



# **Framingham**

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# **State University**

**Framingham State University**  
**Academic Affairs Subcommittee of the Board of Trustees**

**May 3, 2017**

**8:00 a.m. - 9:30 a.m.**

**President's Conference Room (PCR) II - Athletic Center, Dwight Hall**





# Framingham

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## State University

Academic Affairs Subcommittee of the Board of Trustees

Agenda

Wednesday, May 3, 2017

President's Conference Room (PCR) II

8:00 a.m. – 9:30 a.m.

- 1.0 Approval of Minutes from the Previous Meeting – March 8, 2017
  - Time:* 8:00 a.m. – 8:01 a.m.
  - Presenter(s):* Subcommittee Chair
  - Attachment(s):* Pp. 1 – 4
  
- 2.0 Strategic Plan
  - Time:* 8:01 a.m. – 8:45 a.m.
  - Presenter(s):* Rita Colucci
  - Attachment(s):* Pp. 5 – 14
  
- 3.0 The Danforth
  - Time:* 8:45 a.m. – 9:15 a.m.
  - Presenter(s):* Rita Colucci, Dale Hamel, Linda Vaden-Goad, & Marc Cote
  - Attachment(s):* Pp. 15 – 48
  
- 4.0 Agreement with Suffolk University on a Pre-Law 3+3 Program (example of a public/private agreement)
  - Time:* 9:15 a.m. – 9:22 a.m.
  - Presenter(s):* Christopher McCarthy-Latimer
  
- 5.0 Updates – Provost
  - 5.1 *Subtopic:* End-of-Year Report
  - 5.2 *Subtopic:* Tenure-Track Hires for Fall 2017
  - Time:* 9:22 a.m. – 9:30 a.m.
  - Presenter(s):* Linda Vaden-Goad
  - Attachment(s):* Pp. 49 – 65

*Academic Affairs Subcommittee of the Board of Trustees – Charter*

*This subcommittee is chartered with the responsibility of assuring the quality of the educational experience and the fit between the university's mission and the academic programs offered. The subcommittee's oversight involves: reviewing policies and practices related to teaching, learning and evaluation; faculty development, training and evaluation; assessment of student learning, outcomes and related responses; accreditation at the program and institutional level; new or expanded programs; and results related to retention, graduation and the total educational experience. The subcommittee is charged with examining the adequacy of financial resources allocated to support a high-quality educational experience and monitoring regularly the connections between academic programs and financial sustainability.*



## **Attendance**

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### **Subcommittee Members Present**

BOT:	Nancy Budwig (Acting Subcommittee Chair; remotely)
BOT:	Sonia Diaz
BOT:	Fernando Quezada
Provost & Vice President (VP), Academic Affairs:	Linda Vaden-Goad
Associate VP & Dean, Continuing Education:	Scott Greenberg
Dean, Graduate Studies:	Yaser Najjar
Dean, Arts & Humanities:	Marc Cote
Dean, Science, Technology, Engineering, & Mathematics:	Margaret Carroll
Dean, Social & Behavioral Sciences:	Susan Dargan

### **Additional Present**

Executive Assistant, Academic Affairs:	Katelyn Christopher (Recording Secretary)
BOT:	Richard Logan (remotely)
President, FSU:	F. Javier Cevallos
Executive VP, Administration, Finance, & IT:	Dale Hamel
VP, Enrollment & Student Development:	Lorretta Holloway
Chief of Staff & General Council:	Rita Colucci
Director, Advising:	Christopher Gregory
Director, Education Technology & Interactive Media:	Robin Robinson
Director, Grants & Sponsored Programs:	Jonathan Lee
Director, Honors Program:	Paul Bruno
Director, IE - Institutional Process & Efficiencies:	Cynthia Glickman
Associate Director, IE - Institutional Research:	Ann Caso
Coordinator, IE - Student Retention & Graduation Success:	Lauren Keville
Director, Library:	Bonnie Mitchell
Librarian, Library:	Millie Gonzalez
Professor, Education:	Mary Grassetti

## **Proceedings**

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### **Education Simulation Lab**

- M. Grassetti, Associate Professor of Education, gave a demonstration of the simulation lab.

### **Approval of Minutes from the Previous Meeting - January 11, 2017**

- N. Budwig moved to approve the minutes.
- S. Diaz seconded the motion.

### **Updates - Provost**

- L. Vaden-Goad presented updates regarding:
  - A set of benchmarks from the previous strategic plan.
  - Professor Pamela Ludemann's trip to Guatemala.

- The Re-Imagining the First Year (RFY) of College.
- F. Quezada asked about challenges Academic Affairs encountered during the current strategic plan.
  - L. Vaden-Goad would like to make better progress with retention of first-year students. This was the major reason why FSU started the RFY project.
  - L. Vaden-Goad also wants to make sure that FSU's policies, practices, and procedures are not deterring people. This should also help with retention.
    - Any changes made should be done so through governance. This will help ensure that 1) more voices are heard, and 2) that more people on campus are aware.
- S. Diaz mentioned adding the Memoranda of Understanding we have with schools in Spain and other international institutions to the new strategic plan.

### **History Department's Online Support Module: Description & Demonstration**

- M. Cote demonstrated the various modules via the projector. Topics include:
  - What is history?
  - What is a primary source?
- These modules came about as tools of live workshops. However, the History Department faculty members were dissatisfied with the quality of these workshops, so tenure-track and tenured faculty began to administer them live.
- After assessing how many students were able to access the workshops in person, the department decided that it would be better to move these to online modules, so that students could access them at their convenience.
- The advantages of this online approach are that students can self-pace their progress. They also allow for self-testing.
- There are currently six modules.
- Since most of the modules are for courses at the 100-level, they are very helpful in promoting first-year student-success.

### **Changes in Mathematics Placement & New Co-Requisite Model for AY 2017-2018**

- M. Carroll first discussed the old model for mathematics remediation, which included course MATH 095, a non-credit-bearing course.
  - In the past, these courses have been taught by faculty from Massachusetts Bay Community College.
    - Because FSU had no control over the Mass Bay faculty, this resulted in less success with the course.
  - Students were placed into this course with an ACCUPLACER test. But, the results of this test were not very accurate when placing students into courses.
  - About 40.4% of the students who took these courses received either a "D" or an "F" as their final grade.
  - The STEM students who did pass the course did not have much success in their subsequent STEM courses.
  - These data are not unique to FSU.
- Based on the Board of Higher Education's mandate, FSU changed how students were placed in these courses - namely, FSU did away with the ACCUPLACER test.
- This past Fall 2016 marked the pilot program for the new mathematics remediation program - "STEM Scholars".

- Students were placed in College Algebra (a credit-bearing course).
  - Of the 14 who were placed in this course, 13 passed.
- During Spring 2017, the Mathematics Department started with a pilot program that involved an Introduction to Statistics course.
  - There are 18 students in this course, and they appear to do being well in it.
  - These students meet with their professors for 6 hours/week (instead of the standard 4 hours/week), plus, they have a Supplemental Instructor assigned to the course.
  - The students themselves asked for more contact hours, so they are actually receiving about 7-8 hours/week.
- For Fall 2017, the full model will be implemented.
  - The class that students will be placed in will depend on their College, so that it is discipline-focused.
  - The remediation will feature 2 extra contact hours.
- The STEM College would eventually like to build a small computer lab in O'Connor that students would be required to visit.
  - They will use either the programs MyMathLab or ALEX to assess where a student is in their mathematics development.
  - This would be sustained with the money they had been putting into paying for Mass Bay faculty.
- F. Quezada congratulated the STEM College for this accomplishment.
  - He recommended communicating with the high schools that give FSU a high percentage of incoming students about the expectations for entering college-level coursework.

### **Starfish**

- There has been a very positive reception from the faculty regarding Starfish.
- L. Keville is out in the field, training people on the program and fostering relationships.
- C. Glickman has been working on the back end, monitoring the data and looking for forward improvements.
- Many departments helped with this, including IT, CASA, and Academic Advising.
- They had three main goals:
  - Strengthen connections among faculty, staff, and students.
  - Provide interventions to students
  - Develop processes for various interactions among all three groups.
- N. Budwig asked if C. Glickman and L. Keville could monitor whether or not faculty were using the software.
  - Yes, they know how many people have tried it and what tools they are using.
- The photo feature is very popular - faculty love knowing what their students will look like before they meet them.

### **Smithsonian Affiliation Celebration - Latinos in Baseball Community Collecting Event**

- Through FSU's new affiliation with the Smithsonian, M. Gonzalez noticed that the Smithsonian is featuring Latinos in Baseball, and this was the catalyst for the event here at FSU.
- It will be a community-collecting event involving baseball paraphernalia.
- The Smithsonian will be sending two people to the FSU event, along with curios from their own collection.
- F. Quezada asked how we were handling outreach and promoting the event.

- FSU hopes to have the story published in *The Patch*, and over other avenues from the MetroWest.
- They also hope that the Smithsonian will help advertise for it.
  - M. Gonzalez will look into how the Smithsonian will do so.
  - The Smithsonian does have some funding to offer FSU for this purpose.

### **Closing**

- The meeting was adjourned S. Diaz.
- N. Budwig seconded the motion.

# The Emerging Strategic Plan for Framingham State University, 2017-2022

## DRAFT GOALS AND SUPPORTING STRATEGIES

**GOAL 1:** Provide a **high-quality, highly relevant education**, rooted in the arts and sciences, that is transformative, distinctive, and responsive to evolving student, workforce, and societal needs

### Key Strategies:

- a. Establish a unifying and distinguishing educational experience that defines what it means to be an FSU student
- b. Creatively integrate FSU's academically challenging liberal arts education with workforce preparation programs in ways that equip FSU graduates to succeed and stand out in their careers
- c. Leverage areas of academic strength, existing FSU centers, and newly acquired assets to develop programs responsive to student interests and labor market trends
- d. Make international, intercultural, and interdisciplinary experiences central to the academic program
- e. Expand student participation in internships and other experiential learning opportunities that translate critical thinking, writing, and analytical skills learned in the classroom into real-world applications
- f. Support faculty scholarship and continue to be a leader in collaborative student-faculty research
- g. Promote innovative pedagogical strategies and consistently high-quality teaching while continuing to emphasize the teacher-scholar model
- h. Diversify program delivery formats to meet the needs of changing student demographics
- i. Strategically align graduate offerings with student demand and workforce requirements, and better integrate graduate programs with their undergraduate counterparts

**GOAL 2:** Prepare students to be **ethical and engaged citizens** committed to public purpose, inspired to serve, and eager to play leadership roles in their communities and workplaces

### Key Strategies:

- a. Foster a culture that encourages ethical citizenship with an emphasis on personal responsibility and engagement
- b. Increase opportunities and encourage students to participate in civic engagement and/or service learning outside the classroom
- c. Expand student involvement in leadership opportunities both inside and outside the classroom
- d. More intentionally and visibly embed disciplinary ethics in programs across the curriculum and co-curriculum
- e. Proactively link FSU's motto of "Live to the Truth" to the University's academic and social codes of behavior

**GOAL 3:** Provide **individualized student services and support systems** that promote achievement of educational, personal, and career goals

### Key Strategies:

- a. Strengthen student advising by creating a culture of intentional mentoring across all roles and levels throughout FSU

- b. Establish practices and processes that require students to be engaged and accountable participants in their educational experience
- c. Expand opportunities for students, faculty, and staff to interact and forge relationships inside and outside the classroom
- d. Provide resources and integrated support services to foster student success and wellbeing
- e. Maximize the use of data systems and assessment tools to monitor learning outcomes, evaluate program effectiveness, and advance student persistence goals
- f. Enhance communication and collaboration among faculty and staff to identify and remove barriers to students' academic or personal success in a more timely and coordinated manner
- g. Take intentional steps and apply best practices to close opportunity gaps or achievement gaps indicated in student cohort-specific participation and performance levels

**GOAL 4:** Be a **vibrant and inclusive living-learning community** that attracts and retains students, staff, and faculty who embrace the University's core values and will enrich campus life with their presence and engagement

Key Strategies:

- a. Promote greater interaction and dialogue among all members of the campus community
- b. Expand opportunities for faculty and staff to be more engaged in campus life
- c. Provide a robust array of social, recreational, athletic, and leadership opportunities that engage both residential and commuter students and promote their personal development
- d. Enhance transportation options to encourage students to connect with and engage in the wider community
- e. Seek to ensure financial means are not a barrier to students' full participation in campus life
- f. Improve recruitment, retention, and progress of underrepresented students, faculty and staff
- g. Increase cultural awareness, sensitivity and fluency among faculty and staff
- h. Support a collective commitment to promoting equity, pursuing social justice, and making excellence inclusive
- i. Implement a comprehensive, integrated, university-wide system of accountability and assessment to measure progress against inclusive excellence goals at all levels of the institution

**GOAL 5:** Foster a climate and provide **necessary tools and support** to ensure that every member of the campus community has the opportunity to thrive and succeed

Key Strategies:

- a. Promote a University-wide culture of service excellence and spirit of collaboration
- b. Promote greater transparency in decision making on matters with direct bearing on the experience of students, staff, and faculty
- c. Streamline or otherwise improve policies, practices and policies that make it unusually or unnecessarily difficult for students, staff or faculty to do the work they are expected to do
- d. Provide readily accessible, regularly updated information and tools faculty and staff need in order to be effective in their roles
- e. Improve the onboarding process for new faculty and staff
- f. Seek to ensure academic and administrative offices are adequately resourced to perform assigned responsibilities and meet goals
- g. Encourage and support professional growth of faculty and staff through expanded and ongoing training opportunities

- h. Embed diversity, inclusion, and equity in the administrative systems and structures of the institution
- i. Take a more proactive approach to cultivating leadership from within and develop succession plans for all key leadership positions

**GOAL 6:** Provide the **physical, technological, and administrative infrastructure** necessary to create a work environment that promotes excellence, encourages innovation, facilitates collaboration, and supports achievement of strategic goals

Key Strategies:

- a. Ensure classroom, laboratory, study, work and gathering spaces are functionally adequate and conducive to a positive experience by faculty, staff and both residential and commuter students
- b. Maximize utilization and integration of current spaces on campus to promote community building
- c. Ensure the campus continues to be accessible, attractive, well-maintained and safe
- d. Follow a technology roadmap for more effective integration of technology resources and systems across campus, and fully leverage IT capacity to support administrative and academic functions
- e. Identify inefficient or under-resourced areas of operation and strategically reallocate resources as required to support critical objectives, particularly those relating to student success
- f. Seek revenue financing for implementation of current capital plan priorities—Mayhew facility, athletic fields, Croker Hall, and the library
- g. Ensure FSU’s core values are used extensively as a guidepost in planning, evaluation, and budgeting
- h. Advance a culture of purposeful assessment and ongoing evaluation on campus
- i. Optimize use of data by centralizing data management and further expand the capacity for automation of reporting of financial and other data

**GOAL 7:** Establish a **public identity and reputation** that reflect FSU’s impressive academic strengths, comprehensive co-curricular activities, as well as its contributions to and impact in the wider world

Key Strategies:

- a. Develop a stronger brand and consistent messaging about the FSU experience and distinctions
- b. Take a strategic approach to marketing the values, assets, and advantages FSU offers in order to attract students and position FSU as a place where people want to work
- c. Improve internal communication and inspire everyone in the campus community to be an ambassador for FSU to the outside world
- d. Raise awareness of and appreciation for FSU’s contributions to the greater good as a public university among key stakeholders in the Commonwealth
- e. Utilize the University’s existing and new centers to develop new connections with the wider community and increase FSU’s visibility as an innovative educational leader

**GOAL 8:** Play a **critical and catalytic role as a partner** in the MetroWest region’s economic, social, and cultural development

Key Strategies:

- a. Expand transportation connections between FSU, Greater MetroWest and Boston to increase opportunities for interaction and collaboration
- b. Expand relationships with local organizations to increase experiential learning and employment opportunities for FSU students
- c. Promote FSU as a cultural center and destination point for members of the wider community

- d. Serve as an innovator and incubator to support entrepreneurial new ventures
- e. Leverage the intellectual and other resources of FSU's distinctive centers to help MetroWest achieve important goals for developing and enriching the region
- f. Maximize opportunities to take FSU's teaching and learning to off-site locations in partnership with local businesses, nonprofits and other organizations in MetroWest and beyond

**GOAL 9:** Establish a **financial resources model** to promote long-term stability and sustainability, affordability, and demonstrable return on investment

Key Strategies:

- a. Improve student retention to maximize enrollment-related revenue
- b. Develop a multi-year strategic enrollment plan reflecting demographic realities, changing conditions in the wider world, and programmatic opportunities that may open new markets for FSU
- c. Develop new and sustainable streams of revenue
- d. Periodically engage in a critical review of academic and co-curricular programs to identify and address any that are not generating intended impact or not utilizing resources in an efficient, fiscally responsible way
- e. Review administrative policies, processes, and practices to identify and eliminate resource-draining redundancies and inefficiencies
- f. Develop a culture of stewardship and philanthropy among all members of the campus community
- g. Deepen engagement with FSU alumni and proactively engage with other stakeholders beyond campus who could be inspired to support FSU's mission and priorities
- h. Prepare for and launch a comprehensive fundraising campaign to increase private support of the University and allow for an increase in University-funded financial aid



## The Emerging Strategic Plan for FSU, 2017-2021

Update from the Strategic Planning Steering Committee

April 5, 2017

### Vision-Supporting Overarching Goals

ACADEMIC DISTINCTION AND STUDENT SUCCESS	INCLUSIVE EXCELLENCE AND ORGANIZATIONAL EFFECTIVENESS	REPUTATION, RELATIONSHIPS, AND RESOURCES
<ul style="list-style-type: none"> <li>- Provide a <b>high-quality, highly relevant education experience</b>, rooted in the arts and sciences, that is transformative, distinctive, and responsive to evolving student, workforce, and societal needs</li> <li>- Prepare students to be <b>ethical and engaged citizens</b> committed to public purpose, inspired to serve, and eager to play leadership roles in their workplaces and communities</li> <li>- Provide <b>individualized student services and support systems</b> that promote achievement of educational, personal, and career goals</li> </ul>	<ul style="list-style-type: none"> <li>- Be a <b>vibrant and inclusive living-learning community</b> that attracts and retains students, staff, and faculty who embrace the University's core values and will enrich campus life with their presence and engagement</li> <li>- Foster a climate and provide <b>necessary tools and support</b> to ensure that every member of the campus community has the opportunity to thrive and succeed</li> <li>- Provide the <b>physical, technological, and administrative infrastructure</b> necessary to create a work environment that promotes excellence, encourages innovation, facilitates collaboration, and supports achievement of strategic goals</li> </ul>	<ul style="list-style-type: none"> <li>- Establish a <b>public identity and reputation</b> that reflect the University's impressive academic strengths as well as its contributions to and impact in the wider world</li> <li>- Play a <b>critical and catalytic role as a partner</b> in the MetroWest region's economic, social, and cultural development</li> <li>- Diversify <b>funding sources</b> in support of operations and establish a financial resources model to promote long-term stability and sustainability</li> </ul>

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**Key Strategies:**

- Establish a **unifying and distinguishing educational experience** that defines what it means to be an FSU student
- Creatively **integrate FSU’s academically challenging liberal arts education with workforce preparation programs** in ways that equip FSU graduates to succeed and stand out in their careers
- **Leverage areas of academic strength, existing FSU centers and newly acquired assets** to develop programs responsive to student interests and labor market trends
- Promote **innovative pedagogical strategies** and consistently high-quality teaching while continuing to emphasize the teacher-scholar model
- Support **faculty scholarship** and continue to be a leader in **collaborative faculty-student research**
- Expand student participation in internships and other **experiential learning** opportunities that translate critical thinking, writing, and analytical skills learned in the classroom into real-world applications
- Make **international, intercultural and interdisciplinary experiences** central to the academic program
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- Provide a robust **array of social, recreational, athletic, and leadership opportunities** that engage students outside the classroom and promote their personal development
- Enhance **transportation options** to encourage students to connect with and engage in the wider community
- Improve **recruitment, retention, and progress** of under-represented students, faculty and staff
- Seek to ensure financial means are not a barrier to students' **full participation in campus life**
- Increase **cultural awareness, sensitivity and fluency** among faculty and staff
- Support a **collective commitment** to promoting equity, pursuing social justice, and making excellence inclusive
- Implement a comprehensive, integrated, **University-wide system of accountability and assessment** to measure progress against inclusive excellence goals at all levels of the institution

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**Key Strategies:**

- Promote a University-wide **culture of service excellence** and **spirit of collaboration**
- Promote greater **transparency** in decision-making on matters with direct bearing on the experience of students, staff and faculty
- Streamline or otherwise **improve policies, practices and procedures** that make it unusually or unnecessarily difficult for students, staff or faculty to do their work
- Improve the onboarding process for new faculty and staff
- Provide readily **accessible, regularly updated information and tools** faculty and staff need to be effective in their roles
- Seek to ensure academic and administrative **offices are adequately resourced** to perform assigned responsibilities and meet goals
- Encourage and support **professional growth** of faculty and staff through expanded and ongoing training opportunities
- Embed diversity, inclusion, and equity in the administrative **systems and structures** of the institution
- Take a more proactive approach to cultivating **leadership** from within and develop succession plans for all key leadership positions

**GOAL 6:** Provide the **physical, technological, and administrative infrastructure** necessary to create a work environment that promotes excellence, encourages innovation, facilitates collaboration, and supports achievement of strategic goals

**Key Strategies:**

- Ensure **classroom, laboratory, study, work and gathering spaces are functionally adequate** and conducive to a positive experience by faculty, staff and both residential and commuter students
- Maximize **utilization and integration of current spaces** to promote community building
- Ensure our campus continues to be **accessible, attractive, well-maintained and safe**
- Follow a **technology roadmap** for more effective integration of technology resources and systems across campus, and fully leverage IT capacity to support administrative and academic functions
- **Identify inefficient or under-resourced areas of operation** and strategically reallocated resources as required to support critical objectives, particularly those relating to student success
- Seek revenue financing and state financing for implementation of current **capital plan priorities** – art facilities, athletic fields, Crocker Hall, and the library
- Ensure FSU's **core values are used extensively** as a guidepost in planning, evaluation, and budgeting
- Advance a culture of **purposeful assessment and ongoing evaluation** on campus
- Optimize use of data by **centralizing data management** and further expand the capacity for automation of reporting of financial and other data

**GOAL 7:** Establish a **public identity and reputation** that reflect FSU's impressive academic strengths, comprehensive co-curricular activities, as well as its contributions to and impact in the wider world

**Key Strategies:**

- Develop a **stronger brand and consistent messaging** about the FSU experience and distinctions
- Take a **strategic approach to marketing** the values, assets, and advantages FSU offers in order to attract students and position FSU as a place where people want to work
- Improve **internal communication** and inspire everyone in the campus community to be an ambassador for FSU to the outside world
- **Raise awareness of an appreciation for FSU's contributions** to the greater good as a public university among key stakeholders in the Commonwealth
- Utilize the University's **existing and new centers** to develop new connections with the wider community and increase FSU's visibility as an innovative educational leader

**GOAL 8:** Play a **critical and catalytic role as a partner** in the MetroWest region's economic, social, and cultural development

**Key Strategies:**

- Expand **transportation connections** between FSU, Greater MetroWest and Boston to increase opportunities for interaction and collaboration
- Expand **relationships and partnerships** with local organizations to increase experiential learning and employment opportunities for FSU students
- Promote **FSU as a cultural center** and destination point for members of the wider community
- Serve as an **innovator and incubator** to support entrepreneurial new ventures
- Leverage the intellectual and other resources of FSU's **distinctive centers** to help MetroWest achieve important goals for developing and enriching the region
- Maximize opportunities to take FSU's teaching and learning to **off-site locations** in partnership with local businesses, nonprofits and other organizations in MetroWest and beyond

**GOAL 9:** Establish a **financial resources model** to promote long-term stability and sustainability, affordability, and demonstrable return on investment

**Key Strategies:**

- Improve student **retention** to maximize enrollment-related revenue
- Develop a **multi-year strategic enrollment plan** reflecting demographic realities, changing conditions in the wider world, and programmatic opportunities that may open new markets for FSU
- Develop **new and sustainable streams of revenue**
- Periodically engage in a **critical review of academic and co-curricular programs** to identify and address any that are not generating intended impact or not utilizing resources in an efficient, fiscally responsible way
- Review administrative **policies, processes, and practices** to identify and eliminate resource-draining redundancies and inefficiencies
- Develop a **culture of philanthropy** among all members of the campus community
- Deepen **engagement with FSU alumni** and proactively engage with other stakeholders beyond campus who could be inspired to support FSU's mission and priorities
- Prepare for and launch a comprehensive **fundraising campaign** to increase private support of the University and allow for an increase in University-funded financial aid

## DISCUSSION

Take a few moments to confer with your colleagues to talk about the following strategy:

- Establish a **unifying and distinguishing educational experience** that defines what it means to be an FSU student

The experience should be something that is valuable, impactful, reflective of who we are and aspire to be, and what makes our graduates stand out among their peers.

What will this be?

## Letter of Intent and Founding Agreement Comparison

LETTER OF INTENT	FOUNDING AGREEMENT
<p><b>1. Museum</b> FSU to establish an “academic center” to run the Museum</p>	<p>FSU to establish an academic Center to run the Museum and Art School, housed in the Maynard Building</p>
<p><b>2. Art School</b> FSU to offer art classes to the community</p>	<p>FSU to offer Art classes to MetroWest community in Maynard Building</p>
<p><b>3. Art Collection</b> Danforth to gift entire art collection to Foundation for use in academic center</p>	<p>Danforth to gift art collection to Foundation. Foundation will pay for care of collection through separate “Foundation Art Fund”</p>
<p><b>4. Maynard Building</b> Danforth to gift Maynard Building to Supporting Organization (with mortgage responsibilities including in-kind commitments)</p>	<p>Danforth to convey Maynard Building for “nominal” consideration to Supporting Organization under terms of original mortgage, including Town’s right of first refusal and Town’s right of reverter, among other things. Supporting Organization to assume Danforth liabilities, as follows: outstanding mortgage, line of credit and in-kind contributions commitment, as paid for through lease agreement with FSU.</p> <p><u>Contingent upon reaching fundraising goals</u>, the University intends to renovate the Maynard Building in two phases. Phase I will provide for limited gallery space. Phase II will increase gallery space and perhaps provide for a separate structure to house the Art School</p>
<p><b>5. Danforth’s 501(c)(3) Status</b> Danforth to retain its section 501(c)(3) status</p>	<p>Danforth to retain its 501(c)(3) status and to change its name to “Friends of Danforth Art”</p>
<p><b>6. Danforth’s Role</b> Danforth to function as an advisory board for: a) accessioning and deaccessioning art; b) input into the hiring of future executive directors of the Museum; c) input into museum programming; and, d) supporting fundraising for the Museum, the University and its Foundation.</p>	<p>Advisory Board, comprised of at least one member appointed by Danforth, and at least three members in total, shall provide guidance on the following:</p> <ul style="list-style-type: none"> <li>(a) formation of a Collections (sub)Committee to recommend to approve or deny any action regarding the Art Collection;</li> <li>(b) Museum events and programming;</li> <li>(c) position description and hiring of future Executive Directors of the Center;</li> </ul>

## Letter of Intent and Founding Agreement Comparison

	<p>(d) supporting and conducting fundraising for the Center;</p> <p>(e) building renovation plans; and</p> <p>(f) other matters as may be requested by the FSU Parties from time to time.</p>
<p><b>7. License to Use Name</b> License to use “Danforth” name issued for a nominal amount to University</p>	<p>Danforth shall gift its rights, title and interest in and to its “Trade Assets” (name, trademarks, logos, design marks, donor lists, membership lists, student lists, docent lists, staff lists, teacher lists, and other similar assets) to the University. Danforth shall have a fully paid, royalty-free, non-transferrable perpetual license to use the Trade Assets solely to provide financial and other support to the Center. The University may revoke the use of the license if the Danforth uses the Trade Assets in any way that is contrary or detrimental to the purpose of the Agreement or the Center, Museum, School or Parties.</p>
<p><b>8. Danforth’s Influence</b> Foundation to take direction from the Danforth regarding accessioning and deaccessioning art, subject to a vote of approval of the Foundation Board.</p>	<p>The following actions may not occur unless approved by the Foundation, in its discretion, after consultation with the Advisory Board: accessioning to, de-accessioning from, accepting gifts for, or making loans of a substantial quantity (in excess of one percent (1%) of the items at any one time for more than a period of one (1) year) from the art Collection</p>
<p><b>9. Positions</b> University to hire 6 positions to support academic center (museum and art school) subject to University budget.</p>	<p>Subject to budgetary, supervisory and hiring practices and applicable collective bargaining agreements, the University will hire and/or provide for the following six (6) administrative positions to manage the Center: Executive Director, curator, collections manager, database manager, communications director and School administrator. University may adjust the number of Center staff from time to time in accordance with the needs of operating and managing the Center.</p>
<p><b>10. Fundraising</b> The University and Danforth will fundraise for operating and capital project costs;</p>	<p>The Center (Executive Director and other Center staff), the University’s Development Office, the Foundation and the Danforth will</p>

## Letter of Intent and Founding Agreement Comparison

<p>fundraising goals to be determined after renovation estimates are known.</p>	<p>fundraise to achieve goals for the following:            (i) operating expenses of the Center (including the care and protection of the Art);            (ii) capital needs, improvements or projects for the Center; and (iii) to acquire new art for the Collection.</p> <p>Danforth will not engage in any fundraising unless it is for what is described above, or for legal, filing, accounting and similar fees necessary to maintain its 501(c)(3) status or legal existence (and in such case, only up to a ceiling of \$5,000 per fiscal year), nor shall the Danforth use the words “Danforth” or “Framingham State” in any configuration to fundraise unless for the purposes described.</p>
<p><b>11. Enterprise and Trust Funds</b>            University to establish a separate enterprise fund to administer the Danforth Art Museum at FSU operations</p>	<p>The following funds shall be established:</p> <p><b>University Danforth Trust Fund</b> - for ongoing operating expenses (including the care and protection of the Collection) (source of funding: fundraising and revenues from art school);</p> <p><b>Foundation Danforth Capital Projects Trust Fund</b> - for major capital needs, improvements or projects for the Center (source of funding: fundraising)</p> <p><b>Foundation Art Fund</b> - for new art for the Collection (source of funding: fundraising)</p>
<p><b>12. Breach</b>            (No mention of breach in LOI)</p>	<p>In the event there is an alleged breach of the agreement, the parties will go to binding arbitration, except where FSU may have pledged, encumbered, or transferred the Art Collection, in which case the Danforth may directly petition the court</p>

**SUMMARY OF VARIOUS DOCUMENTS  
RELATING TO THE DANFORTH ART PROPOSAL**

**1. Founding Agreement with Danforth (also see Comparison document for more detail)**

The Danforth will gift/convey its assets as follows:

1. Art collection to the Foundation
2. Maynard Building to the Supporting Organization (SO)
3. "Trade Assets" (name, teaching materials, etc.) to the University, the Foundation and SO

The University will:

1. Create and support the "Danforth Art Center at Framingham State University", to be housed in the Maynard Building, which will run the museum (also in the Maynard Building) and will offer studio art classes to the community; and will hire 6 administrative positions to do so.
2. Assume mortgage obligations of approximately \$664,000 and projected line-of-credit obligations up to \$500,000 and an in-kind commitment obligation of \$500,000
3. Commit to operating support (Center subsidy to address projected operational deficits) of \$240K annually
4. Convene an advisory board which will advise the Foundation and the University on the following: accessioning or deaccessioning of art, museum events or programming, position description and hiring of future Executive Director; fundraising for the Center and renovation of the building; the building renovation itself; and other matters as may be requested by FSU, the Foundation or the SO

The Danforth, the University and the Foundation will work together to plan and execute fundraising, which will be deposited into one of three funds ("University Danforth Art Center Trust Fund," "Foundation Danforth Art Fund," and "Foundation Danforth Capital Projects Trust Fund"), depending upon its ultimate use. Renovations to the Maynard Building needed for gallery space and any new art acquisitions are contingent upon achieving fundraising goals.

**2. Memorandum of Agreement between the Town, FSU and the Supporting Organization**

This MOA is between the Town, the University, the Foundation and the Supporting Organization (SO), setting forth the parties' agreement around the conveyance of the Maynard building.

The University will:

1. Use the Maynard Building for studio art classes and as a museum, contingent upon fundraising to renovate the building for such use.

2. Provide in-kind contributions valued at \$500,000.00 to benefit the residents of Framingham over a period of five years (or longer if additional time is needed to meet the commitment) consisting of:
  - a. educational programs in collaboration with the Framingham Public Schools;
  - b. membership and event discounts for Framingham residents;
  - c. studio art program scholarships;
  - d. Up to eight (8) academic and/or housing scholarships for Framingham residents, the total of which is not to exceed \$40,000.00 per year unless a greater amount is authorized by mutual written agreement between the Town and the University, and
  - e. professional development classes for Framingham Public School teachers;
3. FSU and the SO will provide a detailed annual accounting of the value of rendered in-kind services to the Town for the preceding fiscal year no later than July 31 of each year.

In turn, the Town agrees to:

1. Allow the transfer of the building from the Danforth to the SO, but retaining its right of first refusal (ROFR) until 2089 for any other transfers, as follows:
  - a. ROFR is triggered if the Supporting Organization (SO) seeks to sell the property
  - b. ROFR gives the Town the right to 1) Purchase the property for 2/3 of the bona fide offer if the mortgage has not been paid off; 2) Purchase the property for \$500,000 less than the bona fide offer if the mortgage has been paid in full.
2. The Town also retains its right of reverter (ability to take back the property), as follows:
  - a. Until FSU has met its in-kind commitment (described above), and
  - b. Until Phase I of the renovations are completed. Phase 1 renovations (contingent upon achieving fundraising goals) include updating systems and renovating portions of the first and second floors (with some areas remaining administrative space) to provide expanded gallery space (Phase I)

The SO will assume all of the Danforth's remaining obligations under the Mortgage Note, the Mortgage and Security Agreement and the Conditional Assignment of Leases and Rents.

## **SUMMARY OF OTHER DOCUMENTS RELATED TO THE CONVEYANCE OF THE MAYNARD BUILDING**

### **3. Agreement between SO and Framingham State University**

- This agreement will establish the cost of the annual license equal to the cost of the annual mortgage and line-of-credit payments as well as insurance to be paid by the FSU Foundation Supporting Organization; that is, revenue from the license will cover all Supporting Organization costs
- This agreement further assigns to FSU all costs and responsibilities for Maynard Building operations and maintenance

#### **4. Quitclaim Deed**

The parties will record a new deed upon the transfer of the property. Key provisions of the new deed include:

- Town holds a right of first refusal (ROFR) until 2089.
  - ROFR is triggered if the Supporting Organization (SO) seeks to sell the property
  - ROFR gives the Town the right to 1) Purchase the property for 2/3 of the bona fide offer if the mortgage has not been paid off; 2) Purchase the property for \$500,000 less than the bona fide offer if the mortgage has been paid in full.
- Town holds a right of reverter over the property (meaning the Town can take back the property) until FSU has met its in-kind commitment (described above) and until Phase I of the renovations are completed. Phase 1 renovations (contingent upon achieving fundraising goals) include:
  - update systems and renovate portions of the first and second floors (with some areas remaining administrative space) to provide expanded gallery space (Phase I)

#### **5. Amended and Restated Mortgage Note**

This document sets forth changes to the original mortgage note that was negotiated when the Town transferred the property to the Danforth, and includes elements of the original mortgage note.

The Supporting Organization (SO) promises to pay the remainder of the mortgage principal to the Town according to an annual payment schedule, with payments due by January 23 of each year, at an interest rate of 0%.

The SO can prepay the mortgage balance without penalty.

The SO assumes all of Danforth's rights, obligations, and liabilities arising under the Original Note and the Original Loan Documents as affected by the "**Assumption Agreement**" (see below) (Not stated in the note: the University will provide funding for these obligations as part of its lease payment to the SO)

There is a 5% penalty fee of the overdue amount if the payment is not made within 10 days of the due date or if the SO defaults by failing to keep the Town as an additional insured and/or the SO dissolves, or levy's or attachments are made on the property.

The SO must pay attorney's fees or collection costs upon default or non-performance under the Mortgage Note, or in the Mortgage and Security Agreement and/or in any Conditional Assignment of Leases and Rents securing the Mortgage Note.

## **6. Assumption Agreement**

In this agreement between the Town, the Danforth and the Supporting Organization (SO), the SO is agreeing to "assume" the Danforth's rights, obligations, and liabilities created or arising under the Mortgage and Security Agreement and Conditional Assignment (an assignment of leases, of which there is currently only a lease with FSU) and in turn, the Town is agreeing to allow the transfer of the property from the Danforth to the SO. This document will be filed with the Registry of Deeds.

## **7. Original Mortgage and Security Agreement**

Originally between the Danforth and the Town, this document secures payment of the original loan amount, performance of all of the other covenants in the agreement and in the Conditional Assignment of Leases and Rents, and payment of all liabilities and indebtedness of the Danforth to the Town and a security interest in all of the personalty and fixtures on the premises.

The covenants include:

1. Taxes, ground rents, etc. Supporting Organization (SO) must pay ground rents, water and sewer use charges before they are due.
2. Deposits. SO must establish a fund with the Town, if so requested, to pay the charges identified in section 1 above before they are due.
3. Repairs. SO must keep the Building in good repair and allow the Town access to the Building for inspection; comply with all regulations for maintenance and use of building and keep the building from being contaminated by hazardous waste.
4. Insurance. SO must insure the Property for 100% of its replacement value and maintain \$1 million of general liability insurance, with the Town to be first paid in case of loss, and no settlement on account of any loss may be made without the express written consent of the Town.
5. Insurance Proceeds. The proceeds of any hazard insurance may, at the option of the Town, be applied toward the indebtedness or may be used to repair the damaged part of the property and any remainder applied toward the indebtedness.

6. Eminent Domain. Any award of damages on account of public use of the Property shall be paid to the Town and may be applied to or toward the indebtedness or toward repair of the Property.
7. Leases. SO may not lease the Property except for actual occupancy, or change terms of a lease or allow subletting without the prior written consent of the Town.
8. Security Deposits. Security deposits from lessee's, at the option of the Town, shall be deposited with the Town, and returned when required.
9. Late Payment Fee. At the option of the Town, late payments not made within 10 days of their due date shall include a 5% late fee.
10. Fees and Charges. SO must pay all fees and charges incident to this loan transaction when due and pay all other fees incident to the Town's enforcement efforts.
11. Statement of Indebtedness. From time to time, SO shall furnish a written statement setting forth the indebtedness, any offsets, or any obligations to be paid, and the facts related to the condition of the Property
12. Forbearance, waiver, etc. No forbearance of waiver granted by the Town will affect the original liability; in case of redemption after foreclosure, Town is entitled to collect all costs, charges and expenses up to the time of redemption; and in case of foreclosure, the Town is entitled to retain 1% of the purchase money in addition to other costs,
13. Notices. Notice shall be in writing to the Town address at 150 Concord Street, Framingham.
14. Survival of Certain Obligations. Payments due under section 1 survive the payments of all obligations. However, after satisfaction of all obligations secured or discharge of the mortgage, the Mortgage is no longer the security for the performance for each.
15. Conditions. The foregoing covenants shall not be breached, no encumbrances shall be created on the property, there shall be no transfer of title without the Town's written approval, the Mortgagor shall not declare bankruptcy or permit bankruptcy to be filed against it to remain undischarged.
16. Defaults. If there is any breach of certain sections of this Note, the Town has the right to call in the Note.
17. Right to Cure. The Town has the right to cure any breach or default, or any other obligation under this mortgage, but is not obligated to do so.
18. Waiver of Marshalling. In the event of foreclosure sale, the Town may sell the whole Property in whole or in part, and Mortgagor waives any doctrine of marshalling.
19. UCC Notices. If the provisions of the UCC apply, notice requirements are satisfied by notice given in Statutory Power of Sale.

20. Financial Statements. Mortgagor shall submit an annual statement of operations of the Property, indicating all expense and sources of income for the property and the Town has the right to require that the financial statements be audited at the Mortgagor's expense.

21. Partial Releases. The Town, at the request of the Mortgagor, shall release lots for consideration.

22. Obligation. SO will promptly and fully pay and perform each obligation in this note.

Of note: the SO will assign certain identified conditions to the University through its license with the University for use of the Maynard Building.

### **8. Conditional Assignment of Leases and Rents**

With this agreement, the Danforth assigned its interests in any leases, rentals or occupancy agreements to the Town, together with all rents, income and profits from the leases.

### **9. License Agreement for Part of Building**

The Danforth granted a 10 year license, beginning in 2014, to the Town to use a portion of the premises for certain information technology equipment. The license may be revoked by 30 days written notice. There does not appear to be a cost associated with this license.

### **10. Agreement for Grant of Easement**

Town agreed to give the Danforth a permanent easement over a portion of the premises that the Town held back so that a handicapped entrance at the rear of the building could be built. The handicapped entrance has not yet been built, but the easement is extended to the Supporting Organization.

FOUNDING AGREEMENT FOR  
THE DANFORTH ART CENTER AT  
FRAMINGHAM STATE UNIVERSITY

This Founding Agreement for The Danforth Art Center at Framingham State University (this “**Agreement**”) is made effective as of \_\_\_\_\_, 2017 (the “**Effective Date**”), by and among:

- (a) Framingham State University, a Massachusetts public co-educational university organized and existing under the laws of the Commonwealth of Massachusetts, with an address at 100 State Street, Framingham, MA 01701 (hereinafter the “**University**”);
- (b) Framingham State University Foundation, Inc., a non-profit charitable foundation organized and existing under the laws of the Commonwealth of Massachusetts, with an address at 100 State Street, Framingham, MA 01701 established to receive and maintain funds to be used in the best interest of the University for the development, promotion and benefit of the University and its students (hereinafter, the “**Foundation**”);
- (c) Framingham State University Foundation Supporting Organization, Inc., a non-profit corporation organized and existing under the laws of the Commonwealth of Massachusetts, with an address at 100 State Street, Framingham, MA 01701, established in 2012 to be a supporting organization for the exclusive benefit of the Foundation and of any or all of its educational and charitable activities (hereinafter, the “**Organization**”), (the University, the Foundation, and the Organization are occasionally referred to herein collectively, when appropriate, as the “**FSU Parties**”); and
- (d) The Danforth Museum Corporation, a non-profit corporation organized and existing under the laws of the Commonwealth of Massachusetts, with an address at 14 Vernon Street, Framingham, MA 01701, established as an art museum, educational center and school of fine arts (hereinafter, “**DMC**”) (the FSU Parties and DMC each a “**Party**” and collectively, the “**Parties**”).

**WITNESSETH**

**WHEREAS**, established in 1973, DMC operates a museum of American art and adult and youth studio art classes to fulfill its mission of encouraging public interest in and the fostering of understanding and appreciation of the arts, and has emerged as a significant cultural resource to the Boston metropolitan area, and in particular, the MetroWest area;

**WHEREAS**, established in 1839, the University is a public coeducational institution of the Commonwealth of Massachusetts which offers both four-year undergraduate and graduate degrees, including majors in Bachelor of Arts in Art History and Bachelor of Arts in Studio Art with concentrations in Art Education, Ceramics, Graphic Design, Illustration, Painting, Printmaking, and Sculpture, as well as minors in Museum Studies, and the Master of Education (Art) degree, and a Post-Baccalaureate (Art Education) (the University’s arts related degrees and programs as offered from time to time, the “**Arts Programs**”);

**WHEREAS**, the Parties believe that by bringing together assets of DMC and resources, facilities, staff, and other assets of the FSU Parties, they can establish a strong, vibrant and preeminent Art Museum (as hereinafter defined) and school, both under the “Danforth” and “Framingham State” names, that will bring synergistic benefits to the University and its students, its Art Programs and other academic programs, current DMC members, students and visitors, and the Boston metropolitan and MetroWest communities (the “**Purpose**”);

**WHEREAS**, the Parties have signed a letter of intent dated December 14, 2016 outlining their mutual interest and intention to integrate the principal assets of DMC into the University, the Foundation and the Organization to create a new academic center at the University, composed of both a museum (the “Danforth Art Museum at Framingham State University”, hereinafter, the “**Museum**”) and studio arts school (the “Danforth Art School at Framingham State University”, hereinafter, the “**School**”), the Museum and the School to be referred to and to be known together as the “Danforth Art Center at Framingham State University” (hereinafter, the “**Center**”);

**WHEREAS**, the FSU Parties and DMC desire to enter into this present Agreement to formally establish the Center, effect the transfer of certain real estate, artworks, trade assets, resources, talent, and certain other assets and liabilities of DMC to the FSU Parties, and set forth the present and on-going duties, rights and obligations of the Parties in connection therewith;

**NOW, THEREFORE**, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

**Definitions.**

In addition to the terms defined above or elsewhere in this Agreement, the following terms shall have the respective meanings for purposes of this Agreement.

“**Advisory Board**” has the meaning set forth in Section 7.1 hereof.

“**Affiliate(s)**” means any other person, company or other legal entity that, directly or indirectly controls, is controlled by, or is under common control with a Party. For purposes of this definition, “control” shall mean the power to direct or cause the direction of the management or policies of such person or entity, whether through the ownership of voting securities, by contract, structural or statutory authority or otherwise, and the terms “controls”, “controlled by,” and “under common control with” shall have correlative meanings.

“**Art Museum**” means a building specifically designed and built or renovated with the purpose of serving principally as an art museum with (a) public galleries appropriately fitted and furnished for both permanent collection and changing art exhibitions, (b) environmentally appropriate and secure collections display and storage space, (c) curatorial workroom for artwork documentation, conservation, preservation and photography, (d) multipurpose room for education programs, classes using the museum collection, and events, (e) welcome desk/reception area for visitors, and (f) administrative offices.

**“Arts Programs”** has the meaning set forth in the second “whereas” clause above.

**“Building”** means the existing structure known as the “Jonathan Maynard Building” with all improvements, fixtures, and furniture, together with the land on which such building is located at 14 Vernon Street in Framingham, Massachusetts, as recorded in the deed attached hereto at Exhibit A.

**“Center”** has the meaning set forth in the fourth “whereas” clause above.

**“Closing Date”** means June 30, 2017, or such later date as may be agreed upon in writing by the Parties.

**“Collection”** means the complete permanent inventory of approximately 3,000 paintings, sculpture, prints, multimedia, and other works of art owned by DMC as of the Effective Date, as set forth in Exhibit B hereto.

**“Collections Committee”** has the meaning set forth in Section 7.5 hereof.

**“Collection Action”** has the meaning set forth in Section 1.1(c) hereof.

**“Collections Policy”** has the meaning set forth in Section 7.7 hereof.

**“Contingency Event”** has the meaning set forth in Section 11 hereof.

**“Determination Letter”** has the meaning set forth in Section 9.2(a) hereof.

**“Executive Director”** means, prior to the Closing Date, the person appointed by and reporting to the board of trustees of DMC for overseeing the administration, management, programs and strategic plan of the DMC, as well as fundraising, marketing, and community outreach. After the Closing Date, the term shall mean the person appointed by and reporting to the president of the University, or his/her designee, for overseeing the administration, management, programs and strategic plan of the Center and Museum, as well as fundraising, marketing, and community outreach for the Center, and coordination and cooperation with the Department of Continuing Education at the University with respect to Studio Art Classes offered by the School.

**“Initial Use”** has the meaning set forth in Section 2.1(c).

**“Foundation Art Fund”** has the meaning set forth in Section 1.1 (d) hereof.

**“Foundation Danforth Capital Projects Trust Fund”** has the meaning set forth in Section 10.1 (c).

**“FSU Town Agreement”** has the meaning set forth in Section 2.1 (b) hereof.

**“Museum”** has the meaning set forth in the fourth “whereas” clause above.

**“Phase I”** has the meaning set forth in Section 2.1 (d) (i).

**“Phase II”** has the meaning set forth in Section 2.1 (d) (ii).

**“Purpose”** has the meaning set forth in the third “whereas” clause above.

“**School**” has the meaning set forth in the fourth “whereas” clause above.

“**Studio Art Classes**” means instructional art classes provided by qualified teaching staff to youth and adult students in methods, skills and/or techniques in painting, drawing, sculpture, print-making, and other traditional art media.

“**Studio Classrooms**” means rooms appropriate for the instruction of youth and adult studio art (painting, drawing, and other traditional art media) classes, which may require access to sinks, supply storage, seating, tables/easels, adequate lighting, ventilation, assembly, etc.

“**Substitute DMC Member**” means a substitute member of the Advisory Board or the Collections Committee (as the case may be) appointed by the Executive Director in the event DMC shall fail to appoint its representative member of the Advisory Board or Collections Committee, as contemplated by this Agreement, with such substitute member serving in such capacity until DMC shall designate and appoint its representative member, on the condition that such substitute member appointed by the Executive Director be a third party with an understanding of art collections and no contemporaneous affiliation to or conflict of interest with the FSU Parties or the Center.

“**Trade Assets**” means the trade name, trademarks, logos, and design marks of DMC and all of its donor lists, membership lists, student lists, docent lists, staff lists, teacher lists, and other similar assets.

“**Transfers**” has the meaning set forth in Section 8.1 hereof.

“**University Danforth Trust Fund**” has the meaning set forth in Section 10.1(b) hereof.

## **1. The Collection.**

1.1 Effective on the Closing Date, and subject to satisfaction of the closing conditions set forth in Section 8.1 and the terms of Sections 10 and 11:

(a) DMC shall gift and transfer all rights, title and interest in and to the Collection to the Foundation;

(b) the Foundation shall receive and assume complete ownership and responsibility for the Collection, including but not limited to its care, maintenance, storage, protection, preservation, display, management, cataloging, and insurance;

(c) accessioning to, de-accessioning from, accepting gifts for, or making loans of a substantial quantity (in excess of one percent (1%) of the items at any one time for more than a period of one (1) year) from the Collection (any such action, a “**Collection Action**”) must be approved by the Foundation board, in its discretion, after consultation with the Advisory Board (as defined in Section 7.1 hereof); and

(d) funds from any de-accessioning of art from the Collection will be maintained by the Foundation in a separate financial account specifically to hold such funds and to be used solely

to fund acquisition and conservation of art (“**Foundation Art Fund**”). If funds are otherwise raised by or provided to DMC or any of the FSU Parties for art acquisition or conservation for the Collection, these funds will be directed to the Foundation Art Fund to be held and used only for such accession or conservation purposes for the Collection as approved by the Foundation’s board of directors, in its discretion, after consultation with the Advisory Board, unless otherwise constricted by the terms of any applicable donor agreement. Any and all gifts of artworks specifically designated to be added to the Collection (excluding funds or artworks gifted directed to the University for use outside of the Center) shall be directed by the Parties to the Foundation to become part of the Collection, and any subsequent disposition thereof shall be approved by the Foundation, in its discretion, after consultation with the Advisory Board.

## **2. The Building.**

2.1 Effective on the Closing Date, and subject to satisfaction of the closing conditions set forth in Section 8.1 and the terms of Section 11 hereof:

- (a) DMC shall convey all rights, title and interest in and to the Building to the Organization for nominal consideration. The Organization intends to lease or license the Building to the University for use as a Museum for the Collection, for Studio Art Classes, for administrative offices, and for other uses deemed appropriate for the Purposes of this Agreement;
- (b) the Organization shall accept receipt of the Building subject to associated mortgage responsibilities, line-of-credit obligations, in-kind commitments, and reversionary interests and rights, and other monetary liabilities that are identified in Exhibit D, including but not limited, to those imposed by the Town of Framingham as set forth in the Agreement dated [REDACTED] by and between the FSU Parties and the Town of Framingham, Massachusetts attached hereto as Exhibit C (the “**FSU Town Agreement**”);
- (c) under a one year lease, renewable annually, the Organization shall lease the Building to the University to initially be used as follows:
  - i. the third floor for Studio Art Classes;
  - ii. the second floor for Center administrative offices and a small art gallery(ies) for selected pieces from the Collection or special exhibitions, for which no admission fee will be charged; and
  - iii. the first floor for storage, curatorial and preservation services for the Museum (all of such uses set forth in this Section 2.1 (c) i, ii, and iii, the “**Initial Use**”).
- (d) the University intends to expand the gallery space for the Collection in the Building, contingent upon raising funds for various capital programs as contemplated in this Agreement:
  - i. by updating systems and renovating portions of the first and second floors of the Building (with some areas remaining for Center administrative space) to provide expanded gallery space for the Collection (“**Phase I**”); and
  - ii. by expanding the footprint of the Building or building an adjacent structure to the Building to be used for relocated Studio Art Classrooms

(that would then permit renovation of the third floor of the existing Building for additional gallery space for the Collection) or to be used for the Museum in order to expand galleries (“**Phase II**”).

- (e) the FSU Parties expressly acknowledge that the consent of the Town of Framingham to the conveyance of the Building to the Organization is conditioned upon the use of the Building for Studio Art Classes and as a Museum to the greatest extent possible;
- (f) the Organization shall assume title, sole ownership and on-going responsibility for the Building, including but not limited to its mortgage, taxes (if any), care, maintenance, protection, security, preservation, management, utilities, and insurance, and any other liabilities as recorded and found in Exhibit D;
- (g) the Organization shall lease or license, subject to terms to be separately and mutually agreed between the Organization and the University, the Building to the University for use as described above;
- (h) the FSU Parties and, after the Closing Date, the Center, shall develop and implement plans, dependent on achieving fundraising goals and to the extent financially feasible, for Phase I and Phase II, to be undertaken separately or together, with the goal of creating an Art Museum for the Collection. The Parties shall strive to seek accreditation, at some future date, by the Association of American Museums; and
- (i) the Parties understand and agree that during the Building renovation for Phase I or Phase II, portions, or the entirety, of the Building may be unfit or otherwise unavailable for use for any purpose, and the University will, to the best of its ability, undertake such actions as necessary to maintain appropriate visibility for the Museum and a limited display of items from the Collection and limited related Museum programs until completion of the Building renovations.

### **3. The School.**

3.1 Effective on the Closing Date, and subject to satisfaction of the closing conditions set forth in Section 8.1 and the terms of Section 11 hereof:

- (a) DMC shall gift and transfer all rights, title and interest in and to its past and present curriculum for its Studio Art Classes, together with available lists of teachers, students and material suppliers, to the University;
- (b) the University shall receive and assume complete responsibility for administrating the School and for Studio Art Classes offered by the School under its Offices of Graduate and Continuing Education (or such other appropriate academic unit as may be determined in the University’s sole discretion from time to time);
- (c) the University shall offer and conduct Studio Art Classes under the name of “Danforth Art School at Framingham State University”;
- (d) the University shall offer through the School Studio Art Classes to adults and youth;

- (e) the University shall offer Studio Art Classes that include classes that make use of the Museum, the Collection, and special Museum exhibitions and programs, including in-gallery classes and visits;
- (f) Studio Art Classes offered by the School shall be determined by the University with the advice and consultation of the Executive Director;
- (g) the University shall be responsible for establishing and collecting, and having the financial benefit of, all fees for Studio Art Classes offered by the School, and setting the prices for supplies and other related fees or expenses in connection therewith recognizing that net revenues from such operations are necessary to contribute to support Museum operations costs; and
- (h) the University intends to leverage the presence and resources of both the Museum and School for its Arts Programs and its other academic programs (including non-Arts Programs) to produce synergistic benefits and fulfill the Purpose of this Agreement.

#### **4. The Staff.**

4.1 Effective on the Closing Date, and subject to satisfaction of the closing conditions set forth in Section 8.1 and the terms of Section 11 hereof; and subject to terms consistent with University budgetary, supervisory and hiring practices and applicable collective bargaining agreements, the University will hire and/or provide for the following six (6) administrative positions to manage the Center: Executive Director, curator, collections manager, database manager, communications director and School administrator, and may adjust the number of Center staff from time to time in accordance with the needs of operating and managing the Center.

#### **5. The Trade Assets.**

5.1 Effective on the Closing Date, and subject to satisfaction of the closing conditions set forth in Section 8.1 and the terms of Section 11 hereof:

- (a) DMC shall gift and transfer all rights, title and interest in and to its Trade Assets to the University with the intention they be used only in connection with the Center and fulfillment of the Purpose;
- (b) DMC shall have a fully paid, royalty-free, non-transferrable perpetual license from the University to use the Trade Assets (as such Trade Assets may be subsequently modified or used by the University in connection with the Center from time to time, which may be advised to DMC at its reasonable request) solely to provide financial and other support to the Center in connection with “Friends of Danforth Art”, or such other new name DMC intends to adopt after the Closing Date. Should DMC use the Trade Assets in any way that is contrary or detrimental to the Purpose of this Agreement, and/or the viability of the Center, Museum, School or the Parties, or transfer use of the license to another entity, the University may revoke the use of the

license after notice to DMC and the opportunity to cure such contrary or detrimental use within twenty (20) days of such notice;

(c) the University intends to leverage the goodwill and value of the Trade Assets to promote and generate publicity and support for the Center, Museum and School, which shall include, but is not limited to appropriate signage for the Center, Museum and School, visibility in marketing materials, on-line presence and websites, Collection and Museum event publicity, Studio Class promotion and enrollment notifications, social media activities, etc.; and

(d) the University intends to promote and protect the Trade Assets to at least the same extent as it promotes and protects its own similar such assets.

## **6. Other Assets and Liabilities.**

6.1 From and after the Effective Date and through the Closing Date, DMC shall provide to the FSU Parties complete monthly financial statements (balance sheet and P&L statements) by the 10<sup>th</sup> day of each month reflecting the prior month. Such financial statements shall include all assets and liabilities known to DMC.

6.2 On the Closing Date, subject to satisfaction of the closing conditions set forth in Section 8.1 hereof and the terms of Section 11 hereof, other than the Collection, the Building (and associated liabilities), the Trade Assets, the dispositions of which are set forth above, any and all other assets and liabilities of DMC shall be fully transferred and assigned to, and assumed by the University.

6.3 DMC remains responsible for any undisclosed liabilities; the FSU Parties accept responsibility only for those liabilities identified in Exhibit D (which shall include any liabilities under any line of credit extended to DMC, which the Parties will cooperate to obtain or expand). DMC shall resolve all known liabilities not included in Exhibit D prior to the Closing Date with the exception of the line of credit.

6.4 DMC shall purchase tail insurance and shall maintain said insurance for a period of three (3) years (with prepayment prior to the Closing Date) for any known or unknown liabilities that may survive this Agreement.

## **7. The Advisory Board.**

7.1 Prior to the Closing Date, the Parties shall establish an advisory board composed of an equal number of members appointed by the FSU Parties (represented as one group) and DMC, with one additional member appointed by the Executive Director (the “**Advisory Board**”). In the event DMC shall fail to appoint its required members to the Advisory Board within sixty (60) days of written request from the Executive Director, the Executive Director may appoint Substitute DMC Member(s) to the Advisory Board.

7.2 The role of the Advisory Board shall be to provide guidance and support to the FSU Parties on certain matters including:

- (a) formation of a Collections Committee to recommend to approve or deny any Collection Action;
- (b) Museum events and programming;
- (c) position description and hiring of future Executive Directors of the Center;
- (d) supporting and conducting fundraising for the Center;
- (e) building renovation plans; and
- (f) other matters as may be requested by the FSU Parties from time to time.

7.3 The number of total members of the Advisory Board shall be determined by mutual agreement of the Parties, but shall number at least three (3) members and shall always be composed of a total of an odd number of members to avoid deadlock in decision-making, and have one member acting as chair elected by the other members. The then-current Executive Director shall not ever be a member of the Advisory Board but may attend any meeting of the Advisory Board at the discretion of the chair of the Advisory Board.

7.4 The Advisory Board shall establish its own governance by-laws, meeting schedule, and other administrative functions. The structure of advisory boards of other similar art museums at academic institutions may be used as a model for governance.

7.5 The Advisory Board shall establish a collections committee (the “**Collections Committee**”) which shall be responsible for making formal written recommendations to the Advisory Board for Collection Action. Any such recommendation of the Advisory Board on a Collection Action shall be submitted for final approval to the board of directors of the Foundation, the vote of which is required to give final effect to any such decision with respect to a Collection Action.

7.6 The Advisory Board shall determine the appropriate make-up of the Collections Committee, including the number of members and their respective backgrounds; however, membership shall number at least three (3) individuals and shall always be composed of a total of an odd number of members to avoid deadlock in decision-making, and have one member appointed as chair by the Advisory Board chair. The Collections Committee shall establish its own governance by-laws, meeting schedule, and other administrative functions, which shall be in form and substance similar to those of collections committees of other similar art museums at academic institutions.

7.7 The Center shall comply with DMC’s collection management policy, as attached hereto as Exhibit E (the “**Collections Policy**”), as such policy may be amended from time to time by the Advisory Board consistent with collections policies recommended by the Association of American Museums.

7.8 Recommendations of the Advisory Board to the Foundation shall be made by majority vote of a quorum of its members except that any recommendation of the Advisory Board with respect to a Collection Action must include the vote of a member appointed by DMC or a Substitute DMC Member.

## **8. Closing Conditions.**

8.1 The gifts and transfers of assets and liabilities from DMC to the FSU Parties as contemplated by this Agreement (the “**Transfers**”), and all other representations, warranties, duties, rights and obligations of the Parties hereunder, are contingent upon and subject to completion of the following by the Closing Date:

- (a) approval by the Massachusetts Supreme Judicial Court of the Transfers as contemplated by the Section 8A Notice filed by DMC as required by Massachusetts law;
- (b) approval by the Town of Framingham of the transfer of the mortgage and its associated obligations pertaining to the Building from DMC to the Organization, and a waiver of its original right of first refusal and right of reversion pursuant to its agreements with DMC;
- (c) execution of the FSU Town Agreement attached hereto as Exhibit C;
- (d) approval and authorization of this Agreement in form and substance by the respective governing boards of DMC, the University, the Foundation, and the Organization;
- (e) no state or federal governmental authority shall have enacted any law or issued any order that has the effect of making the Transfers or the performance of the obligations of the Parties under this Agreement to be performed prior to the Closing Date illegal or otherwise restrained or prohibited;
- (f) the Parties have complied with all respective pre-closing conditions or obligations, and the representations and warranties made in this Agreement are true as of the Closing Date;
- (g) no litigation shall have commenced or judicial or administrative orders or decrees which would prohibit or restrain the transactions or terms set forth in this Agreement;
- (h) there shall have been no material changes to the Collection;
- (i) there shall be no substantial change in financial position of the DMC;
- (j) the FSU Parties shall assume the outstanding building mortgage and pay the line-of-credit liabilities listed in Exhibit D such that the DMC line of credit shall be satisfied and closed.;
- (k) DMC shall resolve any and all liabilities not listed in Exhibit D of which it knows, or reasonably should know, prior to the Closing Date;
- (l) with respect to any obligations in connection with goods, services, or space that will continue to be provided past the Closing Date, the FSU Parties, or any one of them may - as permitted by state procurement processes - enter into contracts with vendors to provide such services; and
- (m) DMC shall have complied with all pre-closing conditions, and its representations and warranties made in this Agreement are true as of the Closing Date.

## **9. Representations and Warranties.**

9.1 Each Party, for itself, hereby represents and warrants:

- (a) it is a non-profit corporation or public entity, duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts;
- (b) it has the full right, power, and authority to enter into this Agreement, any and all other agreements, documents, and instruments to be executed and delivered by it pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby; and
- (c) the execution, delivery and performance of this Agreement will not violate any other agreement or obligation to which such Party may be subject.

9.2 DMC further represents and warrants:

- (a) DMC is recognized as an organization exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and as other than a private foundation under Sections 509(a)(1) or (2), respectively, of the Code. The determination letter issued to DMC by the Internal Revenue Service (the "IRS") dated September 11, 1974 (the "**Determination Letter**") is in full force and effect and has not been revoked or withdrawn. All of DMC's operations and business conform with and are permissible activities under Section 501(c)(3) of the Code and DMC has no knowledge of any action or threatened action by the IRS to revoke or terminate its federal tax-exempt status or its status as a public charity under Section 509(a)(1) or (2) of the Code.
- (b) DMC has no knowledge that it has engaged in any transaction that is reasonably likely to result in the imposition of an excise tax under Section 4958 of the Code. To the best of DMC's knowledge, the consummation of this Agreement will not jeopardize the federal or state tax exempt status of DMC, nor constitute an excess benefit transaction by DMC under Section 4958 of the Code. DMC has no knowledge of any action or threatened action by the IRS to impose on it or any "disqualified person" an excise tax under Section 4958 of the Code. To the best of DMC's knowledge, DMC has not engaged in any transaction that is reasonably likely to result in the imposition of a tax on unrelated business income of DMC pursuant to Section 511 of the Code.
- (c) No tax liens have been imposed on the Collection, the Building, or any other property or assets of DMC, nor, to DMC's knowledge, have any deficiencies or claims for any tax liability of DMC been proposed, asserted or assessed which remain unpaid.
- (d) There is (i) no action, suit, proceeding, investigation, audit or claim pending or in progress or, to DMC's knowledge, threatened regarding any taxes relating to DMC for any tax period ended or ending prior to the Closing Date; and (ii) no extension of time in force with respect to any date on which any tax or information return was or is to be filed and no waiver or agreement in force for the extension of time for the assessment or payment of any tax.
- (e) To DMC's knowledge, there are no current or pending audits of the tax or information returns of DMC for any taxable year.
- (f) To the knowledge of DMC, as of the dates of its audited or most recent unaudited financial statements, DMC has no additional liabilities, either accrued or contingent, other than

those reflected in its financial statements or communicated to the University for the period from the most recent statements provided, of a nature required to be reflected in the financial statements in accordance with generally accepted accounting principles, and whether due or to become due, which individually or in the aggregate are reasonably likely to have a material adverse effect on the Transfers.

(g) After the Effective Date and to the Closing Date, there will not be any operation of DMC out of the ordinary course of business or any change in the financial condition, properties, assets, liabilities, business, prospects or operations of DMC which change (i) by itself or in conjunction with all other such changes, has been or is likely to be materially adverse, or (ii) has not been advised to any one of the FSU Parties by DMC in writing prior to the Closing Date.

(h) To DMC's knowledge, there are no lawsuits, actions or administrative, arbitration or other proceedings or governmental investigations pending or threatened against or relating to DMC or DMC's property.

(i) To the best of DMC's knowledge, DMC is not delinquent in payments to any of its employees for any wages, salaries, commissions, bonuses, or other direct compensation for any services performed for it to the date hereof or amounts required to be reimbursed to such employees. Upon termination of the employment of any of the DMC's employees, DMC will not be liable to any such employees for "severance pay" or any other payments. To the knowledge of the DMC, it is in compliance with all applicable laws and regulations respecting labor, employment, fair employment practices, terms and conditions of employment, and wages and hours. To the knowledge of DMC, there are no threatened or pending charges of discrimination, sexual harassment or unfair labor practices, or other claims by employees against the DMC.

(j) Notwithstanding any inclusion in Exhibit D, prior to the Closing Date, DMC shall be responsible for the payment of all accrued vacation, personal leave or other entitlements its employees may claim upon the termination of their employment as well as any "severance pay" or "termination allowance" or other comparable benefit that DMC may have agreed to provide its employees;

(k) To the best of DMC's knowledge, DMC has not used any funds for any unlawful contributions, payments, gifts, or entertainment, or made any unlawful expenditures in any way relating to any political activity, government officials, or others, and neither DMC or any affiliated entity, nor any director, officer, agent, or employee or other person authorized to act on behalf of DMC has accepted or received any unlawful contributions, payments, gifts, or expenditures; and

(l) The Parties attach to this Agreement at Exhibit F a budget for the Center for fiscal year 2017 and pro-forma financials for the Center for each of the subsequent four (4) years, understanding that such budget and projections are material assumptions for the Parties entering into this Agreement.

## **10. Post-Closing Covenants.**

10.1 Effective on and continuing after the Closing Date:

- (a) In its judgment and to the extent allowed by law, the University shall provide appropriate facilities and necessary and appropriate support services to the Center, Museum and School, including but not limited to administrative, development, legal, accounting, human resource, internship, work-study, marketing, public relations, janitorial, infrastructure and other commercial services and support to ensure proper, effective and efficient operation of the affairs of the Center, Museum and School, as described herein.
- (b) The University shall create a separate trust fund (hereinafter the “**University Danforth Trust Fund**”) designated solely for providing for the financial operating and maintenance needs of the Center.
- (c) The Foundation shall create a separate trust fund (hereinafter the “**Foundation Danforth Capital Projects Trust Fund**”) designated solely for providing for the major capital projects needs of the Center.
- (d) The Foundation shall create a separate trust fund (hereinafter the “**Foundation Art Fund**”) designated solely for providing for the Collection Actions of the Center.
- (e) To the extent permitted by law and their respective by-laws, the Center, working in cooperation with the Executive Director and other Center staff, the University’s Development Office, the Foundation, and the DMC, will take a leadership role in establishing and achieving fundraising goals for deposit into the University Danforth Trust Fund, the Foundation Danforth Capital Projects Trust Fund, and the Foundation Art Fund, as appropriate for the following purposes: (i) to meet ongoing operating expenses (including the care and protection of the Collection) which funds shall be wholly deposited and directed into the University Danforth Trust Fund; (ii) to meet major capital needs, improvements or projects for the Center (including Phase I and/or Phase II), which funds shall be wholly deposited and directed into the Foundation Danforth Capital Projects Trust Fund; and, (iii) to acquire new art for the Collection, which funds shall be deposited and directed to the Foundation Art Fund. To the extent permitted by law and by the DMC’s Articles of Organization, all proceeds from fundraising for the above referenced matters (Center operations and maintenance, Phase I and/or Phase II, operational support and capital improvements or art acquisition) will be deposited into or be granted to the University’s Danforth Trust Fund, the Foundation Danforth Capital Projects Trust Fund, or the Foundation Art Fund as appropriate, regardless of which entity solicited and was gifted the funds. Any in-kind gifts designated for each fund shall be similarly so directed.
- (f) Except as needed and used to pay legal, filing, accounting and similar fees necessary to maintain its 501(c)(3) status or legal existence (and in such case, only up to a ceiling of \$5,000 per fiscal year as adjusted for inflation hereafter), DMC will not (i) engage in any fundraising unless it is for the purposes described above in Section 10.1(e), nor (ii) use the words “Danforth” or “Framingham State” in any configuration to fundraise unless for the purposes described.
- (g) The University shall have primary responsibility for account management, accounting and investment activities for the University Danforth Trust Fund; the Foundation shall have primary responsibility for account management, accounting and investment activities for the Foundation

Art Fund and the Foundation Danforth Capital Projects Trust Fund; and both the University and the Foundation shall provide respective financial and investment reports, as reasonably requested and available, and on a periodic and annual basis, to DMC.

(h) Fundraising goals for the Center and the funds referenced herein will be determined collaboratively among the Parties on an annual basis.

(j) DMC and the FSU Parties acknowledge and agree that capital projects to benefit the Center and School, including for Phase I, Phase II and for art acquisition, are solely contingent upon the Center achieving fundraising goals.

(k) The Foundation shall nominate and present for election one (1) representative from and proposed by DMC to the Foundation board of directors, to have the same rights, duties and privileges of all other existing directors. If the proposed candidate is not elected, a new candidate shall be presented by the DMC for Foundation consideration. For so long as the Collection remains with the Foundation and so long as the DMC continues to exist, and subject to changes to the Foundation's by-laws, there shall always be at least one (1) representative proposed by DMC on the Foundation board of directors.

(l) All messaging to the public regarding the terms of this Agreement until the Closing Date will be issued in tandem by the University and DMC. The Parties acknowledge that as a state institution, the University is bound by public records laws.

(m) The University will produce and host one or more webpages or websites accessed independently or through its main site for the Center, the Museum, and the School, and ensure appropriate content, functionality and information.

(n) The FSU Parties shall be, as appropriate, responsible for the payment of any and all city, state, federal or other expenses, fees, and other charges resulting from the Transfers and other transactions contemplated by this Agreement.

(o) DMC shall, at the request of any FSU Party, execute and deliver, or cause to be executed and delivered, additional conveyances, transfers, documents, instruments, assignments, applications, certifications, papers, and other assurances that such FSU Party reasonably requests as necessary, appropriate, convenient, useful, or desirable to effectively carry out this Agreement's intent with regard to the transfer of the Transferred Assets (or any portion thereof).

(p) The FSU Parties and their Affiliates shall, at the request of the Attorney General of the Commonwealth of Massachusetts, or DMC execute and deliver, or cause to be executed and delivered, additional conveyances, transfers, documents, instruments, assignments, applications, certifications, papers, and other assurances that such requesting party reasonably requests as necessary, appropriate, convenient, useful, or desirable to effectively carry out the terms and intent of Section 11 hereof.

(q) The Foundation shall maintain the integrity of the Collection and not make any further transfer or gift of the Collection except (i) to another FSU Party or their Affiliates, provided such party agrees to be bound to all terms in this Agreement as if a party hereto, or (ii) as expressly

permitted by Section 11.2 (iii). The Foundation shall not pledge, encumber or hypothecate the Collection, or otherwise create any claim thereon or thereto by any third party.

(r) The Foundation shall not pledge, encumber or hypothecate the Collection, or otherwise create any claim thereon or thereto by any third party.

## **11. Contingency Plans.**

11.1 From and after the Closing Date, in the event any of the FSU Parties or their Affiliates (as may be applicable subsequent to the Effective Date):

- (a) fail to use the Collection or Building for the Purpose described herein;
- (b) fail to maintain the School for the Purpose described herein;
- (c) determine in their sole and absolute discretion to permanently close the Museum;
- (d) be and remain in breach of the FSU Town Agreement (unless there exists a definitive plan for an alternate facility for the Museum and School at a location(s) other than the Building and consistent with fulfilling the Purpose);

(any such event, a “**Contingency Event**”), and such Contingency Event continues for a period of thirty (30) days, DMC may, in its sole and absolute discretion, give written notice to the FSU Parties of the alleged Contingency Event, upon which one or more of the FSU parties shall promptly meet with DMC to discuss and resolve said event.

11.2 If the Parties are unable to come to an agreement within six (6) months to resolve a Contingency Event (measured from the date of notice set forth in Section 11.1), or if it is determined by any of the FSU Parties to be financially unfeasible to continue to support the Center as provided herein due to lack of achieving fundraising targets, the Parties shall work to implement a “Contingency Plan” as follows:

i) the Parties may mutually agree to limit plans for the Museum to the Initial Use or Phase I;

ii) the Parties may agree in writing that the obligations of FSU Parties set forth in this Agreement (e.g., number of staff positions under Section 4 of this Agreement to recognize change in scope of Museum operations) may be adjusted to enable viability of the Center; or,

iii) in case (i) or (ii) shall not be viable or mutually agreeable, FSU shall, upon written request from DMC or at the request of the Attorney General of the Commonwealth of Massachusetts, instruct the Foundation to offer to transfer all right, title and interest in and to the Collection existing as of the Closing Date (not including any artwork acquired subsequent thereto) and the then-existing balance of the Foundation Art Fund to a major Art Museum, the first preference of the Parties being the Worcester Art Museum. Upon acceptance of such Collection by such Art Museum, the Foundation will undertake all such actions as necessary to gift or otherwise effect the complete transfer of ownership and rights to the “Danforth Collection” so identified, contingent upon a vote of approval by the Foundation. It is the desire and intention of the Parties that the transfer of the “Danforth Collection” and balances of the

Foundation Art Fund be made to maintain the integrity and attribution of the Collection with the “Danforth” name, and maintain and use proceeds from the Foundation Art Fund solely for the benefit of the Collection. The Parties agree that any and all decisions with respect to further accessioning or de-accessioning with respect to the Collection be made in a manner consistent with a view towards preserving the Collection consistent with the receiving museum’s collection management policies. The FSU Parties may undertake all such actions as necessary to gift or otherwise effect the complete transfer of ownership and all rights, title and interest in and to the then-existing Trade Assets to the Art Museum accepting the Collection.

## **12. Other.**

12.1 DMC may continue to exist as a legal entity and within ninety (90) days from the Closing Date, shall legally rename itself to “Friends of Danforth Art” or such other similar name, and function solely as an organization to provide financial and advisory support to the Center as set forth in Agreement. Its mission and by-laws shall be appropriately amended to such effect.

12.2 To the extent allowed by law, the Parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, as is reasonably requested for the purpose of carrying out the intent of this Agreement and any of the transactions contemplated hereby.

12.3 The University (on behalf of the FSU Parties) and DMC shall cooperate with each other in the preparation of, and each shall give its prior written approval to, any and all public relations activities or other publicity, interviews or announcements concerning the transactions contemplated by this Agreement.

12.4 The Parties attach to this Agreement at Exhibit F a budget for the Center for fiscal year 2017 and pro-forma financials for the Center for each of the subsequent four (4) years, understanding that such budget and projections are material assumptions for the Parties entering into this Agreement.

## **13. General**

13.1 In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity and enforceability of all the remaining clauses of this Agreement.

13.2 This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts which shall be the forum for any lawsuit between the parties arising from or incident to this Agreement.

13.3 The Parties acknowledge that the terms of this Agreement may be enforced by the Parties, their permitted successors or assigns, or by the Commonwealth of Massachusetts, acting through its Attorney General or other officials.

13.4 Nothing in this Agreement shall be deemed to make the Parties partners or joint venturers or to create a relation of principal and agent between them, nor shall any Party hold itself out as joint

venturer, partner, or agent of the other contrary to the terms of this Agreement by advertising or otherwise. Neither party shall be bound by any representation, act or omission of the other made contrary to the provisions of this Agreement.

13.5 This Agreement and its exhibits, contain all the terms by and among the Parties with respect to the matters herein. Any provision of this Agreement may be amended, waived or modified only in writing upon the consent of each of the FSU Parties and DMC. Any amendment or waiver effected in accordance with this paragraph shall be binding upon all of the parties hereto, and their respective permitted successors, assigns and transferees.

13.6 A Party may not assign this Agreement, or its rights and obligations thereunder, to any third party without the consent of the other Parties.

13.7 This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

13.8 The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any of the Parties.

13.9 This Agreement and the exhibits attached hereto set forth the entire understanding of the Parties and supersede all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof.

13.10 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

13.11 The Parties agree to conduct the transaction contemplated by this Agreement by electronic means for purposes of Massachusetts General Laws, Chapter 110G, Section 5.

13.12 The Parties agree that any allegations of breach of this Agreement, including those matters set forth in Section 11, will be noticed in writing to the alleged breaching Party, and the Parties will meet to resolve said allegations. If agreement is not reached within four (4) weeks, the Parties may agree to proceed to mediation conducted by and under the then existing commercial rules of the American Arbitration Association. Notwithstanding mediation, if a resolution is not reached, the Parties will move the matter to binding arbitration before a single arbitrator selected pursuant to the then existing commercial rules of the American Arbitration Association, the costs of which shall be borne equally by the Parties. Notwithstanding the forgoing, recognizing the potential irreparable and imminent harm in the event of any threatened or alleged breach of Sections 9(q) or 9(r), the Parties agree that DMC shall have the right to petition a court of competent jurisdiction for immediate relief without need to pursue mediation or arbitration in such case.

13 This Agreement is subject in all respects to such judgment or judgment as may be issued by the Massachusetts Supreme Judicial Court, or any other court, in connection with the Transfers.

\* \* \* \* \*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their duly authorized representatives as set forth below.

**Framingham State University**

By: \_\_\_\_\_  
Richard C. Logan  
Chair, Board of Trustees

By: \_\_\_\_\_  
F. Javier Cevallos, PhD  
President

**The Danforth Museum Corporation**

By: \_\_\_\_\_  
Agnes M. Macksoud, Co-President

By: \_\_\_\_\_  
Richard Perse, Co-President

**Framingham State University Foundation, Inc.**

By: \_\_\_\_\_  
Robert Ramrath, President

**Framingham State University Foundation Supporting Organization, Inc.**

By: \_\_\_\_\_  
Robert Ramrath, President

**EXHIBIT A:**

BUILDING DEED

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**EXHIBIT B:**

COLLECTION

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**EXHIBIT C:**

FSU TOWN AGREEMENT

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**EXHIBIT D:**

DMC FINANCES

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**EXHIBIT E:**

COLLECTIONS POLICY

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**EXHIBIT F:**

PRO FORMA BUDGET

**Memorandum of Agreement  
between  
Town of Framingham and Framingham State University and  
Framingham State University Supporting Organization, Inc.**

This Memorandum of Agreement (“MOA”) is entered into on \_\_\_\_\_, 2017 between the **Town of Framingham**, a municipal corporation having its office at 150 Concord Street, Framingham, MA 01702 (“Town”) acting by and through its Board of Selectmen, and **Framingham State University**, (“University”) is public institution of higher education authorized by G.L.c. 15A, § 5, operating under the direction of a board of trustees, whose members are appointed by the Governor of the Commonwealth of Massachusetts, and the **Framingham State University Foundation Supporting Organization, Inc.**, (“Supporting Organization”) a Massachusetts non-profit corporation having status as an I.R.C. 501 (c )(3) tax exempt organization whose address is c/o **the Framingham State University Foundation, Inc.** (“Foundation”), 100 State Street, Framingham, MA 01701 and the Foundation

**RECITALS**

1. Whereas the Town conveyed the land and improvements thereon at 14 Vernon Street, Framingham, MA, including the Jonathan Maynard Building (“Premises”; the Jonathan Maynard Building is hereafter referred to as the “Maynard Building”) to The Danforth Museum Corporation (“Danforth”) on January 27, 2014, under the deed filed as Document No. 1663930 (“Deed”) so that the Danforth could relocate the Danforth Museum and School from Union Avenue in Framingham to the Premises; and
2. Whereas, under the terms of paragraph 2.31 of Rider A to a Purchase and Sale Agreement for Massachusetts Real Estate dated February 5, 2013 (“Purchase and Sale Agreement”), the provisions of which survive recording of the Deed, title to the Premises shall revert to the Town of Framingham if the Danforth fails to provide to the Town over a period of five years (i.e., until January 21, 2019) in-kind services and continuing thereafter for another five years, and then as needed, valued in excess of \$500,000.00 over the initial five-year period, which in-kind services shall consist of:
  - i) educational programs in collaboration with the Framingham Public Schools;
  - ii) membership discounts for Framingham residents;
  - iii) studio art program scholarships for Framingham adults, and
  - iv) professional development classes for Framingham Public School teachers, and to continue such services for an additional five-year period, after which the Danforth and the Town would commit to maintaining service based needs to the Framingham community;
3. Whereas, the Purchase and Sale Agreement further stipulated that, “During the existence of the mortgage, the Danforth Museum grants to the Town a Right of First Refusal to repurchase the property at 2/3 of the full market value (evidenced by a bona fide offer to purchase)” before the mortgage was satisfied, and \$500,000.00 less than market value (evidenced by a bona fide offer to purchase) after the mortgage was satisfied, and that this “Right of First Refusal shall exist for a period of 75 years commencing from the date of the closing”; and

NOW THEN,

4. Whereas, the Danforth has entered into an agreement with the Supporting Organization to convey the Premises to it for nominal consideration, together with all tangible and intangible assets and subject to liabilities of the Danforth, contingent upon obtaining approval for the same from the Public Charities Division of the Commonwealth's Office of the Attorney General;
5. Whereas, upon renovation, the Premises are currently being used and occupied as follows:
  - a. The third floor is being used for art classes;
  - b. The second floor is being used for administrative offices and will contain a small art gallery for which no admission fee will be charged; and
  - c. The first floor is being used for storage, curatorial and preservation services.
6. Whereas, after taking title to the Premises, the Supporting Organization, Inc., shall enter into a license with the University for one year, to be renewed annually until the Mortgage to the Town is paid in full and discharged, which license shall commence immediately upon conveyance of the Premises so that the University may operate the Danforth Museum and School at the Premises as an academic center of Framingham State University, for the benefit of the University's students and faculty, and for the benefit of the inhabitants of the Town to fulfill the intent of the Purchase and Sale Agreement;

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. the University shall use the Maynard Building as described above, with the intent to expand the gallery space, and contingent upon raising funds for various capital programs as described below as set forth in the Founding Agreement between the Danforth and the University, Supporting Organization, and the Foundation dated May \_\_ 2017, the University will:
  - a. update systems and renovate portions of the first and second floors (with some areas remaining administrative space) to provide expanded gallery space (Phase I)
  - b. expand the footprint of the Maynard Building or build an adjacent structure to the Maynard Building to be used as relocated studio art and classroom space (that would then permit renovation of the third floor of the existing facility for additional gallery space) or to be used for museum space in order to expand galleries (Phase II);

2. the University shall begin fundraising efforts, for both operating needs and the noted capital programs, immediately after the transfer of the Maynard Building from the Danforth to the Framingham State University Foundation Supporting Organization, Inc. and use its best efforts to display as many as possible of artworks currently in the possession of the Danforth to be acquired by the Foundation, subject to curatorial discretion, changing exhibits and adequate space, to maintain a bona fide art museum on the Premises. The University, the Supporting Organization and the Foundation expressly acknowledge that the Town's consent to the Danforth's conveyance of the Premises to the Supporting Organization is conditioned upon the use of the building as a museum and for studio art classes to the greatest extent practicable.
3. The University shall provide in-kind contributions valued at not less than \$500,000.00 to benefit the residents of Framingham over a period of five years, commencing from time of filing the deed from the Danforth Museum Corporation to the Supporting Organization, with the Middlesex South Registry District of the Land Court which in-kind contributions shall consist of:
  - a. educational programs in collaboration with the Framingham Public Schools;
  - b. membership and event discounts for Framingham residents;
  - c. studio art program;
  - d. academic and/or housing, scholarships for Framingham residents up to eight scholarships, the total of which is not to exceed \$40,000.00 per year unless a greater amount is authorized by mutual written agreement between the Town and the University, and
  - e. professional development classes for Framingham Public School teachers;
4. the University and Supporting Organization agree to provide a detailed annual accounting of the value of rendered in-kind services provided in accordance with Governmental Accounting Standards Board standards to satisfy paragraph 1(c)(i)-(iv) and present a written statement of such accounting to the Town for the preceding calendar year no later than July 31, i.e., within 31 days of the end of each fiscal year;
5. the University and Supporting Organization agree that, if the value of in-kind services received by the residents of the Town over the five-year period measured from the date when deed from the Danforth Museum Corporation to the FSU Supporting Organization is filed with the Middlesex South Registry District of the Land Court is less than \$500,000.00, then the University shall continue to provide in-kind services to the residents of the Town until such time as the \$500,000.00 value is achieved and the reverter held by the Town shall continue until such time as this obligation is fulfilled; and that the reverter held by the Town shall also continue until such time as investments have been made necessary to achieve Phase 1 renovations, as provided in section 1 a (above).

6. Contingent upon receipt of an authorizing vote of Town Meeting, the Town shall:
  - a. agree to the conveyance of the Premises by Danforth to the Supporting Organization, subject to a right of first refusal ending on January 21, 2089, and subject to a right of reverter for a period of five years and the satisfaction of in-kind services valued at \$500,000.00, (and if said in-kind services are valued at less than \$500,000.00, at the end of the five year period, additional time to reach the value of \$500,000.00) that shall be measured from the date of the filing the deed from the Danforth Museum Corporation to the Supporting Organization, with the Middlesex South Registry District of the Land Court, which rights shall be held by the Town by and through its Board of Selectmen, (“Town”) and then by its successor executive body after January 1, 2018;
  - b. waive the Town’s right of first refusal for the conveyance of the Maynard Building to the Supporting Organization only. The Town shall retain its right of first refusal as to all other conveyances, including but not be limited to, the grant of a leasehold or mortgage interest in the Premises;
  - c. allow the Supporting Organization to assume all of the Danforth’s remaining obligations under the Mortgage Note dated January 23, 2014 as affected by the Amended and Restated Mortgage Note dated \_\_\_\_\_, 2017 and the obligations evidenced by the Mortgage and Security Agreement granted to the Town by the Danforth Museum Corporation filed on January 27, 2017 as Document No. 1663932 and the Conditional Assignment of Leases and Rents filed on January 27, 2017 as Document No. 1663933 as the same is affected by the AGREEMENT TO ASSUME OBLIGATIONS UNDER MORTGAGE AND SECURITY AGREEMENT AND CONDITIONAL ASSIGNMENT OF LEASES AND RENTS (“Assumption Agreement”) dated \_\_\_\_\_, 2017 and filed as Document No. \_\_\_\_\_; and
  - d. authorize its Board of Selectmen to execute such further and additional documents that may be needed to effectuate the intent and purpose of this MOA.

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**FRAMINGHAM STATE UNIVERSITY**

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By:  
Its duly authorized:

**FRAMINGHAM STATE UNIVERSITY SUPPORTING ORGANIZATION, INC.**

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By:  
Its duly authorized:

**FRAMINGHAM STATE UNIVERSITY FOUNDATION, INC.**

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By:  
Its duly authorized:



Framingham State University (FSU) 5-Year Academic Affairs Strategic Plan (2012-2017)									
Academic Affairs Strategic Planning Priorities	Academic Affairs Strategic Planning Sub-Priorities	Baseline	Progress: Year 1 AY 2012-2013	Progress: Year 2 AY 2013-2014	Progress: Year 3 AY 2014-2015	Progress: Year 4 AY 2015-2016	Progress: Year 5 AY 2016-2017	Target	
	<b>Develop and retain quality faculty and staff</b>	<ul style="list-style-type: none"> <li>Develop recruiting strategies to attract top faculty candidates</li> <li>Orient and mentor early-career faculty</li> <li>Support CELTSS and other faculty development resources</li> <li>Provide the tools and equipment to support faculty work</li> <li>Strengthen academic community</li> </ul>	Tenure-Track Faculty--154	155 (F12)	161 (F13)	164 (F14)	175 (F15)	175	
			Total FTE Faculty--230	232.8 (F12)	246.7 (F13)	252.1 (F14)	264.58 (F15)	256.79	250
			Student/Faculty Ratio 15.8:1	16.4:1 (F12)	15.6:1 (F13)	15.7:1 (F14)	14.8:1 (F15)	14.3:1	15.8:1
			% Full Time Faculty w/ Terminal Degrees--88%	86.9% (F12)	86.8% (F13)	89.3% (F14)	89%	89% all (94% TT)	90%
			% Day Faculty from Underrepresented Groups--8.1%	13.8% (F12)	12.2% (F13)	17.84% (F14)	18.18% (F15)	18.6% (Spring 2017)	10%
			Grants & Contracts--\$5M	\$5,055,998 (F12)	\$6,443,388 (F13)	\$7,480,144 (F14)	\$8,684,447 (FY16)	\$9,893,930 (approximately)	\$6M
	<b>Strengthen new student preparation, induction and early academic success</b>	<ul style="list-style-type: none"> <li>Align readiness skills with college expectations</li> <li>Improve orientation, first-year and transitional programs</li> <li>Build connection/community on campus</li> <li>Strengthen assessment, advisement and placement</li> <li>Monitor and foster systematic and progressive preparation for graduation</li> </ul>	Nationally-Accredited/ Approved Programs--2	3	3	4	6 (F16)	6+ IACBE = 7 total	5
			Program Reviews Completed Annually--3	4	5	SBS=2, STEM=2, A&H=0 (4)	SBS=1 STEM = 1 completed, 1 will finish in fall 2016 (2)	A&H=1 (Fashion Des and Ret--Retailing only) SBS=1 STEM=1 (3)	5
			1st-Year Retention Rate--74%	74% (F11-F12)	73% (F12-F13)	75% (F13-F14)	74% (F15)	74%	78%
			6-Year Graduation Rate--52%	52% (F06-F12)	51% (F07-F13)	51% (F08-F14)	56.1% (F15)	55%	56%
			Decrease Remedial Placement, 4 Partner Schools--Eng & Math--E-15.4%; M-20.5%	ENG-34% MATH-9%	ENG-29% MATH-10%	ENG-49% MATH-20%	ENG-47% MATH-18%	ENGL - 19% MATH - 11%	ENG-10% MATH-15%
			Majors Offered--B-27; M-24	B-28; M-25	B-29; M-26	B-32; M-26	B-35; M-29	B-40; M-33	B-30; M-26
	<b>Pursue excellence and engagement in the academic experience</b>	<ul style="list-style-type: none"> <li>Increase student-faculty collaboration</li> <li>Increase experiential learning opportunities</li> <li>Strengthen citizen engagement opportunities</li> <li>Grow honors and academic enrichment opportunities</li> <li>Assess and document student learning and personal growth</li> <li>Enrich university community with diversity</li> </ul>	Academic Internships (no edu): 2011-12=193	397	383	480	484	End of year analysis -- 506	203
			New Concentrations	2	added 1 = 3	SBS=0, STEM=0 - 0+3=3 Total	3 Total	AH=0; Ed=0; SBS-1; STEM=0	2
			New Minors	3	3+ 2 new = 5	SBS+5, STEM=0 5+5 new=10 Total	10+3 new = 13 Total	A&H=1 (Interdisciplinary Science Communication) SBS=0 STEM=1 13+2 new = 15	3
			Increase # Academic Honors Societies--11	11 + 3 new = 14	14 + 1 new = 15	15 + 1 new = 16	16 + 1 new = 17	17 + 1 (Sigma Beta Delta, UG Business) new = 18 Total	15
			Reduce or Retool Low-Enrolled Programs, UG-- 1; Grad--2	UG-1+4=5	Minor (-1); retooled (3)=4 changes this year. Total 5+4=9	Retooled 3. Total 9+3=12	2 concentrations retooled into one new major (in Geography), so 13 in total	AH=3 (retooled ASL/Engl Interpr, Chinese; banked French); Ed=1; SBS-2; STEM=3 x retooled, so 13+x = total	UG-5
			BRIC Language Programs--0	Chinese Minor	Chinese Minor	Concentration in Chinese; Unbanked Russian II-Total=3 BRIC Changes	Total = 3	Total BRIC changes: Chinese Concentration, Chinese Minor, 2 Russian courses, and 2 Portuguese Courses	1
	<b>Prepare students for global citizenship and competitiveness</b>	<ul style="list-style-type: none"> <li>Expand global awareness through new majors and programs</li> <li>Integrate and grow world language programs</li> <li>Support Student international experiences</li> <li>Grow and manage FSU partnerships with international universities</li> </ul>	Expand Global Awareness in Programs	1	1	Global Studies +1=2	Partnership with MEI/JNC - 11 faculty teaching in Hangzhou China Summer 2016.	Curricular Changes in Global Studies: added courses = SBS - International Business major, Courses with global themes added in Economics.	2
			Increase # of Matriculated International Students--25/year	20	F=22; SP=24; Total=46	F=20; SP=19; Total=39	F=22; SP=21; Total = 43	Newly enrolled for F=17; SP=2; Total(newly matriculated) for Year = 19	35
			Grow FSU International Partners--4	5	added 2 = 7 total	added 3 = 10 total	13 total MOUs have been signed	MOU's Signed = 17 Total as of October 16	7
			STEM Declared Majors--23.9%	24.1% (F12)	25.0% (F13)	25.5% (F14)	26.2% (F15)	>25%	
			Expand # of STEM Centers--4	4	Added 1 (GIS)=5	Planning 1 (6 Tot) (Climate Change Education Center)	6 (F16)	0	6
			Increase % of Entering Students Who Place Into Pre-Calculus (4 Partners): 16/56, 28.57%	33% (14 of 43)	31% (15 of 48%)	24% (12 of 49)	18% (10 of 57)	11% (4 of 36)	31% (2% increase)
	<b>Strengthen and expand STEM programs and student success in STEM areas</b>	<ul style="list-style-type: none"> <li>Expand STEM majors, centers, and research and policy analysis</li> <li>Improve STEM preparation and readiness</li> <li>Increase student interest, enrollment and degrees awarded in STEM majors</li> <li>Link STEM programs to the regional scientific and technology community</li> </ul>	Increase # of courses with visits to or from STEM industry sites	1	2	4 total	5 total	0	5
			Increase STEM Advisory Boards--3	3	added 1 (PSM)=4	4 (no additions)	added 1 (Food Science)=5	0	add 2
			Add Labor Market Analyses in 5th-Year Program Review Reports--0	1 new CS	2 new (1+2=3) (Eco/Bus & BIT)	4 new (4+3=7) Pols/Geo/Nur/Nut	7 + 2 new = 9 1 + CAEP	9 + 3 new = 12 total A&H= 1 (Fashion Retailing) STEM=1, Ed (0), SBS (3)	18
			Increase Advisory Boards--5	5 + 4 new = 9	9 total	added 1 (PSM)=10	added 1 (Food Science)=11	0 + 11 = 11 total	8
			Phase-In Pilot Workforce Readiness Advisory Program Over 4 Years for ITB	1	1	Program has changed in emphasis; will move toward World of Work	Integrating readiness program into the curriculum; several other curriculum changes under discussion; current focus is on IACBE accreditation and World of Work	IACBE Accreditation Visit has occurred; hoping to hire for the World of Work workforce preparation program that utilizes industry partners to determine	All 4 years
			Initiate New Computer Science Co-Op	Complete	Complete	Complete	Complete	Complete	Complete

## 1. Develop and retain quality faculty and staff

### a. *Develop recruiting strategies to attract top faculty candidates*

- **IN PROGRESS. Mary Miles Bibb Fellowship.** We are in the final states of a search for a Mary Miles Bibb Fellow, a position that commences in September 2017. The Mary Miles Bibb Teaching Fellows are early career faculty members who have exhibited sustained and passionate commitments to diversity and inclusion in teaching, scholarship, and/or service.
- **ONGOING. Successful Diversity Hiring.** We regularly support departments to send search committee representatives to professional conferences to recruit diverse and highly qualified **faculty**. Many departments are participating in this new practice, and it is working well. As of spring 2017, we have **progressed** from our baseline of 8.1% overall to 18.6% for TT faculty (our 2017 target was 10%).
- **ONGOING. Sociology and Criminology Recruitment.** The Department of Sociology recently recruited candidates for a tenure-track criminology position at the American Sociological Association annual conference in Seattle. One of the candidates whom they met in Seattle recently accepted a position with the department and will start in September 2017.
- **DONE. Art and Music Recruitment.** Representatives from The Department of Art and Music attended the College Art Association Conference this year to recruit candidates for its two openings (Studio Art/Sculpture and Art History/Generalist). After extensive interviews at the conference and onsite candidate visits at FSU, the 1st choices for both positions accepted the jobs. In September, we will welcome Ellie Krakow and Dr. Yumi Park Huntington to FSU.

### b. *Orient and mentor early-career faculty*

- **DONE. Continuing Education English Language Program.** Developed a new Teacher Mentoring for TOEFL Preparation to provide consistency throughout the programs and improve desirable outcomes.
- **ONGOING. Department of Sociology Mentoring Program.** The department has launched a new mentoring program that matches junior faculty members with new faculty members.
- **ONGOING. Department of Physics and Earth Science Mentoring and Pedagogy.** The department offered workshops for visiting lecturers covering career development and pedagogical innovation.

### c. *Support CELTSS and other faculty and staff development resources*

- **DONE. CELTSS funded the second “Advising is Mentoring” faculty workshop.** On February 4, Dr. Gregory and the Academic Advising Advisory Group offered a daylong workshop for 20 faculty.
- **DONE. CELTSS Events Supporting Faculty Excellence in Teaching, Learning, Scholarship, and Service.** Spring semester events included the Spring Lyceum Lecture by Dr. Erika Schneider and two Scholars on the Hill sessions for presenting faculty scholarship. CELTSS Director of Mentoring, Dr. Ira Silver, held three mentoring sessions for new and pre-tenure faculty and hosted an end-of-year dinner for participants.
- **DONE. CELTSS Funding for Faculty Work.** In spring 2017, VP Vaden-Goad approved 36 recommendations for CELTSS funding for innovation in teaching, research stipends, travel to present research, and travel for professional development.
- **ONGOING. CELTSS Teaching Pairs.** In the spring semester, 16 faculty are visiting each other’s classrooms and discussing pedagogy and improving students’ learning .
- **ONGOING. CELTSS Book Circles.** Thirty faculty are participating in two spring book circles, one on *Make It Stick: The Science of Successful Learning*, and the other on *Academic Advising Approaches: Strategies That Teach Students to Make the Most of College*.
- **DONE. CELTSS Contribution to Re-Imagining the First Year (RFY).** Collaborating with the RFY Faculty & Staff Working Group and First-Year Foundations Steering Committee, the CELTSS Spring Conference on Teaching First-Year Students included a workshop on *Teaching the Students in Front of Us; A First-Year Teaching Fair*; and a workshop on *Transforming the University Classroom for Racial Justice: Making it Real*, facilitated by Tara Parker, Associate Professor of Higher Education, UMass Boston.
- **ONGOING. CELTSS Online Teaching Resource Center.** CELTSS Directors are working with Library staff to create a LibGuide to make available a wide variety of teaching materials and resources.
- **IN PROGRESS. CELTSS Day in May.** CELTSS Day in May will celebrate faculty teaching, scholarship, and creativity, with a keynote presentation by Dr. David Yeager. The day will conclude with CELTSS annual “All About Personnel Actions” workshop.
- **IN PROGRESS. CELTSS Writing Retreat.** CELTSS is sponsoring the third annual four-day writing retreat for 10 faculty and two writing coaches.
- **IN PROGRESS. CELTSS First Summer Institute for Teaching.** CELTSS is sponsoring a day of workshops focused on teaching first-year students.

- **ONGOING. Project NeXT.** Dr. May Char of the Math Department participated in Project NeXT. This is a program of the Mathematical Society of America aimed at providing mentoring to early career faculty.
- **ONGOING. Project Kaleidoscope.** We have partnered with our sister institutions to form a Massachusetts Chapter of PKal. The inaugural meeting was held at FSU in October. The next meeting will be at Westfield State in June.
- **IN PROGRESS: Certificate in Program Assessment.** Ten faculty from undergraduate and graduate programs are participating in a five workshop series in Spring 2017 focused on developing an assessment plan. The program is sponsored by CELTSS and the Office of Institutional Assessment.

**d. Provide the tools and equipment to support faculty work**

- **IN PROGRESS. Ceramics/Sculpture Facility and Art Studio Space for Seniors.** A new space has been identified in the capital plan for migration of the Ceramics and Sculpture studio classrooms to the Mayhew Building. This move would open up space in May Hall for senior art studios.
- **IN PROGRESS. LifeSize Equipped Classroom Space for Multi-institutional Learning.** Hemenway Hall 203 has been designated as a classroom space for an upgrade to include the LifeSize system, which will allow classes to be taught simultaneously at FSU and other institutions. In Spring 2017, a French language class will be the pilot for the use of this technology. Fitchburg State has agreed to stream the class to us. In Fall 2017, FSU will stream one section of Elementary Chinese I to Fitchburg, and they in turn will stream one section of Arabic for Beginners to FSU.
- **ONGOING. Digital Repository.** The Digital Repository team continues to maintain and promote the University's Digital Repository. They add items into the Faculty Selected Works pages, highlight campus wide programs (including the NEASC self-study), and digitize editions of the Gatepost and other archival images. Other projects in the pipeline include the completion of the McAuliffe digital collection, the creation of an events community, and the addition of all CELTSS programs into the repository.
- **DONE: Library.** Upon request, the Library purchased an Archives of American Newspapers (Readex) for History department faculty.
- **ONGOING. Student Assistance Team.** The Student Assistance Team (SAT), which is made up of representatives from residence life, campus police, the Counseling Center, the Center for Academic Success and Achievement (CASA), the Office of the Dean of Students, the Office of Academic Affairs, and the faculty was formed in the fall semester. The mission of SAT is to "identify and respond to students of concern in a coordinated manner in order to promote student safety, success, and community well-being." Specifically, the team provides a mechanism for various community stakeholders (e.g., faculty, staff, students) to share information and refer students who are identified as in need of additional support (beyond what is offered by existing offices) in academic and/or co-curricular aspects of student life. The goal of the team is to arrange for such support through a process of assessment, assistance, collaboration, and ongoing monitoring. The group meets on a weekly basis.
- **ONGOING. Increased Office Space for Faculty.** Faculty in Education, Political Science, Psychology and Philosophy, Sociology, and World Languages have moved to O'Connor Hall. This move has allowed all full-time faculty in most departments to have single offices. Most part-time faculty are also now housed with their departments.
- **ONGOING. New GIS Lab.** A new GIS lab has opened. We have also purchased two drones to be housed in the lab.
- **ONGOING. New Psychology Labs.** We have moved our psychology labs from Hemenway Hall to O'Connor Hall. We now have four psychology labs in O'Connor Hall in close proximity to the faculty offices.
- **DONE. New Equipment Purchases.** The Biology and Chemistry Departments have purchased approximately \$560,000 of equipment with the equipment allocation from the new building funds. Nursing and Computer Science are in the process of using their building funds.
- **ONGOING. New Equipment Purchases.** The Nursing Department has purchased equipment to develop new nursing simulation labs in Hemenway Hall.
- **ONGOING. New Equipment and Building Renovations.** A Massachusetts Life Sciences Center grant of \$454,000 is being used to fund classroom renovations and equipment purchases for Biology and Chemistry.
- **DONE. Davis Educational Foundation grant.** The Office of Institutional Assessment successfully completed the two-year grant-funded project focused on faculty development in critical thinking and in written communication. A report was submitted to the Davis Educational Foundation.
- **IN PROGRESS. Mixed-Reality Simulation Lab.** The Department of Education was awarded an equipment grant from the Department of Secondary and Elementary Education. The department has received software and equipment to provide students with simulated classroom experiences to prepare them for their student teaching placements.

**e. Strengthen academic community**

- **DONE. Department of Art and Music Retreat.** The Department of Art and Music held an early summer retreat at the newly-purchased Warren Center to discuss recruitment strategies, student involvement, retention, engagement with the community, and curricular programming, including the possibility of a new BFA program. Page 51 of 65

- **ONGOING. Seminars for the Presentation of Faculty Research.** The Department of World Languages launched a series of department seminars for faculty to present their research to students and peers.
- **ONGOING. Federal ICR rate.** Grants & Sponsored Programs and executive and senior administrators are discussing the possibility of approaching a national agency for a Federal ICR rate that will replace Framingham State University's current standard 10 percent of direct costs in a budget.
- **DONE. Formalizing a time & effort policy.** Grants & Sponsored Programs collaborated with Human Resources and with the Provost to set a time & effort policy for Framingham State. This policy enables documentation of annual time commitment by faculty and staff to Federal grants.
- **ONGOING. STEM Faculty Fridays.** STEM faculty held a series of informal Friday afternoon meetings to discuss pedagogy and research opportunities.
- **ONGOING. Chairs Retreat.** The Academic Deans launched the inaugural chairs retreat in August 2017 at the Warren Center. They spent two days with chairs working on strategic planning, budgeting, student recruitment, and personnel evaluations.

## 2. Strengthen new student preparation, induction and early academic success

### a. *Improve orientation, first-year and transitional programs*

- **ONGOING. CASA Early Academic Alert.** The Early Academic Alert system was conducted through Starfish for spring semester. CASA staff reviewed over 1400 faculty feedback items and reached out to students with academic concerns. Analysis will be done at the end of the semester relative to how many students received services as a result of the CASA outreach.
- **ONGOING. Admissions Faculty Fridays.** The Academic Deans hosted half-day admissions events for accepted students in their colleges. Accepted students attended a student panel, went on campus tours that were targeted towards their colleges, and had lunch in the dining commons with current students.

### b. *Build connection/community on campus*

- **ONGOING.** Starfish 'Connect' and 'Early Alert' was implemented during the spring 2017 semester. Faculty now have the ability to submit feedback items (anytime) such as flags, kudos or referrals for undergraduate students. The Early Academic Alert Survey for undergraduate courses was also implemented in partnership with CASA. All faculty (undergraduate and graduate) have the ability to use Starfish to communicate with their students and advisees as well as send group emails and set up meetings/appointments using the online self-service function. Multiple offices have begun using Starfish to support the need for students to make appointments online. Over 90 faculty and staff have been trained in general use, 135 faculty have created over 1400 feedback items and over 1900 appointments have been made with students. We have several offices and additional projects planned and will continue to add options as we receive feedback.
- **ONGOING. Computer Science Pizza Parties.** The CS department has been holding monthly pizza parties. These events have given students the opportunity for informal interaction with faculty. Discussion topics center on academic and career planning.
- **ONGOING. "Welcoming the World to FSU" Campus Tour** provides continuing education ESL students the opportunity to meet with university officials and ask them questions.
- **ONGOING. Continuing Education Newsletter.** The Dean of CE prepared and sent an electronic fall 2016 newsletter to all matriculated CE students. The newsletter is designed to foster a greater sense of community among CE students and provide ongoing communication with them regarding courses and campus events. The newsletter will be sent three times during the year.
- **DONE. English Language Programs.** Continuing Education's English Language Programs (ELP) has moved from the Maynard Building to O'Connor Hall. All ELP noncredit courses will now be held on campus, providing greater opportunities for non-native English speaking students to be integrated into the campus community.

### c. *Align readiness skills with college expectations*

- **IN PROGRESS. Expansion of Dual Enrollment Program.** Through funding in the amount of \$46,000 from the MA DHE Commonwealth Dual Enrollment Partnership Grant, Continuing Education has expanded opportunities for high school students to enroll in college level courses in STEM and in other academic areas. In fall 2017, college courses were offered to cohorts from Framingham High School, Keefe Technical High School, and Milford High School. Fifty-eight high school students participated in the fall 2016 program. Three additional courses will be offered in spring 2017.
- **DONE. Online History Skills Modules.** In fall 2016, the History Department introduced six new online skills modules for use in all introductory-level history courses.

### d. *Strengthen assessment, advisement and placement (see 3e for assessment)*

- **ONGOING: New Math Placement Process**. First-Year Programs, Academic Affairs, Math Department, Enrollment Management, Institutional Effectiveness, and CASA are collaborating on a new mathematics placement requirement and procedure based on recommendations from the MA Board of Higher Education. The Math Department is continuing this successful pilot with changes mandated by the BHE.
- **ONGOING: New Developmental Math Program**. The Math Department is developing a new co-requisite approach to remediation. A new Math Emporium will be developed to provide space for co-requisite lab work and for assistance for struggling math students.
- **ONGOING. STEM Scholars Program**. This program was piloted in the 2016-17 academic year to offer support to STEM students who are identified as needing extra help to succeed.

**e. Monitor and foster systematic and progressive preparation for graduation**

- **ONGOING. MA DESE EPIC grant**. The College of Education garnered a substantial grant from the Bill and Melinda Gates Foundation through MA DESE to build collaborative ties with TEC, a consortium of public school districts, to strengthen pre-service training for students in the Education Department at FSU. The College will work with two districts, Dedham and Framingham, within the TEC consortium to develop stronger student teaching placement experiences for students and districts.

**3. Pursue excellence and engagement in the academic experience**

**a. Increase student-faculty collaboration**

- **IN PROGRESS. New Dashboard Software**. Work continues in the development and maintenance of information which will be used by faculty for post-tenure review, promotions, student collaboration and CVs.
- **ONGOING. Creating a Culture of Assessment to Enhance Library Services**. This year, the Library improved student assistant customer service training, added an iPad loan program, and improved furnishings in the Periodicals study area based on feedback from previous surveys and focus groups. A follow up on the impact of these improvements will be included in the March 2017 building usage study. Plans are underway to streamline and update the Reference collection and to add electricity and workstations in the Reference Room for quiet study.
- **ONGOING. Undergraduate Research Conference**. Every April, the Commonwealth Honors College at the University of Massachusetts, Amherst hosts the Annual Undergraduate Research Conference. April 28, 2017 marked the 23rd installment of this conference, during which 162 students from Framingham State University presented.
- **IN PROGRESS. CELTSS Student Poster and Presentation Day**. On May 5, over 200 students will participate in this showcase and celebration of student research and creativity.
- **ONGOING. MERC Newsletter**. The 34<sup>th</sup> edition of the MetroWest Economic Research Center (MERC) Newsletter was issued in fall 2016. The newsletter contains student interns' articles on economic issues in MetroWest, South Shore, as well as in the 495/MetroWest region. The newsletter also provides updates of unemployment rates in selected sub-state regions in Massachusetts.
- **ONGOING. MERC Advisory Board**. Three MERC student interns - Timothy Bryan, James Alimi, and Matthew Diver - presented their work at the MERC Advisory Board meetings in October 2016.
- **ONGOING. MERC Presentation at MetroWest Leadership Academy**. MERC student intern Cecilia Valentine, Dr. Luis Rosero of Department of Economics and Prof. Donald MacRitchie of MERC presented their work at the MetroWest Leadership Academy in November 2016.
- **DONE. History Student Research Presentation**. History students enrolled in the fall 2016 courses *HIST 250 Historical Research and Writing* and *HIST 450 Seminar in History* presented their research as posters in a public History Research Symposium.
- **IN PROGRESS**. Framingham State University embarked on an **Learning Management Systems (LMS) Review** in AY2016-17 in an effort to manage change. FSU has used Blackboard as its eLearning platform since 2000, but with the launch of a new user experience it was obvious that change is on the horizon. The open review process is expected to wrap-up in two weeks when the task force will share their recommendation with senior management.
- **IN PROGRESS**. The **Summer Technology Institute: Pathways to Learning** will bring faculty and staff together to explore how we can use multiple means to represent information, offer options for students to engage, and allow learners to demonstrate what they know in different ways. Featured speakers include: Dr. Deborah McMakin, Psychology, Dr. Lawrence McKenna, Physics and Earth Science, Dr. Lori Bihler, History and Peter Elliott, Framingham High School (FSU Alumnus). The one day professional development workshop will occur on June 6th from 8:30 a.m. to 4:00 p.m.

**b. Increase experiential learning opportunities**

- **DONE. MSEN, Art Department, McAuliffe Center, and the DPW**. Graphic Design students from the Art and Music Department collaborated on four major "real world" projects in designing/developing identity for the MetroWest Stem

Education Network, the recruitment website for FSU's Studio Arts, the McAuliffe Center, and the Framingham Department of Public Works.

- **ONGOING. Inside-Out Program.** We have now completed 10 courses in this prison exchange program, and have added a new site as well (pre-release facility in Framingham). An additional faculty member has been trained to teach in the program and began teaching in spring 2017.
- **ONGOING. Boston Children's Hospital/Harvard and FSU Research Collaboration.** FSU and BCH submitted a grant application to the National Institutes of Health (NIH) under the leadership of Dr. David Ludwig, who currently is the PI on an on-site research study connected to weight loss, maintenance, and dietary balance. The total direct costs to FSU are \$984,677 and the total F&A is \$49,525. The total requested is \$1,034,202.
- **ONGOING. Political Science Department.** Political Science students participated in the National Model United Nations competition at Harvard in fall 2016.
- **IN PROGRESS. Entrepreneur Innovation Center (EIC) Internships.** The EIC has increased its capacity for student internships with its move to 860 Worcester Road. In spring 2017 the EIC will have its largest internship class since it began with 12 students. Several of these internships are funded by FSU'S CHOICE program and by NorthEast Community Bank.
- **ONGOING. Liberal Studies Degree.** The Bachelor of Arts with a major in Liberal Studies offers undergraduate students the opportunity to earn academic credit for prior experiential learning. Students submit a portfolio detailing their experiences and the learning that they gained. The portfolio is then reviewed for credit by a team of FSU faculty.

**c. *Strengthen citizen engagement opportunities***

- **ONGOING. Lifelong Learning Programs.** FSU's Continuing Education Office and the Framingham Public Library (FPL) collaborated to offer 10 Lifelong Learning Lectures in fall 2016 and 10 lectures in Spring 2017. The four-week *Adventures in Lifelong Learning* was offered in October 2016 and March 2017, and the three-week winter session was offered in January 2017. These programs served over 800 citizens. A \$1,500 grant was received from the Framingham Cultural Council for the lecture series in 2017.
- **ONGOING. English Language Programs.** FSU's Continuing Education Office provided English Language Programs (ELP) to over 300 non-native speakers in fall 2016 and 334 in spring 2017.
- **ONGOING. Science on State Street.** The science departments and the McAuliffe Center held FSU's third Annual Science Festival for families from Framingham and the surrounding area in spring 2017. More than 500 people participated in a wide array of science activities on campus.
- **IN PROGRESS. Campus Creative.** The College of Arts and Humanities is preparing for a fall 2017 festival of creativity catering toward students and the community.
- **ONGOING. CLEO Initiative.** A cross-division team of faculty, administrators, and staff has convened as CLEO, a planning group to advise on Civic Learning, Engagement, and Outreach at the University. An environmental scan of all of the University's civic learning and engagement efforts has been completed, and the data analysis process has begun. The CLEO group will deliver a report to the senior staff in the 2016-2017 academic year and make some recommendations as to how to move forward with our civic learning and engagement issues. Academic Affairs has funded a civic learning and engagement faculty institute for the 2016-2017 academic year.
- **IN PROGRESS. College of Education.** Working with Representative Chris Walsh and local parents, the College is in the initial stages of bringing to campus a Parent Resource Center which will serve to support the parents of children with learning challenges.
- **ONGOING. CASA.** Framingham State students continue to provide mentorship to the Framingham community through after-school programming at Musterfield Place and Bethany Hill Place as well as in collaboration with Pelham Apartments.
- **ONGOING. Council on Contemporary Families (CCF) Interns.** The CCF interns, working with Dr. Rutter in the Department of Sociology, are writing short articles that offer sociological perspectives on public issues in a national forum.
- **DONE. Election Night Viewing Event.** The History Department and the Political Science Department co-sponsored an Election Night viewing event for students.

**d. *Grow honors and academic enrichment opportunities***

- **DONE. Biology Applies to Host Honor Society Beta Beta Beta.** The Biology Department added a chapter of Beta Beta Beta, the Biological Honor Society. A representative of Beta Beta Beta visited campus in March 2016 to review the Department and the application. We held the inaugural induction ceremony in fall 2016.
- **IN PROGRESS. Sociologists for Women in Society (SWS) Student Activism Award.** Two sociology majors, recently nominated by faculty and staff at FSU, were announced as winners of the SWS Student Activism Award. The students

will receive their award at an upcoming SWS conference.

**e. Assess and document student learning and personal growth**

- **IN PROGRESS. Academic Program Assessment.** A new reporting template for Program Assessment was developed and used across all academic degree granting programs at FSU. This year most of the undergraduate and graduate programs submitted assessment reports. Programs without reports have sent representatives to the certificate program in program assessment in order to make reporting an annual campus wide effort. Faculty reviewers are currently providing feedback to programs on the assessment process contained in the reports.
- **IN PROGRESS. Excellence in Assessment Designation.** The Office of Institutional Assessment at the behest of the DHE is seeking an excellence in assessment designation from The National Institute for Learning Outcomes Assessment. The self-study is currently underway and an application will be submitted on April 30, 2017.
- **DONE. IACBE Accreditation:** *International Assembly for Collegiate Business Education* has granted accreditation status to the undergraduate Business program.
- **IN PROGRESS. Graduate Program Assessment.** All Graduate programs have assessment plans based on the FSU plan template. A graduate assistant was hired; funding was made available through the DGCE Trust Fund to facilitate implementation in 2016-17.
- **DONE. Graduating Graduate Students Exit Survey.** The survey instrument has been revised in consultation with the Dean of Graduate Studies for usability and to obtain the results we need. The survey will be administered in spring 2017.
- **IN PROGRESS. Undergraduate Exit Survey.** The 2016-17 Undergraduate Exit Survey will be administered in spring 2017. Results from the previous year were compiled and uploaded to the FSU website.
- **IN PROGRESS. Graduate Alumni Survey.** The Offices of Institutional Research, Assessment and Graduate studies have developed a new survey instrument for Graduate Studies. The instrument is currently being reviewed by program coordinators and will be administered in summer 2017.
- **ONGOING. Spanish Assessment Exam.** The Department of World Languages administers Assessment Exams that measure students' proficiency in the language at the latter part of their FSU tenure.

**f. Enrich university community with diversity**

- **IN PROGRESS. Inclusive Concurrent Enrollment Initiative.** FSU is in the second year of a state grant to bring intellectually disabled 18-22 year-olds to campus to audit classes and to participate in the university community through the Diverse Scholars Program. Nine Diverse Scholars representing five partner school districts participated in fall 2016 and spring 2017. We anticipate additional students and partner districts for fall 2017.
- **IN PROGRESS. Faculty Development in Diversity.** The CDI is currently running FSU's third faculty diversity and inclusion institute, Widening the Circle. Fifteen faculty members are working with peer facilitators to develop assignments focusing on human diversity.
- **DONE. Library Diversity Initiatives.** The Library staff members continue to be trained and provide equipment and services to library users facing visual, hearing or mobility challenges. In addition, the Library received an American Library Association Latino Americans grant to fund several scholar talks on the associated PBS series, a photo exhibit and reception highlighting the various contributions of Latino Americans, a presentation at the Framingham Public Library by the author of the book "Wise Latinas", and a field trip for students to the Edward Kennedy Museum.
- **IN PROGRESS. Library Exhibit.** As part of the University's Smithsonian affiliation, plans are underway to participate in the May 13, 2017 Latinos in Baseball exhibit and artifacts collection in collaboration with the Center for Inclusive Excellence and the McAuliffe Center.
- **ONGOING. FSU continues membership in Bridgewater State University Leading for Change Consortium.** A team of faculty and administrators have joined the consortium, which meets regularly with faculty and staff from over 20 higher education institutions in the region to develop and share benchmarks related to diversity and inclusion efforts.
- **ONGOING. Beacon Award.** Dr. Maria Bollettino (History) and Dr. Patricia Sánchez-Connally (Sociology) became the first two recipients of the Beacon Award for advancing inclusive excellence at FSU.
- **ONGOING. English Language Programs.** Students enrolled in our English Language courses continue to engage in intercultural discussions and experiences with one another and with students enrolled in degree programs on campus.

**4. Prepare students for global citizenship and competitiveness**

**a. Expand global awareness through new majors and programs**

- **IN PROGRESS. Summer Program in China.** In conjunction with Massachusetts Education International, FSU faculty will again teach courses in China during summer 2017. This is the second year of the program and it will take place in

Beijing this summer.

- **DONE. International Faculty Development Seminar Grant.** One faculty, Lori Bihler, will be awarded the annual \$2000 grant through the Office of International Education's membership in CIEE to attend an international seminar this summer with faculty members from across the United States.
- **IN PROGRESS. Fulbright Scholar-In-Residence.** The Fulbright Scholar Program has selected Framingham State's grant application for funding of an international scholar in food science in the AY 2017-2018. The South Korean food scientist will be the second Scholar-in-Residence at FSU.
- **DONE. FSU will host a Rescue Scholar from Turkey for the upcoming academic year in the Sociology Department.**
- **DONE. Fulbright Scholar Program.** Scholarly Resources and Collection Development Librarian, Shin Freedman, received a Fulbright award. Shin Freedman taught information literacy skills to graduate students during the fall semester in CY 2016 near Shanghai, China.
- **ONGOING. Latin American Studies Minor.** The history department has convened an interdisciplinary team of faculty to redesign the Latin American Studies minor. A log for a redesigned minor is going through the governance process.
- **IN PROGRESS. Anthropology Major.** The Department of Sociology is planning to design a new major in anthropology.

**b. *Integrate and grow world language programs***

- **DONE. New Minors in BRIC Programs.** We now have minors in Chinese and Portuguese.

**c. *Support student international experiences***

- **DONE. Growth in International Opportunities for Students.** A total of 73 students spent a semester or summer abroad and 107 joined faculty led study tours for a total of 180 students who had an international experience this year.
- **DONE. Faculty-led study trips.** This year's trips were: Winter Break: Dr. Eck (English) India; Dr. Ludemann (Psychology & Philosophy) Costa Rica; Spring break: Dr. Otto (Geography)-Paris; Summer: Prof. Schneider (Art) Amsterdam and Paris; Dr. Matthews (English) Honors Students to N. Ireland; Prof. Schwartz (Food & Nutrition) Slow Food, Italy.
- **DONE. Honors Program Study Abroad.** The Honors Program has funded one full student scholarship to study in Prague this summer and plans are in the works for the second Honors Program trip to Ireland and Northern Ireland in August 2017.
- **DONE. Showa Women's University-Tokyo** again awarded 4 full scholarships to FSU students for a three-week cultural program this summer 2017. We have two Showa University students spending spring semester on campus as exchange students.

**d. *Grow and manage FSU partnerships with international universities***

- **ONGOING. New Program Underway with Bermuda College.** Students are actively being recruited for transfer to FSU to finish a Baccalaureate degree; first students are expected to enroll for Fall 2017..
- **IN PROGRESS. New Program Agreement with CERNET EDUCATION DEVELOPMENT COMPANY, LTD of China.** This agreement will admit qualified students to FSU who will have completed language and culture study at Massachusetts International Academy, Inc. in Marlborough, MA.

**5. Strengthen and expand STEM programs and student success in STEM areas**

**a. *Expand STEM majors, centers and research and policy analysis***

- **DONE. Equipment for Warren Center.** The Biology Department has begun purchasing equipment to support teaching and research activities at the Warren Center.
- **ONGOING. Collaboration with EDC.** The McAuliffe Center has developed a collaboration with EDC, a leading educational research organization in Waltham, MA. The joint effort develops a computer science educational PD program for educators at the Center. The program is funded through MassCAN and through the National Science Foundation (NSF).

**b. *Improve STEM preparation and readiness***

- **DONE. Pre-Engineering Program Agreements.** The Physics & Earth Science Department developed special transfer agreements with UMass Dartmouth and Mass Maritime for our pre-engineering program, so that our students directly enter the BS Engineering majors at these universities.
- **DONE. MLSC grant.** Framingham State garnered a \$454,000 grant from the Massachusetts Life Sciences Center (MLSC) for science equipment. This award is an amendment to the previous \$3 million award that FSU was allocated by the Center for the new science facility.

**c. *Increase student interest, enrollment and degrees awarded in STEM majors***

- **DONE. Math Curriculum Review.** The Math Department has conducted a review of their curriculum sequencing and pedagogies. They have made adjustments to improve student progression through their course sequences. They have

also developed focused general education courses for students in specific majors.

- **DONE. New Biochemistry Major.** The Chemistry Department has developed a new major in Biochemistry which launched in Fall 2016. This interdisciplinary program is expected to attract students interested in biotechnology.

**d. Improve STEM career readiness among FSU graduates**

- **ONGOING. Lecture Series and Mock Interviews.** The Food Science program has implemented a series of invited lectures in which representatives from various corporations in food related industries discuss their career paths and current projects. Following their presentation, the representatives conduct mock interviews with students in the program.
- **IN PROGRESS. Science Communications Minor.** Communications Arts, English, and several science disciplines are working toward the creation of a new minor in Science Communications. The proposal is working its way through governance.

**e. Link STEM programs to the regional scientific and technology community**

- **DONE. Development of Food Science Advisory Board.** An advisory board with representatives from the local food industry held its inaugural meeting in 2016.

**6. Respond to labor market trends in academic program and center development**

**a. Connect regular, systematic assessment of labor market trends to program review and development.**

- **ONGOING. The College of Education** is working to establish a Child & Family Studies Program, which, initially, will offer a major in the area of Early Childhood, including private and pre-schools settings, family day care centers, and Head Start.

**b. Develop and maintain dialogue with major area employers**

- **IN PROGRESS. World of Work Certificate Collaboration with Liverpool John Moores University.** We are prepared to hire a director who will begin work in the summer 2017. We expect to launch the full program in Fall 2018 to all students upon entry to the university. We also expect to launch the program for select graduate programs and others who are under-employed/unemployed and create a high school program. These are to be rolled out over time.
- **IN PROGRESS. Library.** In collaboration with the Career Services Office, the Library received a FY 2017 LSTA Career Resources grant to purchase electronic resources and to support programming that prepares students for the world of work.
- **IN PROGRESS.** The Department of Business is planning to design a new major in Hospitality Management. A team from FSU has met with industry representatives to determine the demand for this program, which will offer a collaboration with the Warren Center and other regional employers in the hospitality industry.
- **IN PROGRESS.** The College of Education has received a two-year EPIC grant to work with a local educational collaborative of K-12 schools to improve the student teaching placement and evaluation process.

**c. Systematize the preparation of students for graduate and professional programs**

- **ONGOING. Sociology and Criminology Graduate School Events.** The Department of Sociology hosts an annual graduate school event, bringing recent alumni who are enrolled in or have attended graduate programs to discuss their experiences with current undergraduate students. Since this program has been launched, the department has seen an increase in the number of successful graduate school applications.
- **DONE. New Certificate in Financial Planning (CFP)** was approved by the CFP Board Registered Programs. The certificate will be offered through Continuing Education and the Business Department.
- **ONGOING. Professional Continuing Education.** Continuing Education continues to partner with school districts, educational consortiums and organizations throughout the Commonwealth to provide professional development programs to thousands of K-12 educators annually. A series of new Solution-Focused Therapy workshops for mental health counselors, nurses and social workers is being offered in spring and summer 2017.

**d. Develop combined degree programs and new graduate programs in response to the needs of the Commonwealth**

- **DONE. Undergraduate Certificate Program in Enterprise Computing** is now offered through the Office of Continuing Education. The curriculum was designed for and with industry representatives to meet the need for workers with mainframe computers.
- **DONE. Undergraduate Certificate in Excellence in School Nutrition.** The John C. Stalker Institute, in collaboration with the Food and Nutrition Dept., offers a 5-course certificate program for school nutrition directors and aspiring directors in Massachusetts schools, and is working with MassBay Community College to establish a school nutrition concentration within their business degree using the courses from the Certificate Program.
- **IN PROGRESS. Responding to market demands for education careers.** Responding to market demands for new

education careers outside the K-12 classroom, the College of Education is in the process of creating a new Child and Family Studies department and is exploring a non-licensure track in the other majors in the department.

- **IN PROGRESS. 3+3 Law Degree Partnership.** The Pre-Law Advisor has created a 3+3 law degree collaboration with Suffolk University in Boston. Students who enter FSU as first-year students will be able to complete their undergraduate and law degrees in six years. The program will commence in fall 2017.
- **IN PROGRESS. 5th-Year Master's Programs.** A 5-year B.A.-M.A. in English, the only such Massachusetts state university program, has been approved through governance. Also approved was 5-year B.S in Biology/PSM (Professional Master's Degree). Under development are 5-year Bachelor's to Master's Degrees in Education, Food Science, and Nutrition.
- **IN PROGRESS. Master's Programs in Social Research and Criminology.** The Department of Sociology is planning to launch two Master's programs in Social Research and Criminology.
- **IN PROGRESS. Entrepreneur Innovation Center (EIC) Grant and Change in Location.** The EIC has moved from the Maynard Building to 860 Worcester Road, increasing the size and improving the layout of the center. The EIC recently received a \$25,000 MassDevelopment grant to improve its infrastructure.
- **IN PROGRESS. ASL 4-year Degree Program.** The Department of World Languages proposed changes for a four-year B.A. program in American Sign Language/English Interpreting was approved through governance.
- **IN PROGRESS. FSU@MASSBAY.** Continuing Education will offer two bachelor's completion programs, Liberal Studies and Management, on the MassBay campus in Wellesley beginning fall 2017. The program is designed for students who have completed their Associate Degree in Liberal Arts or Business Administration at MassBay and would like to continue their bachelor's degree at the Wellesley campus. The sharing of resources with MassBay enables us to offer a reduced tuition of \$240 per course.

## New Tenure-Track Faculty: Fall 2017

Name	Colleen Coyne	Mirari Elcoro	Michael Greenstein	Laura Kane	Ellie Krakow	Matthew Moynihan	Yumi Park	Wardell Powell	David Smailes	Argyroula Stamatopoulou	Elizabeth Whalley	Catherine Wickham
<b>College</b>	A&H	SBS	SBS	A&H	A&H	STEM	A&H	ED	SBS	STEM	SBS	STEM
<b>Dept</b>	English	PsycPhil	PsychPhil	FDR	ArtMusic	Math	ArtMusic	ED	PoliSci	Chem	Soc	FoodNutr
<b>Rank</b>	Asst Prof	Asst Prof	Asst Prof	Asst Prof	Asst Prof	Asst Prof	Asst Prof	Asst Prof	Prof	Asst Prof	Asst Prof	Asst Prof
<b>Deg1</b>	BA	BA	BA	BS	BA	BA	BFA	AS	BA	BS	BA	BS
<b>Major1</b>	Engl	Psych	Psych & Hist	FDR	Studio Art	Math	Ceramics	Agriculture Science	PoliSci	Chem	Soc	Bus Mgmt
<b>Inst1</b>	Johns Hopkins Univ	Univ Catolica Andres Bello	Binghamton Univ	FSU	Prescott Coll	St. Olaf Coll	Dong-A Univ (S.Korea)	College Of Agriculture Portland, Jamaica W.I	Wooster Coll	UMass Bos	Ithaca Coll	Bentley Univ
<b>Date1</b>	2003	2000	2007	2009	2006	2007	2000	1992	1981	1990	2009	1992
<b>Deg2</b>	MA	MS	MA	PHD	MFA	PHD	BA	BA	PHD	PHD	PHD	MS
<b>Major2</b>	Humanities	Psych	Cognitive Psych	Human Behavior & Near Environ	Combined Media	Math	Art Hist	Biology	PoliSci	Chem	Soc	Nutri Sci
<b>Inst2</b>	Univ of Chicago	West Virginia Univ	Stony Brook Univ	Oregon State Univ	Hunter Coll	Brandeis Univ	Long Island Univ	Lehman Coll City City of NY	UMass Amherst	Purdue Univ	Univ of Colorado	Univ of St Joseph
<b>Date2</b>	2005	2005	2009	2017	2010	2012	2002	2000	1992	1997	2017	1997
<b>Deg3</b>	MFA	PHD	PHD				MA	MS				
<b>Major3</b>	Creative Writing	Psych	Cognitive Sci				Art Hist	Science Education				
<b>Inst3</b>	Univ of MN Minneapolis	West Virginia Univ	Stony Brook Univ				City Coll Of NY	Lehman Coll City of NY				
<b>Date3</b>	2011	2008	2013				2004	2003				
<b>Deg4</b>							PHD	PHD				
<b>Major4</b>							Art Hist	Curr Inst Science Education				
<b>Inst4</b>							Virginia Commonwealth Univ	Univ of Florida				
<b>Date4</b>							2010	2014				

Office of Grants & Sponsored Programs  
 Comparative Data: 03/20/2017  
 FY 2017 versus FY 2016 to-date

FY 2017	Data	Notes
Amount requested:	\$6,258,211.65	See Pipeline document.
Amount awarded:	\$3,441,088.57	See Pipeline document.
Amount pending:	\$1,489,386.08	See Pipeline document.

FY 2016	Data	Notes
Amount requested:	\$6,913,987.74	See Pipeline document.
Amount awarded:	\$2,654,036.25	See Pipeline document.
Amount pending:	\$3,761,811.49	See Pipeline document.

Differentials: FY 2017 to-date versus FY 2016 to-date	Data	Notes
Amount requested:	-9%	See Pipeline document.
Amount awarded:	30%	See Pipeline document.
Amount pending:	-60%	See Pipeline document.

ICR revenue: FY 2017 to-date	\$194,443.01	See Pipeline document.
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Grant proposal submissions in FY 2016 - Office of Grants and Sponsored Programs  
5/2/2017

Funder                      Project (PD/PI)                      Deadline                      Amount                      Status                      Awarded                      ICR

**Bold - private**

<b>Summer 2016 - Jonathan Lee</b>						
<b>Boston Children's Hospital (BCH)</b>	<b>BCH/FSU Food Study (Patricia Luoto)</b>	<b>N/A</b>	<b>\$ 837,932.90</b>	<b>Awarded</b>	<b>\$ 837,932.90</b>	<b>\$ 83,793.29</b>
NSF - Scholarships in Science, Technology, Engineering, and Mathematics Program (S-STEM)	STEM Stars (Catherine Dignam)	5/6/2016	\$ 650,000.00	Declined	\$ -	\$ -
Massachusetts Department of Higher Education (DHE) - Commonwealth Dual Enrollment Program (CDEP)	FSU Dual Enrollment Program (Scott Greenberg)	6/28/2016	\$ 50,000.00	Awarded	\$ 45,000.00	\$ -
MetroWest STEM Education Network (MSEN)/Worcester Polytechnic Institute (WPI)	MSEN (Irene Porro and Margaret Carroll)	6/1/2016	\$ 50,000.00	Awarded	\$ 13,637.00	\$ -
National Science Foundation (NSF) Harvard University	Collaborative Research: From knowledge consumers to knowledge producers: A scalable experiential learning approach for psychology and related disciplines (Dawn Vreven)	N/A	\$ 34,650.73	Awarded	\$ 34,650.73	\$ 2,489.63
<b><i>SUBTOTAL:</i></b>			<b>\$ 1,622,583.63</b>		<b>\$ 931,220.63</b>	<b>\$ 86,282.92</b>

**Summer 2016 - Patricia Bossange**

Executive Office of Education (EOE) - Department of Early and Secondary Education (DESE)	Massachusetts Inclusive Concurrent Enrollment Initiative (MAICEI) (LaDonna Bridges)		\$ 104,141.00	Awarded	\$ 104,141.00	\$ -
Framingham Public Schools (FPS)	21st Century STEM program (Porro)	8/18/2016	\$ 17,635.00	Awarded	\$ 17,635.00	\$ -

Grant proposal submissions in FY 2016 - Office of Grants and Sponsored Programs  
5/2/2017

<b>MetroWest Health Foundation (MWHF)</b>	<b>Enhancing Sexual Violence Prevention and Response Training Efforts (Melinda Stoops)</b>	4/8/2016	\$ 7,800.00	Awarded	\$ 7,800.00	\$ -
<b>Massachusetts Board of Library Commissioners (MBLC)</b>	<b>LSTA Jobs/Career Information for Your Library (Bonnie Mitchell)</b>	7/1/2016	\$ 6,288.00	Awarded	\$ 6,288.00	\$ 628.00
<b>SUBTOTAL:</b>			\$ 135,864.00		\$ 135,864.00	\$ 628.00

<b>Fall 2016 - Jonathan Lee</b>						
<b>Howard Hughes Medical Institute (HHMI)</b>	<b>USE Inclusive Excellence Grants 2017 (Dignam)</b>	10/13/2016	\$ 1,000,000.00	Pending		\$ -
<b>Boston Children's Hospital (BCH)</b>	<b>BCH/FSU Food Study (Luoto)</b>	11/3/2016	\$ 479,903.00	Awarded	\$ 479,903.00	\$ 47,990.30
<b>Massachusetts Life Sciences Center (MLSC)</b>	<b>Capital Program (Dale Hamel)</b>	9/9/2016	\$ 454,000.00	Awarded	\$ 454,000.00	\$ -
<b>Boston Children's Hospital (BCH)</b>	<b>BCH/FSU Food Study (Luoto)</b>	11/3/2016	\$ 229,573.02	Awarded	\$ 229,573.02	\$ 22,957.30
<b>US Department of Education</b>	<b>TRIO Upward Bound (Colleen Coffey)</b>	11/28/2016	\$ 257,386.08	Pending		\$ -
<b>Massachusetts Development Finance Agency</b>	<b>Collaborative Workspace Program (Mark Hardie)</b>	10/24/2016	\$ 250,000.00	Awarded	\$ 25,000.00	
<b>Boston Children's Hospital (BCH)</b>	<b>BCH/FSU Food Study (Luoto)</b>	N/A	\$ 122,501.59	Awarded	\$ 122,501.59	\$ 12,250.16
<b>ACLS Fellowships</b>	<b>An Archaeology of Anthropomorphism: understanding body-pots from first millennium CE northwest Argentina (Benjamin Alberti)</b>	9/28/2016	\$ 70,000.00	Declined	\$ -	\$ -
<b>MA DESE</b>	<b>EPIC Partnership Innovation Grant (Sue Dargan)</b>	12/5/2016	\$ 48,720.00	Awarded	\$ 48,520.00	\$ 4,060.00
<b>Education Development Center, Inc. (EDC)</b>	<b>MA Exploring Computer Science Partnership (Porro)</b>	10/20/2016	\$ 19,999.00	Awarded	\$ 19,999.00	\$ 1,818.00
<b>The American Society for Cell Biology (ASCB)</b>	<b>2016 Visiting Professor Program (Ishara Mills-Henry)</b>		\$ 15,200.00	Awarded	\$ 15,200.00	\$ -

Grant proposal submissions in FY 2016 - Office of Grants and Sponsored Programs  
5/2/2017

National Endowment for the Humanities (NEH)	Summer Stipends (Kelly Matthews)	9/29/2016	\$ 6,000.00	Pending		\$ -
National Endowment for the Humanities (NEH)	Summer Stipends (Ke Li)	9/29/2016	\$ 6,000.00	Pending		\$ -
<b>SUBTOTAL:</b>			<b>\$ 2,959,282.69</b>		<b>\$ 1,394,696.61</b>	<b>\$ 89,075.76</b>

<b>Fall 2016 - Patricia Bossange</b>						
<b>Radcliffe Institute for Advanced Study</b>	<b>Brian Friel, Playwright: The First Decade (Matthews)</b>	<b>9/15/2016</b>	<b>\$ 75,000.00</b>	<b>Declined</b>	<b>\$ -</b>	<b>\$ -</b>
<b>MetroWest Health Foundation</b>	<b>Framingham State University Suicide Prevention Task Force Dialectal Behavioral Therapy Skills Group (Andrew Lipsky)</b>	<b>10/14/2016</b>	<b>\$ 9,600.00</b>	<b>Awarded</b>	<b>\$ 9,100.00</b>	<b>\$ -</b>
MA DESE	Pilot - mixed reality simulator (Mary Grasseti)	10/3/2016	\$ 9,150.00	Awarded	\$ 9,150.00	\$ -
Framingham Cultural Council	Lifelong Learning Lecture Series (Scott Greenberg)	10/17/2016	\$ 3,000.00	Awarded	\$ 1,500.00	\$ -
<b>SUBTOTAL:</b>			<b>\$ 96,750.00</b>		<b>\$ 19,750.00</b>	<b>\$ -</b>

<b>Winter 2016-2017 - Jonathan Lee</b>						
Massachusetts Department of Elementary and Secondary Education	The John C. Stalker Institute – Annual ISA (Karen McGrail)	N/A	\$ 450,000.00	Awarded	\$ 450,000.00	\$ -
USDA FNS	Massachusetts 2015 Team Nutrition Training Grant: MassCAMPS- Massachusetts Children’s Access to Meals Planned Smart (Karen McGrail)	N/A	\$ 303,170.00	Awarded	\$ 303,170.00	\$ -
MA DHE	MetroWest Education Center (Hamel)	1/13/2017	\$ 200,000.00	Awarded	\$ 200,000.00	\$ -
MA DHE	100 Males to College Framingham (Coffey)	1/13/2017	\$ 189,398.00	Awarded	\$ 38,000.00	\$ 17,218.00

Grant proposal submissions in FY 2016 - Office of Grants and Sponsored Programs  
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USDDA FNS	Massachusetts 2015 Professional Standards Training Grant (Karen McGrail)	N/A	\$ 149,849.00	Awarded	\$ 149,849.00	\$ -
MA DHE	Co-Requisite Math Remediation at Framingham State University (Carroll)	1/13/2017	\$ 112,776.00	Denied	\$ -	\$ -
MA Division of Fisheries & Wildlife	Crocalthemum dumosum Bushy Rockrose Genetics Project (Bryan Connolly)		\$ 10,000.00	Awarded	\$ 10,000.00	\$ -
<b>SUBTOTAL:</b>			\$ 1,415,193.00		\$ 1,151,019.00	\$ 17,218.00

**Winter 2016-2017 - Patricia Bossange**

U.S. Highbush Blueberry Council	"Effect of whole-blueberry powder (Vaccinium corymbosum) on small intestinal enzymes and colonic microflora in relation to the management of type 2 diabetes"	1/12/2017	\$ 66,880.00	Pending		
Framingham Union Aid Association (FUAA)	Nurse Scholarship Program (Debra Ferullo)	1/31/2017	\$ 20,000.00	Awarded	\$ 10,000.00	\$ -
Table Talk Pies	Clean Label Preservatives for Application in Pies (Vinay Mannam)	1/6/2017	\$ 8,538.33	Awarded	\$ 8,538.33	\$ 1,238.33
Mars Incorporated	Research contract (Mannam)	3/15/2017	\$ -	Awarded	\$ -	\$ -
<b>SUBTOTAL:</b>			\$ 95,418.33		\$ 18,538.33	

**Spring 2017 - Jonathan Lee**

MA Department of Conservation and Recreation	Warren Center's selection for the FY17 Partnerships Matching Funds Program (Warren Fairbanks)	3/17/2017	\$ 26,667.00	Awarded	\$ 26,667.00	\$ -
<b>SUBTOTAL:</b>						

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Spring 2017 - Patricia Bossange						
SUBTOTAL:						