



Board of Trustees

2:30 to 4:30 PM

April 25, 2023

Scanlon Banquet Hall A

A live stream of the meeting for public viewing will also take place at the following link: <https://www.westfield.ma.edu/live>

For information about Westfield State's COVID-19 procedures, visit: www.westfield.ma.edu/covid

AGENDA

- | | |
|--|-------------------------------------|
| 1. Call to Order | Board Chair Dr. Robert Martin |
| 2. Approval of Minutes | Board Chair Dr. Robert Martin |
| a. Minutes of December 20, 2022 | |
| b. Minutes of February 7, 2023 | |
| c. Minutes of February 23, 2023 | |
| 3. General Announcements | Board Chair Dr. Robert Martin |
| a. Minor Revisions to Policies emailed to Trustees: | |
| i. Taxation of Gifts, Prizes and Awards Policy (0603) | |
| 4. President's Report | Dr. Linda Thompson |
| 5. Student Trustee Report | Trustee Chloe Sanfacon |
| 6. WSU Nursing in Puerto Rico: Cultural Immersion Experience | Julia Roe and Rawan Ebrahim |
| 7. <u>Academic Affairs Committee</u> | Committee Chair Dr. Gloria Williams |
| a. Items for Information | |
| b. Items for Action | |
| i. Motion – Promotion | |
| ii. Motion – Tenure | |
| 8. <u>Governance and Nomination Committee</u> | Committee Chair Melissa Alvarado |
| a. Items for Information | |
| 9. <u>Enrollment Management and Student Affairs Committee</u> | Committee Chair William Reichelt |

- a. Items for Information
- b. Items for Action
 - i. Motion – Residence Hall Policy (0590)
 - ii. Motion – Free Speech/Demonstration/Picketing Policy (3020)
 - iii. Motion – Alcohol and Other Drug Policy (4010)

10. Financial Affairs and Advancement Committee

Committee Chair Ali Salehi

- a. Items for Information

11. Audit Committee

Committee Chair Theresa Jasmin

- a. Items for Information
- b. Items for Action
 - i. Motion – Engagement of Financial Audit Services for FY23

12. Justice, Equity, Diversity, and Inclusion Committee

Committee Vice Chair Chris Montemayor

- a. Items for Information
- b. Items for Action
 - i. Motion – Committee Charter

Attachments:

- a. Draft Minutes of December 20, 2022
- b. Draft Minutes of February 7, 2023
- c. Draft Minutes of February 23, 2023
- d. Tracked Changes to Taxation of Gifts, Prizes and Awards Policy (0603)
- e. WSU Nursing in Puerto Rico: Cultural Immersion Experience Presentation

Academic Affairs Committee:

- f. Motion – Promotion
- g. Promotion Documentation
- h. Motion – Tenure
- i. Tenure Documentation

Enrollment Management and Student Affairs Committee:

- j. Motion – Residence Hall Policy (0590)
- k. Tracked Changes to Residence Hall Policy (0590)
- l. Motion – Free Speech/Demonstration/Picketing Policy (3020)
- m. Tracked Changes to Free Speech/Demonstration/Picketing Policy (3020)
- n. Motion – Alcohol and Other Drug Policy (4010)
- o. Tracked Changes to Alcohol and Other Drug Policy (4010)

Audit Committee:

- p. Motion – Engagement of Financial Audit Services for FY23
- q. Engagement of Financial Audit Services for FY23

Justice, Equity, Diversity, and Inclusion Committee:

- r. Motion – Committee Charter
- s. Justice, Equity, Diversity, and Inclusion Committee Charter



BOARD OF TRUSTEES

December 20, 2022

Minutes

Catherine Dower Center for the Performing and Fine Arts, Room 127

And via Zoom, in accordance with Massachusetts Gov. Charlie Baker's Executive Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, § 20 dated March 12, 2020.

A live stream of the meeting for public viewing also took place on YouTube.

MEMBERS PRESENT: Vice Chair Ali Salehi, Secretary Dr. Gloria Williams, and Trustees Melissa Alvarado, Theresa Jasmin, Madeline Landrau, Chris Montemayor, and William Reichelt

MEMBERS PARTICIPATING REMOTELY: Chair Dr. Robert Martin and Trustee Chloe Sanfacon

MEMBERS EXCUSED: Trustees Paul Boudreau and Lydia Martinez-Alvarez

Also present and participating were Westfield State University President Dr. Linda Thompson; Dr. Mao-Lun Weng of the Biology Department, Dr. Jennifer Hixon of the Health Sciences Department, and cabinet members Maggie Balch, Daniel Forster, Dr. Michael Freeman, Richard Lenfest, Jr., Lisa McMahon, Dr. Juline Mills, Dr. LaRue Pierce, Timothy Rooke, and Stephen Taksar.

The meeting was called to order at 2:31 PM by Chair Martin. Those participating as listed above were announced as well as that the meeting was being livestreamed and recorded.

MOTION made by Trustee Landrau, seconded by Trustee Salehi, to approve the minutes of the October 12, 2022, October 19, 2022, and December 1, 2022, meetings.

There being no discussion, **ROLL CALL VOTE** passed motion unanimously with Trustees voting in the affirmative: Alvarado, Jasmin, Landrau, Montemayor, Reichelt, Salehi, Sanfacon, Williams, and Martin.

Chair Martin referenced the following policies which were provided to the Trustees with minor revisions. There were no questions or concerns from the Board.

- i. Data Classification (0630)
- ii. Remote Access (0620)
- iii. Information Security Passwords/Passphrases (0600)

Chair Martin stated that commitment provides the potential to make the University grow and it has never quite attained all of its potential in large part because it has not been able to sustain sufficient collaboration and cooperation. The reorganization to a college structure took engagement and decision making closer to the faculty and the benefits have been exciting SCORE work, master campus academic planning, and Institutional Advancement collaborating with associate deans in fundraising. The twin challenges of enrollment and finances are not unique to Westfield State. Aspirations rest on the associate deans who can

bring programs to faculty and retention of students is the responsibility of the entire campus, especially those closest to students. He challenged the campus to embrace a sustained, collaborative effort across divisions. Since he was participating remotely, Chair Martin then turned the meeting over to Vice Chair Salehi to facilitate.

President's Report. President Thompson shared the IDEAS framework with students at the center to structure messaging, known challenges, and goals. She is committed to *innovation* with an aim to be at the forefront of educational development and change. The University will incorporate *diversity* of persons, backgrounds and thought and *engagement* with each other and our communities. It is critical for *Advancement* to grow fundraising efforts and secure additional grants, focusing on Performing Arts and Health and Human Development. Her campaign of \$1,000 from 1,000 people continues.

Student Trustee Report. Trustee Sanfacon shared today was the last day of the semester. The fall CURCA was December 9 to celebrate undergraduate research. The SGA has had staff and support at their meetings, and received a presentation about student fees showing a 3.5% COA increase for FY24. Many halls now have gender-inclusive bathrooms and they are hoping to create a commuter lounge. To be more accessible, SGA has been livestreaming meetings and hosting more events. Students see an increase in communications through marketing, advertising, and collaboration between departments.

Innovation Fund Proposal: Center for Interdisciplinary Informatics (CI²). Drs. Weng and Hixon provided a presentation on how funding is being used to create innovation across all departments in the fields of bioinformatics, health informatics, and cheminformatics. They shared the need for this program, projected costs, existing faculty and courses, and new course development.

Financial Affairs and Advancement Committee. Committee Chair Ali Salehi updated the Board on discussions held in the committee meeting and presented the following Motion approved by the committee.

MOTION made by Trustee Landrau, seconded by Trustee Reichelt, to approve the granting of staff emerita status, effective December 20, 2022, to the following individual: Terri Haven
There being no discussion, **ROLL CALL VOTE** passed motion unanimously with Trustees voting in the affirmative: Alvarado, Jasmin, Landrau, Montemayor, Reichelt, Salehi, Sanfacon, Williams, and Martin. A short bio of Ms. Haven was provided.

Academic Affairs Committee. Committee Chair Dr. Gloria Williams updated the Board on discussions held in the committee meeting and presented the following Motions approved by the committee.

MOTION made by Trustee Reichelt, seconded by Trustee Landrau, to accept the Mission Statement Advisory Committee's Mission/Vision/Value Statement Survey Results Report as presented at the October 12, 2022, Board of Trustees meeting and the Addendum to the Report dated December 19, 2022. The Board expects the mission statement to be revisited, along with the recommendations from the report, as part of the University's next strategic planning process in the 2023 spring semester.
There being no discussion, **ROLL CALL VOTE** passed motion unanimously with Trustees voting in the affirmative: Alvarado, Jasmin, Landrau, Montemayor, Reichelt, Salehi, Sanfacon, Williams, and Martin.

MOTION made by Trustee Reichelt, seconded by Trustee Landrau, to approve the granting of Faculty Emeritus/a status, effective December 20, 2022, to the following individuals:
Dr. Sandra Berkowitz, Education
Mr. Nigel Dobereiner, Communication

Dr. Barbara Goff, Education
Dr. Frederick Harling, History
Dr. Michael Konig, History
Dr. Wilma Ortiz, Education
Dr. Elizabeth Preston, Communication
Dr. Elise Young, History

There being no discussion, **ROLL CALL VOTE** passed motion unanimously with Trustees voting in the affirmative: Alvarado, Jasmin, Landrau, Montemayor, Reichelt, Salehi, Sanfacon, Williams, and Martin.

MOTION made by Trustee Landrau, seconded by Trustee Alvarado, to approve the granting of an honorary degree to the individual listed below, subject to a final vetting before the degree is granted: Mr. Steven P. Marcus, Doctor of Public Service

There being no discussion, **ROLL CALL VOTE** passed motion unanimously with Trustees voting in the affirmative: Alvarado, Jasmin, Landrau, Montemayor, Reichelt, Salehi, Sanfacon, Williams, and Martin.

Governance and Nomination Committee. Committee Chair Melissa Alvarado updated the Board on discussions held in the committee meeting.

Enrollment Management and Student Affairs Committee. Committee Vice Chair William Reichelt updated the Board on discussions held in the committee meeting.

Audit Committee. Committee Chair Theresa Jasmin updated the Board on discussions held in the committee meeting and presented the following Motions approved by the committee.

MOTION made by Trustee Landrau, seconded by Trustee Montemayor, to accept the audit report on the audit procedures required pursuant to the Office of Management and Budget (OMB) Uniform Guidance for fiscal year ending June 30, 2022, as prepared by the firm of O'Connor & Drew P.C., and to authorize the submission of this report to the Federal Audit Clearinghouse and to other parties as required by OMB Uniform Guidance and the Commonwealth of Massachusetts.

There being no discussion, **ROLL CALL VOTE** passed motion unanimously with Trustees voting in the affirmative: Alvarado, Jasmin, Landrau, Montemayor, Reichelt, Salehi, Sanfacon, Williams, and Martin.

MOTION made by Trustee Landrau, seconded by Trustee Williams, to accept the agreed upon procedures report pursuant to the Massachusetts Office of Student Financial Assistance attestation guide for fiscal year ended June 30, 2022 as prepared by the firm of O'Connor & Drew, P.C., and to authorize the submission of this report to the State Comptroller's Office and the Department of Higher Education.

There being no discussion, **ROLL CALL VOTE** passed motion unanimously with Trustees voting in the affirmative: Alvarado, Jasmin, Landrau, Montemayor, Reichelt, Salehi, Sanfacon, Williams, and Martin.

Justice, Equity, Diversity, and Inclusion Committee. Committee Chair Madeline Landrau updated the Board on discussions held in the committee meeting and presented the following Motion approved by the committee.

MOTION made by Trustee Alvarado, seconded by Trustee Jasmin, to accept the priorities and goals of the Justice, Equity, Diversity, and Inclusion (JEDI) Committee as presented.

There being no discussion, **ROLL CALL VOTE** passed motion unanimously with Trustees voting in the affirmative: Alvarado, Jasmin, Landrau, Montemayor, Reichelt, Salehi, Sanfacon, Williams, and Martin.

There being no further business,

MOTION made by Trustee Landrau, and seconded by Trustee Williams, to adjourn. **ROLL CALL VOTE** passed motion unanimously with Trustees voting in the affirmative: Alvarado, Jasmin, Landrau, Montemayor, Reichelt, Salehi, Sanfacon, Williams, and Martin.

Meeting adjourned at 4:27 PM.

Attachments presented at this meeting:

- a. Draft Minutes of October 12, 2022
- b. Draft Minutes of October 19, 2022
- c. Draft Minutes of December 1, 2022
- d. Tracked Changes to Data Classification Policy (0630)
- e. Tracked Changes to Remote Access Policy (0620)
- f. Tracked Changes to Information Security Passwords/Passphrases (0600)
- g. President's Presentation
- h. Center for Interdisciplinary Informatics (CI²) presentation

Financial Affairs and Advancement Committee:

- i. Motion – Staff Emerita Status
- j. Staff Emerita Justification

Academic Affairs Committee:

- k. Motion – Accept Mission Statement Report
- l. Mission Statement Report Presentation from Committee meeting
- m. Mission Statement Addendum Report
- n. Motion – Faculty Emeritus/a
- o. Faculty Emeritus/a Justifications
- p. Motion – Honorary Degree
- q. Honorary Degree Justification

Audit Committee:

- r. Motion – Massachusetts Office of Student Financial Aid Report (OSFA)
- s. Massachusetts Office of Student Financial Aid Report (OSFA) (Draft)
- t. Motion – Uniform Guidance Report
- u. Uniform Guidance Report (Draft)

Justice, Equity, Diversity, and Inclusion Committee:

- v. Motion – Acceptance of Committee Priorities
- w. JEDI Committee Priorities

Secretary's Certificate

I hereby certify that the foregoing is a true and correct copy of the approved minutes of the Westfield State University Board of Trustees meeting held on December 20, 2022.

Dr. Gloria Williams, Secretary

Date



BOARD OF TRUSTEES

February 7, 2023

Minutes

Nettie Stevens Science and Innovation Center, Room 304

And via Zoom, in accordance with Massachusetts Gov. Charlie Baker's Executive Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, § 20 dated March 12, 2020.

A live stream of the meeting for public viewing also took place on YouTube.

MEMBERS PRESENT: Chair Dr. Robert Martin, Vice Chair Ali Salehi, Secretary Dr. Gloria Williams, and Trustees Melissa Alvarado, Chris Montemayor, William Reichelt, and Chloe Sanfacon

MEMBERS PARTICIPATING REMOTELY: Trustees George Gilmer (joined at 2:43 PM), Theresa Jasmin, and Madeline Landrau

MEMBERS EXCUSED: Trustee Paul Boudreau

Also present and participating were Westfield State University President Dr. Linda Thompson; Director of Career Center Junior Delgado; students Cameron Ganong and Sierra Palazzi; and cabinet members Maggie Balch, Dr. Michael Freeman, Lisa McMahan, Dr. Juline Mills, Dr. LaRue Pierce, and Stephen Taksar. Also joining via Zoom were Mike Santolucito and Samantha Spezeski from The Boston Consortium.

The meeting was called to order at 2:24 PM by Chair Martin. A roll call was taken of the Trustees participating as listed above and it was announced that the meeting was being livestreamed and recorded.

Chair Martin announced a tour of the Nettie Stevens Science Center would be given at the end of the meeting. He shared that through the history of the different names of Westfield State, education has stayed constant in some respects, but the evolution of the University should not stay constant. Liberal arts should continue to be essential; students and the external business community should help guide and influence the development of new programs; and the focus on fundraising, student experience, and enrollment needs to be collaborative.

President's Report. President Thompson shared her IDEAS to organize programs and goals into cohesive structure to reinforce core tenants and values. She focused on *advancement* and the direction that Westfield State University should pursue to inspire new programs, relationships, and the expansion of its name in the Pioneer Valley and beyond. *Advancement* is how we tell our stories, and a new fundraising committee will explore a comprehensive campaign through cultivation. [Trustee Gilmer joined the meeting at 2:43 PM]

Student Trustee Report. Trustee Sanfacon provided student updates, which included a gender-inclusive bathroom in Wilson Hall, re-opening the Unity room in Ely Campus Center, senior class council representation on the commencement committee, semi-formal Owl Ball dance, SGA Blue Key award nominations, SGA

elections, and a commuter committee. The SGA received a final update on the cost of attendance at a meeting this month and understand the need for a student fee rate increase. Students would like to be part of the discussion on plans for a possible refugee housing program on campus. Innovation on academic programs is exciting and provides a greater opportunity for collaboration between the schools and Student Activities, Involvement, and Leadership (SAIL). Students feel the impact of collaboration and transparency on campus, but she challenged each department to prioritize collaboration for the benefit of the institution.

WSU in Washington, DC. Mr. Delgado shared that the University's partnership with The Washington Center dates to the 1970s and has more than 550 alumni. Students Sierra Palazzi and Cameron Ganong shared their experiences with the program, saying that it provided a sense of confidence, invaluable networking opportunities, experiences in a new city, and the chance to establish worldwide relationships.

Academic Affairs Committee. Committee Chair Dr. Gloria Williams updated the Board on discussions held in the February 2, 2023, committee meeting. Provost Mills passed out the New England Commission on Higher Education (NECHE) Accreditation self-study and related material, asking Trustees to read Standards 1 (Mission), 2 (Planning), 3 (Governance), and 8 (Educational Effectiveness) to prepare for the February 23 Board meeting. Committee members should understand Standards 4, 5 and 6 (Academic Affairs Committee) Standard 7 with some knowledge of Standard 4 (Financial Affairs and Advancement Committee), Standard 3 (Governance Committee), and Standard 5 (Enrollment Management and Student Affairs Committee).

Governance and Nomination Committee. Committee Chair Melissa Alvarado updated the Board on discussions held in the committee meeting earlier in the day and presented the following Motion approved by the committee.

MOTION made by Trustee Reichelt, seconded by Trustee Montemayor, to amend the Westfield State University's Board of Trustees Bylaws as presented.

Discussion: The Bylaws presented were amended in the committee to make it clear that a quorum of the board as constituted is six.

There being no further discussion, **ROLL CALL VOTE** passed motion unanimously with Trustees voting in the affirmative: Alvarado, Gilmer, Jasmin, Landrau, Montemayor, Reichelt, Salehi, Sanfacon, Williams, and Martin.

Financial Affairs and Advancement Committee. Committee Chair Ali Salehi updated the Board on discussions held in the committee meeting earlier in the day and presented the following four Motions approved by the committee.

MOTION made by Trustee Reichelt, seconded by Trustee Sanfacon, to extend the current investment advisor contract with CI Eaton Private Wealth, formerly known as Eaton Vance WaterOak Advisors and Eaton Vance Investment Counsel, from July 1, 2023, through June 30, 2024.

The current contract with CI Eaton Private Wealth is for three years with the possibility of two, one-year extensions. This would be the second, one-year extension.

The University will develop a request for proposal (RFP) for investment advisor services which will go out to bid in fiscal year 2024 (FY24), based on the Investment Policy that is in place at the time of the bidding process.

There being no discussion, **ROLL CALL VOTE** passed motion unanimously with Trustees voting in the affirmative: Alvarado, Gilmer, Jasmin, Landrau, Montemayor, Reichelt, Salehi, Sanfacon, Williams, and Martin.

MOTION made by Trustee Reichelt, seconded by Trustee Williams, to approve the FY24 annual tuition and fee schedules, as presented.

There being no discussion, **ROLL CALL VOTE** passed motion unanimously with Trustees voting in the affirmative: Alvarado, Gilmer, Jasmin, Landrau, Montemayor, Reichelt, Salehi, Sanfacon, Williams, and Martin.

MOTION made by Trustee Reichelt, seconded by Trustee Alvarado, to close the University's certificate of deposit account at M&T Bank (formerly United Bank) at its maturity date of March 7, 2023, and to approve the transfer of \$2,100,395.21, plus interest, to the University's municipal money market account at Westfield Bank.

There being no discussion, **ROLL CALL VOTE** passed motion unanimously with Trustees voting in the affirmative: Alvarado, Gilmer, Jasmin, Landrau, Montemayor, Reichelt, Salehi, Sanfacon, Williams, and Martin.

MOTION made by Trustee Reichelt, seconded by Trustee Sanfacon, to approve the changes and accept the newly revised Travel Policy (0390), as presented.

There being no discussion, **ROLL CALL VOTE** passed motion unanimously with Trustees voting in the affirmative: Alvarado, Gilmer, Jasmin, Landrau, Montemayor, Reichelt, Salehi, Sanfacon, Williams, and Martin.

Enrollment Management and Student Affairs Committee. Committee Chair William Reichelt updated the Board on discussions held in the committee meeting earlier in the day.

Audit Committee. Committee Chair Theresa Jasmin updated the Board on discussions held in the committee meeting on January 18 and earlier in the day and presented the following two Motions approved by the committee.

MOTION made by Trustee Alvarado, seconded by Trustee Sanfacon, to recommend that the University enter into an agreement with the Boston Consortium for internal audit services. The agreement should be for one year. All University procurement procedures and policies will be followed in executing said agreement.

There being no discussion, **ROLL CALL VOTE** passed motion unanimously with Trustees voting in the affirmative: Alvarado, Gilmer, Jasmin, Landrau, Montemayor, Reichelt, Salehi, Sanfacon, Williams, and Martin.

MOTION made by Trustee Salehi, seconded by Trustee Sanfacon, to conduct an internal audit on Bursar/Student Accounts with the agreed upon scope of work to be completed by June 30, 2023, and a final report issued to the Audit Committee within 45 days after completion of the audit.

There being no discussion, **ROLL CALL VOTE** passed motion unanimously with Trustees voting in the affirmative: Alvarado, Gilmer, Jasmin, Landrau, Montemayor, Reichelt, Salehi, Sanfacon, Williams, and Martin.

Justice, Equity, Diversity, and Inclusion Committee. Committee Chair Madeline Landrau updated the Board on discussions held in the committee meeting earlier in the day.

There being no further business,

MOTION made by Trustee Reichelt, and seconded by Trustee Williams, to adjourn.
ROLL CALL VOTE passed motion unanimously with Trustees voting in the affirmative:
Alvarado, Gilmer, Jasmin, Landrau, Montemayor, Reichelt, Salehi, Sanfacon, Williams, and
Martin.

Meeting adjourned at 4:21 PM.

Attachments presented at this meeting:

- a. WSU in Washington, DC Presentation

Academic Affairs Committee:

- b. Handouts: NECHE Self Study, Access to Virtual Evidence Room, NECHE Site Visit Team Members, NECHE Site Visit Schedule

Governance and Nomination Committee:

- c. Motion – Bylaw Amendments
- d. Bylaw Amendments

Financial Affairs and Advancement Committee:

- e. Motion – Investment Advisor Contract
- f. Motion – FY24 Schedule of Annual Tuition and Fees
- g. FY24 Schedule of Annual Tuition and Fees (Recommendation)
- h. FY24 Schedule of Annual Tuition and Fees (New Campus Fees)
- i. FY24 Schedule of Annual Tuition and Fees (Comparison)
- j. FY24 Schedule of Annual Tuition and Fees (CGCE Comparison)
- k. FY24 Schedule of Annual Tuition and Fees (SGA Slides)
- l. Motion – Consolidate Bank Accounts
- m. Motion – Travel Policy (0390)
- n. Travel Policy (Track Changes)
- o. Travel Policy (Clean)

Audit Committee:

- p. Motion – FY23 Internal Audit Services
- q. Motion – Internal Audits
- r. Internal Audits (Potential Audits)
- s. Internal Audits (Previous Internal Audits)

Secretary's Certificate

I hereby certify that the foregoing is a true and correct copy of the approved minutes of the Westfield State University Board of Trustees meeting held on February 7, 2023.

Dr. Gloria Williams, Secretary

Date



BOARD OF TRUSTEES

February 23, 2023

Minutes

Via Zoom, in accordance with Massachusetts Gov. Charlie Baker's Executive Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, § 20 dated March 12, 2020.

A live stream of the meeting for public viewing also took place on YouTube.

MEMBERS PARTICIPATING REMOTELY: Chair Dr. Robert Martin, Vice Chair Ali Salehi, Secretary Dr. Gloria Williams, and Trustees Paul Boudreau, Melissa Alvarado, George Gilmer, Theresa Jasmin (joined at 11:07 AM), Chris Montemayor, William Reichelt, and Chloe Sanfacon

MEMBERS EXCUSED: Trustees Paul Boudreau and Madeline Landrau

Also participating were Westfield State University President Dr. Linda Thompson and cabinet members Dr. Michael Freeman, Richard Lenfest, Jr., Lisa McMahon, Dr. Juline Mills, Dr. LaRue Pierce, and Timothy Rooke. Westfield State's New England Commission on Higher Education (NECHE) Accreditation Executive Committee members Dr. Brian Jennings, Dean of Accreditation, Tom Raffensperger, Director of Library Services, and Callie Katsounakis, Director of Accreditation and Assessment, were also participating.

The meeting was called to order at 11:03 AM by Chair Martin. A roll call was taken of the Trustees participating as listed above and it was announced that the meeting was being livestreamed and recorded.

Chair Martin thanked faculty and staff who worked on NECHE self-study and stressed the importance of being an accredited institution. This meeting will provide an overview of the role of the Board, each standard, and preparation for the meetings with the NECHE site team.

Overview of Accreditation. Provost Mills and Dr. Jennings provided an overview of the accreditation process, which assures the public we are a quality institution. The Board's role is to ensure we have taken a good, fair look at ourselves and are providing opportunities for improvement.

- Two factors to remember during accreditation meetings and discussions are how the institution is assuring quality and fostering improvement.
- Accreditors will balance:
 - Compliance
 - Needs of the public
 - Federal regulations
 - Safeguarding quality
 - Consistency of Standards
 - Improvement
 - Needs of institution, including the needs of faculty, librarians, staff, students, senior leadership team, Board in its role with the president, and the wider community.
 - Institution-centered approach

- Supporting innovation. The four pillars of our Strategic Plan are being tracked with metrics
- Diversity of institutional missions, which includes faculty and students presenting at Board meetings.

Every conversation with a site team member will be part of the evaluation. The nine standards and sub-standards were reviewed, with special emphasis on Standard 3 – Governance, where the Board has a special role.

When responding to questions from the site team, Board members should integrate values of the institution. Examples of how the institution is meeting the standards were provided.

There was considerable discussion on the Standards Indicator document color coding assigned to Standards 7.5 and 7.6 (Resources). This document is a self-assessment which we will not be graded on. Ideally the institution should agree on the colors assigned, but in the final analysis, the individual facts will speak for themselves. Based on what has been seen across all colleges and universities, Westfield State has done a phenomenal job managing through this recent financial situation. Part of its plan was to not fill, or freeze, empty positions and lines. Some departments consider this a financial issue, but other departments think they did a good job managing deficits with necessary cuts. New revenue sources with grant funding and innovative ways to spend limited finances and grow academic programs has been prioritized at the institution. The Commission’s interest will be in how the University is dealing with this issue. The Board was reminded to bring institutional perspectives on strengths and some opportunities for improvement.

Chair Martin encouraged Trustees to review the self-study summary sheet provided with the meeting material as they prepared for the NECHE site team meetings.

There being no further business, **MOTION** made by Trustee Jasmin, and seconded by Trustee Sanfacon, to adjourn. **ROLL CALL VOTE** passed motion unanimously with Trustees voting in the affirmative: Jasmin, Montemayor, Salehi, Sanfacon, Williams, and Martin. (Trustee Reichelt left the meeting at 1:30 PM and Trustees Alvarado and Gilmer left the meeting at 2:04 PM)

Meeting adjourned at 2:07 PM.

Attachments presented at this meeting:

- Overview of Accreditation Presentation
- Standards Indicator Document
- Self-Study Summary Sheet
- Site Visit Schedule

Secretary’s Certificate

I hereby certify that the foregoing is a true and correct copy of the approved minutes of the Westfield State University Board of Trustees meeting held on February 23, 2023.

Dr. Gloria Williams, Secretary

Date

Westfield State University

Policy concerning

APPROVED: February 2016

Section Administrative

Number 0603

Page 1 of 5

REVIEWED: [March 2023](#)

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TAXATION OF GIFTS, PRIZES, AND AWARDS

PURPOSE

The purpose of this policy is to ensure that Westfield State University complies with all applicable laws and regulations, communicates expectations, and encourages ethical practices, socially responsible behavior, and fiscal responsibility with regard to the procurement and issuance of university funded gifts, prizes, and awards.

POLICY

Payments made from university funds, or items of value given to employees, are considered compensation subject to federal, state and employment tax withholding, and reporting on Form W-2, unless a specific exemption applies. Payments made or items of value given to students and non-employees are considered gross income to the recipients reportable on Form 1099-MISC, unless a specific exemption applies. Departments are required to provide the Financial Accounting office with identifying information for all recipients of gifts, prizes, and awards.

DEFINITIONS

Employee – Any individual currently performing services at the university which are compensated through the payroll office and receiving a Form W-2 at the conclusion of a calendar year.

Student – Any individual enrolled in a minimum of one course for credit at the time in which a gift, prize, or award is issued.

Non-employee – Any individual not defined as an employee and/or student as described above.

In the case where an individual defined as a student is also defined as an employee, and vice versa, the circumstances of why a gift, prize, or award was issued will determine the prevailing role for taxation purposes.

Gift – A cash or non-cash item given as a gesture of goodwill or appreciation, or in recognition of, or in connection with a holiday season, or some other purpose not specifically related to regular job performance. Examples may include holiday or birthday gifts.

Award – A cash or non-cash item given to show thanks, support, goodwill, or recognition of an outstanding accomplishment. Examples include achievement in teaching, research, retirement, or other job performance related activity.

Prize – A cash or non-cash item given at random or as a result of chance, not directly related to job or academic performance. Examples include random door prizes and raffles at university sponsored events.

De minimis – A threshold or maximum amount for single item, single event gifts, prizes, and

Westfield State University

Policy concerning

APPROVED: February 2016

Section Administrative

Number 0603

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REVIEWED: [March 2023](#)

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awards where tracking for tax purposes is unreasonable and administratively impractical. The de minimis principle applies only for non-cash or cash equivalent gifts, prizes, and awards which are only given on an occasional basis.

Non-functional item – Any gift, prize, or award which is personalized or engraved, making it unable to be re-sold or used. Such items are deemed only to have sentimental value and no market value; therefore these items qualify as de minimis. Examples of valid items include engraved plaques and floral arrangements. Items composed of valuable metals or materials (e.g. gold or silver) do not qualify as resale is still possible after engraving or personalization.

Single item – A single gift, prize, or award granted to a single individual for a single distinct purpose at a single defined event.

Event – For the purposes of this policy, an event is considered to either be any occasion taking place during one day or a specifically defined occasion that may take place over multiple days.

NON-TAXABLE ITEMS

1. De minimis gifts, prizes, and awards are items valued below \$50 and meeting all requirements of the definitions of *de minimis*, *single item*, and *event* stated above.
2. Employee recognition awards given only for length-of-service or safety are not taxable when meeting the following criteria:
 - a. They are awarded in a meaningful presentation that emphasizes the purpose of the award.
 - b. The value of the award funded by the University may not exceed \$400 per year per employee.
 - c. Must not be cash or a cash equivalent.
 - d. For length-of-service, they must not be granted more frequently than every 5 years.
 - e. For safety, they cannot be given to greater than 10% of eligible employees during a calendar year, and managers, administrators, clerical, and professional staff are ineligible for the award.
3. Other items may not be taxable. If there is any question on whether a gift, prize, or award is taxable or not, the department must request that a determination be made by the Associate Vice President of Finance.

PROCEDURES

A. PROCUREMENT

1. Gifts, prizes, and awards are allowed to the extent the expense is reasonable and necessary to carry out the mission of the University. They may not be lavish or extravagant, and must comply with any funding source restrictions. This is in

Westfield State University

Policy concerning

APPROVED: February 2016

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REVIEWED: [March 2023](#)

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accordance with the Trust Fund Guidelines of the Massachusetts Board of Higher Education and of Westfield State University.

2. Proper classification of payments is necessary to differentiate between awards, gifts, prizes, or any other items.
3. All procurement policies and procedures must be followed.
4. The purchase of gift cards/certificates is strictly prohibited.
5. Gifts and awards for student-athletes are additionally governed by NCAA policies. Departments must be in compliance with these policies when completing requisitions to purchase items of this nature.

B. ISSUANCE

1. Gifts, prizes, and awards must not be issued without first collecting identifying information on all recipients.
2. Information must be documented on the **Gift/Prize/Award Reporting Form**. [The form is located on the Documents site of myWestfield: Administration and Finance > Financial Accounting Misc. Forms and Documents.](#) For large quantities of recipients in a single event, a spreadsheet may be attached.
3. All recipients must sign the Gift/Prize/Award form or a log sheet to certify that they received an item.

C. PAYMENT

1. All Gift/Prize/Award forms must be included when submitting Authorization-to-Pay (ATP) forms for purchased gifts, prizes, and awards.
2. Financial Accounting staff will determine taxability and person status based on the information provided on Gift/Prize/Award forms. Employee information will be forwarded to the Payroll office for entry onto the individual's next paycheck; tax and FICA withholdings will be made. Students and non-employees' information will be entered into the 1099-MISC database of the Banner accounting system. Form 1099-MISC is only issued to individuals with a calendar year total income of at least \$600.

EMPLOYEE ACCEPTANCE OF GIFTS

All employees of the University (benefitted and non-benefitted) are considered state employees for the purposes of the Massachusetts Conflict of Interest Law (MGL c. 268A). In accordance with this law, employees may not accept gifts and gratuities valued at \$50 or more given to influence their official actions or because of their official position. Exemptions for MGL c. 268A are included in Massachusetts regulations 930 CMR 5.00.

Westfield State University

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APPROVED: February 2016

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REVIEWED: [March 2023](#)

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ENFORCEMENT

Identifying information must be provided to the Financial Accounting office so that tax reporting can occur in compliance with the Internal Revenue Code and any state regulations. Violations of this policy will result in a written warning being issued to the department head. Repeated warnings will result in the department having all non-essential purchases frozen for a period of time as determined by the Vice President of Administration and Finance.

REVIEW

This policy shall be reviewed ~~annually~~ every three years by the Vice President of Administration and Finance.

Gifts, Prizes, and Awards Reporting Form

To keep personal information secure, please seal in an envelope and mark "confidential".

Recipient name: _____

Select only one: EMPLOYEE STUDENT NON-EMPLOYEE

Payroll ID (employees): _____ CWID (students): _____

Non-employees SSN: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Is the recipient a non-resident alien? YES NO If yes, please contact Financial Accounting.

Item Description: _____

Date Issued: _____

Reason: _____

Value (\$): _____

Recipient Signature: _____

Department Name: _____

Grantor Name: _____

Grantor Signature: _____ Date: _____

Department Head Name: _____

Department Head Signature: _____ Date: _____

A spreadsheet may be attached to this form for large quantities of items granted.

Attach completed form(s) to Authorization to Pay form.

A vibrant, stylized illustration of a tropical landscape. The background is a warm yellow-orange gradient. In the foreground, there's a blue body of water with a white and yellow reflection, and a red sandy beach. Various tropical plants and flowers are scattered throughout, including a large red hibiscus on the left, a palm frond in the top left, and several green and orange plants on the right. The overall style is flat and modern.

WSU Nursing in Puerto Rico

Cultural Immersion Experience for Students

Rawan Ebrahim
Grace Looney
Julia Roe
Morgan Burnham
Irene Dimitroglou
May Chit
Alyssa Briones
Abby Marshall
Hannah Burns
Sarah Tanner
Rhenna Barry
Isabella Brandford



January 2-16, 2023
Rincon, PR Costa Salud
Ponce, PR Med Centro

Faculty:
Dr. Jamie Rivera
Dr. Joan Kuhnly

Puerto Rico Video

[NURSINGSLIDESHOW R2 1.mp4](#)

Our Experience

- ❖ Hurricane Fiona fundraising
- ❖ Delivering nonperishable food items, water, and household supplies to families
 - Three families identified by Med Centro received these items
- ❖ Taking care of our own
 - We had a student who became ill while we were there
 - Med Centro took her in immediately and provided the best care possible, free of charge



Our Experience

- ❖ Patients and staff were incredibly receptive to working with us
- ❖ Staff and students worked hard to communicate
 - Not all our students knew Spanish and not all staff knew English
- ❖ Staff members were so excited to work with us!
 - We had a lot of opportunities for learning and were actively involved in patient care
- ❖ Both medical centers knew how to have fun!
 - Every day was fun and engaging



Impact On Our Future Careers

- ❖ Immersed in another culture → providing culturally responsive care
- ❖ New understanding of caring for non-English speaking or limited English proficient patients
- ❖ Working with patients with unreliable electricity
 - How does this impact medical care at home?
- ❖ Understanding the importance of health screening and preventative care
- ❖ Emphasis on community-based care



Thank you! Any questions?





Westfield State University Tenure & Promotion Candidates

APRIL 2023

Promotion to Professor

Dr. Imo Imeh

Art



Promotion to Professor

Dr. Timothy LeDoux

Geography, Planning
and Sustainability



Promotion to Senior Librarian

Ms. Corinne Ebbs

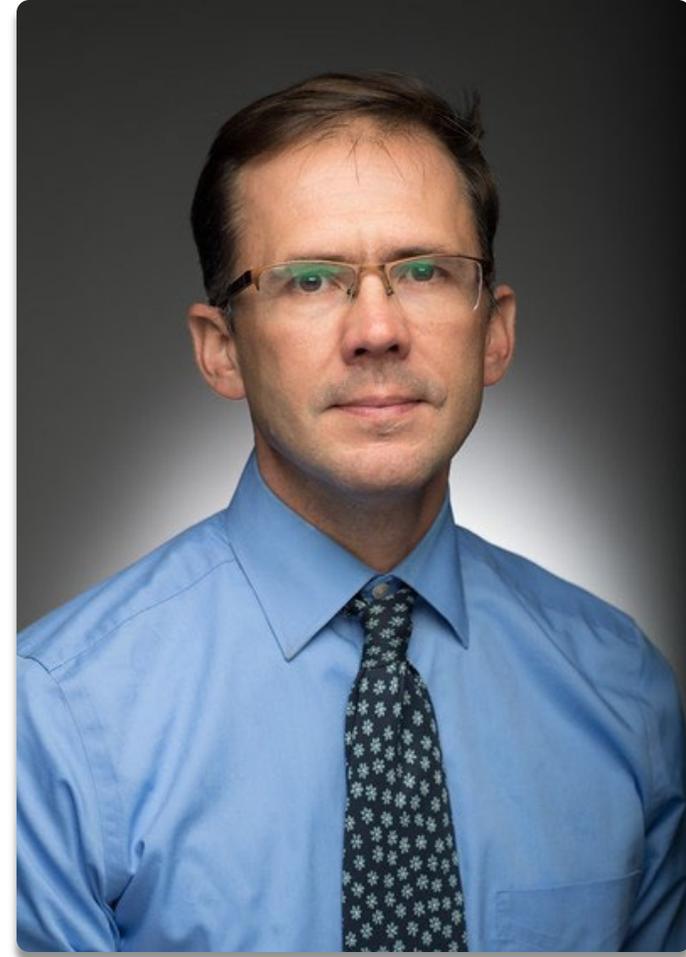
Library



Promotion to Associate Professor

Dr. Arne Christensen

Biology



Promotion to Associate Professor

Dr. Lauren DiCarlo

Environmental Science



Promotion to Associate Professor

Mr. Anthony Furnelli

Marketing and Management



Promotion to Associate Professor

Dr. Susan
McDiarmid

Health Sciences



Promotion to Associate Professor

Dr. Princy Mennella

Psychology



Promotion to Associate Professor

Dr. Beverly St. Pierre

Health Sciences



Candidate for Tenure

Dr. Joan Kuhnly

Nursing



Candidate for Tenure with Automatic Promotion

Dr. Jessica
Grabowski

Health Sciences



Candidate for Tenure with Automatic Promotion

Dr. Alina Gross

Geography, Planning
and Sustainability



Candidate for Tenure with Automatic Promotion

Dr. Tracy McLeod

Education



Candidate for Tenure with Automatic Promotion

Ms. Amber
Monroe

Library





Board of Trustees

April 25, 2023

MOTION

To approve the granting of promotion to the rank of Professor, effective September 1, 2023, to:

Dr. Imo Imeh
Dr. Timothy LeDoux

Art
Geography, Planning & Sustainability

To approve the granting of promotion to the rank of Senior Librarian, effective September 1, 2023, to:

Ms. Corinne Ebbs

Library

To approve the granting of promotion to the rank of Associate Professor, effective September 1, 2023, to:

Dr. Arne Christensen
Dr. Lauren DiCarlo
Mr. Anthony Furnelli
Dr. Susan McDiarmid
Dr. Princy Mennella
Dr. Beverly St. Pierre

Biology
Environmental Science
Marketing & Management
Health Sciences
Psychology
Health Sciences

Dr. Robert A. Martin, Chair

Date

ACADEMIC AFFAIRS

March 17, 2023

Dr. Linda Thompson
President

Dear President Thompson:

For your approval, below are my recommendations for promotion effective September 1, 2023:

To Professor:

Dr. Imo Imeh	Art
Dr. Timothy LeDoux	Geography, Planning and Sustainability

To Senior Librarian:

Ms. Corrine Ebbs	Library
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To Associate Professor:

Dr. Arne Christensen	Biology
Dr. Lauren DiCarlo	Environmental Science
Mr. Anthony Furnelli	Marketing and Management
Dr. Susan McDiarmid	Health Sciences
Dr. Princy Mennella	Psychology
Dr. Beverly St. Pierre	Health Sciences

I certify that all procedures as prescribed in *The Agreement* have been complied with in accordance with Article VIII, Section G.

Sincerely,



Juline E. Mills
Provost and Vice President, Academic Affairs

Approved:



Dr. Linda Thompson, President

3/21/2023

Date

**WESTFIELD STATE UNIVERSITY
BOARD OF TRUSTEES PERSONNEL ACTION
April 14, 2023**

TYPE OF ACTION: PROMOTION TO PROFESSOR/FACULTY

FUNDING SOURCE: STATE FUNDED

NAME: IMO IMEH

RANK/DEPARTMENT: ASSOCIATE PROFESSOR/ART

CURRENT SALARY: \$ 89,152.59

DATE OF HIRE: SEPTEMBER 1, 2010

EFFECTIVE DATE: SEPTEMBER 1, 2023

DEGREES:

B.A.	Columbia University	2002
M.A.	Yale University	2004
M.Phil.	Yale University	2006
Ph.D.	Yale University	2009

JUSTIFICATION:

In accordance with the process established by the Agreement, I have reviewed the materials submitted by Dr. Imeh and all evaluation materials considered by or provided by his chair, the Committee on Promotions and Dean Sabine Klein. I concur with their conclusions that Dr. Imeh has met the criteria established by the Agreement.

I recommend Dr. Imeh be promoted to the rank of Professor.

Approved:



Juline E. Mills, Ph.D.
Provost and Vice President, Academic Affairs

4/14/23

Date

**WESTFIELD STATE UNIVERSITY
BOARD OF TRUSTEES PERSONNEL ACTION
April 14, 2023**

TYPE OF ACTION: PROMOTION TO PROFESSOR/FACULTY

FUNDING SOURCE: STATE FUNDED

NAME: TIMOTHY LEDOUX

RANK/DEPARTMENT: ASSOCIATE PROFESSOR/GEOGRAPHY, PLANNING
& SUSTAINABILITY

CURRENT SALARY: \$ 77,460.06

DATE OF HIRE: SEPTEMBER 1, 2013

EFFECTIVE DATE: SEPTEMBER 1, 2023

DEGREES:

B.A.	Clark University	1998
M.A.	Clark University	2000
Ph.D.	Michigan State University	2013

JUSTIFICATION:

In accordance with the process established by the Agreement, I have reviewed the materials submitted by Dr. LeDoux and all evaluation materials considered by or provided by his chair, the Committee on Promotions and Dean Rebecca Morris. I concur with their conclusions that Dr. LeDoux has met the criteria established by the Agreement.

I recommend Dr. LeDoux be promoted to the rank of Professor.

Approved:



Juline E. Mills, Ph.D.
Provost and Vice President, Academic Affairs

4/14/23

Date

**WESTFIELD STATE UNIVERSITY
BOARD OF TRUSTEES PERSONNEL ACTION
April 14, 2023**

TYPE OF ACTION: PROMOTION TO SENIOR LIBRARIAN/FACULTY

FUNDING SOURCE: STATE FUNDED

NAME: CORINNE EBBS

RANK/DEPARTMENT: LIBRARIAN/LIBRARY

CURRENT SALARY: \$ 117,089.79

DATE OF HIRE: SEPTEMBER 1, 1997

EFFECTIVE DATE: SEPTEMBER 1, 2023

DEGREES:

A.B.	Vassar College	1983
M.Ed.	Lesley College	1987
M.L.S.	University at Albany, SUNY	1994

JUSTIFICATION:

In accordance with the process established by the Agreement, I have reviewed the materials submitted by Ms. Ebbs and all evaluation materials considered by or provided by her program area chair, the Committee on Promotions and Associate Provost Enrique Morales-Diaz. I concur with their conclusions that Ms. Ebbs has met the criteria established by the Agreement.

I recommend Ms. Ebbs be promoted to the rank of Senior Librarian.

Approved:



Juline E. Mills, Ph.D.
Provost and Vice President, Academic Affairs

4/14/23

Date

**WESTFIELD STATE UNIVERSITY
BOARD OF TRUSTEES PERSONNEL ACTION
April 14, 2023**

TYPE OF ACTION: PROMOTION TO ASSOCIATE
PROFESSOR/FACULTY

FUNDING SOURCE: STATE FUNDED

NAME: ARNE CHRISTENSEN

RANK/DEPARTMENT: ASSISTANT PROFESSOR/BIOLOGY

CURRENT SALARY: \$ 74,824.91

DATE OF HIRE: SEPTEMBER 1, 2019

EFFECTIVE DATE: SEPTEMBER 1, 2023

DEGREES:

B.S.	University of Massachusetts	2000
Ph.D.	University of Massachusetts	2008

JUSTIFICATION:

In accordance with the process established by the Agreement, I have reviewed the materials submitted by Dr. Christensen and all evaluation materials considered by or provided by his chair, the Committee on Promotions and Dean Ziblim Abukari. I concur with their conclusions that Dr. Christensen has met the criteria established by the Agreement.

I recommend Dr. Christensen be promoted to the rank of Associate Professor.

Approved:



Juline E. Mills, Ph.D.
Provost and Vice President, Academic Affairs

4/14/23

Date

WESTFIELD STATE UNIVERSITY
BOARD OF TRUSTEES PERSONNEL ACTION
April 14, 2023

TYPE OF ACTION: PROMOTION TO ASSOCIATE
PROFESSOR/FACULTY

FUNDING SOURCE: STATE FUNDED

NAME: LAUREN DICARLO

RANK/DEPARTMENT: ASSISTANT PROFESSOR/ENVIRONMENTAL
SCIENCE

CURRENT SALARY: \$ 69,615.26

DATE OF HIRE: SEPTEMBER 1, 2018

EFFECTIVE DATE: SEPTEMBER 1, 2023

DEGREES:

B.A.	Wheaton College	2010
M.S.	The Pennsylvania State University	2013
Ph.D.	Oregon State University	2018

JUSTIFICATION:

In accordance with the process established by the Agreement, I have reviewed the materials submitted by Dr. DiCarlo and all evaluation materials considered by or provided by her chair, the Committee on Promotions and Dean Ziblim Abukari. I concur with their conclusions that Dr. DiCarlo has met the criteria established by the Agreement.

I recommend Dr. DiCarlo be promoted to the rank of Associate Professor.

Approved:



Juline E. Mills, Ph.D.
Provost and Vice President, Academic Affairs

4/14/23

Date

**WESTFIELD STATE UNIVERSITY
BOARD OF TRUSTEES PERSONNEL ACTION
April 14, 2023**

TYPE OF ACTION: PROMOTION TO ASSOCIATE
PROFESSOR/FACULTY

FUNDING SOURCE: STATE FUNDED

NAME: ANTHONY FURNELLI

RANK/DEPARTMENT: ASSISTANT PROFESSOR/MARKETING &
MANAGEMENT

CURRENT SALARY: \$ 79,980.75

DATE OF HIRE: SEPTEMBER 1, 2017

EFFECTIVE DATE: SEPTEMBER 1, 2023

DEGREES:

B.A.	Wake Forest University	1994
M.A.	American University	1997
M.B.A.	American University	1997

JUSTIFICATION:

In accordance with the process established by the Agreement, I have reviewed the materials submitted by Mr. Furnelli and all evaluation materials considered by or provided by his chair, the Committee on Promotions and Dean Rebecca Morris. I concur with their conclusions that Mr. Furnelli has met the criteria established by the Agreement.

I recommend Mr. Furnelli be promoted to the rank of Associate Professor.

Approved:



Juline E. Mills, Ph.D.
Provost and Vice President, Academic Affairs

4/14/23

Date

WESTFIELD STATE UNIVERSITY
BOARD OF TRUSTEES PERSONNEL ACTION
April 14, 2023

TYPE OF ACTION: PROMOTION TO ASSOCIATE
PROFESSOR/FACULTY

FUNDING SOURCE: STATE FUNDED

NAME: SUSAN MCDIARMID

RANK/DEPARTMENT: ASSISTANT PROFESSOR/HEALTH SCIENCES

CURRENT SALARY: \$ 127,500.00

DATE OF HIRE: SEPTEMBER 1, 2021

EFFECTIVE DATE: SEPTEMBER 1, 2023

DEGREES:

B.S.	Springfield College	2010
M.S.	Springfield College	2011
Ed.D.	Bay Path University	2022

JUSTIFICATION:

In accordance with the process established by the Agreement, I have reviewed the materials submitted by Dr. McDiarmid and all evaluation materials considered by or provided by her chair, the Committee on Promotions and Dean Ziblim Abukari. I concur with their conclusions that Dr. McDiarmid has met the criteria established by the Agreement.

I recommend Dr. McDiarmid be promoted to the rank of Associate Professor.

Approved:



Juline E. Mills, Ph.D.
Provost and Vice President, Academic Affairs

4/14/23

Date

**WESTFIELD STATE UNIVERSITY
BOARD OF TRUSTEES PERSONNEL ACTION
April 14, 2023**

TYPE OF ACTION: PROMOTION TO ASSOCIATE
PROFESSOR/FACULTY

FUNDING SOURCE: STATE FUNDED

NAME: PRINCY MANNELLA

RANK/DEPARTMENT: ASSISTANT PROFESSOR/PSYCHOLOGY

CURRENT SALARY: \$ 82,113.57

DATE OF HIRE: SEPTEMBER 1, 2019

EFFECTIVE DATE: SEPTEMBER 1, 2023

DEGREES: B.S. University of Richmond 1998
Ph.D. University of Massachusetts 2004

JUSTIFICATION:

In accordance with the process established by the Agreement, I have reviewed the materials submitted by Dr. Mennella and all evaluation materials considered by or provided by her chair, the Committee on Promotions and Dean Gabriel Aquino. I concur with their conclusions that Dr. Mennella has met the criteria established by the Agreement.

I recommend Dr. Mennella be promoted to the rank of Associate Professor.

Approved:



Juline E. Mills, Ph.D.
Provost and Vice President, Academic Affairs

4/14/23

Date

**WESTFIELD STATE UNIVERSITY
BOARD OF TRUSTEES PERSONNEL ACTION
April 14, 2023**

TYPE OF ACTION: PROMOTION TO ASSOCIATE
PROFESSOR/FACULTY

FUNDING SOURCE: STATE FUNDED

NAME: BEVERLY ST. PIERRE

RANK/DEPARTMENT: ASSISTANT PROFESSOR/HEALTH SCIENCES

CURRENT SALARY: \$ 91,555.20

DATE OF HIRE: SEPTEMBER 1, 2020

EFFECTIVE DATE: SEPTEMBER 1, 2023

DEGREES:

B.A.	Bay Path University	2006
M.O.T.	Bay Path University	2007
D.O.T.	Chatham University	2012

JUSTIFICATION:

In accordance with the process established by the Agreement, I have reviewed the materials submitted by Dr. St. Pierre and all evaluation materials considered by or provided by her chair, the Committee on Promotions and Dean Ziblim Abukari. I concur with their conclusions that Dr. St. Pierre has met the criteria established by the Agreement.

I recommend Dr. St. Pierre be promoted to the rank of Associate Professor.

Approved:



Juline E. Mills, Ph.D.
Provost and Vice President, Academic Affairs

4/14/23

Date



Board of Trustees

April 25, 2023

MOTION

To approve the granting of tenure, effective September 1, 2023, to:

Dr. Joan Kuhnly

Nursing

To approve the granting of tenure with automatic promotion, effective September 1, 2023, to:

Ms. Jessica Grabowski

Health Sciences

Dr. Alina Gross

Geography, Planning & Sustainability

Dr. Tracy McLeod

Education

Ms. Amber Monroe

Library

Dr. Robert A. Martin, Chair

Date

ACADEMIC AFFAIRS

March 17, 2023

Dr. Linda Thompson
President

Dear President Thompson:

For your approval, I recommend the granting of tenure with automatic promotion effective September 1, 2023 to:

Ms. Jessica Grabowski
Dr. Alina Gross
Dr. Tracy McLeod
Ms. Amber Monroe

Health Sciences
Geography, Planning and Sustainability
Education
Library

For your approval, I recommend the granting of tenure effective September 1, 2023 to:

Dr. Joan Kuhnly

Nursing

I certify that all procedures as prescribed in *The Agreement* have been complied with in accordance with Article VIII, Section H.

Sincerely,



Juline E. Mills
Provost and Vice President, Academic Affairs

Approved:


Dr. Linda Thompson, President

Date

3/29/2023

WESTFIELD STATE UNIVERSITY
BOARD OF TRUSTEES PERSONNEL ACTION
April 14, 2023

TYPE OF ACTION: TENURE /FACULTY
FUNDING SOURCE: STATE FUNDED
NAME: JOAN KUHNLY
RANK/DEPARTMENT: ASSOCIATE PROFESSOR/NURSING
CURRENT SALARY: \$104,847.09
DATE OF HIRE: SEPTEMBER 1, 2017
TENURE EFFECTIVE: SEPTEMBER 1, 2023

DEGREES:	B.S.	University of Vermont	1985
	M.S.	University of Connecticut	1991
	D.N.P.	University of Connecticut	2014

JUSTIFICATION:

In accordance with the process established by the Agreement, I have reviewed the materials submitted by Dr. Kuhnly as well as her personnel file and all evaluation materials considered by or provided by her chair, the Committee on Tenure and Dean Ziblim Abukari. I concur with their conclusions that Dr. Kuhnly has met the criteria established by the Agreement.

I recommend Dr. Kuhnly be granted tenure.

Approved:



Juline E. Mills, Ph.D.
Provost and Vice President, Academic Affairs

4/14/2023

Date

**WESTFIELD STATE UNIVERSITY
BOARD OF TRUSTEES PERSONNEL ACTION
April 14, 2023**

TYPE OF ACTION: TENURE /FACULTY
FUNDING SOURCE: STATE FUNDED
NAME: JESSICA GRABOWSKI
RANK/DEPARTMENT: ASSISTANT PROFESSOR/HEALTH SCIENCES
CURRENT SALARY: \$93,929.68
DATE OF HIRE: SEPTEMBER 1, 2017
TENURE EFFECTIVE: SEPTEMBER 1, 2023

DEGREES: B.S. University of Massachusetts 2010
M.S. Bay Path College 2014

JUSTIFICATION:

In accordance with the process established by the Agreement, I have reviewed the materials submitted by Ms. Grabowski as well as her personnel file and all evaluation materials considered by or provided by her chair, the Committee on Tenure and Dean Ziblim Abukari. I concur with their conclusions that Ms. Grabowski has met the criteria established by the Agreement.

I recommend Ms. Grabowski be granted tenure with automatic promotion.

Approved:



Juline E. Mills, Ph.D.
Provost and Vice President, Academic Affairs

4/14/2023
Date

WESTFIELD STATE UNIVERSITY
BOARD OF TRUSTEES PERSONNEL ACTION
April 14, 2023

TYPE OF ACTION: TENURE /FACULTY

FUNDING SOURCE: STATE FUNDED

NAME: ALINA GROSS

RANK/DEPARTMENT: ASSISTANT PROFESSOR/GEOGRAPHY &
REGIONAL PLANNING

CURRENT SALARY: \$68,788.57

DATE OF HIRE: SEPTEMBER 1, 2017

TENURE EFFECTIVE: SEPTEMBER 1, 2023

DEGREES:

B.A.	Connecticut College	2006
M.R.P.	University of Massachusetts	2009
Ph.D.	University of Massachusetts	2014

JUSTIFICATION:

In accordance with the process established by the Agreement, I have reviewed the materials submitted by Dr. Gross as well as her personnel file and all evaluation materials considered by or provided by her chair, the Committee on Tenure and Dean Rebecca Morris. I concur with their conclusions that Dr. Gross has met the criteria established by the Agreement.

I recommend Dr. Gross be granted tenure with automatic promotion.

Approved:



Juline E. Mills, Ph.D.
Provost and Vice President, Academic Affairs

4/14/2023

Date

WESTFIELD STATE UNIVERSITY
BOARD OF TRUSTEES PERSONNEL ACTION
April 14, 2023

TYPE OF ACTION: TENURE /FACULTY
FUNDING SOURCE: STATE FUNDED
NAME: TRACY MCLEOD
RANK/DEPARTMENT: ASSISTANT PROFESSOR/EDUCATION
CURRENT SALARY: \$81,195.20
DATE OF HIRE: SEPTEMBER 1, 2017
TENURE EFFECTIVE: SEPTEMBER 1, 2023

DEGREES:	B.S.	University of Wisconsin	2003
	M.S.	University of Wisconsin	2005
	Ph.D.	University of Miami	2013

JUSTIFICATION:

In accordance with the process established by the Agreement, I have reviewed the materials submitted by Dr. McLeod as well as her personnel file and all evaluation materials considered by or provided by her chair, the Committee on Tenure and Dean Sabine Klein. I concur with their conclusions that Dr. McLeod has met the criteria established by the Agreement.

I recommend Dr. McLeod be granted tenure with automatic promotion.

Approved:



Juline E. Mills, Ph.D.
Provost and Vice President, Academic Affairs

4/14/2023

Date

WESTFIELD STATE UNIVERSITY
BOARD OF TRUSTEES PERSONNEL ACTION
April 14, 2023

TYPE OF ACTION: TENURE / FACULTY

FUNDING SOURCE: STATE FUNDED

NAME: AMBER MONROE

RANK/DEPARTMENT: ASSOCIATE LIBRARIAN/LIBRARY

CURRENT SALARY: \$65,601.70

DATE OF HIRE: SEPTEMBER 1, 2017

TENURE EFFECTIVE: SEPTEMBER 1, 2023

DEGREES: B.A. Eastern Connecticut State University 2007
M.L.S. Southern Connecticut State University 2010

JUSTIFICATION:

In accordance with the process established by the Agreement, I have reviewed the materials submitted by Ms. Monroe as well as her personnel file and all evaluation materials considered by or provided by her chair, the Committee on Tenure and Assistant Provost Enrique Morales-Diaz. I concur with their conclusions that Ms. Monroe has met the criteria established by the Agreement.

I recommend Ms. Monroe be granted tenure with automatic promotion.

Approved:



Juline E. Mills, Ph.D.
Provost and Vice President, Academic Affairs

4/14/2023

Date



Board of Trustees

April 25, 2023

To approve the changes and accept the newly revised Residence Hall Policy (0590), as presented.

Robert A. Martin, Ph.D., Chair

April 25, 2023

Date

Westfield State University

Policy concerning:

APPROVED:
2023)

Section: Administrative

Number: 0590

Page: Page 1 of 21

REVIEWED: August 2017 (April

RESIDENCE HALL POLICY

PURPOSE

To describe the residence hall policies which apply to all Westfield State University resident students and their guests while present in any of the residence halls.

POLICY

A. Introduction

Residential Life promotes personal development and community engagement. Successful on-campus living requires that all residents are aware of the impact that their actions and choices can have, not only on themselves but also on other residence hall community members. An important aspect of this process is understanding and abiding by University policies and state and federal laws.

Residents are responsible for what occurs in their assigned rooms, apartments and suites; and also for the collective well-being of their respective communities. Students who violate policies may face student conduct system action, criminal prosecution, administrative room reassignment, loss of housing, service charges and/or other responses based on the nature and severity of the situation.

B. Alcohol and Other Drugs

See "Alcohol and Other Drug Policy" section of the current Student Handbook.

C. Appliances and Electrical Devices

1. Electrical appliances/devices permitted in resident rooms: blenders, clocks, coffee makers with auto shut-off, computers, fans, ~~gaming systems~~, hair dryers/curlers, humidifiers, irons with auto shut-off, air popcorn poppers, radios, razors, mini fridge, operating on up to 2.5 amps and having a capacity up to 4 cubic feet; stereos, TVs. Appliances should be Energy Star rated where available. Any appliance not being used in its intended manner may constitute a health and safety hazard and is subject to confiscation.
2. Electrical appliances/devices prohibited in resident rooms: air conditioners, candle/wax warmers, "George Foreman grills" or similar devices, halogen lamps, heat lamps, heaters, hotplates, hotpots, sandwich makers, toasters, toaster ovens and other cooking devices. To preserve a safe, healthy environment, Residential Life shall confiscate prohibited appliances. Non-approved appliances will be removed

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Westfield State University

Policy concerning:

APPROVED:
2023)

Section: Administrative

Number: 0590

Page: Page 2 of 21

REVIEWED: August 2017 (April

immediately upon discovery and disposed of. Repeat violations will lead to sanctions up to and including a loss of housing. Apartment Complex, ~~Lansdowne~~, University Hall and New Hall residents may have one "George Foreman grill"/sandwich maker, ~~microwave, air fryer~~ and one toaster or toaster oven per apartment in the kitchen area.

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3. The University provides Microfridge units (combination refrigerator/freezer/microwave oven) in each traditional hall bedroom. Since we do provide these units, we ask that students not bring additional ~~mini~~-refrigerators into the halls unless there is a unique need for a private ~~mini~~-refrigerator. Residents in traditional halls may not have additional microwave ovens beyond the Microfridge units provided by the University. Unapproved microwaves will be confiscated and disposed of. Apartment Complex, Lansdowne Place, University Hall and New Hall residents may have one microwave oven per unit in the kitchen area.
4. Since meal preparation in student bedrooms poses health and safety issues, approved appliances may be used within your room for snack preparation only. Use your hall's kitchen facilities for meal preparation.
5. Extension cords must be UL approved and at least 16 gauge. Never run cords under carpets, through ceiling grids, or over door frames. Never place large/heavy objects on top of cords, crimp cords or overload outlets (more than two items plugged in at once). Use power strips with circuit breakers and do not plug power strips/extension cords into other power strips/extension cords.
6. For safety reasons, students must always be in their rooms when ANY cooking or other potentially hazardous device or appliance is in use.
7. To promote energy conservation, the University strongly encourages the use of ~~CFL~~ and LED light bulbs wherever possible in student supplied lamps and devices.
8. Be careful with laptop computers, as they can cause fires when left unattended sitting on a bed or other flammable items. Whenever possible, set laptops on a hard surface when charging or in use.
9. The University may require removal of any item, ~~at anytime~~ or establish conditions for its continued presence and use, in the interest of preserving a healthful and safe environment.

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D. Damage

1. Residents are members of a large and interdependent community, and each persons' actions have an impact on their neighbors and the University. Residents

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are expected to work with ~~the Residential Life residence hall~~ staff and with other residents to promote respect for our residence halls and for all who live and work in them. The University will make students aware of conduct that is damaging to the community and inform students of damages and extraordinary cleaning charges. If excessive changes occur in a hall, students are notified of what has taken place and given the opportunity to take responsibility before other steps are taken.

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2. Residents of a building are responsible for damage and vandalism which occurs during the year. Damages are classified as:

a. *Personal* - the resident's room and all University furnishings and equipment present in these spaces. Apartment kitchens, living rooms and bathrooms are also considered personal space for billing purposes.

b. *Section* - the hallways, lounges, bathrooms etc. shared by residents in a specified area of a building.

~~c. *Common Area* - public areas such as hallways, floor lounges, bathrooms, stairwells, main lounges, lobbies, game rooms, courtyards, and grounds; and all University furnishings and equipment present in these spaces. Personal and common area charges will apply to all residents. Any hall may adopt section charges by a majority vote of the residents of that hall in September of each academic year. This decision may be revisited within the first three weeks of the spring semester if brought up for review via a petition signed by at least 25% of the residents of that hall.~~

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3. At check-in, each resident completes a detailed Room Condition Report (RCR) in MyHousing. Carefully complete the RCR to avoid billing concerns at check-out. The RCR will be reviewed at check-out by the Residential Life staff. Costs for room damages, missing items, and extraordinary cleaning will be billed to residents. Complete your RCR within 48 hours of check-in to avoid a \$50 improper check-in charge and possible room damage charges.

4. Common area damages which cannot be attributed to specific persons will be apportioned among all hall residents at the ~~end of each semester. time those charges occurred.~~ Common area charges will be billed to residents ~~during the semester and/or~~ at the end of the semester as needed. ~~Residents can significantly reduce these charges by being vigilant and by reporting cleaning and damage-related incidents immediately to a staff member.~~

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5. Section damages which cannot be attributed to specific persons will be apportioned among all section residents at the time those charges occurred. Section charges will be billed to residents during the semester and/or at the end of the semester as

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needed. ~~Residents can significantly reduce these charges by reporting cleaning and damage-related incidents immediately to a staff member.~~

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6. The Residential Life staff conducts room damage assessments ~~upon checkout, at the end of each semester, and as needed at the conclusion of each semester or at the time of a resident's checkout during the semester.~~

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7. Routine vs. extraordinary cleaning – Residence hall maintainers are responsible for daily cleaning of public areas, trash removal from designated areas, and routine minor repairs. They are not expected to clean extraordinary messes or student rooms. Where extraordinary cleaning is needed, the individual or building will be assessed a service charge based on the nature of the occurrence.

8. Repairs may be made immediately or on a cyclical basis, depending on the nature and severity. Damage repair fees are applied to those repairs regardless of when this work is completed.

9. Appeals of personal damage charges may be submitted ~~to Residential Life, Westfield State University, Westfield, MA 01086, housing@westfield.ma.edu, ATT: Damage Appeals.~~ Please state which charge is being appealed and why. ONLY appeals submitted ~~in writing~~ by the resident being charged, and within ~~60~~ 30 days of the billing date will be considered. Common area and section damages may not be appealed, but students may review their hall's itemized common area charges by contacting ~~the Department of Residential Life, their Residence Director during the school year or by going to the 'Residential Life' page of the University website after February 1 (for fall semester charges) and July 1 (for spring semester charges).~~

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10. Students responsible for repeated or significant damages face sanctions up to and including immediate loss of housing or University status in addition to restitution.

11. Students responsible for extraordinary cleaning charges face sanctions up to and including immediate loss of housing in addition to restitution; biohazard issues related to bodily waste ~~WILL~~ may lead to immediate loss of housing and restitution.

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12. Below is a partial list for some common cleaning and damage charges including parts and standard labor charges (all prices are subject to change, and may vary from hall to hall).

BATHROOM:

Sink 250.00

Mirror ~~100.00~~ 125.00

Shower rod 75.00

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Shower curtain ~~17.00~~, 25.00
Shower door 150.00-200.00
Soap dispenser ~~20.00~~, 25.00
Shower Seat 568.75
Sanitary napkin box ~~42.00~~, 45.00
Toilet stall door ~~150.00-200.00~~, 250.00-450.00
Toilet paper holder 40.00
Toilet unplug 100.00
Toilet seat ~~30.00~~, 75.00
Toilet (tank only) 250.00
Toilet replacement (wall hung) ~~150.00~~, 165.00
Toilet replacement (floor mount) ~~350.00~~, 552.00
Disassemble, take bowl off (unplug) 100.00

FURNITURE:

Barstool 210.00
Bench 250.00
Bunk bed (headboard, footboard, frame) 200.00
Chest of drawers 275.00
Coffee table 200.00
Desk chair 175.00
Desk chair seat or back 45.00
Desk 290.00
Desk bookcase 100.00
End table 175.00
Mattress 90.00
Upholstered 3-seater 1000.00
Upholstered 2-seater 900.00
Upholstered 1-seater 600.00
Upholstered repair-minimum 100.00

DOORS/LOCKS/KEYS:

Door ~~450.00~~, 600.00
Door closer ~~175.00~~, 350.00
Door handle-replace (set) ~~150.00~~, 200.00
Door lock-(complete replacement) ~~350.00~~, 450.00
Door refinish 50.00-100.00

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Lock core change:

Single ~~110.00~~ 120.00

Double ~~120.00~~ 130.00

Triple ~~130.00~~ 140.00

Quad ~~140.00~~ 150.00

Apartment/Suite front door lock/key 130.00-160.00

Mailbox key 10.00

FIRE SAFETY:

Exit door alarm ~~200.00~~ 450.00

Exit door sign ~~200.00-250.00~~ 425.86

Fire alarm cover ~~110.00~~ 162.76

Fire extinguisher recharge 60.00

Fire extinguisher replace 125.00

Fire extinguisher box cover 35.00-60.00

Heat/smoke detector ~~90.00-130.00~~ 115.64

Malicious/negligent fire alarm 500.00

WINDOW:

Window crank ~~25.00~~ 27.10

Window glass ~~75.00-500.00~~ 150.00-700.00

Window screen 25.00-100.00

Window shade roller ~~16.00-50.00~~ 75.00-265.00

Window shade chain operated 75.00-250.00

Vertical blind track-minimum 200.00

EXTRAORDINARY CLEANING:

Minimum charge 25.00

After hours-minimum ~~150.00~~ 175.00

Biohazard clean-up-minimum 100.00

Biohazard clean-up—after hours 175.00

Disposal fee-carpet ~~50.00~~ 75.00

Disposal fee-furniture ~~50.00~~ 75.00

Disposal fee-food containers 10.00

Personal trash removal-minimum 25.00

Recycling item in wrong bin 15.00

Graffiti clean-up (sq. ft.) 30.00

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Fire extinguisher discharge clean-up 250.00

OTHER:

Bulletin board 100.00

Bulletin board content (replace) 25.00

Cable jack box 30.00

Carpet replacement (sq. yd) 50.00

Carpet stain removal 25.00

Ceiling tiles 25.00-~~50.00~~, 75.00

Ceramic wall/floor tile (sq. ft.) 50.00

Closet door 125.00-200.00

Dishwasher 500.00

Elevator damage repairs 500.00-1500.00

Hub 30.00

Hub power supply ~~10.00~~, 50.00

Hub long data cable ~~15.00~~, 90.00

Hub short data cable 25.00

Light globe cover 25.00-100.00

Light globe cover-New Hall 90.00-230.00

Mailbox glass 15.00

Mirror-room 30.00

Nail/tack/dart hole-each 15.00

Painting (sq. ft.)-minimum 25.00

Sheet rock (sq. ft.) ~~25.00~~, 50.00

Sign replacement (varies w/type) 100.00-175.00

Sink gooseneck spout 75.00-100.00

Tape mark-minimum 10.00

Tradesperson after hours (minimum) ~~150.00~~, 183.84

Vending damage (minimum) 200.00

Water fountain ~~550.00~~, 1500.00

Camera and related equipment 2000.00

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Note: Bent, damaged or broken keys will be replaced at no cost as long as there is no evidence of abuse.

13. Additional, contractually-mandated charges will be assessed to individuals or residence halls as applicable for service calls on evenings, weekends and holidays.

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Labor Charges/Electrician ~~\$175.00~~, 223.00 per occurrence
Labor Charges/Carpenter ~~\$150.00~~, 188.00 per occurrence
Labor Charges/Heating and Ventilation ~~\$200.00~~, 223.00 per occurrence
Labor Charges/Locksmith ~~\$175.00~~, 237.00 per occurrence
Labor Charges/Plumber ~~\$200.00~~, 212.00 per occurrence
Note: Facilities may change rates to comply with contractual minimums for these services.

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E. Entry into Residence Hall Rooms

1. The University may authorize an administrative room entry or search based on reasonable grounds for believing that the search will yield evidence that the resident is in violation of University/Residential Life policies.
2. Residential Life conducts health and safety inspections of all residential areas including student bedrooms as needed to ensure that students are living in a safe, sanitary manner and in compliance with the Residential License Agreement. Advance notice of these ~~routine~~ inspections will be given.
3. Maintenance and Facilities and Operations personnel or designees may enter student rooms at any time to perform needed work. ~~Staff members are obligated to report any University policy violations noted during the room checks and unapproved items may be removed from rooms-~~
4. University staff may enter a room in emergency or ongoing situations which are believed to present immediate danger to students and/or property.
5. Students should also be aware that search warrants, based upon probable cause that a crime has been/is being committed, are obtained by University ~~personnel~~ Police as needed.
6. Fire alarms ~~will may~~ necessitate a health and safety check of each room to ensure building evacuation. Staff members are obligated to report any University policy violations noted during room checks and unapproved items may be removed from rooms.

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F. Facilities

1. *Bicycles/Motorcycles/Mopeds* - Bicycle storage areas are provided in most halls. Bicycles stored in public areas are safety hazards and will be removed. Motorcycles/mopeds belong in designated parking areas only. ~~It is expected that~~

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bicycles will be removed at the close of each semester. Any property left will be donated and removed.

2. *Cleanliness* - Residents are responsible for cleaning and keeping their rooms, suites and apartments in a safe and sanitary manner and share responsibility for maintaining common areas such as kitchens, hallways, bathrooms, and lounges. Rooms, suites and apartments should not be decorated or arranged in ways that cause safety issues or extraordinary cleaning (such as chalking or painting walls, affixing permanent additions in rooms, or other similar actions). Trash and recycling materials should be deposited regularly in the designated containers. Extraordinary cleaning charges are assessed to individuals or the hall as needed. During normal maintenance hours these charges vary, depending on the situation. After normal hours, the minimum charge is \$150 per incident.
3. *Cable Television* - Unauthorized connection to or modification of cable lines is illegal and can result in civil, criminal, and/or student conduct action.
4. *Fire Alarms*
 - a. All residence hall occupants must evacuate the building immediately when a fire alarm sounds and remain at least 25 feet from the hall. Exit using the CLOSEST fire door, and learn alternate plans of escape if an exit is blocked, and await instructions from staff regarding an assembly point as needed.
 - b. Any student who fails to evacuate a residence hall during a fire alarm shall be subject to sanctions up to and including loss of housing ~~for repeat violations.~~
 - c. Any student found responsible for deliberately causing a false fire alarm or tampering with fire safety equipment is subject to immediate expulsion from the University. This includes covering, affixing items to, or disabling any fire equipment; and damaging fire exit signs or otherwise compromising building evacuation.
 - d. A \$500 charge is assessed to any building where an alarm is activated falsely, negligently or maliciously. A ~~\$2000~~ reward is offered for information leading to the successful apprehension and prosecution of any person (s) responsible for causing a malicious fire or fire alarm.
 - e. Students who cause an actual fire or trigger an alarm, either intentionally or through negligence, face sanctions up to and including expulsion from the

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University and a \$500 service charge plus actual restitution for damages and clean-up.

5. Fire Safety

- a. Lighting, heating, decorative, or cooking devices with an open flame or burner are prohibited. This includes all candles (even those without wicks), incense, incense burners, candle/wax warmers, and potpourri pots. Grills used for outdoor cooking must be used at least 25 feet away from all buildings. Candles, incense, incense burners, and non-approved appliances will be disposed of immediately upon discovery. Repeat violations will lead to sanctions up to and including loss of housing.
- b. Residence hall storage of gasoline, kerosene, lighter fluid, liquid propane or any flammable liquid, or machines using flammable liquids, is prohibited. Explosives, fireworks, and/or other hazardous materials may not be stored or used in or around the residence halls.
- c. In all residence halls the bedrooms, living areas, doorways, stairwells, windows and hallways must remain unobstructed. Nothing may be hung in any residence hall windows, doorways, or from the ceiling. At no time should sheets, blankets, or tapestries be hung on residence hall walls or ceilings or obstruct fire alarms. Wall decorations must not cover more than 30% of the wall space and should not be larger than '3X5'. Door decorations must not be affixed within one foot of the top or bottom, or within six inches of the side edges, of any door. Door decorations must not cover any room number, door lock, or handle.
- d. ~~Most r~~Residence hall fireplaces are decorative only and are prohibited to not intended for use.
- e. ~~Holiday d~~Decorations: Live trees and wreaths are not allowed. Lighted decorations may only be on when a person is in the room. Decorations must be fireproof and cannot cover hallways, exits or doors, appliances, or electrical fixtures and they must be removed in a timely manner. Any costs associated with damage from string lights and LED light strips will be assessed to the student during the damage billing process.
- f. The University reserves the right to remove hazardous materials or devices, or items that are being used in an unsafe manner. Confiscated items are typically disposed of.
- g. Apartment Complex fire escape doors and stairwells are for emergency purposes only. Violations will lead to sanctions up to and including loss of housing.

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- h. Students must not damage, tamper with, cover or deactivate any fire safety equipment, whether in rooms (heat/smoke detectors, etc.) or common areas (pull stations, exit signs, etc.). Violations will lead to sanctions up to and including expulsion from the University and fines up to \$500.00.
 - i. The University may require removal of any item, or establish conditions for its continued presence and use, in the interest of preserving a healthful and safe environment.
6. *Common Areas* – Residence hall common areas include main lobbies, game rooms, student lounges, floor lounges, laundry rooms and other spaces. To preserve a comfortable living environment for all residents, please respect these shared areas. In particular, common area furniture and equipment provided for community use are NOT to be removed for personal use within a room. Students found with such items in their rooms face student conduct action, possible criminal charges for theft of state property, and will be charged a \$100 service charge per item.
7. *Repairs* – Many repairs can be completed by your hall's maintenance staff. If you need a room repair, ~~please complete a Work Order. If you have an urgent room issue~~ or see a damaged item in a public area, please submit a maintenance request through MyHousing. inform your RD or Maintainer. For major health/safety issues, please inform an RA, RD, Maintainer or Public Safety, University Police immediately. Please remember that most facilities and maintainer staff members typically work 'first shift' hours (6am-2pm), so non-emergency requests made later in the day are unlikely to receive attention until the following day at the earliest.
8. *Roofs* – Residence hall roofs, balconies, and exterior landings are not designed for resident use; ~~students found in these areas face a loss of housing~~ Violations will lead to sanctions up to and including a loss of housing.
9. *Room Furniture*
- a. Do not put beds on radiators, cinderblocks, or other furniture. Do not place mattresses on the floor. Waterbeds are not allowed.
 - b. Desk bookshelves must remain affixed to the desktops.
 - e. ~~Room furniture can only be removed with the RD's prior approval and will be stored in a designated area as space permits.~~
 - c. Do not remove closet doors or stack room furniture unless that furniture is designated to be stackable (New Hall end tables, University Hall dressers).

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~~d.~~ Students are not allowed to bring large, upholstered furniture made for home use (including futons and beanbag chairs) into the residence halls, as they do not meet strict state-mandated standards for residence hall fire retardance.

~~e.e.~~ Students are permitted to bring a personal desk chair. However, the University desk chair must remain in the room.

G. Guest and Visitor Policies

1. Definition - a guest is defined as any ~~non-student who is visiting the University. A visitor is defined as any student individual~~ who is not currently assigned as a resident of that particular residence hall ~~and/or~~ room.
2. Residents are responsible for the behavior of their guests. Hosts must ensure that guests abide by all University and residence hall policies. Guests ~~who are not of~~ Westfield State University students will be banned from campus and face possible civil/criminal action for policy violations. ~~Guests Visitors~~ who are Westfield State University students face loss of guest visitation privileges and possible additional student conduct action as well as possible civil/criminal action for University policy violations.
3. The rights of Westfield State University residents shall take precedence over the rights of guests ~~visitors~~. Specifically, residents have the right to restrict guest ~~visitor~~ presence in their own rooms, particularly in the case of overnight guests ~~visitors~~.
4. A guest's ~~visitor's~~ stay may not exceed three (3) overnights in any week (Monday-Sunday). An extended pattern of visitation which, in the judgment of ~~the~~ Residential Life staff, indicates illegal residence in a building or disrespect for a roommate's rights may lead to immediate removal and/or loss of sign-in privileges for the guest ~~visitor~~; and disciplinary actions, reassignment to another room, and/or loss of guest ~~visitor~~ hosting privileges for the resident.
5. Guest Sign-In
 - a. Any guest ~~who is not a current Westfield State University~~ student must be signed in and escorted at all times by the host. Failure to follow correct sign-in policy will result in guest removal from campus and guest restrictions for the host.
 - b. Current Westfield State University students must provide a valid University ID upon request of Residential Life staff member or other University official as

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requested, ~~and upon entering a residence hall whenever the desk is staffed,~~
Repeated failures to present ID as requested will lead to more stringent sanctions up to and including loss of housing.

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- c. Except for specially approved programs or circumstances, no guest under the age of 16 years of age will be permitted to be signed into a residence hall without the presence of their parent or guardian.
- d. Any guest who is under 16 or 17 years old must provide a valid ID and a document indicating date of birth (these may be the same document) and an emergency phone number as well as a completed authorization form for the visit from a parent or guardian – this form is available on the Residential Life webpage. University staff members may call to confirm authorization for a visit. Underage guests who violate University policies will be required to leave and face parental notification.
- e. Any guest 18 years of age and older must provide a valid picture identification upon request of a University staff member and a document indicating date of birth (these may be the same document). Failure to provide valid identification will result in immediate guest removal.
- f. A resident may ~~sign in, host up to two guests/visitors~~ at any one time.
- g. At any time, each traditional room or apartment is limited to a maximum of three (3) times the number of residents present.

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6. Commuters are welcome to visit the residence halls under ~~these previously stated~~ guidelines.

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~~7.~~ Guest/visitor policies may be changed at specially designated times such as Spring Weekend and others as identified by the ~~Dean of Students, Vice President, Student Affairs.~~

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H. Keys and Residence Hall Access

- 1. Residence hall access keys and cards belong to the University and are assigned to residents for their personal use only. ~~You Students~~ are responsible for carrying ~~your~~ assigned keys and ID card at all times. Keys and ID cards are not to be loaned to anyone for any reason.
- 2. Lost keys - Report to your RD immediately so a lock change can be done. Students will be charged for a lock change for any keys that are lost or not returned.

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3. Lockouts - Call ~~Public Safety, University Police~~ (x5262). The lockout service charge is \$15.
4. Unauthorized possession or use of a University key or ID not officially issued to ~~you the student~~, duplication of any University key or ID, or loaning of a University key or ID issued to ~~you the student~~ or any other person is a major offense and ~~will may~~ result in suspension from housing or the University.

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I. Occupancy Issues

1. Eligibility - Full-time (at least 12 credits) Westfield State University undergraduate Day students have first priority for on-campus housing. Bills must be paid in full. ~~Housing is available for part-time students as space is available. Graduate student housing is available.-~~

- ~~2. Commuter students who go on exchange shall be commuter students when they return. Commuters may request on-campus housing at any time and are accommodated as space permits.~~

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- ~~2. The Residential License Agreement (RLA) found in MyHousing applies to both the fall and spring semesters; it sets forth the terms and conditions for living in the residence halls. It explains room assignment, billing, withdrawal and refund procedures, lists policies and outlines meal plan information. A signed Agreement is required of all residents; an electronic confirmation of your completion of these forms and a copy of the documents will be emailed to your University email address. returned for your reference. Room Reservation, Housing Deposits are non-refundable. Students who seek to leave housing before the end of the academic year are subject to a \$750.00 Cancellation Fee following an approved petition for release.~~

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~~2.3.~~

~~3.4.~~ Check-In/Check-Out Procedures

- a. Upon arrival, ~~students are required to check into their assigned room according to the published check-in procedures. check in to your assigned room with a Residential Life staff member.~~ This requires you to ~~review complete~~ and electronically sign a Room Condition Report (RCR) ~~in your MyHousing account and return it to the RA/RD. You will also receive your living area and mailbox keys.~~ When you leave housing or change rooms/buildings, check out with a Residential Life Staff member ~~an RA or RD,~~ electronically sign your RCR and return the key(s). Failure to return your RCR within ~~one week 48 hours~~ of check-in will result ~~in a \$50 improper check-in charge and will result~~ in the assumption that the room was in ~~completely~~ satisfactory condition upon arrival.

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- b. Failure to properly check in or out of a room will lead to a \$50 fee plus applicable lock change ~~fees, /key changes.~~
- c. To avoid charges, ~~room must be in the same condition as move-in. empty all drawers and closets, remove carpets, furniture, and personal belongings, and clean your room before leaving.~~ Room cleaning fees will be assessed. ~~start at \$25.~~ A per item removal charge will be assessed for large items such as carpets and furniture.
- d. ~~For students leaving housing during the University refund period~~ No refund can be considered or processed until a resident has officially checked out of his/her assigned space. Any check-out done after regular business hours (Monday-Friday, 9:00a.m.-5:00 p.m.) will be processed as being effective on the next regular business day.
- e. Students no longer in housing who do not retrieve personal belongings within ~~72 hours one week~~ of departure will be charged for ~~disposal and/or donation of items. packing, storage and/or shipping of items. The University may also, at its option, dispose of or donate to charity any unclaimed items.~~

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4.5. Room Changes

- a. ~~Successful roommate relationships are an important learning component of the residential student experience and a responsibility shared by the roommates.~~
- a-b. See also: Residential License Agreement Terms and Conditions.
- b-c. Room changes requested in response to roommate conflicts are generally considered only after other options and educational processes have been explored.
- e-d. Students requesting to be re-assigned may be asked to take an active role in determining which available space is likely to be most successful for them.
- d-e. While individual needs weigh heavily in all decisions regarding room requests, the needs of the campus residential community-at-large and the integrity of the room allocation process are also key considerations.
- e-f. All room changes must be approved AND scheduled in advance with ~~the Department of designated Residential Life. professional staff members.~~
- f-g. When a student moves out of a room, it is the responsibility of the remaining resident (s) to rearrange furniture and storage space to accommodate a newly assigned roommate in anticipation of ~~their his/her,~~ arrival.

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g-h. All housing ~~sign-up, selection~~ and room change processes and timeliness occur at the discretion of Residential Life and are subject to change.

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h-i. Students must not reside in on-campus spaces other than the ones to which they are assigned, and for which they are issued keys. ~~Unapproved room changes completed by students without prior approval from the Department of Residential Life will result in an illegal room change fee of \$50.00.~~

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i-j. All room assignments are subject to change by Residential Life at any time. ~~The University reserves the right to reassign a resident to another residence hall space at any time for reasons deemed sufficient by the University, and the RLA will remain in effect and will apply to the student's occupancy of the other space.~~

j-k. In case of serious roommate conflicts in which residents are unable to resolve the situation, ~~the Department of~~ Residential Life will intervene and may, at its discretion, move any or all students involved in the interest of resolving the immediate conflict and preserving an appropriate living/learning environment.

5-6. ~~Vacation periods and semester breaks - All residence halls are closed during official University recess periods, breaks and may not only be entered by students registered for interim housing. at these times without prior Residential Life approval, Residents are to vacate the residence halls within 24 hours of their last final exam or by closing on the last day of finals, whichever comes first unless registered for interim housing during University breaks. Housing may be available during periods when the halls are closed.~~ Associated fees, contract terms, and restrictions will be at the discretion of ~~the Department of~~ Residential Life.

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6-7. ~~All residents except those in the Apartment Complex, Lansdowne Place and New Hall must purchase a University meal plan. Exemptions from the meal plan will be considered for students providing legitimate medical documentation. Meal plan exemption forms may be obtained at Residential Life. Only completed forms received at Residential Life before the semester begins or within the first two weeks of classes will be considered. Be advised that the food service staff can make special accommodations for a variety of dietary needs.~~

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6. Under-Capacity Rooms, Suites, and Apartments – The University, at its option, may choose to do any of the following regarding residents living in undercapacity rooms: 1) place a student in the empty space; 2) have students in partially full rooms move in together; 3) allow students living in undercapacity rooms to pay a ~~“deluxe fee”~~ premium single fee to retain the room at its current, reduced capacity for the

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remainder of the semester. ~~Students living in suites or apartments are responsible for maintaining those accommodations at full occupancy and may be required, at the University's discretion, to consolidate within their existing apartment, move out of their apartment/suite to other on-campus accommodations or to pay an additional, prorated "deluxe fee" based on the number of vacancies. This provision is in place based on the popularity of apartments/suites and on the difficulty faced by the University in making student assignments into these type of housing.~~

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7. Depending on the availability of housing and current waiting list procedures, there is no guarantee that a student who is suspended from housing will be able to return to campus to live after ~~their his/her~~ suspension is complete.

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~~8. On-campus living is a privilege, not an entitlement. Residents who demonstrate an inability to coexist with other residents in a residence hall room, section or community are subject to having their on-campus living privileges revoked for future academic years; and also face administrative reassignment and/or student conduct charges during the current academic year. Examples of such behavior include, but are not limited to: significant incidents of vandalism, threats toward or harassment of students or University employees in the residential setting, and other serious policy violations; or a persistent pattern of violating University and residence hall policies.~~

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~~9. While Residence hall suites, and apartments and rooms may be co-ed provided all of the students living in those areas in agreement. all bedrooms must be single-gender.~~

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J. Personal Belongings

You are responsible for your belongings. Except as required by law, the University does not assume responsibility for loss of, or damage to, personal articles damaged by fire, theft, or other causes. Residents are encouraged to acquire personal property insurance coverage. For more information please visit the Department of Residential Life website or <https://www.nssi.com>.

K. Pets

All animals are prohibited in the residence halls with the exception of:

a. Service and support animals approved as an accommodation by the Banacos Center. A resident with a disability who would like to request the use of a service or support animal due to that disability must make this request through the Banacos Center by August 15th for the next academic year (or by January 15th for the Spring semester occupancy).

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b. ~~Fish, defined as gill-bearing aquatic craniate animal that lacks limbs with digits. A maximum of one aquarium no longer than five (5) gallons is permitted in a residence hall room. When departing for the semester breaks or any period greater than 72 hours, residents are required to take all fish with them and the aquarium must be unplugged.~~

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~~No pets of any kind are allowed in the residence halls (except for approved service or assistance animals). Repeat violations will lead to sanctions up to and including loss of housing. Depending on the situation, residents will be held responsible for removing the pet; and for any costs associated with the care or removal of a pet.~~

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L. Posting Policy

1. All posters, notices, petitions, and other publicity must be approved at the Office of Residential Life prior to residence hall posting. Approved items will then be posted in the halls by the ~~student group Residential Life staff~~ in appropriate areas. Posters may not be placed on windows, painted surfaces, or stairwells. Students/groups/organizations must be clearly identified on any postings. Items posted improperly will be discarded.

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2. Individuals and groups wishing to advertise events or services that may be of interest to on-campus residents should contact the ~~Department Office~~ of Residential Life for permission. The ~~Executive Director of Residential Life Services and Campus Life (or designee)~~ reserves the right to refuse permission to advertise for those events or services that promote the use of alcohol or are insensitive to members of the campus community. Approved items will be then posted in the halls by the Residential Life staff in appropriate areas.

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M. Quiet Hours/Courtesy Hours

1. Quiet hours ~~on weekend nights~~ are set by the City of Westfield Noise Ordinance. ~~All other times are "Consideration hours" are~~ when students should respect the needs of others ~~and take place outside of the designated quiet hours~~. The rights of students to study and rest take precedence over all other considerations. Campus-wide quiet hours are:

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~~Sunday – Thursday 9:00p.m. – 9:00a.m.~~

~~Friday – Saturday 11:00p.m. – 9:00a.m.~~

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Sunday – Saturday 10:00pm – 7:00am

2. If you have a concern about noise, first attempt to resolve the matter yourself with the student involved. If you still need assistance, contact a Residential Life or University Police. residence hall staff member or Public Safety.

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3. The following are always violations of quiet/consideration hours:

a. Use of sound equipment (~~stereos,~~ amplifiers, subwoofers, ~~musical instruments,~~ air horns, etc.) which can reasonably be expected to inhibit residents' study or sleep;

b. Participation in sports activities in or near the residence halls;

~~c. Shouting or playing stereos out of the windows;~~

~~d. Disruptive gatherings in rooms, hallways, or lounges.~~

4. Immediately preceding and during final exams, quiet hours are in effect 24 hours a day. Quiet hours violations during this crucial period can result in removal from University housing for the remainder of the semester.

~~5. Repeated quiet hours violations indicate that a resident is unwilling or unable to respect the needs of others. Such situations negatively affect the educational environment and shall result in a written warning, probation, administrative room reassignment, or loss of housing for repeat violations. In addition, students may be required to remove equipment when its use has been disruptive to the environment.~~

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N. Safety and Security

1. To maintain a safe environment, common doors that provide access to residential areas are locked at all times. These doors can be opened with your University ID card. Other entrance doors are typically locked and alarmed at all times unless otherwise specified in your hall. Exterior doors should never be propped open; violators will be subject to sanctions. Public Safety, Residential Life and other staff members provide coverage for each hall as assigned. For the protection of the community, students are expected to present their valid University ID ~~with the current semester's sticker,~~ upon entering a residence hall whenever the desk is staffed or as requested.

~~2. Sports – Due to potential danger to people and property, athletic activities are prohibited inside or within 25 feet of a residence hall (includes courtyards and parking lots).~~

2. Weapons – Possession, storage, or use of any weapon or other similar potentially dangerous or illegal device is prohibited on the University campus. Having a weapon or similar potentially dangerous devices in the residence halls, regardless of whether

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or not the weapon is considered by the owner to be a decorative toy, sporting, or collectible item, is a major offense.

3. Windows/screens - For safety reasons, dropping, dumping, throwing objects or liquids from windows, leaning out of windows, entering or exiting a hall through a window, and placing yourself or property outside a window, on a window sill or building ledge are prohibited. Screens must remain in place at all times or a \$50 screen replacement service charge will be assessed.

- ~~4. Students who create a significant health and safety hazard in or near a residence hall, either intentionally or through negligence, demonstrate a lack of appropriate concern for the well being of other residents and face sanctions up to and including loss of housing.~~

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- ~~4-5. Cameras – Westfield State University employs a security camera system in residence hall public areas. The surveillance of public areas is intended to deter crim and assist in protecting the safety and property of the University and its community members. “Public areas” are areas made available for use by the public including, but not limited to, campus grounds, parking areas, building exteriors, lobbies, hallways, entrances, and exits. Areas of the University in which persons would not have a reasonable expectation of privacy, and to which access is restricted to certain people, such as storage areas and residence hall hallways, shall be considered public areas for the purpose of this Policy. The University shall undertake all appropriate measures to protect an individual’s right to privacy and to maintain security camera information securely through its creation, storage, transmission, use, and deletion. “Private areas” are areas in which a person has a reasonable expectation of privacy, including, but not limited to, residence hall rooms, bathrooms, shower areas, locker rooms and changing rooms. Areas dedicated to medical, physical or mental health therapy or treatment shall also be considered private areas for the purpose of this Policy.~~

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O. Smoke Free/Tobacco Free Campus

Smoking and/or the use of tobacco products will not be permitted on any University property or University leased property including buildings, grounds, walkways, parking lots, wooded areas and all other property owned or operated by the University. The only exception to this prohibition is that the smoking of cigarettes only may be allowed in designated areas approved by the University President and marked by appropriate signage (See Smoke Free/Tobacco Free and Marijuana Free Campus Policy).

P. Solicitation

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Commercial activities, solicitations or advertisements are prohibited in or near University residence halls.

Q. Meal Plans

All residential students are required to have a meal plan. Eligibility is by class year: first, second, third, fourth and commuters. All meal plans are to be purchased through MyWestfield under MyHousing/Dining. Changes to meal plans must be done before the start of the semester.

REVIEW

Policy changes: Changes or updates in Residential Life policies and procedures shall be implemented after written communication from the ~~Executive Director of Residential Life, Residential Services and Campus Life~~ or the ~~Dean of Students, Vice President, Student Affairs~~. The Residence Hall Association ~~Hall Councils~~ may also choose to strengthen a policy by majority vote of the ~~Association Council~~ and approval by the ~~Executive Director of Residential Life, Residential Services and Campus Life~~ but may not weaken or change its intent. All policies shall be reviewed annually by the ~~Dean of Students, Vice President, Student Affairs~~ and any changes must be approved by the University President.

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Board of Trustees

April 25, 2023

To approve the changes and accept the newly revised Free Speech-Demonstration and Picketing Policy (3020), as presented.

Robert A. Martin, Ph.D., Chair

April 25, 2023
Date

Westfield State University

Policy concerning:

APPROVED: June 8, 2006
202348

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Number 3020
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FREE SPEECH / DEMONSTRATION / PICKETING POLICY

PURPOSE

As an educational institution, Westfield State supports the constitutional right of free speech. Exposure to a wide array of ideas, viewpoints, opinions, and creative expression is an integral part of a university education, preparing students for life in a diverse global society. The rights of freedom of speech, expression, petition, religion, and public assembly are basic and essential to an individual's intellectual and social development.

Westfield State University supports the right of individuals to exercise free speech, including but not limited to political, symbolic, or artistic speech, provided only that such expression does not materially disrupt normal university activities, create a clear and present danger of the commission of unlawful acts, or infringe upon the rights of others.

Westfield State University recognizes the right of individuals to exercise all forms of constitutionally protected expression and free speech without prior restraint or censorship. The university acknowledges that public discourse may include the discussion of controversial ideas, and the university will not limit public discourse based solely on its communicative content.

The University also recognizes the fact that any individual or group may demonstrate. Demonstrations must be carried out in such a way as not to inflict bodily injury; obstruct physical movement to, from, or within any place on the campus; nor to be disruptive of any activity on campus. Such forms of demonstration may be (but are not limited to) distribution of literature, silent or symbolic protest, vocal dissent, and/or picketing. In the event any type of demonstration interferes with University business and/or another University event, the University will take appropriate action. All activities must be conducted in accordance with the policy set below.

POLICY

1. Faculty, staff and/or students must notify the ~~Vice President, Student Affairs~~
Dean of Students 48 hours in advance of any demonstration and or picketing activity.
2. All students, faculty, and staff ~~and students~~, have a right to demonstrate on University property provided, however, that no such demonstration shall be permissible which for any reason of time, place, or type of behavior materially disrupts class work or other University business, or involves substantial disorder or invasion of the rights of others.
3. Campus buildings are for University business. Any form of demonstration that interferes with University business in office or classroom spaces is a violation of this policy. Picketing is not permitted inside University buildings and within 15-20ft from the entrances of University buildings.
4. Demonstrators are prohibited from blocking free entry to or free exit from buildings, interfering

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with free movement, or presenting obstacles to regular University activities. "Interfering with free movement" is defined as any physical denial or restriction of a person's ability to freely reach or leave a given geographical area, or harassment, which leaves a person feeling intimidated and prevents them from normal movement. Obstacles are defined as physical devices, bodies, or signs which cause interference with free movement or sounds which prevent normal communication.

5. There shall be no interference with demonstrations on the grounds of content of speech, except for any speech or demonstration which incites immediate, violent action (i.e. fighting words, ~~micro-aggressions~~) and represents a clear and present danger to the campus community, which shall be a violation of this policy.
6. The safety and well-being of the campus must be protected at all times. No person shall engage in physically assaultive conduct towards any other person or damage or destroy any article of personal property belonging to another person.
7. No person shall intentionally and substantially interfere with the freedom of expression of another person on University property or at University-sponsored activities.
8. All persons shall comply with the directions of university officials lawfully acting in the performance of their duties. University officials shall not invoke this provision to stifle expression because of its content. Failure to cease any activity in violation of this policy or other University policies immediately following either written or oral notice by a ~~College University~~ official shall also be a violation of this policy.
9. Any violation of this policy will subject the violators to applicable actions as defined in the Student Handbook, collective bargaining agreements, and/or Massachusetts General Laws.
10. University organizations may sponsor a speaker or event, at the expense of the organization, under the university's usual event registration procedures. Such sponsorship does not necessarily imply approval of the views presented.
11. All persons at a talk or demonstration must respect the right to dissent. Dissenters may not disrupt the rights of the speakers to speak and/or the audience to listen. Preventing speech from occurring by disruptive protest is prohibited.
12. Persons or organizations responsible for a demonstration or other expressive event must remove all resulting structures, signs, and litter from the area at the end of the event. If this is not done, the persons or organizations responsible for the event will be held financially responsible for clean-up services.

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REVIEW

This policy will be reviewed every three years, and revised as needed, by the Director of Public Safety and the ~~Vice President for Student Affairs Dean of Students~~.

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REVIEWED: April



Board of Trustees

April 25, 2023

To approve the changes and accept the newly revised Alcohol and Other Drug Policy (4010), as presented.

Robert A. Martin, Ph.D., Chair

April 25, 2023

Date

ALCOHOL AND OTHER DRUG POLICY

INTRODUCTION

The Westfield State University policy and regulations pertaining to the possession and consumption of alcoholic beverages and the possession, use, distribution, and sale of illicit drugs are designed (1) to conform to the state and federal laws and/or (2) enhance the health, safety, property, and educational interests of all members of the university community. The purpose of the Alcohol and Other Drug Policy is to promote a campus environment that is compatible with and supportive of academic success and personal growth. A campus atmosphere dominated by overt use and abuse of alcohol and other drugs is contrary to this goal. Accordingly, any violation of the student conduct code and/or a violation of the federal, state, or local laws shall subject the offender to the university disciplinary process and/or to criminal prosecution. In accordance with the Higher Education Amendments of 1998 (Public Law 105-244) the University regulations and laws pertaining to alcoholic beverages and the possession, use, distribution, and sale of illicit drugs shall be strictly and consistently enforced.

Violations of this policy may result in criminal sanctions. Criminal convictions, even if sanctions are minimal, can adversely affect internship and job opportunities, admission to graduate or professional schools, and eligibility for training and financial aid opportunities. The Higher Education Act of 1998 states that students convicted under state or federal law for drug sale or possession will have their federal financial aid eligibility suspended. This includes all federal grants, loans, and work-study programs. Students convicted of drug possession will lose their eligibility for one year; two years for a second offense; and indefinitely for a third offense. Students convicted of selling drugs will be ineligible for two years; and indefinitely for a second offense. Eligibility can be regained through successful completion of an approved drug rehabilitation program. The filing of criminal charges does not prevent the University from imposing its own sanctions in addition to criminal penalties. These sanctions are described within the policy.

POLICY – ALCOHOL

Westfield State University

Policy concerning:

Section Student Affairs

number 4010

page 2 of 14

APPROVED: January 1998

REVIEWED: ~~April 2017~~ April 2023

A. GENERAL ~~PROSCRIPTIONS~~ PROHIBITION

1. No person under the age of twenty-one (21) may possess, use, be under the influence of alcohol, or be in the presence of alcohol or alcohol containers.
2. The delivery, gratuitously or for sale, of alcoholic beverages to a person under the age of twenty-one (21) is prohibited and shall constitute a major infraction of university regulations.
3. Drunken disorderliness is prohibited.
4. Operating a vehicle under the influence of alcohol (to any extent) is prohibited.
5. Intoxication, defined as being under the influence of alcohol to any extent, which involves University staff, causes a disturbance, or is a danger to persons or property, is prohibited.
6. The possession or use of kegs, ~~punch bowls, beer balls,~~ the functional equivalent, or any alcoholic containers, which indicate the probability of common source drinking or bar service, are prohibited and shall constitute a major infraction of University regulations.
7. Drinking funnels or any similar drinking devices are prohibited.
8. Each resident student of legal drinking age, living in a university apartment ~~or suite~~ where alcohol is permitted, may only bring a restricted amount of alcohol into the apartment ~~or suite~~ in which ~~he/she~~ they lives. The alcohol may not be brought anywhere but to the apartment where the student lives. This restricted amount is no more than one case (30 pack or less) of beer or its alcoholic equivalent per week. No other students or non-students may bring alcohol anywhere onto the campus at anytime.

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number 4010

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9. At any one time, each five or six-person university apartment **or suite** where alcohol is permitted may contain no more than four cases (30 pack or less) of beer or its alcohol equivalent; each four-person apartment where alcohol is permitted may contain no more than two and two thirds cases (30 packs or less) of beer or its alcoholic equivalent; and each two or three-person apartment where alcohol is permitted may contain no more than two cases (30 packs or less) of beer or its alcoholic equivalent.
10. Alcoholic beverages and/or alcoholic beverage containers are prohibited from all residence hall rooms and areas where alcohol is prohibited.
11. Any gathering is prohibited (however large or small) where: a) alcohol or alcohol containers are present; and b) any violation of the student conduct code occurs, including but not limited to where guest(s) under the age of twenty-one (21) are present.
12. Open containers of alcoholic beverages (seal broken) are prohibited from all public areas of the University.
13. The manufacturing of any alcoholic beverage is prohibited.
14. Alcoholic beverages shall not be for sale by anyone not licensed by the appropriate authority.
15. The promotion of and/or solicitation for any event or activity (wherever held) at which alcohol is to be served or made available for consumption and that is not sponsored by the University is strictly prohibited and will be considered a major violation on this policy. Prohibited conduct includes, but is not limited to, the advertisement or other promotion of events at area alcohol establishments when such advertisement or promotion takes place on the University's campus or by means of the University's network (including use of its network for e-mail or any web-based communication) selling or distributing tickets (whether on or off the University's campus) for any such event, and participation in arranging group transportation for any such event.

B. ALCOHOL ENFORCEMENT/SANCTIONS

1. All violators of these regulations will be brought before the student conduct system for disposition of their cases and shall be subject to the following sanctions:

First Offense: Ten (10) hours of participation in community events or a work project and completion of University substance education classes. A \$100 service fee for these classes will be assessed and made payable within thirty (30) days of a university student conduct procedure decision. Additional sanctions may be given for large amounts of alcohol or disorderly conduct. Individual exceptions regarding the modification of attendance at substance education classes will be based solely on academic reasons.

Second Offense: Suspension from University housing for one (1) academic semester or more with readmission to occur after verification of completion of a counseling evaluation and any recommended follow-up treatment. Depending on the availability of housing and current waiting list procedures, there is no guarantee that a student who is suspended from housing will be able to return to campus to live after their suspension is complete.

Third Offense: Suspension from the University for one (1) academic semester or more with readmission to occur after verification of completion of a counseling evaluation and any recommended follow-up treatment.

Major Offenses: The following violations are considered major offenses and shall meet minimally with an immediate suspension from housing for one (1) full academic semester or more.

- a. The possession or use of alcoholic beverage

containers ~~such as~~ kegs, ~~beer balls~~, or the functional equivalent (whether full, partially full, or empty) as well

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as punch bowls or any container(s) that indicate the probability of common source drinking or bar service (whether full, partially full, or empty).

- b. The delivery, gratuitously or for sale, of alcoholic beverages to a person under the age of twenty-one (21).
 - c. The promotion or solicitation of any alcohol related activity that is not sponsored by the University.
2. Additional information regarding the operation and effect of sanctions includes the following:
- a. Failure of a student to follow through with a sanction will result in the automatic elevation of the sanction to the next level after the failure is proven through due process procedures published in the student conduct code.
 - b. Subsequent violations of the alcohol and/or marijuana portions of this policy in any combination whether both alcohol, both marijuana, or any combination of the two within a period of twelve months will result in progression to the next level of sanction. Unless indicated by other provisions in this policy, once a twelve month period has expired, the next violation shall meet with first level sanctions with an additional sanction of five (5) consecutive weekends of suspension from the University campus.
 - c. More than four (4) alcohol and/or marijuana violations or any combination thereof over the course of a student's University career will result in a Limited Expulsion from the University.

C. GROUP FUNCTIONS

Permission for the use of alcoholic beverages for student group functions on University property or at University related events shall

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be obtained from the Vice President, Enrollment Management and Student Affairs (~~his/her~~ their designee) acting on the recommendation of the University Special Events Alcoholic Beverage Review Board. These procedures can be found in the Office of the Vice President, Enrollment Management and Student Affairs.

POLICY – OTHER DRUGS

A. DRUG PARAPHERNALIA

1. The use or possession of drug paraphernalia on the Westfield State University campus is strictly prohibited. Any student found in possession of drug paraphernalia and found responsible for such possession shall be placed on University probation for one (1) academic year and shall complete ten (10) hours of participation in community events or a work project and University substance education classes and pay the service fee of \$100 for these classes within thirty (30) days of a University student conduct procedure decision.
2. A student found responsible for a second offense during their University career shall be subject to University housing suspension for one (1) full academic semester or more and completion of a counseling evaluation and any recommended follow-up treatment. A student found responsible for a third offense during their University career shall be subject to University suspension for one (1) full academic semester or more. Prior to returning to University housing and/or university, the student must provide verification of completion of a counseling evaluation and any recommended follow-up treatment. NOTE: Drug paraphernalia which contains matter that tests positive for an illicit substance may constitute possession (see section B below).

B. MARIJUANA USE OR POSSESSION

1. As marijuana is not allowed to be possessed or used under Federal law, the use and/or possession of marijuana, including marijuana prescribed for medical purposes, on any University

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property, owned or leased, is prohibited. Any student found responsible for use or possession of marijuana shall be subject to the following sanctions:

First Offense:

Ten (10) hours of participation in community events or a work project and completion of University substance education classes. A \$100 service fee will be assessed and made payable within thirty (30) days of a college student conduct procedure decision. Additional sanctions may be given for large amounts of marijuana. Individual exceptions regarding the modification of attendance at substance education classes will be based solely on academic reasons. Completion of a counseling evaluation within sixty (60) days of a student conduct procedure decision is also required.

Second Offense:

Any student found responsible for a second offense shall be suspended from housing for one (1) academic semester or more with readmission to occur after verification of completion of a counseling evaluation and any recommended follow-up treatment. Depending on the availability of housing and current waiting list procedures, there is no guarantee that a student who is suspended from housing will be able to return to campus to live after their suspension is complete.

Third Offense:

Suspension from University for one (1) academic semester or more with readmission to occur after verification of completion of a counseling evaluation and any recommended follow-up treatment.

2. Additional information regarding the operation and effect of sanctions includes the following:
 - a. Failure of a student to follow through with a sanction will result in the automatic elevation of the sanction to the next level after the failure is proven through due

process procedures published in the student conduct code.

- b. Subsequent violations of the alcohol and/or marijuana portions of this policy in any combination whether both alcohol, both marijuana, or any combination of the two within a period of twelve months will result in progression to the next level of sanction. Unless indicated by other provisions in this policy, once a twelve month period has expired, the next violation shall meet with first level sanctions with an additional sanction of five (5) consecutive weekends of suspension from the University campus.
- c. More than four (4) alcohol and /or marijuana violations or any combination ~~of either~~ over the course of a student's University career will result in a Limited Expulsion from the University.
- d. Students who are held accountable for use of marijuana in the residence halls may also be subject to additional sanctions for violations of the University's Residence Hall Policy and Smoke, ~~and Tobacco~~ ~~and Marijuana~~ Free Policy.

C. OTHER DRUG USE OR POSSESSION

- 1. Any student found in possession of marijuana ~~or~~ an illegal drug substance in any amount, no matter how minimal the amount, or found to be using such marijuana illicit drug substances and found responsible of such possession or use shall (this applies only to first-time offenders) be suspended from housing for one (1) academic semester or more with readmission to occur after verification of completion of a counseling evaluation and any recommended follow-up treatment. In addition the student will complete ten (10) hours of participation in community events or a work project and University substance education classes and be assessed a \$100.00 service fee for these classes made payable within (30) days of a University disciplinary procedure decision.

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2. Any student found responsible for a second offense of possession or use of marijuana or an illegal drug substance during their University career shall be suspended from the University for one (1) academic year or more with the possibility of returning to the University pending completion of a counseling evaluation and any recommended follow-up treatment, and by the decision of the Vice President, Student Affairs with no right of return after a third offense.

D. POSSESSION WITH INTENT TO SELL OR DISTRIBUTE ~~(This section applies to all drugs including marijuana and prescription drugs)~~

1. Any student found responsible for possession with intent to sell or distribute any prescription drugs, marijuana or any illegal substance will be expelled from the University with no right of return.
2. Evidence indicating possession with intent to sell or distribute any prescription drugs, marijuana or any illegal substance may include, but not limited to, possession of a large amount of prescription drugs, marijuana or any illegal substance, and/or possession of any amount of prescription drugs, marijuana or any illegal substance combined with other evidence indicating intent to sell or distribute such as weighing devices, cash boxes, bank rolls/large sums of money, cultivating equipment, chemicals used in the manufacture of illicit substances, plastic bags or other quantifying devices.

E. DRUG SALE OR DISTRIBUTION ~~(This section applies to all drugs including marijuana and prescription drugs)~~

Any student found responsible for the sale or distribution of prescription drugs, marijuana or any illegal substances on the Westfield State University campus will immediately be expelled from the University with no right of return.

F. SMOKE-FREE, TOBACCO-FREE AND MARIJUANA FREE CAMPUS

1. Smoking and/or the use of tobacco and/or marijuana products will

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not be permitted on any University property or University leased property including buildings, grounds, walkways, parking lots, wooded areas and all other property owned or operated by the University. The only exception to this prohibition is that the smoking of tobacco cigarettes only may be allowed in designated areas approved by the University President and marked by appropriate signage.

2. Smoking and/or the use of tobacco and/or marijuana products in University owned or leased vehicles is prohibited. Smoking and/or the use of tobacco and/or marijuana products is also prohibited in personal vehicles when those vehicles are on University property.
3. The use of edibles, THC pills and vaporizer devices including, but not limited to, hookah pens, marijuana pens and e-cigarettes is prohibited on all University property or University leased property as described in #1 above.
4. All campus constituents have a collective responsibility to promote the safety and health of the campus community and, therefore, share in the responsibility of policy compliance. Individuals observed smoking and/or using tobacco or marijuana in any form, are to be reminded, in a professional and courteous manner, of the University policy.
5. Students in violation of this policy shall be referred to the University student conduct system for disciplinary proceedings for repeated offenses. Employees in repeat violation of this policy will be referred to Human Resources.
6. To assist those who wish to stop the use of tobacco and/or products, the Human Resources Department, the Health Services Department, the Counseling Center and the Employee Assistance Program (EAP) can direct employees and students to tobacco cessation programs which the university might provide.
7. Any questions regarding the interpretation of this Policy rest within the authority of the Vice President, **Enrollment Management and Student Affairs** (for students) and the **Assistant Associate Vice**

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President for Human Resources, Title IX and Equal Opportunity (for employees).

~~G. PRESCRIPTION DRUGS~~

~~While Westfield State University regulates the consumption of alcoholic beverages and prohibits the use of marijuana or other illicit drugs, the university in promoting an environment directed toward wellness, recognizes that other legal substances may be used in harmful and abusive ways. In an effort to promote personal growth and problem solving without the use or abuse of substances, Westfield State University strongly discourages the abuse of any over the counter substances or prescription drugs. If the university has reasonable cause to believe that a student is abusing such drugs, the university may require the student to complete a counseling evaluation and any recommended follow-up treatment.~~

~~*Federal law requires that individuals who possess prescription drugs have a valid prescription for that drug in the amount and dosage specified by the prescription. It is illegal to possess a prescription drug without such a prescription. Consequently, federal law also prohibits the lending, giving, sharing, and selling of a prescription drug to another individual. Illegal possession, sale, or distribution of a prescription drug is subject to the same provisions of this policy pertaining to the possession, sale, and distribution of illegal drug substances.*~~

POLICY – ALCOHOL AND DRUG GUIDELINES

A. ADDITIONAL GUIDELINES

~~1. Students are responsible for informing their guests of the University's Alcohol and Other Drug Policy prior to any campus visit. Any student will be held strictly accountable for an alcohol and/or drug violation when their guest violates the Alcohol and Other Drug Policy. Guests are defined as any person visiting the student whether or not the guest has signed in to the residence halls through official procedures.~~

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1. Consistent with the Family Educational Rights and Privacy Act, the University shall notify the parent or legal guardian of students under twenty-one (21) years of age each time they have been found responsible for university alcohol and/or other drug policy violations. The University shall exercise discretion not to notify parents/guardians based on documented evidence of an abusive family situation.
2. For the purpose of this policy, Westfield State University "campus" is defined as all buildings (owned, leased, or operated by the University) and all surrounding outdoor property (owned, leased, or operated by the University), including but not limited to parking lots, grass, sidewalks, and forested land.
3. Intoxicated persons shall be subject to police intervention including protective custody, arrest, or other appropriate action. All costs for providing required monitors for intoxicated students and/or their guests will be billed to the student.
- ~~4. The University shall have the option to mandate that a student attend substance abuse counseling/education for assistance.~~
5. In any situation that the University deems to be an emergency, such as a situation where a student is arrested, placed in protective custody, or transported to a medical facility due to incidents related to alcohol and/or drug consumption, the University may notify a parent/legal guardian/or other persons
6. In the event that a student is suspended from University housing or from the University for any disciplinary infraction(s), including but not limited to, alcohol or other drug infractions, no refund will be given to the student, for any University fees or tuition, unless otherwise specified by federal law, state law, or

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University policy.

7. In the event that University staff deems a resident to be intoxicated, the student may be asked to return to his/her room, may be asked not to leave the residence hall, may be escorted to another hall in which he/she resides, or may be given other appropriate instructions. Failure to comply with legitimate staff requests/instructions shall result in student conduct action.

8. Any backpack, bag or similar container that anyone carries onto campus shall be subject to inspection and search by a member of the university staff whenever there exists reason to believe that the container is being used to bring onto campus any alcoholic beverage or other material in violation of university policy.

~~9. In the event a guest, visitor, or non-student is deemed to be intoxicated by University staff, the host and guest shall be asked to remain in the residence hall until Public Safety personnel have determined if the intoxicated person is in a safe condition to leave the residence hall or have arranged for the person's removal.~~

~~10. Students are cautioned that the possession or use of a false driver's license or a false Massachusetts liquor purchase identification card is a criminal offense. A student alleged to be in violation of Massachusetts General Law, Chapter 90, Section 24B (possession or use of false driver's license) or Chapter 138, Section 34B (possession or use of a false Massachusetts liquor purchase identification card) shall have the matter referred to the local district court or motor vehicle registry in addition to the student conduct system.~~

~~11. Students are encouraged and expected to seek help from the Public Safety, Residential Life, or Health Services staff when they witness others who are~~

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~~incapacitated due to alcohol or other drug use.~~

12. The following chart outlines sample alcoholic equivalents of one case (30 pack) of beer:

UNITS OF MEASURE

TYPE OF ALCOHOL	Ounces	Quarts	Liters
100 proof	30	1	1
80 proof	36	1	1
40 proof	72	2	2
Wine			3.75 liters or 5 bottles at 750 ml

POLICY AMNESTY

The University recognizes that there may be alcohol or drug-related medical emergencies or other safety emergencies in which the potential for disciplinary action could act as a deterrent to students who want to seek assistance for themselves or others. The University encourages students to seek emergency medical assistance when faced with an alcohol or drug-related emergency and in any situation where a reasonable person believes medical treatment to be appropriate. When a student aids an intoxicated or impaired individual by contacting the Westfield State University Police Department or the Department of Residential Life, it is up to the discretion of the Dean of Students, or designee to determine if any involved parties, Student Organizations or Unrecognized Student Organizations will be subject to disciplinary action. University officials may elect not to pursue disciplinary proceedings against a student who, in good faith, reports, witnesses, or possesses personal knowledge of sexual violence, sexual harassment, gender-based harassment, domestic violence, dating violence, stalking, or retaliation. This does not preclude disciplinary action regarding other violations of university standards such as causing or threatening physical harm, damage to property, harassment, hazing, or violations of the Title IX Sexual Harassment Policy. Students who are transported to a local hospital, placed in protective custody, or evaluated as a result of the abuse of alcohol or other drugs will be contacted by a university official to meet to discuss the incident.

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REVIEW

The responsibility for the formation of future Alcohol and Other Drug Policies and for annual review of existing policies shall rest with the Substance Abuse Advisory Committee and the Vice President, **Enrollment Management and Student Affairs**, whose recommendations shall be forwarded to the Student Government Association for consultation, and to the University President for review and implementation. All matters involving student personnel policies, including the Alcohol and Other Drug Policy, rest in the ultimate authority of the President and the Board of Trustees of the University.

Dissemination of this policy shall include inclusion in the Student Handbook, the University **Bulletin Catalog**, and other appropriate publications, discussion at all orientations of new and transfer students, and regular review and dissemination by Residential Life and Student Affairs staff.



Board of Trustees

April 25, 2023

MOTION

To engage the financial audit services of WithumSmith & Brown, PC, for FY23.

Robert A. Martin, Ph.D., Chair

Date

April 25, 2023

Ms. Theresa Jasmin
Audit Committee Chair
Westfield State University
577 Western Avenue
Westfield, MA 01086

Dear Ms. Jasmin:

You have requested that we audit the financial statements of the business-type activities, and the aggregate discretely presented component unit of Westfield State University, (the “University”) as of June 30, 2023, and for the year then ended, and the related notes to the financial statements, which collectively comprise the University’s basic financial statements as listed in the table of contents (the “Services”).

In addition, we will audit the University’s compliance over major federal award programs for the year ended June 30, 2023. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter (“Engagement Letter”).

Please read the Engagement Letter and Attachment A, attached hereto (collectively the “Agreement”) carefully because it is important to both Withum and you that you understand what you can and cannot expect from Withum’s work.

Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the University's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") *Government Auditing Standards*, always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America ("U.S. GAAP"), as promulgated by the Governmental Accounting Standards Board ("GASB") require that supplementary information, such as management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information ("RSI") in accordance with GAAS. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's discussion and Analysis
- Schedule of Proportionate Share of the Net Pension Liability
- Schedule of Contributions-Pension
- Notes to the Required Supplementary Information-Pension
- Schedule of Proportionate Share of Net OPEB Liability
- Schedule of Contributions-OPEB
- Notes to the Required Supplemental Information-OPEB

Supplementary information other than RSI will accompany the University's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Schedule of Expenditures of Federal Awards ("SEFA")

⚡ SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (“SEFA”)

We will subject the schedules of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with GAAS. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that *will not* be subjected to the auditing procedures applied in our audit of the financial statements:

- Schedules of Net Position-Dormitory Trust Fund Report
- Schedules of Revenues, Expense and Changes in Net Position-Dormitory Trust Fund Report

⚡ DATA COLLECTION FORM

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management’s responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditor’s reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

⚡ AUDIT OF THE FINANCIAL STATEMENTS

We will conduct our audits in accordance GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”) As part of an audit of financial statements in accordance with GAAS and *Government Auditing Standards* we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the University’s internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including

the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about University's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America, and the Uniform Guidance. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Management override of controls/improper revenue recognition due to fraud.
- Management's ability to make significant accounting estimates and the assumptions included in those estimates.
- New, significant or unusual transactions are not properly recognized and recorded due to error or fraud.
- Related party transactions
- Adoption and presentation of GASB 96, *Subscription-based Information Technology Arrangements*
- Management does not record and/or disclose significant litigation or subsequent events.

We will issue a written report upon completion of our audit of the University's basic financial statements. Our report will be addressed to the Board of Trustees of the University. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will also issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Trustees of the University.

⚡ **AUDIT OF MAJOR PROGRAM(S) COMPLIANCE**

Our audit of the University's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the University's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the University's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, Uniform Guidance, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the University's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the University's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the University's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the University's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the University's major federal award programs, and a report on internal control over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

MANAGEMENT RESPONSIBILITIES

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP");
- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
- For maintaining records that adequately identify the source and application of funds for federally funded activities;

- For preparing the schedules of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
- For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the University is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
- For identifying and ensuring that the University complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
- For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
- For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
- For taking prompt action when instances of noncompliance are identified;
- For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- For submitting the reporting package and data collection form to the appropriate parties;
- For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
- To provide us with:
 - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - Additional information that we may request from management for the purpose of the audit;
 - Unrestricted access to persons within the University from whom we determine it necessary to obtain audit evidence;
- For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- For informing us of any known or suspected fraud affecting the University involving management, employees with significant roles in internal control and others where fraud could have a material effect on compliance;
- For the accuracy and completeness of all information provided;
- For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
- For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedules of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform

Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards and in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

⚡ NONATTEST SERVICES

With respect to any nonattest services we perform,

At the end of the year, we agree to perform the following:

- Propose adjusting or correcting journal entries, if necessary, to be reviewed and approved by the University's management.
- Assistance with preparation of financial statements and related footnote disclosures.
- Assistance with the preparation of the schedule of expenditures of federal awards and related note disclosures.
- Assistance with the preparation of the data collection form.
- Assistance with the maintenance and calculation of the GASB 87, Leases, asset and liability and related footnotes

- If requested by you, we will assist in the maintenance and calculation of GASB 96, Subscription-based Information Technology Arrangements

We will not assume management responsibilities on behalf of the University. However, we will provide advice and recommendations to assist management of the University in performing its responsibilities.

The non-attest services that we will perform do not constitute audit services in accordance with *Government Auditing Standards* of the Comptroller General of the United States of America.

The University's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal control, including monitoring ongoing activities.

You have designated Lisa Freeman, Associate Vice President, Finance, to be responsible for these services, and you have determined that this designated person has suitable skills, knowledge, and experience to oversee such services.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the items previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. The University must make all decisions with regard to those matters.

✦ OTHER

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing. Furthermore, whenever possible, we will attempt to use University personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with a copy for our review and approval before such publication. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we may communicate with you or your personnel via e-mail or other electronic means, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications. The University's data provided to Withum is hosted and maintained by a third-party cloud-based content management solution. Withum requires that all confidential, proprietary, and personally identifiable information be uploaded directly to this third party cloud-based content management solution and not sent by electronic mail. In the event confidential, proprietary, or personally identifiable information is sent by you to Withum through email, you agree that Withum will not be responsible for incomplete, lost, late, damaged, illegible, stolen, or misdirected email, mobile messages, or any other electronic transmitted information. You agree and acknowledge to the use of such communications during the conduct of our audit.

Withum may, from time to time, and depending on the circumstances, use third-party service providers to assist us with the Services rendered. We may share confidential information about you with the third-party service providers, but remain committed to maintaining the confidentiality of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your information. Furthermore, Withum will remain responsible for the work performed by such third-party service providers. We will notify you and obtain your consent in the event that we need to utilize such third parties.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this Engagement Letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of Withum and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Withum's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

We expect to begin our audit on or around June 2023 and to have the audit substantially completed by October 15, 2023.

David Dilulis is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Withum's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the University's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

⚡ FEES, INVOICING, AND PAYMENT TERMS

Our fees are based on the amount of time required at various levels of responsibility based on our standard hourly rates, plus actual out-of-pocket expenses. Our fee for these services is \$83,500 which includes testing one major program as part of the Single Audit.. Any additional programs that require testing will be billed at \$4,500 per program. Fees for non-attest services related to GASB 87 and GASB 96 will be billed at standard billing rates. Unless there are unforeseen circumstances, such as information not being available to us in a timely manner. Whenever possible, we will attempt to use the University's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. We will notify you immediately of any circumstances we encounter that could significantly affect this estimate.

Invoices will be rendered monthly and will reflect the progress billings received. If any payment is past due in excess of 30 days, we may at our election, stop work until such payments are brought current, or we may withdraw from the engagement. The University agrees that we are not required to continue work in the event of the University's failure to make the above payments on a timely basis for Services rendered, as required by this Engagement Letter. The University acknowledges that Withum shall not be liable to the University for any damages that may occur as a result of Withum's ceasing to render Services as a result of the University's failure to make such payments.

We will provide you with separate engagement letters for any additional services that may be requested and we agree to perform.

⌘ PEER REVIEW REPORT

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

⌘ AUTHORIZATION

This Agreement sets forth the entire understanding between the University and Withum regarding the provision of the Services described herein and supersedes any previous proposals, correspondence and understandings, whether written or oral. To the extent Withum is performing an audit or other attest engagement for either the Company or a related party of the Company, any provision in this Agreement which would impair independence for such engagement would be null and void. Further, if any provision of this Agreement is determined to be unenforceable or invalid, all other provisions shall remain in force. Withum appreciates the opportunity to be of service to the University. Should you have any questions regarding this Agreement, or need further information, please do not hesitate to contact us.

If the above agrees with your understanding of the terms of our Agreement, please sign in the space indicated and return it to us at your earliest convenience.

Respectfully submitted,



WithumSmith+Brown, PC

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Westfield State University by:

Signature: _____

Title: _____

Date: _____

Attachment A

WITHUM ENGAGEMENT TERMS

The terms in this Attachment A apply to the Agreement described in the Engagement Letter dated April 25, 2023 and apply to any additional work we may be asked to perform for you ("Client") in an amendment or addendum to the Engagement Letter. In the event that there is a conflict between the Engagement Letter and this Attachment A, the terms of Attachment A shall control, unless specifically stated otherwise in the Engagement Letter.

- 1. Cooperation and Participation.** Withum shall endeavor to be alert to any information provided by or on behalf of Client that is incorrect or missing and shall apply its normal diligence in this regard; nevertheless, Withum shall be entitled to rely on the accuracy, completeness, and reliability of all information provided by, and on all decisions and approvals of Client (and Client's retained advisors, consultants, or legal counsel). Client is responsible to authorize third parties to provide information to Withum upon request.
- 2. Use and Reliance.** The work papers associated with the Services pursuant to this Agreement are the property of Withum and constitute proprietary information. We will retain the work papers in accordance with our document retention policies, which may be amended from time to time. Client's use of our deliverables, if any, from this engagement shall in any event be limited to the item's stated purpose.
- 3. Confidentiality.** In connection with this engagement, Withum will come into possession of proprietary or confidential information of the Client ("Confidential Information"). Withum will not disclose such Confidential Information to any third party except (a) as may be required by law, regulation, judicial or administrative process, or (b) in accordance with applicable professional standards, provided that, to the extent legally permissible, Withum provides Client with prompt notice of such requirement so that Client, at Client's sole cost and expense, may seek a protective order or otherwise try to limit disclosure. Notwithstanding the foregoing, Confidential Information shall not include such information (i) that shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by Withum in breach hereof, (ii) becomes available to Withum on a non-confidential basis from a source other than Client which to Withum's knowledge is not prohibited from disclosing such information to Withum, (iii) is known by Withum prior to its receipt from Client without any obligation of confidentiality with respect thereto, or (iv) is developed by Withum independently of any disclosures made by Client to Withum of such information. In addition, Client acknowledges and agrees that any such information that comes to the attention of Withum while performing this engagement may be considered and used by Withum in the context of responding to its professional obligations.
- 4. Agreed Upon Scope of Work.** Withum shall be obligated only for work or deliverables specified in the Agreement, and only for changes in such scope that are set forth in writing and duly executed by the parties hereto. To the extent all specific details of the engagement are not so documented, the parties shall work diligently and in good faith to document them at the request of either party. Unless expressly provided for, Withum's Services do not include giving testimony or appearing or participating in discovery proceedings, in administrative hearings, in court, or in other legal or regulatory inquiries or proceedings.
- 5. Access to Resources and Information.** Unless specified herein as the responsibility of Withum to provide, Client shall have obtained for Withum, on a timely basis, any internal and third-party permissions, licenses or approvals that are required for Withum to perform the Services contemplated hereunder (including use of any necessary software or data). Client

shall also provide Withum, on a timely basis, with such information, approvals and assistance as may be necessary to Withum's work or as may reasonably be requested.

6. **External Factors: Standards of Performance.** Client acknowledges that this engagement will involve analysis, judgment and other performance from time to time in a context where the participation of Client or others is necessary, where answers often are not certain or verifiable in advance and where facts and available information change with time. It is understood that unless Client and Withum agree otherwise, in writing, Withum shall have no responsibility to update any of its work after its completion. Withum reserves the right to in whole or in part decline to perform Services if information comes to its attention indicating that performing any Services could cause Withum to be in violation of applicable law, regulations or standards or in a conflict of interest, or to suffer damage to its reputation.
7. **Affiliates.** Client agrees that Withum may authorize or allow its affiliates to assist in performing this engagement and to share in Withum's rights hereunder, provided any such party shall commit (as applicable) to be bound by the restrictions set forth in this Agreement and Withum obtains such express commitments as are necessary.
8. **Business Risk Allocations.** With respect to the Services, and any related work product or other deliverables, pursuant to this Agreement, Withum's liability shall in no event exceed the fees paid or payable for the Services hereunder; provided however this limitation shall not apply to acts or omissions by Withum that constitute Withum's gross negligence or willful misconduct. Withum shall not be liable for any special, consequential, punitive, incidental or exemplary damages. Also, because of the importance of the information that Client provides with respect to Withum's ability to perform the Services, Client hereby releases Withum and its partners, principals and employees from any liabilities, costs, fees, expenses, and damages (including defense costs) relating to the Services hereunder, that are attributable to any information provided by Client or Client's agents that is not complete, accurate or current.

Upon the receipt of notice, Client shall be responsible for any liabilities, costs, fees, expenses, and damages associated with any third-party claim arising from or relating to Client's misrepresentations, false or incomplete information provided to Withum or third-party reliance on Withum's work product or deliverable without Withum's prior written consent.
9. **Governing Law.** This contract shall be constructed under and governed by the laws of the Commonwealth of Massachusetts.
10. **Statute of Limitations.** Client agrees that Withum shall not be liable for any claim arising out of or relating to this Agreement that is first asserted more than one (1) year after a Termination Event, as defined below, regardless of legal theory. This limitation shall apply for all purposes notwithstanding any law, statute, rule or regulation to the contrary.
11. **Termination.**
 - (a) This engagement ends upon the earlier of: (i) delivery of the final work product, or (ii) where applicable, filing of the final work product for which Withum was engaged, or (iii) in the event no final work product is delivered or filed, the engagement shall end on the date which the last invoice for the services was issued, not including any subsequent account payable reminder, revised bill, or other communications concerning completed services or future services.
 - (b) We acknowledge your right to terminate Withum's services at any time and you acknowledge Withum's right to resign at any time subject in either case to Withum's right to payment for all fees incurred through the date of termination or resignation or thereafter as circumstances and this Agreement may require. In the event the Client or Withum exercise the right to terminate Withum's Services, such termination

shall be in writing and shall be effective upon delivery by mail, overnight mail, or email transmission with a Read Receipt requested.

- (c) The termination events set forth in this Section 11 shall each be referred to as a "Termination Event."

12. Record Retention. It is our policy to keep records related to this engagement in accordance with our document retention policy. Generally, Withum stores a computerized PDF document of Your records. We will return all original documents forwarded to us at the completion of the Services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect such records for possible future use, including potential examination by any government or regulatory agencies. By your signature below, you acknowledge and agree that upon the expiration of the document retention period, Withum shall be free to destroy our records related to this Agreement.

13. Subpoena Request. In the event Withum, its successors and assigns, partners, principals, or employees are requested by you or Withum is required by government regulations, subpoena, or other legal process, to produce documents or our personnel as witnesses with respect to its engagement(s) for you, so long as Withum is not a party to the proceeding in which the information is sought, Client will reimburse us for our professional time and expense, as well as the reasonable fees and expenses of our counsel, incurred in responding to such requests.

14. Withum Personnel. Withum strives to staff engagements with quality, superbly trained professionals. In recognition of the extensive investment made to recruit and develop its personnel, Client agrees that it shall not solicit for employment or hire any of Withum's employees that provided professional services during the term of this Agreement and for twelve (12) months after termination. In the event Client breaches this Section 14, Client shall pay Withum a placement fee equal to the employee's annual compensation in effect on the date such employment was contracted. Such fee is payable when the employee accepts such position. This Section 14 shall not apply, and no fee shall be payable for general solicitations of employment not specifically directed toward Withum or its employees.

15. Third-Party Service Providers. Further, Withum may, from time to time, and depending on the circumstances, use third-party service providers to assist it with the Services rendered. We may share confidential information with the third-party service providers but remain committed to maintaining the confidentiality of the Client's information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. Withum will remain responsible for the work performed by such third-party service providers.

16. General.

- (a) Other than a payment obligation, neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event. For the purposes of this Agreement, "Force Majeure Event" means an event beyond the reasonable control of the affected party, including but not limited to strikes, lock-outs, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction, or natural disaster.
- (b) Except to the extent expressly provided hereto to the contrary, this Agreement is between Withum and the Client listed herein. Third-party beneficiaries are not intended under this Agreement.
- (c) Neither party shall use the other party's name or trademarks or publish any identifying information about the other party in any public manner without obtaining that party's prior written consent.

- (d) Client will in all events remain responsible for the care and control of its information and recordkeeping. Client is responsible to obtain any missing information whether personally or from third party sources as well as clarifying or answering any questions which may arise during the course of the engagement. The completeness and timeliness of the flow of information may affect the expected completion date of this engagement.
- (e) Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency or fiduciary relationship.
- (f) Neither party shall assign any rights, obligations or claims relating to this Agreement unless agreed to in a writing between the parties.

17. **HLB International.** Withum is a member of HLB International (“HLB”), a worldwide organization of accounting firms and business advisors. Each member of HLB, including Withum, is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions, and no member firm assumes liability for such acts or omissions. Unless Withum specifically engages such HLB firm for this Agreement, neither Withum nor any of its affiliates are responsible or liable for any acts or omission of HLB or any other member firms and hereby specifically disclaim any and all responsibility, even if Withum or any of its affiliates are aware of such acts or omissions of another firm of HLB.

18. **Compliance with Economic Sanctions Laws & Regulations.** Client agrees that it will comply with all anti-corruption, anti-money laundering, anti-bribery and other economic sanctions laws and regulations (collectively, the “ABC/AML/Sanction Laws”) in connection with this Agreement. Client further agrees that it shall not, and it shall procure its employees not to, pay or cause other person(s) to pay Withum using any funds that would result in a violation of any of the ABC/AML/Sanction Laws by either Client or Withum, or otherwise take any action that would result in a violation of any of the ABC/AML/Sanction Laws by either Client or Withum. Client shall promptly notify Withum in the event of any violation or failure to comply with ABC/AML/Sanction Laws in connection with this Agreement, or allegations relating thereto, by the Client or its directors, officers, employees or agents.

Report on the Firm's System of Quality Control

January 4, 2023

To the Shareholders of WithumSmith+Brown, PC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of WithumSmith+Brown, PC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; and examinations of service organizations (SOC 1[®] and SOC 2[®] engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of WithumSmith+Brown, PC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. WithumSmith+Brown, PC has received a peer review rating of *pass*.



Cherry Bekaert LLP



February 17, 2023

William Hagaman
WithumSmith+Brown, PC
1 Spring St
New Brunswick, NJ 08901-2276

Dear William Hagaman:

It is my pleasure to notify you that on February 16, 2023, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Wagner".

Michael Wagner
Chair, National PRC

+1.919.402.4502

cc: Jeffrey Sabetta, David Dacey

Firm Number: 900010077278

Review Number: 594738



Board of Trustees

April 25, 2023

MOTION

To approve and adopt the Westfield State University Charter of the Justice, Equity, Diversity, and Inclusion (JEDI) Committee, as presented.

Robert A. Martin, Ph.D., Chair

Date



**BOARD OF TRUSTEES
JUSTICE, EQUITY, DIVERSITY, AND INCLUSION (JEDI) COMMITTEE
CHARTER**

I. Mission

The Board of Trustees, Justice, Equity, Diversity, and Inclusion (JEDI) Committee (hereafter referred to as the JEDI Committee) shall work with the Board and the JEDI Division to advance justice, equity, diversity, and inclusion principles and initiatives at Westfield State University (WSU).

II. Authority and Responsibilities

Policies

The JEDI Committee of the Board of Trustees, in concert with the JEDI Division, ensures that excellence remains at the forefront of JEDI endeavors and projects at WSU. The JEDI Committee supports, monitors, and provides guidance as WSU develops the appropriate means to address equity, diversity, and inclusivity strategic priorities. The JEDI Committee leads the Board's engagement on JEDI issues and helps trustees gain the skills necessary to meet the needs of and reflect the diverse university community they serve. Other activities of this board are listed below.

- (1) Connect JEDI principles to the WSU mission within its larger governing responsibilities as a committee of the WSU Board of Trustees.
- (2) Provide oversight and input into initiatives led by the JEDI Division.
- (3) Define institutional-level JEDI priorities, goals, and action steps.
- (4) Ensure that JEDI initiatives are well integrated across campus.
- (5) Help assess, create, refine, and institutionalize policies rooted in JEDI principles at WSU.
- (6) Adopt specific initiatives to champion and oversee.
- (7) Play an active role in internal and external events with the JEDI Division (i.e., Host and/or attend JEDI-related informational, educational, and awareness events and activities.)
- (8) Embody and advocate for JEDI principles.

Oversight of Implementation

Recognize the role and responsibilities of the JEDI Division Vice President in developing and implementing programs/initiatives that promote a thriving, diverse, multicultural, equitable, ethical, and inclusive campus.

Evaluate Performance

Monitor, review, and evaluate the progress and process of the JEDI Committee and the broader JEDI efforts into which the committee provides oversight and input.

Educate the Board

- Understand the campus-wide JEDI plan and the relationship among its components.
- Communicate JEDI Committee activities and all other relevant JEDI information, concerns, and recommendations to the Board.
- Leverage their positions as Committee members to involve and engage other trustees and community leaders in resource development, fundraising, relationship cultivation, and recognition events
- Actively promote and support WSU's JEDI initiatives.

III. Organization

Review of Charter

This charter shall be reviewed and reassessed by the JEDI committee at least annually(?), and any proposed changes shall be submitted to the board for approval.

Membership/Structure/Quorum

The JEDI committee shall consist of at least five but no more than seven members, including ex officio members. The committee chair shall be appointed by the board chair. At least three members of the committee must be board members.

Staff Liaison

The Vice President for Justice, Equity, Diversity, and Inclusion and his/her designee shall be staff to the JEDI committee.

Meetings

The JEDI committee shall convene at least **three times per year**. A quorum of any meeting of the JEDI committee shall consist of a majority of its voting members. Committee members may participate by teleconference.

Agenda, Minutes, and Reports

The chair, in collaboration with the staff designee, shall be responsible for establishing the agendas for meetings. An agenda, together with relevant materials, shall be sent to committee members at least five (5) days in advance of each meeting. Minutes for all meetings shall be drafted by the staff designee, reviewed by the committee chair, and approved by committee members at the next meeting.