

BOARD OF HIGHER EDUCATION
REQUEST FOR COMMITTEE AND BOARD ACTION

COMMITTEE: Fiscal Affairs and Administrative Policy **NO.:** FAAP 16-16

COMMITTEE DATE: January 19, 2016

BOARD DATE: January 26, 2016

NAMING OF WESTFIELD STATE UNIVERSITY'S FORMER LABORATORY SCHOOL THE CATHERINE DOWER CENTER FOR THE PERFORMING AND FINE ARTS

MOVED: The Board of Higher Education hereby approves the December 22, 2015 request of the Westfield State University Board of Trustees to name the former laboratory school the **Catherine Dower Center for the Performing and Fine Arts** in recognition of a \$1 million gift to Westfield State University.

Authority: M.G.L. c. 15A, § 9(m); BHE Policy Regarding Building Naming Rights at Massachusetts Public Higher Education Institutions (FAAP 15-14).

Contact: Sean P. Nelson, Deputy Commissioner for Administration & Finance

Background

Please see the attached letter from the Westfield State University Board of Trustees.

Board of Trustees

December 22, 2015

Commissioner Carlos E. Santiago
Massachusetts Department of Higher Education
One Ashburton Place, Room 1401
Boston, MA 02108

Dear Commissioner Santiago:

On December 10, 2015, the Westfield State University Board of Trustees voted to accept a gift of \$1 million from a distinguished professor emerita of our institution. Additionally, the Board voted to name the former laboratory school on campus in her honor. We ask you and the members of the Massachusetts Board of Higher Education, per your policy FAAP 15-14, ratify this agreement at your earliest convenience.

As you aware, this gift marks the largest single donation in the 176 year history of Westfield State University and we acknowledge its significance to our campus and to the culture of philanthropy we seek to nurture at Westfield. Constructed in 1967, the laboratory school reverted to the control of the University in July 2015 after a nearly 50 year arrangement with the city of Westfield that allowed it to serve as municipal elementary school. Consistent with the University's Master Plan and 2012-2017 Strategic Plan, the Board has determined that the former school will house the music, theater, and art departments of Westfield State.

We have included the terms of the gift proposal for your review and approval. The facility will be renamed the Catherine Dower Center for the Performing and Fine Arts. Professor Emerita Dower, who began teaching music at Westfield State in 1956, has allocated the million dollar gift in such a way that it promotes her interests and passions for supporting students and faculty alike. It is our intention to honor her for this generous and important gift in the near future.

Please let us know if you or the Board requires any additional information regarding this naming proposal. We look forward to working with you on this and other matters concerning Westfield State University.

Thank you for your consideration.

Very truly yours,



Hon. Elizabeth Scheibel, Chair
Board of Trustees
Westfield State University



Dr. Elizabeth Preston, Interim President
Westfield State University

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ORIGINAL

Gift Proposal to Name
“The Catherine Dower Center
for the Performing and Fine Arts”
Westfield State University

Westfield

Founded 1838

The Catherine Dower Center for the Performing and Fine Arts

I. INTRODUCTION

The purpose of this proposal is to summarize the mutual understanding of Dr. Catherine Dower, Professor Emerita (Donor), the Westfield State Foundation, Inc. (Foundation) and Westfield State University (University). The Donor's gift will support the naming of the soon to be renovated Juniper Park building which will eventually house the Music, Art and Theater departments at Westfield State University. We propose the name to be "*The Catherine Dower Center for the Performing and Fine Arts*". The donor will gift the Westfield State Foundation the sum of \$1 million for the naming rights to the Juniper Park building. This proposal will be made part of the Foundation's permanent records once an agreement is signed and is intended to serve as a guide to those who will administer these funds in the future.

II. THE WESTFIELD STATE FOUNDATION, INC.

The Foundation represents that it is qualified as a charitable organization and a 501(c)(3) non-profit public benefit organization (federal ID 04-2701694).

III. DESCRIPTION OF THE GIFT

The Donor wishes to demonstrate her support of Westfield State University by irrevocably donating \$1million to support the University through the Fine and Performing Arts Center. This pledge will be paid as follows:

The "official naming" of the building will happen once the pledge is paid in full per requirements of the Massachusetts Department of Higher Education (DHE) policy #FAAP15-14.

IV. USES OF THE GIFT

Distribution of the \$1 million will be as follows:

ALLOCATION OF THE GIFT	PURPOSE OF THE GIFT
A. \$150,000.00	Current-use Fund for specific building project(s) To be used for a specific project(s) for the first phase of renovations within the Music Department spaces in the Juniper Park building. (Building renovations are slated to happen in 2-3 phases.)
B. \$50,000.00	Grand Piano Matching Fund Initiative To establish a matching fund initiative to boost our fundraising efforts with our “Keys to Our Piano Campaign”, inspiring potential donors to assist us in reaching our goal in the purchase of a new Grand Piano for the Music Department.
C. \$100,000.00	Undergraduate Scholarship Endowment To be added to the Donor’s existing scholarship fund, the “Catherine Dower Scholarship for Music”. Income from this special endowment will be used to annually provide scholarships in perpetuity to qualified students enrolled at the University with an interest in majoring in music.
D. \$200,000.00	Music Department Student Initiatives A fund will be created to support student initiatives in the Music Department which will enhance student’s experiential learning, provide access to enrichment opportunities and professional development and/or offset student travel for performances and conferences.
E. \$400,000.00	Music Department Needs These monies will be held in a special account within the general endowment of the Foundation. Adhering to the Foundation’s spending policy, the interest will be used for program needs, initiatives and equipment that will enhance the Music Department and the experience of their students.
F. \$100,000.00	Greatest Need Funding To be held by the Foundation in an undesignated account to assist in funding for priority and unanticipated needs such as the one time Transfer Scholarship Program, or the Internship Incentive program.

V. NAMING CONSIDERATIONS

In recognition of the Donor's support as described by this document, upon receipt of the \$1 million gift, Westfield State University agrees to name the Juniper Park building, "*The Catherine Dower Center for the Performing and Fine Arts*"

The Donor understands that the naming will be subject to the approval of the President of the University, the University Trustees and the MA DHE. The naming process will be handled consistent with University policy #0370 and DHE policy #FAAP15-14. Any named building will remain for the useful life of the structure at Westfield State University.

VI. ADMINISTRATION OF ENDOWMENT

This endowment will be managed by the Foundation's Board of Directors in accordance with the Foundation's investment and disbursement policies, which have been provided to the Donor. The Fund may be combined with the Foundation's other assets for investment purposes. The total return earned by the fund, in excess of the payout amount provided by the expenditure, will be retained to protect the corpus principal from the effects of inflation. The annual payout portion of the endowment will be managed by the Foundation's Board of Directors in accordance with Westfield State Foundation's policies on current funds.

VII. RECOGNITION

In recognition of this gift, the University agrees to name the Juniper Park building "*The Catherine Dower Center for the Performing and Fine Arts*". The Donor agrees to allow the University to publish her name in various publications and press releases. For recognition purposes, the Donor shall be identified as "Dr. Catherine A. Dower, Professor Emerita". A suitable portrait of the Donor along with a recognition plaque will be displayed in a prominent place in the building.

VIII. UNFORSEEABLE CIRCUMSTANCES

The University is grateful for the Donor's support of the Music Department and the campus community and is committed to fulfilling the Donor's objectives reflected in the final agreement. As academic programs move forward, there is the possibility that it may become impossible for this gift to serve the specific purpose of the stated intentions. If this unlikely circumstance should occur, the University and the Foundation will consult with the Donor, if possible, or the Donor's estate, if

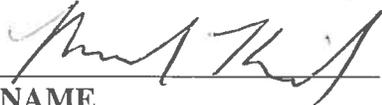
practicable, and the University President/Trustees and Foundation Board shall direct that the gift be devoted to the University purposes deemed to be most consistent with the Donors wishes.

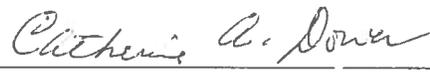
IX. MISCELLANEOUS

- a. Situs:** The final agreement will be executed in and shall be governed by the laws of the state of Massachusetts.
- b. Amendment:** This proposal as well as the final agreement may be amended at any time by written agreement signed by each party.
- c. Date:** The effective date of the final agreement shall be the date the agreement is fully executed.

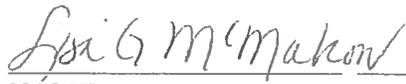
SIGNATURES FOR PROPOSAL

Signed by:

 11/12/15
NAME Date
Hon. Michael R. Knapik, Executive Director
Westfield State Foundation, Inc.

 11/12/15
NAME Date
Dr. Catherine A. Dower, Donor
Professor Emerita

Attested by:

 11-12-15
NAME Date
Lisa G. McMahon, University Advancement
Westfield State Foundation