**Independent Institution Notice of Closure - Submission Template**

BHE regulations require closing institutions to notify the Board “as far as possible in advance” of intentions to close, to follow the appropriate procedures, such as responding to information requests, and to work with the Board in organizing educational transfer opportunities “to safeguard the needs of students”. See 610 CMR 2.07(3)(f)(2).

Review guidelines prior to submitting materials. Required information should be typed directly into form rows. Boxes will expand. Submit one electronic copy **in MS Word format** to [programreview@dhe.mass.edu.](mailto:programreview@dhe.mass.edu.) You may submit signature page and attachments as PDFs.

Attachments to be included with submission are designated in blue font throughout this template. If an institution is conducting a teach-out of its students until the closure is complete, there will be quarterly reporting requirements, which are designated in green font throughout this template.

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| **Institution Name:** |
| **Institution Address:** |
| **Main Campus Location:** |
| **Additional Campus Locations:** |
| **Headquarters Location (if applicable):** |

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| **Is the institutional closure fee of $500 included? Yes No (please circle)** |

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| **Date of Trustee Board Vote to Confirm Closure (attach copy):** |

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| --- |
| **Date** **of** **Letter of Intent to Close (attach copy) submitted to Commissioner:** |

|  |  |  |
| --- | --- | --- |
| **President Name and Title:** | | |
| **Phone Number:** | | **Email:** |
| **Chief Academic Officer (CAO) Name and Title:** | | |
| **Phone Number:** | **Email:** | |
| **Chief Financial Officer (CFO) Name and Title:** | | |
| **Phone Number:** | | **Email:** |
| **Has the President, CAO, and CFO reviewed this petition? Yes No (please circle)** | | |

**A. Statement of Institutional Closure**

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| 1. Provide detailed rationale for the closure. |
| 1. Provide an anticipated closure date. |
| 1. Identify the campus location(s) that is/are closing in the state of Massachusetts. Indicate if other campus locations will remain open and in what states/countries. |

**B. Teach-Out Plan and Academic Integrity**

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| **1. Teach Out.** Describe the teach-out plan for each currently operational program leading up to the final closure date. Institutions should include considerations for matriculated students who may be on leave or probation prior to the teach-out period, as well as students who may go into probation or suspension status after the conclusion of a term during the teach-out period. |
| **2.** **Transfer Agreements.** It is the DHE’s expectation that the institution presents students with appropriate and sufficient options during the teach-out period. To that end, the DHE highly recommends at least 2-3 opportunities per academic program for students to transfer to an alternative institution. Institutions should consider the compatibility of the institution and program, cost, and geography when developing transfer opportunities for students. Exceptions for low-incidence or specialized programs may be discussed with staff. Describe transfer or articulation agreements with other institutions that may be proposed for students. Explain the anticipated transferability of program participants’ credits to other institutions.  Copies of all transfer or articulation agreements must be attached (see Attachment A for a sample agreement). For all transfer or articulation agreements with other institutions, curriculum map(s) (Attachment B) for the program(s) that institutions will receive students must be provided. (attach agreements and curriculum maps). |
| **3. Teach-out and Transfer Projections.** Complete Attachment C to indicate how many students the institution projects will transfer and participate in the teach-out for each year of the teach-out. This attachment will be updated and submitted quarterly until the date of closure. |

**C. Student Data and Student Services**

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| **1. Students.** Provide enrollment numbers by program, average credits earned, average credits remaining, and anticipated student completion and graduation dates. Complete Attachment D and submit with the Notice of Closure. This attachment will be updated and submitted quarterly until the date of closure. |
| **2. Student Services.** Describe the services that will be provided to students during the teach-out period leading up to the subsequent closure of the institution; including but not limited to career services, counseling and health services, financial aid, bursar, academic supports, Veterans Education Services, Residential Life, Library, etc. Please provide a timeline for the winding down of these services by department/service area. Explain how this information will be communicated to students. This information will be updated and submitted quarterly until the date of closure. |
| **3. Financial Aid.** Confirm that financial aid eligibility and institutional scholarship aid will continue during the teach-out period. Explain how this will be communicated to students. |
| **4.** **GI Bill[[1]](#footnote-1)® Beneficiaries.** Please complete Attachment E for all students in receipt of GI Bill (Chapters 30, 32, 33, 35, and 1606) and Vocational Rehabilitation and Employment (Chapter 31) benefits who are currently enrolled in your institution in the state of Massachusetts. Please verify if your institution is a participant in the Yellow Ribbon program. If your institution participates in the Yellow Ribbon program, describe any arrangements that have been made with other participating institutions to ensure students’ continued access to these funds. This attachment will be updated and submitted quarterly until the date of closure. |

**D. Administration**

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| **1.** **Faculty and Staff.** Please complete Attachment F on Faculty and Staff and submit with the Notice of Closure. This attachment will be updated and submitted quarterly until the date of closure. |
| **2. Employee Reduction Plan.** Provide a staffing timeline by semester/quarter that includes anticipated reductions for both faculty and administrative staff, noting that employee/student ratios should remain constant during the teach-out period. |

**E. Communication & Records**

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| *BHE regulations require an institution’s publications to be “comprehensive, accurate, unambiguous and up-to-date in presentation of the institution’s mission, policies, resources, general environment, instructional offerings and other services. As a general guide, the institution’s publications available to applicants and students should provide full, accurate and current information….”  610 CMR 2.07(3)(g)(1).*  **1. Current Communication.** Describe any publications, communications, and public disclosures and their location (e.g., institution’s website, email communications, etc.) regarding the closure. Attach any specific communications that the institution has sent to students, former students, faculty, staff, alumni, the community, and the media (i.e., press releases) regarding the proposed teach-out, closure, and potential transfer and articulation arrangements. |
| **2. Future Communication.** The institution shall send to the DHE copies of all communications that the institution anticipates sending to students, former students, faculty, staff, alumni, the community, and the media regarding the closure during the teach-out period **prior to those communications being sent**. Upon the final submission of the quarterly reports at the end of the teach-out period, the institution shall provide a final, complete archive of all communications described in this section, together with a mirror digital record of the institution’s website as it existed at the time of closure. |
| **3**. **Records.** Provide specific information regarding how and where student records will be maintained, including the name and address of the successor institution, contact information for the individual or department at the successor institution who will have responsibility for the preservation of the records and providing accessibility to students, and a letter of commitment from the successor institution to that effect. Describe how this information will be communicated to current and former students. |

**F. Fiscal**

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| **1. Refund Policy.** *BHE regulations require institutions to have refund policies, which are fair, equitable and available publicly. See 610 CMR 2.07(3)(e)(4).*  Provide the institution’s refund policy and describe student eligibility for refunds during the teach-out period. Describe how this information will be communicated to students. |
| **2. Physical Resources.** Indicate how courses and programs will continue to be supported by adequate physical resources during the teach-out period, including but not limited to instructional space, library assets, electronic databases, and the general campus environment. |
| **3. Fiscal Resources.** Provide a statement attesting to the fact that sufficient resources are available to support the plan described in sections A-F, including sufficient resources to maintain and transfer student records. Provide a budget indicating that the organization will have sufficient resources to support the obligations set-forth above throughout the teach-out period. (attach budget) |

**G. Other**

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| **1. Accreditation.** Provide information about the institution’s accreditation status with any and all accrediting agencies. Include copies of any recent reports or substantive communications with accrediting agencies. (attach reports) |
| **2. Community Impact.** Provide an analysis of the broader impacts of closure on the institution’s key constituencies, including but not limited to enrolled students, accepted students, pending applicants, faculty, staff, and the host community. Please describe any unique circumstances or challenges (e.g., economic, socioeconomic) your key constituencies, including your host community, may experience as a result of a closure. |

**CEO/President Signature**

*By signing below, I understand and attest that all the foregoing statements are true and accurate. I agree to abide by the terms of the teach-out plan and all other applicable laws, regulations, and accreditation standards throughout the teach-out period.*

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| **Signature:** |  | **Date:** |  |
| **Print Name:** |  | | |

**Attachment A: TRANSFER AGREEMENT– SAMPLE**

**Memorandum of Understanding between ABC University and XYZ College**

**DATE**

XYZ College and ABC University, both institutions of higher education accredited by the New England Commission of Higher Education, agree to enter into the following Memorandum of Understanding in order to enable undergraduate students currently enrolled at XYZ College an opportunity to complete their programs of study and to provide for a smooth and seamless transfer to ABC University. Both XYZ College and ABC University understand that the terms enumerated herein should serve as guidelines to foster student success.

Specifically, XYZ College and ABC University agree to the following:

1. ABC University will offer courses of study toward a baccalaureate degree for which it is already approved.
2. ABC University will waive admission application fees for students applying from XYZ College.
3. ABC University will accept students who are in good conduct and academic standing at XYZ College as of DATE.
4. For any XYZ College student transferring in to ABC University, ABC University will match the institutional financial aid awards, if any, granted to the student by XYZ College during the 20xx-20xx academic year.
5. XYZ College students who have fulfilled one of the following conditions will not be required to complete ABC University’s general education requirements and will be considered to have satisfied all general education requirements at ABC University:
   1. Students who have competed all core requirements at XYZ College; or
   2. Students who have completed the equivalent of the general education requirements of ABC University as reviewed and certified by the ABC University Registrar.
6. ABC University will accept and compute into each student’s Grade Point Average (GPA) all letter and numerical grades for coursework as they appear on the XYZ College transcript. Those courses and grades will appear on the student’s ABC University transcript as XYZ College coursework.
7. Any XYZ College student who fails to apply, be accepted, and matriculate at ABC University by DATE shall be excluded from this MOU.
8. XYZ College students matriculating at ABC University and graduating on or before DATE may choose to receive a degree from either XYZ College or ABC University.
9. ABC University shall provide academic support to XYZ College students transferring to ABC University and shall ensure that XYZ College students are able to register for the classes they need or authorize appropriate substitute courses.
10. ABC University will conduct a special orientation for transferring XYZ College students to answer questions, provide advising, and course registration.
11. XYZ College will announce it has reached an agreement with ABC University and will provide information to students, staff, and parents about the existence of this MOU and the information contained in the MOU.
12. XYZ College and ABC University will provide direct links between their institutional websites, indicating the existence of this MOU.
13. XYZ College and ABC University will exchange data and documents that will contribute to the maintenance and improvement of these transfer arrangements and promote effective cooperation between the two institutions. XYZ College will provide ABC University with admissions, grades, and financial aid data after obtaining appropriate permission from the students involved in compliance with local laws and Department of Education guidelines.
14. ABC University staff will meet with XYZ College students and staff on XYZ College’s campus to provide information to students about transferring to ABC University and work with students and staff on transitioning students to ABC University.
15. The obligations pursuant to this MOU shall terminate when the first of the following obligations have occurred:
    1. All XYZ students accepted by ABC University pursuant to this MOU have either graduated from ABC University or failed to be continuously enrolled at ABC University; or
    2. Four years from the date of this MOU.
16. ABC University will provide housing for those XYZ College students currently residing in campus housing for the fall 20xx.

In WITNESS WHEREOF, the parties have executed this MOU on the date indicated:

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|  |  |  |
| Name |  | Name |
| Title |  | Title |
| ABC University |  | XYZ College |
|  |  |  |
|  |  |  |
| Date |  | Date |

**Attachment B: CURRICULUM MAP TEMPLATE**

Curriculum maps must be completed by both the closing institution and the receiving institution. The receiving institution should make considerations for how credit may be awarded for non-equivalent core and elective courses, as well as for students who have not yet completed their general education requirements. Please be sure to disclose any additional requirements needed for students to complete their degree at the receiving institution.

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| Program Name: | | | | | | Program Name: | | | | | |
| Name of CLOSING INSTITUTION | | | | | | NAME OF RECEIVING NSTITUTION | | | | | |
| Required (Core) Courses in the Major **Total # courses required =** | | | | | | Required (Core) Courses in the Major **Total # courses required =** | | | | | |
| **Required Courses with an Equivalent Course at the Receiving Institution** | | | | | | **Equivalent Courses at Receiving Institution** | | | | | |
| Course Number | *Course Title* | | | *Credit Hours* | | Course Number | | *Course Title* | | | *Credit Hours* |
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| ***Sub Total Required Credits with Course Equivalents*** | | | |  | | ***Sub Total Course Equivalent Credits*** | | | | |  |
| Required Courses without an Equivalent Course at the Receiving Institution | | | | | | Recognition of Credit at Receiving Institution  (if applicable) | | | | | |
| Course Number | *Course Title* | | | | *Credit Hours* | *Description of How Credit Will Be Recognized (if applicable)* | | | | | *Credit Hours* |
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| ***Sub Total Required Credits without Course Equivalents*** | | | | |  | Sub Total Recognized Non-Equivalent Course Credits | | | | |  |
|  | | | | | | Additional Required Courses at the Receiving Institution | | | | | |
|  | | | | | | Course Number | *Course Title* | | | | *Credit Hours* |
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|  | | | | | | Sub Total Additional Required Course Credits | | | | |  |
| Elective Courses (Total # courses required = 0 ) (attach list of choices if needed) | | | | | | Elective Courses (Total # courses required = 0 ) (attach list of choices if needed) | | | | | |
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| ***Sub Total Elective Credits*** | | |  | | | ***Sub Total Elective Credits*** | | | |  | |
| ***Distribution of General Education Requirements***  Attach List of General Education Offerings (Course Numbers, Titles, and Credits) | | | # of Gen Ed  Credits | | | ***Distribution of General Education Requirements***  Attach List of General Education Offerings (Course Numbers, Titles, and Credits) | | | | # of Gen Ed  Credits | |
| Arts and Humanities, including Literature and Foreign Languages | | |  | | | Arts and Humanities, including Literature and Foreign Languages | | | |  | |
| Mathematics and the Natural and Physical Sciences | | |  | | | Mathematics and the Natural and Physical Sciences | | | |  | |
| Social Sciences | | |  | | | Social Sciences | | | |  | |
| ***Sub Total General Education Credits*** | | |  | | | ***Sub Total General Education Credits*** | | | |  | |
| ***Curriculum Summary*** | | |  | | | ***Curriculum Summary*** | | | |  | |
| ***Total credit hours required for degree*** | | |  | | | ***Total credit hours required for degree*** | | | |  | |
| ***Prerequisite, Concentration or Other Requirements, if any*** | | |  | | | ***Prerequisite, Concentration or Other Requirements, if any:*** | | | |  | |

**Attachment C: QUARTERLY STUDENT ENROLLMENT BY PROGRAM – SAMPLE**

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| --- | --- | --- | --- | --- |
| **Program with CIP Code** | **# of students currently enrolled** | **Average Credits Earned** | **Average Credits Remaining for Program Completion** | **Expected Graduation Date** |
| Example: BS Graphic Communications 500499B | 8 | 81.1 | 8.9 | 6/28/2008 |
|  | 14 | 68.8 | 21.2 | 9/27/2008 |
|  |  |  |  |  |
| Example: Visual Arts | 20 | 80.9 | 9.2 | 6/28/2008 |
|  | 11 | 69.5 | 20.5 | 9/27/2008 |
|  |  |  |  |  |

**Attachment D: QUARTERLY PROGRAM TEACH-OUT/TRANSITION PROJECTIONS**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **Year 1**  **Teach-Out** | **Year 1**  **Transfer** | **Year 2 Teach-Out** | **Year 2**  **Transfer** | **Year 3**  **Teach-Out** | **Year 3**  **Transfer** |
| Full Time |  |  |  |  |  |  |
| Part Time |  |  |  |  |  |  |
| Totals |  |  |  |  |  |  |

**Attachment E: GI BILL BENEFICIARIES CURRENTLY ENROLLED IN MASSACHUSETTS**

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Student Name** | **Program** | **GI Bill Chapter** | **Recipient of Yellow Ribbon Funds** | **Date Student Started Program** | **Date of Last Certification Submitted to VA** | **Credits Earned** | **Credits Remaining for Program Completion** | **Anticipated Graduation Date** | **Action Plan Upon Closure of Institution** |
| John Smith | BS in Political Science | 33 | Yes | 9/1/19 | 9/23/21 | 90 | 30 | 5/16/23 | Student will be enrolled in ABC University beginning September 2022 and will continue to pursue their BS in Political Science degree. |
| Example: IOU222 | BA in English | 35 | No | 9/1/18 | 9/22/21 | 105 | 15 | 5/18/22 | Student will graduate on 5/18/22. |
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**Attachment F: QUARTERLY REPORT OF EMPLOYEES BY PROGRAM/FUNCTIONAL AREA**

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| --- | --- | --- | --- | --- |
| **Semester/Quarter &Year** | **Program/Functional Area** | **Number of Full-time Faculty** | **Number of Part-time Faculty** | **Number of Administrative Staff** |
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**ADDITIONAL DOCUMENTS TO BE ATTACHED**

Board of Trustees Vote

Letter of Intent

Communications to Students

Budget

1. *® GI Bill® is a registered trademark of the U.S. Department of Veterans Affairs (VA). More information about education benefits offered by VA is available at the official U.S. government Web site at*[*https://benefits.va.gov/gibill/index.asp*](https://benefits.va.gov/gibill/index.asp)*.* [↑](#footnote-ref-1)