



# Free Community College Planning

Massachusetts Association of Community Colleges

October 2, 2023

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October 02, 2023

Nate Mackinnon  
Executive Director  
Massachusetts Association of Community Colleges  
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**Re: Free Community College Planning**

Dear Nate Mackinnon:

Huron is excited to respond to the Request for Proposal (RFP) issued by the Massachusetts Association of Community Colleges (“MACC” or “the Association”) for the exploration of the feasibility and strategies related to implementing a free community college program (i.e., Promise Program) in Massachusetts. By “free” college program, we are considering a program that has 1) a central goal of increasing higher education attainment; 2) a financial award beyond existing federal and state aid to offset the costs of college; and 3) a “place-based” student eligibility requirement (e.g., living in a designated city, attending a specified school) in addition to, or in lieu of, academic or need-based criteria.

Our firm is poised to be your trusted advisor in this endeavor, offering a tailored approach to address the four key objectives outlined by the Association:

**Assessing the Higher Education Landscape:** We will conduct a comprehensive analysis of the current higher education landscape in Massachusetts and nationally, evaluating the potential impact of implementing free community college on access to higher education, workforce development, and economic growth.

**Designing Financial Models:** We will identify and develop potential financial models to create and sustain a free community college program in Massachusetts, ensuring a holistic view of financial implications and benefits, net of anticipated costs.

**Addressing Administrative and Logistical Needs:** Our team will evaluate the administrative and logistical requirements for successful implementation, drawing on our extensive experience working with community college systems nationwide.

**Providing Actionable Recommendations:** We will deliver a range of recommendations that encompass cost considerations, associated policy and regulatory changes, and anticipated outcomes and impacts.

Huron understands that the MACC currently has a substantial promise program in place – MassReconnect – and that other programs exist across the state (e.g., MASSGrant, MASSGrant Plus, John and Abigail Adams Scholarship, and locally based programs). The

MACC's commitment to increasing higher education attainment aligns seamlessly with the goals of these Promise Programs. These programs have demonstrated the potential to advance higher education access and workforce development, while also leading to direct (i.e., enhanced tax revenues) and indirect benefits (e.g., real estate values, healthcare, childcare) that far exceed their costs. That being said, these are complex endeavors, and we believe our firm's experience and network – internally and externally – uniquely positions us to guide MACC in this transformative journey.

**Huron has a rich history of collaboration with community college systems across the country.** Huron has extensive experience supporting state systems and multi-campus institutions across the US, having worked with state and community college systems in Kentucky, Arkansas, Tennessee, Georgia, New Hampshire, Maryland, Wisconsin, Minnesota, California, Texas, Idaho, Montana, and Maine.

**Huron has an extensive network of clients and trusted advisors who have successfully implemented similar initiatives.** Huron's clients include thought leaders who have implemented system-wide promise programs and leaders who understand Massachusetts' postsecondary landscape. We can bring these thought leaders directly to MACC leadership for insights into the road ahead.

**Huron has a dedicated local team to ensure comprehensive support at both a strategic and ground level.** Huron's team in Boston and Massachusetts more broadly includes individuals poised to support the MACC immediately and in-person, where appropriate, which will allow for more vibrant conversations and project outputs all within a cost-effective structure.

We are excited about the prospect of partnering with the MACC on this critical initiative and look forward to the opportunity to contribute to the advancement of higher education in Massachusetts. Please feel free to reach out to discuss how our team can best serve your needs.

Thank you for considering our proposal. We eagerly anticipate the opportunity to collaborate and make a lasting impact on the future of higher education in the state.

Sincerely,

Peter Stokes

Managing Director  
Huron Consulting Services LLC  
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# Approach

## Solution Overview

Our methodology presents a dynamic and collaborative approach, setting us apart as the ideal partner for the Massachusetts Association of Community Colleges (MACC) in its mission evaluation and anticipated implementation of a free community college program. Our approach can be summarized in four key phases:

**Phase 1 | Market Research:** The project begins with an extensive review of academic literature, government reports, and statistical data to comprehend the landscape of public higher education and the nuances of Promise Programs across the nation. This examination extends to exploring enrollment trends, demographic shifts, and workforce indicators, supplemented by qualitative insights gathered from key stakeholders. Our objective is to translate existing research and data into a clear understanding of the market, considering the potential impact on enrollments, finances, capacity, and other characteristics within the unique context of MACC institutions. This research forms the bedrock upon which our recommendations are built.

**Phase 2 | Financial Analysis:** Concurrently, our financial analysis will encompass a comprehensive costing model for the free community college program that factors in various policy design aspects and funding mechanisms. We plan on delving into the intricacies of program design, such as merit-based or need-based criteria and residency requirements, to map out the financial implications. Our financial models, informed by best practices and tailored to the Massachusetts context, simulate different funding scenarios, and assess their long-term sustainability. The goal is to provide MACC with a clear understanding of the financial trade-offs and the impact of key design choices.

**Phase 3 | Implementation Planning & Support:** Our multi-faceted approach extends into Phase 3, where we work closely with MACC to strategically define program goals and operational details. We conduct analyses of organizational models, technology infrastructure, and engage with community college stakeholders to gather qualitative insights into their specific needs and concerns. Weaving this detail in with lessons learned from our client base sets the stage for building comprehensive implementation plans. Additionally, we emphasize the significance of clear communication strategies and individualized stakeholder engagement. This phase begins ahead of the initial report out and extends throughout the engagement.

**Phase 4 | Reporting & Recommendations:** Our methodology is iterative and adaptive, with actionable reporting & recommendations woven throughout all phases of the engagement. We maintain open and frequent communication, both formal and informal, with MACC and its stakeholders. The MACC has already identified two formal report outs to coincide with key project milestone. We anticipate the initial draft report, due on December 15, to provide key decisions to inform the final report, due on April 30, which will provide clear, actionable recommendations along with detailed cost and benefit projections for various program

options. Beyond these formal report outs, we anticipate engaging with key stakeholders directly through tailored presentations. This approach guarantees that findings and recommendations are continuously validated and refined, positioning us to deliver a robust and actionable plan for the MACC.

At Huron, we see ourselves as implementation partners in addition to thought leaders. Our differentiated approach is characterized by its comprehensive research and financial rigor as well as its proactive implementation planning and continuous engagement. We are committed to delivering a transformative roadmap for free community college, grounded in data, expertise, and a deep understanding of the Massachusetts landscape and believe we are uniquely equipped to support the MAAC in achieving its visionary goals.

## Methodology

### Phase 1: Market Research

To assess the landscape of public higher education in the context of the MACC's free college program, we will begin with a thorough review of academic literature, governmental reports, and available statistical data. We will explore the continuum of Promise Programs that exist throughout the country, highlighting various policy design aspects such as the merit, need, or residency-based requirements, as well as the timing and administration of awards (e.g., first vs. last dollar).

Simultaneously we will investigate enrollment trends, demographic shifts, and economic indicators affecting community colleges in Massachusetts and across the nation. This will be supplemented with interviews of key stakeholders across the MACC and our network of clients to gather qualitative insights into the current challenges, opportunities, and lessons learned.

Huron understands that enrollment across the system is down from pre-pandemic levels. We seek to identify the causes of this decline and opportunities for recovery on an institutional and regional level. Existing academic research has demonstrated the material impact that Promise Programs can have on increasing enrollment but it also suggests that these impacts are not equally distributed amongst populations. Concurrently, Huron understands many of the reasons for declining community college enrollments, such as higher minimum wages and demographic demand declines. Applying this research to the unique context of MACC institutions and the students they serve will inform a clearer picture of the potential impact that implementing free community college might have.

Huron also understands that the state of Massachusetts is expected to experience a 20% increase in job growth by 2031 across all educational attainment levels according to Emsi Lightcast reports. More notably, Massachusetts is projected to see a 20% increase in job growth for occupations requiring an associate degree, many of which are found in health, management, and technology sectors. Throughout this phase, we will assess broader economic and workforce development context, examining the market demands of local, regional, and national industries, and the potential for community colleges to meet those

needs. The combination of quantitative and qualitative data will enable us to develop a nuanced understanding of the existing landscape.

An initial draft of this assessment will be prepared ahead of the December 15, 2023, report out. Further analysis and refinement will be conducted based on feedback from the project sponsors.

## **Phase 2: Financial Analysis**

Our financial analysis will comprise several key steps and will take place concurrently with our Market Research. The Huron team will start by creating a costing model for the proposed free community college program. With assumptions built around enrollment projections, the team will work to break down expenses into categories such as tuition waivers, staffing, facilities, technology, and support services, and include sensitivity analysis for the impact of key policy decisions around program design.

This approach will provide a clear understanding of the financial implications and trade-offs associated with different design and funding models. For example, setting merit, need, or residency-based requirements will change the eligible population but may also change the incremental effect on enrollment. Working with MACC leadership to discuss and model key design points such as first-dollar vs last-dollar support, residency requirements before application and after graduation, and open study or high-demand specific fields of study are decision points that will shape the free tuition program funding model.

With a foundational understanding of the program design and subsequent costing, we will work with MACC leadership to model potential revenue sources, such as state funding, federal grants, philanthropic donations, and public-private partnerships. These models will incorporate best practices, benchmarks, and best fit for Massachusetts from similar models across the country, simulating different funding scenarios and assessing their impact on program sustainability over time. Sensitivity analyses will be conducted to account for varying enrollment rates, economic fluctuations, and policy changes.

If of interest, Huron can also explore innovative financial mechanisms, such as income-sharing agreements or private sector endowments, to enhance program sustainability. The financial analysis will be a dynamic process, continuously refined as new data becomes available and as program parameters evolve.

An initial draft of this assessment will be prepared ahead of the December 15, 2023 report out. Further analysis and refinement will be conducted based on feedback from the project sponsors, but Huron hopes that this meeting will serve as an important milestone for providing guiding principles on where to focus further analysis.

## **Phase 3: Implementation Planning & Support**

The success of implementing a free community college program hinges on efficient logistics and administration. As such this Phase is anticipated to begin ahead of the initial report out and continue as the MACC and Huron collectively define the program goals and accompanying details.

To begin, Huron will conduct a comprehensive organizational analysis of the current community college system, examining staffing levels, skills, and roles. Huron has proprietary tools to assess administrative staff activities to understand the scale, distribution, and fragmentation of work that exists across the Association. This will inform recommendations on staffing requirements for the proposed program as well as opportunities for better coordination and collaboration across institutions.

In addition to the administrative structures, we will assess the technology infrastructure, financial aid, and enrollment systems, identifying areas for improvement and modernization. Simultaneously, we will engage with community college administrators, faculty, and students to understand their specific needs and concerns regarding program implementation, offering a qualitative view to the quantitative analysis we typically conduct. This holistic approach will ensure that the logistical requirements are tailored to the unique context of Massachusetts and are aligned with the educational mission of the community colleges.

This work will take place ahead of the December 15 report out, to complete an initial “Capacity Assessment” that will identify operational strengths, weaknesses, opportunities, and considerations for future implementation. This analysis will consider application, enrollment, and registration procedures directly relevant to implementing a free community college program but will also capture the broader operational factors necessary for successful execution, such as the people, processes, technology, and facilities incumbent. This report will serve as a foundation for ongoing conversations with MACC and governmental stakeholders on the successful implementation of the free community college program.

We recognize the importance of individualized stakeholder engagement. To build a more thorough understanding of the current climate and unique context within Massachusetts, we will conduct one-on-one meetings with educators, students, community leaders, policymakers, and other relevant parties that the MACC has identified. Additionally, as part of our commitment to best practices, we are prepared to facilitate learning opportunities beyond state borders. This may include arranging visits to states that have successfully implemented models of free community college, allowing key MACC leaders to gain insights and best practices from their counterparts. This knowledge exchange will be invaluable in refining the implementation plan to suit the local landscape effectively.

From there, the Huron team will take its analysis and feedback from the working group to build out implementation plans. This phase of logistics and implementation planning, extends beyond best practice design, but includes change management considerations for successful implementation. An implementation roadmap will be delivered with the final report out containing detailed communication plans and proven change leadership strategies tailored to the unique needs of the Association, its campuses, and the other stakeholders that must be considered.

Our approach in this phase is grounded in proactive communication, stakeholder involvement, and continuous learning, ensuring that the logistics and implementation of the

free community college program are not only efficient but also reflective of the diverse needs and aspirations of the Massachusetts community.

#### **Phase 4: Reporting & Recommendations**

Phase 4 is woven throughout the entire course of our engagement to ensure that findings and recommendations are continuously validated and refined in collaboration with MACC and its stakeholders. Our approach centers on open and frequent communication, both formal and informal, to maintain alignment and to facilitate a dynamic, responsive process.

Formal report outs are scheduled to coincide with key project milestones. In the initial draft, due on December 15, we will prepare a comprehensive report detailing the findings of the objectives set forth in the earlier phases. This report will serve as a foundation for discussions and decision-making.

As we move forward to the final report, due on April 30, we will provide a clear and actionable menu of recommendations for the implementation of a free community college program. This will include detailed cost projections for various options, enabling MACC to make informed decisions regarding funding mechanisms and sustainability strategies.

In addition to these formal report outs, we have proposed bi-weekly meetings with the working group to validate findings and inform project direction. Our approach also includes presentations to key stakeholders, including government officials, education leaders, and community members. These presentations are opportunities to engage stakeholders directly, ensuring that the findings and recommendations are effectively communicated and understood. These engagements will be tailored to the unique needs and interests of each stakeholder group.

We are confident that our approach, with its emphasis on collaboration and responsiveness, positions us to deliver a robust and actionable plan for the successful implementation of a free community college program in Massachusetts.

## **Anticipated Deliverables**

### **Phase 1 | Market Research**

The deliverables for this phase will include a detailed market analysis report highlighting key findings on the state of higher education, workforce development, and economic growth in the context of the Massachusetts Association of Community Colleges (MACC), with a focus on enrollment trends, demographic shifts, policy design aspects, and the potential impact of implementing free community college, incorporating both quantitative and qualitative data.

### **Phase 2 | Financial Analysis**

The deliverables for this phase will include a comprehensive financial feasibility study, providing detailed cost projections and revenue source models, offering insights into the financial implications of different program design and funding models, and accounting for key variables like enrollment projections and policy decisions. This analysis will be dynamic, continuously refined to ensure relevance as new data becomes available and program parameters evolve, with an initial draft presented ahead of the December 15, 2023 report out.

With the Final Report delivered on April 30, 2024, Huron will finalize all assumptions and documentation to hand over models and supporting analysis to the MACC leadership.

### **Phase 3 | Implementation Planning & Support**

The deliverables for this phase include a Capacity Assessment that identifies operational strengths, weaknesses, opportunities, and implementation considerations. Additionally, it includes individualized stakeholder engagement, one-on-one meetings with relevant parties, and opportunities for knowledge exchange with states that have successfully implemented similar programs. The phase culminates in detailed implementation plans, incorporating change leadership strategies and clear communication plans.

### **Phase 4 | Reporting & Recommendations**

Phase 4 culminates the extensive work conducted throughout the engagement into one final comprehensive report. This report consolidates findings, actionable recommendations, financial models, and policy frameworks developed over the project's duration, serving as the definitive guide for the successful implementation of the free community college program in Massachusetts.

## Engagement Plan and Timeline

Based on the information shared in this RFP, we anticipate the project will last 10 months, as depicted in the illustrative timeline on the following page. This may be subject to change based on the time of the award. The project is anticipated to commence in mid-October, providing ample time to align our work with MACC's objectives. Our commitment to continuous communication, comprehensive reporting, and stakeholder engagement ensures that the implementation plan is not only well-informed but also embraced by all parties involved.

As part of our commitment to client engagement, the Huron team encourages frequent touchpoints with the client working group outside of formal report outs. These interactions are instrumental in sharing initial hypotheses, validating findings, and incorporating real-time feedback. This collaborative approach ensures that our recommendations remain tailored to the evolving needs and priorities of MACC and its stakeholders.

# Illustrative Timeline

Activities	October	November	December	January	February	March	April	May	June	July
<b>Market Research</b>										
Conduct Market Scan	█	█								
Develop State Level Analyses		█	█							
Build Initial Report		█	█	█	█					
Refine Report and Analyses			█	█	█	█				
<b>Financial Analysis</b>										
Develop Program Costing Model	█	█	█							
Review Funding Options		█	█	█						
Build Initial Report		█	█	█	█					
Refine Report and Analyses			█	█	█	█				
<b>Implementation Planning &amp; Support</b>										
Conduct Capacity Analysis			█	█	█	█				
Communication Planning			█	█	█	█	█			
Build Implementation Roadmap				█	█	█	█	█		
PMO Mobilization							█	█	█	█
<b>Reporting and Recommendations</b>										
Project Kickoff	█									
Initial Draft Report				█						
Final Draft Report							█			
Ongoing Socialization									█	
Working Group Meetings		█	█	█		█	█	█	█	█

# Project Team

The Huron team members for this engagement have the experience, expertise, and skill sets needed to achieve your objectives. Key members of our project team and their qualifications and experience with similar engagements are outlined below.

Project staffing is dependent on the timing of the engagement. If the individuals below are unavailable at the engagement's start, we ensure an expert with equal or higher qualifications will take their place.

Leading up to the final report out on April 30, 2024, the project manager and two project consultants will be full-time, ensuring focused attention on the project's objectives. Beyond this, as responsibilities transition to the client, our project manager will lead a PMO mobilization effort, ensuring a seamless handover and continued support for the Massachusetts Association of Community Colleges (MACC) as the working group engages in socialization of the findings and operationalization of the initiative. Our staffing approach reflects our commitment to delivering the highest quality results and facilitating a successful implementation process.

<b>Project Role</b>	<b>Description of Role</b>
Managing Director	The engagement Managing Director, Peter Stokes, will provide extensive subject matter expertise on to inform analysis and implementation considerations.
Director	The engagement Director also provides extensive subject matter expertise, while also provides strategic direction to the engagement team and ensures the quality of project deliverables.
Manager	The engagement Manager conducts and oversees the day-to-day project tasks and ensures project progress and adherence to timelines, working closely with the project Managing Director, Director and Subject Matter Experts.
Project Consultants	Project Consultants are the Associates and Analysts on the project that support the engagement leadership team in gathering data, conducting analysis and research, and developing reports.
Subject Matter Experts	Huron will at times call on additional senior leaders and advisors as subject matter experts to ensure opportunities are fully identified, vetted and actionable.



# Peter Stokes

## MANAGING DIRECTOR

617-226-5507

pstokes@hcg.com

Peter Stokes will serve as your Client Services Executive. He ensures we are meeting your strategic objectives and is accountable for the quality of our services, overall project direction, and results. Peter is a Managing Director in Huron's Education and Life Sciences Strategy & Operations (S&O) group, focusing on strategic planning and student success. Over a 20-year career, he has worked with presidents, provosts, deans, and other senior institutional leaders at a diverse array of public and private institutions across the U.S. as they have sought to reach new audiences, develop innovative curricular models at both the undergraduate and graduate levels, support the work readiness of their graduates, and engage more meaningfully with their alumni and employer partners. He is the author of *Higher Education and Employability: New Models for Integrating Study and Work* (Harvard Education Press, 2015) and a contributor to *Reinventing Higher Education: The Promise of Innovation* (Harvard Education Press, 2011, edited by Wildavsky, Kelly, and Carey), among other publications.

## PROFESSIONAL EXPERIENCE

Prior to joining Huron in 2014, Peter served as the Vice President for Global Strategy and Business Development in the President's Office at Northeastern University, where he also previously served as the Executive Director for Postsecondary Innovation within the College of Professional Studies. Peter also held the position of Executive Director within the higher education practice at Russell Reynold Associates, a global executive search firm, and served at Executive Vice President and Chief Research Officer at Eduventures, a higher education research firm. He has also served as a research analyst in the IT industry, and has been a lecturer, visiting lecturer, and part-time lecturer, respectively, at Tufts University, the Massachusetts College of Art, and Northeastern University.

## SIGNATURE ENGAGEMENTS

- Assisting colleges and universities in defining institutional strategy, improving competitive positioning, launching new degree and non-degree programs, expanding geographic reach and presence, designing new delivery models, selecting technology solutions, improving assessment practices, demonstrating institutional effectiveness, conducting campaign feasibility analyses, and more
- Supporting federal and state agencies in the development of education policy

## EDUCATION AND CERTIFICATIONS

- Ph.D. in English Literature, Stony Brook University
- B.A. in English Literature, Stony Brook University

## PROFESSIONAL ASSOCIATIONS

- U.S. Department of Education, Advisory Committee on Student Financial Assistance, 2011
- Massachusetts Commonwealth Readiness Commission, 2008
- Council for Higher Education Accreditation Tenth Anniversary Commission, 2007
- U.S. Department of Education, consultant to the Spellings Commission on the Future of Higher Education, 2005

## PUBLICATIONS/SPEAKING ENGAGEMENTS

Peter is a frequent speaker at conferences and events hosted by organizations such as the American Council on Education (ACE), the American Association of Colleges for Teacher Education (AACTE), the Council for Higher Education Accreditation (CHEA), the National Association of College and University Business Officers (NACUBO), the New England Board of Higher Education (NEBHE), the Presidents' Forum, the Online Learning Consortium, SXSWedu, the University Professional and Continuing Education Association (UPCEA), the Texas Higher Education Coordinating Board, and numerous others.



# Robert Spencer

**PRINCIPAL**

**615-308-8204**

**rspencer@hcg.com**

Robert Spencer assists clients through strategic financial planning, higher education consolidation initiatives, financial assessments, financial reporting, budget modeling, administrative operations, and budget redesign initiatives. Robert has led several strategic financial planning and due diligence engagements related to higher education mergers, acquisitions, and other reorganizational activity. He has extensive experience working directly with board of trust members, presidents, and chief financial officers to establish priorities, develop and implement strategic plans, and create meaningful transparency of university finances.

## PROFESSIONAL EXPERIENCE

Robert joined Huron in 2013 and has since led engagements with more than 40 higher education clients. Prior to joining Huron, Robert served as the assistant vice chancellor for treasury at Vanderbilt University, where he and his team developed exemplary operations for cash and debt portfolio management. Robert's responsibilities also included external financial reporting, capital budget planning, and payroll for the university and medical center during his tenure at Vanderbilt. Prior to his career in higher education, Robert earned his CPA license as an auditor with Deloitte.

## SIGNATURE ENGAGEMENTS

- Performed due diligence and transaction support for a public university's acquisition of a large, online for-profit university.
- Led due diligence for a public university system acquisition of a small private university.
- Coordinated due diligence for a private not-for-profit university's evaluation of an acquis.
- Led an engagement with a private university exploring growth and diversification strategies through mergers and acquisitions.
- Led multiple engagements with a large public university in California to perform a financial assessment, develop fund balance reporting and monitoring, establish new internal and external financial reporting, implement internal financial reporting technologies, develop position control processes, and support other financial management initiatives.
- Facilitated a financial assessment of mid-sized regional state universities for a state auditor's office.
- Served for nearly one year as the interim vice president for finance and administration at a private university undergoing tumultuous changes related to its financial structure.
- Performed multiple financial assessments for university leaders and boards of trustees.
- Led multiple operational review consulting engagements at universities to identify cost saving opportunities.

## EDUCATION AND CERTIFICATIONS

- Master of Business Administration, Finance, Vanderbilt University, Nashville, Tennessee
- Bachelor of Business Administration, Accounting, Texas A&M University, College Station, Texas
- Certified Public Accountant (CPA), Texas

## PUBLICATIONS / SPEAKING ENGAGEMENTS

- Facilitator of the Association of Governing Boards (AGB) Council of Finance Committee Chairs
- Commentaries at hcg.com regarding higher education mergers and acquisitions
- Presenter for 2017 leadership webinar series by the American Council on Education and Huron
- Co-author of 2017 Huron commentary on the U.S. tax reform's impact on higher education
- Panelist at the 2016 National Federation of Municipal Analysts Advanced Seminar on Higher Education



# Rosemaria (Rose) Martinelli

**PRINCIPAL**  
**773-391-3925**  
**rmartinelli@hcg.com**

With more than two decades of higher education leadership experience, Rose advises higher education leaders on complex strategic projects that enable institutions to meet the needs of their faculty, staff, and students in a rapidly changing world. She focuses her work on developing a shared understanding among diverse campus stakeholders regarding the challenges and opportunities that confront our institutions. Rose brings a collaborative, evidence-based approach to assisting and supporting leaders in successfully navigating change within the context of their missions.

## PROFESSIONAL EXPERIENCE

Prior to rejoining Huron, Rose served as vice president for strategic initiatives at Stony Brook University. Before that, she held the role of chief of staff to the executive vice president and provost at The University of Texas at Austin. Previously, she served as senior director at Huron and in leadership positions at The University of Chicago and the University of Pennsylvania.

## SIGNATURE ENGAGEMENTS

- Led a strategic budget initiative for a public research university in New York, designed to engage the campus community to optimize opportunities for new revenue, reduce expenses, and streamline common processes. More than 300 faculty and staff members were engaged in the project, which identified \$15 million in savings and millions of dollars in new resource opportunities.
- Led the consolidation of two separate student support services from two public educational institutions into the formation of a single public research university with multiple campuses, designing and implementing a one-stop service center with multiple hubs to support a diverse and dispersed student body.
- Managed cross-campus initiatives at a public research university in Texas, including converting the campus to online learning over three weeks due to COVID-19; improving data management, systems, and governance; revising sexual misconduct policies and practices; and analyzing and developing pathways to address challenges regarding graduate student compensation, enhancing financial aid and student success efforts, and convening groups to update campus policies.

## EDUCATION AND CERTIFICATIONS

- Bachelor of Arts, Music Performance, Northwestern University
- Master of Arts, Opera Performance, Northwestern University
- Master of Business Administration, Chicago Booth, University of Chicago

## CIVIC INVOLVEMENT

- Rose is a founding and current board member of the Forté Foundation.



# Nicholas Kozlov

**DIRECTOR**

**617-797-2506**

**nakozlov@hcg.com**

With over a decade of experience in the education sector, Nick possesses a diverse background, encompassing consulting, investment, and operational expertise. During his eight-year tenure with Huron, he has spearheaded a multitude of projects, spanning strategic reviews, financial margin enhancement initiatives, and the redesign of organizational and operating models. Nick has cultivated close relationships with institutional leaders, including provosts, CFOs, presidents, and governing boards. His work centers on shaping higher education policy and strategy through fostering innovation and sustainable growth among clients. Nick excels in delivering pragmatic solutions that navigate environmental challenges and leverage the distinctive opportunities available to each institution.

## PROFESSIONAL EXPERIENCE

Originally joining Huron in 2013, Nick returned in 2023 after taking time off to continue his education and explore various roles in the education sector. Nick held positions at Owl Ventures, a leading ed tech venture capital fund, where supported a senior investor across the venture capital lifecycle (e.g., sourcing, diligence, negotiation), focusing on early-stage startups in the post-secondary education and workforce development sectors. Additionally, he served as a Summer Associate with ETS Strategic Capital, where he evaluated and underwrote investment in an Indian higher ed platform and developed the social impact report for the firm's investment portfolio.

## SIGNATURE ENGAGEMENTS

- Led transformation and efficiency review across a young public college system (both 2 and 4-year) to identify near-term and aspirational opportunities for growth and effectiveness ranging from the technological infrastructure to academic program offerings
- Led financial impact task force for regional public university responding to COVID-19 to determine the extent of the financial impact, model scenarios for fall and spring enrollments, and identify mitigation strategies across academic, athletic, and administrative divisions
- Developed a financial model to forecast the financial statements at an elite public institution through developing baseline while allowing for activity level assumptions to model variable scenarios for revenue and expense drivers (e.g., enrollment, research, faculty hires, etc.)
- Led holistic operating model transformation at premier academic medical center that included redesigns of the budget model, organizational model, and governance model to increase efficiency and scale as the institution prepared to build multiple medical facilities
- Led initiative to identify margin improvement opportunities within the academic enterprise of a premier southern academic health system focusing on the institution's academic program offerings, its administrative support structures, and its institutional investment in research
- Led review of private Jesuit institution's graduate academic program portfolio to evaluate the financial performance of each program (tuition, discounts, instructional costs, program overhead) as well as non-financial performance indicators (selectivity, demand, labor indicators)

## EDUCATION AND CERTIFICATIONS

- Bachelor of Business Administration, Accounting, with Honors, University of Michigan
- Master of Business Administration, Finance, with Honors, University of Pennsylvania
- Master of Education Science, Education Policy, University of Pennsylvania



# Sean Gallagher

**DIRECTOR**  
**312-583-8700 x110111**  
**segallagher@hcg.com**

Sean Gallagher is an internationally recognized higher education expert with nearly 25 years of experience as a consultant, senior university administrator, and faculty member. Across his career, Sean pioneered the use of market research and analytics in higher education, and his work has focused on innovation and growth, digital strategy, and the intersection of learning and corporate talent practices. Sean is a frequent invited speaker at industry conferences, and his commentary and analysis has often been featured in leading media outlets such as The Chronicle of Higher Education and The Wall Street Journal. He is the author of hundreds of articles and research reports, as well as a book, The Future of University Credentials. Sean has served on advisory boards for non-profit organizations and NSF-funded research projects, and he has provided invited presentations or testimony to the Massachusetts Legislature, the U.S. Department of Education, and the White House.

## PROFESSIONAL EXPERIENCE

Prior to joining Huron, Sean worked for 14 years at Northeastern University as a senior administrator and research faculty member. As Chief Strategy Officer for Northeastern's Global Network, Sean built a central strategy function which included the institution's geographic expansion strategy and launch its first out-of-state campuses, in addition to many graduate degree programs and external partnerships. Sean later founded and led the Center for Future of Higher Education and Talent Strategy, which published several highly cited studies focusing on digital learning, education, and work.

Sean began his career at a research and consulting firm Eduventures, where he worked for a decade, advising executives at hundreds of public and private universities, education companies, and investment firms. He launched and led the company's groundbreaking coverage of the online education market in the early 2000s, playing a leading national role in defining and accurately forecasting the market's growth and evolution.

## SIGNATURE ENGAGEMENTS

- Served as a member of an executive team that grew enrollment 125% and generated more than \$200 million in new professional education revenue for the university over 5 years
- Oversaw the market development and launch of the university's first out-of-state campuses: this multi-year process spanned city selection, project management, academic portfolio development, regulatory approval, and executive recruiting
- Partnered with college deans, faculty, and staff to research, develop, and launch new degree offerings in disciplines including computer science, engineering, nursing, law, and analytics
- Led the successful national competitive win of 1 of 8 U.S. Department of Education "experimental sites" by developing a partnership between Northeastern and General Electric

## EDUCATION AND CERTIFICATIONS

- Doctor of Education (Ed.D.), Northeastern University
- M.B.A., New York Institute of Technology
- B.S., Northeastern University

## PUBLICATIONS/SPEAKING ENGAGEMENTS

- Credentials for a New Era of Work and Learning: New Directions for Community Colleges (Wiley, 2020)
- Digital Credentials and Talent Acquisition Tech: Closing the Data Gap Between Learning and Hiring, Northeastern University (2023)
- "The Pandemic Pushed Universities Online: the Change Was Long Overdue," HBR (2020)



# Melissa Long Shuter

## **DIRECTOR**

**312-583-8700 x801822**

**mshuter@hcg.com**

Melissa Long Shuter has over 35 years of higher education experience in shared services, human resources, change management, and general institutional operations (facilities, procurement, police, parking, planning design and construction, environmental health and safety, budgeting). Melissa's career has been focused on building effective and efficient solutions that leverage digital solutions and data to improve processes and compliance.

## PROFESSIONAL EXPERIENCE

Prior to joining Huron, Melissa was the Executive Director for Research Excellence at the University of Louisville, responsible to identify key opportunities and align budgets to support change. As the Executive Director of Operation Support Services/Business Operations, Melissa stood up a shared services organization ("Business Operations") focused on efficient transactional processing, improved customer service, and consistent data inputs in Human Resources, Procurement, Travel, Sponsored Programs, and general Finance. Melissa is frequently asked to speak/present nationally as an expert on shared services in higher education. While serving these roles, Melissa led the Workday HCM change management initiative focused on clear and consistent communications, project awareness, and training support. Melissa's university experience also includes serving as the Chief of Staff for Business Affairs, HR Manager for Compensation and Employment, and other administrative support positions.

## EDUCATION AND CERTIFICATIONS

- Master of Public Administration, University of Louisville
- Bachelor of Arts in Communication, University of Louisville

## PUBLICATIONS / SPEAKING ENGAGEMENTS

- Shared Services Center for Efficient Space Utilization, APPA Webinar, September 2022 and Society for College & University Planning Annual Conference, July 2022
- Data-Powered Customer Service in Higher Education, Campus Technology Webinar, May 2022
- Shared Services Models: An Opportunity for Efficiencies, Society for College & University Planning North Central Regional Conference, October 2021 and Southern Regional Conference, March 2021
- Workplaces and Remote Work: Higher Education Peer-to-Peer Roundtable Discussion, Insight Council, February 2021
- What does the Future of Work Look Like, Shared Services in Higher Education, October 2020
- Navigating our New Normal in Higher Education, Shared Services in Higher Ed, April 2020
- Fueling Customer Service in Higher Education with Data Confidence, Campus Technology Webcast, November 2019 and SOCAP Conference, April 2019
- Recruiting, Retaining and Retraining Talent, Shared Services in Higher Education, April 2019
- Share the Love: Establishing a Culture of Customer Excellence Within Your Services Organization to Meet the Need of Your Customers, Shared Services in Higher Ed, April 2019



# Gena Flynn

**MANAGER**

**734-276-4378**

**gflynn@hcg.com**

Drawing on twenty years of higher education experience, Gena has led departments focused on delivering excellence in student services, academic support, and diversity, equity, and inclusion. Her work centers on leading institutional and divisional efforts to formalize inclusion initiatives, codify processes, increase student retention and completion rates, develop staff, and improve fiscal solvency.

## PROFESSIONAL EXPERIENCE

Prior to joining Huron, Gena most recently served as Associate Dean for Student Affairs in the College of Education at University of Illinois Chicago. She has also previously served as the Director of Black Studies at Northern Illinois University, Director of Academic Support at North Central College, and, at the University of Michigan, as a Program Director in Academic Multicultural Initiatives and the inaugural Director of Inclusion in the School of Music, Theatre, & Dance, where she co-led the 5-year DEI strategic planning process. Gena has experience with academic program development and review, strategic planning, change management and departmental reorganization, campus-wide programming, and developing initiatives to positively impact student recruitment and retention. In addition to administrative experience, she has taught courses in Political Science, Sociology, and Higher Education at the undergraduate and graduate levels.

## SIGNATURE ENGAGEMENTS

- Performed an Academic Affairs functional assessment. Identified significant opportunities for improvement and proposed an improved organizational structure for a public, comprehensive institution experiencing significant growth and potential institutional reclassification.
- Assessed workplace culture for a college of business. Identified opportunities and crafted recommendations to align college processes, communications, and professional development to the institution's mission, vision, and values.
- Reimagined the campus-wide administrative operating model for a large midwestern, public, R1 university. Scope of the project included Budget, Data, Human Resources, Information Technology, Marketing and Communications, Procurement, and Space.

## EDUCATION AND CERTIFICATIONS

- Doctor of Education in Higher Ed. Leadership and Policy, Vanderbilt University, Nashville, TN
- Master of Arts in Political Science (ABD), University of Michigan, Ann Arbor, MI
- Bachelor of Arts in Political Science & African American Studies, DePaul University, Chicago, IL
- Certificate, University of Michigan Alumni MPact Diversity, Equity and Inclusion Program, University of Michigan, Ann Arbor, MI
- Certificate, Leadership Management, Lake Forest Graduate School of Management, Chicago, IL

## PROFESSIONAL ASSOCIATIONS

- Member, NASPA Student Affairs Administrators in Higher Education
- Member, Association for the Study of Higher Education
- Member, National College Advising Association (NACADA)
- Member, American College Personnel Association (ACPA)

# Client Experiences and References

We have outlined similar engagements, results, and references below. Additional references are available upon request.

Client	Relevance
<b>Houston Community College</b>	Houston Community College (HCC) engaged Huron in 2022 to conduct an academic and administrative resource assessment with the goal of identifying opportunities for operational improvement and financial efficiency. As a result of this engagement Huron built an enrollment projection model that allows HCC to present enrollment goals across student populations to its Board.
<b>Kansas State University</b>	Kansas State University (K-State) faced a steady drop in enrollment due to increased competition and declining college participation rates. Huron worked with K-State to tailor financial aid awarding strategies to break down organizational siloes and promote collaboration. The project led to accurate projections of total enrollment and gross tuition revenue generation by campus and college.
<b>University of Tennessee-Knoxville</b>	Campus leadership reinvested in the enrollment management office to bring in top talent and new ideas. Huron developed and implemented a comprehensive pricing and financial aid strategy that complemented its recruitment efforts. Currently, this institution is experiencing record growth in applications and is expecting substantial revenue and headcount growth.
<b>Tennessee Board of Regents</b>	Tennessee Board of Regents (TBR) engaged Huron to explore opportunities to improve system-wide efficiencies within its network of 13 two-year community colleges which were moving to create a comprehensive, statewide community college system in part due to the state's Tennessee Promise.
<b>University of Maine System Financial Aid</b>	University of Maine System moved to a single U.S. Department of Education's Office of Postsecondary education identification number. Huron accomplished this goal through a multi-phased system review that included a roadmap that outlined Financial Aid Operational Challenges and Requirements.
<b>University of Maine System Strategic Plan</b>	University of Maine System wanted to develop its first ever strategic plan to capitalize on its historic achievement of single system accreditation. Huron produced a data-driven plan that emphasized the System's market strengths, providing leadership an actionable plan for its future.

For the references below, in being cognizant and respectful of our client's busy schedules, we generally commit that we will help facilitate the scheduling of any reference calls. We do not participate in the calls, but if you choose to contact any of the references below, we kindly ask you to let our team coordinate an introduction.

# Houston Community College

## Academic and Administrative Resource Assessment

### Project Duration

August – December 2022

### Client Need

Houston Community College (HCC) engaged Huron in 2022 to conduct a twelve-week academic and administrative resource assessment with the goal of identifying opportunities for operational improvement and financial efficiency to help HCC realign its current resources closer to its future needs. HCC experienced large operational impacts from the pandemic including state appropriation declines and enrollment declines. HCC offers over 100 academic and workforce programs and is spread across six Colleges throughout the Houston metro, leading to a vast academic portfolio and academic support network.

### Huron Approach

Huron partnered with senior leadership at HCC and formed a Steering Committee charged with identifying key principles for opportunity identification and providing recommendations to the Chancellor's Executive Council. Huron worked with District leaders and a broad base of campus constituents to help identify 12 distinct opportunities focused on revenue enhancement, strategic academic portfolio management, and cost management. Analysis to inform academic opportunities included a comprehensive cost-to-educate model, stakeholder interviews, and comparison of cost drivers to recent enrollment trends across programs. Administrative analysis included student-to-staff ratio-based analysis comparing service levels across colleges, functional areas, and other administrative units, and relative to benchmarks. Huron also conducted a "spans & layers" analysis to visualize the managerial structure at HCC.

### Project Outcomes

Huron's analysis, evaluation framework that balanced impact and complexity of each opportunity, and facilitation of collaborative leadership meetings led HCC to seamlessly evaluate opportunities associated with faculty load dynamics and course releases, average courses sizes, operating hours of campus buildings, administrative reporting relationships and staff distribution across colleges and units, and cost and demand-based program changes. Ultimately, HCC's prioritized opportunities led to the identification of \$10M+ in potential savings and several changes that will likely enhance the quality of student experience and organizational effectiveness of HCC's comprehensive academic portfolio.

As a follow-up to this engagement Huron was engaged in a project extension to conduct market research. This project focused on examining projected trends in community college student demand and demographic trends in HCC's service area to assess the feasibility and distribution of projected enrollment growth across the HCC system. Huron is currently building an enrollment projection model that allows HCC to present enrollment goals across student populations to its Board for review and approval.

### Client Reference Information

Izzy Anderson  
Vice Chancellor and Chief Human Resources Officer  
Houston Community College District  
713-718-8570 - izzy.anderson@hccs.edu

# Kansas State University

## Data Insights Lay the Foundation for a Stronger Future

### Project Duration

January 2017 – Present

### Client Need

Kansas State University (K-State) faced a steady drop in enrollment due to increased competition and declining college participation rates. University leadership formed an internal team to review recruitment and retention metrics and processes to address the lower enrollment's adverse effect on the University's financial health. The team struggled to reach a consensus and was skeptical of initial research and recommendations, citing a lack of standardized analyses and regularly reported information. In addition, K-State's decentralized structure made transparent communication difficult, complicating any comprehensive transformation efforts undertaken at the institutional level, and sought a holistic strategy for enrollment management.

### Huron Approach

Huron's strategic enrollment experts and data analysts facilitated conversations with K-state leaders, determining that stabilizing in-state enrollment and growing out-of-state admission were top priorities that required developing a strategic plan for each market. Major initiatives included:

- Analyzing metrics to illustrate K-State's potential student population behavior, benchmarking against the University's competition, and creating predictive models to facilitate understanding price elasticity and yield nuances. The resulting data showed that out-of-state tuition and in-state financial aid specifically affected enrollment.
- Revising award criteria to reallocate financial aid for in-state students from a small subset of high achievers to a broader range of well-qualified students. Huron simultaneously deployed its change leadership team to help faculty, staff, and leaders across the institution manage these shifts and develop a unified vision for pricing and financial aid.
- Reorganizing the institution's enrollment and financial aid infrastructures to break down organizational siloes and promote collaboration. Project stakeholders determined that moving admissions, financial aid, and the registrar out of student life and into a newly formed division under the provost to align more closely with the schools and colleges would increase transparency and cooperation.

### Project Outcomes

The engagement resulted in:

- Deconstruction of siloed operations and a modernized collaborative structure.
- A refreshed strategic enrollment strategy and plan.
- Tailored financial aid awarding strategies, including redesigns in response to test-optional admissions, shifts in demographics, and growth in out-of-state applications.
- Accurate projections of total enrollment and gross tuition revenue generation by campus and college.

### Client Reference Information

Lynn Carlin  
Special Assistant to the Provost  
785-532-7434  
[Lcarlin@ksu.edu](mailto:Lcarlin@ksu.edu)

# University of Tennessee-Knoxville

## Analytics Services

### Project Duration

May 2019 – Present

### Client Need

Huron (initially as “Whiteboard”) partnered with this public flagship at an exciting moment in its development. Following years of stagnating enrollment, campus leadership reinvested in the enrollment management office to bring in top talent and new ideas. Two important needs arose: first, how to best identify target markets for growth, and second, how to develop a pricing strategy that was responsive to distinct market segments. Because this institution was being out-priced both by lower-tier public institutions within the state, and by public and private institutions out-of-state, they required a holistic overview of how they benchmarked against their competition in each geography, existing tuition-match agreements with different states, and how they targeted their merit and need-based financial aid.

### Huron Approach

Huron developed a series of analytic insights to help the enrollment management office understand the competitive landscape, and where to redirect their recruitment resources. This included benchmarking against a broad set of peer and competitor institutions. Additionally, Huron developed and implemented a comprehensive pricing and financial aid strategy that complements its recruitment efforts. This included an aggressive strategy to pursue out-of-state students and a balanced approach to in-state students to help the flagship retain its premier status. The rapid pace of change has also required detailed analytics to forecast the changing needs of the campus community (e.g., size of the aid budget, dorm availability, faculty, and staffing demands), which Huron has also provided.

### Project Outcomes

Currently, this institution is experiencing record growth in applications and is expecting substantial revenue and headcount growth. They have had multiple years with record-breaking enrollment, including growth from distant geographies.

### Client Reference Information

David L. Miller  
Senior Vice President and Chief Financial Officer  
865-974-9080  
[davidmiller@tennessee.edu](mailto:davidmiller@tennessee.edu)

# Tennessee Board of Regents

## Efficiency Assessment and Service Delivery Design

### Project Duration

March 2015 – November 2017

### Client Need

The Tennessee Board of Regents (TBR) system consists of 46 institutions with a combined annual enrollment of nearly 200,000 students. TBR engaged Huron to explore opportunities to improve system-wide efficiencies within its network of 13 two-year community colleges which were moving to create a comprehensive, statewide community college system in part due to the state's Tennessee Promise.

Huron was engaged to conduct a comprehensive assessment of all available efficiency options and, specifically, to explore administrative shared services due to the potential for significant administrative efficiencies and cost savings.

### Huron Approach

During the engagement, Huron conducted site visits at all 13 community colleges, as well as the TBR system office, leading interviews and focus groups with administrators and analyzing data provided by the institutions to fully understand the current state of collaboration across the system.

Huron made seven recommendations in the form of formal business cases for opportunities in which the community colleges could formally collaborate and capture efficiencies by consolidating services. Recommendations included the adoption of administrative shared services in IT, HR / Payroll, Business Affairs, and Enrollment Management Processing.

### Project Outcomes

A critical enabler for the establishment of shared services is a system migration from 13 individual instances of Banner ERP into a single instance. As a supplement to the seven formal business cases, Huron also provided TBR a detailed list of 46 lower-priority efficiency opportunities to reduce cost and/or enhance revenue.

Huron supported TBR in obtaining Board and Legislative support to implement the recommended shared service center model, which is estimated to reduce costs across the colleges by approximately \$10M annually. After helping TBR to secure funding to implement a single instance ERP, Huron served as the Program Manager for over a year, overseeing the effort to create a shared service model to serve Technical Institutions and Central Offices to reduce administrative spend and redirect funds into the mission of the institutions.

### Client Reference Information

Dale Sims  
Vice Chancellor for Business and Finance  
Tennessee Board of Regents  
615-366-3921  
Dale.Sims@tbr.edu

# University of Maine System

## Financial Aid OPEID Roadmap

### Project Duration

March 2021– July 2021

### Client Need

As the campuses of the University of Maine System (UMS) worked towards a unified accreditation the Department of Education (DoEd) requested that all campuses within the System operate under a single U.S. Department of Education's Office of Postsecondary Education identification number (OPEID) with two-digit suffix codes that uniquely identify each campus for financial aid processing within UMS. This project assessed and suggested an approach to obtain, manage, and process financial aid files in preparation for this transition. The team developed the future state approach to gather the perspective of each campus' Financial Aid team and other relevant stakeholders.

### Huron Approach

Huron accomplished this goal by deploying a five-phased approach to collaboratively analyze existing business processes and integrations using the OPEID, to identify potential impacts, and to formulate questions and assumptions for further clarification in a communication shared with the Department of Education.

**Phase 1: Kick Off** - Key stakeholders meeting aligned the team with the project purpose, key objectives, and overall project approach. The team also discussed and shared challenge areas, related themes, and opportunities for business process streamlining and improvement.

**Phase 2: Campus Meetings** - Meetings with the financial aid director and key support staff of each campus to develop and document a campus specific understanding of processes impacted by the OPEID change.

**Phase 3: Core Team Workshop** - The team conducted a workshop to review key project guiding principles, discuss foundational assumptions, discuss impacts of the new location suffix, confirm assumptions to be discussed with the Department of Education, and discuss configuration, timeline and resource requirements.

**Phase 4: Leadership Roadmap Review** - The team held conversations with other potentially impacted units (Student Records, Student Financials, Admissions, Institutional Research) and integrated feedback to share, review, and confirm the roadmap of system and organizational approach changes with the steering committee.

**Phase 5: Roadmap Confirmation & DoE Communication** - The team shared and confirmed the roadmap of system and organizational approach changes with core team leaders. Upon receiving feedback from the Department of Education, the team reviewed guidance, recommendations, confirmation of assumptions, and updated the roadmap accordingly.

### Project Outcomes

- Developed a detailed understanding of the Financial Aid Organizational Landscape related to all aspects of processing involving the OPEID.
- Analyzed the Core Impacted Business Processes and supporting configuration requirements.
- Supported the UMS Steering committee with the development of detailed single OPEID assumptions and context for the Department of Education's review and guidance.
- Developed an implementable roadmap outlining the scope and sequencing of a series of system and operational efforts to be addressed in the near-term. The roadmap includes critical dependencies, risk factors, timeline, resourcing, and a vision for aligned Financial Aid processing.

### Client Reference Information

Dannel Malloy  
Chancellor, University of Maine System  
15 Estabrook Drive  
Orono, ME 04469

# University of Maine System

## Strategic Plan Development

### Project Duration

January 2022 – May 2023

### Client Need

The University of Maine System (“UMS”), the largest education enterprise in the state, and the first in the nation to achieve a single system accreditation, sought the opportunity to develop a strategic plan to capitalize on its historic achievement. UMS had not written and implemented a full-scale strategic plan since 2004, and thus engaged Huron to design a data-driven and inclusive strategic planning process to align on a shared vision and plan to guide UMS over the next five years.

### Huron Approach

Huron partnered with System and university leadership to design and facilitate a strategic planning process to develop UMS’s new 5-year strategic plan. Huron assisted in the development of a planning framework and timeline, engagement of key internal and external stakeholders, and assessment of UMS’s market position in context of the changing higher education landscape. Huron collaborated with three working groups throughout the engagement that included system leadership, trustees, university presidents, faculty, and staff. Huron anchored the formation of a shared vision through the development of a robust and comprehensive Data Book, conducted a series of virtual and in-person interviews, and visited each university campus twice to maximize stakeholder engagement. Huron guided leadership through the process as they weighed stakeholder feedback, working group outputs, and supported the writing team to draft and iterate the strategic plan.

### Project Outcomes

Ultimately, UMS produced a comprehensive and actionable strategic plan entitled, University of Maine System Strategic Plan 2023-2028, Building a Foundation for our Future. The plan is built upon five core Commitments centered on enrollment and retention; financial sustainability; workforce development, economic and research advancement; justice, equity, diversity, and inclusion; and collaborative efforts across the system.

### Client Reference Information

Dannel Malloy  
Chancellor, University of Maine System  
15 Estabrook Drive  
Orono, ME 04469

# Total Price and Engagement Terms

Considering the anticipated scope and size of the engagement, and our strong desire to work with the Massachusetts Association of Community Colleges, our professional fees for this engagement are estimated at \$815,000, which includes the methodology described above and covers 10 months.

In addition to the fixed professional fees, a technology and security fee for data protection, cybersecurity, hosting, telecommunications and related support will be billed at 6% of the fees for professional services and invoiced as a separate item on all invoices.

As necessary and agreed upon, we will bill the MACC for reasonable, actual out-of-pocket expenses incurred for project team travel, including airfare, ground travel, lodging, and customary per diems. Expenses will not exceed 10% of gross fees.

We will work with the Massachusetts Association of Community Colleges to mutually agree upon a payment schedule. Huron recognizes that the MACC is pursuing an ambitious initiative that may span multiple years and we are happy to discuss what pricing, scope, and approach may best fit the needs of the Association given that goal.

# Terms and Conditions

Below, we have provided Huron's General Business Terms. We will negotiate in good faith to arrive at mutually agreeable terms if we are selected for this engagement.

This Professional Services Agreement ("Agreement") is entered into between Huron Consulting Services LLC ("Service Provider") and Massachusetts Association of Community Colleges ("Client") as of 10/2/2023 ("Effective Date"). The parties agree as follows:

**1. Services.** (a) Service Provider will provide the services, software, materials, and other items that are outlined in one or more Statements of Work (collectively, the "SOWs" or each, a "SOW") incorporating this Agreement by reference, as may be entered into from time to time by the parties named above and their Affiliates (collectively, "Services"). The term "Affiliates" will mean any entity under control of, controlling, or under common control with a party to this Agreement. The term "Statement of Work" will also include any project arrangement letters or engagement letters that incorporate this Agreement by reference.

(b) To the extent Service Provider assists in the preparation of a financial analysis, such analysis is solely for use by Client for Client's internal business purposes. Services are not designed, nor should they be relied upon, to disclose weaknesses in internal controls, financial statement errors, irregularities, illegal acts, or disclosure deficiencies. Any financial or other model that Service Provider creates as part of the Services will be unique to this engagement, based on specific circumstances and assumptions, and may not be appropriate for use when those circumstances and assumptions change. Financial analyses and similar Service Provider Materials may not be shared with any third party without Service Provider's

prior written consent and may be used only for those purposes expressly described in the corresponding SOW. Client shall not disclose the name of Service Provider or share the work product with any third party in connection with the sale of securities or in seeking or soliciting investors in the company or its ventures without Service Provider's prior written consent.

(c) Service Provider is not responsible for identifying Client's violations of laws or regulations.

**2. Intellectual Property Rights.** (a) By providing Service Provider copies of or access to Client Data in connection with a SOW, Client grants Service Provider the right to use and reproduce such Client Data for the sole, limited purpose of performing the Services under this Agreement; provided, that Client retains all ownership rights to such Client Data. For purposes of this Agreement, "Client Data" is broadly defined to include all proprietary data, content, or Confidential Information about Client that is provided to Service Provider for purposes of performing the Services under a particular SOW.

(b) By providing Client copies of or access to Service Provider Materials in connection with a SOW, Service Provider grants Client the right to use such Service Provider Materials for Client's own internal use for the purposes for which such Service Provider Materials are provided, subject to any scope limitations identified in the corresponding SOW; provided, that Service Provider retains all ownership rights to such Service Provider Materials. For purposes of this Agreement, the term "Service Provider Materials" is broadly defined to include anything Client receives from Service Provider or its agents in performance of the Services, including without limitation Service Provider's proprietary intellectual property and materials (whether or not registerable as a copyright, trademark, or patent), know-how, software (and any modifications, configurations, or enhancements thereof), and trade secrets, but specifically excluding any Client Data to the extent incorporated in the Service Provider Materials.

(c) The rights of use granted under this Section 2 specifically include the right to create derivative works; provided, that such derivative works are subject to the same ownership rights, limitations on scope and permitted purposes as applicable to the original work.

(d) Except as otherwise provided under Sections 10(d) and 11(b)(iv), the rights granted under this Section 2 will survive expiration or termination of the corresponding SOW.

**3. Fees.** (a) Client will pay Service Provider the fees and allowable incurred expenses within 30 days of receipt of an invoice. Such payment will be made via ACH, EHT, or check, in accordance with the terms of the applicable SOW.

(b) Client will pay all applicable sales, use, excise, value added, services, consumption and other taxes and duties associated with Client's receipt of the Services and Service Provider Materials, excluding taxes on Service Provider's income generally. Client will provide Service Provider with a copy of Client's certificate of tax exemption, if applicable.

(c) In the event Client requires Service Provider personnel to be physically located on site for a "long-term basis," as defined by the IRS, Client will pay an incremental additional fee in the amount required to gross up such personnel's income to ensure tax neutrality, or at Client's request, the parties can agree to substitute personnel as necessary and available.

(d) If Client requires Service Provider to contract with a third-party vendor to facilitate performance of this Agreement, Client will be responsible for all costs associated with such vendors, unless otherwise agreed by the parties in the corresponding SOW.

**4. Client Responsibilities.** (a) In order for Service Provider to perform the Services and provide the Service Provider Materials, Client is responsible for the following: (i) accommodating Service Provider with appropriate work space and customary facilities as needed for on-site Services; (ii) ensuring relevant personnel provide full and active support to Service Provider; (iii) providing accurate and complete information upon which Service Provider will rely; (iv) performing Client's own independent review of any third party vendors, services, products, and proposals; and (v) fulfilling such other responsibilities as may be set forth in the particular SOW.

(b) The activities, conclusions, strategies, suggestions, and recommendations that Service Provider develops and implements represent Service Provider's experienced judgment based on the information provided to Service Provider. Client acknowledges that Services are consultative in nature and are offered as suggestions subject to Client's approval. Client is responsible for, without limitation: (a) vetting any third party vendor introduced by Service Provider; Service Provider makes no endorsement of such vendor's services or products, (b) reviewing and approving all work suggested, provided, or undertaken by Service Provider, (c) verifying and determining whether to act on Service Provider's suggestions regarding Client's employees or contractors, and (d) using all Services provided by Service Provider in a manner consistent with all applicable requirements, rules, regulations and laws, including, if applicable, all payer requirements. Client will indemnify and hold harmless Service Provider for any third party claim relating to Client's responsibilities above.

**5. Warranty.** (a) Service Provider warrants that the Services will be performed with reasonable care in a diligent and competent manner consistent with industry standards. Should the Services not conform to this warranty, Client must notify Service Provider in writing, within ten (10) days after the Services are performed, specifying the non-conformance in detail. Service Provider will have a reasonable amount of time to correct the non-conformance based on its severity or complexity.

(b) If applicable to the Client receiving Services pursuant to a SOW, Service Provider warrants that neither it nor its personnel providing Services is excluded from any federally funded healthcare programs as provided in Sections 1128 and 1128A of the Social Security Act (42 U.S.C. 1320a-7a), including Medicare and Medicaid. Service Provider will notify Client promptly in the event Service Provider, or any of its personnel or agents performing Services for Client, becomes excluded from any federally funded healthcare programs.

(c) the warranty set forth in this section is service provider's only warranty concerning the services and any service provider materials and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability, non-infringement, or fitness for a particular purpose, or otherwise, all of which are hereby disclaimed. Service provider does not warrant and is not responsible for any third-party products or services that may be offered in conjunction with this agreement.

Client's sole and exclusive rights and remedies with respect to any third-party products or services are against the third party and not against service provider.

**6. Confidentiality.** (a) To fulfill the obligations hereunder, each party may have access to the other party's information and materials that are confidential and proprietary or should reasonably be considered confidential based on subject matter or circumstances of disclosure ("Confidential Information"). The parties agree that Confidential Information will be protected in a reasonable and appropriate manner and used only for the purposes it was provided or as otherwise permitted by the disclosing party.

(b) Service Provider may obtain Confidential Information of third parties in connection with Client's contracts with suppliers, manufacturers and other vendors. Service Provider will maintain the confidentiality of all third-party Confidential Information, use it in a reasonable and appropriate manner, and only to the extent necessary to perform its obligations in this Agreement.

(c) Confidential Information will only be disclosed to the parties' personnel with a need to know and will not be disclosed to third parties except in the event Service Provider engages a subcontractor to assist in performance of the Services and then only to the extent subcontractor agrees in writing to protect Confidential Information.

(d) All Confidential Information, whether original or subsequent copies, made available to one another must be returned or destroyed at the request of the disclosing party. However, the receiving party may retain one archival copy for recordkeeping or quality assurance purposes and will make no unauthorized use of such copy.

(e) The obligations in this Section will not apply to information to the extent it is: (i) publicly known; (ii) already known to the receiving party; (iii) lawfully disclosed by a third party; (iv) independently acquired or developed without use of Confidential Information of the other party; or (v) disclosed to taxing authorities or to representatives or advisors in connection with tax filings, regulatory oversight, claims, audits or litigation.

(f) Notwithstanding anything to the contrary above, if any judicial, legislative or administrative body requests or threatens to compel disclosure of Confidential Information, then unless otherwise legally prohibited, the receiving party will promptly notify the disclosing party and will comply with reasonable requests of the disclosing party (at disclosing party's expense) to assist disclosing party in obtaining a protective order and to prevent or minimize the disclosure of any Confidential Information. The receiving party may then disclose Confidential Information only if, and to the extent, required by law.

**7. Use of Client Provided Information.** (a) With regard to Client Data that is processed by Service Provider, Client and Service Provider will comply with all laws relating to the privacy and protection of personal information, personal data, and protected health information as applicable.

(b) To the extent Service Provider is deemed a "Business Associate" of Client in accordance with the Health Insurance Portability and Accountability Act ("HIPAA"), a Business Associate Agreement will set out the terms and conditions of the use and disclosure of Protected Health Information as defined by HIPAA.

(c) If required, a data processing agreement, data transfer agreement, or similar addenda will set out the terms and conditions of the processing of personal information/data.

(d) Service Provider may, pursuant to the following terms, perform data analytics on Client Data that is identifiable and non-identifiable.

(i) Data analytics performed on identifiable Client Data will be for Client's exclusive benefit (and not shared with any third party). Client hereby grants Service Provider a perpetual, irrevocable license to use the identifiable Client Data for such purposes.

(ii) For the enhancement of Services (e.g., benchmarking, insights, market trends) Client permits Service Provider to de-identify Client Data and aggregate the de-identified data with other Service Provider data sources. To the extent Client Data is aggregated and de-identified for the purposes of this Section, Service Provider will ensure that such data ("De-identified Data") is no longer considered Client Data, personal information, personal data, or Protected Health Information ("PHI") under applicable law.

(iii) Client acknowledges that Service Provider is the owner of De-identified Data, and that Service Provider may use De-identified Data for its business purposes. To the extent Client has any ownership rights in De-identified Data, Client hereby assigns to Service Provider all right, title and interest in such De-identified Data.

**8. Access to Billing Books and Records.** If applicable, each party will comply with the requirement of Section 1861(v)(1)(I) of the Social Security Act, as amended, and any written regulations pursuant thereto, governing the maintenance of documentation to verify the cost of Services rendered as follows: (i) Until the expiration of four (4) years after the furnishing of Services, Service Provider agrees to make available, upon written request of the Secretary of the U.S. Department of Health and Human Services, the U.S. Comptroller General, or to any of their duly authorized representatives, this Agreement, and our books, documents and records that are necessary to support the nature and extent of the costs incurred by Client in purchasing Services under this Agreement; (ii) if Service Provider subcontracts any duties arising from this Agreement with a value or cost of \$10,000 or more with a related party, such subcontract will contain a clause to the effect of the foregoing sentence; (iii) as used herein, "related party" includes any party employed or controlled by Service Provider, any party by whom Service Provider is employed or controlled, and any party with whom Service Provider develops a close association or affiliation. Service Provider will notify Client promptly of any requests received for access to information described in this Section and will consult with Client regarding the response to be made.

**9. Term and Termination.** (a) This Agreement will remain in effect until terminated as permitted by this Section 10 ("Term").

(b) A party may terminate this Agreement or a particular SOW early without cause upon ninety (90) days' advance written notice to the other party, or earlier if agreed by the parties.

(c) A party may terminate this Agreement or a particular SOW for cause if the other party materially breaches the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notification of such breach, or as otherwise agreed by the parties.

(d) The termination becomes effective on the last day of the advance notice period required above, or such other date as agreed by the parties (the "Termination Date").

**10. Effect of Termination.** (a) The terms of this Agreement will continue to govern any existing SOW(s) until such SOW is terminated or expires.

(b) If a SOW is terminated for convenience by either party, Client will pay Service Provider for all Services rendered, Service Provider Materials provided, expenses incurred, contingent fees earned (if applicable), termination fees (if applicable), or commitments made by Service Provider through the Termination Date in accordance with the SOW.

(c) If a SOW is terminated for cause by Client, Client will pay Service Provider for all conforming Services rendered, Service Provider Materials provided, and reasonable expenses incurred through the Termination Date in accordance with the SOW.

(d) If a SOW is terminated for cause by Service Provider, all rights granted to Client in such SOW for continued use of the Services and the Service Provider Materials under Section 2 will terminate as of the Termination Date.

(e) If a SOW expires or is terminated for any reason, all license rights or other rights granted to Client in such SOW for access to software or online resources will be extinguished contemporaneously with the termination unless other valid terms exist between Client and Service Provider governing such rights.

(f) The following rights and obligations expressly survive termination of this Agreement: (i) payment for Services rendered, (ii) confidentiality, (iii) indemnification, and (iv) any other provision intended by its express terms or by its nature and context to survive the Term of this Agreement.

**11. Indemnification.** (a) To the extent permitted by law, each party (each, an "Indemnifying Party") will defend, hold harmless and indemnify the other, its parent and affiliated companies and their respective officers, directors, employees, contractors, and agents (each, an "Indemnified Party") against any and all direct loss, liability, damage, or expense ("Claim"), including actual attorneys' fees reasonably incurred, for breach of confidentiality, injury or death of any person, and damage to real or tangible personal property of the Indemnified Party arising out of or in connection with willful misconduct or negligent acts or omissions of the Indemnifying Party's employees, contractors, or agents, regarding the performance of, receipt of, and use of, the Services provided. However, neither party will be indemnified for any Claim to the extent resulting from its own negligence or willful misconduct. The Indemnified Party will have the right to participate in the defense of any Claim at its own expense.

(b) To the extent permitted by law, each party will defend, indemnify, and hold harmless the Indemnified Party against any third-party claim arising from the Indemnifying Party's violation of any U.S. copyright, trademark, patent or other U.S. intellectual property rights, so long as the Indemnified Party gives the Indemnifying Party prompt written notice of such a claim. Client agrees to promptly notify Service Provider of any intellectual property rights infringement claim and, as Service Provider requests, Client will cooperate in the defense of such claim. For any claim that Service Provider Materials infringe a third party's U.S.

intellectual property right, Service Provider may, at its option, (i) modify such Service Provider Materials to cure the intellectual property right infringement; (ii) procure for Client the right to continue using the Service Provider Materials pursuant to this Agreement; (iii) provide an alternative means of offering the Service Provider Materials; or (iv) terminate access to the infringing Service Provider Materials until such claim is resolved.

(c) The parties acknowledge and agree that from time to time the parties may be subject to subpoenas or other legal requests for production as a result of the relationship created by this Agreement, including requests made in connection

with litigation or other dispute, governmental hearings or other administrative actions (the "Proceedings"). In such event, the party subject to such Proceedings shall indemnify, defend, and hold harmless the other with respect to all costs incurred and claims resulting from the Indemnified Party's response to or compliance with any such subpoena or document request.

**12. Limitation of Liability.** A. Neither party shall be liable to the other for any type of damages for any and all claims, in aggregate, in excess of the amount of service provider's fees under the applicable sow from which the cause of action arose.

B. Neither party shall be liable to the other for any punitive or exemplary damages or loss, or any lost profits, savings or business opportunity, special, consequential, incidental, or indirect damages.

**13. Equitable Relief.** Service Provider is entitled to equitable relief, including without limitation, injunctive relief and specific performance, in the event of a breach or threatened breach of the confidentiality obligations and licenses granted to Client in this Agreement and its attachments or SOWs. Service Provider may seek equitable relief in addition to all other remedies available at law or in equity without the requirement to prove actual damages.

**14. Force Majeure.** (a) Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for payment obligations) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of such party ("Force Majeure Event").

(b) Upon occurrence of a Force Majeure Event, the non-performing party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long that party expects it to last. During a Force Majeure Event, the nonperforming party will use reasonable efforts to limit damages to the performing party and to resume its performance under this Agreement.

**15. Suspension.** Service Provider reserves the right to suspend Services in the event of non-payment, breach of rights to use Service Provider Materials or confidentiality obligation, or other material breach. In the event of suspension, Service Provider will not be liable for any resulting loss, damage, or expense connected with such suspension. Service Provider will continue to comply with the applicable Business Associate Agreement during any suspension.

**16. Non-Solicitation.** Client recognizes that Service Provider's personnel have access to Service Provider's trade secrets and proprietary information and are crucial and necessary to the completion of the project for the Client. During the term of the corresponding SOW, and for a period of one year following its expiration or termination, Client will not directly or indirectly solicit, employ, or otherwise engage a person who participated in the Services under the corresponding SOW on behalf of Service Provider; provided, that this restriction shall not apply to any general solicitation for employees (such as general newspaper advertisements, employment agency referrals and Internet postings not targeting any such persons), and Client shall not be restricted in hiring any such person who responds to any such general solicitation.

**17. No Relationship, Limited Authority.** (a) Nothing in this Agreement creates any special relationship between the parties, such as a partnership, joint venture, franchise, or employee/employer relationship.

(b) Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner. However, if it is appropriate in the provision of Services that Service Provider review and analyze confidential information of a third party related to contracts between Client and its suppliers, manufacturers or other vendors, Client hereby designates Service Provider as its representative and agent as necessary for such limited purpose.

**18. Client Policies.** If Service Provider personnel are required to comply with Client policies, and Service Provider's policies conflict with Client policies, the parties will work to determine an appropriate solution to ensure that Service Provider's personnel will not be subject to conflicting policies.

**19. Personnel.** Service Provider retains the right to assign and reassign its personnel, as appropriate, to perform the Services.

**20. Reference.** Client agrees that Service Provider may refer to Client as a recipient of the Services.

**21. Foreign Taxes.** (a) If Client is required by the laws of any foreign tax jurisdiction to withhold income or profit taxes from payment to Service Provider, then the amount payable by Client upon which the withholding is based, will be paid to Service Provider net of such withholding. Client will pay any such withholding to the applicable tax authority.

(b) However, if after 120 days of the withholding, Client does not provide Service Provider with official tax certificates documenting remittance of the taxes, Client will pay Service Provider an amount equal to the withholding. The tax certificates must be in a form sufficient to document qualification of the taxes for the foreign tax credit allowable against Service Provider's corporation income tax.

**22. Assignment.** Each party may, without the prior written consent of the other party, assign this Agreement to a successor-in-interest or to an entity that acquires all or substantially all of such party's assets in connection with a merger, consolidation, or acquisition, provided however, that the scope of any SOW will remain limited to the facilities, usage limits, affiliates or number of users, as applicable, identified in such SOW and will not be expanded due to

any assignment of this Agreement as described above. Notwithstanding the foregoing, Service Provider may require successors for the Client to provide written affirmation to Service Provider of Client's obligations under this Agreement and any SOWs.

**23. Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof. No term of this Agreement will be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.

**24. Modification.** This Agreement supersedes all prior oral and written communications between the parties with respect to the subject matter of this Agreement, and may be amended, modified or changed only in a writing signed by both parties.

**25. Dispute Resolution.** (a) This Agreement is governed by and construed in accordance with the laws of the State of Illinois without giving effect to conflicts of law rules.

(b) The parties hereto agree that any and all disputes or claims arising hereunder, or in any way related to this Agreement or any performance thereunder, including any disputes with or claims against Service Provider employees, and any claims by any Client officers, directors, employees, shareholders and/or creditors, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The parties agree that questions of arbitrability shall be delegated to and decided by an arbitrator and not a court. Any arbitration will be conducted in Chicago, Illinois. Any arbitration award may be entered in and enforced by any court having jurisdiction thereof, and the parties consent and commit themselves to the jurisdiction of the courts of the State of Illinois for purposes of any enforcement of any arbitration award. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Each party will bear its own costs for any dispute, including attorneys' fees.

(c) Notwithstanding the foregoing, the parties will in good faith and for thirty (30) days attempt to resolve any dispute or disagreement arising out of or relating to this Agreement by face-to-face negotiations between an authorized representative of each party. Neither party, however, will be required to pursue this informal dispute resolution process in the event of a dispute regarding an alleged payment, a breach of confidentiality obligations or a violation of intellectual property rights if the party has reason to believe that the delay caused by the informal dispute resolution process would materially harm it.

26. Notice. All notices or demands required hereunder shall be in writing and will be served by nationally recognized overnight courier service and will be deemed delivered on the date that the overnight shipping company registers delivery to the appropriate party at the address stated in the SOW, his or her successor, or other designee or officer of the party with a copy to: General Counsel, Huron Consulting Services LLC, 550 West Van Buren St., 17th floor, Chicago, IL 60607.

**27. Counterparts.** Provided that the parties execute a copy of the Agreement, the Agreement may be executed in counterparts, each of which will be deemed an original and

all of which together will constitute one and the same instrument. Execution and delivery by electronic means will be deemed legal, valid and binding.

**28. Entire Agreement, Binding Effect.** This Agreement, together with the applicable SOW, constitutes the entire understanding between the parties and is intended as the complete and exclusive statement of the agreement between the parties with respect to the Services. Except as set forth in this Agreement, this Agreement supersedes all other understandings, agreements, and documents with respect to the subject matter hereof, including any preprinted terms and conditions on any acknowledgment, price quote, quote receipt confirmation, purchase order, invoice or other document. Any additional or different terms in Client's documents are hereby deemed to be material alterations and notice of objection to and rejection of them is hereby given.

(b) If the terms of this Agreement are inconsistent with the terms of any particular SOW, the terms of such SOW will control.

(c) If any portion of this Agreement is held invalid, such invalidity will not affect the validity of the remaining portions of the Agreement and the parties will substitute for any such invalid portion, a provision that best approximates the effect and intent of the invalid provision.

(d) The provisions of this Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties.

HURON CONSULTING SERVICES LLC By:

Massachusetts Association of Community Colleges By:

\_\_\_\_\_ Name:

\_\_\_\_\_ Name:

\_\_\_\_\_ Title:

\_\_\_\_\_ Title:

\_\_\_\_\_ Date:

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**HURON**

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