

EMPLOYMENT AGREEMENT

This Employment Agreement is entered into this 20th day of June 2018 ("Agreement") by and between the Rhode Island Council on Postsecondary Education ("Council") and Meghan Hughes ("President").

WITNESSETH:

In consideration of the mutual covenants and agreements herein set forth, it is agreed by and between Council and President as follows:

1. Employment

Council hereby appoints President as the Chief Executive Officer of the Community College of Rhode Island ("CCRI" or "College") in accordance with the terms of this Agreement.

2. Duties

(a) President shall serve as Chief Executive Officer of the Community College of Rhode, reporting to the Council.

(b) President shall perform all duties incident to the office of President of the Community College of Rhode Island and such other duties as may be prescribed by the Council.

(c) President shall have charge of the administration of CCRI consistent with the bylaws and policies of the Council and the laws of the State of Rhode Island and shall administer the affairs of CCRI so as to best serve the College, consistent with Council policy and direction.

(d) President shall, at all times, faithfully, industrially and with maximum use of experience, ability and talent perform all of the duties that may be required of her pursuant to the express and implicit terms of this Agreement. Such duties shall be rendered both on the campuses of the College and at such other place or places as the Council or the President shall deem appropriate in the best interest, need, or business of CCRI.

(e) President shall devote substantially all time, attention and energy to the business of CCRI and she may, from time to time, deliver speeches, engage in consulting arrangements, serve on accreditation reviews and on Boards of Directors, with or without pay, provided such activities do not conflict with or interfere with the performance of her duties and responsibilities as President of the Community College of Rhode Island.

(f) President shall not engage in any activity which is competitive with or adverse to the best interest of CCRI, or the Council, and she shall not engage in any activity which is contrary to the laws of the State of Rhode Island or any rules, regulations or policies established by the Council.

3. Compensation and Fringe Benefits

(a) As compensation for her services, Council agrees to pay President commencing July 1, 2018, an annual salary of Two Hundred and Seventy Thousand (\$270,000) Dollars in bi-weekly installments subject to deductions for State and Federal Taxes, withholding and benefits. Commencing July 1, 2019, President's annual salary shall increase to Two Hundred Seventy-Six Thousand, Eight Hundred and 00/100 (\$276,800) Dollars. Commencing July 1, 2020, President's annual salary shall increase to Two Hundred Eighty-Three Thousand, Seven-Hundred and 00/100 (\$283,700) Dollars.

(b) President shall be entitled to such fringe benefits which accrue to non-classified employees of the Council. Said benefits shall be subject to (i) the terms of the applicable benefit plan document or policy; (ii) such amendments and changes as may be implemented from time to time by the Council for such non-classified employees; and (iii) the discretion of the Council. Such fringe benefits currently include health insurance through United Healthcare, dental insurance through Delta Dental and vision care, with such benefits being subject to a percentage of premium co-share to be paid by President in an amount as determined by the Council and applicable to non-classified employees of the Council, life insurance payable by President in an amount equal to one year of President's salary, tuition waiver for spouse and children in accordance with Council policy in any of the State's colleges and vacation, holidays, and sick leave in amounts payable consistent with the amounts of such leave applicable to all non-classified employees of the Council.

(c) President shall be eligible to participate in the Council's alternate retirement program which includes an employer-paid contribution of nine (9%) percent of President's salary.

(d) Council shall also provide President with the use of an automobile for conducting the business of the Community College of Rhode Island and for her personal use. The automobile shall be leased or owned by the College and all fuel and

repairs shall be paid by the College. The vehicle shall be insured under the State's motor vehicle policy for property damage, bodily injury and liability. President shall report and pay for any personal use in accordance with applicable state regulations.

(e) Effective July 1, 2018, CCRI shall contribute to an employer-paid supplemental retirement annuity (the "401(a) Plan") on behalf of President in the annual sum of Thirty-Thousand and 00/100 (\$30,000.00) Dollars, payable in bi-weekly installments.

4. Term

Unless terminated as hereinafter provided, the term of this Agreement and President's employment under this Agreement shall be for a period commencing on July 1, 2018, and ending on June 30, , 2021 (the "Term").

5. Termination

(a) Termination for Cause. Council shall have the right to terminate this Agreement and President's employment for cause prior to the expiration of the Term, by giving President written notice of such termination as provided in Section 7 of this Agreement, in the event of the occurrence of any of the following on the part of the President:

- (1) President's death or President's long-term total disability as defined in accordance with the terms of the TIAA-CREF disability insurance policy;
- (2) The refusal or willful failure by President to substantially perform the duties and responsibilities of the President of the Community College of Rhode Island as set forth in this Agreement in good faith and to the best of President's abilities;
- (3) Dishonesty, misappropriation, breach of fiduciary duty or fraud with respect to CCRI or any of its assets or the assets of the Council;
- (4) Conviction of or the pleading *nolo contendere* to a felony or to any other offense which, in the judgment of Council, would bring public disrespect, contempt or ridicule upon CCRI or the Council;
- (5) Willful misconduct with gross negligence which has an adverse impact upon CCRI or any of its assets or employees;

- (6) Refusal to follow the proper written direction of the Council;
- (7) Any conduct by President which constitutes moral turpitude; or
- (8) Any other material breach of the terms and conditions of this Agreement which is not remedied after ninety (90) days' written notice thereof by Council to President.

(b) Termination Without Cause. This Agreement may be terminated by Council or President without cause upon expiration of the Term or upon ninety (90) days' written notice as provided in Section 7 of this Agreement. If this Agreement is terminated by Council without cause, Council shall continue President's salary and other benefits as set forth in Section 3 of this Agreement for the remainder of the term of this Agreement, or six months, whichever period is of shorter duration, provided President executes a release of claims to the benefit of the Council and the Community College of Rhode Island.

(c) Payment Upon Termination. Upon termination of this Agreement and President's employment, Council shall promptly pay to President any benefits accrued and payable hereunder through the date of termination. Except as otherwise specifically provided herein, the obligations of Council and President shall cease upon termination of this Agreement.

6. Arbitration

As a condition of this Agreement, President shall execute the Arbitration Agreement attached hereto and made a part hereof as Exhibit A.

7. Notice

All notices, requests, consents or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below, or to such other address as either party may designate by notice:

If to Council: Chair of the Council on Postsecondary Education
Rhode Island Office of the Postsecondary Commissioner
560 Jefferson Boulevard
Warwick, RI 02886

If to President: Meghan Hughes
 6 Woodland Terrace
 Providence, RI 02906

8. Entire Agreement

This instrument contains the entire agreement of the parties. It may not be changed except by an agreement in writing signed by the party against whom enforcement or any waiver, change, modification, extension, or discharge is sought.

9. Burden and Benefit

This Agreement shall be binding upon and shall inure to the benefit of, Council and President, and the respective heirs, personal and legal representatives, successor and permitted assigns of each.

10. Validity and Separability

Invalidity of all or any part of any section of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such section. If any provision of this Agreement is so broad as to be unenforceable, it is expressly intended by the parties hereto that such provision shall be interpreted to be only so broad as is enforceable.

11. Assignment

Neither this Agreement nor any rights or obligations hereunder are assignable by President without the prior written consent of Council. This Agreement and the rights and obligations of Council hereunder are assignable by Council; provided, however, that any such assignment by Council shall not relieve Council of any of its obligations hereunder.


12. Governing Law

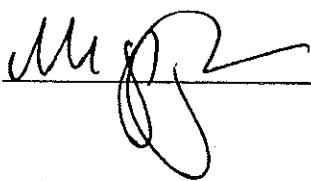
This Agreement shall be governed and construed in accordance with the laws (other than as to conflicts of laws) of the State of Rhode Island.

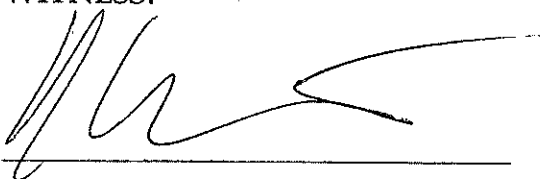
IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the day and year first above written.

RHODE ISLAND COUNCIL ON
POSTSECONDARY EDUCATION

MEGHAN HUGHES

By: 
William Foulkes, Chairperson



WITNESS:


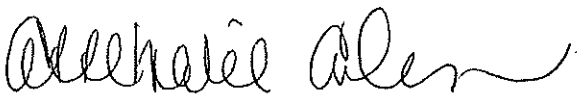
WITNESS:


EXHIBIT A

ARBITRATION AGREEMENT

This Arbitration Agreement is entered into this 20th day of June, 2018, by and between the Rhode Island Council on Postsecondary Education ("Council") and Meghan Hughes ("President").

President agrees to arbitrate any manner of action, cause of action, dispute, claim or demand, whether in law or in equity, she may have against the Council, or any of its present or former agents, officers, directors, members or employees, arising from President's Employment Agreement with Council, or any other claim, including, but not limited to, any claims arising under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000(e); the Age Discrimination and Employment Act, 42 U.S.C. §621 et seq.; the Rhode Island Fair Employment Practices Act, as amended, R.I. Gen. Laws §28-5-1 et seq.; the Rhode Island Civil Rights Act of 1990, R.I. Gen. Laws §42-112-1 et seq., the Family Medical Leave Act, 42 U.S.C. §2601 et seq.; the Rhode Island Parental and Family Medical Leave Act, R.I. Gen. Laws §28-48-1 et seq.; the Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; and the Rhode Island Discrimination Against the Disabled Act, as amended, R.I. Gen. Laws §42-87-1 et seq., or any other state, federal or local laws, or the implied covenant of good faith and fair dealings, wrongful discharge, or tortuous conduct (whether intentional or negligent) including defamation, misrepresentation, fraud, infliction of emotional distress, but excluding any claims for workers' compensation benefits to remedy work-related injury or illness. President understands and agrees that she is waiving any right to bring such claims to Federal or State court.

The Arbitration shall be conducted by an arbitrator in accordance with the rules of the American Arbitration Association ("AAA") for resolution of employment disputes. The Council will pay the arbitrator's fee for the proceeding, as well as any rules or other charges by AAA. The AAA's national rules for the resolution of employment disputes shall govern any arbitration under this Agreement. Either party may file pre-hearing motions directed at the legal sufficiency of a claim or defense equivalent to a motion for summary judgment prior to the arbitration hearing.

The decision or award of the arbitrator shall be final and binding upon the parties. The arbitrator shall have the power to award any type of legal or equitable relief that would be available in a court of competent jurisdiction, including, but not limited to, the cost of arbitration, attorneys' fees and punitive damages when such damages and fees are available under the applicable statute. Any arbitration award issued under this Arbitration Agreement may be entered as a judgment or order in any court of competent jurisdiction. Any relief or recovery to which the President is entitled, arising out of her employment or cessation of employment shall be limited to that awarded by the arbitrator.

Nothing in this Agreement precludes President from filing a charge or from participating in an administrative investigation of a charge before any appropriate government agency. President agrees, however, she cannot obtain any monetary relief or recovery from such a proceeding.

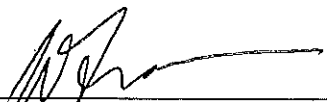
President agrees to file any demand for arbitration within the time limit established by the applicable statute of limitations for the asserted claims, or within one (1) year of the conduct that forms the basis of the claim if no statute of limitation is applicable. Failure to demand arbitration within the prescribed time period shall result in waiver of said claims.

This Agreement, as well as all terms and conditions of President's employment, shall be governed by and shall be interpreted in accordance with the laws of the State of Rhode Island. The terms of this Agreement shall not be orally modified. This Agreement can be modified only by a written document signed by the Council and President. A court or other entity construing this agreement shall administer, modify, or interpret it to the extent and in such manner so as to render it enforceable. If, for any reason, this Agreement is declared unenforceable and cannot be administered, interpreted or modified to be enforceable, President agrees to waive any right she may have to a jury trial with respect to any dispute or claim against Council relating to her employment, her termination of employment, or an terms or conditions of her employment with the Council.

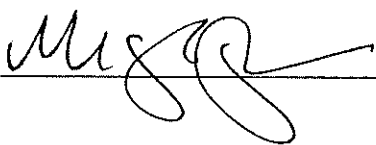
President acknowledges her right to consult with counsel regarding this Arbitration Agreement.

President understands that her employment contract with Council would not have been extended had she not signed this Agreement. President has signed this Agreement in consideration of her employment by the Council.


RHODE ISLAND COUNCIL ON
POSTSECONDARY EDUCATION

By: 
William Foulkes, Chairperson

MEGHAN HUGHES



WITNESS:



WITNESS:

