

June 1, 2021

Colman Herman

RE: Public Records Request

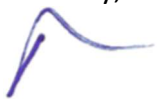
Dear Mr. Herman:

Thank you for your recent Public Records Request. The Massachusetts Public Records Law (M.G.L. Chapter 66 & Chapter 4, Section 7(26)) provides that every person has a right to access public information. This right of access includes the right to inspect or be furnished a copy of any public record within ten (10) business days following the receipt of a request. A state agency is only required to provide records that are in existence and is not required to create a new record based on information in its custody to accommodate a specific request.

Your request, received on May 16, 2021, for “copy of President Luis Pedraja's contract” has been fulfilled.

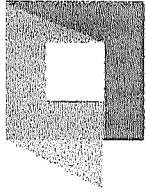
The requested information is attached.

Sincerely,



Josh Martin

Director of Institutional Communications/Records Access Officer



# QUINSIGAMOND

## Community College

March 31, 2017

Dr. Luis Pedraja

RE: Terms and Conditions of Appointment

Dear Dr. Pedraja:

I am pleased to inform you that the Board of Trustees of Quinsigamond Community College (hereinafter "the Board"), at its meeting on March 27, 2017 has voted to recommend to the Board of Higher Education your appointment as President of Quinsigamond Community College. This recommendation is subject to review and approval by the Commissioner of the Department of Higher Education. Upon the Commissioner's approval of your appointment, and your agreement to the same, the terms and conditions of your appointment at the college will be as follows, with any changes negotiated between you and the Board memorialized in writing and approved by the Board of Higher Education.

### I. TERMS OF APPOINTMENT

Your appointment as President shall be effective on July 10, 2017 or on the date the Board of Higher Education approves your appointment, whichever occurs later. Pursuant to Massachusetts General Laws, Chapter 15A, Section 21, the Board may appoint and remove you as President at its pleasure with the approval of the Board of Higher Education, and consistent with the Board of Higher Education's Guidelines and Procedures for the Search, Selection, Appointment and Removal of State University and Community College Presidents.

### II. ANNUAL SALARY

Your salary shall be fixed from time to time by the Board, subject to the approval of the Board of Higher Education. Your annual salary as of July 10, 2017 shall be in an amount of \$195,000. Annually, after the completion of a contract year, the Board will, subject to the approval of the Board of Higher Education, determine whether your annual salary for the new contract year will be adjusted after reviewing, among other things, your self-assessment, your goals, and your performance under the terms of this Agreement, and the Board of Higher Education's Compensation and Evaluation Guidelines and Procedures for State University and Community College Presidents.

### III. ADDITIONAL COMPENSATION AND REIMBURSEMENTS

- In addition to your salary, the Board hereby agrees to pay you an annual housing allowance of Eighteen Thousand Dollars (\$18,000). Please note that allowances, such as your housing allowance, are separate from your salary, and based on a pension reform law that went into effect on June 30, 2012, do not qualify as “regular compensation” for state retirement benefit purposes.
- The Board further agrees to pay all expenses for lease, operation, and upkeep of a mid-sized automobile, for your use while you continue to serve as President of the College. Please note that your private use of a state-issued vehicle may be counted as taxable income and must be documented consistent with state and federal policies. If you elect at any time not to make use of an automobile furnished by the College, the College will pay to you a monthly automobile allowance in the amount of Six Hundred Dollars (\$600), inclusive of reimbursement for insurance, maintenance and all operating expenses including but not limited to mileage and fuel. Please note that allowances, such as this automobile allowance, are separate from your salary, and based on a pension reform law that went into effect on June 30, 2012, do not qualify as “regular compensation” for state retirement benefit purposes.
- The Board further agrees to provide you, within one year following the date of execution of this agreement, payment or reimbursement for reasonable relocation and moving expenses incurred by you during that period in connection with your relocation to Massachusetts to accept this appointment; the amount of such payment or reimbursement shall be approved by the Chair of the Board of Trustees. If within one year following the date of execution of this agreement you decide to terminate your appointment, you will be responsible for reimbursing the College for all associated relocation and moving costs.

### III. OTHER BENEFITS

- Enrollment in the Commonwealth’s health insurance and life insurance plans in accordance with the terms thereof or as amended from time to time.
- Enrollment in the Commonwealth’s retirement plan or its Optional Retirement Program (ORP) in accordance with the terms thereof or as amended from time to time.
- Such leaves of absence, including vacation allowances and sick leave, as authorized by your Board and permitted by the Non-Unit Professionals Personnel Policies Handbook, as may be amended by the BHE from time to time.
- All such other benefits as granted in accordance with the Non-Unit Professionals Personnel Policies Handbook, as may be amended by the BHE from time to time.
- Consistent with applicable laws and policies, reimbursement for travel and expenses in connection with College business, exclusive of mileage reimbursement.

- Consistent with Board policies and oversight, the use of the President's budget to carry out College business.

#### IV. DUTIES AND RESPONSIBILITIES

As President, you will serve in a full time capacity as the Chief Executive Officer of the College and will be responsible for all of its affairs, including, but not limited to, day-to-day operation and management of each of its programs, departments, activities and functions. You shall work under the direction and supervision of the Board and shall perform such other duties as the Board may from time to time assign or delegate to you.

Since the College is part of the system of public higher education, your responsibilities also include active participation in and collaboration with the work of the Board of Higher Education and Department of Higher Education. The Board will take into account this aspect of your duties in addition to your work as Chief Executive Officer of the institution in evaluating your performance consistent with the Board of Higher Education's Compensation and Evaluation Guidelines.

You may serve on boards of other entities, with or without compensation, provided that you first notify the Chair of the Board of Trustees in writing of any invitation to serve and receive approval in writing from the Chair of the Board of Trustees. In no event are you permitted to accept any such invitation if in the Chair's or the Board's reasonable judgment the service in question is inconsistent with your obligations as Chief Executive Officer of the College or is in conflict with the State Ethics Law.

#### V. EVALUATION

Each year after your appointment, the Board of Trustees will annually evaluate your performance as President of the College. In preparation for that evaluation you shall provide to the Board all information requested by it to assist with the effective review of your performance and the establishment of future goals and objectives. The evaluation process shall include the input of the Commissioner of Higher Education consistent with the Board of Higher Education's compensation and evaluation guidelines. The evaluation will be utilized as a key component of any adjustment in annual salary and, if appropriate, the establishment of an incentive compensation plan, subject to the approval of the Board of Higher Education.

#### VI. TERMINATION OF APPOINTMENT

Termination of your appointment shall be subject to the following conditions:

1. In the event you elect to resign from your position as President, you will give the Board as much notice as possible, but not less than three (3) months notice. The Board, at its sole discretion, may accept a notice of shorter duration.
2. In the event that the Board elects to terminate your appointment and such termination is concurred with by the Board of Higher Education, the Board will give you not less

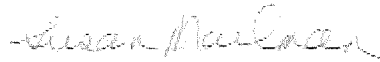
than the six (6) months notice of the effective date of such termination, provided, however, as follows:

- a) The Board may, at its sole discretion, elect to shorten a period of notice, in whole or in part, by paying you at the rate of your then-current annual salary for so much of the period of notice shortened, but excluding from such payment the amount of any housing allowance and vehicle allowance for such period; and
- b) The Board will not be obligated to give you notice or to pay you salary, or other benefits in lieu of such notice if it terminates your appointment for cause, which constitutes a material breach of this agreement, any serious delinquency in the performance of your duties as President, or any violation for your trust as an officer of the College. For purposes of this provision, the phrase "serious delinquency" shall be understood to include, but not limited to, any failure to adhere to applicable policies or procedures governing the use and management of public moneys and trust funds, the commission of a crime, and any substantial and manifest lack of competence in discharging the responsibilities of Chief Executive Officer of the College.

#### VII. LAWS OF THE COMMONWEALTH

In all respects, the laws of the Commonwealth of Massachusetts and the policies of your College's Board of Trustees and the Board of Higher Education shall govern your terms and the conditions of employment.

Sincerely yours,

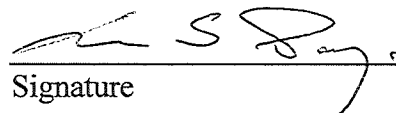


Susan Mailman  
Board of Trustees, Chair

#### VIII. ACCEPTANCE

If these terms and conditions of appointment are acceptable to you, please signify your acceptance by signing this letter, returning it to the Chair of the College Board of Trustees within five (5) business days of receipt of this letter.

I accept this appointment in accordance with each and every term and condition stated herein.

  
Signature

4/19/17  
Date