

EMPLOYMENT AGREEMENT
COMMUNITY COLLEGE DISTRICT OF MONROE COUNTY, MICHIGAN
Dr. KOJO A. QUARTEY
August 1, 2018

THIS AGREEMENT, (the "Agreement") entered into this 01 day of August, 2018 is between the Community College District of Monroe County, Michigan (College or MCCC) and Dr. Kojo A. Quartey (President). In consideration of the mutual covenants and promises specified below, the College and President agree as follows:

ARTICLE I -Term and Title

The College hereby employs President to continue to serve as President of the College pursuant to the terms of this Agreement. The initial term of this Agreement shall be for three contract years, beginning August 1, 2018. (Each "contract year" of the Agreement shall be the period of August 1 - July 31).

This contract is for a rolling three-year period. Beginning on August 1, 2019, and at the completion of each subsequent contract year, the contract will automatically add another contract year to the contract, maintaining the contract's length of three years provided the President or Board of Trustees takes no action to modify the contract or give notice to terminate the contract. The first contract term begins August 1, 2018 and goes through July 31, 2021.

ARTICLE II - Annual Base Salary

Contract Year One of Agreement: The College hereby agrees to pay the President a base salary at the annualized rate of One Hundred Seventy Seven Thousand Five Hundred and 00/100 Dollars (\$177,500.00) in equal or nearly equal installments, payable in accordance with MCCC's normal payroll practices and procedures.

The determination of whether there will be any increases will be entirely discretionary with the Board of Trustees. The President fully accepts and concurs with this discretionary authority by the Board of Trustees.

In exercising its discretion, the Board may choose to consider its assessment of any combination of relevant factors including but not limited to:

- Board's evaluation of the President's performance
- Increases in enrollment
- Increases in overall revenue
- Increases in grant funding
- Decreases in institutional expenditures

- The College's overall financial performance

Contract Years Two and Three of Agreement: The College further agrees to pay the President, at a minimum, the same annual base salary rate of pay during the second and third contract years of employment under this Agreement, and in all future "roll over" contract years. The determination of whether there will be any salary increases during contract year two and/or contract year three of this Agreement, and/or in any future "roll over" contract years, will be entirely discretionary with the Board of Trustees. The President fully accepts and concurs with this discretionary authority and decision by the Board of Trustees.

ARTICLE III - Fringe Benefits

The College shall, in addition to all other compensation and benefits described in this Agreement, grant to the President during his employment under this Agreement fringe benefits, which include health, life, dental, and long-term disability and travel insurances, retirement plan, and sick leave, as set forth in the applicable administration sections of the Policies and Procedures Handbook of the Community College District, in the same manner as provided to other full-time Administrators of the College. Changes to the administration fringe benefits as provided in the Policies and Procedures Handbook shall modify the President's fringe benefits.

In addition to all other compensation and benefits provided to full-time administrators, the College shall grant to the President additional fringe benefits as follows:

- A. Reimbursement for Unused Vacation Days: Within 30 days after the completion of each contract year, the President will be paid for earned but unused vacation days, to a maximum 5 days per contract year, at a per diem rate calculated by using the base salary amount during his last contract year of employment for a 260 day year.
- B. Community Engagement Expenses: During his employment under this Agreement, the College shall provide the President the gross sum of Ten Thousand (\$10,000.00) Dollars, for each contract year, to be used for expenses for his professional obligations and to enhance College and community relations, at his discretion. These Community Engagement Expenses are to be paid in equal or nearly equal installments over the course of the contract year, payable in accordance with MCCC's normal payroll practices and procedures. The President shall be solely responsible for the tax consequences of this payment.
- C. Annual Housing Allowance: The College shall pay, over the course of each contract year of employment under this Agreement, an annual housing allowance of Ten Thousand (\$10,000.00) Dollars, to be paid in equal or nearly equal installments, payable in accordance with MCCC's normal payroll practices and procedures. The President shall be solely responsible for the tax consequences of this payment.
- D. Longevity Incentive: The President will receive a longevity incentive of Sixteen Thousand Dollars (\$16,000.00) if he remains employed through July 31, 2019. Thereafter, the President will accrue the right to receive Thirty Thousand Dollars (\$30,000.00) in deferred compensation as a longevity incentive for every three full contract years of service to the College he completes under this Agreement (For example, if he completes the full period of August 1, 2019 – July 31, 2022). The Board of Trustees will not, for any reason, pay this longevity incentive in the event of resignation by the President or in the event of termination of this Agreement, with or without cause, or if for any other reason the full three contract year period is not completed. The President shall be solely responsible for the tax consequences of these payment(s). The terms of this paragraph will be subject to the terms of a written nonqualified deferred compensation plan meeting the requirements of the Internal Revenue Code.

- E. Mobile Phone: The College shall contribute \$100 per month toward ongoing mobile phone use and expenses. The President shall be solely responsible for the tax consequences of this payment.
- F. Annual Physical: The College encourages the President to have an annual physical, which is a benefit covered under the health insurance plan in which he participates.

ARTICLE IV - Travel Expenses

In accordance with the College's policies as may be in effect from time-to-time, the College shall reimburse the President for all legitimate and reasonable expenses incurred in connection with conducting the business and affairs of the College, including, but not limited to, reasonable travel expenses and hotel bills incurred while traveling on College-related business.

ARTICLE V -Vacation

The President shall be entitled to a paid vacation of 25 working days per contract year. The President shall provide advance notice to the Board of his intended use of vacation days, and the Board may require the President to reschedule use of proposed vacation days if it determines that it is in the best interest of the College to do so. The President's attendance at business and professional meetings and conferences does not constitute vacation time. The President cannot carry over accrued but unused vacation days from one contract year to the next. The College shall pay accrued but unused vacation as set forth in Article III (A) of this document.

ARTICLE VI - President's Responsibilities

While employed under this Agreement, the President shall be the Chief Executive Officer of Monroe County Community College and shall be directly responsible to the Board of Trustees for the discharge of his responsibilities as the President. The President shall act as Chief Executive Officer in accordance with the Michigan Community College Act, as well as all other applicable State, Federal and local laws and regulations, and in accordance with the policies and procedures promulgated and adopted by the Board of Trustees. As the official representative and spokesperson of the College, the President is responsible for the management, development, and coordination of all departments and divisions and functions of the College, including, but not limited to:

- Recruitment of personnel and the appointment, promotion and dismissal of all staff members
- Administration and ultimate supervision of all personnel employed by or assigned to the College
- Formulation, implementation and adherence to the College budget
- Control and supervision of all buildings, grounds, and equipment
- Executing the rules, regulations, and policies of the Board of Trustees of the College
- Such other duties and responsibilities as may be assigned by the Board

The President shall report to the Board of Trustees concerning all matters pertaining to the educational interests of the Community College District and shall make such reports as are required by state and federal law and the Board of Trustees. The President shall submit an annual statement of major presidential goals and objectives.

The President shall represent the College, vigorously and consistently, at a wide spectrum of community, cultural, social, and philanthropic events, and at events of The Foundation at Monroe County Community

College. The President shall make maximum use of the power of the office to foster and support the strategic objectives of the Board of Trustees and The Foundation at Monroe County Community College.

The President shall at all times faithfully, industriously, and with the maximum use of experience, ability, and talent perform all of the duties that may be required pursuant to the express and implicit terms of this Agreement and as otherwise requested by the Board or required by law or College policy. The President shall perform duties both on campus and at such other place or places as the Board or the President shall deem appropriate for the interest, needs, or business of Monroe County Community College.

ARTICLE VII - Evaluation

The President shall be evaluated in conformity with the applicable evaluation procedure as adopted by the Board of Trustees, and as set forth in the MCCC Policies and Procedures Handbook or as further modified and directed by the Board. The Board of Trustees reserves and retains all rights, responsibilities and sole discretion to determine the appropriate timing, manner, content and method of presidential evaluation.

ARTICLE VIII - Termination

The President's employment is at the will of the Board of Trustees and, accordingly, the President serves at the pleasure of the Board. The Board may terminate the employment at any time, with or without cause, and with a three-month notice, or pay equal to three months of base salary in lieu of notice. Any modification to this Article requires formal approval of the Board of Trustees in writing, signed by appropriately authorized individuals and the President, specifically stating that it is intended to modify the at will nature of the President's employment. The President earns no tenure in this or any other position at the College, and has no rights to employment in any other position at the College.

A: Severance for Termination without Cause

If the Board terminates the President's employment without cause, as defined in this Agreement, he will receive severance compensation as follows: A payment equal to six months base salary and six months of COBRA premium. The President will be paid no other compensation or benefit other than the severance compensation set forth in this paragraph. In order to receive this payment, the President must execute, and not revoke, a full release of all claims in a form acceptable to the College.

B: Termination for Cause

The Board may terminate all employment of the President for cause. "Cause" shall include but not be limited to, performance, conduct, or behavior, whether by act or omission, that the Board concludes does or could materially or adversely affect the orderly or efficient operation of the College. Examples of performance, conduct, or behaviors that constitute "cause" for purposes of this provision include, but are not limited to:

- Material breach of the Agreement
- Violation of established rules, regulations and policies, whether written or oral
- Repeated unsatisfactory work performance or failure to attain objectives after appropriate notice and consultation
- Insubordination
- Theft or other dishonesty
- Intoxication or otherwise being under the influence of controlled substances or non-prescribed drugs, or abuse of prescribed drugs
- Attendance infractions or abuse

- Moral turpitude
- Conviction of any crime, pleading guilty or nolo contendere to any crime, or engaging in conduct punishable as a crime
- Behavior (including off-duty and off-premises) that in the Board's judgment materially detracts from the reputation or image of the College

The College shall have no obligation to award severance compensation or any other compensation, or continue any other fringe benefit provided in the Agreement when termination is for cause.

C: Resignation

The President may resign without cause and without notice. In the event the President resigns and provides advance notice of less than 120 days, the College shall have no obligation to award severance pay or continue any other fringe benefit provided in the Agreement. However, if the President provides at least 120 days written advance notice of his resignation, he shall receive 60 days severance pay, based on his then current annual base salary.

ARTICLE IX - Miscellaneous Terms and Conditions

A: Other employment and/or professional activities

The President shall devote all professional time, attention, and energies to the duties of the office of President. Acceptance of any other employment or provision for services (whether or not for pay), or assumption of a position on an outside board of directors of any profit or non-profit corporation shall be subject to the prior written approval of the Board. The President shall not engage in any activity that may be competitive with or adverse to the best interest of Monroe County Community College, as determined by the Board in its discretion. The President shall, however, immediately assume (or continue) the designated seats on the Board of Directors of The Foundation at Monroe County Community College, the Monroe County Business Development Corporation (MCBDC) and the River Raisin National Battlefield Park Foundation (RRNBPF). Said Board positions shall be coterminous with President's employment under this Agreement.

B: Disability

If the Board determines that there is a question concerning the ability of the President to perform the essential duties of his position under this Agreement, the Board may require and the President agrees to submit to a medical examination, either physical or mental or both. The Board may select a physician or other licensed healthcare provider for such examination, at the expense of the College. The healthcare provider shall make a report to the Board, indicating whether or not the President can perform the essential duties of his position. Documentation of the President's inability to perform the essential functions of the job shall constitute "just cause" for contract termination.

C: Death

In the event of the President's death during the term of President's employment under this Agreement, the College will continue payment to his estate of his then annual base salary for an additional 90 days after the date of his death, but will have no further obligation to pay any other compensation or continue any other fringe benefit provided in the Agreement.

D. Disputes

The President hereby agrees that any claim that his rights under this Agreement or any law have been breached or otherwise violated must be brought within 180 days of when the President knew or reasonably should have

known of the facts underlying the claim, but within 90 days for claims under the Michigan Whistleblower's Protection Act and the President hereby irrevocably waives any statutes of limitations that may provide a longer period to bring such claim(s). Further, any such claim must be brought in a court of appropriate jurisdiction within Monroe County, Michigan, or the United States District Court for the Eastern District of Michigan. In addition, the President hereby irrevocably waives any right to jury trial, which he may otherwise have with respect to such claim(s). The President acknowledges that this waiver of a jury trial is knowing and voluntary, that he had sufficient time to consider this issue before signing this agreement and that he had the opportunity, if he chose, to consult with any advisor of his choosing prior to signing.

E. Controlling law

This Agreement shall be considered as made in the County of Monroe, Michigan, and shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

F. Severability

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, unenforceable, or invalid, that provision, or any portion thereof, shall be deemed severable, provided, however, the remainder of this Agreement shall not be affected and shall remain in full force and effect. In interpreting this Agreement, no provision shall be construed against either party.

G: Integration Clause and Amendment

This Agreement contains the entire Agreement of the parties with regard to the terms and conditions of employment, and supersedes any previous agreement. This Agreement can only be modified by the Board, provided further that such modification must be in writing, signed by appropriately authorized individuals and the President, specifically stating that it is intended to modify the Agreement.

IN WITNESS WHEREOF, the parties have voluntarily executed this Agreement on the day and year first above written.

In the presence of:


Penny R. Dorcey

Signature: 

Date: July 17, 2018 (K. Quartey) & July 18, 2018 (L. Dowler)

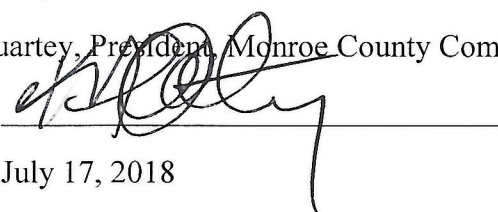
COMMUNITY COLLEGE DISTRICT OF MONROE COUNTY, MICHIGAN

Lynette M. Dowler, Chair, Monroe Community College Board of Trustees

Signature: 

Date: July 18, 2018

Dr. Kojo A. Quartey, President, Monroe County Community College

Signature: 

Date: July 17, 2018