

EMPLOYMENT AGREEMENT
between
COMMUNITY COLLEGE DISTRICT OF MONROE COUNTY, MICHIGAN
and
KOJO A. QUARTEY

THIS AGREEMENT, (the "Agreement") entered into this 18 day of July, 2016, is between the **Community College District of Monroe County, Michigan** (College or MCCC) and **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 term of this Agreement shall be for three years, beginning August 1, 2016, and ending July 31st, 2019. (Each year of the Agreement shall be the period of August 1 – July 31).

ARTICLE II — Annual Base Salary

Year One of Agreement: The College hereby agrees to pay the President a base salary at the annualized rate of One Hundred Sixty-Five Thousand and 00/100 Dollars (\$165,000.00) during the first year of this Agreement, beginning August 1, 2016, and ending July 31st, 2017, in equal or nearly equal installments, payable in accordance with MCCC's normal payroll practices and procedures (which is currently in biweekly increments).

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 years of employment under this Agreement. In recognition of the

considerable financial constraints currently faced by MCCC, the determination of whether there will be any salary increases during year two and/or year three of this Agreement will be entirely discretionary with the Board of Trustees, striving towards equity and fairness, including such factors as overall College finances, Board evaluation of presidential performance, compensation levels of MCCC employees, presidential compensation of sister institutions, and any other factors deemed relevant by 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 the 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. The President's fringe benefits shall be modified commensurate with any changes as the Board may make to the administration fringe benefits as provided in the Policies and Procedures Handbook.

The College shall, in addition to all other compensation and benefits provided to faculty and administrators, grant to the President additional fringe benefits as follows:

- A. **Reimbursement for Unused Vacation Days:** Within 30 days after the President's last day of employment by the College, the President will be paid for all earned but unused accumulated vacation days, to a maximum

of 22 days, 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. **Expense Account:** During his employment under this Agreement, the College shall provide the President an expense account of \$3,000.00 (three thousand dollars), for each contract year (August 1 – July 31) to be used at his discretion to enhance College and community relations. This amount will be divided equally over the contract year and paid as part of the President's regular pay. The President will be solely responsible for any tax consequences of these payments.
- 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 Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) to be spent entirely at the President's discretion. The President shall be solely responsible for the tax consequences of this payment.
- D. **Longevity Bonus:** The President will accrue the right to receive Three Thousand Dollars (\$3,000.00) in deferred compensation as a longevity incentive bonus for each and every full contract year of service to the College under this Agreement. This longevity incentive bonus will not be paid and will not apply in the event of resignation by the President or in the event of termination of this Agreement by the Board of Trustees for any reason. Upon the successful completion of this Agreement, the College shall pay the total accumulated bonus as reward for longevity to the

President. The President shall be solely responsible for the tax consequences of this payment. The terms of this paragraph will be subject to the terms of a written nonqualified deferred compensation plan meeting the requirements of Section 409A of the Internal Revenue Code.

- E. **Cell Phone**: The College shall, if requested, provide the President with the use of a College-owned cell phone. The cell phone service provider is to be selected by the President. Should the President choose to provide his own cell phone and service, the College shall contribute \$100 per month toward ongoing cell phone use and expenses. The President shall be solely responsible for the tax consequences of this payment.

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

During each full contract year of this Agreement, the President shall be entitled to a paid vacation award of 22 working days, during which time his compensation shall be paid in full. 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. Attendance by the President at approved business and professional meetings and

conferences shall not be construed as vacation time. Vacation days cannot be accrued from one year to the next. However, accrued but unused vacation shall be paid as set forth in Article III(A).

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 from time-to-time. The President shall be the official representative and spokesperson of the College and shall be charged with the responsibility 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 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 from time-to- time.

The President shall report to the Board of Trustees in regard to 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 vigorously and consistently represent the College at a wide spectrum of community, cultural, social, and philanthropic events, and at all 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 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. Duties shall be rendered 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 from time-to-time, 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. This employment relationship may be terminated at any time, with or without cause, and with or without notice, by the President or by the Board. Neither this provision nor any other provision of the Agreement can be modified except by the formal approval of the Board of Trustees, provided 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. The President, therefore, 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: For the three months following termination, only, the President shall be entitled to continuation of his salary and the payment by the College of his health insurance premiums under COBRA for up to those three months, if he elects COBRA continuation benefits and otherwise remains eligible for those benefits (with such premium contributions capped, per month, at the amount the College paid for President as of his last date of employment). No other compensation or benefit will be paid to the President other than the severance compensation set forth in this paragraph.

B: Termination for Cause.

The Board, for cause, may terminate the employment of the President as President and in any other capacity in which he may be employed. "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, 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 behavior - that in the Board's judgment materially detracts from the reputation or image of the College.

In the event the President is terminated for cause, the College shall have no obligation to award severance compensation or any other compensation, or continue any other fringe benefit provided in the Agreement or otherwise.

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.

Either party may request that negotiations be entered into for extension or renewal of this Agreement up to 12 months prior to its termination. The Board of Trustees, at its sole discretion, may enter into contract negotiations, may extend the term of employment, or may renew the term of employment. In the event that the Board of Trustees does not submit a proposed renewal or extension agreement to the President by January 1, 2019, it shall be construed as notice that this Agreement will not be renewed or extended. In any event, there is no right to, or expectation that, this Agreement will be renewed or extended.

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 which may be competitive with or adverse to the best interest of Monroe County Community College. 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 his duties under this Agreement because of a disability due to accident, mental or physical illness or condition, or for any other reason, the Board may require and the President agrees to submit to a medical examination, either physical or mental or both. Such examination shall be performed by a physician licensed to practice medicine, selected by the Board at Board expense. The physician shall make a report to the Board. Medical documentation of the President's inability to perform the essential functions of the job shall constitute "just cause" for contract termination. The Board's decision as to what medical reports to accept in determining disability shall be final and not subject to review in any legal forum.

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 30 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 claims that his rights under this Agreement or any law have been breached or otherwise violated must be brought within 180 days of when the claim first arises, but only 90 days for claims under the

Michigan Whistleblower's Protection Act, of when the President first knew or should have known of the facts underlying the claim, and the President hereby irrevocably waives any statutes of limitations which 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).

E: Controlling law.

This Agreement shall be considered as made at 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.

G: Integration Clause and Amendment

This Agreement contains the entire Agreement of the parties with regard to the terms and conditions of employment. 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 knowingly and voluntarily executed this Agreement on the day and year first above written.

**COMMUNITY COLLEGE DISTRICT OF
MONROE COUNTY, MICHIGAN**

In the presence of:

Board of Trustees

Perry R. Dorsey

By: 
Title: Board Chair
Date: 7/18/16

KOJO A. QUARTEY


Date: 7/18/16