

EMPLOYMENT AGREEMENT
between
COMMUNITY COLLEGE DISTRICT OF MONROE COUNTY, MICHIGAN
and
DAVID E. NIXON

THIS AGREEMENT ("the Agreement", entered into this 2nd day of December, 2009, between the Community College District of Monroe County, Michigan, ("the college") and David E. Nixon ("President").

In consideration of the mutual covenants and promises specified below, the College and the President agree as follows:

ARTICLE I – Employment Term

The College hires and employs David E. Nixon as President of the College, for a three-year term beginning August 1, 2010, and ending July 31, 2013.

ARTICLE II – Annual Base Salary

Year One: The President will receive an annual base salary of One Hundred Forty-Two Thousand Four Hundred Twenty Six and 43/100 Dollars (\$142,426.43) for the first year – beginning August 1, 2010, and ending July 31, 2011 – in equal or nearly equal installments, payable biweekly.

Year Two: The President will receive an annual base salary of One Hundred Forty-Two Thousand Four Hundred Twenty-Six and 43/100 Dollars (\$142,426.43) for the second year – beginning August 1, 2011, and ending July 31, 2012 – in equal or nearly equal installments, payable biweekly.

Year Three: The President will receive an annual base salary of One Hundred Forty-Two Thousand Four Hundred Twenty Six and 43/100 Dollars (\$142,426.43) for the third year – beginning August 1, 2012, and ending July 31, 2013 – in equal or nearly equal installments, payable biweekly.

ARTICLE III – Discretionary Merit Bonus

In each year of the Agreement, the President shall also be eligible to receive a merit bonus of up to 2.5% of his previous year's compensation (that being the previous year's annual base salary plus merit bonus, if any under this agreement or the parties' prior Agreement). The merit bonus is discretionary by the Board of Trustees, and is based on the Board's assessment of the President's overall performance during the preceding year, measured as follows: The President will receive a merit bonus of 2.5% of the previous year's compensation (that being the previous year's annual base salary plus merit bonus, if any, under this Agreement or the parties' prior Agreement) if the President receives a rating of "exceeds expectations" on all seven board member's evaluations of his overall performance. The President will receive a merit bonus of 1.75% of the previous year's compensation (that being the previous year's annual base salary plus merit bonus, if any, under this Agreement or the parties' prior Agreement) if the President receives a rating of "exceeds expectations" on six board member's evaluations of his overall performance. The President will receive a merit bonus of 1.0% of the previous year's compensation (that being the previous year's annual base salary plus merit bonus, if any, under this Agreement or the parties' prior Agreement) if the President receives a rating of "exceeds expectations" on five board member's

evaluations of his overall performance. The President will receive no merit bonus if the President receives a rating of "exceeds expectations" on less than five board member's evaluations of his overall performance.

ARTICLE IV – Fringe Benefits

The College shall, in addition to all other compensation and benefits described in the Agreement, provide to the President the then current fringe benefits – which presently include health, life, dental, and long-term, 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 College. The President's fringe benefits shall be modified commensurate with any changes to the administration fringe benefits as provided in the Policies and Procedures Handbook.

Additional Fringe Benefits

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

A. **Retirement Fund:**

The College shall contribute Five Thousand and 00/100 Dollars (\$5,000.00) toward an additional retirement fund selected by the President during each year of the Agreement.

B. **Accrued But Unused Vacation**

Upon retirement, the President will be paid for all accrued but unused

vacation days, to a maximum of six work weeks, at a per diem rate calculated by using the annual base salary during his last year of employment, divided by 365.

C. Expense Account

The College shall provide the President an annual expense account of Three Thousand and 00/100 Dollars (\$3,000.00), to be used at his discretion, for purposes of enhancing College and community relations. If the President uses any of these funds for contributions to partisan political causes or candidates, he shall make best faith efforts to contribute and support equally both major political parties and their candidates.

D. Country Club Membership

The College will maintain a social membership at Monroe Golf & Country Club, for the President's use during his term as President. The President will use the membership for conducting College business and for other purposes designed to enhance College and community relations. The dues for this social membership will be paid by the College.

E. Automobile

The College shall provide the President with mileage reimbursement for the use of his personal vehicle for College business in accordance with College travel and expense reimbursement procedures.

ARTICLE V - Travel Expenses

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 traveling expenses and hotel bills while traveling on College related business.

ARTICLE VI - Vacation

During each year of the Agreement, the President will receive twenty-five (25) paid working days of vacation, with pay based on his then annual base salary. Vacation may be scheduled for times determined by the President. 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 intended vacation days if it determines that it is in the College's best interest to do so. Attendance by the President at approved business and professional meetings and conferences shall not be counted 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 IV (B).

ARTICLE VII - President's Duties

The President is 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 President. The President shall discharge his duties 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. 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,

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 and implementation of and adherence to the 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 and operational interests of the College and shall make such reports as are required by state and federal law. The President shall provide an annual statement of objectives if requested by the Board, and shall make such other reports as may be requested by the Board.

The President is expected to consistently represent the College at a wide spectrum of community and cultural events - including events of The Foundation at Monroe County Community College -- for the purpose of conducting College business and for other purposes designed to enhance College and community relations. The President shall make maximum use of the power of the office to foster the philanthropic objectives of the Board of Trustees and The Foundation at Monroe County Community College.

The President shall, at all times, dutifully, 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 the Agreement, and may be required by law or college policy or requested by the Board. 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 interests, needs, or business of the College.

ARTICLE VIII - Evaluation

The President shall be evaluated in conformity with the then applicable evaluation procedure adopted by the College and set forth in the Policies and Procedures Handbook or as further modified by the College or by the Board.

ARTICLE IX - Termination

The President's employment is at will; and the President serves at the pleasure of the Board. His employment may be terminated at any time, with or without cause, and with or without notice by himself or by the Board. Neither this provision nor any other provision of the Agreement can be modified except by the Board, provided that such modification must be in writing, signed by appropriately authorized individuals and specifically stating that it is intended to modify the Agreement.

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 pay in an amount which equals ninety (90) days of salary based on his then current annual base salary. No other compensation or

benefit will be paid other than the severance set forth in this paragraph.

B. Severance For Termination For Cause

The Board, for cause, may terminate the President's employment 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 materially, adversely affects the orderly or efficient operation of the College. Examples of performance, conduct, or behaviors that constitute "cause" for purposes of this provision includes:

- 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, 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 pay or continue any other fringe benefit provided in the Agreement.

C. Resignation

The President may resign without cause and without notice. However, if the President provides at least one hundred eighty (180) days written notice of his resignation, he shall receive 90 days severance, based on his then current annual base salary. In the event the President resigns, other than as set forth in this paragraph, the College shall have no obligation to award severance pay or continue any other fringe benefit provided in the Agreement.

ARTICLE X - Contract Renewal

Either party may request that negotiations be entered into for extension or renewal of the Agreement up to twelve (12) months prior to its expiration. The College, 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 College does not submit a proposed renewal contract to the President by February 1, 2013, it shall be construed as notice that the Agreement will not be renewed or extended.

ARTICLE XI - Miscellaneous Terms

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 any position on an outside board of directors shall be subject to the prior written approval of the Board. The President shall not engage in any activity which the Board considers to be competitive with or adverse

to the best interest of the College.

B. Death

In the event of the President's death during the term of this Contract, the College will continue payment to his estate of his then annual base salary for an additional ninety (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.

C. Controlling law

The Agreement is entered into in the County of Monroe, Michigan, and shall be interpreted, governed and enforced in accordance with the laws of the State of Michigan.

D. Severability

If any provision or any portion thereof contained in the Agreement is held to be unconstitutional, illegal, unenforceable, or invalid, that provision, or any portion thereof, shall be deemed severable, and shall not affect the enforceability of the remainder of the Agreement, which shall remain in full force and effect.

E. Integration Clause

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

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

In the presence of:

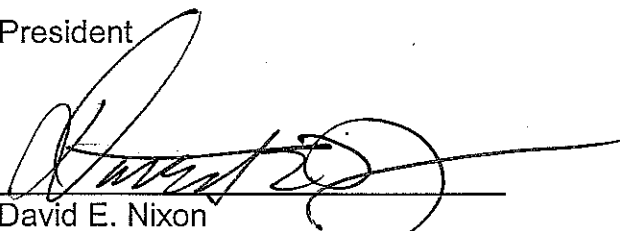
**COMMUNITY COLLEGE DISTRICT OF
MONROE COUNTY, MICHIGAN**

Board of Trustees

By: 
William J. Bacarella, Chairperson


William H. Braunlich, Vice Chairperson

President

By: 
David E. Nixon