

**MACOMB COMMUNITY COLLEGE**  
**14500 Twelve Mile Road**  
**Warren, Michigan 48088**

**EMPLOYMENT AGREEMENT**

THIS AMENDED EMPLOYMENT AGREEMENT made and entered into this 15<sup>th</sup> day of November, 2023, by and between the COMMUNITY COLLEGE DISTRICT OF THE COUNTY OF MACOMB, State of Michigan, hereinafter designated the College, and JAMES O. SAWYER, hereinafter designated the President;

**WITNESSETH:**

WHEREAS, the parties hereto have fully agreed upon the terms and conditions of said employment agreement as are herein set forth;

NOW THEREFORE, in consideration of the foregoing, and in further consideration of the mutual covenants contained in this Employment Agreement,

**IT IS AGREED AS FOLLOWS:**

**1. Employment and Term**

- a. The parties herein agree that the President's term of employment from July 1, 2023 until June 30, 2026.
- b. The College shall conduct a performance evaluation no less than once per year during the President's employment.

**2. Duties**

The President shall diligently perform those duties reasonably and specifically required of him by the College and the laws of the State of Michigan. As the chief executive and operating officer, the President shall report directly and exclusively to the Board of Trustees.

**3. Compensation**

- a. The President's annual salary as of July 1, 2023 shall be set at Two Hundred and Eighty-four Thousand Six Hundred Fifty-three and 00/100 dollars, (\$284,653.00), which shall be the base

salary. A salary increase will be granted on July 1st of each year he shall be employed as President and shall be determined by the percent increase in the Consumer Price Index All Urban Consumers (CPI-U) but shall not be less than a 2.5% increase of the prior year's base salary.

b. The College shall annually provide for an additional amount equal to ten percent (10%) of the annual salary set forth in Section 3 to be used to fund a deferred compensation, annuity, or other investment plan. The President may also request that an amount up to the legal limit shall be contributed from compensation and/or other benefits due him under the terms of this agreement.

c. The College will also provide for an additional stipend as determined by the Board Chairperson and Treasurer.

#### **4. Miscellaneous Benefits**

a. The College shall provide the President with the expense-free use of an automobile.

b. The College shall provide such so-called fringe benefits as may from time to time be granted to other administrative employees of the College, including but not limited to medical, dental, optical, life, disability, and all other insurance benefits, paid time off ("PTO") plan, as well as retirement plan options. This shall specifically include, without limitation, those premium contribution amounts required for health care coverage paid by union-represented administrators.

c. Carryover of any unused PTO time will be limited to the maximum carryover allowed under the College PTO plan for Administrative employees (hereinafter referred to as "Excess Accumulated PTO"). Any Excess Accumulated PTO accrued as of June 30th of each year will be distributed to the President in cash, as soon as administratively feasible following June 30th, but in no event later than December 31st of such calendar year. Notwithstanding, any Excess Accumulated PTO accrued as of the effective date of this Employment Agreement will be distributed to the President in cash, no later than December 31, 2023. The amount distributed to the President will be based on 125% of the President's hourly rate in effect as of the date on which the amount is paid to the President.

d. Subject to the limitations outlined in Section 4.c, accumulated unused PTO time accrued will be payable following termination of employment, and will be paid in a manner described by the College's Terminal Leave Pay Plan, which is incorporated herein.

f. The College shall provide term life insurance in an amount no less than Five Hundred Thousand Dollars (\$500,000); and disability insurance, both short and long term, in an amount equal to seventy percent (70%) of said annual base salary.

g. The College shall defend, indemnify and hold harmless the President in the event he becomes a party or is required to give testimony in any threatened or pending civil or administrative dispute or litigation involving a third party, including any action or hearing before or involving the Michigan Public Schools Employees Retirement System Office of Retirement Services, for acts taken within the scope of his duties as President of the College. The President shall provide prompt written notification to the College's General Counsel of any request for defense or indemnification under this section and shall promptly provide any and all papers served upon him related to the dispute that is subject to the request. Intentional criminal acts are specifically excluded from this provision. This paragraph survives the expiration of this Agreement.

## **5. Termination**

a. The President and the College may by written agreement terminate this Agreement.

b. This agreement may be terminated by either party on ninety (90) days written notice to the other.

c. If the President shall so terminate this agreement, the President shall be entitled to, and the College shall pay the President, compensation according to the terms of Sections 3 and 4 hereof to the effective date of termination, plus a sum of money equal to one-quarter of the annual base salary specified in Section 3.

d. If the college shall so terminate this agreement or violate any terms of this agreement, the President shall be entitled to, and the College shall pay the President, compensation according to the

terms of Paragraphs 3 and 4 hereof for the unexpired term of this agreement, plus a sum of money equal to one-half of the annual base salary specified in Section 3.


e. In the event of any violation by the President of any of the terms of this agreement, the College may thereupon terminate employment, with compensation according to the Paragraphs 3 and 4 hereof only to the effective date of such termination.

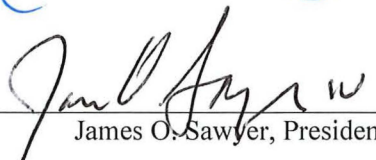
**6. Reversion to Prior Employment Status**

The President shall have the right to return to faculty employment status at the College consistent with the President's qualifications.

IN WITNESS THEREOF, the parties hereto have set their hands and seals the day and date first above written.

**Witnessed: COMMUNITY COLLEGE DISTRICT OF THE COUNTY OF MACOMB.**

By:   
Katherine Lorenzo, Chair  
Board of Trustees

By:   
James O. Sawyer, President

Witness: 