

Employment Agreement

This agreement is made the 12th of November 2009 pursuant to action by the Retirement Board and effective the 1st day of January 2010. This agreement replaces all previous agreements between the Municipal Employees' Retirement System of Michigan, hereafter called "MERS", and Anne M. Wagner.

1. General

MERS hereby agrees to pay Anne M. Wagner to perform the functions of Chief Executive Officer (CEO) of MERS.

2. Compensation

- (a) MERS agrees to pay Anne M. Wagner bi-weekly at the annual rate of \$185,000 effective January 1, 2010 and a merit of up to 10% annually. Anne M. Wagner's performance review will be conducted by the Board's Personnel Committee annually on October 1 thereafter. Under this agreement, employment of Anne M. Wagner as CEO shall be measured from October 1, 2010.

3. Notice of Termination by Employee

Before voluntarily resigning the position of CEO, Anne M. Wagner agrees to give the MERS Board of Directors at least ninety (90) days notice in writing of her intention to resign, and further agrees to continue working during such period of time.

4. Severance Pay

In addition to other compensation herein provided, Anne M. Wagner shall have earned and be entitled to severance pay in accordance with and subject to the following conditions:

- (b) Upon termination of employment without cause, Anne M. Wagner's other compensation herein provided shall cease as of the effective date of discharge or resignation, and she shall receive a lump sum severance payment equal to one (1) year aggregate salary.
- (c) An expressed condition of said payment shall be that Anne M. Wagner provides the MERS Retirement Board with notice of acceptance of terms and conditions.

5. Notice of Termination by Employer

The MERS Retirement Board shall have the right to terminate the employment of Anne M. Wagner for such reasons as the Board deems appropriate. Such termination may be with or without cause and the parties agree the employment relationship created by this contract is an at will employment relationship. Anne M. Wagner is entitled to 90-day notice of termination, and to the severance pay provisions contained in paragraph four (4) provided however, should such termination of employment be occasioned by or for reasons attributable to dishonesty, then such termination shall be forthwith and shall be with one month severance pay.

6. Vacation

Anne M. Wagner shall be granted paid leave according to the MERS Employee Personnel Manual. Accrued hours in excess of 220 hours shall not be forfeited in accordance with the manual, but excess hours shall be paid to the CEO.

7. Terms and Conditions of Employment

The MERS Retirement Board shall fix such other terms and conditions of employment from time to time as they may determine, relating to the performance of Anne M. Wagner as CEO, provided such terms and conditions are not inconsistent or in conflict with the provisions of this agreement.

8. Other Working Conditions

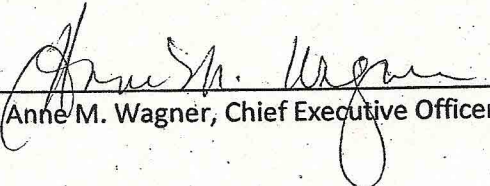
In addition to the specific provisions covered in this agreement, Anne M. Wagner shall be entitled to the employment benefits provided to MERS employees and a paid life insurance policy of \$50,000 when and/if she retires as an active employee of the retirement system.

MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN

Approved by the MERS Retirement Board on March 10, 2010
Date

BY: 
Larry Opelt, Chairperson

5-11-2010
Date

BY: 
Anne M. Wagner, Chief Executive Officer

5/11/2010
Date