

**ISABELLA COUNTY
COUNTY ADMINISTRATOR/CONTROLLER
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 17th day of September, 2019, by and between the Isabella County Board of Commissioners (hereafter "EMPLOYER"), and Margaret A. McAvoy (hereafter "ADMINISTRATOR/CONTROLLER"), both of whom understand as follows:

WHEREAS, EMPLOYER desires to continue to employ the services of ADMINISTRATOR/CONTROLLER for Isabella County; and

WHEREAS, It is the desire of the EMPLOYER to provide certain benefits, establish certain conditions of employment and to set working conditions of ADMINISTRATOR/CONTROLLER; and

WHEREAS, ADMINISTRATOR/CONTROLLER desires to perform as County ADMINISTRATOR/CONTROLLER for Isabella County; and

THEREFORE, in consideration of the mutual covenants stated below, the parties agree as follows:

Section 1. Duties

EMPLOYER agrees to employ Margaret A. McAvoy as County ADMINISTRATOR/CONTROLLER to perform the functions and duties specified in the Job Descriptions for County Controller and County Administrator (per the attached at Exhibit A) and to perform other legally permissible and proper duties and functions as the EMPLOYER shall from time to time assign.

Section 2. Term

A. ADMINISTRATOR/CONTROLLER shall remain in the exclusive employ of EMPLOYER from the effective date of this Agreement, **October 1 , 2019 to September 30, 2021**, as allowed by state statute [MCL 46.1 1(o)]. All compensation, benefits, and requirements of the Agreement shall remain in effect until the expiration of the term of this Agreement unless ADMINISTRATOR/CONTROLLER voluntarily resigns or as otherwise provided hereunder. In the event that the ADMINISTRATOR/CONTROLLER is terminated, as defined in Section 3 of this Agreement, the ADMINISTRATOR/CONTROLLER shall be entitled to all compensation including salary, accrued paid time off, as stipulated in Section 4 of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYER to terminate the services of ADMINISTRATOR/CONTROLLER at any time, with or without cause, subject only to the provisions set forth in Section 3, Paragraphs A and B, of this Agreement and subject to the provision of state statute (MCL 46. 13b).

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of ADMINISTRATOR/CONTROLLER to resign at any time from her position with EMPLOYER, subject only to the provision set forth in Section 5 of this Agreement.

Section 3. Termination

For purposes of this Agreement, termination shall occur when:

A. Two-thirds of the Board of Commissioners votes to terminate the ADMINISTRATOR/CONTROLLER at a duly authorized public meeting, as allowed by state statute (MCL 46.13b).

B. The EMPLOYER, citizens, or legislature acts to amend any provision of enabling

legislation pertaining to the role, powers, duties, authority, or responsibilities of the ADMINISTRATOR/CONTROLLER'S position that substantially changes the form of government, the ADMINISTRATOR/CONTROLLER shall have the right to declare that such amendments constitute termination.

C. If the EMPLOYER reduces the base salary, compensation, or any other financial benefit of the ADMINISTRATOR/CONTROLLER, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall be regarded as termination of this contract.

Section 4. Severance

A. In the event that ADMINISTRATOR/CONTROLLER is terminated by EMPLOYER before expiration of the term of employment specified in Section 2, Paragraph A, and at the time of termination ADMINISTRATOR/CONTROLLER is still willing and able to perform her duties under this Agreement, then EMPLOYER agrees to pay ADMINISTRATOR/CONTROLLER a lump sum cash payment equal to six (6) months aggregate salary and continue to pay for the same medical insurance for a period of six (6) months after the date of termination in the same manner as if ADMINISTRATOR/CONTROLLER had continued in her employment with EMPLOYER.

The ADMINISTRATOR/CONTROLLER shall also be compensated for all accrued paid time off. The EMPLOYER agrees to make a contribution to the ADMINISTRATOR/CONTROLLER'S deferred compensation account on the value of her compensation calculated using the rate ordinarily contributed on regular compensation for the six (6) month payment.

However, EMPLOYER shall have no obligation to pay the aggregate severance sum or continue to provide insurance in the manner designated in this paragraph in the event that ADMINISTRATOR/CONTROLLER is terminated because of a conviction of a felony, pleading guilty or nolo contendere or of any illegal act involving the performance of her duties, or because ADMINISTRATOR/CONTROLLER breached her Agreement.

Section 5. Resignation

In the event ADMINISTRATOR/CONTROLLER voluntarily resigns before expiration of the aforesaid term of employment, then ADMINISTRATOR/ CONTROLLER shall give EMPLOYER forty-five (45) calendar days written notice in advance, unless the parties otherwise agree.

Section 6. Disability

If ADMINISTRATOR/CONTROLLER is unable to perform her duties with or without reasonable accommodation because of disability due to sickness, accident, injury, mental incapacity or health for a period of more than twelve (12) successive weeks, EMPLOYER shall have the option to terminate this Agreement subject to the severance pay requirements of Section 3, Paragraph A. However, ADMINISTRATOR/CONTROLLER shall be compensated for any accrued paid time off (PTO), and any other accrued benefits in the same manner as other non-union exempt employees.

Section 7. Salary

For the period from **October 1, 2019, through September 30, 2021**, EMPLOYER shall continue to provide ADMINISTRATOR/CONTROLLER with an annual base salary of **\$89,194.53**. For the life of this Agreement, the EMPLOYER shall amend this salary by giving

ADMINISTRATOR/CONTROLLER the same adjustment implemented across-the-board for the other non-union employees of EMPLOYER.

Section 8. Performance Evaluation

EMPLOYER may annually review and evaluate the performance of ADMINISTRATOR/CONTROLLER subject to a process, form, and format for the evaluation and using criteria for the evaluation that shall be developed jointly by the EMPLOYER and the ADMINISTRATOR/CONTROLLER. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation shall be completed and delivered to the ADMINISTRATOR/CONTROLLER within 30 days of the evaluation meeting.

Section 9. Fringe Benefits

A. EMPLOYER agrees to provide and to pay the premiums for medical insurance for the ADMINISTRATOR/CONTROLLER and her dependents equal to that which is provided to all other FLSA-exempt, non-union employees of Isabella County under the same terms and conditions.

B. The EMPLOYER agrees to put into force and to make required premium payments for short and long term disability coverage for the ADMINISTRATOR/CONTROLLER equal to that which is provided to all other FLSA-exempt, non-union employees of Isabella County under the same terms and conditions.

C. The EMPLOYER shall pay the amount of premium due for term life insurance coverage and accidental death/dismemberment coverage in an amount as determined by the Board of Commissioners equal to that which is provided to all other FLSA-exempt, non-union

employees of Isabella County. The ADMINISTRATOR/CONTROLLER shall name the beneficiary of the life insurance policy.

D. The EMPLOYER agrees to execute all necessary agreements for ADMINISTRATOR/CONTROLLER'S continued participation in a MERS Defined Contribution Plan established by the County. ADMINISTRATOR/CONTROLLER'S contribution rate shall equal 2.0% of ADMINISTRATOR/CONTROLLER'S base wage. EMPLOYER'S contribution rate shall equal 7.0% of ADMINISTRATOR/CONTROLLER'S base wage. Any change in this contribution structure must result in a contribution structure equal to that for all other FLSA-exempt, non-union employees of Isabella County.

Section 10. Paid Time Off and Holidays

A. All provisions of the Isabella County Personnel Policy Manual relating to paid time off (PTO), holidays, and working conditions, as they now exist or hereafter may be amended, also shall apply to ADMINISTRATOR/CONTROLLER as they would to other FLSA-exempt, non-union employees of EMPLOYER, unless otherwise provided in this Agreement.

B. ADMINISTRATOR/CONTROLLER shall accrue paid time off (PTO) at the rate of 9.24 hours bi-weekly effective October 1, 2015. ADMINISTRATOR/CONTROLLER shall be permitted to use PTO, once accrued, at any time during the term of this Agreement.

C. ADMINISTRATOR/CONTROLLER may use the County-motor pool vehicles on the same basis as other County staff members. County-motor pool vehicles shall not be used for personal business.

Section 11. Indemnification

Except for acts of gross negligence or willful misconduct, EMPLOYER shall defend, hold harmless, and indemnify ADMINISTRATOR/CONTROLLER against any claim, demand, or other legal action arising out of an alleged act or omission of ADMINISTRATOR/CONTROLLER while in the course of her employment and while acting within the scope of her authority as County Administrator/Controller.

Section 12. Bonding

EMPLOYER shall bear the full cost of any fidelity or other bonds required of ADMINISTRATOR/CONTROLLER under any law or ordinance.

Section 13. Outside Activities

The employment provided for by this Agreement shall be the ADMINISTRATOR/CONTROLLER'S sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the EMPLOYER and the community, the ADMINISTRATOR/CONTROLLER may elect to accept very limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with, nor a conflict of interest with her responsibilities under this Agreement. The ADMINISTRATOR/CONTROLLER agrees to keep the EMPLOYER informed in advance as to her outside activities of this nature.

Section 14. General Business Expenses

A. Subject to adopted policies and procedures and the approved budget, EMPLOYER agrees to pay for reasonable professional dues and subscriptions for the ADMINISTRATOR/CONTROLLER necessary for continued and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the

ADMINISTRATOR/CONTROLLER'S continued professional participation, growth, and advancement, and for the good of the EMPLOYER.

B. Subject to adopted policies and procedures and the approved budget, EMPLOYER agrees to pay for travel and subsistence expenses of ADMINISTRATOR/ CONTROLLER for professional and official travel, meetings, and occasions to adequately continue the professional development of ADMINISTRATOR/CONTROLLER and to pursue necessary official functions for EMPLOYER, including but not limited to the ICMA Annual Conference, the Michigan Association of Counties.

C. Subject to adopted policies and procedures and the approved budget, EMPLOYER agrees to pay for travel and subsistence expenses of ADMINISTRATOR/ CONTROLLER for short courses, institutes, and seminars that are necessary for the ADMINISTRATOR/ CONTROLLER'S professional development and for the good of the EMPLOYER.

D. EMPLOYER recognizes that certain legitimate expenses of a non-personal but job-related nature are incurred by ADMINISTRATOR/CONTROLLER, and agrees to reimburse ADMINISTRATOR/CONTROLLER per County policy. The County Treasurer and County Clerk are authorized to disburse such moneys upon receipt of duly executed expense vouchers, receipts, statements, or personal affidavits.

E. EMPLOYER shall provide ADMINISTRATOR/CONTROLLER with current and reasonable technology required for the ADMINISTRATOR/CONTROLLER to perform the job and to maintain communication within the approved budget.

Section 15. Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: Chairperson
Isabella County Board of Commissioners
200 N. Main Street
Mt. Pleasant, MI 48858

- (2) ADMINISTRATOR/CONTROLLER: Margaret A. McAvoy
922 N. Washington Street
Owosso, MI 48867

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 16. General Information

A. EMPLOYER shall fix any such other terms and conditions of employment relating to the performance of ADMINISTRATOR/CONTROLLER as it may determine from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any other law or ordinance.

B. All provisions of the Isabella County Personnel Policies, as they now exist or hereafter may be amended, shall apply to ADMINISTRATOR/CONTROLLER as they would to other non-union FLSA-exempt employees of EMPLOYER, unless otherwise provided in this Agreement.

C. This Agreement constitutes the full, complete and actual intended understanding and agreement of the parties and supersedes all prior understandings, whether oral or written. The parties do not rely upon any representation, promise, inducement, or statement of intention that is not embodied in this Agreement and no party shall be bound by or liable for any alleged misrepresentation, inducement or statement of intention not so set forth.

D. No provision of this Agreement shall be amended, waived or modified except by an instrument in writing signed by both parties.

E. A waiver by EMPLOYER of a breach of any provision of this Agreement by ADMINISTRATOR/CONTROLLER shall not operate or be construed as a waiver of any subsequent breach by ADMINISTRATOR/CONTROLLER.

F. If any provision, or any portion thereof, contained in this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be deemed severable, and shall remain in full force and effect.

G. This Agreement shall be construed under the laws of the State of Michigan.

ADMINISTRATOR/CONTROLLER

EMPLOYER: ISABELLA COUNTY

Dated: September 17, 2019

Dated: September 17, 2019

By: _____
Margaret A. McAvoy

By: _____
George A. Green
Its: Chairman, Board of Commissioners

Isabella County

County Administrator/Controller

General Summary

Under the general direction of the Board of Commissioners, serves as chief administrative officer of the County and carries out directives and implements policies of the Board related to personnel and employee relations, budget, purchasing, data processing, grant funding, and other areas as directed. Conducts and/or assists labor counsel in labor negotiations, handles grievances, and works with counsel on litigated matters. Supervises staff engaged in budget preparation, personnel and employee relations, and provides other administrative support to the Board and departments. Supervises appointed department managers and serves as liaison between other agencies and the Board of Commissioners.

Essential Functions

1. As the County's designated chief administrative officer, is responsible for preparation of the annual County budget, includes designing and coordinating the budget process, monitoring financial information, working with the Board on personnel and capital items, making recommendations on funding levels for departmental budgetary requests, and preparing the final approved budget.
2. Supervises staff responsible for personnel administration, purchasing, and other administrative functions. Includes responsibility for hiring, training, assigning work, approving leave time, reviewing and evaluating performance and dealing with employee relations issues.
3. Supervises appointed managers of departments such as Building and Grounds, Equalization/Inspections, Parks, Resource Management, Building and Zoning, and Information Systems. Responsible for recommending the hiring of department managers with the Board, assigning functions and reviewing and evaluating managerial performance.
4. Prepares Board and committee meeting agenda and attends meetings to advise counsel, and present pertinent data and information to aid the Board in making decisions and establishing policies. Coordinates agenda with affected parties. Follows up on issues considered and decided upon at meetings.
5. Responsible for the administration of all labor agreements within the County. Serves as an advisor to the departments on employee relations matters, interprets the agreements, and represents the County in grievance procedures and administrative hearings. Works with legal counsel on litigated matter.
6. Supervises the personnel and employee relations program of the County, includes recommending changes to the personnel policies and coordinating the development of new

AM
AC

County-wide policies, overseeing the employment program, overseeing the wage and salary and employee benefit programs, and all other areas related to personnel management.

7. Maintains close contact with employee committees to oversee the administration of the County's health and liability insurance programs and makes recommendations to the Board.
8. Coordinates matters with the Prosecutor regarding corporation counsel work and seeks legal advice and opinions for the Board. Coordinates independent auditing services and other contractual and professional services.
9. Provides assistance to the Board and committees of the Board to facilitate action on matters requiring their attention such as policy review, contract review, contract negotiations, and liaison with other boards and agencies. Investigates and researches various issues and projects assigned by the Board and reports the results with possible alternatives and recommended courses of action.
10. Confers with department managers and seeks to resolve operating problems within current practices and policies. Revises and develops policy dealing with new or changing circumstances for consideration of the Board. Advises departments of relevant board and committee actions.
11. Directs the delivery of data processing services, through the Information Systems department to all county departments. Includes overseeing the development, modification and implementation of systems, the purchase and maintenance of PC based and mainframe applications and contractual services.
12. Oversees the management and maintenance of all County facilities.
13. Represents the Board of Commissioners at meetings with local governmental and state officials. Speaks on behalf of the Commission at various meetings and serves as a resource on existing policies and issues.
14. Drafts policies for the Board on areas such as purchasing, budget, personnel, rules of procedure, building and grounds and monitors and interprets approved policies.
15. Serves as risk manager for the County, includes interacting with third party carriers and administrators for employee insurance, liability, error and omissions, fleet, and umbrella coverage. Reviews claims and works with counsel and the Board regarding settlement options.

Other Functions

16. None listed.

This list may not be inclusive of the total scope of job functions to be performed. Duties and responsibilities may be added, deleted or modified at any time.

*MM
1-14-6*

Employment Qualifications

Education: Require Bachelor's degree; prefer Master's in Business or Public Administration or closely related field.

Experience: Five years of administrative/supervisory experience in local government with responsibility for budgeting, personnel, and other administrative areas.

Other requirements:

FLSA Status: Exempt.

The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria.

***Physical Requirements** [This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements]:*

Ability to access departmental files.

Ability to enter and retrieve information from computers.

Ability to access all locations of County government.

Working Conditions:

Works in office conditions.

