

**Michigan Association for Local Public Health
Executive Director Contract**

This agreement, made this 26 day of September 2014, by and between the MICHIGAN ASSOCIATION FOR LOCAL PUBLIC HEALTH (hereinafter, the "Association") and MEGHAN SWAIN-KUCH (hereinafter, the "Executive Director") is as follows:

WHEREAS, the Association wishes to retain the services of Meghan Swain-Kuch as Executive Director effective May 24, 2010, and

WHEREAS, Meghan Swain-Kuch wishes to be employed by the Association in the capacity of Executive Director effective May 24, 2010, and

WHEREAS, it is to the advantage of both the Association and the Executive Director to specify the conditions under which the Executive Director is to work and to be compensated.

NOW THEREFORE, it is mutually agreed by the parties as follows:

1. EMPLOYMENT

The Association hereby employs the Executive Director who accepts such employment upon terms and conditions hereinafter set forth.

2. TERM

The Association enters into this contract beginning September 30, 2014, extending through September 30, 2016, unless terminated earlier as provided hereunder. It is understood and agreed that the Executive Director is employed at the will and pleasure of the Association and may be terminated from employment with or without cause by the Association as provided for in this section.

Notwithstanding any contrary provision, the Executive Director's employment and this contract may be terminated at the pleasure of the Association Executive Board by a majority vote of the Executive Board members.

- A. In the event that the Association shall terminate this agreement, the Executive Director shall be entitled to a thirty-(30) day written notice unless the Association terminates for just cause. If terminated under this provision, the Executive Director is entitled to one-half of accrued but unpaid, paid time off (PTO). After the conclusion of the thirty-(30) day notice period, the Executive Director will be entitled to 90 days' severance pay if the Executive Director executes the Association's standard waiver of liability and release agreement.
- B. If the Executive Director is terminated for "just cause," the Association shall not be obligated to provide the Executive Director any compensation after the date such termination or voluntary resignation is effective. For purposes of this

agreement, the following shall include but not be limited to being considered just cause and shall be grounds for the immediate termination of this agreement by the Executive Board:

- 1) conviction of or pleading guilty or nolo contendere to a felony or high court misdemeanor;
- 2) embezzlement;
- 3) dishonesty;
- 4) theft;
- 5) misappropriation of funds;
- 6) incompetency or neglect of duty;
- 7) reporting to work or working in an intoxicated condition;
- 8) illegal activity on Association premises during work or non-work hours;
- 9) insubordination;
- 10) violation of any part of this agreement.

The parties agree that the above is not intended to be an exhaustive definition of just cause and recognize that other acts or omissions may also be considered just cause for termination of employment. In the event the Executive Director's employment is terminated by the Association for just cause and the Executive Director disputes same, that dispute shall be submitted to binding arbitration in accordance with the Employment Dispute Resolution Rules established by the American Arbitration Association. The arbitrator shall have no authority to reinstate the Executive Director, to add to, subtract from, or modify this agreement, or provide the Executive Director any compensation or benefits in excess of those which are authorized under this agreement. Further, the arbitrator shall have no authority to award compensation to the Executive Director for a period beyond 90 days. The expenses of the arbitrator shall be split between the parties.

- C. In the event that the Executive Director shall terminate this Agreement, the Association shall be entitled to a thirty-(30) day written notice of termination. The thirty-(30) day notice shall be a prerequisite to the Executive Director receiving accrued but unpaid benefits.

3. COMPENSATION

For all services rendered by the Executive Director, the Association shall pay the Executive Director an annual salary of \$70,000 for the period of May 24, 2010 to September 30, 2012. The Executive Director shall be paid in the same manner and intervals as regular MALPH employees and must have direct deposit.

4. EVALUATION

The Executive Committee will evaluate the Executive Director in July of each year.

Following the evaluation, the Executive Committee will determine the appropriate compensation to be afforded the Executive Director based on prevailing circumstances.

5. DUTIES

The attached job description of the Executive Director's responsibilities, attached hereto as **Exhibit "A"**, is the Executive Director's current responsibilities and may be relied upon by the Executive Director. A work plan will be developed and approved by the Executive Committee within 180 days of employment, subsequently attached as Exhibit "C" and is the statement of performance expectations for the specified period. The Executive Committee may alter the Executive Director responsibilities and work plan, provided that such alteration shall not be effective until a copy of such alteration is delivered to the Executive Director. The Executive Director is exempt from the Fair Labor Standards Act (FLSA) overtime provision and may be required to work overtime without additional compensation. While the Executive Director is not entitled to overtime, schedules may be flexed with the prior approval of the MALPH President.

6. EXECUTIVE DIRECTOR SUPERVISION

The Executive Director shall report to the MALPH President and the Executive Committee.

7. EXECUTIVE DIRECTOR'S BEST EFFORTS

The Executive Director agrees that at all times she will faithfully, and to the best of her ability, experience, and talents perform all the duties that may be required of her.

8. FRINGE BENEFITS

The Executive Director shall be entitled to the same benefits package and rules for their usage afforded to all MALPH employees as outlined in the MALPH personnel policies except as outlined below:

- A. Twenty (20) days of Paid Time Off (PTO) in addition to the week between Christmas and New Years; with five (5) of those days to be credited upon start of employment with balance to begin accruing effective August 16, 2010 on a pay period basis at 1/26 of the employee's eligibility. PTO may not be accumulated beyond 240 hours. Upon termination of employment only 50% is payable.
- B. Other benefits provided to staff (retirement, life insurance, long term and short term disability) which may change from time to time. Current benefits are reflected in **Exhibit "B."**
- C. Continuing Education/Professional Development — Consistent with the job description and within budget limitations, the Employee may attend professional development, trainings and seminars contingent upon prior approval by Executive

Committee.

D. Graduate Level University Reimbursement – MALPH will provide reimbursement for graduate level university course work up to \$1500. In order to be eligible to receive this contract provision, the executive director must comply with the following:

1. Course work must take place through an accredited college or university approved by the MALPH Executive Committee.
2. Course work must be job-related.
3. Course attendance and study must be during non-working hours.
4. Prior to beginning a course, the executive director must provide a course description for approval by the MALPH Executive Committee.
5. The Executive Director must maintain a minimum of a 3.0 grade on a 4.0 scale.
6. Upon completion of the course, the contractor must submit a receipt for reimbursement and a copy of the grade report to the MALPH Executive Committee/MALPH treasurer.

E. Professional dues and memberships – Within budget limitations and subject to the Executive Committee approval, the Association will pay for professional dues and memberships.

9. TRAVEL REIMBURSEMENT

The Executive Director shall be entitled to reimbursement related to business travel and subject to all of the rules for reimbursement as outlined in the MALPH personnel policies.

10. OUTSIDE EMPLOYMENT/COMPENSATION

The Executive Director must receive prior written approval of the Executive Committee before engaging in outside or supplemental employment. In no case shall outside or supplemental employment conflict with or impair the Executive Director's responsibilities to the Association. Any compensation, honorarium, stipend received by the Executive Director for work conducted as a function of her regular employment shall be provided to the Association for deposit into the Association's treasury.

11. WAIVER OF BREACH

A waiver of the Association of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

12. This Agreement is not assignable by either party hereto.

13. NON-DISCRIMINATION

The Executive Director agrees not to discriminate against any employee or applicant for

employment with respect to hire, tenure, term, conditions or privileges of employment because of race, color, religion, national origin, age, sex, sexual orientation, handicap, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the contract and shall be considered just cause to terminate the Executive Director's employment.

14. RETURN OF DOCUMENTS

Upon termination/resignation of employment, the Executive Director agrees to return to the Association all documents, correspondence, papers and other property pertaining to the Association in the Executive Director's possession.

15. MODIFICATION OF AGREEMENT

Modifications, amendments or waivers of any provisions of this agreement may be made only by the written mutual consent of the parties hereto.

16. PREVIOUS AGREEMENTS

This employment agreement hereby supersedes all previous agreements and any amendments and the same shall be null and void.

SIGNED BY:

**MICHIGAN ASSOCIATION FOR LOCAL
PUBLIC HEALTH**

EXECUTIVE DIRECTOR

LINDA VANGILLS, MA
PRESIDENT

MEGHAN SWAIN-KUCH
EXECUTIVE DIRECTOR

DATE: _____

DATE: _____

WITNESSED BY:

WITNESS

WITNESS

DATE: _____

DATE: _____

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15. MODIFICATION OF AGREEMENT

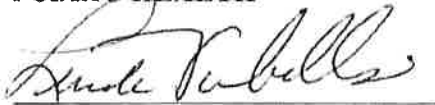
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SIGNED BY:

**MICHIGAN ASSOCIATION FOR LOCAL
PUBLIC HEALTH**



LINDA VANGILLS, MA
PRESIDENT

DATE: 9/26/2014

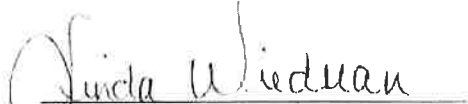
EXECUTIVE DIRECTOR



MEGHAN SWAIN-KUCH
EXECUTIVE DIRECTOR

DATE: 9/26/2014

WITNESSED BY:



WITNESS

DATE: 6-2-15

WITNESS

DATE: _____