

**OGE MAW COUNTY ADMINISTRATOR
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT is entered into this ___ day of April, 2026, by and between the County of Ogemaw, State of Michigan, a municipal corporation and political subdivision of the State of Michigan, by its Board of Commissioners (hereinafter referred to as “Board” or “the Board of Commissioners”) and Francine Zysk (hereinafter referred to as “Administrator” or “Employee”), both of whom agree as follows:

WITNESSETH:

WHEREAS, the Board desires to employ the services of a qualified person to serve as the County Administrator of the County of Ogemaw; and

WHEREAS, the Employee desires to provide such services as County Administrator.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, it is agreed by the parties as follows:

Section 1. Employment. The Employee is employed as the County Administrator of Ogemaw County (“County”) upon the terms and conditions set out in this Agreement. The employee is and will remain an “at will” employee of the Board, serving at the pleasure of the Board pursuant to MCL 46.11(o). Nothing in this Agreement, including but not limited to references to an Initial Term, Option Year, compensation schedule, or severance, shall be construed to create a property interest in continued employment or to alter the at-will nature of the employment relationship. Either the Employee or the Board may terminate this Agreement at any time, with or without cause, subject only to the notice and severance provisions in this Agreement.

Section 2. Authority. All designation of authority of the County Administrator shall be derived from a delegation or an assignment in the sole discretion of the County Board of Commissioners. All authority delegated to the County Administrator shall be limited to those

administrative and executive functions lawfully delegable by the Board of Commissioners under Michigan law. Nothing herein shall be construed as a delegation or abdication of the Board's legislative, policy-making, or budgetary authority, which is expressly reserved to the Board.

Section 3. Duties.

A. In addition to the duties enumerated in the job description attached herein as Appendix A, and those additional duties assigned from time to time. The Administrator shall direct all appointed officers and departments of the County and such other County entities and officials as the Board shall direct. However, the Board may, from time to time, by resolution, alter the Administrator's responsibilities, provided that such alterations shall not be effective until a copy of such resolution shall be delivered to the Administrator.

B. Best Efforts. The Employee 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. The Employee shall report to the Board and such specific commissioners and/or committees as may be designated by the Board from time to time in its discretion.

C. Work Hours. The parties acknowledge that the position of County Administrator is a salaried executive position requiring irregular hours. The Employee shall devote whatever time and attention are reasonably necessary to fulfill the duties of the position and is expected to work not less than thirty-five (35) hours per week, recognizing that the position frequently requires additional hours beyond a standard workweek. The County shall have the option, in its sole discretion, by resolution of the Board, to extend the contract for an additional one (1) year, subject to the terms and conditions of this Agreement.

D. The Employee shall serve as the chief administrative officer of the County for purposes of the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended (MCL 141.421 *et seq.*).

Section 4. Term.

A. The term of this Agreement shall commence April 20, 2026, and continue through April 19, 2028 (“Initial Term”). The County shall have the option, at its sole discretion, to extend the contract for an additional one (1) year, subject to the terms and conditions of this Agreement (“Option Year”). The Option Year must be exercised, if at all, by resolution of the Board at least sixty (60) days prior to the end of the Initial Term. If an Option Year is not exercised, or at the end of the Option Year if it is exercised, each party will provide at least sixty (60) calendar days prior written notice to the other party of their desire to continue the Agreement or allow it to terminate by operation of its terms.

B. Notwithstanding the provisions of this section or any other provision in this Agreement to the contrary, it is expressly understood and agreed by the Board and the Employee that this Agreement is, at all times, subject to the Board’s right and the Employee’s right to termination of this Agreement as set forth in Section 8, below.

Section 5. Compensation.

A. The Employee shall remain in the exclusive employ of Ogemaw County from the effective date of this Agreement until termination.

B. Salary. The Board agrees to pay the Employee, for all services rendered under this Agreement, at an annual rate payable biweekly in the same manner as department heads as follows:

- (1) For the first six (6) months: ONE HUNDRED TEN THOUSAND AND NO/100 (\$110,000.00) DOLLARS.
- (2) For the second six (6) months: ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED AND NO/100 (\$112,500.00) DOLLARS.
- (3) For the next twelve (12) months: ONE HUNDRED FIFTEEN THOUSAND AND NO/100 (\$115,000.00) DOLLARS.
- (4) If the County exercises the Option Year, then for the Option Year ONE HUNDRED TWENTY THOUSAND AND NO/100 (\$120,000.00) DOLLARS.

C. Paid Time Off.

- (1) The Employee shall have accrue Paid Time Off as set forth in the Personnel

Manual.

(2) No additional vacation, sick leave, or personal days leave shall be accrued or credited.

D. Health Plan. The Employee shall participate in Ogemaw County's Health, Dental, and Vision Plans, to be paid by the County of Ogemaw at the same rate paid to other County employees pursuant to its adopted Personnel Manual, including the option to receive pay-in-lieu of participation in Ogemaw County provided Health Plan on the same terms as other Ogemaw County employees.

E. Life Insurance. The Employee shall be provided with a paid term life insurance policy as set forth in the Personnel Manual.

F. Pension. The County agrees to enroll the Administrator into the County's defined contribution pension plan with the Municipal Employees Retirement System (MERS) of Michigan, an agent multiple-employer, state-wide, public employee pension created under Public Act 135 of 1945, and now operated under Public Act 220 of 1996, with employer and Employee contributions consistent with the Personnel Manual and the MERS plan.

G. Personnel Manual. By her execution of this Agreement, Employee acknowledges she has been provided a copy of the Ogemaw County Personnel Manual and have had an opportunity to review it. Employee acknowledges that the Personnel Manual may be amended from time to time.

Section 6. Outside Employment. The Employee shall not engage in any employment or business outside this Agreement except as specifically approved in writing by the Board and under the following circumstances:

A. In the event the Employee is approved by the Board to engage in outside or supplemental employment, she shall:

(1) Not engage in such activity during the Employee's regularly scheduled working hours.

(2) Not use the name of the Board of Commissioners or Ogemaw County as a

- credential in advertising or soliciting customers or clients.
- (3) Not use Ogemaw County supplies, facilities, staff, or equipment in conjunction with any outside or supplemental employment or private practice.
 - (4) Maintain a clear separation of outside or supplemental employment from activities performed for the Board of Commissioners.
 - (5) Not cause any incompatibility, conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of the Employee's duties.

B. The Board shall not be liable, either directly or indirectly, for any activities performed in conjunction with supplemental employment.

Section 7. Performance Goals/Evaluation.

A. Performance Evaluation. The Board of Commissioners, or its designee may complete a performance evaluation of the Employee at the end of six (6) months, twelve (12) months, eighteen (18) months, and at least sixty (60) days prior to twenty-four (24) months of employment, and thereafter at or about every 12 months or at the direction of the Board for the duration of the Agreement.

B. In the event that the Board concludes during any evaluations that the Employee's performance of duties is unsatisfactory in any respect, it may require the Employee to submit a specific corrective action plan to the Board for its review, modification and approval within 30 days of the date of the evaluation.

C. Nothing herein shall be construed as limiting the County's rights under Section 8.

Section 8. Termination.

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of the Employee at any time, with or without cause.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with Ogemaw County upon giving the Board three (3) months advance written notice.

Section 9. Severance Pay.

A. In the event the Employee is terminated by the Board without just cause before expiration of the Initial Term or any exercised Option Year, and provided the Employee is willing and able to perform the duties of County Administrator, the Board shall pay the Employee a lump-sum cash severance equal to three (3) months' salary or the remaining salary due under the Agreement, whichever is less, conditioned upon the Employee's execution of a written general release and waiver of employment-related claims in a form mutually agreed upon by the parties, which shall not require waiver of claims that cannot be lawfully waived.

B. However, in the event the Employee's employment is terminated by the Board for just cause, then the Board shall have no obligation or liability to provide severance pay as designated in subsection A. For purposes of this Agreement, "just cause" shall mean conduct or performance materially affecting the Employee's ability to perform the duties of County Administrator or materially impairing the public trust, including but not limited to:

- (1) Conviction of or pleading guilty to a felony or high court misdemeanor
- (2) Perjury
- (3) Theft
- (4) Destruction of property
- (5) Gross neglect of duty
- (6) Reporting to work or working in under the influence of illegal drugs or alcohol
- (7) Illegal activity during work or non-work hours
- (8) Insubordination
- (9) Violation of any part of this agreement

C. If the Board, at any time during the employment term, reduces the salary or other financial benefits of the Employee in a greater percentage than an applicable Budget driven across-the-board reduction for all County employees, or if the Employee resigns following a formal request by the Board that she resign, the Employee may, at their option, be deemed "terminated" within the meaning and context of subsection A above pertaining to severance pay.

D. If the Employee voluntarily resigns employment with Ogemaw County before expiration of the aforesaid Initial Term or Option Year of employment, the Employee shall give the

Board three (3) months' notice in advance. Failure to provide such notice will result in the immediate forfeiture of the Employee's accumulated and unused personal leave. No severance pay will be provided if the Employee voluntarily resigns, except as provided in subsection C.

E. Not later than ninety (90) days prior to the expiration of the Option Year, the Board Chair of the Board of Commissioners, or a person designated by the Board Chair, shall submit a recommendation to the full Board of Commissioners as to whether to exercise the Option Year, after consultation with the Employee as to whether or not she wishes to continue. The parties may agree to an alternate time frame, length of future employment agreements and compensation level if desired.

Section 10. General Expenses/Reimbursement. The Board recognizes that certain expenses on a non-personal job-affiliated nature are incurred by the Employee, and hereby agrees to reimburse or to pay said general expenses as incurred. The County will disburse such monies, as budgeted in the Annual Budget, upon receipt of duly executed expense vouchers, receipts, or invoices submitted by the Employee. Such expenses include travel, lodging, etc. for County-related business, provided, however, that such reimbursement for expenses shall be consistent with general Ogemaw County Policy and the reimbursement of such expenses in other Ogemaw County Departments.

Section 11. Other Terms and Conditions of Employment. Unless the provisions of this Agreement provide otherwise, all provisions of Ogemaw County Personnel Manual and any other applicable policy adopted by the County Board relating to holidays, fringe benefits and working conditions also shall apply to the Employee as they would to other unrepresented, FLSA exempt General Fund non-law enforcement employees of Ogemaw County.

Section 12. General Provisions.

A. This Agreement constitutes and embodies the full, complete and actual intended understanding and agreement of the parties and supersedes all prior understandings, whether oral or written. No representation, promise, inducement, or statement of intention has been made by any party

which is not embodied in the Agreement and no party shall be bound by or liable for any alleged misrepresentation, promise, inducement, or statement of intention so set forth.

B. This Agreement contemplates personal services by the Employee, and the Employee may not transfer or assign the Employee's rights or obligations under this Agreement.

C. No waiver by either party at any time of any breach or nonperformance of any term of this Agreement by the other party shall be deemed a waiver of any prior or subsequent breach or nonperformance under the same or any other term of this Agreement.

D. The Employee, as required by law, shall not discriminate against any person seeking services from the County or against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matters directly or indirectly related to employment because of physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position, or because of race, color, height, weight, marital status, gender, gender identity, religion, national origin, age, or sex. Breach of this covenant may be regarded as a material breach of this Agreement and just cause for termination.

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

F. The provisions of this Agreement are independent of and separate and severable from each other. If any provision, or any portion thereof, contained in this Agreement is held to be invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

G. Upon termination of employment, the Employee agrees to return to the County all documents, correspondence, papers, and other property pertaining to the County then in the Employee's possession.

H. This Agreement shall be construed and governed in accordance with the laws of the

State of Michigan.

I. All previous contracts and agreements between the parties are terminated and neither party shall have any liabilities or obligations under the terms of any such prior contracts or agreements.

IN WITNESS WHEREOF, the County of Ogemaw has caused this Agreement to be signed and executed on its behalf by its Chairperson, and duly attested by its County Clerk, and the Employee has signed and executed this Agreement.

Attest:

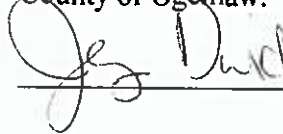


Breck Gildner
Ogemaw County Clerk

Dated:

4/20/26

County of Ogemaw:

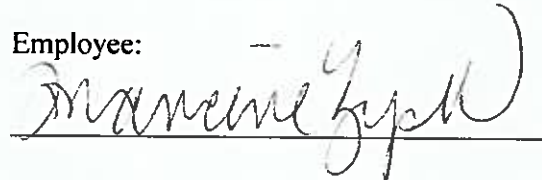


Jenny David, Chairman
Ogemaw County Board of Commissioners

Dated:

4-16-2026

Employee:



Francine Zysk
Ogemaw County Administrator

Dated:

4/20/26

APPROVED AS TO LEGAL FORM FOR COUNTY OF OGEMAW:

COHL, STOKER & TOSKEY, P.C.

By: Donald J. Kulhanek, Esq.

On: April 10, 2026