



STATE OF MICHIGAN  
DEPARTMENT OF COMMUNITY HEALTH  
LANSING

RICK SNYDER  
GOVERNOR

OLGA DAZZO  
DIRECTOR

May 1, 2012

Jack Enderle, Chairman  
Mid-Michigan District Health Department  
Board of Health  
615 N. State Street, Suite 2  
Stanton, MI 48888-9702

Dear Mr. Enderle,

I have received your communication requesting the approval of the appointment of Marcus Cheatham as the Health Officer for the Mid-Michigan District Health Department. After a review of his credentials, I am happy to approve the appointment and recognize Dr. Cheatham as the Mid-Michigan District Health Department Health Officer, with a start date of May 29, 2012.

I am also approving an Acting Health Officer appointment for Mary Kushion for the period May 1, 2012 through May 28, 2012.

I look forward to continuing the positive working relationship between the Mid-Michigan District Health Department and the Michigan Department of Community Health. If you need assistance or if any of the above information changes, please contact Local Health Services at (517) 335-8024.

Sincerely,

Jean Chabut, Deputy Director  
Public Health Administration

cc: Local Health Services  
Mary Kushion  
Marcus Cheatum

**LETTER OF AGREEMENT**

**Between**

**Mid-Michigan District Health Department (MMDHD)  
And Central Michigan District Health Department (CMDHD)**

**PURPOSE:** The Mid-Michigan District Health Departments is in need of the services of a Health Officer for an interim period commencing on May 1, 2012 and ending on May 28, 2012.

**CENTRAL MICHIGAN DISTRICT HEALTH DEPARTMENT RESPONSIBILITIES:**

- Provide the Health Officer services of Mary Kushion, both on-call and on-site as warranted to MMDHD to assure compliance with state laws and codes related to the provision of public health services.
- Provide contact and schedule information for Ms. Kushion during the agreement time period.

**MID MICHIGAN DISTRICT HEALTH DEPARTMENT RESPONSIBILITIES:**

- Provide daily schedule and contact information for Melissa Bowerman, Director of Administrative Services who will be responsible for day-to-day routine operations.
- Agree to compensate Ms. Kushion for her time and travel should situations warrant on-site direction and pay CMDHD within 30 days of receipt of the invoice for services and related expenses.


**TERMINATION OF AGREEMENT:**

The agreement shall remain in effect until May 28, 2012.

**SIGNATURES OF AUTHORIZED OFFICIALS:**

**CENTRAL MICHIGAN DISTRICT  
HEALTH DEPARTMENT**

By:   
George Green  
Chairman Board of Health



**MID-MICHIGAN DISTRICT  
HEALTH DEPARTMENT**

By:   
Jack Enderle  
Chairman Board of Health



# MID-MICHIGAN DISTRICT HEALTH DEPARTMENT

An Accredited Local Public Health Department [www.mmdhd.org](http://www.mmdhd.org)

**CLINTON**  
Branch Office  
1307 E. TOWNSEND RD.  
ST. JOHNS, MI 48879-9036  
989-224-2195

**GRATIOT**  
Branch Office  
151 COMMERCE DRIVE  
ITHACA, MI 48847-1627  
989-875-3681

**MONTCALM**  
Branch Office  
615 N. STATE ST., STE. 1  
STANTON, MI 48888-9702  
989-831-5237

**ADMINISTRATIVE OFFICES**  
SUITE 2  
615 N. STATE STREET  
STANTON, MI 48888-9702  
989-831-5237

KIMBERLY SINGH, M.A.  
*Health Officer*

ROBERT GRAHAM, DO, MPH, FAFAP  
*Medical Director*

Administrative Offices – Stanton

May 23, 2012

**Board of Health**  
Bruce DeLong  
Jack A. Enderle  
Teresa Hagerman  
Tom Lindeman  
Roland Merignac  
Carl Paepke



Re: Authorization for Health Officer to Sign Contracts

To Whom It May Concern:

Marcus Cheatham, Health Officer for the Mid-Michigan District Health Department, is authorized to sign contracts on behalf of the Mid-Michigan District Board of Health. This authorization is effective June 1, 2012. This designation replaces the designation of Kimberly Singh who was granted this authority in November 1996.

Sincerely,

Jack A. Enderle, Chairperson  
Mid-Michigan District Board of Health

## EMPLOYMENT AGREEMENT

This Employment Agreement is made and effective May 29<sup>th</sup>, 2012, by the MID-MICHIGAN DISTRICT HEALTH DEPARTMENT BOARD OF HEALTH ("the Board") and Mark Cheatham ("the Employee").

### 1. Employment

In accordance with the terms of this Employment Agreement, the Board employs the Employee as the Health Officer for the Mid-Michigan District Health Department.

### 2. Term of Employment

Both parties recognize that the Employee's employment in the position of Health Officer shall be completely at the will and pleasure of the Board. The Employee and this Employment Agreement may be terminated by a vote of five of the six sitting members of the Board, with or without cause.

### 3. Education, Training and Certification

The Employee represents that they have all the education, training and certification that may be required for the position of Health Officer.

### 4. Compensation

The Employee shall be compensated on a bi-weekly basis based upon the wage band established by the Board of Health. (See attached wage band.) Any changes in compensation during the term of the contract will be consistent with non-union wage adjustments. A satisfactory performance review will be completed by the Board of Health prior to any annual compensation change.

### 5. Fringe Benefits

The Health Officer shall receive the following fringe benefits:

- a) Health, dental, disability and life insurance equivalent to the benefits provided by the Department to non-unionized personnel;
- b) Bereavement leave pay and sick leave pay benefits equivalent to the benefits provided by the Department to non-unionized personnel;
- c) Vacation leave equivalent to the benefit provided by the Department to non-unionized personnel. The accrual of such vacation leave shall be calculated in the same manner as the method used for the Department's non-unionized personnel and the maximum accumulation of such leave shall also be calculated in the same manner as the method used for the Department's non-unionized personnel;
- d) Personal leave each year equivalent to the benefit provided by the Department to non-unionized personnel;
- e) Mileage, travel, meals and lodging reimbursement equivalent to the benefits provided by the Department to non-unionized personnel;

- f) Pension:
- i) Program: Michigan Employees Retirement System Benefit B-3;
  - ii) Benefit: 2.25% of the member's final average compensation multiplied by years and months of credited service, but not to exceed 80% of the member's final average compensation;
  - iii) Final Average Compensation: Computed on the highest 60 consecutive months of earnings, divided by three;
  - iv) Employee Contribution: 3% of wages;
  - v) Vesting: 10 years, retirement age 60;
- g) Professional dues and subscriptions. The Board agrees, within budget limitations, and subject to the Board's approval, to pay for the professional dues and subscriptions of the Employee necessary for the Employee's continuation and full participation in national, state, regional, and local associations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Department;
- h) Professional trainings and seminars. Consistent with the job description, the Employee may attend professional meetings and seminars at the local and state level. Any out-of-state travel must have prior approval by the Board. Reasonable expenses of all trainings and seminars attended by the Health Officer will be paid by the department. A summary of trainings and seminars shall be included in the Health Officer's written report to the Board.

#### 6. Notice of Termination

The Board reserves the right to terminate this Employment Agreement and to end the Employee's employment with or without cause of any nature to the Employee. If the Board gives less than sixty (60) days notice that it intends to terminate this Employment Agreement and the Employee's employment, it will pay to the Employee the difference, if any, between sixty (60) days pay at the Employee's then current salary and the salary amount attributable to the notice actually given to the Employee. Sixty (60) days of continued health insurance coverage will be granted, unless the Board terminates for just cause.

In the event termination of this Employment Agreement is initiated by the Employee, the Employee shall provide sixty (60) days written notice to the Board. The Employee's failure to do so shall result in the forfeiture of any accumulated vacation pay.

#### 7. Return of Property

Upon termination of employment, the Employee shall immediately return all Department documents, correspondence, files, papers, or property of any kind which the Employee may have in her possession or control.

#### 8. Supplemental Employment

The Employee must receive written approval of the Board before engaging in outside or supplemental employment. In no case shall outside or supplemental employment conflict with or impair the Employee's responsibilities to the Board.

9. Job Duties

The Employee shall perform all duties as required by the Board. The Employee agrees that at all times they will, faithfully and to the best of their ability, experience, and talents, perform all the duties that may be required of them. The Employee shall report to the Board and/or such other representative as may be designated by the Board.

10. Insurance

The Employee shall be covered by the Board's existing general liability insurance policy.

11. Compliance With The Law

The Employee shall perform all of their duties and obligations in complete compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations, and shall adhere to all of the Board's policies and procedures.

12. Invalid Provisions

If any provision of this Employment Agreement is held to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

13. Modification of Agreement

This Employment Agreement may be modified only by the mutual written consent of both parties.

14. Complete Agreement

This Employment Agreement shall supercede any and all prior contractual arrangements between the parties and shall serve as the sole basis for the Employee's employment.

15. Authorization To Enter Into Agreement

This Employment Agreement has been approved by the Board on March 20, 2012 approving its terms and authorizing the Board's Chairperson to sign it on the Board's behalf. A copy of the Minutes of the Regular Board Meeting held March 20, 2012, is attached and incorporated by reference.

16. Expiration of Agreement

This Employment Agreement shall expire and terminate at 11:59 p.m., September 30, 2014 .

MID-MICHIGAN DISTRICT HEALTH  
DEPARTMENT BOARD OF HEALTH

Dated: 4/19/ \_\_\_\_\_, 2012

By: Jack Enderle  
Jack Enderle, Chairperson  
"Board"

Dated: 4/17/12 \_\_\_\_\_, 2012

Mark W. Cheatham  
Mark Cheatham, Health Officer  
"Employee"

**Health Officer Wage Band**

The wage bands listed below were established and approved by the Board of Health at their regularly scheduled meeting on Tuesday, March 20, 2012.

**Wage Band Effective March 20, 2012** - Effective March 20, 2012 through September 30, 2013, the following wage schedule shall become effective:

P	1	2	3	4	5
86,000	89,000	92,000	95,000	98,000	101,000