



Manistee County Courthouse  
415 Third Street • Manistee, Michigan 49660

**CLERK**

Jill M. Nowak  
(231) 723-3331

**CONTROLLER/ADMINISTRATOR**

Lisa Sagala  
(231) 398-3504

**Board of Commissioners**

**CHAIRPERSON**  
Jeffrey Dontz

**VICE-CHAIRPERSON**  
Karen Goodman

Margaret Batzer  
Eric Custad  
Pauline Jaquish  
Nikki Koons  
Richard Schmidt

**PERSONNEL COMMITTEE**

Friday, May 07, 2021  
9:00 A.M.

Courthouse & Government Center  
Board of Commissioner's Room

**AGENDA**

1. Call to Order
2. Public Comment
3. Application for Education Assistance – Appendix A
4. Committee Appointments – Appendix B
5. Applicant Letter and Authorization to Release Information form for Boards/Commissions – Appendix C
6. Update on the Nottley study
7. Director of Equalization Employment Agreement – Appendix D
8. Other items from Committee members
9. Adjournment

APPLICATION FOR EDUCATION ASSISTANCE FROM  
THE MANISTEE COUNTY EDUCATION FUND

Name: **Jacob Bielski**

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Department: **Manistee County Sheriff's Office**

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Title: **Detective**

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Degree/Certificate/Coursework Seeking: **Bachelor (C.J)**

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Amount Requesting: **\$1,000**

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Educational Institution: **Lake Superior State University**

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Anticipated Degree/Certificate/Course Completion Date: **Summer 2021**

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Explanation of Education Assistance Request:

This assistance program would help me persue a Bachelor's degree in the field of Law Enforcement/Criminal Justice to further assisting this agencies goal to strive for continuing education. I strongly agree that continued education with aspirations of obtaining a Masters Degree (Business/Administration) in the near future will only project a positive image for this office for many more years to come. Due to the recent pandemic, I believe applying for this assistance and saving as much money as possible would be benifical not only towards my family, but community as well.

It is understood that regular full-time employees are eligible to apply for the education assistance after completion of twelve (12) months of continuous full-time employment and they must remain employed by the County for a minimum of forty-eight (48) months after completion of approved training. An employee whose employment with the County is terminated prior to fulfilling this obligation will be required to reimburse the County for the assistance received prior to the release of his/her final paycheck, where the employee: (a) voluntarily terminates his/her employment with the County, or (b) is terminated, dismissed or discharged for cause from his/her employment with the County. This reimbursement requirement shall not apply to an employee whose employment is terminated due to the election of a new elected official, or to an employee employed under a written contract of employment where the contract expires and is not renewed by the County.

AB  
4-20-21

Signature of  
Employee: Dated:

  
4/20/21

Signature of  
Supervisor: Dated:

  
4-20-21

Approved by Personnel Committee on  
Approved by County Board on  
Amount Approved \$

Disapproved by Personnel Committee on

Comments:

\_\_\_\_\_  
\_\_\_\_\_

  
11-20-21

# Lake Superior State University

650 W Easterday Avenue, Sault Ste Marie MI 49783

www.lssu.edu

## Days of the Week :

M-Monday; T-Tuesday; W-Wednesday; R-Thursday; F-Friday; S-Saturday; U-Sunday;

## Buildings :

ART-Arts Center

CAS-Center For Applied Science/Engineering Technology

CCC-Child Care Center

CIS-Walker Cisler Student & Conference Center

CRW-Crawford Hall of Science

LBR-Shouldice Library

NOR-Norris Center

WMH-War Memorial Hospital

Bielski, Jacob  
A00027864

## Summer 2021

CRN	Course	Title	Credits	Instructor	Begin	End	Days	Time	Location
30020	CJUS 345-00N	Stats & Design/Public Safety	4.000	Gordier	05/10	07/30	TBA	TBA	ONLINE COURSE
30021	CJUS 345-N0A	Stats & Design/Public Safe Lab	.000	Gordier	05/10	07/30	TBA	TBA	ONLINE COURSE
30022	CJUS 401-00N	Senior Seminar	3.000	Westrick	05/10	07/30	TBA	TBA	ONLINE COURSE
<b>Total Credits:</b>			<b>7.000</b>						



**LAKE SUPERIOR**  
STATE UNIVERSITY

Lake Superior State University  
650 W Easterday Avenue  
Sault Sainte Marie, MI 49783  
906-635-2276  
<http://www.lssu.edu>

Student ID: A00027864  
Statement Date: 04/16/2021  
Student Name: Mr Jacob Bielski  
Term: Summer 2021

### Student Schedule/Bill

CRN	SUBJ	CRSE	SEC	COURSE TITLE	CREDS	DAYS	START/STOP	BUILD	ROOM
30020	CJUS	345	00N	Stats & Design/	4.00	TBA	TBA		ONLINE COURS
30021	CJUS	345	N0A	Stats & Design/	0.00	TBA	TBA		ONLINE COURS
30022	CJUS	401	00N	Senior Seminar	3.00	TBA	TBA		ONLINE COURS
Course Credits:					7.00				

#### CHARGES

#### CREDITS/ANTICIPATED CREDITS

LSSU "One Rate" Tuition	2,331.00		
Online/Virtual Course Fee	200.00		
Program Fee	175.00		
Special Course Fee	20.00		
<b>Total Charges:</b>	<b>\$ 2,726.00</b>	<b>Total Credits/Anticipated Credits:</b>	<b>\$ 0.00</b>

#### FINANCIAL AID RECIPIENTS EXPLANATION OF ANTICIPATED CREDITS

The financial aid shown on this bill has been subtracted from your amount due on the assumption that you will complete all outstanding requirements to finalize your aid. Go to 'Requirements' tab under 'Financial Aid' on your MYLSSU Anchor Access account to review all outstanding 'Documents Needed to Receive Aid'.

Aid was awarded based on enrollment at time of award and will not be adjusted until the end of the add/drop period. Alternative and Parent Plus loans will not show up on your bill until the loan app is approved and LSSU is notified by the lender.

If you are expecting aid that is not shown on this bill, please review your aid 'Award' & contact the Financial Aid Office at [finaid@lssu.edu](mailto:finaid@lssu.edu)  
For billing questions or concerns, please contact the Business Office  
PH: 906-635-2600 ~ EMAIL: [busops@lssu.edu](mailto:busops@lssu.edu)

Previous Balance:	\$ 0.00
Current Term Balance:	\$ 2,726.00
<b>CURRENT AMOUNT DUE:</b>	<b>\$ 2,726.00</b>

**Committee appointments**

Airport Authority

Centra Wellness Network

Manistee DHHS Board

Library Board

Land Bank Authority

Manistee County Transportation Board

Medical Examiner

Manistee County Planning Commission

Parks and Recreation Commission

Manistee County Road Commission

Veterans Counselor

Northwest Workforce Development Board (recommended by Networks NW)

Board of Canvassers – MCL 168.24a for regular terms, the two political parties that cast the greatest number of votes for the SOS in the last election have two representatives on the Board. The two political parties submit name. Commissioners appoint from those names.

Jury Board – MCL 600.1301 appointed by the County Board of Commissioners at the recommendation of the Circuit Court Judge.



Dear Applicant,

Thank you for your interest in becoming a Board/Commission member with Manistee County. As part of the application process, we routinely check the background of every applicant.

Please complete the attached AUTHORIZATION TO RELEASE INFORMATION form and return it to the Manistee County Clerk's office along with the Application for Boards/Commissions prior to the deadline for the advertised position in which you are applying for.

If you have any questions regarding the application process, please contact the Manistee County Clerk's office at 231-723-3331.

Sincerely,

Jill M. Nowak, Manistee County Clerk

### AUTHORIZATION TO RELEASE INFORMATION

First Name \_\_\_\_\_ Middle Name \_\_\_\_\_

Last Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Telephone Number \_\_\_\_\_

Date of Birth \_\_\_\_\_ Race \_\_\_\_\_

**TO WHOM IT MAY CONCERN:**

I am an applicant for a Board/Commission with Manistee County, hereinafter referred to as "County". The County needs to thoroughly investigate my background to evaluate my qualifications to hold the position for which I applied.

I HEREBY AUTHORIZE Manistee County to perform a check of background including:

- ICHAT State of Michigan Police background check
- Any other police and/or agency records to the extent permitted by State and Federal Law.

For and in consideration of the County's acceptance and processing of my application for appointment to a Board/Commission, I agree to hold the County, its agents, and employees harmless from any and all claims and liability associated with my application for appointment to



a Board/Commission or in any way connected with the decision whether or not to appoint me to a Board/Commission. I understand that should information of a serious criminal nature surface as a result of this investigation, such information may be turned over to the proper authorities.

I understand my rights under Title 5, United States Code, Section 552a, the Privacy Act of 1974, with regard to access and to disclosure of records, and I waive those rights with the understanding that information furnished will be used by the County in conjunction with appointment procedures.

I understand that all information obtained in the background check process will be kept confidential.

Should there be any questions as to the validity of this release, you may contact me at the address listed on this form.

I agree to indemnify and hold harmless the person to whom this request is presented and his/her agents and employees from any and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or by reason of complying with this request.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

, Notary Public

Dated: \_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_



## EMPLOYMENT AGREEMENT

### Director of Equalization

This Agreement is entered into this 1<sup>st</sup> day of July 2020, between the Manistee County Board of Commissioners, hereinafter referred to as “Employer”, and Heather S. Vasquez, hereinafter referred to as “Employee”.

The Board is desirous of retaining Mrs. Vasquez in the position of Manistee County Director of Equalization and Mrs. Vasquez is desirous of accepting said position pursuant to the terms and conditions hereinafter set forth.

#### RECITALS:

1. Employment and Duties:

- A. The Employer hereby affirms its appointment of the Employee to the position of Director of Equalization for the County of Manistee, Michigan.
- B. The Employee agrees to establish policy for conducting appraisals and surveys of both real property and personal property in order to determine County equalized value; to administer policies relating to the assessment of property and provide full support data for the equalization of assessments by the Board of Commissioners; to format and compile data for summer and winter tax bills, calculate millage rollback fractions and prepare millage apportionment reports; and other various duties.
- C. The term “employed” shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on the Employee’s time off.
- D. The Employee shall perform other duties and activities by official action of the Board or directed by the elected Chairperson of the Board within the scope of the Equalization process. Any such direction by the Chair may be subject to approval of the Board.

2. Term:

The term of this Agreement shall be for a period of two (2) years, renewable on an annual basis.

3. At Will Employment:

The Employee understands and agrees that her employment as Director of Equalization of Manistee County is "at will" and may be terminated for any reason or no reason.

4. Compensation:

For her services as Director of Equalization, the Employer agrees to pay the Employee an annual salary. In no event shall the annual compensation be less than \$59,053.86.

FY 2020-21: \$59,053.86

FY 2021-22: TBD

FY 2022-23: TBD

Adjustments to be made by the Employer at its discretion. The salary shall be subject to payroll deductions required by law or requested by the Employee and determined to be available and proper.

5. Benefits:

A. Except as otherwise provided in this Agreement, the Employee shall be entitled to the same economic fringe benefits provided non-Union, non-Court staff, including any required premium contribution(s), excluding any benefits not appropriate for an executive employee.

6. Vacation:

The Employee must take vacation time during the calendar year succeeding the calendar year in which such vacation accrued. The Employee shall be entitled to twenty (20) paid vacation days per calendar year and may carry no more than five (5) vacation days to be used by March 31, of the following year and approval for use must be obtained from the County Controller/Administrator. Vacation

time shall not accumulate, and the Employee shall not be paid for such days, except for the unused balance at the time of termination of this Agreement. Vacation periods shall be selected by the Employee during periods of time less disruptive to the operations of the County and shall be subject to approval by the Employer. The Employee shall also be entitled to six (6) paid personal days per year, with up to three (3) unused days payable at the current rate of pay at each year end.

7. Hours of Work:

It is recognized and understood that the Employee must devote a significant amount of time outside the normal office hours to business of the Employer, and to that end, Employee will be allowed to work flexible hours subject to the review and approval of the Employer. It is the understanding of the parties that the Employee shall work a minimum of thirty-seven and one-half (37.5) hours per week.

8. Retirement:

The Employee shall be enrolled in the Municipal Employees' Retirement System (MERS) during the term of this Agreement at the B-4, F55/20 level. The Employee shall be required to make the same member contribution as required in the Manistee County Executive Employee group.

9. Business Expenses:

Actual and necessary expenses incurred by the Employee in the performance and discharge of official duties and functions authorized by the Employer shall be reimbursed upon submission of receipts and appropriate vouchers.

10. Professional Development and Meetings:

The Employee may and is encouraged to attend official conferences or meetings approved by the Employer and subject to budget limitations. All actual and reasonable travel and lodging expenses necessary to permit the Employee to attend such conferences or meetings shall be paid by the Employer.

11. Membership and Dues:

The Employer agrees to pay the membership and dues to permit the Employee to be a member of professional organizations and such other organizations as approved by the Employer and subject to budget limitations.

12. Performance Evaluation:

The Employer shall review and evaluate the performance of the Employee, in writing, on or before December 31 of each year of the term. The review and evaluation shall be in accordance with the Performance Evaluation Policy and based upon criteria adopted by the Employer. Criteria may be added or deleted as the Employer may from time to time determine, with notice to the Employee. The Employee shall have an opportunity to discuss her evaluation with the Employer. Annually, the Employer and the Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the County and in the attainment of the Employer's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing.

13. Residence:

The Employee agrees to maintain her residence in Manistee County, Michigan, during the term, including any renewals or extensions.

14. Bonding:

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under law.

15. Other Terms and Conditions of Employment:

The Employer, in consultation with the Employee, shall adjust any other term and condition of employment relating to the performance of the Employee as it may determine reasonable from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, or any applicable law.

16. Termination:

- A. Termination by Employee. This Agreement may be terminated upon ninety (90) days advance written notice provided by the Employee to the Employer, or by the death or incapacity of the Employee. In the event of any such termination, the Employee shall not be entitled to severance payment from the County. If the Employee fails to provide this notice, she will forfeit any accrued paid time off which she may be entitled to when this Agreement is terminated. If the Employer receives the Employee's notice of voluntary termination, the Employer may, at its sole discretion, immediately effect the voluntary termination of the Employee's employment. Any voluntary termination of this Agreement by the Employee as described in this provision shall terminate the rights and obligations of each of the parties.
- B. Termination by Employer. The Employee understands that he serves at the pleasure of the Employer and may be removed with or without cause at any time.
- C. Termination by Employer With Cause. In the event the Employer terminates this Agreement for cause, the termination shall be effective on the date of the Employer's oral or written notice of termination and the Employee shall be paid for wages and benefits which accrued through the date of termination only.
- D. Termination by Employer Without Cause. In the event the Employer exercised its right to terminate the Employee for any reason other than for cause pursuant to Paragraph 15.B. above, the Employee shall be entitled to severance payment in the amount of the wages and the value of fringe benefits not to exceed three (3) months.

17. Indemnification:

The Employer shall indemnify the Employee against expenses (including attorney fees) and amounts paid in settlement actually and reasonably incurred by her in connection with the defense of any civil, criminal or administrative action, suit or proceeding in which she is made a party or with which she is threatened, by reason of being or because of any act as Director of Equalization within the course and scope of her duties and employment hereunder if she acted in good faith and in a manner she reasonably believed to be in or not opposed to the best interest of the Employer, and with respect to any criminal action or proceeding, had no reasonable cause to believe her conduct was unlawful. Notwithstanding the foregoing, she shall not be entitled to

indemnification regarding (1) any matter in which she shall be adjudged to be liable for negligence or misconduct in the performance of her duties, or (2) any matter in which she fails to notify the Employer of a claim within a reasonable time or fails to cooperate in the defense of such claim, but only to the extent that the defense of such claim is prejudiced by her failure to give notice or to cooperate.

18. Assignment:

This Agreement is to personal services and is not assignable.

19. Governing Law:

Michigan law shall govern this Agreement and the sole and exclusive remedy under this Agreement shall be monetary damages for any alleged breach. No equitable relief of any kind, including reinstatement, may be granted for any violation of this Agreement.

20. Amendment:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended, renewed or extended, except by an instrument in writing, duly adopted and executed by the parties.

MANISTEE COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Jeffrey Dontz, Chairperson

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Heather S. Vasquez  
Director of Equalization

Dated: \_\_\_\_\_

**EQUALIZATION DEPARTMENT**

Manistee County Courthouse

415 Third Street • Manistee, Michigan 49660-1606 • 231-723-5957

TO: Personnel Committee

FROM: Heather Vasquez, Equalization Director

DATE: May 5, 2021

RE: Director of Equalization Employment Agreement

I would like to propose the following information contained within the vacation section of my employment agreement changed.

Vacation:

The Employee must take vacation time during the calendar year succeeding the calendar year in which such vacation accrued. The Employee shall be entitled to ten (10) paid vacation days per calendar year and may carry no more than five (5) vacation days to be used by March 31, of the following year and approval for use must be obtained from the County Controller/Administrator. The Employee shall be entitled to fifteen (15) paid vacation days after five (5) years of continuous employment and twenty (20) paid vacation days after ten (10) years of continuous employment. The Employee shall be entitled to one (1) additional vacation day per year after completion of twenty (20) years of continuous employment, to a maximum of twenty-five (25) days. Vacation time shall not accumulate, and the Employee shall not be paid for such days, except for the unused balance at the time of termination of this Agreement. Vacation periods shall be selected by the Employee during periods of time less disruptive to the operations of the County and shall be subject to approval by the Employer. The Employee shall also be entitled to six (6) paid personal days per year, with up to three (3) unused days payable at the current rate of pay at each year end.

This September, I will be employed with Manistee County Equalization for 21 years and I feel this change to my agreement is appropriate.

I would also like some clarification regarding the step process for my position. As of July 1, 2021 I will be beginning the fourth year as Equalization Director. Will this then move my compensation from Minimum, 0-3 years to Step 2, 4-6 years?

Thank you for your consideration in these changes.