



## PERSONNEL COMMITTEE

Friday, June 3, 2022  
9:00 A.M.

Courthouse & Government Center  
Board of Commissioner's Room

### AGENDA

1. Call to Order
2. Public Comment
3. Director of Equalization Employment Agreement – Appendix A
4. Discussion regarding Memo from SCAO for Juneteenth Holiday – Appendix B
5. Other items from Committee members
6. Adjournment



## EMPLOYMENT AGREEMENT

### Director of Equalization

This Agreement is entered into this 1<sup>st</sup> day of July 2022, 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 \$60,234.94.

FY 2022-23: \$60,234.94

FY 2023-24: TBD

FY 2024-25: 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. The Employee shall be entitled to one (1) additional vacation day after completion of twenty (20) years of continuous employment. 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: June 3, 2022

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 22 years and I feel this change to my agreement is appropriate.

Thank you for your consideration in these changes.





**Michigan Supreme Court**

State Court Administrative Office

Region III

P.O. Box 750

Mt. Pleasant, MI 48804-0750

Phone: (989) 772-5934 Fax: (989) 773-0457

[woodn@courts.mi.gov](mailto:woodn@courts.mi.gov)

Nick Wood  
Regional Administrator

**MEMORANDUM**

DATE: June 1, 2022

TO: Region III Judges, Court Administrators and Probate Registers

FROM: Nick Wood, Regional Administrator

SUBJECT: Juneteenth

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Today, a Michigan Supreme Court Order entered adding Juneteenth to the official court holidays listed in the Chief Judge Rule (8.110). Adoption of this rule conforms with federal policy making Juneteenth a legal holiday, and many jurisdictions nationwide have already followed suit. Since Juneteenth is a specific day, the holiday would be treated like similar holidays that might fall on a weekend by making the Friday before or the Monday after the observed date. This year, for example, since June 19<sup>th</sup> falls on a Sunday, the court holiday would be observed on Monday, June 20<sup>th</sup>.

The proposal to make Juneteenth an official court holiday was published for comment last fall and the public was able to comment through the most recent public hearing on May 18<sup>th</sup>. Providing opportunity for public comment resulted in limited time for Michigan courts to prepare for the new holiday. That's why we are reaching out to make sure your court is aware of the new rule and takes speedy action to adjust schedules, notify litigants and other court users, and to advise your funding unit. In particular, we are aware that many contracts include provisions for days off, so those jurisdictions will need to act quickly to accommodate the new holiday.

As noted in the order, Juneteenth is a day of profound importance in the history of our nation, and mandatory observance of this holiday by courts statewide sends a message that Michigan's judiciary values the life experiences of all who seek justice.