



PERSONNEL COMMITTEE

Friday, October 15, 2021
9:00 A.M.

Courthouse & Government Center
Board of Commissioner's Room

AGENDA

1. Call to Order
2. Public Comment
3. Nottley Study Update
4. Administrator/Controller Contract
5. Discussion regarding Administrator/Controller Performance Evaluation
6. Other items from Committee members
7. Adjournment



CLERK

Jill M. Nowak
(231) 723-3331

CONTROLLER/ADMINISTRATOR

Lisa Sagala
(231) 398-3504

CHAIRPERSON

Jeffrey Dontz

VICE-CHAIRPERSON

Karen Goodman

Margaret Batzer

Eric Custad

Pauline Jaquish

Nikki Koons

Richard Schmidt

EMPLOYMENT CONTRACT

County Controller/Administrator

This Agreement is entered into this 1st day of September 2021, between the Manistee County Board of Commissioners, Manistee County, Michigan, hereinafter referred to as "Contracting Agent", and Lisa Sagala of Manistee, Michigan, hereinafter referred to as "Contracted Employee".

The Contracting Agent is desirous of retaining Ms. Sagala in the position of County Controller/Administrator, and Ms. Sagala is desirous of continuing said position pursuant to the terms and conditions hereinafter set forth.

RECITALS:

1. Employment and Duties:

The Contracting Agent hereby affirms its appointment of the Contracted Employee to the position of County Controller/Administrator for the County of Manistee, Michigan.

- A. The Contracted Employee agrees to follow, recommend, develop, and implement policies, and amendments of the same which are made from time to time, of the Contracting Agent relating to general administration, including, without limitation, budget and financial management, employee relations and labor negotiations, facilities and equipment management and other internal services.
- B. The Contracted Employee, as the County Controller/Administrator, 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 141.422b).
- C. The Contracting Agent shall appoint the Contracted Employee to the position of County Controller, as authorized by 1927 PA 257, as amended (MCL 46.13b). The Contracted Employee agrees to perform the duties of Controller without additional compensation. The Contracting Agent may rescind such appointment at any time without terminating this Agreement.
- D. During the term of this Agreement, the Contracted Employee shall not be employed by another person or entity. The term "employed" shall not be

construed to include occasional teaching, writing, consulting, or military reserve service performed on the Contracted Employee's time off.

- E. The Contracted Employee shall perform other duties and activities authorized by official action of the County Board or directed by the elected Chairperson of the County Board. Any such direction by the Chair may be subject to approval of the County Board.

2. Term:

The term of this Agreement shall be for a period of three (3) years from the date it is executed by both parties, renewable on an annual basis.

3. Compensation:

For her services as County Controller/Administrator, the Contracting Agent agrees to pay the Contracted Employee an annual salary. In no event shall the annual compensation be less than \$85,955.77.

FY 2021-22: \$85,955.77

FY 2022-23: TBD

FY 2023-24: TBD

Adjustments to the Contracted Employee's annual salary may be made by the Contracting Agent at its discretion, with use of performance measures to be evaluated yearly. Annually the Board will provide review and evaluation. The Contracted Employee and Contracting Agent will work on a brief survey to rate the Contracted Employee's performance. The salary shall be subject to payroll deductions required by law or requested by the Contracted Employee and determined to be available and proper.

4. Benefits:

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

5. Vacation:

The Contracted Employee must take vacation time during the calendar year succeeding the calendar year in which such vacation accrued. The Contracted Employee shall be entitled to fifteen (15) paid vacation days and twenty (20) paid vacation days after ten (10) years of continuous employment. The Contracted 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 Contracted Employee shall not be paid for such days, except for the unused balance at the

time of termination of this Agreement. The Contracted Employee may carry over no more than five (5) vacation days, to be used by March 31 of the following year. Approval for all vacation time off must be obtained from the County Board Chairperson. Vacation periods shall be selected by the Contracted Employee during periods of time that are least disruptive to the operations of the County. The Contracted Employee shall also be entitled to six (6) paid personal days per year, with up to three (3) unused days payable at the then-current rate of pay at each year end.

6. Hours of Work:

It is recognized and understood that the Contracted Employee must be available to staff and Elected Officials during office hours and that a substantial amount of time must be devoted outside the normal office hours to the business of the Contracting Agent, and to that end, Contracted Employee will be allowed to work flexible hours to meet community and operational needs subject to the review and approval of the Contracting Agent. It is the understanding of the parties that the Contracted Employee shall work a minimum of thirty-seven and one-half (37.5) hours per week.

7. Retirement:

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

8. Business Expenses:

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

9. Professional Development and Meetings:

The Contracted Employee is encouraged to attend official conferences or meetings approved by the Contracting Agent. All actual and reasonable travel and lodging expenses necessary to permit the Contracted Employee to attend such conferences or meetings shall be paid by the Contracting Agent.

10. Membership and Dues:

The Contracting Agent agrees to pay the membership and dues to permit the Contracted Employee to be a member of professional organizations and such other organizations as approved by the Contracting Agent, (this may be subject to budget limitations).

11. Performance Evaluation:

The Contracting Agent shall review and evaluate the performance of the Contracted 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 Contracting Agent. Criteria may be added or deleted as the Contracting Agent may from time to time determine, with notice to the Contracted Employee. The Contracted Employee shall have an opportunity to discuss her evaluation with the Contracting Agent. Annually, the Contracting Agent and the Contracted Employee shall (a) Agree upon a development plan in which the Contracted Employee defines such goals and performance objectives which they determine to be necessary for the successful operation of the County and in the attainment of the Contracting Agent's policy objectives, and (b) shall further establish a relative priority among those various goals and objectives outlined in the Development Plan. The Development Plan, which goals and objectives shall be reduced to writing for monitoring.

12. Residence:

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

13. Bonding:

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

14. Other Terms and Conditions of Employment:

The Contracting Agent, in consultation with the Contracted Employee, shall fix any other term and condition of employment relating to the performance of the Contracted Employee as it may determine to be 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.

15. Termination:

A. Termination by Contracted Employee. This Agreement may be terminated upon ninety (90) days advance **written notice** provided by the Contracted Employee to the Contracting Agent through its County Board Chairperson, or by the death or incapacity of the Contracted Employee. In the event of any such termination, the Contracted Employee shall not be entitled to any severance payment from the Contracting Agent. If the Contracted Employee fails to provide timely notice, she will forfeit any accrued paid time off which she may otherwise be entitled to when this Agreement is terminated. If the Contracting Agent receives the Contracted Employee's notice of voluntary termination, the Contracting Agent may, at its sole discretion, immediately effect the voluntary termination of the

Contracted Employee's employment; provided however if in the event the Contracting Agent immediately effects the voluntary termination the Contracted Employee shall be entitled to the amount of the wages and the then-current value of fringe benefits for a period not to exceed the ninety (90) days of notice. Any voluntary termination of this Agreement by the Contracted Employee as described in this provision shall terminate the rights and obligations of each of the parties.

- B. Termination by Contracting Agent. The Contracted Employee understands that she serves at the pleasure of the Contracting Agent and may be removed with or without cause at any time in accordance with MCL 46.13b. As an appointed Controller, the Contracted Employee may only be removed from the office of Controller by a two-thirds (2/3) vote of the County Board of Commissioners.
- C. Termination by Contracting Agent with Cause. In the event the Contracting Agent terminates this Agreement for cause, the termination shall be effective on the date of the Contracting Agent's oral or written notice of termination and the Contracted Employee shall be paid only for wages and benefits which accrued through the date of termination.
- D. Termination by Contracting Agent Without Cause. In the event the Contracting Agent exercised its right to terminate the Contracted Employee for any reason other than for cause pursuant to Paragraph 16.C. above, the Contracted Employee shall be entitled to a severance payment in the amount of the wages and the then-current value of fringe benefits for a period of six (6) months.

16. Indemnification:

The Contracting Agent shall indemnify the Contracted 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 County Controller/Administrator 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 Contracting Agent, and with respect to any criminal action or proceeding, had no reasonable cause to believe her conduct was unlawful. Notwithstanding the foregoing, the Contracted Employee 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 Contracting Agent 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.

17. Assignment:

This Agreement is for personal services and is not assignable.

18. 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.

19. 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: _____
Lisa Sagala
County Controller/Administrator

Dated: _____