



**CYNTHIA M. MUSZYNSKI**  
**Alpena County Prosecuting Attorney**

**Nancy A. Ward**  
*Chief Assistant  
Prosecuting Attorney*

**Julie A. Jackson**  
*Victim Assistant  
Coordinator*

=====

MEMORANDUM

=====

TO: ALPENA COUNTY PERSONNEL COMMITTEE

FROM: CYNTHIA MUSZYNSKI, ALPENA COUNTY PROSECUTOR

RE: TEMPORARY PART TIME PROSECUTOR CONTRACT

DATE: 08/26/24

=====

The current Assistant Prosecutor has notified the Prosecutor's Office of their desire to terminate their employment on October 1, 2024. It is desirous of both parties to enter into a contract for the same individual to work on a part-time basis until that position can be filled by a full-time employee.

Due in part to a shortage of attorneys in our area and the issues described in the articles attached to the previous Memo, along with personal experience in this County, the ability to find a preplacement for this position is bleak.

A proposed detailed contract for this arrangement is attached. Compensation is specified as to be received on a bi-weekly basis, consistent with the County's current pay schedule, at a rate of \$2500 per pay period without any benefits. This will end up being a savings of over \$600 / pay period to the County.

## TEMPORARY ASSISTANT PROSECUTING ATTORNEY EMPLOYMENT AGREEMENT

This **Temporary Assistant Prosecuting Attorney Employment Agreement** (the "Agreement") made and entered into by the Alpena County Prosecuting Attorney and Alpena County (hereinafter collectively referred to as the "County") and Elizabeth Reed, (hereinafter referred to as "Reed"):

**WHEREAS**, the County is desirous of employing Reed as a temporary part-time Assistant Prosecuting Attorney; and

**WHEREAS**, Reed possesses the qualifications required under the laws of this State to perform the duties of an assistant prosecuting attorney and is willing to perform those duties on a temporary basis.

**NOW, THEREFORE**, it is agreed between the parties as follows:

- 1. Term of Employment.** The County agrees to employ Reed as a Temporary Assistant Prosecuting Attorney beginning October 1, 2024 by the County and commencing until termination of Agreement by the parties as outlined below.
- 2. Assistant Prosecutor Duties.** Reed agrees to work as an assistant prosecuting attorney on a temporary part-time basis in the Alpena County Prosecutor's Office, or remotely, as duties may allow. Reed shall be responsible for job duties as assigned. These duties may include, but are not limited to, writing, submitting and arguing various motions and notices as the cases may need, filing witness and exhibit lists, necessary for both felony and misdemeanor cases. Other duties which may be assigned are authorizing/approving warrant requests and representing the office in court on an as-needed basis.
- 3. Working Hours.** Reed shall arrange her hours of work to assure that all necessary assigned functions are properly performed in a timely manner, either remotely or at the Prosecutor's Office.
- 4. Compensation.** The County agrees to pay Reed on a bi-weekly basis a wage of \$2,500. Reed is an exempt professional under the FLSA and is not entitled to additional compensation for work performed outside of normal working hours.
- 5. Application of Personnel Policies.** The County maintains Personnel Policies that set forth the terms and conditions of employment for County employees. These Personnel Policies, as the same may be changed from time to time, will be applicable to Reed except as modified by this Agreement. Reed will keep the Prosecutor informed of her availability to perform these services. Reed understands that she is

required to follow the policies established for County employees by the County Personnel Policies and Procedures Manual as supplemented by the policies established by the Prosecuting Attorney for employees of her Department.

**6. Fringe Benefits.** Reed is performing these services as an irregular employee under the County Personnel Policies and Procedures Manual. As an irregular employee, Reed is not entitled to any of the benefits such as retirement, paid sick leave, paid vacations, and health insurance available to full time and regular part-time employees under County Personnel Policies and Procedures Manual. Reed is designated a temporary municipal employee for purposes of Section 3(2) of the MERS Plan Document, and is excluded from coverage under the County's MERS retirement plan.

**7. Confidential Information.** Reed shall not disclose any information or data obtained in the course of performance of Assistant Prosecutor duties that has been determined by statute, court rule or by the County Prosecuting Attorney to be confidential.

**8. Termination.** The employment relationship between the County and Reed is at will and is subject to termination for any reason by Reed or the County. In most instances, the County will provide Reed with at least two (2) weeks advance notice that the employment relationship will end. Reed shall notify the Alpena County Prosecuting Attorney in writing at least two (2) weeks prior to the effective date of a resignation. The Alpena County Prosecuting Attorney does not waive any statutory or legal rights regarding Prosecuting Attorney Department employees with this Agreement and Reed remains an at-will employee.

**10. Applicable Law.** This Agreement shall be governed by and interpreted in accordance with Michigan law. It is mutually understood and agreed that all terms, agreements, and covenants herein are severable and that in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid term, agreement, or covenant were not contained.

**11. Complete Agreement.** This Agreement constitutes a complete expression of the terms of the employment contract between the County and Reed, and there are no other oral or written agreements or understandings between the parties concerning or affecting this employment relationship. This Agreement shall only be modified or amended by subsequent written agreement signed by the Alpena County Prosecuting Attorney and Reed, and approved by the Alpena County Board of Commissioners.

---

Date

---

Cynthia M. Muszynski  
Alpena County Prosecuting Attorney

---

Date

---

Elizabeth Reed  
Temporary Asst. Prosecuting Attorney

---

Date

---

John Kozlowski  
Alpena County Chairman of the Board