



# CITY of NOVI CITY COUNCIL

## Agenda Item H

August 12, 2013

**SUBJECT:** Approval of Employment Agreement between the City of Novi and Rochelle Pernak, Cultural Arts Coordinator.

**SUBMITTING DEPARTMENT:** Human Resources

**CITY MANAGER APPROVAL:**

**BACKGROUND INFORMATION:**

The Cultural Arts Coordinator position has added a great deal of support and benefit to the Parks, Recreation and Cultural Services Department since its inception. The position was vacated and after conducting an extensive competitive search, Rochelle Pernak was identified to assume the role of Cultural Arts Coordinator. The purpose of this position is to engage the community in a variety of cultural opportunities and events with the goals of inspiring, educating and building community. This position offers no health care benefits or pension at this time.

The primary areas of focus for this position will be:

- Villa Barr Property and all the programing and reservations needs
- David Barr Lecture series and Mr. Barr book coordination
- Oversee the Production Company for Theatre, along with the Part-time Theatre coordinator
- Cultural Arts Special Events (Sizzling Art series, summer kickoff event, Memorial Day entertainment, and a signature event like Art prize, color run or something innovative)
- Community Art Advisory Board Liaison
- Public Art point person for community
- Art, Music and Dance Programing (classes and camps) along with the Part-time Theater coordinator
- Developing and Maintaining Community Partnerships
- Special event collaboration with Community Relations, Older Adults & Novi Schools

<b>EXPENDITURE REQUIRED</b>	<b>\$41,000</b>
<b>AMOUNT BUDGETED</b>	<b>\$41,000</b>
<b>APPROPRIATION REQUIRED</b>	
<b>LINE ITEM NUMBER</b>	<b>208-693.00-960.624</b>

**RECOMMENDED ACTION:** Approval of Employment Agreement between the City of Novi and Rochelle Pernak, Cultural Arts Coordinator.

	1	2	Y	N
<b>Mayor Gatt</b>				
<b>Mayor Pro Tem Staudt</b>				
<b>Council Member Casey</b>				
<b>Council Member Fischer</b>				

	1	2	Y	N
<b>Council Member Margolis</b>				
<b>Council Member Mutch</b>				
<b>Council Member Wrobel</b>				

## EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into on this 25<sup>th</sup> day of July, 2013, by and between the City of Novi, a Michigan municipal corporation (hereinafter referred to as "Employer"), and Rochelle Pernak, (hereinafter referred to as "Employee").

WHEREAS, the Employer wishes to employ Employee and Employee wishes to enter into the employ of Employer under the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of this mutual Agreement, the parties agree as follows:

1. Employer hereby employs Employee in the position of Parks and Recreation Coordinator – Cultural Services, and Employee agrees to work for Employer, for an indefinite term beginning August 12, 2013.
2. Employee promises and agrees to devote conscientiously and exclusively during employment with the Employer the entire time, best efforts, skill, and attention to such duties as may be assigned by the Employer, including, but not limited to, the following duties: management of the cultural arts department, customarily and regularly directing the work of two or more employees and exercising authority to hire or fire, or to make such recommendations relative to other employees who report directly to Employee. The personal services required of the Employee will also require invention, imagination, originality and talent. This Agreement is non assignable by the Employee.
3. Employee agrees and understands that employment with the Employer, and the corresponding compensation and benefits, can be terminated with or without cause, and with or without notice at any time, at either Employee's option or the option of the Employer, it being mutually understood and agreed that Employee's relationship with the Employer is one of employment at-will and that no representative of the Employer has any authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the terms and conditions herein unless such agreement is in writing and signed by the Mayor and City Clerk.
4. Employer shall pay Employee an annual compensation of Forty-one Thousand Dollars (\$41,000), less wage withholdings as required by law, in biweekly installments on regular City paydays. Employee's work week shall consist of 40 hours per week, however employee may be expected to work over the 40 hours during special events and/or programs. Employee shall not receive over time for any hours over 40. Said compensation will be reviewed annually and will be based upon the successful completion of a Performance Agreement, which shall be reviewed in connection with annual, or shorter in duration, previously discussed Department Goals and Objectives. Performance reviews shall be between the Parks Recreation & Cultural Services Director and Employee. The first Performance Agreement shall commence within 90 days of the signing of this Agreement. Performance and/or salary reviews shall commence annually.

5. Employer agrees to pay employee for any mileage incurred as part of employee's work responsibilities. Payment will be made in accordance with IRS regulations and reimbursement calculations.

6. The Employer further agrees to provide Employee with five (5) days of paid vacation upon the signing of this Agreement. On January 1, 2014 Employee shall receive ten (10) days of paid vacation and thereafter awarded as follows:

a. On January 1 following the Employee's fifth year of employment as the Recreation Coordinator – Cultural Services: fifteen (15) days of paid vacation.

b. On January 1 following the Employee's tenth year of employment as the Recreation Coordinator – Cultural Services: twenty (20) days of paid vacation.

c. On January 1 following the Employee's sixteenth (16) year of employment as the Recreation Coordinator – Cultural Services: one (1) additional paid vacation day per year of employment up to a maximum of twenty-five (25) annual paid vacation days.

7. If Employee does not use all allowed annual vacation days, Employee may carryover the unused time to the next year, however, there shall never be more time in the vacation bank than the total of the previous year and the current year's total. Any vacation time not used that exceeds this two-year limit will be lost. Vacation time shall be scheduled through, and approved by, the Parks, Recreations & Cultural Services Director in advance. Employee shall be paid out for all unused vacation days remaining in the bank at the time of termination of employment to maximum of 25 days.

8. Employee shall receive two (2) personal business days effective the date of signing of this Agreement. Effective each January 1, thereafter, Employee shall receive five (5) personal business days. Personal business days shall be scheduled through, and approved by, the Parks, Recreation, and Cultural Services Director in advance, if possible. Any unused personal business days at the end of the calendar year will be lost. Employee shall be paid for any unused personal business days upon termination of employment.

9. The Employer further agrees to provide the Employee with eight (8) paid sick days on January 1 of each year of employment. Employee shall receive three (3) paid sick days effective the date of signing of this Agreement. Thereafter employee shall receive eight sick days per year, to be used in cases of illness involving the Employee, Employee's spouse or Employee's child(ren), which must be approved by the Director of Human Resources. Sick days shall not roll over from year to year and no pay out of sick time shall occur at the time of termination. A Short Term Disability will be provided to employee for cases of illness or injury lasting more than 5 days.

10. Employee understands and accepts that they shall not be eligible to participate in the City's health care plan or pension plan or any other benefit unless set forth in this Agreement.

11. This Agreement contains the entire agreement between the parties as to the matters of which it pertains, and supersedes and annuls all other agreements, contracts, promises, or representations, whether written or oral. Each of the parties hereto further declares and represents that no promise, agreements or representations have been made in connection with this Agreement, nor have any promises, agreements, or representations been relied upon by either party in executing this Agreement, except as expressly set forth herein. Both the Employee and the Employer hereby declare have

read this Agreement and hereby further declare and represent that they fully understand its terms and conditions.

12. This Agreement shall be interpreted and governed by the laws of the State of Michigan.

13. Employee hereby represents and warrants that he/she has no agreement with, of obligations to, any other person, firm, partnership, corporation, or other entity that is in conflict with this Agreement.

14. This Agreement shall be binding upon the parties hereto, their heirs, successors, and assigns. If any part if provision of this Agreement shall at any time be held to be contrary to law by a court or tribunal of competent jurisdiction, such paragraph shall be void or modified, as ordered by such court. However, all other paragraphs and provision of this Agreement shall continue in full force and effect.

IN WITNESS THEREOF, the parties hereto agree to the Employment Agreement as set forth above.

CITY OF NOVI,  
A Michigan municipal corporation

\_\_\_\_\_  
By: Robert J. Gatt  
Its: Mayor

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By: Maryanne Cornelius  
Its: City Clerk

  
\_\_\_\_\_  
Rochelle Pernak  
Recreation Coordinator – Cultural Services