



**CITY of NOVI CITY COUNCIL**

**Agenda Item C  
May 18, 2009**

**SUBJECT:** Approval of employment agreement with Lauren Sorrentino for the position of Performing Arts Coordinator in the amount of \$39,000.

**SUBMITTING DEPARTMENT:** Parks, Recreation & Cultural Services

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$39,000</b>
<b>AMOUNT BUDGETED</b>	<b>\$39,000</b>
<b>APPROPRIATION REQUIRED</b>	<b>N/A</b>
<b>LINE ITEM NUMBER</b>	<b>208-693.00-960.624</b>

**BACKGROUND INFORMATION:**

The Performing Arts Coordinator position became vacant and the City conducted an extensive competitive search. Based upon this search, staff identified Lauren Sorrentino to assume the leadership role of the Performing Arts Program. Ms. Sorrentino has a degree in Theatre Education & English and has served as the Acting Performing Arts Coordinator. She is well qualified to continue building upon the excellent Performing Arts Program.

The City has utilized an employment agreement with individuals that have previously served in this position. Human Resources and the Legal Counsel have prepared the attached employment agreement. The agreement provides a salary of \$39,000, one week vacation to start, and six personal business/sick days. Vacation, sick and personal business days would then accrue in accordance with the language in the contract. The agreement does not provide medical or retirement benefits.

**RECOMMENDED ACTION:** Approval of employment agreement with Lauren Sorrentino for the position of Performing Arts Coordinator in the amount of \$39,000.

	1	2	Y	N
<b>Mayor Landry</b>				
<b>Mayor Pro Tem Gatt</b>				
<b>Council Member Burke</b>				
<b>Council Member Crawford</b>				

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

## EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into on this 18<sup>th</sup> day of May 2009, by and between the City of Novi, a Michigan municipal corporation (hereinafter referred to as "Employer"), and Lauren Sorrentino (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 Performing Arts Coordinator and Employee agrees to work for Employer, for an indefinite term beginning May 18, 2009.
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 Thirty-Nine Thousand Dollars (\$39,000). 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. Hours of Work: the normal basic workday shall be eight hours. This position may be required to work in excess of 40 hours in a week. The employee will not receive extra compensation for having worked in excess of eight hours in a day or forty hours in a week.

6. The Employer further agrees to provide Employee with five (5) days of paid vacation upon the signing of this Agreement. Annual vacation credits thereafter awarded must be earned before taken as follows:

- a. On January 1 following the Employee's second year of employment as the Performing Arts Coordinator: (10) days of paid vacation.
- b. On January 1 following the Employee's fifth year of employment as the Performing Arts Coordinator: fifteen (15) days of paid vacation.
- c. On January 1 following the Employee's tenth year of employment as the Performing Arts Coordinator: twenty (20) days of paid vacation.
- d. On January 1 following the Employee's sixteenth (16) year of employment as the Performing Arts Coordinator and beyond: 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 three (3) 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 shall be rolled into the Employee sick bank. Employee shall be paid for any unused personal business days upon termination of employment.

9. The Employer further agrees to provide the Employees with five (5) 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. If there is a balance in Employee's sick bank at the end of the calendar year, Employee may bank unused sick time to a maximum of thirty (30) days, to be used in cases of medical emergency involving the Employee, Employee's spouse or Employee's child(ren), which must be approved by the Director of Human Resources. If there is a balance in Employee's sick bank at the time of termination of employment, Employee shall be paid up to a maximum of (10) days. If Employee has paid sick time remaining in the sick bank, Employee must first use one half of the banked paid sick time to leave under the Family and Medical Leave Act ("FMLA") for a serious health condition of the Employee or Employee's spouse, son or daughter or parent (as defined by the FMLA) and take any remaining leave time under the FMLA as unpaid. The Employee may also choose, however, to substitute paid vacation or personal business days, or any portion of the unused time remaining in her sick bank, until exhausted, for leave under the FMLA. Any substitute paid time off will be designated as FMLA leave, applicable, and run concurrently with FMLA leave. Under no circumstances will FMLA leave exceed 12 weeks.

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

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By: David B. Landry  
Its: Mayor

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By: Maryanne Cornelius  
Its: City Clerk

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Lauren Sorrentino  
Performing Arts Coordinator