

**SENIOR EXECUTIVE SERVICE
LIMITED-TERM EMPLOYMENT AGREEMENT**

Department (Process Level)

Senior Executive Service Class (Core Position Title)

Appointee

Employee ID Number

Organizational Title

Senior Executive Service Position Code

Initial Rate of Pay (Annual)

Date Appointment Begins

Date Appointment Ends

SECTION I: AGREEMENT

This agreement is a binding, limited-term employment contract between the department and me.

I agree to accept an appointment to the Senior Executive Service (SES) in the department, which is an agency of the state of Michigan. You and I agree that my appointment and the terms and conditions of my employment are governed by this agreement and the Civil Service Commission rules and Civil Service regulations governing the Senior Executive Service.

1. **APPOINTMENT.** You agree to appoint me to the position identified above. My duties and responsibilities are listed in the attached Position Description (Form CS-214). My appointment to the Senior Executive Service will begin on the date given above.
2. **PAY AND PERFORMANCE STANDARDS.** You will pay me a salary at the rate of pay listed above. I will also receive other benefits approved by the Civil Service Commission. You will evaluate my job performance at least once each year, as set out in the attached Performance Appraisal (Form CS-1719).
3. **CHANGES IN PAY.** The Civil Service Commission sets the schedule of pay and benefits for my position. You may have the discretion to change my pay or to recommend me for a variable pay award based on my job performance. You are not required to increase my pay or to recommend me for a variable pay award during my appointment.
4. **LIMITATION ON APPOINTMENT.** **My appointment is for a limited term that will end on the ending date given above or two years after the appointment date, whichever occurs first.** When this appointment ends, I understand and agree that I may or may not be offered another appointment. You are under no implicit or explicit obligation to offer me a new appointment when this appointment ends. If you do not offer me a new appointment, you are not required to give me a reason for not doing so and I may not file a grievance or sue you or the state of Michigan to compel you or the state of Michigan to offer me another appointment to the Senior Executive Service.
5. **MY EMPLOYMENT RIGHTS WHEN MY APPOINTMENT ENDS.** When my appointment to the Senior Executive Service expires at the end of my term, my future employment status with the state of Michigan will be determined by the following rules. (I have initialed the paragraph that applies to me.)
 - A. **No Prior Continuing Status.** If I **do not** have continuing status in the Michigan classified service on the effective date of this appointment, my employment with the state of Michigan will end. I will not have any employment preference, seniority, fallback rights, or any other right to continued employment.
 - B. **Prior Continuing Status.** If I have continuing status in the Michigan classified service on the effective date of this appointment, I will have the rights and options to retain a position in the classified service, in accord with and subject to, the Civil Service Commission rules and Civil Service regulations then in effect. If this paragraph is initialed, my current position in which I have status is _____.

6. **EARLY TERMINATION OF APPOINTMENT.** You may terminate my employment before my term expires: (a) only for cause, including unsatisfactory performance or (b) if you abolish the Senior Executive Service position. If you do this, I have the right to file a grievance. However, even if my grievance is upheld, I cannot be awarded damages for any time beyond the expiration date of this appointment.
7. **OTHER LIMITATIONS.** My employment is governed exclusively by this written agreement and the Civil Service Commission rules and Civil Service regulations governing the Senior Executive Service. This agreement and the Civil Service Commission rules and Civil Service regulations cannot be modified by any oral statement, promise, or agreement. No written promise or agreement, including this agreement, is valid or enforceable by me unless (a) the State Personnel Director has approved the promise or agreement in writing and (b) Civil Service Commission rules and Civil Service regulations permit the promise or agreement.
8. **CHANGES IN RULES AND REGULATIONS.** The Civil Service Commission and State Personnel Director may amend the Civil Service Commission rules and Civil Service regulations governing the Senior Executive Service at any time. An amendment may modify this agreement, and I agree to be bound by any such agreement.
9. **CONFLICT.** If this agreement conflicts with any Civil Service Commission rule or Civil Service regulation, the Civil Service Commission rule or Civil Service regulation will control. I agree to abide by all Civil Service Commission rules and Civil Service regulations that apply to my position or me.

I have read this agreement and received a copy of the Senior Executive Service rule. I signify my acceptance to the terms and conditions, as stated, by signing below.

 (Appointee's Signature)

 (Date Signed by Appointee)

 (Appointing Authority's Signature)

 (Date Signed by Appointing Authority)

 (Name of Immediate Supervisor — Please Print)

 (Signature of Immediate Supervisor)

 (Date Signed by Immediate Supervisor)

NOTE: THIS AGREEMENT DOES NOT BECOME FINAL AND BINDING UPON THE PARTIES UNTIL IT IS APPROVED BY THE STATE PERSONNEL DIRECTOR.

SECTION II: FOR CIVIL SERVICE USE ONLY

Civil Service Action Approved Disapproved Other (Explain below.)

Other Action

Class Title
 (Core Position Title) _____ Annual Salary _____

Effective Date _____ Expiration Date _____

Approving Official _____