

EMPLOYMENT AGREEMENT

This Agreement is entered into as of the 26th day of January 2016, by and between Jackson County, Missouri, herein after referred to as "the County," and Mark Siettmann.

WITNESSETH:

WHEREAS, the County, through the County Executive, is desirous of engaging the services of Mark Siettmann to serve as the County's Director of Communications; and,

WHEREAS, Mark Siettmann, is well-qualified for this position and is desirous of undertaking the professional duties of said position;

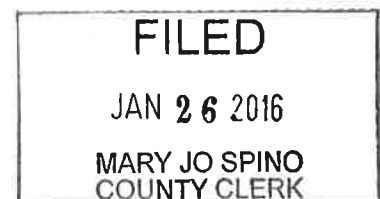
NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties as follows:

I. Term.

The County hereby engages the services of Mark Siettmann to serve as its Director of Communications, for a term commencing December 7, 2015, and terminating on December 31, 2016. After the initial term, Mark Siettmann's employment may be renewed by mutual agreement of the parties, upon such terms as the parties may agree.

II. Employment.

For all purposes, County shall treat Mark Siettmann as an officer and employee of the County and shall pay the employer's share of social security contributions and make appropriate deductions from the biweekly payments required under paragraph



III(A) hereof for federal, state, and local taxes, and any other applicable taxes, fees, and assessments, as well as for any benefits which the County offers to its employees, in which Mark Siettmann elects to participate. Mark Siettmann's employment with the County shall be governed by Missouri law and the Jackson County Charter, Code, and Personnel Rules, unless otherwise specifically provided herein.

III. Compensation.

A. For the entire term of this Agreement, Mark Siettmann shall be paid for his services the base sum of \$80,995.00 annually, payable bi-weekly. In the event that the County grants a cost-of-living increase to all or nearly all of its employees, Mark Siettmann shall be entitled to receive that cost-of-living increase as well. In the event that the County creates a "merit pool" for employee merit salary increases, Mark Siettmann shall be entitled to receive a merit increase no greater than the average increase for employees within the pool, provided that any such increase must be justified by Mark Siettmann's employee evaluation. The County Executive shall have discretion to increase Mark Siettmann's salary in any manner consistent with the County's personnel rules and procedures.

B. In lieu of submitting invoices for business use of his personal vehicle, Mark Siettmann shall receive an automobile allowance in the amount of \$600.00 per month.

C. Without regard to the length of Mark Siettmann's actual employment with the County, Mark Siettmann shall earn vacation leave authorized under the County's Personnel Rules at the rate of four weeks (20 days) per year. One week (5 days) can be used during the first ninety (90) days of employment. Mark

Siettmann's accrual and use of vacation leave shall otherwise be governed by said Personnel Rules.

D. The County shall provide Mark Siettmann a cellular telephone for business use. Alternatively, Mark Siettmann shall be entitled to an allowance of \$55.00 monthly for his business use of his personal cellular telephone.

IV. Duties.

Mark Siettmann shall perform all duties and exercise all responsibilities set out by the Missouri Constitution and Laws and Jackson County Charter, Code, and Personnel Rules for the office of the Director of Communications. A copy of the current job description for this position is attached hereto as Exhibit A. In the event that the responsibilities of the position of Director of Communications due to County asset reorganization, then the parties shall meet to discuss and negotiate whether or not Mark Siettmann's compensation should change.

V. Termination.

This Agreement may be terminated by either Mark Siettmann or County as follows:

A. Upon Mark Siettmann's termination of the Agreement through a written resignation, upon death of Mark Siettmann, or upon finding of a permanent disability of Mark Siettmann, no severance shall be due.

B. The County may terminate the Agreement without cause. In that event, the County shall pay Mark Siettmann a severance allowance equal to six (6) months' salary, payable within 15 days of the date of termination.

C. The County may terminate the Agreement for cause. If Mark

Siettmann is terminated for cause, the severance payment outlined in subparagraph B above shall not be paid to Mark Siettmann. "Cause" in this Agreement means:

- (i.) An intentional act of fraud, embezzlement, theft or any other material violation of law that occurs during or in the course of Mark Siettmann's employment with the County;
- (ii.) Intentional damage to County's assets;
- (iii.) Intentional disclosure of County's confidential information contrary to the County's policies;
- (iv.) Breach of Mark Siettmann's obligations under this Agreement;
- (v.) Intentional engagement in any competitive activity which would constitute a breach of Mark Siettmann's duty of loyalty or of Mark Siettmann's obligations under this Agreement;
- (vi.) Intentional breach of any of County's policies;
- (vii.) The willful and continued failure to substantially perform Mark Siettmann's duties for County (other than as a result of incapacity due to physical or mental illness); or
- (viii.) Willful conduct by Mark Siettmann that is demonstrably and materially injurious to the County, monetarily or otherwise.

For purposes of this paragraph, an act, or a failure to act shall not be deemed willful or intentional, as those terms are used herein, unless the act is done, or omitted to be done, by Mark Siettmann in bad faith or without a reasonable belief that Mark Siettmann's action or omission was in the best interest of County. Failure to meet performance standards or objectives, by itself, does not constitute "Cause." "Cause" also includes any of the above grounds for dismissal regardless of whether the County learns of it before or after terminating Mark Siettmann's employment.

D. In the event of termination of the Agreement, Mark Siettmann shall be paid any compensation and benefits which would be due a County employee

terminated under similar circumstances, pursuant to the Jackson County Personnel Rules.

VI. Construction.

This Agreement shall be construed under the laws of the State of Missouri.

VII. Severability, Waiver, and Modification.

The invalidity or inability to enforce any provision hereof shall in no way affect the validity or enforceability of any other provision. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach of this Agreement. Further, any waiver, alteration, or modification of any of the provisions of this Agreement, or cancellation or replacement of this Agreement, shall not be valid unless in writing and signed by the parties.

VIII. Annual Appropriation.

Funds necessary to meet any and all financial obligations incurred by the County herein are subject to appropriation in the County's 2016 and future years' annual budgets.

IX. Incorporation.

This Agreement incorporates the entire understanding of the parties.

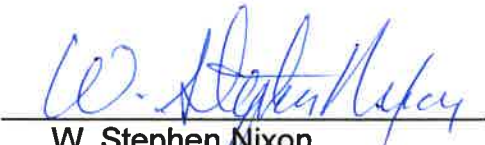
JACKSON COUNTY, MO

By 
Frank White, Jr.
County Executive

MARK SIETTMANN

By 
Director of Communications

APPROVED AS TO FORM:

By 
W. Stephen Nixon
County Counselor

ATTEST:


Mary Jo Spino
Clerk of the Legislature

EXHIBIT A

TO: Dennis Dumovich, Director of Human Resources
 FROM: Michelle Chrisman, Deputy Director of Human Resources
 DATE: January 19, 2016
 RE: Job Evaluation Study, Recommendation and Approvals

| JOBS STUDIED |
|------------------------------------|
| Title: Projects Coordinator |
| Job Code: 1001-07275-001 |
| Pay Level: G11 |
| Number of Positions: 1 |
| Number Remaining: 0 |
| FLSA Code/Category: EX |

| RECOMMENDATION |
|------------------------------------------|
| Title: Director of Communications |
| Job Code: 1001-02902-001 |
| Pay Level: G99 |
| Number of Positions: 1 |
| Total Number of Positions: 1 |
| FLSA Code/Category: EX |

| EMPLOYEES AFFECTED | | | |
|--------------------|--------------|----------|----------|
| NAME | EMPLOYEE NO. | OLD RATE | NEW RATE |
| Mark Siettman | 20540 | 38.94 | Same |
| | | | |
| | | | |
| | | | |

EVALUATION APPROVAL SIGNATURES

Director of Human Resources _____ Date _____ County Executive _____ Date _____

Appointing Authority _____ Date _____ Division Manager _____ Date _____

Approved by Deputy Dir. Budget/Payroll: _____ Effective Date: _____

NOTE: Appointing Authority – Please forward to Dep. Dir. Budget/Payroll. Dep. Dir. Budget/Payroll – Please forward to Division Manager. Division Manager – Please forward to County Executive. County Executive – Please forward to Human Resources. The Human Resources Department will notify the Division/Department. Please notify the Human Resources Department in the event of non-approval.

JACKSON COUNTY JOB DESCRIPTION

TITLE: Director of Communications PAY LEVEL: G99 CODE: 1001-02902-001
WORKING TITLE: Director of Communications FLSA: EX DATE: 01/19/2016
DIVISION: Administration DEPARTMENT: Communications
BARGAINING UNIT POSITION: No CIRCUMSTANCE: Reclassification
LOCATION: Kansas City ANALYST: Katherine Swing
SUPERVISES: Deputy Director of Communications

PERCENTAGE OF TIME:

40%
40%
15%
5%

ACCOUNTABILITIES:

1. Oversees all public information and marketing communications
2. Develops strategies for the positive promotion of the county, county executive and county departments
3. Works with county executive, chiefs and directors to determine communications needs and goals
4. Coordinates messaging through media and speaking opportunities

SCOPE:

The employee in this class performs as Director of Communications. The employee in this position serves as the point of contact for the media and the public regarding criminal cases, programs and initiatives. The incumbent is responsible for building and maintaining positive relationships with the media and managing all communications with the media through phone calls, electronic communication, press releases and advisories, and press conferences; manages all aspects of external and internal communications including, but not limited to, media, social media and internet, multi-media, and marketing. The incumbent must be highly organized, detail-oriented and have strong writing, editing and interpersonal skills, as well as the ability to juggle multiple assignments and work under deadlines. The incumbent or a subordinate must be available to respond to media inquiries 24 hours a day, seven days a week. This employee reports to the County Executive and Chief of Staff.

KNOWLEDGES AND SKILLS: (*Required prior to employment).

1. Knowledge of department policies and procedures.
- *2. Knowledge of communications management.
- *3. Knowledge of local media and media relations.
- *4. Skill in developing and implementing communications plans.
- *5. Skill in communicating clearly and concisely.
- *6. Skill in writing speeches, media releases and web content.

HUMAN RELATIONS:

1. Maintains working relationships with county officials in order to develop and complete communications goals.
2. Maintains personal contacts with media and other partners to improve external relationships
3. Attends meetings to ensure coordination of communications goals.
4. Develops and maintains working relationships various department employees.

ILLUSTRATIVE TASKS: (This is not an inclusive list; other tasks/duties may be assigned.)

1. Develops and implement a Communications Plan for the county.
2. Develops a county news portal for the direct delivery of news to residents and media.
3. Meets with various county employees to discuss their needs or concerns regarding communications and to coordinate those needs or concerns as related to a particular project or issue.
4. Directs and approves marketing communications material including audio, video, photography, brochures.
5. Directs and approves media communications material including releases, advisors, alerts and statements.
6. Attend meetings and prepare documents as necessary regarding communications projects.

ENVIRONMENTAL DEMANDS:

Work is performed in a modern office setting.

MINIMUM QUALIFICATIONS:

Must have Bachelor's degree in communications or a related field OR five or more years progressively responsible experience in communications or media relations. Must submit to/pass pre-employment background and drug screen. (Also refer to the asterisks (*) in the KNOWLEDGE AND SKILLS section of the job description).

COUNTY JOB DESCRIPTION -- ADA/PHYSICAL DEMANDS FORM

JOB TITLE: Director of Communications **PAY GRADE:** G99 **CODE:** 1221-02902-001

DIVISION/DEPARTMENT: Communications

DATE: 01/19/2016

PHYSICAL DEMANDS - Check demands that apply and describe what is required to perform the essential job functions. (This is not an inclusive list; other tasks/duties may be assigned)

- X **VISION** - Must be adequate to use a personal computer and for reading correspondence, reports, and forms.
- X **HEARING** - Must be adequate for normal conversations and telephone.
- X **SPEECH** - Must be able to speak and understand English clearly to provide detailed information by telephone and in person.
- X **STANDING** - 5 % of the time - Required when attending meetings and visiting sites.
- X **WALKING** - 5 % of the time - Required when delivering or retrieving information, files, etc., from within the office or from other departments.
- X **SITTING** - 90 % of the time - Required when completing administrative, personal computer, and telephone work assignments.
- X **LIFTING/CARRYING** - 20 lbs. - Required when lifting files, office supplies, and reports.
- X **PUSHING/PULLING** - 50 lbs. - Required when moving file boxes, office supplies, and reports; and when opening and closing file cabinet drawers and doors.
- X **CLIMBING/BALANCING** - Required when negotiating stairs, or retrieving files or supplies from overhead or from the floor.
- X **STOOPING/KNEELING/CROUCHING/CRAWLING** - Required when retrieving or filing from lower drawers or when retrieving items, office supplies, etc., from the floor.
- X **REACHING/HANDLING** - Required on most tasks.

Reviews for accuracy:

Incumbent
Date _____

Immediate Supervisor
Date _____

Appointing Authority
Date _____