

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute an Employment Agreement with Troy M. Schulte to serve as the County Administrator for Jackson County.

**RESOLUTION NO. 20310**, November 18, 2019

**INTRODUCED BY** Theresa Galvin, County Legislator

WHEREAS, the County Executive has announced his intention to appoint Troy M. Schulte to serve as the County's County Administrator; and,

WHEREAS, in an effort to support professional management for Jackson County, the County Executive recommends an Employment Agreement for this top-level management position within the County; and,

WHEREAS, this Agreement outlines the basis for continued employment, termination, and severance, a practice that is recommended by the International City/County Management Association and promotes the separation of the professional management of the County from political offices; and,

WHEREAS, the execution of this Employment Agreement is in the best interests of the health, welfare, and safety of the citizens of Jackson County; now therefore,

**BE IT RESOLVED** by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Employment


Agreement on behalf of the County; and

BE IT FURTHER RESOLVED that all County officials be and hereby are authorized to undertake all actions required by this Agreement.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20310 of November 18, 2019 was duly passed on November 25, 2019 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 5

Nays 3

Abstaining 0

Absent 1

11.25.19  
Date

  
Mary Jo Spino, Clerk of Legislature

Funds sufficient for this expenditure in calendar year 2019 are included in the County's annual budget. Funds for calendar year 2020 are subject to appropriation in the County's 2020 annual budget.

11/14/19  
Date

  
Chief Administrative Officer

**EMPLOYMENT AGREEMENT**

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Jackson County, Missouri, herein after referred to as "the County," and Troy M. Schulte, hereinafter referred to as "Schulte."

WITNESSETH:

WHEREAS, the County, through the County Executive, is desirous of engaging the services of Troy M. Schulte to serve as the County's County Administrator; and,

WHEREAS, Schulte 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.

Conditioned on the County Executive appointing Schulte County Administrator no later than December 31, 2019, and filing the notice of appointment with the Clerk of the County Legislature within five calendar days following the appointment, and further conditioned on the County Legislature not exercising its power of disapproval within fifteen days after the notice of appointment is filed with the Clerk of the County Legislature, the County hereby engages the services of Schulte to serve as its County Administrator, for a term ending on December 31, 2021, unless otherwise terminated earlier in accordance with paragraph V of this Agreement.

After the initial term, Schulte's employment may be renewed by mutual agreement of the parties, upon such terms as the parties may agree. The County's renewal may be exercised by the County Executive, subject to the approval of the County Legislature.

## II. Employment.

For all purposes, County shall treat Schulte as an employee of the County, eligible for all employee fringe benefits, including health and dental insurance, pension, deferred compensation and any other fringe benefit, offered by the County to comparable employees, as those benefits offerings may be changed from time to time, with the County paying the employer's share of social security contributions and making appropriate deductions from the biweekly payments required under paragraph III(A) below for federal, state, and local taxes, and any other applicable taxes, fees, and assessments, as well as for any County-provided benefits in which Schulte elects to participate. Any expense reimbursement Schulte receives under this Agreement or under the County's Personnel Rules, or otherwise, shall be grossed up for taxes. Schulte's employment with the County shall be governed by applicable provisions of the United States Constitution, federal law, the Missouri Constitution, Missouri statutory and common law, and the Jackson County Charter, Code, and Personnel Rules, unless otherwise specifically provided herein.

## III. Compensation.

A. Subject to upward adjustment as provided in this paragraph III(A), Schulte shall be paid for his services a minimum annualized base salary in the total gross sum of \$220,001.60, payable bi-weekly. In the event that the County creates a "merit pool" for employee merit salary increases, Schulte shall be entitled to receive a merit increase no greater than the average increase for employees within the pool, to be effective at the same time such merit increases become effective for those other employees, provided that any such merit increase must be justified by Schulte's employee evaluation, applying the same methodology used to gauge the employee evaluations of others in the pool who also receive merit increases. Even

if no merit pool is created for merit increases, the County Executive shall have discretion to increase Schulte's salary in any manner consistent with the County's personnel rules and procedures, subject to the availability of appropriated funds.

B. If the County does not assign a vehicle to Schulte for his use, and in lieu of submitting invoices for business use of his personal vehicle, Schulte shall receive an automobile allowance of \$800.00 per month.

C. Schulte shall be credited with paid vacation leave, at an amount agreed to by Schulte and the County Executive in writing, prior to the execution of this contract. In no case shall Schulte's paid vacation leave exceed the maximum leave available to a county employee, pursuant to the County's Personnel Rules. Schulte's use and payout of vacation leave shall otherwise be governed by said Personnel Rules.

D. Schulte shall be entitled to an allowance in the amount of \$55.00 monthly for his business use of his personal cellular telephone. The parties acknowledge and agree that Schulte's use of his personal cellular telephone (or any other digital device) for business purposes does not waive any of his personal privacy rights in non-business-related content that apply to any other County employees.

#### IV. Duties.

Schulte shall perform all duties and exercise all responsibilities set out, now and/or in the future, by the Jackson County Charter, Code, Personnel Rules, and Executive Orders for the office of the County Administrator. The parties agree to mutually develop a job description for this position which will be in place no later than December 31, 2019. In the event that the responsibilities of the position of County Administrator change due to County departmental reorganization, which reorganization is not disapproved by the County Legislature and which

becomes effective 30 days after notice of such reorganization is filed with the Clerk of the County Legislature, then the parties shall meet to discuss and negotiate what effect, if any, such reorganization will have on Schulte's compensation.

V. Termination.

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

A. Upon Schulte's termination of the Agreement through a written resignation, upon death of Schulte, or upon finding of a permanent disability of Schulte, which cannot reasonably be accommodated without posing an undue hardship to the County. No severance pay as outlined in V(C) below shall be paid to Schulte.

B. The County Executive may terminate this Agreement at any time, with or without "Cause." The County Legislature may terminate the Agreement at any time, with or without "Cause," by an affirmative vote of six of its members. If Schulte's employment is involuntarily terminated at any time without "Cause" as defined in subparagraph V(C) below, then the County shall pay Schulte severance pay equal to twelve months' base salary in effect under paragraph I of this Employment Agreement in one lump sum payment, less regular withholding for taxes, payable within 15 calendar days of the date of such termination without "Cause." However, in no event shall the amount of the severance payment exceed the amount of the salary due to Schulte from the date of termination to the expiration date of the then current contract term.

C. For purposes of determining Schulte's eligibility for severance pay in the case of an involuntary termination without "Cause" as provided under this Agreement, "Cause" to terminate Schulte's employment and this Agreement means Schulte has committed one or more of the following:

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

"Cause" includes any of the above grounds for dismissal regardless of whether the County learns of it before or after terminating Schulte's employment. For purposes of this paragraph, an act, or a failure to act, shall not be deemed willful or intentional, so as to constitute "Cause" to terminate Schulte's employment and this Agreement without paying Schulte the Severance Payment provided under subparagraph V(B) above, unless Schulte acts, or fails to act, in bad faith or without a reasonable belief that Schulte's action or omission was in the best interest of County. Failure to meet performance standards or objectives, by itself, does not constitute "Cause" under this paragraph. If Schulte is terminated with "Cause" as defined in this paragraph, Schulte shall not receive the severance pay provided in subparagraph V(B) above.



D. In the event of termination of the Agreement under any subparagraph of this paragraph V, Schulte shall be paid all compensation for time worked through the termination date, and all benefits which would be due a County employee terminated under similar circumstances, pursuant to the Jackson County Personnel Rules.

VI. Indemnification.

The County shall defend, hold harmless and indemnify Schulte against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Schulte's duties as County Administrator, to the extent allowed by law, and in accordance with the provisions of chapter 16 of the Jackson County Code. The County shall provide counsel and pay for all costs arising out of such actions, including any settlement or judgment in such action, to the extent allowed by law and the County Code.

VII. Construction.

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

VIII. 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.

IX. Survival.

The parties specifically agree that Paragraph V of this Agreement, and those provisions defining "Cause" for termination and Schulte's entitlement to severance pay in the event of an involuntary termination without "Cause" in particular, shall survive the termination of this Agreement for any reason.

X. Annual Appropriation.

Funds necessary to meet any and all financial obligations incurred by the County herein in years after 2019 are subject to appropriation in the County's 2020 annual budget and successive budgets for all years during the term of this Agreement.

XI. Incorporation.

This Agreement incorporates the entire understanding of the parties.

JACKSON COUNTY, MO

TROY M. SCHULTE

By \_\_\_\_\_  
Frank White, Jr.  
County Executive

\_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

By \_\_\_\_\_  
Bryan O. Covinsky  
County Counselor

\_\_\_\_\_  
Mary Jo Spino  
Clerk of the Legislature

**REVENUE CERTIFICATE**

Funds sufficient for this expenditure in calendar year 2019 are included in the County's annual budget. Funds for calendar year 2020 and future years are subject to appropriation in the County's then current annual budget.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance and Purchasing

TO: Michelle Chrisman, Acting Director of Human Resources

FROM: \_\_\_\_\_

DATE: November 11, 2019

RE:

<b>JOBS STUDIED</b>
<b>Title:</b> County Administrator
<b>Job Code:</b> 1001-03980-001
<b>Pay Level:</b> G99
<b>Number of Positions:</b> 1
<b>Number Remaining:</b> 0
<b>FLSA Code/Category:</b> EX

RECOMMENDATION
<b>Title:</b> County Administrator
<b>Job Code:</b> 1001-03980-001
<b>Pay Level:</b> G99
<b>Number of Positions:</b> 1
<b>Total Number of Positions:</b> 1
<b>FLSA Code/Category:</b> EX

ASSOCIATES AFFECTED			
NAME	ASSOCIATE NUMBER	OLD RATE	NEW RATE
Vacant			

## EVALUATION APPROVAL SIGNATURES

Director of Human Resources \_\_\_\_\_ Date \_\_\_\_\_

County Executive	Date
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Appointing Authority \_\_\_\_\_ Date \_\_\_\_\_

Division Manager \_\_\_\_\_ Date \_\_\_\_\_

Approved by Budget Officer/Payroll: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**NOTE:** Budget Officer/Payroll – Please forward to Appointing Authority. Appointing Authority – Please forward to Division Manager. Division Manager – Please forward to County Executive when applicable. 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: County Administrator

PAY LEVEL: G99

CODE: 1001-03980-001

WORKING TITLE: County Administrator FLSA: EX

DATE: 10/5/2017

DIVISION: Operations & Public Safety

DEPARTMENT: Administration

BARGAINING UNIT POSITION: No

CIRCUMSTANCE: Re-Organization

LOCATION: Kansas City Courthouse

ADMINISTRATOR: \_\_\_\_\_

SUPERVISES: Key Administrative Functions/Departments at Jackson County

<u>PERCENTAGE OF TIME</u>	<u>ACCOUNTABILITIES</u>
20%	1. Research, develop and implement policies and procedures to attain desired results in the appropriate areas of responsibility.
20%	2. Utilize your team to achieve the desired results of the County Executive and Jackson County.
20%	3. Improve the effectiveness of the Division of Operations and Public Safety.
15%	4. Provide leadership to the associates of Jackson County.
10%	5. Develop, recommend and monitor Departmental budgets in the Division of Operations and Public Safety.
5%	6. Oversee the County's Capital Improvement Program.
5%	7. Represent Jackson County at various meetings with businesses, agencies, civic, community, and political leaders.
5%	8. Oversee various Legislative actions controlled by the County Executive.

### SCOPE

The associate in this class is responsible for ensuring that all County activities relating to the Executive branch are accomplished in such a way that the goals, programs, and policies of the County Executive are implemented. This work is frequently done in consultation with the County Legislature, Prosecuting Attorney, Sheriff, County Counselor, and others. The incumbent provides effective, efficient, and professional support services in supervising the Deputy County Administrator and Department Directors to meet the operational needs of the County. This associate reports directly to the County Executive.

### KNOWLEDGE AND SKILLS (\*Required prior to employment)

1. Knowledge of Executive and Legislative priorities, programs, and policies.
2. Knowledge of the operation of the County and State legislatures.
- \*3. Skill in verbal communication sufficient to convey ideas and information to a wide variety of people, and to make formal presentations to community groups, committees, and the County Legislature.
- \*4. Skill in written communication sufficient to prepare reports and correspondence to a wide variety of people and groups, including elected officials.
5. Knowledge of the functions, responsibilities, policies, and goals of all County divisions and departments.

## KNOWLEDGE AND SKILLS (Continued)

6. Knowledge of all county functions including human resources, information technology, finance, accounting, and budgeting to supervise the activities of departments and their policies, procedures, organization, and performance standards.
- \*7. Knowledge of public accounting, and the methods, regulations, and laws relating to revenue collections, generation, disbursement, and shared funds.
- \*8. Knowledge of public administration principles and techniques.
- \*9. Knowledge of modern supervisory techniques; interviewing, hiring, progressive discipline, termination, and performance evaluation.
10. Knowledge of capital improvement design, financing, and debt management sufficient to recommend projects to the County Executive and Legislature; monitors project progress, and resolves problems.
11. Knowledge of the County's Affirmative Action Plan, goals, and objectives, and applicable Federal and State laws and regulations relating to equal employment opportunities.

## HUMAN RELATIONS

1. Reviews and discusses initial budget requests from semi-autonomous organizations receiving County funds to determine reliability of estimates and to negotiate priorities. Recommends final budget packages to the County Executive.
2. Reviews and discusses initial budget requests from department director reports; resolves budget and funding disagreements with directors.
3. Appears at State and County Legislative meetings to provide testimony and answer questions on items of interest to the County.
4. Attends committee hearings and meetings of the County Legislature, answering questions regarding County administration or to present the County's position on specific legislation. Keeps current on concerns of the Legislature so that appropriate communication, review, and planning are provided.
5. Meets with the Circuit Court Liaison Committee to address problems relating to finances, budgets, or other issues affecting the administration of the County and Circuit Court.
6. Meets with members of the print and broadcast media, business and civic groups, county citizens, consultants, and political organizations concerning various matters of County administration. Assists with the preparation of press releases and press conferences.
7. Attends, serves on, and directs various County committees for the purpose of planning, directing, and recommending activities consistent with the goals and objectives of the County Executive and Legislature.

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

1. Performs research, reviews financial impact of programs and policies, reviews legal impact of programs and policies with the County Counselor, and reviews operational impact of programs and policies with department directors.
2. Meets with the County Executive and Legislature seeking information, definition, objectives, and guidance on priorities, timetables, etc., of proposed projects. Makes work assignments to staff and department directors when the County Executive implements changes or new programs.
3. Performs research on and submits proposals relating to changes in policies, proposed solutions to problems and new program initiatives; reviews major activities of departments and ensures that activities are consistent with the policies and objectives of the County Executive and Jackson County.
4. Delegates authority to department directors depending on operational needs; consults with directors to create goals, timetables, reporting procedures, and resource allocation.
5. Researches, develops and recommends policies and procedures to achieve the desired result of the County Executive and Jackson County.
6. Conducts interviews, hires, supervises, evaluates performance, applies progressive discipline, and approves merit increases, vacation schedules, etc., of subordinate staff.
7. Reviews initial budget requests with department directors and other agencies receiving County funds; negotiates priorities, objectives, and goals and determines reliability of estimates; discusses funding levels for all budget packages with the County Executive; may discuss additional budgetary matters with the County Executive, including changes required to balance the budget, and strategies for presenting a final budget to the Legislature.
8. Receives and reviews monthly reports from Finance on the rate of expenditures of the various funded authorities; notes areas of actual or possible budget imbalances and, if necessary, initiates discussions with appropriate funded authority to rectify the situation.
9. Receives reports from Finance regarding confirmation of shortages in revenue, establishing alternatives for addressing the problems and ordering the required action to address the shortage.
10. Recommends capital improvement projects to the County Executive; may become aware of improvements through observation and from information from citizens, or from elected officials, community, business and civic groups; consults with recognized experts for technical and funding advice and overall guidance; once project is agreed to and funded, progress is monitored and regular reports are made to the County Executive.
11. Receives ordinances and resolutions to be considered by the County Legislature; reviews proposals and determines impact on current and planned activities and budgets; keeps County Executive informed and assists in developing a position or response to the proposed action; plans strategy in cooperation with department directors for introducing ordinances and preparing witnesses and other evidence for presentation if necessary.
12. Consults with reporting department directors prior to the implementation of goals and objectives; reviews goal attainment and identifies future needs with those departments.
13. Represents the County Executive in official matters dealing with the Sheriff's Department, the Prosecuting Attorney, the Medical Examiner, the Jackson County and Kansas City Election Boards, and other County boards and commissions; resolves or refers to the County Executive, problems relating to County Administration and the operation of those offices, boards, and commissions.

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ENVIRONMENTAL DEMANDS

Work is performed in a modern office setting. Some travel between County offices, Courthouses and agencies is required, exposing the associate to the hazards associated with travel by car and weather.

#### MINIMUM QUALIFICATIONS

Must have Bachelor's degree in public administration, business, or related field; Master's in Public Administration or MBA preferred. Prefer eight (8) or more years of progressively responsible public-sector leadership experience and at least five (5) years at the "C" level. Must submit to/pass a pre-employment background and drug screen. (Also refer to the asterisks [\*] in the Knowledge and Skills section of this job description)



## JACKSON COUNTY JOB DESCRIPTION -- ADA/PHYSICAL DEMANDS FORM

**JOB TITLE:** County Administrator    **PAY GRADE:** G99

**CODE:** 1001-03980-001

**DIVISION/DEPARTMENT:** Administration

**DATE:** 09/12/2017

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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 personal computer and typewriter, filing completion of reports, forms, and correspondence.
- X **HEARING** - Must be adequate for normal conversation with associates and the general public in person or by telephone.
- X **SPEECH** - Must be able to speak and understand English clearly to provide detailed information by telephone and in person.
- X **STANDING** - 10 % of the time – Required when presentations of ideas or information.
- X **WALKING** - 10 % of the time – Required when traveling between office or within department spaces.
- X **SITTING** - 80 % 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.

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Reviews for accuracy:

Incumbent

Date \_\_\_\_\_

Immediate Supervisor

Date \_\_\_\_\_

Appointing Authority

Date \_\_\_\_\_