

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the City of Kansas City, Missouri, and Marilyn Sanders on this 5th day of October, 2020.

Section 1. Background. Marilyn Sanders is employed by the City of Kansas City, Missouri, as City Clerk, effective on October 5, 2020, as a result of her reappointment by Ordinance No. 200876. Marilyn Sanders has continually been employed as City Clerk since her original appointment on June 28, 2012. This position is established by Section 217, City Charter. The City Clerk is appointed by the Mayor and Council and serves at their pleasure. The Mayor and Council serve as the City Clerk's immediate supervisors providing evaluation of her performance and establishing her salary and compensation package.

Section 2. Purpose. The purpose of this Memorandum of Understanding is to establish specific dates for the evaluation of Marilyn Sanders' performance as City Clerk and to establish a framework by which the independence of the City Clerk will be encouraged and enhanced.

Section 3. Term.

- A. This agreement becomes effective October 5, 2020 for a term of three years, ending October 5, 2023, unless terminated by one or both of the parties.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City through its City Council to terminate the services of Employee.
- C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from her position with the City.

Section 4. Annual Evaluation. The Mayor and City Council will conduct an annual performance review for Marilyn Sanders. This evaluation will occur prior to June 28 of each year, which shall be considered her anniversary date. Marilyn Sanders will cooperate fully with the requirements of the Mayor and Council in providing requested information to enable the Mayor and Council to fairly and properly evaluate her performance. The evaluation process may be managed by a Committee of the City Council.

Section 5. Compensation. The Mayor and City Council will determine the compensation of Marilyn Sanders as a function of this annual review. If the decision is made to increase her annual compensation, the increase will be effective on her anniversary date, or the next closest day determined by the rules of the Human Resources Department for commencement of salary increases. Should an evaluation or salary increase not be implemented by her anniversary date, she shall be entitled to back pay representing the time between her anniversary date and the actual date the salary increase becomes effective.

Section 6. Performance Measures. The City Council and the City Clerk will establish in writing priorities, goals and objectives within thirty (30) days of this agreement. These priorities, goals and objectives shall be incorporated into this agreement and made part of this agreement. These priorities, goals and objectives shall be reviewed and updated annually by the City Council at the time of the City Clerk's annual evaluation.

Section 7. Retirement Benefits. Employee shall receive pension and retirement benefits afforded other Employees of the City in accordance with state law and local ordinance. Employee shall also be authorized to participate in applicable deferred compensation plans maintained by the City. In addition, the City agrees to allow Employee to contribute whatever portion of her base salary he shall deem personally appropriate to any City-approved deferred compensation plan allowing employee contributions. Upon Employee's resignation or termination, Employee may transfer all amounts in any deferred compensation plans at her discretion, if the plan so allows.

Section 8. At Will Employment. Nothing in this Memorandum of Understanding serves to grant any right to continued employment. With the exception of the explicit obligations assumed by the parties by Sections 1-9 of this Memorandum of Understanding, the terms and conditions of employment of Marilyn Sanders are consistent with those traditionally imposed on the City Clerk and are not changed.

Section 9 . Dismissal.

A. The City Clerk serves at the pleasure of the Mayor and City Council. It is not the intention to grant Marilyn Sanders a property right or expectation to serve other than at the pleasure of the Mayor and City Council, but to provide for financial ramifications should the Mayor and Council dismiss Marilyn Sanders as City Clerk under certain circumstances.

B. *Severance Payments.* Subject to the appropriation of funds, Marilyn Sanders shall be paid no less than a sum equal to six months' salary upon her removal from office during the term of this MOU. However, if after dismissal Marilyn Sanders opts to return to her former classified position with the City, she will not receive any severance payments.

C. *Denial of Payments.*

1. *Misconduct.* Marilyn Sanders shall not be entitled to this payment if her dismissal is due to misconduct. Misconduct will include:
 - a. Conviction of a felony crime; or
 - b. Breach or habitual neglect of duties required of the City Clerk, including the failure to correct deficiencies identified during the previous annual evaluation which she has failed to cure after reasonable written notice from the Council; or
 - c. Conviction of any illegal act involving personal gain to her or a finding of violation of the City's Code of Ethics or the Code of Ethics for the State of Missouri.
2. *Performance.* Marilyn Sanders shall not be entitled to this payment if her dismissal follows a 12-month period for which she did not receive a salary increase because of inadequate performance and was provided reasonable standards for improvement which the Council finds were not met.

Section 10. Resignation by Marilyn Sanders. Nothing in this Memorandum of Understanding precludes Marilyn Sanders from resigning her position as City Clerk. A voluntary resignation by Marilyn Sanders shall not involve any payments as provided for by Section 9 of this MOU. If Marilyn Sanders is asked to resign by a majority of the City Council, and she resigns, she will be entitled to payments as provided for by Section 9, subject to the appropriation of funds. Employment records shall reflect a voluntary resignation.

Section 11. MOU Not Exclusive. This Memorandum of Understanding does not restrict the Mayor and Council from imposing new functions and duties on the Office of the City Clerk as authorized by the City Charter, the Code of Ordinances, and other ordinances, resolutions or regulations.

CITY OF KANSAS CITY, MISSOURI

MARILYN SANDERS

Mayor

Marilyn Sanders

Approved as to form and legality:

City Attorney