

AGENDA ITEM
October 20, 2020

Subject: Employment of Michele Bailey

Department: Administration

An Employment agreement between Michele Bailey and the City of Nevada.

BILL NO. 2020- 076

ORDINANCE NO.

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI AUTHORIZING AN EMPLOYMENT CONTRACT WITH MICHELE BAILEY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI THAT:

WHEREAS, it is the desire of the City Council of the City of Nevada (hereinafter the "City Council") to employ Michele Bailey to serve in the position of City Clerk, which position is prescribed by the Charter of the City of Nevada, Missouri and;

WHEREAS, The Charter of the City of Nevada and Municipal Code of Ordinances define the duties of the City Clerk and;

WHEREAS, Michele Bailey desires to perform and assume responsibility for the provision of City Clerk services to the CITY and;

WHEREAS, the City Council wish to establish the terms and conditions of Michele Bailey's employment as City Clerk.

Section 1 This Agreement attached hereto as Exhibit "A" and incorporated herein by reference is approved as an obligation of the City of Nevada, Missouri.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute the same and affix the corporate seal.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri, this _____ day of _____, 2020.

George Knox, Mayor

(seal)
ATTEST:

Michele Bailey, City Clerk

EMPLOYMENT CONTRACT BETWEEN

THE CITY OF NEVADA, MISSOURI

AND

MICHELE BAILEY

This agreement, is made and entered into as of the **28th day of September 2020**, between the City of Nevada, Missouri, a Missouri Municipal Corporation, 110 S. Ash, Nevada, Missouri, (hereinafter City) and Michele Bailey (hereinafter Ms. Bailey) enter into an employment contract, at which time Ms. Bailey will accept the position of City Clerk for the City of Nevada, Missouri. City and Ms. Bailey hereby agree to the following employment terms:

1. EMPLOYMENT AND DUTIES

- 1.1. Duties. The City Council hereby appoints and employs Ms. Bailey as City Clerk for the CITY to perform the functions and duties of that position, as described in Article III of the Charter of the City of Nevada, Nevada Municipal Code Chapter 2, Article XVI and such other legally permissible and proper duties and functions as the City Council shall, from time to time, direct or assign. Ms. Bailey agrees to perform all such functions and duties to the best of her ability and in an efficient, competent, and ethical manner.
- 1.2. Working Hours. Ms. Bailey shall work all hours necessary to perform the duties specified in the City Charter as required to manage the affairs of the City. Hours are flexible and **must not exceed 1500 hours** from hire date to anniversary date.
- 1.3. Employment Status. Upon appointment to the City Clerk position, Ms. Bailey shall serve at the will and pleasure of the City Council and understands that by accepting the City Clerk appointment, Ms. Bailey shall be an "at-will" employee.

2. COMPENSATION AND EVALUATION

- 2.1. Compensation. Ms. Bailey's pay rate is **\$18.00 per hour** and employment as described in the Nevada Municipal Code Chapter 25, Article II is **Part-time** with no fringe benefits except as specifically authorized in this agreement.
- 2.2. Cost of living. If a general "cost of living" increase is granted to the general employees of the City, Ms. Bailey shall receive any such increase at the same percentage as all other employees. This increase shall be in addition to any merit increase that might be given.

2.3. Evaluation. The City Council shall conduct an initial evaluation of Ms. Bailey's performance promptly following the six (6) month anniversary of the effective date of this Agreement. In December of each year the performance of Ms. Bailey will be evaluated by the City Council and an adjustment in salary will be considered based on satisfactory and meritorious performance and funds available. If an increase in salary is warranted it shall be effective on the first day of January next succeeding the performance evaluation.

3. BENEFITS

3.1. Cell Phone: Ms. Bailey may be entitled to a non-taxable allowance to cover the business use of her personal cell phone.

3.2. Business equipment. If funds are available the CITY will provide to Ms. Bailey any job related equipment, such as a computer, cell phone, internet etc. that is needed to perform required functions and duties. Equipment remains the property of the City of Nevada and shall be returned no later than the last day of employment.

4. OTHER CONDITIONS OF EMPLOYMENT

4.1. Indemnification. Employer shall defend, save harmless, and indemnify employee against any tort, professional liability claim, or demand or legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the scope of employee's employment as City Clerk so long as the act is not willful or wanton. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

4.2. Termination: This contract can be terminated by either party, with or without cause, for a good reason, for a bad reason, or no reason at all, by giving 30 days written notice.

4.3. Agreement: This agreement constitutes the entire agreement between the parties. This Agreement may be amended only by a writing signed by Ms. Bailey, approved by the City Council and executed on behalf of the City.

CITY OF NEVADA, MISSOURI

EMPLOYEE

George Knox, Mayor

Ms. Bailey, Employee

(seal)

Date

ATTEST:

Michele Bailey, City Clerk