

V-F

TCMA Fall Conference  
November 5-7, 1997  
Gatlinburg, Tennessee

Council Orientation, Employment Agreements,  
and Performance Reviews  
Practice Group 2: Policy Facilitation

Wednesday, November 5, 1:15-5 pm

Mary M. Grover  
Workshop Leader

Public policy is a very unruly horse, and when once you get astride it you never know where it will carry you. Sir James Burrough, English jurist, in Richardson vs Mellish (1924), 2 Bing 252.



NOV 10 2003  
UNIV. OF TENN.  
LIBRARY

## Table of Contents

Proposed-tentative-suggested session schedule	Page ii
Willie and Waylon, “The Makin’s of a Song”	Page 1
ICMA Code of Ethics	Pages 2-3
Council orientation materials	Pages 4-13
Employment agreement materials	Pages 14-41
Performance evaluation materials	Pages 42-74
Information about Mary Grover, Workshop Leader	Page 75
A Closing Prayer for Public Officials	Page 76
Resources and references	Pages 77-78

**Proposed-Tentative-Suggested  
Workshop Schedule**

1:00 pm	Beginnings	
1:15 pm	Council orientation	75 mins
2:30 pm	15 minute break	
2:45 pm	Employment agreements	65 mins
3:50 pm	Performance reviews	60 mins
4:50 pm	Summary and evaluation	10 mins
5:00 pm	Adjourn	

**The Makins' of a Song**  
Willie Nelson and Waylon Jennings

'Fore you pack your suitcase, call your mama,  
Up to now she's taught you all you need to know.  
Look at me as kind of like your daddy,  
Teachin' you the old rules of the road.  
You won't be no super star tomorrow,  
You got take the time to pay your dues.  
When you start to feel at home out on the highway  
You're damned sure qualified to sing the blues.

Chorus:

Always send the big guy for the money.  
Don't give 'em no excuse to do you wrong.  
Even when you lose you're still the winner --  
At least you've got the makin's of a song.

Don't compromise your feelin's when they matter --  
They'll come back to haunt you, don't you know.  
Songs you sing today you'll sing tomorrow,  
If you don't give up the music for the show.

Chorus.

---

Written by Max D. Barnes, Waylon Jennings, Troy Seals  
Recorded on *Willie & Waylon: "Clean Shirt"*  
Produced by Bob Montgomery for Epic, 1991.

# ICMA Code of Ethics with Guidelines

The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in May 1995.

The guidelines adopted by the Executive Board in 1972 were most recently revised in May 1995.

The purposes of ICMA are to enhance the quality of local government and to support and assist professional local administrators in the United States and other countries. To further these objectives, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

---

1. **Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.**

---

2. **Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.**

## Guideline

**Advice to Officials of Other Local Governments.** When members advise and respond to inquires from elected or appointed officials of other local governments, they should inform the administrators of those communities.

---

3. **Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.**

## Guidelines

**Public Confidence.** Members should conduct themselves so as to maintain public confidence in their profession, their local government, and in their performance of the public trust.

**Impression of Influence.** Members should conduct their official and personal affairs in such a manner as to give the clear impression that they cannot be improperly influenced in the performance of their official duties.

**Appointment Commitment.** Members who accept an appointment to a position should not fail to report for that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time, but once a bona fide offer of a position has been accepted, that commitment should be honored. Oral acceptance of an employment offer is considered binding unless the employer makes fundamental changes in terms of employment.

**Credentials.** An application for employment should be complete and accurate as to all pertinent details of education, experience, and personal history. Members should recognize that both omissions and inaccuracies must be avoided.

**Professional Respect.** Members seeking a management position should show professional respect for persons formerly holding the position or for others who might be applying for the same position. Professional respect does not preclude honest differences of opinion; it does preclude attacking a person's motives or integrity in order to be appointed to a position.

**Confidentiality.** Members should not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

**Seeking Employment.** Members should not seek employment for a position having an incumbent administrator who has not resigned or been officially informed that his or her services are to be terminated.

---

4. **Recognize that the chief function of local government at all times is to serve the best interests of all the people.**

## Guideline

**Length of Service.** A minimum of two years generally is considered necessary in order to render a professional service to the local government. A short tenure should be the exception rather than a recurring experience. However, under special circumstances, it may be in the best interests of the local government and the member to separate in a shorter time. Examples of such circumstances would include refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or severe personal problems. It is the responsibility of an applicant for a position to ascertain conditions of employment. Inadequately determining terms of employment prior to arrival does not justify premature termination.

---

5. **Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.**

## Guideline

**Conflicting Roles.** Members who serve multiple roles—working as both city attorney and city manager for the same community, for example—should avoid participating in matters that create the appearance of a conflict of interest. They should disclose the potential conflict to the governing body so that other opinions may be solicited.

---

6. **Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.**

---

7. **Refrain from participation in the election of the members of the employing legislative body, and from all partisan political activities which would impair performance as a professional administrator.**

## Guidelines

**Elections of the Governing Body.** Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not engage in active participation in the election campaign on behalf of or in opposition to candidates for the governing body.

**Elections of Elected Executives.** Members should not engage in the election campaign of any candidate for mayor or elected county executive.

**Other Elections.** Members share with their fellow citizens the right and responsibility to exercise their franchise and voice their opinion on public issues. However, in order not to impair their effectiveness on behalf of the local government they serve, they should not partic-

pate in election campaigns for representatives from their areas to local government, school, state, and federal offices.

#### **Elections on the Council-Manager Plan.**

Members may assist in preparing and presenting materials that explain the council-manager form of government to the public prior to an election on the use of the plan. If assistance is required by another community, members may respond. All activities regarding ballot issues should be conducted within local regulations and in a professional manner.

**Presentation of Issues.** Members may assist the governing body in presenting issues involved in referenda such as bond issues, annexations, and similar matters.

---

**8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.**

#### **Guidelines**

**Self-Assessment.** Each member should assess his or her professional skills and abilities on a periodic basis.

**Professional Development.** Each member should commit at least 40 hours per year to professional development activities that are based on the practices identified by the members of ICMA.

---

**9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.**

---

**10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.**

#### **Guideline**

**Information Sharing.** The member should openly share information with the governing body while diligently carrying out the member's responsibilities as set forth in the charter or enabling legislation.

---

**11. Handle all matters of personnel on the basis of merit so that fairness and impartial-**

**ity govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.**

#### **Guideline**

**Equal Opportunity.** Members should develop a positive program that will ensure meaningful employment opportunities for all segments of the community. All programs, practices, and operations should: (1) provide equality of opportunity in employment for all persons; (2) prohibit discrimination because of race, color, religion, sex, national origin, political affiliation, physical handicaps, age, or marital status; and (3) promote continuing programs of affirmative action at every level within the organization.

It should be the members' personal and professional responsibility to actively recruit and hire minorities and women to serve on professional staffs throughout their organizations.

---

**12. Seek no favor; believe that personal aggrandizement or profit secured by confidential information or by misuse of public time is dishonest.**

#### **Guidelines**

**Gifts.** Members should not directly or indirectly solicit any gift or accept or receive any gift—whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form—under the following circumstances: (1) it could be reasonably inferred or expected that the gift was intended to influence them in the performance of their official duties; or (2) the gift was intended to serve as a reward for any official action on their part.

It is important that the prohibition of unsolicited gifts be limited to circumstances related to improper influence. In de minimis situations such as tobacco and meal checks, for example, some modest maximum dollar value should be determined by the member as a guideline. The guideline is not intended to isolate members from normal social practices where gifts among friends, associates, and relatives are appropriate for certain occasions.

**Investments in Conflict with Official Duties.** Members should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict with their official duties.

In the case of real estate, the potential use of confidential information and knowledge to further a member's personal interest requires special consideration. This guideline recognizes that members' official actions and decisions can be influenced if there is a conflict with personal investments. Purchases and sales which might be interpreted as speculation for

quick profit ought to be avoided (see guideline on "Confidential Information").

Because personal investments may prejudice or may appear to influence official actions and decisions, members may, in concert with their governing body, provide for disclosure of such investments prior to accepting their position as local government administrator or prior to any official action by the governing body that may affect such investments.

**Personal Relationships.** Members should disclose any personal relationship to the governing body in any instance where there could be the appearance of a conflict of interest. For example, if the manager's spouse works for a developer doing business with the local government, that fact should be disclosed.

**Confidential Information.** Members should not disclose to others, or use to further their personal interest, confidential information acquired by them in the course of their official duties.

**Private Employment.** Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

**Representation.** Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

**Endorsements.** Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements, whether or not for compensation. Members may, however, agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.

Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.

## Council Orientation

**“The energy of an organization, when its members’ minds, souls and bodies move together, is a wonderfully powerful force.”**

**(With apologies to) “Groundhog Michael,” an Appalachian Trail hiker, quoted by Frank Ahrens in the Washington Post, August 16, 1995, pages C1 and C2.**

Who?

---

Why?

---

When?

---

How?

---

What desired outcome(s)?

---

What expected hazards?

---

**“Everyone brings joy to this store -- some when they enter, and some when they leave.”**

**Charlie Weller’s hand-lettered sign at Weller Cleaners, Silver Spring, Maryland, 1996.**

## EDUCATING COUNCIL CANDIDATES

The councilmember wants to run with the advantages of incumbency: experience, maybe even inside information, and familiarity with how the local government works. The challenger usually doesn't have the full picture and needs information, but that information would probably be used in a campaign against the incumbent, and might even be used against the manager. Managers deal with this potential conflict in different ways.

### What does the Code of Ethics require?

The ethical duties may at first seem inconsistent. Tenet 7 of the ICMA Code of Ethics says, "thou shalt steer clear of thy employers' elections," but then the guideline requires members to, "treat your elected officials equally and impartially," and Tenet 9 says, "Keep the community informed." What's the *right* thing to do?

### Discussion questions:

- What is the manager's role when it's election time for the governing body?
- How do you deal with candidates who are incumbents, and candidates who are challengers to incumbents?
- How do you get the "tradition" of educating candidates started?
- How do you deal with incumbent elected officials who object?
- What if an elected official asks the manager to review campaign materials for accuracy?
- Should the manager alert candidates to a problem that may be deduced from information that is available to the public, that is under review by staff or council, but which is not yet a matter of public concern?
- Does the manager have an obligation to enlighten a candidate who is making campaign promises that the manager knows can't be kept? A candidate who is making seriously erroneous public statements during the campaign?
- What if a candidate agrees with a recommendation the manager made that the council disregarded, and then states publicly that the manager agrees with the candidate?
- What if a candidate who is interested in a particular issue, asks the manager for his or her opinion that the manager hasn't shared with the council?
- What if an incumbent asks that a planned project be delayed, or begun, or credited to him/her, in order to look better in the election?



Convincing current councilmembers

Appeal to their good government sense.

Wouldn't they rather debate real issues with accurate information, rather than inconsequential issues and give air time to false information?

A challenger's failure or refusal to attend a briefing could become an issue for the incumbent, especially if the challenger thereafter relies on misinformation.

Doesn't it make sense that newcomers, even an incumbent's replacement, be brought up to speed as quickly as possible?

A candidate asked for information, and it would be unethical and improper for you or your staff to refuse to comply with the request from a member of the public.

**Be guided by:**

The preferred outcome. Provide enough information to candidates so that

- the community can benefit from an informed public debate
- public anger about controversial issues might be defused and misunderstandings might be corrected
- candidates begin to understand the complexity and scope of local government
- future elected officials don't have to be untaught incorrect information
- from the outset, the manager is perceived as an impartial and reliable source of information

The Code of Ethics.

- Inform your elected officials of your intent to provide information to all candidates, and your reasons for doing so.
- Offer the same core of information to all of the candidates at the same time in the election process, whether in individual or group briefings, or by written materials alone.
- To avoid the appearance of engaging in the election, department heads could present information.

What are some ways to educate council candidates?

An Iowa manager holds a "department heads' forum" right after the names of council candidates are official, before a primary election or before the general election if there is no primary. The manager acts as the convener for a group briefing to which all candidates, the media and the public are invited. The candidates are given a packet of materials, and there are some extra copies should others want one. The materials include the budget and information about issues currently under consideration by the council. The department heads do the presenting and answer the questions, which keeps the manager off center stage. The manager operates on the premise that all the

candidates should have the same information, and believing that candidates should have no less access to information than does the general public.

A Florida manager calls each of the candidates as soon as their names are official, offering to meet with them individually in 1/2 hour briefings. Using the budget, including the manager's narrative, he explains department by department how each is funded and what each is doing. If a particular issue is of current concern in the community, or of particular concern to the candidate, the manager discusses it and provides background information. He finds that by scheduling individual briefing sessions, candidates feel free to ask questions they might not ask in a more public setting, and it gives him a chance to inform a member of the public about significant issues and to begin establishing a relationship with someone who may ultimately become a member of the governing body. Also, individual briefings give the manager an advance reading on potential problem areas.

A Michigan manager has developed a plan for the transition between out-going and incoming elected officials that starts as soon as the names of candidates are official. To avoid becoming involved in election campaigns, letters are co-signed with the Clerk and sent to candidates along with an informational handbook, and each is invited to call the manager or the clerk with questions. Those who survive the primary are sent a copy of the budget, and they begin receiving the council agendas. During the period between the general election and the swearing in, the newcomers are invited to attend council meetings, and they receive the full packet of information along with council agendas. Just before taking office, new councilmembers are invited to an all-day briefing by department heads who explain how each department works, and additional information is provided on current issues. The newcomers are thus ready to participate in their first public meeting, and site visits of equipment and operations are scheduled as a follow-up.

**Planning and Designing Participatory Meetings**  
 (Brainstorming with others will produce more ideas.)

<p>Think about who will attend the meeting: who needs to be there? how many? what balance of old-timers and newcomers? what extent of experience and in-experience? learning styles? interests? needs? expectations?</p>	<p>What are some desirable outcomes of the meeting, e.g. relationship-building, information, values, concepts, information, actions, plans, decisions, recommendations? What must take place in order for the meeting to be successful?</p>	<p>List a variety of ideas for activities, experiences, resources, background information, etc., to facilitate the outcomes.</p>
<p>Put an asterisk * next to the most important characteristics and differences among the participants to keep in mind in designing the meeting.</p>	<p>Put an asterisk * next to the highest priority outcomes.</p>	<p>Put an asterisk * next to the most appropriate, effective and feasible ideas that are most apt to facilitate the highest priority outcomes.</p>

## **Sources of Data for Preferred Futuring,\* Goal Setting, and Planning**

### From past experiences and perspectives:

1. Learnings from successful experiences
2. Learnings from mistakes, dead ends, etc.
3. Commitments to traditions and core values
4. Perspectives on trends, sequences in the past
5. Mission statements, goals not yet achieved

### From the present experiences and perspectives:

6. Prouds and sorries -- things that we're proud of, and feel sorry about
7. Current feelings of pain; problems, concerns, crises
8. Data from surveys of needs, expectations, evaluations of consumers, clients, markets in the area
9. Goals, achievements, successes of relevant others in the area
10. Policies, goals, plans of those above us in the system

### From future orientations and perspectives

11. Scanning of "cutting edge" developments
12. Extrapolations of trends
13. Prediction scenarios
14. Preferred futures of others
15. Science fiction, future fantasies

\*Preferred futuring, sometimes called visioning, is the concept of Ronald Lippitt. Until his death, Lippitt was professor emeritus of sociology and psychology at the University of Michigan, and vice president of Organization Renewal, Inc., in Washington, D.C.

## Workshop Checklist

<u>1. Publicity, promotion, notification</u>	<u>By Whom</u>	<u>By When</u>
_____ notices; mailing or calling list	_____	_____
_____ letters of invitation	_____	_____
_____ directions to meeting place	_____	_____
_____ personal outreach: phone calls, go-sees	_____	_____
_____ news release	_____	_____
_____ contacting the media	_____	_____
_____ photographs	_____	_____
_____ other:	_____	_____
<u>2. Agenda, resource and background materials</u>		
_____ planning the agenda	_____	_____
_____ preparing the final agenda	_____	_____
_____ contacting and preparing presenters	_____	_____
_____ hand-out materials needed: selection, copying, compiling	_____	_____
<u>3. Responsibilities before the workshop</u>		
_____ reserving the facility	_____	_____
_____ leadership, participation assignments	_____	_____
_____ documentation or recording assignment	_____	_____
_____ selecting and contacting presenters	_____	_____
_____ registration, meeting and greeting duties	_____	_____
_____ trying out equipment	_____	_____
_____ testing whether charts, posters, over- head transparencies are readable and understandable	_____	_____
_____ previewing videos for timing and content	_____	_____

4. Facility check-out

_____ ingress and egress: Handicap-accessible? Pleasant? Well-lighted?	_____	_____
_____ size and shape of space	_____	_____
_____ appearance, general aesthetics of space	_____	_____
_____ sufficient electrical outlets	_____	_____
_____ testing electrical outlets	_____	_____
_____ acoustics	_____	_____
_____ wall spaces and wallcoverings for mounting sheets of newsprint, posters	_____	_____
_____ restrooms (handicap accessible?)	_____	_____
_____ telephones	_____	_____
_____ temperature and lighting regulation	_____	_____
_____ ventilation	_____	_____
_____ name of custodian or engineer, and how to reach	_____	_____
_____ parking facilities: number and proximity	_____	_____
_____ registration area	_____	_____
_____ room set up arrangements	_____	_____
_____ others:	_____	_____

5. Equipment

_____ tables for participants: number, size, shape, placement	_____	_____
_____ tables for registration, hand-out materials	_____	_____
_____ chairs: number, comfort	_____	_____
_____ microphones	_____	_____
_____ audio tape recorder and cassettes	_____	_____
_____ audio cassette player and amplifiers	_____	_____
_____ video tape recorder and tapes	_____	_____
_____ VCR and monitor	_____	_____
_____ overhead projector and screen	_____	_____
_____ slide projector and screen	_____	_____
_____ extension cords	_____	_____
_____ PC and monitor, or laptop	_____	_____
_____ waste baskets	_____	_____
_____ flipchart or newsprint easel	_____	_____
_____ refreshment pitchers, trays, etc.	_____	_____
_____ cups and saucers, silverware, napkins	_____	_____

6. Materials and supplies

- |   |       |       |
|---|-------|-------|
| _____ name tags or tent cards                     | _____ | _____ |
| _____ felt tip writing pens                       | _____ | _____ |
| _____ newsprint pads, markers and masking<br>tape | _____ | _____ |
| _____ paper clips, sticky notes, scissors         | _____ | _____ |
| _____ directional signs to meeting room           | _____ | _____ |
| _____ decorations: flowers, balloons, etc.        | _____ | _____ |
| _____ paper and pencils for note-taking           | _____ | _____ |
| _____ hand-out materials:                         | _____ | _____ |
| _____ brochures, pamphlets                        | _____ | _____ |
| _____ info about presenters                       | _____ | _____ |
| _____ minutes, reports, articles                  | _____ | _____ |
| _____ agenda                                      | _____ | _____ |
| _____ instructions                                | _____ | _____ |
| _____ others:                                     | _____ | _____ |

7. Checking just before the workshop

By whom

- |  |       |
|--|-------|
| _____ seating arrangements for plenary and<br>subgroupings | _____ |
| _____ extra chairs   | _____ |
| _____ extra tables   | _____ |
| _____ placement of newsprint easel, AV<br>equipment        | _____ |
| _____ hand-outs  | _____ |
| _____ water, glasses                                       | _____ |
| _____ temperature, lighting                                | _____ |
| _____ refreshment set up                                   | _____ |
| _____ registration set up                                  | _____ |
| _____ name-tags or tent cards                              | _____ |
| _____ others:  | _____ |

8. At the workshop

- \_\_\_\_\_ meeting, greeting, seating of participants \_\_\_\_\_
- \_\_\_\_\_ greeting and guiding late comers \_\_\_\_\_
- \_\_\_\_\_ recording, documenting \_\_\_\_\_
- \_\_\_\_\_ handing out materials \_\_\_\_\_
- \_\_\_\_\_ operation of AV equipment \_\_\_\_\_
- \_\_\_\_\_ monitoring refreshments \_\_\_\_\_
- \_\_\_\_\_ floater for general assistance \_\_\_\_\_
- \_\_\_\_\_ others: \_\_\_\_\_

9. After the workshop, and follow-up

- \_\_\_\_\_ collect unused materials \_\_\_\_\_
- \_\_\_\_\_ return equipment \_\_\_\_\_
- \_\_\_\_\_ clean up \_\_\_\_\_
- \_\_\_\_\_ collect evaluations \_\_\_\_\_

- |   | <u>By whom</u> | <u>By when</u> |
|---|----------------|----------------|
| _____ thank yous to presenters                    | _____          | _____          |
| _____ compile, analyze, and report of evaluations | _____          | _____          |
| _____ report of proceedings                       | _____          | _____          |
| _____ mail follow-up materials                    | _____          | _____          |
| _____ plans for next meeting, if there is to be   | _____          | _____          |
| one   | _____          | _____          |
| _____ others:                                     | _____          | _____          |



## Employment Agreements

Always send the big guy for the money.  
Don't give 'em no excuse to do you wrong.  
Even when you lose you're still the winner--  
At least you've got the makin's of a song.

Don't compromise your feelin's when they matter --  
They'll come back to haunt you, don't you know.  
Songs you sing today you'll sing tomorrow,  
If you don't give up the music for the show.

Chorus, "The Makins' of a Song" by  
Willie Nelson and Waylon Jennings

### The ICMA profile

- Almost 80% of local government managers report having a contract or letter of agreement. 76.8% have formal contracts, and a letter of agreement followed for 17.1%.
- Most local government contracts or employment agreements specify a fixed term (77.5%), with the average local government manager contract being 30 months in duration.
- Managers who receive performance reviews do so annually (96%). 87.6% also receive salary reviews.
- The majority of managers (90%) who leave their positions involuntarily receive severance pay. Most local governments do not provide severance pay on a sliding fee scale (85.2%).
- 85% of managers do *not* have "closeout contracts."

**Hell! Why lie? I need a beer!**  
Hand-lettered sign held by a panhandler at a stop sign in Washington, DC.

## **Provisions Found in Examples of Local Government Managers' Employment Agreements**

1. Preamble (purpose, naming of parties)
2. Duties
3. Term and termination
  - Suspension, administrative leave, with or without pay
  - Resignation and termination
    - Notices, basis for termination, process
  - Severance pay
  - Limitations on reduction of benefits (constructive termination, effect)
4. Salary and benefits
  - Disability
  - Contribution to retirement program
5. Performance evaluation
  - Timing and frequency
  - Criteria
  - Developing goals and objectives
6. Other benefits
  - Vacation, military and sick leave
  - Insurance (disability, health, life)
  - Annual physical examination (whether results confidential or not)
  - Moving and relocation expenses
  - Temporary housing
  - Automobile
  - Purchase of a personal computer
  - Cellular phone
  - Social club dues

7. Hours of work

Other employment

Outside activities

Compensatory pay or time

8. Professional development

Dues, subscriptions, meetings, conferences

General expenses (occasionally specific provision for attendance by spouse)

9. Form of government

ICMA recognition

Effect of change in form of government

10. Indemnification

11. Bonding

12. Other terms and conditions of employment

Acknowledgment of membership in ICMA and ICMA Code of Ethics

13. General provisions

Notices

Jurisdiction for litigation

## EMPLOYMENT AGREEMENT ISSUES

The ICMA Executive Board has recommended that employment agreement issues be a priority focus for discussion with state associations over the coming year. The Board has heard concerns about two different aspects of severance clauses: (1) councils failing to honor the agreement; and (2) multi-year severance packages.

### Honoring Terms

A few members have complained that the governing body has waffled on honoring severance provisions in employment agreements. Is this becoming more common, or is it an aberration? How can ICMA and state associations provide assistance to managers in that situation? Some states have provided modest legal assistance to members who are severing ties with the community. States may be able to identify other examples of successful strategies in getting councils to honor agreements.

### How Much Is Too Much?

News reports about some large settlements for managers who have been terminated have generated concern that city and county managers no longer look like public servants. Negative publicity about large severance payments in Minnesota led to the passage of legislation in that state limiting payments to six months of salary. In California, there were concerns about pension "spiking" whereby the manager converted employment benefits (e.g., vacation leave, sick leave, car allowance) into salary during the last year of employment. This allowed some pensions to exceed the manager's actual salary while employed. While California has since passed legislation making this practice illegal, large severance payments have kept the issue of management "greed" in front of the public.

As Bob Christofferson, former chair of the Committee on Professional Conduct, wrote in the September 1992 issue of *Public Management*, "Some recent developments regarding local government manager compensation may erode public confidence in the management profession....I refer to those local government managers who may be making too good a deal and whom, in the eyes of the public, are stealing from the people they are supposed to serve....Perhaps the 'problem' is not problem at all, but...if the practice moves from aberration to trend, the profession may be in trouble."

What are the ethical implications of large severance buy outs? Should the profession recommend a cap on severance payments? How far does a manager have to go in making full disclosure of the total impact of negotiated benefits?

### Other Issues

Are there other issues of concern with employment agreements? Should managers refer to the ICMA Code of Ethics in their agreements? Have employment agreements really become contracts like those of school superintendents? Are lawsuits becoming more common as a way to resolve disputes with former employers? Should senior assistants have an employment agreement?

Sept. 1997

# Appendix

## Sample Employment Agreement

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the [local government] of \_\_\_\_\_, state of \_\_\_\_\_, a municipal corporation, hereinafter called "Employer," as party of the first part, and \_\_\_\_\_ [name], as party of the second part, both of whom understand as follows:

### WITNESSETH:

WHEREAS, Employer desires to employ the services of said \_\_\_\_\_ [name] as \_\_\_\_\_ of the [local government] of \_\_\_\_\_, as provided by \_\_\_\_\_ [here recite appropriate charter, statute, or ordinance sections]; and

WHEREAS, it is the desire of the governing board, hereinafter called "Council," to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as \_\_\_\_\_ of said [local government]; and

WHEREAS, The parties acknowledge that Employee is a member of the International City/County Management Association (ICMA) and that Employee is subject to the ICMA Code of Ethics;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

### Section 1: Duties

Employer hereby agrees to employ said \_\_\_\_\_ [name] as \_\_\_\_\_ of said Employer to perform the functions and duties specified in said \_\_\_\_\_ [legal reference] of the [local government] charter and by said \_\_\_\_\_ [legal reference] of said [local government] code and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign.

The sample employment agreement is an excerpt from Guidelines for Local Government Managers, published by ICMA in 1992.

**Section 2: Term**

- A. Employee agrees to remain in the exclusive employ of Employer until \_\_\_\_\_, 19\_\_\_\_, and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided.
- B. In the event written notice is not given by either party to this agreement to the other \_\_\_\_\_ [minimum of 90 days is recommended] prior to the termination date as hereinabove provided, this agreement shall be extended on the same terms and conditions as herein provided, all for an additional period of two years. Said agreement shall continue thereafter for two-year periods unless either party hereto gives \_\_\_\_\_ days [minimum of 90 days is recommended] written notice to the other party that the party does not wish to extend this agreement for an additional two-year term.
- C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4, paragraphs A and B, of this agreement.
- D. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 5 of this agreement.

**Section 3: Suspension**

- Employer may suspend the Employee with full pay and benefits at any time during the term of this agreement, but only if
- (1) a majority of the Council and Employee agree, or
  - (2) after a public hearing, a majority of Council votes to suspend Employee for just cause provided, however, that Employee shall have been given written notice setting forth any charges at least 10 days prior to such hearing by the Council members bringing such charges.

**Section 4: Termination and Severance Pay**

- A. In the event Employee is terminated by the Council before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his/her duties under this agreement, then in that event Employer agrees to pay Employee a lump sum cash payment equal to \_\_\_\_\_ months' [6 months is recom-

mended] aggregate salary, benefits, and deferred compensation. Employee shall also be compensated for all earned sick leave, vacation, holidays, compensatory time, and other accrued benefits to date. In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

- B. In the event Employer at any time during the term of this agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Council that he/she resign, then, in that event Employee may, at his/her option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the herein severance pay provision.
- C. If Employee is terminated, Employer agrees to provide for out placement services to Employee at its expense, should Employee desire them, in an amount not to exceed a total of \$\_\_\_\_\_. (\$5,000 is suggested amount.)

**Section 5: Resignation**

In the event Employee voluntarily resigns his/her position with Employer before expiration of the aforesaid term of his/her employment, then Employee shall give Employer \_\_\_\_\_ months [2 to 3 months is recommended] notice in advance, unless the parties agree otherwise.

**Section 6: Disability**

If Employee is permanently disabled or is otherwise unable to perform his/her duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this agreement, subject to the severance pay requirements of Section 4, paragraph A.

**Section 7: Salary**

Employer agrees to pay Employee for his/her services rendered pursuant hereto an annual base salary of \$\_\_\_\_\_, payable in installments at the same time as other management employees of the Employer are paid.

In addition, Employer agrees to increase said base salary and/or benefits of Employee in such amounts and to such extent as the Council

may determine that it is desirable to do so on the basis of an annual salary review of said Employee made at the same time as similar consideration is given other employees generally.

#### Section 8: Performance Evaluation

- A. The Council shall review and evaluate the performance of the Employee at least once annually in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be added to or deleted from as the Council may from time to time determine, in consultation with the Employee. Further, the \_\_\_\_\_ [chief elected officer] shall provide the Employee with a summary written statement of the findings of the Council and provide an adequate opportunity for the Employee to discuss his/her evaluation with the Council.
- B. Annually, the Council and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the [local government] and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.
- C. In effecting the provisions of this Section, the Council and Employee mutually agree to abide by the provisions of applicable law.

#### Section 9: Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end Employee will be allowed to take compensatory time off as he/she shall deem appropriate during said normal office hours.

#### Section 10: Outside Activities

Employee shall not spend more than 10 hours per week in teaching, consulting or other non-Employer-connected business without the prior approval of the Council.

#### Section 11: Moving and Relocation Expenses

Employee shall be reimbursed, or Employer may pay directly, for the expenses of packing and moving Employee, Employee's family, and

Employee's personal property from \_\_\_\_\_ to [local government] with said payment or reimbursement not to exceed the sum of \$\_\_\_\_\_, which shall include unpacking, any storage costs necessary, and insurance charges.

#### Section 12: Home Sale and Purchase Expenses

- A. Employee shall be reimbursed for the direct costs associated with the sale of his/her existing personal residence, said reimbursement being limited to real estate agents' fees, and other closing costs that are directly associated with the sale of the house. Said reimbursement should not exceed the sum of \$\_\_\_\_\_.
- B. Employee shall also be reimbursed for the costs incidental to buying a house within the [local government], including legal services, title insurance, and other costs directly associated with the purchase of the house, said reimbursement not to exceed the sum of \$\_\_\_\_\_.
- C. Employer shall provide Employee with a \_\_\_\_\_ (fixed-interest, variable-interest, interest-only) loan to purchase a house. The amount of the loan shall not exceed \$\_\_\_\_\_.
- D. Employer shall provide for temporary housing for Employee, including house-hunting trips as additional compensation, not to exceed \$\_\_\_\_\_.

#### Section 13: Automobile

Employee's duties require that he/she shall have the exclusive and unrestricted use at all times during his/her employment with Employer of an automobile provided to him/her by the Employer. Employer shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase, operation, maintenance, repair, and regular replacement of said automobile.

#### Section 14: Vacation, Sick, and Military Leave

- A. As an inducement to Employee to become \_\_\_\_\_ [job title], at signature hereof, Employee shall be credited with \_\_\_\_\_ days [number of days granted other employees in one year is recommended] of vacation leave and \_\_\_\_\_ days [number of days granted other employees in one year is recommended] of sick leave. Thereafter, Employee shall accrue, and have credited to his/her personal account, vacation and sick leave at the same rate as other general employees of Employer.
- B. Employee shall be entitled to military reserve leave time pursuant to state law and [local government] policy.

**Section 15: Disability, Health, and Life Insurance**

- A. Employer agrees to put into force and to make required premium payments for Employee for insurance policies for life, accident, sickness, disability income benefits, major medical, and dependent's coverage group insurance covering Employee and his dependents, which policies are under the auspices of ICMA.
- B. Employer agrees to purchase and to pay the required premiums on whole life insurance policies equal in amount to \_\_\_\_\_ times the annual gross salary of Employee, with the beneficiary named by Employee to receive one-half of any benefits paid, Employer the other one-half.
- C. Employer agrees to provide hospitalization, surgical and comprehensive medical insurance for Employee and his dependents and to pay the premiums thereon equal to that which is provided all other employees of Employer or, in the event no such plan exists, to provide same for Employee.
- D. Employer shall provide travel insurance for Employee while he/she is traveling on Employer's business, with Employer to name beneficiary thereof.
- E. Employee agrees to submit once per calendar year to a complete physical examination by a qualified physician selected by the Employer, the cost of which shall be paid by the Employer.

**Section 16: Retirement**

Employer agrees to execute all necessary agreements provided by ICMA Retirement Corporation (ICMA-RC) for Employer's [continued] participation in said ICMA-RC retirement plan and, in addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to \_\_\_\_\_ percent of Employee's base salary into the ICMA-RC on Employee's behalf, in equal proportionate amounts each pay period, and to transfer ownership to succeeding employers upon Employee's resignation or termination.

The parties shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

**Section 17: Dues and Subscriptions**

Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his/her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his/her continued professional participation, growth, and advancement, and for the good of the Employer.

**Section 18: Professional Development**

- A. Employer hereby agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees thereof which Employee serves as a member.
- B. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his/her professional development and for the good of the Employer.

**Section 19: Personal Computer Purchase**

Employer hereby agrees to purchase a personal computer and software at a cost not to exceed \$\_\_\_\_\_. The Employer provides the money for the total cost and the Employee reimburses the amount in excess of \$\_\_\_\_\_ over a one-year period. Employee must work for the Employer for one full year to qualify for the \$\_\_\_\_\_ subsidy.

**Section 20: General Expenses**

Employer recognizes that certain expenses of a nonpersonal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses, up to an amount not to exceed \$\_\_\_\_\_ per month, and the finance director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

**Section 21: Civic Club Membership**

Employer recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of \_\_\_\_\_ such civic clubs or organizations, for which Employer shall pay all expenses. Employee shall report to the Employer on each membership that he has taken out at Employer's expense.

**Section 22: Indemnification**

In addition to that required under state and local law, Employer shall defend, save harmless, and indemnify Employee against any tort, profes-



sional 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 Employee's duties as [job title]. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

**Section 23: Bonding**  
Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

**Section 24: Other Terms and Conditions of Employment**  
A. The Council, in consultation with the manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the [local government] charter or any other law.

B. All provisions of the [local government] charter and code, and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads, including provisions governing accrual and payment therefor on termination of employment.

**Section 25: No Reduction of Benefits**  
Employer shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the Employer.

**Section 26: Notices**  
Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: [Title and address of relevant official (mayor, clerk, etc.)]

**(2) EMPLOYEE: [Name and address of Employee]**

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**Section 27: General Provisions**  
A. The text herein shall constitute the entire agreement between the parties.

B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This agreement shall become effective commencing \_\_\_\_\_, 19\_\_.

D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the [local government] of \_\_\_\_\_ has caused this agreement to be signed and executed in its behalf by its [chief elected officer], and duly attested by its [local government] clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

\_\_\_\_\_  
[chief elected officer] of \_\_\_\_\_  
State of \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
[local government] Clerk  
(Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
[local government] Attorney

\_\_\_\_\_  
Employee

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 28 day of June 1994 by and between the CITY OF PEARLAND, State of Texas, a municipal corporation, hereinafter called "Employer," as party of the first part, and PAUL GROHMAN, hereinafter called "Employee," as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of said Employee as City Manager, as provided by its Home Rule Charter; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Council to (1) secure and maintain the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee, and (4) to provide a just means for terminating Employee's services at such time as he may otherwise desire to terminate his employ; and

WHEREAS, Employee desire to accept employment as City Manager of said City; NOW, THEREFORE,

In consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1. Duties.**

Employer hereby agrees to employ said Employee, PAUL GROHMAN, as City Manager of said Employer to perform the functions and duties specified in its Home Rule Charter and by its City Code, and to perform other legally permissible and proper duties and functions as the Council shall, from time to time assign. Provided, however, that nothing herein contained shall be construed to create an appointment of the City Manager for a definite term, but preserve in the Council the right to remove Employee at its will and pleasure by a majority vote thereof, subject to the termination and severance pay provisions hereof.

**Section 2. Duration.**

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3, paragraphs A and B, of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 3, paragraph B, of this Agreement.

C. Employee agrees to remain in the exclusive employ of Employer, and not to accept other employment nor to become employed by any other employer unless termination is effected as hereinafter provided.

The term "employed" shall not be construed to include occasional teaching, writing, consulting or military reserve service performed on Employee's time off.

- D. This contract shall remain in effect indefinitely and for the full duration of the Employee's employment, unless both parties agree to alter said contract.

**Section 3. Termination and Severance Pay.**

- A. In the event Employee is terminated by the Council without cause during such time that Employee is willing and able to perform his duties under this Agreement, then, in that event, Employer agrees to pay Employee: (i) a lump sum cash payment equal to twenty-four (24) months of salary and benefits, plus total leave accruals, plus purchase the Employee's residential home at the appraised value established by an MAI Appraiser of Employer's choosing; and (ii) a relocation fee agreed upon to equal ten percent (10%) of the appraised value of Employee's home. For purposes of this Agreement, the term "cause" shall be defined to mean only if Employee is terminated because of his conviction of any felony or misdemeanor involving moral turpitude or personal gain to him, or his performance is rated unsatisfactory by two-thirds (2/3) or more of entire Council for two consecutive annual evaluations as provided in Section 5 of this Agreement, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in this paragraph.
- B. In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer three (3) months notice in advance, unless the parties otherwise agree.

**Section 4. Salary.**

- A. Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary not less than Seventy-Nine Thousand Two Hundred (\$79,200.00), payable in installments at the same time as other employees of the Employer are paid. In addition, Employer agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Council may determine that it is desirable to do so on the basis of an annual salary review of said Employee made at the same time as similar consideration is given other employees generally, but not less than the Cost of Living Adjustment (COLA) afforded other employees of the City.
- B. Employer agrees to pay both the Employer and Employee portions of all contributions made to the Texas Municipal Retirement System for and on behalf of Employee.

**Section 5. Performance Evaluation.**

- A. The Council shall review and evaluate the performance of the Employee at least once annually in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Attached as Exhibit A are the specific criteria that have been developed jointly by Employer and Employee. Said criteria may be added to or deleted from as the Council may from time to time determine, in consultation and agreement with the Employee. Further, the Mayor shall provide the Employee with a summary written statement of the findings of the Council and

provide an adequate opportunity of the Employee to discuss his evaluation with the Council.

- B. Annually, the Council and Employee shall define such goals and performance objectives which they determine necessary of the proper operation of the City and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.
- C. In effecting the provisions of this Section, the Council and Employee mutually agree to abide by the provisions of applicable law.

#### Section 6. Hours of Work.

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end Employee will be allowed to schedule his time as he deems necessary and to take compensatory time as may be allowed by Ordinance or Policy applicable to employees generally. This time may be taken as Employee chooses, but not accrued for pay.

#### Section 7. Outside Activities.

Employee shall not spend more than ten (10) hours per week in teaching, consulting, writing or other non-Employer connected business without the prior approval of the Council.

#### Section 8. Automobile.

- A. Employee's duties require that he shall have the exclusive and

unrestricted use at all times during his employment with Employer of an automobile provided to him by the Employer. Employee shall not use the automobile outside of the State of Texas except when on official City business. Employer shall be responsible for paying for liability, property damage and comprehensive insurance and for the purchase, operation, maintenance, repair and regular replacement of said automobile.

B. A mobile phone will be provided for the Employee's unlimited use in conducting City business.

#### Section 9. Vacation, Sick and Military Leave.

A. As an inducement to Employee for him to remain City Manager of Employer, Employee shall, effective on the first day of this contract be credited with an additional balance of twenty (20) days of vacation in such manner that Employee shall have said twenty days vacation available for his use at any time beginning with the first day of this contract. Thereafter, Employee shall accrue twenty (20) days vacation for each subsequent 365 days of employment, or prorated portions thereof. The Employee may be compensated up to ten (10) days vacation time in lieu of the time. Vacation time of more than ten (10) day continuous duration shall be scheduled subject to Council approval.

B. Employee shall also be credited with an additional balance of four hundred (400) hours of sick time. Thereafter, Employee shall accrue and have credited to his personal account, sick leave at the same rate as other general employees of Employer. When Employee uses sick time, said sick time shall first be charged to the sick

time accrued with Employer and when no sick time accrued with employer remains in Employee's account, Employee may use the sick hours initially credited to his personal account on the first day of this contract. These catastrophic pooled hours shall not be redeemable upon termination or resignation of the Employee.

- C. Employee shall be entitled to military reserve leave time pursuant to state and City policy.

**Section 10. Disability, Health and Life Insurance.**

- A. Employer agrees to provide hospitalization, surgical and comprehensive medical and dental insurance for Employee and his dependents and to pay the premiums thereon for the entire family unit.
- B. Employee agrees to submit once per calendar year to a complete physical examination by a qualified physician selected by the Employer, the cost of which shall be paid by the Employer. Employer shall receive a copy of all medical reports related to said examination.

**Section 11. Dues and Subscriptions.**

Employer agrees to budget and to pay reasonable dues of Employee for membership in the following professional and civic organizations and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for continued professional participation, growth and advancement, for good of the Employer, including but not limited to:



International City/County Management Association  
Texas City Management Association  
Pearland/Hobby Chamber of Commerce  
Association of Professional Administrators  
Association of Certified Emergency Management Coordinators

**Section 12. Professional Development.**

- A. Employer hereby agrees to budget for and to pay the reasonable travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer; including but not limited to the Annual Conference of the International City Management Association, the state league of municipalities and such other national, regional, state and local governmental groups and committees thereof which Employee serves as a member. This shall only include one out-of-State conference trip annually, unless approved by Council.
- B. Employer also agrees to budget and to pay for the reasonable travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

**Section 13. Civic Club Membership.**

Employer recognizes the need and desirability of representation in and before local civic and other organizations, as Employee deems necessary, for which Employer shall pay all expenses. This includes but is not limited to organizations such as the Chamber of Commerce, Rotary, Lions, and Houston Livestock Show and Rodeo Association. Employee shall report to the Employer on each membership that he has taken out at

Employer's expense. Total membership fees shall not exceed \$3,000.00 annually without specific approval of Council.

Section 14. Indemnification.

Employer shall, to the maximum extent permitted by law, defend, save harmless and indemnify Employee 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 Employee's duties as City Manager. Employer will defend any such claim or suit and pay the amount of any settlement or judgement rendered thereon.

Section 15. Bonding.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 16. Other Terms and Conditions of Employment.

- A. The Council, in consultation and agreement of the City Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement; the City Charter or any other law.
- B. All provisions of the City Charter and Code and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits

enumerated specifically for the benefit of Employee except as herein provided.

**Section 17. No Reduction of Benefits.**

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the Employer. If Employee is reduced other than across-the-board, he shall have option of considering himself terminated without cause, and be eligible for benefits under 3A.

**Section 18. Notices.**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: C. V. COPPINGER, MAYOR  
CITY OF PEARLAND  
3519 LIBERTY DRIVE  
PEARLAND, TX 77581
- (2) EMPLOYEE: PAUL GROHMAN, CITY MANAGER  
CITY HALL  
PEARLAND, TX 77581

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice.

EXHIBIT "A"

City Manager  
Evaluation Checklist

This form may be used by each member of the city council to evaluate the city manager's performance in fulfilling each of the roles which he/she plays in the city's government. The city manager is graded 1-4, with the following scale: 1 is poor; 2 is fair; 3 is good; 4 is excellent. Each member of the council should sign the form and forward it to the mayor who will be responsible for compiling the comments. The forms and accompanying summary should then be presented to the city manager for his/her permanent file.

1. Personal

- Invests sufficient efforts toward being diligent and thorough in the discharge of duties.
- Composure, appearance, and attitude fitting for an individual in his/her executive position.

2. Professional Skills and Status

- Knowledgeable of current developments affecting the management field.
- Respected in management profession.
- Has a capacity for innovation.
- Anticipates problems and develops effective approaches for solving them.
- Willing to try new ideas proposed by council members or staff.

3. Relations with Council

- Carries out directives of the council as a whole rather than those of any one council member.
- Assists the council in resolving problems at the administrative level to avoid unnecessary council action.
- Assists the council in establishing policy while acknowledging the ultimate authority of the council.
- Responds to requests for information or assistance by the council.
- Informs the council of administrative developments.
- Receptive to constructive criticism and advice.

4. Policy Execution

- Implements council action in accordance with the intent of the council.
- Supports the actions of the city council after a decision has been reached.
- Enforces city policies.
- Understands city's laws and ordinances.
- Reviews enforcement procedures periodically to improve effectiveness.
- Offers workable alternatives to the council for changes in the law when an ordinance or policy proves impractical in actual administration.

5. Reporting

- Provides the council with reports concerning matters of importance to the city.
- Reports are accurate and comprehensive
- Reports are generally produced through own initiative rather than when requested by the council.
- Prepares a sound agenda which prevents trivial, administrative matters from being reviewed by the council.

6. Citizen Relations

- Accommodates complaints from citizens.
- Dedicated to the community and to its citizens.
- Skillfull with the news media--avoiding political positions and partis nship.
- Has the capacity to listen to others and to recognize their interests--work well with others.
- Willing to meet with members of the community and discuss their real concerns.
- Cooperates with neighboring communities.
- Cooperates with the county, state and federal governments.
- Cooperates with governmental units within the city such as the park board or school board.

7. Staffing

- Recruits and retains competent personnel for city positions.
- Aware of weak or inefficient administrative personnel and works to improve their performance.
- Committed to the council's affirmative action policy.
- Accurately informed and concerned about employee insurance, fringe benefits, promotions, and pensions.
- Impartially administers the merit system.

8. Supervision

- Encourages department heads to make decisions within their own jurisdictions without city-manager approval, yet maintains general control of administrative operations.
- Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs.
- Has developed a friendly and informal relationship with the work force as a whole, yet maintains the prestige and dignity of the city manager office.
- Evaluates personnel periodically and points out staff weaknesses and strengths.

9. Fiscal Management

- Prepares a balanced budget to provide services at a level intended by the council.
- Makes the best possible use of available funds, conscious of the need to operate the city efficiently and effectively.
- Prepared budget is in an intelligible format.

10. What have been the finest accomplishments of the city manager this past year?

---

---

---

---

11. What areas need the most improvement? Why? What constructive, positive ideas can you offer the city manager to improve these areas?

---

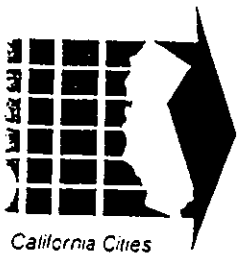
---

---

---

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



California Cities  
Work Together

# League of California Cities

(A Range Rider Adjustable Suggestion-  
Wes McClure and others, Rev. June 1989)

Guidelines for a Negotiated Adult Agreement, When a  
Parting of the Ways Between the Council and Manager is Inevitable  
and not Provided for in an Employment Agreement

\* \* \*

Keep in mind dissolution sometimes happens in the best of families as well as in the not so best. These guidelines should:

- Help the City Council and Community by avoiding political upheaval and helping recruit a replacement and
- Help the Manager by providing reasonable time and income while finding and qualifying for new employment.

\* \* \*

## PROPOSED AGREEMENT

I will agree to do the following upon separation from the city.

1. To separate in a cooperative and professional manner, effective \_\_\_\_\_.
2. To waive any right I have to a public hearing.
3. The wording of a mutually acceptable public statement.
4. As requested, to assist the City during the transition period, such as would be needed by the interim or permanently appointed City Manager and if the City wishes, to assist in such recruitment.
5. To waive any right to a 30-day written notice of the City Council's intention to remove me (or other similar provision in a local rule).

In return for the above, the City Council agrees to the following:

1. The wording of a mutually acceptable public statement.
2. The City's response to my future prospective employers will not jeopardize my opportunity for employment.
3. Effective on the date stated above, a six month transition period to begin under the following terms:

37



- A) I will continue on the City payroll as a consultant with existing salary, medical, dental, retirement and insurance coverage.
- B) I will be paid for benefits already accumulated, but I will not accumulate any additional administrative, vacation or sick leave benefits and will perform in any administrative capacity desired by the City Council.

\* \* \*

POSSIBLE ADDEMDUM IF REQUIRED BY CITY COUNCIL

I will actively pursue employment elsewhere and will report the results of such efforts, as required and if, during the transition period, I become permanently employed elsewhere, the City's financial obligations, as noted in 3. A above, will cease on the date I am so employed.

## Appendix C

### SAMPLE TERMINATION AGREEMENT

The City of Main and John Sample, former city manager

This Agreement is made and entered into the 25 th day of April, 1993 by and between John Sample (individual, address), and the City of Main (agency, city, organization), a political subdivision of the State of Kansas.

#### FACTUAL RECITALS

John Sample has served as city manager (position) for the City of Main (agency) under an employment agreement dated \_\_\_\_\_.

On April 15, 1993 John Sample tendered, and the City Council of the City of Main accepted, Sample's resignation as City Manager of the City of Main. The City and Sample desire to establish the terms by which Sample shall serve as Executive Consultant to the City Council through May 31, 1993.

The City and Sample mutually desire to agree to the compensation and benefits to which Sample shall be entitled during the period of his consultancy, and thereafter as compensation for any and all accrued benefits vested during his term of employment.

By executing this agreement, except as provided hereinafter, the parties desire to resolve and forever discharge any and all claims, issues, duties, rights, or obligations as now exist or may hereafter arise by reason of the contract with the City or by reason of any other agreements regarding Sample's employment, whether written or oral.

NOW THEREFORE, in consideration of the covenants and agreements of the parties as set forth herein, it is agreed as follows:

1. Effective May 1, Sample's employment as City Manager for the City of Main shall be and is hereby terminated for all purposes.
2. This Agreement shall be deemed effective April 15, 1993. For the period commencing May 1, 1993 and continuing through May 31, 1993 (the "consultancy period"), Sample shall make himself available to the City Council on a full-time, as-needed basis, during normal working hours, to consult and advise on matters relating to the City. After May 31, 1993, Sample shall have no further duties to perform for the City.
3. During the Constultancy Period, Sample shall receive his current annualized salary, paid in the normal payroll cycle of the City, and all other current benefits and perquisites provided Sample as City Manager.
4. In consideration of all benefits and rights accrued to Sample by reason of the contract and his service to the City, including any accrued vacation, sick, or personal leave, the City hereby agrees to compensate Sample commencing on June 1, 1993 as follows:
  - (a) Sample shall receive as compensation for accrued benefits a continuation of his annualized salary at his current rate of pay and in the normal payroll cycle of the City for a period of eight (8) months beginning June 1, 1993 and ending January 31, 1994.
  - (b) During the period of Accrued Benefits Compensation, the City shall continue to provide Sample medical, dental, retirement, and disability benefits currently provided him by the

City (except, in regard to medical, dental, disability, and any other insurance benefits, when Sample receives similar benefits from another employer); and

(c) The City shall provide the reasonable cost of defending Sample in the pending litigation known as \_\_\_\_\_ and indemnify Sample as provided by Resolution of the City and by law.

5. It is further mutually agreed that neither the City nor Sample currently have ill will or bad feelings toward the other. Accordingly, it is agreed that the City will not make any statement that is negative or casts Sample in a bad light; and Sample shall not make any public comment that is negative or casts the City in a bad light.

This document contains the entire agreement between the parties, may not be amended except by a writing signed by both parties and shall be interpreted in accordance with the law of the State of Kansas.

IN WITNESS, this document has been executed the day and year first above written.

By: John Sample

By: Thomas Atchison  
Mayor  
City of Main

~~34~~ 40

EMPLOYMENT AGREEMENT BETWEEN  
THE VILLAGE OF LIBERTY, A MUNICIPAL CORPORATION OF  
THE STATE OF NEW YORK AND  
DONALD W. WHITMAN  
JUNE 1, 1989 - MAY 31, 1992

ADDENDUM

The Village of Liberty and Village Manager Donald W. Whitman hereby mutually agree to terms under which Whitman will seek other employment and the Village will seek Whitman's replacement as follows:

- . The Village agrees to allow Whitman to continue as Village Manager for a period of six months, through September 6, 1991. During this six month period Whitman will continue to perform the duties as Village Manager and will actively pursue employment elsewhere. The Village agrees to allow Whitman whatever time off is necessary to pursue other employment.
- . In the event that Whitman accepts another position during this six month period, he will give the Village not less than thirty (30) days notice of his departure.
- . In the event that the Village desires to terminate Whitman, for any reason prior to September 6, 1991, the Village agrees to compensate Whitman three (3) months severance pay or the balance due under this addendum, which ever is greater. If this situation occurs, the Village further agrees to continue Whitman's family plan health insurance coverage for this period of time.
- . In the event that Whitman does not have other employment by the close of business on September 6, 1991, he agrees to vacate the office and remove all personal property from the premises by 4:00 P.M. on that date. If this situation occurs, the Village agrees to compensate Whitman three (3) months severance pay in addition to continued coverage of the family plan health insurance for this three month period.

## Performance Evaluation/Appraisal/Assessment

If you want one year of prosperity, grow grain.  
If you want ten years of prosperity, grow trees.  
If you want one hundred years of prosperity, grow people.  
Chinese proverb.

### 1. Why?

Purposes for evaluators

What would a successful process look like for the evaluator?

Purposes for evaluated

What would a successful process look like for the evaluated?

Required by employment agreement?

### 2. When?

During or at end of probationary period

Semi-annually

Annually

"As needed" (as *who* needs it?)

### 3. By Whom?

Single assessor: supervisor

Upward review by direct reports of supervisor or leader

Peer or colleague assessment

Multi-source assessment

"360 degree"\* assessment by those who work most closely with the employee: supervisor, colleagues (peers), direct reports (subordinates), and possibly internal and often external customers.

### 4. How?

Informal process

Formal process

Who initiates it?

Who designs it?

Who conducts/facilitates it?

Factors to consider

### 5. Pitfalls

### “360 degree” assessment

Taps the collective wisdom of collective intelligence these people provide on critical competencies or specific behaviors and skills gives the employee a clear understanding of personal strengths and areas ripe for development. Employees also view this performance information from multiple perspectives as fair, accurate, credible, and motivating. Employees are often more strongly motivated to change their work behaviors to attain the esteem of their coworkers than to win the respect of their supervisor alone. (Edwards and Ewen, pp 4-5.)

Objectives of a multi-source assessment process:

- To align individual and team behavior with corporate vision and values.
- To focus on competency-based rewards.
- To provide fair and accurate performance measures.
- To support a commitment to continuous learning.
- To reinforce other organizational initiatives (e.g., customer service, teamwork, quality, empowerment, performance-based rewards, or reengineering). The 360 degree feedback process then serves as a communication tool that helps employees understand how their behavior connects to the organization's objectives. (Edwards and Ewen, p. 74-75)

\*Edwards, Mark R., and Ewen, Ann J., 360 Degree Feedback: The Powerful New Model for Employee Assessment and Performance Improvement. American Management Association, 1996.

“Life . . . is a public performance on the violin in which you must learn the instrument as you go along.” Mr. Emerson in A Room with a View, by E.M. Forster, 1908.

## Things to Consider in Designing a Performance Review Process

The evaluation of the Manager's performance should be taken seriously by all the participants, and the process should be designed to maximize thoughtful evaluation and discussion. A method based on joint acceptance and commitment is most apt to result in improved understanding of the roles and the contributions of the participants.

Although there is no "one and only" process or evaluation instrument, a review of some performance evaluation literature, and documents provided by ICMA members, suggest the following elements should be considered in developing the performance and review process that would be the most effective in your circumstances. (Your state's freedom of information statutes should be consulted regarding public access to performance evaluation documents and meetings.)

1. Incorporate performance evaluation by reference in an employment agreement.

Include a provision in the Manager's employment agreement stating the frequency, and the general process and criteria for the Manager's evaluation, perhaps providing that the process and criteria could be developed as mutually agreed. A list of criteria could be an addendum to the agreement.

2. The evaluation criteria should be acceptable to both council and Manager.

Criteria could be based on the ICMA University's eight groups of Practices for Effective Local Government Management. (ICMA has produced an *Individual Professional Development Guide* to help members become more familiar with the eight groups of practices, and to set professional development priorities.) The practice groups are

1. Staff effectiveness. Promoting the development and performance of staff and employees throughout the organization.
2. Policy formulation. Helping elected officials and other community actors identify, work toward, and achieve common goals and objectives.
3. Service delivery. Ensuring the local government services are provided to citizens effectively, efficiently, and responsively.
4. Strategic leadership. Setting an example that urges the organization and the community toward experimentation, change, creative problem solving, and prompt action.
5. Democratic responsiveness. Demonstrating a commitment to democratic principles by respecting elected officials, community interest groups, and the decision-making process; educating citizens about local government; and acquiring knowledge of the social, economic, and political history of the community.
6. Organizational planning. Providing for the short-term and long-term acquisition, allocation, and analysis of financial and human resources.

7. Communication. Facilitating the flow of ideas, information, and understanding between and among individuals; advocating effectively in the community interest.
8. Integrity. Demonstrating fairness, honesty, and ethical and legal awareness in personal and professional relationships and activities.

3. Increase understanding to decrease resistance.

For some councilmembers, both old-timers and newcomers, evaluating the Manager's performance will be a new experience, a change. Predictable "change resistance" behaviors may vary from inertia to overt opposition. Misunderstanding and just *not* understanding are often the underlying causes of resistance to change. To reduce the likelihood of resistance behaviors, it is important to spend time and energy up front, when the subject of the evaluation is first introduced and again at the beginning of the process. Help each councilmember understand the reasons for doing a performance evaluation, the importance of it, how it will be done, and what will be expected of him or her.

4. Educate the participants.

Include a statement of purpose and an explanation of the evaluation process as a part of the evaluation instrument. Also attach the Manager's job description and a list of the Manager's functions and responsibilities. Some jurisdictions use an outside facilitator (paid or a volunteer) to help overcome inexperience, discomfort, and other obstacles to what should be a beneficial experience for all participants.

5. Periodic evaluation.

If the council has several years of experience conducting manager evaluations, and if the Manager has several years of service, an annual evaluation may be enough. However, a six-month evaluation is preferable for councils just beginning to conduct performance evaluations, or if the Manager is new to the organization or new to the position. Quarterly reviews might be advisable if the Manager is expected to make substantial changes or improvements in some area.

6. Separate the evaluation from financial considerations.

In order to avoid turning the evaluation into a salary negotiation, evaluating the Manager could be separated from compensation considerations, and even from the budget process. Instead, link the Manager's performance to the governing body's goals and priorities. It should present an opportunity to communicate and to plan together.

7. Develop an evaluation process that promotes candor.

If confidentiality or anonymity is important to elected officials (and department heads, if they participate), responses submitted through written materials could be compiled by



a mutually acceptable outside person, perhaps a trusted member of the community, or a personnel professional from an area employer. The participants could be consulted about (a) whether anonymity is important to the, and (b) what process might best assure it. The evaluation process should, ideally, be acceptable to all.

8. Use a form with numerical rating scales and a space for written comments.

A numerical rating scale is more easily quantifiable, and written comments provide documentation. Both should keep the focus on the agreed-upon criteria for evaluating performance.

9. Involve department heads in the evaluation process.

In some jurisdictions, the Manager is evaluated on functional or departmental operations, and some jurisdictions invite department heads to provide an internal perspective on the Manager's effectiveness.

10. Conduct a two-way evaluation.

Design a process whereby the council evaluates the Manager, and the Manager evaluates his/her own performance *and* the effectiveness of the council. In the Manager's self evaluation, he/she could respond to questions such as,

- "What did/does the council do to make your job easier? To make your job harder?"
- "How can the council help you accomplish your goals for the next year?"
- "What suggestions do you have for improving communication between you and the council?"

Another way to invite the council to engage in self evaluation would be to pose some questions, either on the evaluation instrument or in a facilitated discussion, such as,

- "How do you assess the effectiveness of the council?"
- "What steps might the council take to maintain or to increase its effectiveness?"
- "How do you assess the effectiveness of the working relationship between the council and the Manager?"

11. Talk together about the results.

A meeting of the Manager and the council to review and discuss the results of the written parts of the evaluation is an important part of the process. Schedule the meeting at a time and in a setting that will protect all the participants from the distractions of interruptions, in compliance, of course, with state open meetings law. For many Managers, the discussion is the most helpful and significant part of the evaluation.

12. Assess the evaluation process.

Distribute a simple evaluation form at the end of the process to find out what went well, what could be improved, and how.

Sources used:

Carlson, Margaret S., "How Are We Doing?" Evaluating the Performance of the Chief Administrator. Popular Government, Winter 1994, pp 24-29.

Pfeiffer, J. William; Goodstein, Leonard D.; and Nolan, Timothy M., Shaping Strategic Planning. Scott, Foresman and Co., 1989.

Wheeland, Craig M., "Council Evaluation of the City Manager's Performance," ICMA Municipal Year Book, 1995, pp 13-20.

Margaret S. Carlson, "How Are We Doing? Evaluating the Performance of the Chief Administrator," *Popular Government*, Vol. 59, No.3. Winter 1994, pp24-29  
Reprinted by permission of the Institute of Government, The University of North Carolina at Chapel Hill.

# "How Are We Doing?" Evaluating the Performance of The Chief Administrator

Margaret S. Carlson

Picture a governing board meeting at a hectic time of year. Perhaps it is budget season and difficult funding decisions loom. Or the members are still recovering from stinging criticism over a hot community issue. Suddenly someone says, "Hey, didn't we say last year that we were going to evaluate the manager around this time?" Other members groan inwardly as they envision yet another series of meetings and potential conflict with other board members. One member says, "Everything seems to be going OK. Let's just go ahead and decide on a salary increase now. Is an evaluation really that important?"

Yes.

Evaluating the performance of the chief administrative officer—whether the title is manager or health director or school superintendent or social services director—is critically important.

In recent years, jurisdictions increasingly have recognized the importance of a useful performance evaluation system to the overall effectiveness of their organizations. They have taken steps to improve their methods of evaluating line workers, supervisors, and department heads. But one very important individual is frequently overlooked at performance evaluation time: the person who reports to the governing board. Governing boards have a responsibility to get on with that job. This article is designed to show how to evaluate a chief administrative officer who reports to a governing board, for simplicity called here the "manager."

Ironically, the reasons that a manager may not receive a regular performance evaluation are the very reasons that an evaluation can be helpful:

- this individual is in a unique position in the organization;
- he or she serves at the pleasure of the board; and
- he or she may frequently receive conflicting messages about priorities and direction from board members.

It is vital for managers to get regular, accurate feedback about whether they are meeting the expectations of the board, but it is unlikely that the organization will have a useful process in place for administrators to get that information in the absence of a well-conceived performance evaluation system.

Conducting an effective evaluation is hard work, but it doesn't have to be a bad experience for the board or the manager. With planning and a commitment to open lines of communication, chances are good that the experience will result in a new level of cooperation and understanding between manager and board and, ultimately, a more effective working relationship.

## Common Pitfalls

Both the board and the manager may approach an evaluation with reluctance. Board members will be required to talk openly and honestly about the positive and negative aspects of a person's performance—a difficult task for many people. The manager must be able to receive this feedback in a nondefensive manner, even when it appears that the board is articulating specific performance expectations for the first time, or that the board is focused on the manager's conduct in the most recent crisis, rather than his or her overall performance. Here are some common problems that boards and managers encounter when they plan for and conduct a performance evaluation.

- The board evaluates the manager only when there

---

*The author is an Institute of Government faculty member whose specialties include performance evaluation and organizational development.*

are serious performance problems, or when all or some of the board members already have decided that they want to fire the manager.

- The board realizes it is time to determine the manager's salary for the upcoming year, and it schedules a performance evaluation for the next meeting, without discussing the format or process of the evaluation.
- The discussion during the evaluation is unfocused, with board members disagreeing about *what* the manager was expected to accomplish as well as *whether* the manager met expectations.
- The board excludes the manager from the evaluation discussion.
- The board evaluates only the manager's interactions with and behavior toward *the board*, even though members recognize that this may represent a relatively small portion of the manager's responsibilities.
- The board borrows an evaluation form from another jurisdiction or from a consultant without assuring that the form matches the needs of its own board and manager.

Most of these pitfalls can be avoided by planning and conducting a systematic process for evaluating the manager's performance. A thorough evaluation process, like the one suggested below, contains several essential components (see Figure 1).

## A Suggested Evaluation Process

### Planning the Evaluation

1. Agree on the purpose(s) of the evaluation. Typically, boards identify one or more of the following when describing the purpose of an evaluation:

- to give the manager feedback on his or her performance and to identify areas where improvement may be needed;
- to clarify and strengthen the relationship between the manager and the board; and
- to make a decision about the manager's salary for the upcoming year.

These goals are not incompatible, and it is possible to accomplish all of these tasks at once. However, it is essential that board members and the manager discuss and reach agreement on the purpose of the evaluation before deciding what the rest of the process will be. For example, a board member who thinks the main reason for doing an evaluation is to make a decision about com-

Figure 1  
Steps in Planning and Conducting an Evaluation Process

### Planning the Evaluation

1. Agree on the purpose(s) of the evaluation.
2. Agree on what the board expects of the manager.
3. Agree on the frequency and timing of the evaluation.
4. Agree on who will be involved.
5. Agree on an evaluation form to be used.

### Conducting the Evaluation

1. Have individual board members complete the evaluation form prior to the evaluation session.
2. Have the manager do a self-assessment.
3. Agree on a setting for the evaluation discussion.
4. Have the manager present during the evaluation.
5. Consider using a facilitator.
6. Allow sufficient time.
7. Include a portion where the board evaluates its own performance.
8. Decide on the next steps and critique the process.

pensation may think a brief consultation among board members—minus the manager—is sufficient to ensure that no members have any major concerns about the manager's performance. This member also may ask for input from a personnel specialist who can provide information about managers' salaries in comparable jurisdictions. By contrast, a board member whose main interest is improving communication between the board and the manager may suggest a process that includes a conversation between the board and manager, with the manager present throughout the evaluation.

A board might question whether the manager should be involved in planning the evaluation process, as the evaluation may be seen as the board's responsibility, with the manager as the recipient of the evaluation. Yet most boards want to conduct an evaluation that is helpful to the manager and provides guidance for his or her future actions. Because it can be difficult for the board to fully anticipate what the manager would—or would not—find useful in an evaluation, it is wise to consult with the manager early in the planning process. For instance, the board may feel that the manager would be uncomfortable hearing board members talk about his or her performance firsthand and so design a process that "protects" the manager from hearing any negative feedback. Although the board's motives may be good, such a design may not meet the manager's needs if the manager actually wanted to be part of the discussion, negative comments and all. Spending some time talking about the purpose of an evaluation at the beginning of the process will reduce the possibility of misunderstandings and conflicting priorities later on.

2. Agree on what the board expects of the manager. A job is essentially a set of expectations. It is possible to assess whether or not an individual holding that job has met expectations. Unfortunately, boards often find themselves in the position of preparing to evaluate the manager without first having defined those expectations and without having given the manager clear guidance about what he or she has to do to fulfill them. An evaluation can be useful only if an earlier discussion has taken place in which the board and manager have outlined expectations for the manager's performance. A board and manager may discuss expectations in conjunction with setting organizational goals for the upcoming year, perhaps as part of an annual retreat.

After setting goals, the board may specify objectives for the manager that define his or her role in meeting these goals. These objectives, then, are the board's expectations concerning the manager. For example, a city council may set a goal of working with agencies and community groups to reduce drug-related crimes in the city. The council may list one or more objectives for the manager related to this goal: for example, identifying groups and agencies that already are working to reduce drug-related crime, forming a partnership that includes members of all relevant groups, or explaining new programs to the local media. If the manager needs clarification of the objectives or has some concerns about his or her ability to meet the board's expectations, those issues are best discussed at the time these objectives are set, rather than a year later when the board wants to know why its expectations have not been met.

In addition to identifying what the board wants the manager to achieve, a board typically has an interest in how the manager achieves these objectives; it expects the manager to have certain knowledge and exhibit certain skills while performing his or her duties. Expectations about the manager's knowledge and skills also should be articulated by the board. For example, the board may expect the manager to have oral and written presentation skills that enable him or her to present ideas clearly and concisely to diverse groups. It also may expect the manager to be able to allocate resources in a way that ensures equitable service delivery to citizens and to be able to delegate work effectively and evaluate the performance of his or her staff.

A board's expectations for the manager often represent a mix of general areas of knowledge and skills every manager should possess, as well as specific expectations based on the board's composition, the organization's history, or special features of the city or region. Therefore it may be helpful for the board to use an existing list of managerial

expectations as input for its discussion, then customize these expectations to fit the needs of the jurisdiction. Many professional organizations—for example, the International City/County Management Association (ICMA) for city and county managers—can supply such a list; or the board and manager may contact other communities in their area. Remember that a list of expectations for the manager that comes from a source outside the board is intended to begin a discussion of the board's expectations for the manager, not to replace this discussion. The only way for the board to give clear, consistent guidance to the manager is to spend some time talking about what it wants the manager to accomplish and about the knowledge and skills he or she should exhibit in the process.

3. Agree on the frequency and timing of the evaluation. The board and manager should agree on how often evaluations should be conducted (perhaps once a year, for example) and adhere to that schedule. The timing of the evaluation also should be considered. For example, the board may wish to have the evaluation cycle and budget cycle coincide and make decisions about the manager's compensation at such a time. Or, it may choose to conduct the evaluation before the budget process gets underway if it feels that it would not be able to give its full attention to the evaluation during the months leading up to the adoption of the budget. The board should avoid scheduling the evaluation just before or after an election. If the evaluation is held too soon after an election, new members may not have the time they need to gather information about and form a judgment of the manager's performance. Likewise, it is not a good idea to schedule an evaluation just before an election if a change in the composition of the board is expected.

4. Agree on who will be involved. All members of the board and the manager should participate in the evaluation (more about the manager's presence at the evaluation, below). The full board's participation is necessary, because all members have relevant information about the manager's performance. In addition, during the planning process the board and manager should consider whether there are other parties who have an important perspective on the manager's performance. A common problem is for the board to focus entirely on the manager's interactions with the board, even though the manager spends only a fraction of his or her time in direct contact with the board.

Although both the board and manager may feel that the perceptions of staff, citizens, and others are important, they may be concerned about how these perceptions will be collected and shared. It is not a good idea for board members to go directly to staff and poll

employees on their views of the managers' strengths and weaknesses, for example. Such actions would put board members in an inappropriate administrative role and may put staff members—including the manager—in an uncomfortable position. Instead, the manager might hold "upward review sessions" with his or her staff, in order to receive feedback from subordinates, and report general themes that came out of these sessions as part of his or her self-assessment.

The goal is not to make the manager feel under attack; rather, it is to acknowledge that many people may have relevant information about the manager's performance and that the board should not be expected to know everything about the manager's work. If the board and manager choose not to incorporate other sources of information in the evaluation, the board may want to consider omitting performance criteria that it feels unable to judge (such as the coaching and mentoring of subordinates).

5. Agree on an evaluation form to be used. Frequently this is the first step that boards consider when planning an evaluation, and they find it to be a difficult task. However, if the board already has discussed and agreed on what it expects of the manager (see Step 2), agreeing on an evaluation form becomes much easier. It is simply a matter of translating expectations into performance criteria, making sure that the criteria are clear and measurable. For example, three expectations in the area of "knowledge and skills necessary for local government management" may look like Figure 2.

Following each criterion on the evaluation form is a scale ranging from "does not meet expectations" to "exceeds expectations," with an option of marking "unable to rate." Although a board may choose to assign numbers to this scale (for example, 1 through 5, with 1 corresponding to "does not meet expectations" and 5 corresponding to "exceeds expectations"), a numerical rating system is less useful in an evaluation of the manager than it is in an organizationwide evaluation of all employees, where standardized comparisons may have some value. In fact, a potential problem with using a numerical rating system is that it is easy to focus on the number as the end in itself, rather than simply a shorthand way to express the evaluation. Thus a board may discuss at length whether a manager's performance on a given dimension is a 5 or a 4, and perhaps conclude that it is a 3.5, without fully exploring what those numbers represent.

Samples of evaluation forms may be obtained from ICMA and other professional organizations. Again, it is essential for each board and manager to tailor a form to meet their needs.

Figure 2  
Portion of Sample Evaluation Form

**Presentation Skills**—The ability to understand an audience and present an idea clearly and concisely, in an engaging way, to a group whose interests, education, culture, ethnicity, age, etc., represent a broad spectrum of community interests and needs.

1	2	3	4	5	
.....		.....			
Does Not		Meets		Exceeds	
Meet		Expectations		Expectations	
Expectations				Unable	
				to Rate	

**Citizen Service**—The ability to determine citizen needs, provide equitable service, allocate resources, deliver services or products, and evaluate results.

1	2	3	4	5	
.....		.....			
Does Not		Meets		Exceeds	
Meet		Expectations		Expectations	
Expectations				Unable	
				to Rate	

**Delegating**—The ability to assign work, clarify expectations, and define how individual performance will be measured.

1	2	3	4	5	
.....		.....			
Does Not		Meets		Exceeds	
Meet		Expectations		Expectations	
Expectations				Unable	
				to Rate	

### Conducting the Evaluation

1. Have individual board members complete the evaluation form prior to the evaluation session. Setting aside some time for individual reflection is important preparation for the evaluation session. It reinforces the message that this is an important task, worthy of the board members' attention. Making individual assessments before beginning a group discussion also increases the likelihood that each member will form his or her own opinion without being influenced by the judgments or experiences of other members.

This is not meant to imply that board members cannot change their minds as a result of group discussion; on the contrary, members frequently change their views of a manager's performance as they hear the perspectives of other members and learn information that was not available to them when making their individual assessments.

2. Have the manager do a self-assessment. Inviting the manager to assess his or her own performance can add a helpful—and unique—perspective to the evaluation process. In most cases, the manager can simply complete the same evaluation form being used by the board. For the manager, the comparison of the self-assessment

42 51

with the assessments of others provides an opportunity for insight into his or her own overestimation or underestimation of performance level as compared to the expectations of the board. For the board, hearing how the manager rates his or her own performance (and more importantly, how he or she arrived at that rating) can help members gain some insight into whether the board and manager are communicating effectively. For example, board members may rate the manager as not meeting expectations in a given area because a land-use study was not completed. Upon discussion with the manager, however, the board learns that the study has been completed but has not yet been presented to the board. This distinction is important, because it suggests different areas for improvement. If the manager did not complete the study, the discussion may have focused on the importance of meeting deadlines. Instead, the group may develop strategies for improving communication so that board members receive information in a timely manner.

3. Agree on a setting for the evaluation discussion. The evaluation should be conducted in a setting that is private and comfortable, free from interruptions, and considered neutral by all parties. These are the same characteristics a board may look for in a retreat setting when it meets to develop a long-range plan, discuss roles and responsibilities of new board members, and the like. The idea is to set aside a time and place to address a single topic, away from the pressure of a loaded agenda.

Boards frequently ask whether the manager's evaluation is defined as an open meeting. Since the board is considering the performance of the manager—a public employee—during an evaluation, such a meeting may be held in executive session. According to the open-meetings statute, a public body may hold an executive session to “consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of a public officer or employee.”

4. Have the manager present during the evaluation. The above example, where the board learns important information from the manager during the evaluation, illustrates the benefit of having the manager in the room and playing an active role in the evaluation. A manager present during the discussion can respond to questions from the board, ask questions, and provide relevant information that otherwise may not be available to the board.

Frequently, a board's first impulse is to exclude the manager from the evaluation session. Some members may be reluctant to share negative feedback in the

manager's presence. Other members may fear that the evaluation will turn into an analysis of the manager's handling of a single incident, with the manager defending his or her actions. Still others may want to shield the manager from what they perceive to be unduly harsh criticism from a few board members. These are valid concerns. However, many of the problems anticipated by the board stem from a lack of planning rather than from the manager's presence at the evaluation; consequently, many of these issues can be addressed in earlier phases in the planning process. For example, a good evaluation form will help ensure that the discussion focuses on job-related behaviors rather than personal traits and will look at the previous year's performance rather than that of the previous week.

Some boards choose to exclude the manager from the evaluation session and select one member to summarize the board's discussion for the manager after the evaluation has been completed. Appointing a “designated spokesperson” to communicate the board's evaluation to the manager is often frustrating for both parties. It is difficult for one person to summarize a complex discussion in an accurate and balanced way, and the spokesperson may end up overemphasizing some points and underemphasizing or eliminating others. For a manager who is seeking feedback and guidance, this one-way communication usually does not give a full picture of the board's perceptions; consequently, the manager may make future decisions that are not consistent with the board's expectations.

Even with a careful planning process, board members still may have concerns about sharing negative feedback with the manager. As described in the next section, a skilled facilitator frequently can diminish these concerns by helping the group discuss these issues in a constructive way.

After the board has concluded its discussion of the manager's performance, it may wish to excuse the manager while it makes a decision about the manager's compensation. The manager presumably will receive any feedback and guidance from the board before the salary discussion, so his or her presence is not necessary at this point. However, the board should keep in mind that the actual setting of the manager's salary is not covered under the personnel exception to the open-meetings law, and as such this determination should take place in an open session.<sup>2</sup>

5. Consider using a facilitator. A performance evaluation is a complex task, particularly when an entire group is participating in the evaluation. Members may have different views of the manager's past performance, or

different expectations for the future. Board members also may be reluctant to share negative feedback, or they may be concerned that their feedback will be misinterpreted. For all these reasons, it is often helpful to use a facilitator when conducting the evaluation. A facilitator can help the group by monitoring the group's process, while leaving all members free to focus on the task of the evaluation. Facilitators often suggest that groups use a set of ground rules to help them accomplish their work more effectively.<sup>3</sup>

The board might look to local business, civic, and academic leaders for recommendations for qualified facilitators; or it might contact the Institute of Government or the state's Association of County Commissioners, League of Municipalities, School Board Association, or similar organizations for help in this area.

6. Allow sufficient time. A useful technique for the actual evaluation is a "round-robin" format. Each member in turn expresses his or her judgment of the manager's performance on a given criterion, and the entire group then discusses any differences among individuals' ratings, with the goal of reaching group consensus on the manager's performance in this area before progressing to the next performance criterion. Even with a small board that is in general agreement about the manager's performance, this is a time-consuming process. Therefore setting aside a full day for the evaluation session is a good idea. Although this may seem like a lot of time to devote to one issue, the consequences of failing to reach agreement on what the board expects of the manager can ultimately require far more time and energy. The group may wish to divide the evaluation session into two half-days, if that is more manageable (both in terms of scheduling and energy levels).

7. Include a portion where the board evaluates its own performance. In theory, it is possible for a board to specify expectations for the manager and then evaluate the degree to which a manager has met these expectations. In practice, however, meeting expectations is usually a two-way street, and it is helpful for a board to examine its own functioning and how it contributes to—or hinders—the manager's effectiveness. For example, a board may have set a number of high-priority objectives for the manager to meet, after which individual board members brought new "high-priority" projects to the manager throughout the year. In this case, the board would be partly responsible for the manager's failure to meet the expectations initially set by the board.

8. Decide on the next steps and critique the process. The actual evaluation of the manager's (and the board's) performance may seem like the last step in the

evaluation process, but there are still a number of decisions to be made before the next evaluation cycle can begin. The board may wish to have a separate session to make a decision about the manager's compensation. This is also a logical time to talk about expectations and goals for the coming year, and the board may wish to set a date in the near future when it will set expectations and performance measures in preparation for the next evaluation.

An important final step: Before the evaluation is concluded, all members should assess the evaluation process itself. This self-critique helps the group look at its own process and learn from its experiences working together. By reflecting on the task just completed, the group frequently identifies components of the process that worked well and aspects that could have been more effective. For example, it may decide that it did not clearly define the manager's role in reaching board goals before the evaluation and resolve to address this by a specified date.

## Conclusion

As the steps described here illustrate, the evaluation of a chief administrative officer is a process, not an event. Careful planning and a commitment to communication between the board and the manager throughout the year will greatly facilitate the actual evaluation and increase the likelihood that it will be a valuable experience for all involved.

One last word: Don't let the fear that your board has not laid the proper groundwork prevent you from getting on with the job. You will probably see some things that you would like to change after the first evaluation (and the second, and the third . . .). That's what the self-critique is for. The important thing is to begin the process. Making the evaluation a regular part of the board's work is the best way to ensure its success. ❖

## Notes

1. N.C. Gen.Stat. § 143-318.11. For more on open meetings and procedures for going into an executive session, see David Lawrence, *Open Meetings and Local Governments in North Carolina: Some Questions and Answers*, 3d ed. (Chapel Hill, N.C.: Institute of Government, The University of North Carolina at Chapel Hill, 1986).

2. See Lawrence, *Open Meetings and Local Governments in North Carolina*, 20.

3. A detailed discussion of ground rules and the role of the facilitator can be found in Roger M. Schwarz, "Groundrules for Effective Groups," *Popular Government* 54 (Spring 1989): 25-30, and Kurt Jenne, "Governing Board Retreats," *Popular Government* 53 (Winter 1988): 20-26.



CITY OF ALBANY  
MANAGEMENT PERFORMANCE AND DEVELOPMENT EVALUATION  
FOR THE CITY MANAGER

### PURPOSE

In order to establish and maintain effective City Council and City Manager relations, it is essential that the Council establish an ongoing evaluation process that offers an opportunity for each party to review the performance of the Manager. This evaluation should focus on how effectively the Manager is accomplishing the goals established by the Council and how s/he is carrying out her/his responsibilities in key performance areas.

Specifically, the evaluation should serve the following needs:

- (1) Allow the City Manager and the Council to test, identify, and refine their respective roles, relationships, expectations of responsibilities to each other.
- (2) Allow discussion of the City Manager's strengths and weaknesses as demonstrated by past performance with the objective of increasing the Manager's effectiveness; that is, give the Council the opportunity to provide positive feedback in areas that have been handled well and to clarify areas where the Manager could become more effective through improved performance.

### PROCESS

- (1) One month before the evaluation is scheduled, the City Manager completes the City Manager's Self-Evaluation Form.
- (2) Two weeks before the evaluation is scheduled, the Mayor will provide each Councilor with a copy of the evaluation form and the completed City Manager Self-Evaluation Form.
- (3) Each Councilor and the Mayor completes an evaluation form, signs it, and returns one copy to the Mayor.
- (4) The Mayor tabulates the results of the evaluations forms.
- (5) The composite evaluation of the Mayor and City Council, along with the City Manager's Self-Evaluation Form, are distributed by the Mayor to the Council prior to the executive session evaluation meeting. A copy of the composite evaluation is provided by the Mayor to the City Manager prior to the evaluation meeting.
- (6) The Mayor and Council meet with the City Manager in executive session to jointly review the evaluation.
- (7) The operating ground rules shall be established by the Mayor and Council for the executive session including, but not limited to, such considerations as location, time, or time considerations for any particular subject matter.
- (8) The evaluation process shall occur in December of each year, except that the Council may require an additional evaluation at any time during the year.

- (9) Following the evaluation, the City Manager shall present to the Mayor any requests regarding changes to the Employment Agreement including salary adjustments with the Council, authorized "Executive Salary Schedule."
- (10) In executive session, the Mayor shall present to the City Council the City Manager's Employment Agreement adjustment requests. At the executive session, the Mayor shall also solicit additional adjustment suggestions from the Council. At any point during the executive session, the Council may choose to excuse the City Manager from deliberations regarding these items. Following the reaching of a majority consensus on any adjustments, the Council shall inform the Manager of its pending decision in executive session and then reconvene in open session to ratify the changes.

## INSTRUCTIONS

Attached is the evaluation form for the City Manager. It encompasses three primary areas: (1) evaluation of key performance areas; (2) goal accomplishments as well as establishing future goals; and (3) general strengths and areas for improvement.

The rating system for key performance areas has been established for an "exceeds standards," "meets standards," or "fails to meet standards" determination by the evaluator.

A space has been provided for each performance area to include your comments. Each person preparing the form is encouraged to select specific examples of why a particular rating has been chosen. The comments included should give the City Manager enough information to correct problem areas and allow her/him to place specific items on her/his work plan for the following year.

Upon completion of the form, please return it to the Mayor for tabulation.

# CITY MANAGER SELF-EVALUATION FORM

*The response to the questions on this form should be completed and provided to the City Council two weeks before their evaluation of the Manager are due. Additional pages may be added as needed. Your comments on these self-evaluation questions will be attached to the performance evaluation.*

1. What progress have you made in accomplishing your goals and/or work assignments since your last evaluation?

^C

2. What other job-related accomplishments have you had that were not part of the goals set at your last evaluation?

^C

3. What obstacles or setbacks did you encounter during the year?

^C

4. What do you see as your major goals for this next evaluation period?

^C

5. What can the Council do to help you accomplish these goals?

^C

6. What suggestions do you have for improving the effectiveness between you and the Council?

^C

7. Do you have specific training needs which the Council can facilitate, and how will these needs help you in meeting your goals?

^C

8. Are there any other issues or comments you wish to share?

^C

City Manager's Signature \_\_\_\_\_

DATE: \_\_\_\_\_



CITY OF ALBANY

CITY MANAGER PERFORMANCE EVALUATION FORM

(If additional pages are needed for comments, please attach them.)

1. *Communication with Council, including effective written and oral presentation and openness to Mayor and Council feedback or direction.*

- Exceeds Standards
- Meets Standards
- Fails to Meet Standards

LS 2. *Implementation of Council policy and assists Council in the development of annual and long-range goals.*

- Exceeds Standards
- Meets Standards
- Fails to Meet Standards

3. *Staff support for Council; anticipates and provides reports and recommendations as required by the Council.*

- Exceeds Standards
- Meets Standards
- Fails to Meet Standards

4. *Staff relations; demonstrates leadership and promotes professional staff performance.*

- Exceeds Standards
- Meets Standards
- Fails to Meet Standards

5. *Financial planning and administration; prepares and administers annual budget, which maintains a multiyear vision.*

- Exceeds Standards
- Meets Standards
- Fails to Meet Standards

6. *Personal and professional development; strives to maintain current knowledge and skill levels.*

- Exceeds Standards
- Meets Standards
- Fails to Meet Standards

7. *Effective delivery of City services and community relations.*

- Exceeds Standards
- Meets Standards
- Fails to Meet Standards

8. *Intergovernmental relationships at the state and local levels.*

- Exceeds Standards
- Meets Standards
- Fails to Meet Standards

9. *Overall evaluation of City Manager's performance.*

- Satisfactory
- Unsatisfactory

10. *Accomplishments:* Has the City Manager accomplished or worked toward accomplishing the goals established by the Council? Why or why not?

11. *Strengths:* Based upon your overall evaluation of the City Manager, what areas would you list as her/his strong points as a manager?

12. *Improvements suggested:* Based upon your overall evaluation, what areas would you suggest the City Manager work on to improve her/his skills and to be more effective in specific areas or situations?

12. *Goals for next year:* What are the major goals on which the City Manager needs to focus in the coming year?

07 R/S

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

**GENERAL PURPOSE:** Performs high level administrative, technical, and professional work in directing and supervising the administration of city government.

**SUPERVISION RECEIVED:** Works under the broad policy guidance of the City Council.

**SUPERVISION EXERCISED:** Exercises supervision over all municipal employees either directly or through subordinate supervisors.

**ESSENTIAL FUNCTIONS AND RESPONSIBILITIES:**

1. Manages and supervises all departments, agencies, and offices of the City to achieve goals within available resources; plans and organizes workloads and staff assignments; trains, leads, and evaluates assigned staff; reviews progress and directs changes as needed.
2. Provides leadership and direction in the development of short- and long-range plans; gathers, interprets, and prepares data for studies, reports, and recommendations; coordinates department activities with other departments and agencies as needed.
3. Provides professional advice to the City Council and department heads; makes presentations to councils, boards, commissions, civic groups, and the general public.
4. Communicates adopted plans, policies, and procedures to staff and the general public.
5. Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
6. Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.
7. Issues written and oral instructions; assigns duties and examines work for exactness, professional presentation, and conformance to policies and procedures.
8. Facilitates positive, professional attitude among workers and resolves grievances.
9. Performs or assists subordinates in performing duties; adjusts errors and complaints.
10. Prepares a variety of studies, reports, and related information for decision-making purposes.
11. Appoints and removes all department heads, officers, and employees of the City, except the Judge and members of the Council.
12. Ensures that all laws and ordinances are executed.
13. Prepares and submits a preliminary annual city budget. Administers the adopted budget of the City.
14. Advises the City Council and Budget Committee of financial conditions and current and future city needs.
15. Attends all meetings of the City Council at which attendance may be required by the Council.
16. Operates a motor vehicle safely and legally.
17. Maintains regular job attendance and adherence to working hours.

52 61



**PERIPHERAL DUTIES:**

1. Recommends for adoption by the City Council such measures as Manager may deem necessary or expedient.
2. Prepares and submits to the City Council such reports as may be required by the Council or deemed advisable by the Manager.

**MINIMUM QUALIFICATIONS:**

Education and Experience:

1. Graduation from an accredited college or university with a Master's degree in public administration, political science, business management, or a closely related field and five years of experience as a municipal administrator or manager of a public agency or department with related duties; or an equivalent combination of education and experience.

Necessary Knowledge, Skills, and Abilities:

1. Considerable knowledge of modern policies and practices of public administration. Working knowledge of municipal finance, human resources, public works, public safety, and community development.
2. Skill in: preparing and administering municipal budgets; planning, directing, and administering municipal programs; and operation of listed tools and equipment used.
3. Ability to: prepare and analyze comprehensive reports; carry out assigned projects to their completion; communicate effectively verbally and in writing; establish and maintain effective working relationships with employees, city officials, and the public; and efficiently and effectively administer a municipal government.

**SPECIAL REQUIREMENTS:**

1. Possession of or ability to obtain a valid Oregon driver's license.
2. Must be able to speak, read, and write the English language fluently.
3. Qualification standards include a requirement that the individual shall not pose a direct threat to the health or safety of the individual or others in the workplace.

**TOOLS AND EQUIPMENT USED:** Requires frequent use of personal computer, including word processing and spreadsheet programs; calculator; telephone; copy and fax machines.

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderately quiet.

52 62

**ELECTION GUIDELINES:** Formal application; rating of education and experience; oral interview and reference check; job-related tests may be required.

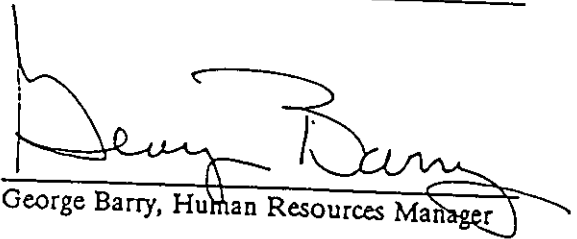
The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

---

APPROVALS:

Mayor: *GM*

  
George Barry, Human Resources Manager

Effective Date: November 1, 1995  
Revision History: November 7, 1978

CITY OF NEW BRIGHTON, MINNESOTA

Evaluation of Chief Executive Officer

Explanations and Directions

Performance Evaluation as Team Building

\*\*\*\*\*

Evaluation as Team Building

If evaluation is to be, in the truest sense, a means of team building, certain conditions must prevail. The two processes must be compatible and interrelated in the following ways:

1. Evaluation is basically a means, not an end in itself.
2. The trust level between the evaluatee and evaluators must be high.
3. The roles each are to fulfill must be clearly indicated and accepted.
4. Responsibilities are matched with pre-determined standards of performance.

Definition of Roles

A. City Council

1. Conduct annual assessments of performance of the Chief Executive Officer (CEO).
2. Respect the prerogatives of the CEO insofar as operation management function of the organization is concerned and the policy function of the Council.
3. Make assessments in general terms except in instances where specific improvements are needed or when explicit commendations are due.

B. Chief Executive Officer

1. Accepts the prospects of annual evaluation.
2. Understands the scope and thrust of the evaluations.
3. Expects the evaluations to adhere to the established procedures for evaluating the performance of the CEO.

Pre-determined Performance Standards

A performance standard is defined as a condition that will exist when a responsibility or function is successfully performed. It is essential that a performance standard be established, at the outset, for each of the eight major areas of responsibility of the CEO. This is necessary in order to use the rating scale effectively.

Major Areas of Responsibility

It should be reiterated that in determining the appropriate level of expectations, actual performance must be measured in relation to the indicated standard of performance.

### Major Areas of Responsibility (continued).

Eight major areas of responsibility as the basis upon which assessments are to be made. Descriptors as provided under each to clarify the meaning and content of the area. However, the evaluation is made of the major area.

### Rating Symbols

Rating symbols are used to make the assessments; and these symbols fall into three main categories:

E = Exceeds Expectations (performance has been above reasonable expectations)

M = Meets Expectations (performance has attained a level of reasonable expectations)

B = Below Expectations (performance has been below reasonable expectations)

To allow for further refinement of these assessments, each of the three categories can be indicated with a (+) or (-) symbol. This allows for a continuum of nine rating categories from B- which indicates the lowest rating to E+ which indicates truly exemplary performance.

As indicated earlier, without more precise definition of the term "expectations", it is possible that ambiguity will result in the use of the term. In order to help avoid this possibility, the concept of performance standards is used.

It will be noted that in connection with each major area, a performance standard is stated, including the conditions that have to be met in order to decide the extent to which "expectations" have been met.

576 65

## EIGHT MAJOR AREAS OF RESPONSIBILITY

- I. Organizational Management
- II. Fiscal/Business Management
- III. Program Development and Follow-Through
- IV. Relationship with the Mayor/Council
- V. Long Range Planning
- VI. Relationship with Public/Public Relations
- VII. Intergovernmental Relations
- VIII. Professional/Personal Development

57 66

RATING	RESPONSIBILITY	PERFORMANCE STANDARD
___ E+	I. Organizational Management	Organizational Management will be considered effective when a majority of the conditions have been successfully fulfilled.
___ E		
___ E-		
___ M+	<i>Plans and organizes the work that goes into providing services established by past and current decisions of the Council</i>	
___ M		
___ M-	<i>Plans and organizes work that carries out policies adopted by the Council and developed by Staff.</i>	a. <i>Well qualified, promising persons are recruited and employed.</i>
___ B+		b. <i>Employees are appropriately placed contributing to a high retention rate.</i>
___ B	<i>Plans and organizes responses to public requests and complaints or areas of concern brought to the attention of Staff by Council and Staff.</i>	c. <i>Supervisory techniques motivate high performance.</i>
___ B-		d. <i>Complaints to Council are not common.</i>
	<i>Evaluation and keeping up with current technology.</i>	e. <i>The organization is aware of new trends in technology.</i>
	<i>Selecting, leading, directing, and developing staff members.</i>	

Comments: Observations of Evaluators: (use this space also to indicate the impact upon the teamwork factor)

Suggestions for Improvement: (Specific area(s) that need strengthening)

Commendations: (Area(s) of performance calling for praise/commendation)

Comments of the CEO: (Responses to any of the evaluations/comments/suggestions/commendations.)

58 67  
- 5 -

RATING	RESPONSIBILITY	PERFORMANCE STANDARD
___ E+	II. Fiscal/Business Management	Fiscal/Business Management will be considered effective when a majority of the conditions have been successfully fulfilled. <ol style="list-style-type: none"> <li>Budget preparation and management are thorough and effective.</li> <li>Cost-effective measures on persistently pursued.</li> <li>Financial reporting is timely and readily understandable.</li> <li>Physical facilities management is efficient.</li> </ol>
___ E		
___ E-		
___ M+	<i>Plans and organizes the preparation of an annual budget with documentation, etc. that conforms to guidelines adopted by the Council</i>	
___ M		
___ M-	<i>Plans, organizes, and administers the adopted budget with approved revenues and expenditures.</i>	
___ B+		
___ B	<i>Plans, organizes and supervises most economic utilization of manpower/materials/machinery.</i>	
___ B-	<i>Plans and organizes a system of reports for Council that provide most up-to-date data available concerning expenditures and revenue.</i>	
	<i>Plans and organizes maintenance of City-owned facilities, buildings and/or equipment.</i>	

Comments: Observations of Evaluators: (use this space also to indicate the impact upon the teamwork factor)

Suggestions for Improvement: (Specific area(s) that need strengthening)

Commendations: (Area(s) of performance calling for praise/commendation)

Comments of the CEO: (Responses to any of the evaluations/comments/suggestions/commendations.)

58 68

RATING	RESPONSIBILITY	PERFORMANCE STANDARD
___ E+	III. Program Development and Follow Through.	Program planning techniques and procedures will be considered effective when a majority of the conditions have been successfully fulfilled.
___ E		
___ E-		
___ M+	<i>Plans and organizes on-going programs and services to City government.</i>	a. <i>Ongoing programs and services are fully responsive to the City's needs.</i>
___ M		
___ M-	<i>Plans and organizes work involved in researching program suggestions by Council and Staff and the reporting of the results of analysis.</i>	b. <i>Monitoring procedures are in place and functioning well.</i>
___ B+		c. <i>Measurable outcomes (to the extent possible) are used to determine success in program planning.</i>
___ B	<i>Maintains knowledge of current and innovative trends in the area of services being provided by local governments, and incorporates that knowledge in program suggestions and research.</i>	d. <i>The CEO can be depended upon to follow through.</i>
___ B-		e. <i>Makes most effective use of available Staff talent.</i>
		<i>Plans and organizes work assigned by the Council so that it is completed with dispatch and efficiency.</i>
	<i>Plans, organizes and supervises implementation of programs adopted or approved by the Council.</i>	

Comments: Observations of Evaluators: (use this space also to indicate the impact upon the teamwork factor)

Suggestions for Improvement: (Specific area(s) that need strengthening)

Commendations: (Area(s) of performance calling for praise/commendation)

Comments of the CEO: (Responses to any of the evaluations/comments/suggestions/commendations.)



RATING	RESPONSIBILITY	PERFORMANCE STANDARDS		
___ E+	IV. Relationship with Mayor and Council	Relations with the Mayor/Council will be considered effective when a majority of the conditions have been successfully fulfilled.		
___ E				
___ E-				
___ M+			<i>Maintains effective communication, both verbal and written, with Council.</i>	a. <i>Materials, reports, presentations and recommendations are clearly and convincingly made.</i>
___ M			<i>Maintains availability to Council, either personally or through designated subordinates.</i>	b. <i>Communications are made in a timely, forthright, and open manner.</i>
___ M-			<i>Establishes and maintains a system of reporting to Council current plans and activities of the Staff.</i>	c. <i>Responses to requests are made promptly and completely.</i>
___ B+	<i>Plans and organizes materials for presentations to the Council, either verbally or written, in the most concise, clear, and comprehensive manner possible.</i>	d. <i>Recommendations appear to be thoroughly researched.</i>		
___ B		e. <i>Adequate information is provided to Council to make decisions.</i>		
___ B-		f. <i>A system is in place to report to Council current plans, activities, events of the City.</i>		

Comments: Observations of Evaluators: (use this space also to indicate the impact upon the teamwork factor)

Suggestions for Improvement: (Specific area(s) that need strengthening)

Commendations: (Area(s) of performance calling for praise/commendation)

Comments of the CEO: (Responses to any of the evaluations/comments/suggestions/commendations.)

67 70

RATING	RESPONSIBILITY	PERFORMANCE STANDARD
___ E+	V. Long Range Planning	Strategic planning will be considered effective when a majority of the conditions have been successfully fulfilled.
___ E		
___ E-		
___ M+	<i>Maintains a knowledge of new technologies, systems, methods, etc. in relation to City services.</i>	a. <i>A well-constructed long-range (strategic) plan is currently in operation.</i>
___ M		
___ M-	<i>Keeps Council advised of new and impending legislation and developments in the area of public policy.</i>	b. <i>Annual operational plans are carried out by Staff members.</i>
___ B+		
___ B	<i>Plans and organizes a process of program planning in anticipation of future needs and problems.</i>	c. <i>An on-going monitoring process is in operation to attain <u>quality assurance</u> in program and project implementation.</i>
___ B-		
	<i>Establishes and maintains an awareness of developments occurring within other cities or other jurisdictions that may have an impact on City activities.</i>	d. <i>Program evaluation and personnel evaluation are inter-related with the strategic planning process.</i>
	<i>Plans, organizes and maintains a process for establishing community goals to be approved or adopted by Council and monitoring and status reporting.</i>	e. <i>Legislative knowledge is current and complete.</i>

Comments: Observations of Evaluators: (use this space also to indicate the impact upon the teamwork factor)

Suggestions for Improvement: (Specific area(s) that need strengthening)

Commendations: (Area(s) of performance calling for praise/commendation)

Comments of the CEO: (Responses to any of the evaluations/comments/suggestions/commendations.)

*6/27/91*

RATING	RESPONSIBILITY	PERFORMANCE STANDARD
___ E+	VI. Relationship with Public/Public Relations.	Communication services will be considered effective when a majority of the conditions have been successfully fulfilled.
___ E		
___ E-		
___ M+	<i>Plans, organizes and maintains training of employees in contact with the public, either by phone or in person.</i>	a. <i>Contacts with the media are timely and credible.</i>
___ M		b. <i>Publications are varied and consistently well-received by the citizens.</i>
___ M-	<i>Ensures that an attitude and feeling of helpfulness, courtesy, and sensitivity to public perception exists in employees coming in contact with the public.</i>	c. <i>Feedback from the public and the community leadership is positive.</i>
___ B+		d. <i>City has good image with comparable organizations.</i>
___ B		
___ B-	<i>Establishes and maintains an image of the City to the community that represents service, vitality and professionalism.</i>	
	<i>Establishes and maintains a liaison with private non-governmental agencies, organizations and groups involved in areas of concern that relate to services or activities of the City.</i>	

Comments: Observations of Evaluators: (use this space also to indicate the impact upon the teamwork factor)

Suggestions for Improvement: (Specific area(s) that need strengthening)

Commendations: (Area(s) of performance calling for praise/commendation)

Comments of the CEO: (Responses to any of the evaluations/comments/suggestions/commendations.)

6B 72

RATING	RESPONSIBILITY	PERFORMANCE STANDARD
___ E+	VII. Intergovernmental Relations	Intergovernmental relations will be considered effective when a majority of the conditions have been successfully fulfilled.
___ E		
___ E-		
___ M+	<i>Maintains awareness of developments and plans in other jurisdictions that may relate to or affect City government.</i>	a. <i>Sufficient activity with municipal and professional organizations.</i>
___ M		
___ M-	<i>Establishes and maintains a liaison with other governmental jurisdictions in those areas of service that improve or enhance the City's programs.</i>	b. <i>Regarded as leader by municipal officials.</i>
___ B+		c. <i>Provides examples of good ideas from other jurisdictions.</i>
___ B		
___ B-	<i>Maintains communications with governmental jurisdictions with which the City is involved or interfaces.</i>	d. <i>Positive relationship with surrounding cities.</i>
		e. <i>Good cooperation with County and State agencies.</i>

Comments: Observations of Evaluators: (use this space also to indicate the impact upon the teamwork factor)

Suggestions for Improvement: (Specific area(s) that need strengthening)

Commendations: (Area(s) of performance calling for praise/commendation)

Comments of the CEO: (Responses to any of the evaluations/comments/suggestions/commendations.)

WA 73

RATING	RESPONSIBILITY	PERFORMANCE STANDARD
___ E+	VIII. Professional/Personal Development	Professional and personal competencies will be considered effective when a majority of the conditions have been successfully fulfilled.
___ E		
___ E-		
___ M+	<i>Maintains awareness and value of broadening professional and personal development.</i>	a. <i>Management techniques show evidences of innovation, imagination, and decisiveness.</i>
___ M		
___ M-	<i>Demonstrates imaginative leadership initiatives.</i>	b. <i>Synergetic techniques are fostered.</i>
___ B+		
___ B	<i>Ability to build cohesiveness in Staff.</i>	c. <i>Verbal communication is commendable.</i>
___ B-		
	<i>Decisiveness in leadership performance.</i>	
	<i>Effectiveness in verbal communications.</i>	

Comments: Observations of Evaluators: (use this space also to indicate the impact upon the teamwork factor)

Suggestions for Improvement: (Specific area(s) that need strengthening)

Commendations: (Area(s) of performance calling for praise/commendation)

Comments of the CEO: (Responses to any of the evaluations/comments/suggestions/commendations.)

tes 34

## **Mary M. Grover, Ethics Consultant**

---

Mary's most recent assignment was in South Africa with the National Democratic Institute for International Affairs (NDI). Stationed in Johannesburg for four months, Mary helped write a series of handbooks on developing ethics legislation, a project requested by the Ethics Committee of the Gauteng Provincial Legislature. She also helped to design and present ethics workshops for the Mpumalanga and Eastern Cape Provincial Legislatures. In Namibia, Mary provided advice and assistance for a first-ever national conference for Namibian leaders in government, business, parastatal and non-governmental organizations.

Mary's experience in the field of ethics in government comes from having served for almost six years as the Ethics Advisor for the International City/County Management Association (ICMA) in Washington, DC. In addition to administering ICMA's ethics program, Mary also advised ICMA members about employment agreements and performance evaluations. ICMA is the professional association of appointed administrators serving in cities and counties, towns and villages, townships and regional councils, and in other public jurisdictions. ICMA's 8,000 members live in the United States and in 18 foreign countries.

The ICMA ethics program consists of enforcing ICMA's Code of Ethics, and advising and educating ICMA members about the standards of conduct required by their Code. Ethics complaints are often result in formal cases that are referred to the Committee on Professional Conduct, and occasionally to the Executive Board for final disposition. Mary also responded to telephone inquiries from members seeking ethics advice. Her ethics education efforts included designing and presenting ethics programs for groups of elected and appointed local government officials all over the United States, helping them to identify ethical issues and practice ethical decision-making.

Before going to Washington, Mary lived in Jackson Michigan, where she practiced law, served as an elected official in the Jackson City government, administered the Jackson Community College financial aid program, taught in the adult education program, and raised four children (one of whom has produced two grandbabies).

808 Violet Place  
Silver Spring, Maryland 20910  
Phone 301-495-9029

October, 1997

35

### A Closing Prayer for Public Officials

Lord, you know better than I know myself that I am growing older, and will some day be old. Keep me from becoming too talkative, and particularly from the fatal habit of thinking that I must say something on every subject and on every occasion.

Release me from craving to straighten out everybody's business. Keep my mind from the recital of endless details -- give me wings to come to the point.

I ask for grace enough to listen to the tales of others' opinions. But occasionally seal my lips on my own opinions-- they are increasing, and my love of rehearsing them is becoming sweeter as the years go by. Help me to endure the recitations of others with patience.

I dare not ask for improved memory, but for a growing humility and a lessening cocksureness when my recollections seem to clash with the recollections of others. Teach me the glorious lesson that occasionally it is possible that I may be mistaken.

Keep me reasonably sweet. I do not want to be a saint -- some of them are so hard to live with -- but a sour old public official is one of the crowning works of the devil.

Give me the ability to see good things in unexpected places, and talents in unexpected people. And give me, O Lord, the grace to tell them so.

Make me thoughtful -- but not moody; helpful, but not bossy. With my vast store of wisdom it seems a pity not to use it all, but thou knowest, Lord, that I want at least a few friends at the end.

Amen.

(With apologies to the seventeenth century Mother Superior to whom the original is attributed.)

## Resources and References

### General

Block, Peter, Stewardship: Choosing Service over Self Interest. Berrett-Koehler Publishers, San Francisco, 1993.

Fisher, Roger, and Brown, Scott, Getting Together: Building a Relationship that Gets to Yes. Houghton Mifflin Co., Boston, MA, 1988.

### Council Orientation

Carter, John, Boards That Make a Difference: A New Design for Leadership in Nonprofit and Public Organizations. Jossey-Bass, Publishers, San Francisco, CA, 1990.

Dyer, William G., Team Building: Issues and Alternatives. Addison-Wesley Publishing Co., Reading MA, 1977. Part of the Addison-Wesley series, *Organizational Development*.

Elected Officials Handbooks, Fourth Ed. ICMA, Washington, DC, 1994. *Book 1: Setting Goals for Action; Book 2: Team-Building Techniques; Book 3: Setting Policies for Service Delivery; Book 4: Setting Policies for Internal Management; Book 5: Pursuing Personal Effectiveness*.

Francis, Dave, and Young, Don, Improving Work Groups: A Practical Manual for Team Building (Revised). Pfeiffer and Co., San Diego, CA, 1992.

Frederickson, H. George, ed., Ideal and Practice in Council-Manager Government, 2nd Edition. ICMA, Washington, D.C., 1995.

Katzenbach, Jon R., and Smith, Douglas K., The Wisdom of Teams: Creating the High-Performance Organization. McKinsey and Co., Inc., 1993.

Kolb, David A., Experiential Learning: Experience as the Source of Learning and Development. Prentice-Hall, Englewood Cliffs, NJ, 1984.

Pfeiffer, J. William; Goodstein, Leonard D.; Nolan, Timothy M., Shaping Strategic Planning. Scott, Foresman and Co., in association with University Associates, Inc., San Diego, CA, 1989.



Reddy, W. Brendan, and Jamison, Kaleel, editors, Team Building: Blueprints for Productivity and Satisfaction. NTL Institute for Applied Behavioral Science, Alexandria, VA, and University Associates, Inc., San Diego, CA, 1988.

Supplement to the Elected Officials Handbooks: A Guide for Orientation and Training. ICMA, Washington, DC, 1996.

Taylor, Jackie, "Learning Styles -- A Practical Tool for Improved Communications." *Supervision*, February 1995, v. 56, no. 2, page 6.

### Employment agreements

Compensation. An Annual Report on Local Government Executive Salaries and Fringe Benefits. ICMA, Washington, D.C., 1997.

Holifield, Ron, *Public Executive's Complete Guide to Employment Agreements*, published by ICMA and The Innovation Groups, Washington, DC, 1996.

Martindale-Hubbell Law Directory, with (1) practice profiles bar roster, (2) patent and trademark practice profiles section, (3) professional biographies section, (4) services, suppliers and consultants section, (5) alphabetical index, (6) areas of practice, and (7) an international law directory. Available at public libraries, it contains information on "virtually every active lawyer and law firm in the U.S. In total, it now covers more than 900,000 lawyers and law firms worldwide." See web site at [<http://www.martindale.com>] for access to comprehensive database of lawyers and law firms on the Internet. The *Martindale-Hubbell Lawyer Locator*, a part of the web site, provides access to up-to-date information about every lawyer and law firm in the database -- at no charge.

### Performance Review

Carlson, Margaret S., "How Are We Doing?": Evaluating the Performance of the Chief Administrator." *Popular Government*, Winter 1944, p 24.

Edwards, Mark R., and Ewen, Ann J., 360 Degree Feedback: The Powerful New Model for Employee Assessment and Performance Improvement. American Management Association, 1996.