



March 2017

Member In Transition

A Guide for
Members in Transition
Prepared by the Illinois
City/County Management
Association

ILCMA



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This guide is meant to serve as a resource for those Illinois managers/administrators and assistants who are “in transition.” One must be a member in good standing of the Illinois City/County Management Association (ILCMA) to receive the benefits of this program as well as a member in good standing of the International City/County Management Association (ICMA) to receive the benefits of the ICMA program that is referenced within this document. It is organized into the following sections: Immediate Steps, Exit Strategies, ICMA & ILCMA Benefits for Members in Transition, Job Search Guidance, and ILCMA Membership Responsibilities. Keep in mind; **your ILCMA & ICMA memberships follow you!** They do not stay with your municipality or county.

Remember, finding yourself in transition happens to the best. It is a difficult period for you and your family. Grant yourself the time and grace necessary to make the right decisions as you move forward to your next opportunity. Your fellow members are a solid source of support, friendship and ideas. Use them. We’re here for each other.

WHAT THE MEMBER SHOULD DO WHEN ASKED TO RESIGN:

1. Do not volunteer your resignation until you have worked out a satisfactory written separation/severance agreement approved by the council (*see the model separation agreement in this manual*);
2. Councils/boards usually want the manager to resign quietly (*to avoid public controversy*);
3. Managers/administrators at first often feel that they should accede to the resignation request but upon reflection decide that they should not resign unless they can do so "on terms that they can live with;"
4. Councils/boards usually are willing to provide severance benefits (*dollars, time, and employee fringes*) if the manager/administrator will voluntarily submit his/her resignation (with those benefits usually larger than those provided for in the manager's employment agreement);
5. Managers/administrators should consider hiring an attorney versed in employment law to negotiate a written separation agreement detailing the terms of separation. This is recommended so as to avoid any misunderstandings and to do a better job than the manager can do by himself/herself.

IMMEDIATE STEPS CHECKLIST

- Call ICMA Member Services at (202) 962-3680 or e-mail them at membership@icma.org to notify them of your change in status. ICMA can provide information about positions available throughout the country. You can also seek advice from their members in transition staff. ICMA information is also available at their website at www.icma.org.
- Call ILCMA Secretariat at 815-753-0923 or e-mail ILCMA@niu.edu to notify them of your change in status. Give them your updated home address, phone number, and e-mail so you can continue to receive correspondence.
- Call a Senior Advisor *immediately* for general support and severance information. They are:

Steve Carter
609 West Green Street
Champaign, IL 61820
Home: 217-359-1338 Cell: 217-402-3622
Email: stevencarter@sbcglobal.net

John Phillips
2910 – 22 ½ Avenue
Rock Island, IL 61201
309-428-5495
Email: phillipsjohn99@gmail.com

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1047 Oak View Drive
Wheaton, IL 60187
630-462-1876
Email: g_bielawski@hotmail.com

Robin Weaver
1809 Rizzi Lane
Bartlett, IL 60103
630-835-6417
Email: rweaver3333@gmail.com

Bob Kuntz
228 White Acre Court
Ballwin, MO 63011
636-527-9068
Email: bckuntz@charter.net

- Check the status of your health insurance coverage and apply for COBRA benefits if necessary.
- Contact one of the attorneys on the legal services list on pages 7 & 8 if you have questions about the severance portion of your contract.
- Apply for unemployment insurance by contacting your local state employment office. Rules vary from time to time. The state can interpret current rules for you.
- Call neighboring members.
- Contact any member of the ILCMA Board of Directors found in your Who's Who Directory or any ILCMA member with whom you are acquainted for general support and information.
- Look for interim jobs in communities that have special projects or local colleges and register for the ILCMA Professional Resource Service program.
- Network with regional commissions and public, non-profit and university entities and private sector consulting firms to identify temporary assignments for members in transition (MIT's).
- Update your resume and interviewing skills.
- Consider counseling for yourself and your family.
- Check the ILCMA newsletter, ILCMA website, ICMA newsletter, ICMA website (www.icma.org) Member Benefits section and Members in Transition section, ASPA newsletter, college placement office, outplacement firms, and executive search firms for possible employment.
- Check into the variety of reading material available regarding life changes and transforming disappointment. For more information, visit your local library, bookstore or www.powells.com.

EXIT STRATEGY

It is important for the member to have an exit strategy. The goal is to help control how one leaves the job. This strategy includes legal assistance and the need for a severance or separation agreement.

Legal Assistance

ILCMA will provide a member in transition up to \$300 financial support for legal assistance. The Membership Services Committee developed a list of Attorneys having specialized knowledge in the field of municipal government and labor relations in the State of Illinois. These are attorneys who can advise or represent managers and administrators in negotiations with city councils or county boards or in helping enforce termination agreements. Many attorneys with this specialized knowledge often represent cities and are reluctant to take cases in opposition to cities. However, the attorneys on this list have the specialized experience and are interested in taking such cases. Additionally, they have agreed to negotiate a modest fee, to be paid by the member in transition, or no charge for the first consultation of one to two hours.

In order to be reimbursed for legal financial support, please provide ILCMA with a receipt for legal assistance.

John M. Myers, PC

John M. Myers, Attorney – Will Provide a One Hour Free Initial Consultation

1005 N. 7th St.

Springfield IL 62702

Phone: 217-544-5000

E-mail: jmyers1951@gmail.com

Katz Nowinski, PC

John Doak - Will Provide a One Hour Free Initial Consultation

1000 36th Avenue

Moline, IL 61265

Phone: 309-797-3000

E-mail: jdoak@katzlawfirm.com

Clark Baird Smith LLP

Yvette A. Heintzelman, Partner - Will Provide a One Hour Free Initial Consultation

6133 N River Rd #1120

Des Plaines, IL 60018

Phone: 847-378-7706 (direct)

Email: yheintzelman@cbslawyers.com

Mickey, Wilson, Weiler, Renzi & Andersson, P.C.

Steven A. Andersson, Attorney– Will Provide a One Hour Free Initial Consultation

2111 Plum Street, Suite 201

Aurora, IL 60506

Phone: 630-801-9699

E-mail: saa@mickeywilson.com

Tressler, LLP. – **All will Provide a One Hour Free Initial Consultation:**

Michael F. Zimmermann, Attorney

John J. Zimmermann, Attorney

233 South Wacker Drive, 22nd Floor

Chicago, IL 60606

Phone: 312-627-4020

E-mails: mzimmermann@tresslerllp.com

jzimmermann@tresslerllp.com

Lueders Robertson and Konzen

Brian Konzen, Attorney– Will Provide a One Hour Free Initial Consultation

PO Box 735

Granite City, IL 62040-0735

Phone: 618-876-8500

Email: bkonzen@lrklaw.com

Ancel Glink

Keri-Lyn J. Krafthefer

Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C.

1979 N. Mill Street #207

Naperville, IL 60563

Phone: 312-604-9126

Email: kkrafthefer@ancelglink.com

Lowenbaum Law

R. Michael Lowenbaum

222 South Central Ave.

Suite 900

St. Louis, MO 63105

314-746-4800

rml@lowenbaumlaw.com

Mental Health Assistance

ILCMA will provide the member in transition up to \$500 support for mental health assistance. The ILCMA Membership Committee has put together a program for members in transition to obtain discounted access to mental health professionals. Under this program, members in transition may be able to see a mental health professional at no charge* for the first visit and then

future charges would be between the MIT and the mental health professional. The following mental health professionals have offered to be part of this program. The committee is working on getting mental health professionals from other areas of the state to also offer this service.

In order to be reimbursed for mental health assistance, please provide a receipt for treatment to ILCMA.

Dr. Daven Morrison

Morrison and Associates
650 N 1st Bank Dr
Palatine, IL 60067
847-991-2260

Joanne Parks* (will waive co-pay/deductible for first visit)

545 Lincoln Avenue, Suite 1
Wilmette, IL 60093
Phone 847-446-9840

SEVERANCE CHECKLIST

The following section was taken from the California City Management Foundation publication “Resource Guide for City Members in Transition.” We have not added all of their suggestions to our Severance Agreement; however, we suggest you may want to consider them when discussing this matter with your attorney.

These comments were offered by city managers based on their experiences in the separation process. Several managers noted that it is best for all severance provisions to be provided in advance in the employment agreement. However, since it is usually not possible to consider during negotiations everything that could be of concern later, the following suggestions may assist managers/administrators going through a separation process. Speaking with other managers who have gone through a similar experience and reviewing other separation agreements may also be helpful avenues during the process.

- Hire an attorney who is familiar with public sector chief executives and consult with him/her before making any formal or informal agreements with the city council. Don’t try to work out an agreement by yourself, even if you think you can represent your own interest. You may regret it later.
- Stipulate in the separation agreement who can speak to the press and what they will say. Add accountability into the separation agreement (for example, if the manager violates the “speak no evil about the council” provision, severance provisions would cease; if the council violates it, severance would double). (see Press Release Section)
- Get a letter of reference signed at the time the separation agreement is executed.

- Stipulate that the city manager's personnel file is sealed, and only he or she can authorize its release.
- Obtain continued medical benefits for a period of time after separation.
- Secure payment of all sick leave, administrative leave and vacation leave.
- Weigh the advantages/disadvantages of a payoff of contract terms vs. staying on the payroll.
- Vest in deferred compensation accounts for the entire year.
- If the council expects to receive advice or assistance from the city manager after the separation, make sure the length of the commitment and the compensation are clear.
- Negotiate for the use of city automobile, office space, clerical assistance and office equipment for a specified period of time.
- Obtain outplacement services paid by the city.
- Download your internet bookmarks; print out or copy your electronic address books; get a fax machine and business cards; decide which work-related periodicals you want to personally subscribe to; maintain contact with your area managers group and other professional associations.
- Write out a list of the organization's accomplishments during your tenure as city manager for future reference as you begin your job search.

SAMPLE SEVERANCE AGREEMENT**

The following is a sample severance agreement. Should you decide to use this agreement, be sure to review it with your personal legal counsel before executing the agreement.

SAMPLE

References in this agreement to gender are for example purposes only and are not intended to specify a particular gender.

Separation Agreement

This separation agreement is made and entered into this _____ day of _____, 200____, by and between the City/Village of _____ herein after referred to as (City/Village) and _____ herein after referred to as (Manager/Administrator.)

The (City/Village) has asked the (Manager/Administrator) to resign effective_____. In consideration of the (Manager/Administrator) resigning as the City/Village Manager/Administrator effective_____, the (City/Village) and the (Manager/Administrator) do hereby agree as follows:

1. The City/Village shall provide the Manager/Administrator a minimum severance payment equal to one-year salary of the current rate of pay of said Manager/Administrator. This severance shall be paid in a lump sum unless otherwise agreed to by the City/Village and the Manager/Administrator.
2. The Manager/Administrator shall also be compensated for all accrued sick leave, vacation time, all paid holidays and executive leave. The City/Village agrees to make a contribution to the Manager/Administrator's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation.
3. For a minimum period of one year following the Manager/Administrator's termination, the Manager/Administrator shall be considered as a regular full time City/Village employee and shall receive, at the City/Village's normal expense percentage, all of the usual and customary benefits received by other full time employees of the City/Village including but not limited to:
 - (a) Health insurance for the Manager/Administrator and his/her dependents.
 - (b) Life insurance in the amount received when he/she was Manager/Administrator.
 - (c) Short term and long term disability.
 - (d) Car allowance or payment of lease, or provide option to buy City/Village vehicle at depreciated value.

- (e) Outplacement services should the Manager/Administrator desire them in an amount not to exceed \$10,000.
 - (f) Secretarial and office services provided the Manager/Administrator at no cost; and,
 - (g) Any other available benefits.
4. The City/Village agrees that it shall give the Manager/Administrator a favorable reference upon request of any prospective future employer of the Manager/Administrator.
 5. The City/Village agrees that it shall perpetually defend the Manager/Administrator and hold him/her harmless and shall indemnify him/her against any pending or future litigation, claims, demand, or other legal action, whether groundless or otherwise, arising out of the Manager/Administrator's performance of duties, responsibilities or obligations or inactions during the course of his/her performance of duties. Should the Manager/Administrator be named as an individual and the City/Village's insurance carrier or risk management agency issues a reservation of rights or other document advising the City/Village it will neither defend nor indemnify such claim, the City/Village shall provide for the defense and pay for all said expense and indemnify such claim.
 6. If the Manager/Administrator is terminated because of a conviction of a felony, then the City/Village is not obligated to pay severance as defined in this Agreement.
 7. This agreement sets forth and establishes the entire understanding between the City/Village and the Manager/Administrator relating to the severance of the Manager/Administrator by the City/Village. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement.
 8. This agreement shall be binding on the City/Village and the Manager/Administrator as well as their heirs, assigns, personal representatives, and successors in interest.
 9. If the invalidity or partial invalidity of any portion of this agreement is held invalid, the remaining provisions shall be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
 10. The City/Village and the Manager/Administrator do both agree that they will exercise good faith in the performance of all provisions of this Separation Agreement.

For the City/Village of _____.
 By Mayor/Village President _____ . Dated _____

By Manager/Administrator _____ . Dated _____

Attested: _____ . Dated _____
 City/Village Clerk

**It is recommended that the Manager/Administrator use an attorney versed in employment law in his discussions with the City/Village and the preparation of the Separation Agreement.

PRESS RELATIONS

- Agree with the city council that neither side will speak negatively about the other; cite “philosophical” differences and wish each other well.
- Develop a mutually agreeable press release.
- Draft a letter of resignation in such a way that it says what the manager wants the press to know. Let the letter speak for itself, rather than commenting further to the press.
- Stay away from the press for a couple of days to let things die down. When you do talk, don’t talk about the council (it won’t help). Talk about the things you are proud of in your tenure. Make no public pronouncements defending yourself; take the high road.
- Remember that your greatest asset is your professional reputation. The way you exit creates a lasting image and reflects on how you value your work and your colleagues.

WHAT THE MANAGER/ADMINISTRATOR SHOULD DO AFTER RESIGNING: “THE MILLER RULES”

The “Miller Rules for Survival” were written by Mike Miller. He is a long time ICMA member, manager, and occasional manager in transition. Miller provides realistic advice on how to handle the transition period. Brad Townsend, ILCMA/ICMA member, and Steve Berley, ICMA Range Rider, contributed additional advice. They are also former managers in transition.

1. Expect an extended period of “in transition” time and hope for the best. Time moves slowly for active people faced with inactivity. Councils normally require three to nine months for the city manager selection process. Transitional periods of from nine months to two years are not uncommon. Generally speaking, the larger the target organizations, the longer it takes.
2. If you do not already have one, buy a computer and get an email address. The computer can produce professional appearing resumes which can be adjusted to differing conditions. The computer should also be equipped with a fax, internet service, and a CD burner. This will help in the search for a job and in staying in touch with friends and peers.
3. Send out lots of resumes. The more resumes, the more interviews. The more interviews, the more chances of being offered a job. You do not have to accept or be serious about a position in order to apply for it. You can always turn down an undesirable job if offered (or you may find a jewel by chance).
4. Accept interviews when offered (see #3). Your interviewing skills will improve with practice.
5. Do not feel guilty about being fired or “resigning.” Losing a job in our profession is like a divorce. It can happen to anyone. If it does, deal with it and go forward. City managers are trained to accept responsibility for entire organizations. As a consequence, when in transition we tend to blame ourselves (consciously or unconsciously) for our plight. In such cases, acceptance of responsibility (guilt) serves only to cause depression and hinder the job seeking process. Maintain a positive attitude. Remember that you have value as a professional manager/administrator. Take it one day at a time, and NEVER, NEVER give up!
6. Avoid over-explaining your departure from your former position in your resume and in interviews (see #5). When asked, simplify your response to such causes as “politics” or “incompatibility with the council” while remaining truthful. You should also develop an answer to the following question: “Why might you be interested in a job that pays less than your former job?” Your answer should relate to the quality of the opportunity being presented, how it fits where you are at in your career, and how your skills are a unique match.

7. Immediately have printed good quality business cards utilizing a title such as “Public Management Consultant.” The cards serve two purposes. You will be surprised how many times you will be asked “what do you do?” The cards serve to provide an alternative to “I am an unemployed city manager” or “I was a city manager.” Offering your services as a consultant will also provide a filler for your resume (councils do notice gaps) as well as relief from boredom. Be willing to reach out through direct contacts and email to offer your services. Taking on short-term consulting assignments can generate income and help keep your skills sharp too.
8. Recognize that spouses feel real anger at those who put you in transition and uncertainty about the future. They need and deserve your understanding and support. The same holds true for children and other family members.
9. Remember that it is ICMA’s policy to waive dues payments for members in six-month increments, for up to three years, for all members in transition. If you are a member, contact the ICMA. You are also eligible for free registration to the ICMA annual conference. It is also ILCMA’s policy to waive dues payments and conference registration fees for members in transition.
10. Apply for unemployment insurance benefits. You have paid into this program for years and are entitled to the payments when you are fired or forced to resign.
11. Develop or maintain active participation in ICMA or ILCMA committees. This will help you stay in the loop with colleagues and make sure they do not forget you.
12. Never despair. The time away from intense daily work can be a refreshing and spiritual experience. Try to have fun: read, go out, play golf, play tennis, jog....keep your spirits up! Do something enjoyable that you would not have time to do while fully employed.
13. While away from your professional work routine, get up at your normal time. Each day reserve time to make telephone calls, send out letters and resumes for job openings and research city openings. Prepare a job list to do at home (i.e. paint the bedroom, fix the kitchen sink, etc.) and prepare a list for what you will do during the day.
14. NETWORK, NETWORK, NETWORK!

ICMA & ILCMA SERVICES

ICMA Services

Remember, ICMA membership belongs to the individual, not the local government. Staff at ICMA changes from time to time; therefore, the following number is the general number for Member Services: 202-962-3680. E-mail: membership@icma.org. ICMA provides the following:

- Your membership dues may be waived for up to three years (in six month increments) while you are in transition and actively seeking local government employment.
- You will continue to receive the "ICMA Newsletter" and "Public Management" (PM) magazine.
- You will retain all membership privileges of your current membership category.
- ICMA holds bi-monthly conference calls for members in transition.
- You may receive complimentary registration to the next annual conference. Special instructions are on the conference registration form.
- ICMA provides one 90 minute webconference per month to members in transition.
- You have access to personal support from the ICMA leadership, senior management staff, Senior Advisors and members to deal with issues of severance, relocation and job hunting. ICMA Member Services can direct you to the right place depending on your question.
- You will receive a copy of "Notes from Beachcombers" and the January 1992 issue of "PM" magazine dealing with being in transition.
- At your request, you can be listed, in the "ICMA Newsletter" as being in transition to let your colleagues know where you are and to receive support from them.
- For complete up-to-date information on the ICMA Member in Transition Program visit http://icma.org/en/icma/members/members_in_transition.

ILCMA Services

ILCMA membership stays with the individual, not with the employing agency. ILCMA offers the following services for members in transition:

- You may register with the ILCMA Professional Resource Service (PRS). PRS is a program that connects members in transition and retired or semi-retired managers with communities that need extra help. Members contract with the community directly. ILCMA acts as the conduit. Examples of assignments are serving as an interim department head, interim city or county manager/administrator, write grant applications, update personnel codes, etc. Contact ILCMA Secretariat at 815-753-0923 to find out more or visit the ILCMA website at www.ilcma.org.
- Your membership dues will be waived while you are in transition and actively seeking local government employment.
- You will continue to receive the ILCMA Newsletter.
- You will retain all membership privileges of your current membership category.
- You may receive complimentary registration to the winter and summer conferences. Special instructions are on the conference registration form. Lodging expenses are not covered; however, employed members are encouraged to invite managers in transition to share a room to help defer expenses.
- You are encouraged to maintain contact ILCMA Senior Advisors (see prior section)
- At your request, you can be listed in the "ILCMA Newsletter" and in the "Members Only" section on the ILCMA website as being in transition to let your colleagues know where you are and to receive support from your colleagues. Contact the ILCMA Secretariat at ilcma@niu.edu or 815-753-0923.
- You may participate in member in transition meetings that are held periodically. These meetings will be held by ILCMA Senior Advisors.
- You will be contacted by a member in transition Regional Coordinator or Support Liaison. ILCMA, through the affiliate organizations has designated one or two people from each affiliate who will be responsible for developing manager in transition contacts (e.g. reading area newspapers via Internet or otherwise or reporting city and county managers/administrators that are in trouble or about to be in trouble to the ILCMA secretariat or Senior Advisors). These people will be encouraged to stay in contact via phone calls and letters during the member in transition period.
- It is important for members in transition to stay active in both the state association and affiliate associations. Since Downstate members are more geographically dispersed, Downstate members in transition are eligible to receive reasonable travel assistance to attend state and affiliate association meetings. Please contact the ILCMA Secretariat at 815-753-0923 or ilcam@niu.edu for additional information.

- ILCMA Board has been given the additional responsibility of reaching out to members in transition. The ILCMA board member will be responsible for providing support to the member in transition. The Board member should maintain regular (weekly or bi-weekly) contact with the MIT, should encourage others to contact the MIT, should keep the ILCMA Secretariat aware of the MIT's status, should coordinate closely with the Senior Advisors and should provide the MIT with the support services available through the ILCMA and the ICMA.
- The Membership Services Committee is responsible for policy recommendations and implementing MIT initiatives.

Many of ILCMA's affiliate organizations have policies in place to waive luncheon and meeting fees for managers in transition. Please check with your affiliate organization(s) for details.

JOB SEARCH AND GUIDANCE

Municipal Search Firms

There are professional organizations dedicated to the placement of executives in the private and public sector. There is a fee that may or may not be paid by a prospective employer. Look in the yellow pages under "executive search consultants" for a list of firms in your area. Also check the classified section of the ICMA's Public Management magazine for firms that specialize in public sector searches.

The following firms perform executive recruiting. As the list of firms is ever evolving, consult PM Magazine, ILCMA, or ICMA for additional information. The list is not inclusive. For additional job posting websites please visit <http://www.ilcma.org/DocumentCenter/View/2135>.

GovHR USA
Heidi Voorhees, Co-Owner
650 Dundee Road, Suite 270
Northbrook, IL 60062
Phone: 847-380-3240
Direct: 837-380-3243
Fax: 866-401-3100
Toll Free: 866-64GovHR
E-mail: HVoorhees@govhrusa.com
Website: www.govhrusa.com

Jim Brimeyer
Brimeyer Group, Inc.
Fifty South Ninth Avenue, Suite 101
Hopkins, MN 55343
Phone: 952-945-0246

Fax: 952-945-0102
E-mail: BrimGroup@aol.com
Website: www.brimgroup.com

Bob Slavin
Slavin Management Consultants
3040 Holcomb Bridge Road, Suite B1
Norcross, GA 30071-1357
Phone: 770-449-4656
Fax: 770-416-0848
E-mail: rslavin101@aol.com

Public Administration Associates, LLC
P. O. Box 282
Oshkosh, WI 54903
Phone: 920-235-0279
E-mail: info@public-administration.com
Website: www.public-administration.com

The Mercer Group
5579 B Chamblee Dunwoody, Suite 511
Atlanta, GA 30338
Phone: 770-551-0403
Fax: 770-399-9749
E-mail: mercerc@mindspring.com
Website: www.mercergroupinc.com

Waters-Oldani Executive Recruitment*
10900 NE 4th Street, Suite 2030
Bellevue, Washington 98004
Phone: 425-451-3938
Toll Free: 800-899-1669
Fax: 425-453-6786
Website: www.watersconsulting.com/contact.asp

*See the website for additional offices in Austin, TX, Dallas TX, and Cleveland, OH.

ICMA Website

ICMA JobCenter

Online job listings are available in the ICMA JobCenter at <http://jobs.icma.org>. The ICMA JobCenter offers a database of current job openings for local government professionals. Positions listed are with local governments, related local government and nonprofit organizations, and universities. The JobCenter also offers an online resume service and job agents for ICMA Members. Log in on the right side of the page to take advantage of these services.

ICMA Newsletter

The *ICMA Newsletter* is published every two weeks, and is posted at www.icma.org by the Thursday prior to the publication date. The ICMA newsletter has job openings posted in it.

ICMA Job Opportunities Bulletin

The *Job Opportunities Bulletin (J.O.B.)* is published every two weeks, on alternating weeks from the *ICMA Newsletter*. *J.O.B.* is posted at www.icma.org by the Thursday prior to the publication date.

ILCMA Website

The ILCMA website contains a listing of job openings and is updated continuously. Visit www.ilcma.org to see a current listing of jobs that are available.

MODEL EMPLOYMENT AGREEMENT

The following document serves as a model employment agreement template for administrators of municipal governments. Complete in its content, the agreement covers a wide array of topics including business expenditures, performance evaluation, relocation expenses, indemnification, and many more. It provides additional language on various topics, allowing local governments to choose the option which best fits their organization. This agreement can also be found online at www.icma.org and in the members' only section of the ILCMA website at www.ilcma.org.

ICMA Model Employment Agreement

Introduction

This Agreement, made and entered into this [date], by and between the [local government] of [state], [town/city/county] a municipal corporation, (hereinafter called "Employer") and [name], (hereinafter called "Employee") an individual who has the education, training and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term Recommended

A. This agreement shall remain in full force in effect from [date] until terminated by the Employer or Employee as provided in Section 9, 10 or 11 of this agreement.

Option 2

The term of this agreement shall be for an initial period of [#] years from

[date] to [date]. This Agreement shall automatically be renewed on its anniversary date for a [#] year term unless notice that the Agreement shall terminate is given at least [#] months (12 months recommended) before the expiration date. In the event the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns. In the event that the Employee is terminated, as defined in Section 9 of this agreement, the Employee shall be entitled to all compensation including salary, accrued vacation and sick leave, car allowance paid in lump sum plus continuation of all benefits for the remainder of the term of this agreement.

Section 2: Duties and Authority

Employer agrees to employ [name] as [title] to perform the functions and duties specified in [legal reference] of the [local government] charter and by [legal reference] of the [local government] code and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

Recommended:

- A. Base Salary: Employer agrees to pay Employee an annual base salary of [\$ amount], payable in installments at the same time that the other management employees of the Employer are paid.
- B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies.
- C. Consideration shall be given on an annual basis to increase compensation.

Option 1

The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement. Increased compensation can be in the form of a salary increase and/or a bonus.

Option 2

The Employer agrees to increase the compensation by [%] each year.

Option 3

The Employer agrees to increase the compensation each year by the minimum of the average across the board increase granted to other employees of the Employer.

Option 4

The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement in addition to providing a fixed annual increase in the Employee's salary based on an agreed upon economic indicator, such as the Consumer Price Index.

Section 4: Health, Disability and Life Insurance Benefits

Recommended

- A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his/her dependents

equal to that which is provided to all other employees of the [local government] or, in the event no such plan exists, to provide coverage for the Employee and dependents.

B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.

C. The Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.

D. The Employer shall pay the amount of premium due for term life insurance in the amount of three (3) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. The Employer shall name the beneficiary of the life insurance policy.

Option 1

A. The Employer agrees to provide for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his/her dependents equal to that which is provided to all other employees of the [local government] or, in the event no such plan exists, to provide coverage for the Employee and dependents. Employer shall pay all premiums for the Employee and the Employee's dependents.

B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.

C. The Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.

D. The Employer shall pay the amount of premium due for term life insurance in the amount of three (3) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. The Employer shall name the beneficiary of the life insurance policy.

Option 2

1. The Employer shall provide travel insurance for the Employee while the Employee is traveling on the Employer's business, with the Employee to name beneficiary thereof. Should the Employee die while on travel for the Employer, the Employer shall cover the full cost of retrieving and transporting the Employee's remains back to the custody of the Employee's family.

Section 5: Vacation, Sick, and Military Leave

Recommended

A. Upon commencing employment, the Employee shall be credited with sick and vacation leave equal to the highest annual accrual provided to all other employees. The Employee shall then accrue sick and vacation leave on an annual basis at the highest rate provided to any other employees.

B. Upon commencing employment, the Employee shall have access to a bank of 180 sick days to be used in the case of serious medical conditions. This leave can only be used to provide coverage during the waiting period between the onset of illness or disability and the point at which short or long term disability coverage takes effect and may be renewed after each occurrence.

C. The Employee is entitled to accrue all unused leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be

compensated for all accrued vacation time, all paid holidays, executive leave, and other benefits to date.

D. The Employee shall be entitled to military reserve leave time pursuant to state law and [local government] policy.

Additional Option

1. The Employee shall annually be credited with five (5) days of executive leave.

Section 6: Automobile

The Employee's duties require exclusive and unrestricted use of an automobile to be mutually agreed upon and provided to the Employee at the Employer's cost, subject to approval by Employer which shall not be withheld without good cause. It shall be mutually agreed upon whether the vehicle is purchased by the city, provided under lease to the city or to the Employee, or provided through a monthly allowance.

Option 1 - Monthly Vehicle Allowance

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of [dollar amount] per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The monthly allowance shall be increased annually by [% or \$] amount. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the greater [local government] area. For purposes of this Section, use of the car within the greater [local government] area is defined as travel to locations within a _____ mile (recommended fifty (50) mile) radius of [local government office].

Option 2 – Employer Provided Vehicle

The Employer shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase (or lease), operation, maintenance, repair, and regular replacement of a full-size automobile.

Section 7: Retirement

Recommended

1. The Employer agrees to enroll the Employee into the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf, for both the Employer and Employee share required.

2. In addition to the Employer's payment to the state or local retirement system (as applicable) referenced above, Employer agrees to execute all necessary agreements provided by ICMA Retirement Corporation [ICMA-RC] or other Section 457 deferred compensation plan for Employee's [continued] participation in said supplementary retirement plan and, in addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to

[percentage of Employee's base salary, fixed dollar amount of [\$] , or maximum dollar amount permissible under Federal and state law into the designated plan on the Employee's behalf, in equal proportionate amount each pay period. The parties shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

In lieu of making a contribution to a Section 457 deferred compensation plan, the dollar value of this contribution may be used, at the Employee's option, to purchase previous service from another qualified plan.

Option 1

Recognizing that effective service with the community is based in part on the stability provided through a long-term relationship, the Employer shall provide a retirement annuity, as directed by the Employee, at a rate of [dollar amount], payable at the completion of each quarter of the fiscal year. This annuity serves as a retirement contribution and does not require further action of the Employer.

Option 2

The Employer shall adopt a qualified 401(a) defined contribution plan offered through ICMA Retirement Corporation for the Employee in the form of a money purchase plan to which the Employer shall contribute [%] of salary or [%] of compensation annually.

2A. Option: The Employee shall be required to contribute [%] of base salary or [dollar amount] annually on a pre-tax basis as a condition of participation.

Option 3

The Employer shall adopt a qualified 401(a) profit-sharing plan offered through ICMA Retirement Corporation for the Employee in the form of a money purchase plan to which the Employer shall contribute [%] of all performance bonuses annually.

3A. Option: The Employee shall be required to contribute [%] of base salary or [dollar amount] annually on a pre-tax basis as a condition of participation.

Section 8: General Business Expenses

Recommended

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

2. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to 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 in which Employee serves as a member.

3. 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 the Employee's professional development and for the good of the Employer.

4. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

5. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

Option 1

Technology: The Employer shall provide Employee with a computer, software, fax/modem, cell phone and pager required for the Employee to perform the job and to maintain communication.

Section 9: Termination

Recommended

For the purpose of this agreement, termination shall occur when:

1. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.

2. If the Employer, citizens or legislature acts to amend any provisions of the [charter, code, enabling legislation] pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.

4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employer may declare a termination as of the date of the suggestion.

5. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

Option 1

In the event the Employee is terminated by the Employer during the six (6) months immediately following the seating and swearing-in of one or more new governing body members, and during

such time that Employee is willing and able to perform his duties under this Agreement, then, Employer agrees to pay Severance in accordance with Section 10 plus salary and benefits in accordance with Section 10 for any portion of the six months not worked.

Section 10: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9.

If the Employee is terminated, the Employer shall provide a minimum severance payment equal to one year salary at the current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee.

The Employee shall also be compensated for all accrued sick leave, vacation time, all paid holidays, and executive leave. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation.

For a minimum period of one year following termination, the Employer shall pay the cost to continue the following benefits:

1. Health insurance for the employee and all dependents as provided in Section 4A
2. Life insurance as provided in Section 4D
3. Short-term and long-term disability as provided in Section 4B
4. Car allowance or payment of lease, or provide option to buy city vehicle at depreciated value
5. Out placement services should the employee desire them in an amount not to exceed [\$10,000 to \$15,000 recommended], and
6. Any other available benefits.

If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay severance under this section.

Section 11: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 30 days notice unless the parties agree otherwise.

Section 12: Performance Evaluation

Employer shall annually review the performance of the Employee in [month] subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 15: Moving and Relocation Expenses

Recommended

Employee agrees to establish residence within the corporate boundaries of the local government, if required, within [number] months of employment, and thereafter to maintain residence within the corporate boundaries of the local government.

A. Employer shall pay directly for the expenses of moving Employee and his/her family and personal property from [location name] to [location name]. Said moving expenses include packing, moving, storage costs, unpacking, and insurance charges.

B. Employer shall reimburse Employee for actual lodging and meal expenses for his/her family in route from [location name] to [location name]. Mileage costs for moving two personal automobiles shall be reimbursed at the current IRS allowable rate of [cents amount] per mile.

C. Employer shall pay Employee an interim housing supplement of [dollar amount] per month for a period commencing [date], and shall continue for a maximum of [#] months, or until a home is purchased and closed on, within the corporate limits of the [local government name], whichever event occurs first.

D. Employer shall reimburse Employee for a total of [number] round trip air fares for Employee and his/her family [amount of total tickets] at any time during the first year of service to assist with house hunting and other facets of the transition and relocation process. The Employee and his/her family may utilize and distribute the total [enter number] individual round trip tickets in any combination of individual members making the trips. The Employee shall be reimbursed for actual lodging and meal expenses incurred by Employee or his/her family members on any trips conducted prior to relocation, as detailed herein.

E. The Employee shall be reimbursed, or Employer may pay directly, for the expenses of packing and moving from temporary housing to permanent housing during the first year of this agreement.

F. The Employer shall pay the Employee's tax liability on all Employer provided benefits for relocation and housing.

Option 1

The Employer shall pay a lump sum payment of [\$] to the Employee to cover relocation costs.

Section 16: Home Sale and Purchase Expenses

Recommended:

A. Employee shall be reimbursed for the direct costs associated with the sale of Employee's 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 be reimbursed for the costs incidental to buying or building a primary residence within the [local government], including real estate fees, title insurance, and other costs directly associated with the purchase or construction of the house, said reimbursement not to exceed the sum of [\$].

Option 1

Employer shall reimburse Employee for up to three discount points within thirty (30) days following purchase of a home within the corporate limits of [local government name], in an effort to minimize mortgage rate differentials.

Option 2

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 \$_____. The loan shall be repaid in full to the Employer upon the occurrence of either of the following events: (i) the home, or the Employee's interest in the home, is sold, transferred, or conveyed, or (ii) the Employee's employment with the Employer, for any reason, is terminated. The Employer and Employee shall execute any and all documents necessary to document this transaction. In the case where the value of the home decreases, the Employee shall not be required to repay the loan.

Option 3

Employer agrees to provide the Employee a loan for the purchase of a home in an amount not to exceed [dollar amount]. Employee shall pay Employer a monthly mortgage payment of [dollar amount] for interest, which is equal to the amount currently being paid in principle and interest for the current residence. Employee shall accrue equity at a rate of [%] per month.

Upon termination of employment with the Employer, Employee shall have a maximum of six months to sell the home while continuing to reside in it under the terms and conditions here. Should the home sell during the time period, Employer shall receive 100% of the proceeds minus the percentage of equity accrued by Employee as described above, and minus the amount of equity originally invested by Employee. Said accrued equity and original equity shall both be payable to Employee upon closing. Said original equity invested shall be calculated as an amount equal to the percentage of original purchase price, represented by the original equity investment by Employee, and adjusted to be the same percentage of equity in the current sale price of the home. All closing costs borne by the seller shall be split between Employer and Employee in a proportion equal to the equity share described above. Should the house fail to sell within the allotted six month time period, Employer has the option of following the previous arrangement to continue in place or to purchase equity, calculated as provided above, plus the original cost of all improvements made to the property.

Section 17: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall 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 [job title] or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. **Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.**

Section 18: Bonding

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

Section 19: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the 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.

A. Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other [appointed officials, appointed employees, department heads or general employees] of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

Section 20: Notices

Notice pursuant to this Agreement shall be given by depositing 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 for tax purposes of Employee]

Alternatively, notice 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 the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on _____, ____.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not effect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

ILCMA MEMBERSHIP RESPONSIBILITIES

ILCMA members are encouraged to contact fellow members that are in transition. ILCMA members can help members in transition in the following ways:

- Hire members in transition for interim work and special projects
- Provide office space and equipment for members in transition
- When going to ICMA or ILCMA conferences, invite a member in transition to share your
 - room at no cost.
- Monitor the environment. As one hears about a member that may be in trouble, members
 - are encouraged to contact either the ILCMA Executive Director or one of the Range
 - Riders.

ILCMA members are asked to help identify ILCMA members as soon as it appears that they are leaving a management position and do not have a new position identified. In addition to monitoring local papers, members should also frequently advise their regional counterparts to notify them of members who may be in transition. Once a member in transition (MIT) is identified, the member should advise the ILCMA Secretariat so that ILCMA support can be offered. ILCMA members are encouraged to personally contact the MIT to provide support. A Board liaison will be assigned to maintain regular (weekly or bi-weekly) contact with the MIT, encourage others to contact the MIT, and will keep the ILCMA Secretariat aware of the MIT's status. The Board liaison will coordinate closely with the Senior Advisors and between the two entities should provide the MIT with the support services available through the ILCMA and the ICMA.

BETTER RECRUITING

By The Illinois City/County Management Association, Membership Services Committee

The Members in Transition (MIT) subcommittee of the Illinois City/County Management Association (ILCMA) exists to provide tools to assist those in the profession hoping to be re-employed. Its efforts complement and continue those of previous MIT Subcommittee members, the ILCMA Secretariat, ILCMA Board, ICMA/ILCMA Senior Advisors, and many others. The question explored by current MIT members was, **“How can improvements be made to the municipal recruiting process for the applicant, search team (in-house or recruiter), and hiring body?”**

The impetus behind this project began with the difficulty MITs often report in knowing what was most important to the hiring body and receiving feedback when not selected for an interview or a job offer. Narrowing future searches and improving performance are difficult for the MIT without this information. This led to a review of the recruiting process in general to provide context. Discussions with recruiters and personnel directors revealed additional issues. The resulting observations and suggestions will hopefully lead to an improved and better understood process.

Initially, position profiles should **identify what's most important to the hiring body** - not *every* positive attribute considered. Applicants are then better able to determine if they are a good fit for the job and focus their preparation. This is the job of the search team and consists of two phases. First, generating a comprehensive list of position duties, major issues, professional skills required, and personal characteristics desired through one-on-one and then group discussions with the elected officials, key staff, and community leaders. Second, resolving differences and uncertainties and boiling these down to the primary and secondary duties, issues, skills, and personality traits sought -- which are then approved by the hiring body and included in the application material. Both take quite a bit of research time and facilitation skill to perfect.

An often overlooked, but important next step is the initial winnowing or **“recruiter’s cut”**. How is the ample list of applicants narrowed down by the search team to the few to be presented to the hiring body? The basic review looks at some combination of the following: cover letter, resume, references, requested supplemental material, internet search, criminal background check, psychological screening, phone interview, DVD of applicant answering preliminary interview questions, etc. The search team’s personal knowledge of the applicant can also influence decision-making. Perhaps, they and the applicant have been involved in the profession and have talked at conferences, worked together on a committee, or know each other from past searches. All this is tied together by the experience and intuition of the search team.

Formal **evaluation checklists** to rank all the candidates are very useful tools. Search teams generally use them simply to manage all the applications. It would be extraordinarily helpful if decision-making bodies used them, too. Providing elected officials with a checklist of potential

criteria based on earlier discussions would help speed and formalize the process. Including borderline or semi-legitimate draft criteria is an effective way to start the discussion about what to include. Additionally, summary information from these checklists should be shared with any requesting applicants by the search team at the end of the process.

Keep in mind, even with checklists, participants are very human and some of the following will likely influence the selection process:

- a) Governing bodies may not agree among themselves, creating an oversized laundry list of everything each of them is looking for in a candidate. Without a strong consensus, each member of the governing body will have a different vision of the “perfect” candidate.
- b) Elected officials often place too much emphasis on experience in communities similar in size and demographics to their community rather than on skill sets.
- c) Elected officials are volunteers. Few have the experience or training needed for effective recruiting and it can be difficult for some personalities to stay focused on the process.
- d) It is part art and science. With multiple qualified candidates, it often comes down to subjective but often legitimate “Fit & Feel” -- gut assessments.
- e) Many interviewers, often mask their true intentions or feelings, are simply uncomfortable having to explain their reasoning, or get nervous if they feel their comments might make it back to applicants.
- f) Municipalities and recruiters have to be wary of the time and cost of being sued. Municipal attorneys often counsel their employer not to provide written feedback about their decisions for fear of litigation -- evaluation documents could become discoverable. Signed waivers by applicants could reduce, but would not eliminate, lawsuits. Be aware that employers are not career coaches and legally owe applicants nothing other than fair consideration. Recruiting firms are the employee of the hiring entity.
- g) Some candidates will misuse the opportunity for feedback by trying to debate the decision or by getting irritated rather than look for what they can learn from the constructive criticism.

This process will not be easy to improve. What then are some **key tips for successful applicants?** Remember the Boy Scout Motto -- Be Prepared.

Ask a recruiter or range rider to review your resume and cover letter or provide a mock interview.

Follow the application instructions provided, key in on the desired skills specified in the job ad in your cover letter, and double check grammar, spelling, etc. They are often “part of the test” of the applicant’s skill level and eye for detail.

It is prudent to be aware of and address any potential shortcomings. To shorten their list of qualified candidates, search teams and governing bodies will tend to look for information to disqualify a candidate from further consideration. Check whatever information is available electronically about you. Explain anything negative in the cover letter and discuss it with the search team. In addition, a record of short tenures, especially if due to terminations, can be hard to overcome. Some personal “soul searching” about the profession or a separate explanation, either in the cover letter or as a separate document in the resume materials, is advised.

Be comfortable and relaxed. You may have been without full-time work for some time and do not want to come across as intense or desperate. Speak slowly, clearly, and concisely.

Show genuine interest and excitement about the position and community. Be able to say why you want the job.

Know the community. Do your research. Review the community's website, meeting minutes, news articles and if possible visit the community prior to your interview. Talk with neighboring managers or consultants you know who are familiar with the organization. Ask a couple of questions at the end to demonstrate your knowledge.

Focus on the key criteria listed in the recruitment brochure and how your skills address specific issues facing the community.

Remember all of the finalists will usually be qualified. You need to stand out from the others.

"Senior" candidates should: dress in current business fashion, wear up-to-date glasses, avoid old hair styles, get up-to-speed on technology, and point out their advantages in perspective and range of experience.

Be aware that you are interviewing them as much as they are interviewing you. The recruiting process could be indicative of the way an organization addresses issues. You may or may not be comfortable with their style or see it as opportunity to introduce a more effective approach. Have questions ready for the recruiter and employer that will lead to a dialog which can help reveal whether a "best fit" is truly present.

There are organizations and decision-makers who value improvement more than they fear mistakes and are already conducting methodical, high quality recruiting.

Get to know the recruiters and your potential future employers. If they know you and feel comfortable with you, they will be more likely to share feedback with you.

Be yourself. Nobody is perfect and a lot depends upon the current circumstances in that municipality.

The process can be very subjective, feedback is hard to generate, and **"Best Fit" is not 100% definable.**

If you don't get a job offer, just accept that this wasn't the right fit for you and that **your time will come!**

Be aware that some people simply do not have the personality and demeanor to be a long-term success in this profession. They should recognize it and move on to a profession that is a better fit for them.

Finally, don't forget to view the wealth of MIT tips and resources provided by the ICMA and various state associations.

Regardless of the limitations, **recruiting, like any other process, can be improved.** Making it more methodical and providing constructive feedback to all applicants will lead to a better decision-making process. More informed decisions will generate longer, more successful tenures.

We hope this information helps lead to Better Recruiting! Greater awareness can generate a more satisfying experience and more effective result for applicants, recruiting teams, and elected officials.

A special thank you to the 2012-2013 ILCMA MIT Subcommittee for their work on this article:

Art Osten, Jr. (MIT) -- author

Dave Niemeyer, Village Manager, Oak Brook, IL -- editor
Marian Gibson, (MIT) – editor

Many thanks to the recruiting firms of GovHRUSA, Springsted, Mercer Group, and Public Administration Associates and the HR Directors of Algonquin, Des Plaines, Wheeling, and Woodstock, IL for their participation and insights.

APPLICANT’S INTERVIEW QUESTIONS

It is important to generate a two-way dialog during the interview process to increase the odds of attaining a "best fit" for both parties. Here are some great questions we've heard applicants ask either the recruiting team or the interview panel.

Candidates always should ask a question that reflects their research into the community.

Governing bodies like it very much when candidates do their homework. For example, "I noticed in your budget that your TIF is scheduled to expire in a few years. Have you had any recent discussions about how you want to close it out and use the remaining funds?" Make sure you're prepared with helpful options...

“What were some of the characteristics you liked and didn’t like about your previous managers?”

"If I were appointed to be your next Manager, what should I know about your organization that maybe has not been discussed so far?"

"If I were fortunate enough to be your next Administrator, would it be possible to have a goals setting session with all of you so I can understand the priorities you would like me to focus on?"

A good question to ask of the Mayor or Chair, “What is the number one need or goal in the community that you think the new Manager should address?”

If you are being interviewed by staff, addressing those present in the interview by name and asking each of them a question about their area based on your research of the organization leaves a very good impression.

One of the best questions in a second interview is also a tricky one. “What most impressed you about my credentials and are there any items you are uncertain about”? or “How do I stack up against or compare to the other applicants you are considering for this role?” or “What is going to separate the winning candidate from the other qualified candidates?” You can then address any perceived shortcomings or highlight an attribute you feel outweighs an actual shortcoming. Remember, there are not always weakness, just other combinations of skills that would be a better fit.

Another tricky but very useful one to understanding how the elected body operates is “What do you see the key differences to be between the roles of: a) the Mayor vs Trustees and b) Elected Officials vs Administrator and Staff?”

6 months from now, what would an excellent performance review for this position look like and how would it be conducted?

If the Board does not give you an opportunity to ask questions, ask them if it would be OK for you to ask a "quick one." And then also include a closing statement indicating your desire to serve as their next Village Manager -- but be succinct and respectful of their schedule.

Do not ask questions that require an answer from every board or council member or take a lot of time to answer.

Finally, individualized thank you letters or e-mails following the interview also tend to set a candidate apart from others, especially if the competition is tight.

Explore the ICMA and recruiters' websites for many more tips on landing your "best fit" job!

QUESTIONS APPLICANTS MIGHT ASK IF NOT SELECTED

If they haven't already offered, a personal phone call to the recruiter or in-house search team leader is a quick, informal, non-threatening method of soliciting constructive feedback. Phone conversations make it possible to better understand and respond to inquiries for constructive feedback and avoid the potential of written comments being used against the municipality. When calling, indicate your appreciation for the opportunity to participate in the selection process. State that while not selected, you would greatly appreciate any insights that might make you a more attractive candidate for other municipalities in the future. Finally, ask if this is a good time or they prefer another day and time to gather their thoughts. Here are some questions to help elicit useful comments:

1. Did my application materials adequately address the desired skills and experience for the position? Are there any possible improvements to my cover letter, resume, references, and letters of recommendation would you suggest?
2. Did the interview team believe I had researched the community sufficiently to provide the impression that I was familiar with the community and current events there? What, if anything, was lacking?
3. During the interview, did I provide concise, knowledgeable responses to the questions? Did I have any experience, skill sets, or personal characteristics that might benefit from further development?
4. Was there anything I could have improved to better engage the selection team or to make myself a better fit for future organizations and governing bodies?
5. What were the key attributes of those interviewed (or the individual selected) which led to their being chosen over the other candidates?

Be respectful of their time and the fact that they might not have, or be able to articulate, a large amount of definitive information to share with you. It is appropriate to ask clarifying questions but never debate responses. You are only seeking information to help you understand the decision made and make you a better candidate for other local governments. It is too late to change their mind.

End positively with a statement such as: "Thank you for your assistance. It was a pleasure meeting all of you and I wish you and the selected candidate much success in the coming years."

LIMITATIONS

The above policy is designed to assist members in transition within one's own comfort zone. Every effort must be made to respect the member in transition's dignity, desire for privacy and comfort with each level of support available.