

2015

DNJ CONFERENCE: Workshop on
BID Manager Contracts and
Performance Agreements



Seth A. Grossman

CPS

6/11/2015

EXECUTIVE DIRECTOR'S CONTRACTS & PERFORMANCE AGREEMENTS WORKSHOP

WHAT THE WORKSHOP IS ABOUT

1. BID MANAGERS & THEIR BOARDS: Setting up the Management Relationship

A. The Job Description and the Manager's Contract is **not** a Performance Agreement or Performance Monitoring Device. It just let's everyone know what the subject is; what relationship they are engaged in.. That is, what the role of the Exec. Director and the Board is.

A job description and contract make it clear what the Exec. Director does, the effect of the budget, and the relationship with the Board. It can be attached to a contract with the Exec. Director. It should allow for communication and appropriate deliberation. And, most importantly, it makes clear the Exec. Dir.'s job is to administrate not necessarily be a PR person, a business recruiter, or a developer. Obviously, different Exec. Dir.'s will take on more or less direct service as per their specialty. But, even there, you can't do everything and must allow your hired and contracted professionals to do their work.

This "description" is **not** an annual performance agreement. That agreement can only be determined **after** the budget is approved and must be based on the actual budget. **NOTE:** Performance is based on the promises of the organization. Often known as the Vision or Mission Statement. The Budget is the annual promises of the organization. The Exec. Director Board, and staff cannot perform without that promise. Or better said, performance without a promise is not only confusing but heard as noise.

2. BEFORE WE GO ON TO ACTUAL CONTRACTS AND PERFORMANCE AGREEMENTS: LET'S LOOK AT WHY THIS ISN'T (USUALLY) HAPPENING. (How many have Job Descriptions; Contracts; Performance Agreements?)

A. LET'S TAKE A LOOK AT THE FUNDAMENTAL JOB OF THE BID MANAGER: The Manager of A Public-Private Partnership. Partnership management is the essential skill.

B.1. THE STRUCTURE OF SUCCESSFUL PARTNERSHIPS

**EXECUTIVE DIRECTOR'S CONTRACTS & PERFORMANCE AGREEMENTS
WORKSHOP**



EXECUTIVE DIRECTOR'S CONTRACTS & PERFORMANCE AGREEMENTS
WORKSHOP

B.2. THE STRUCTURE OF LIMITED AND COMPROMISED PARTNERSHIPS



SOME MORE DISTINCTIONS OF PROMISES, :PERFORMANCE & PARTNERSHIPS

Trust refers to the integrity of a partnership built upon how well it manages its agreements to deliver on its promises.

BUT, what does trust actually look like? How would we know it when we see it. Because, trust is not a feeling (feelings may be associated with trust, but trust is not that feeling.) **Trust is a skill.**

EXECUTIVE DIRECTOR'S CONTRACTS & PERFORMANCE AGREEMENTS WORKSHOP

Trust is about empowerment. We know trust is present when we feel empowered and feel we are empowering others. That's what it looks like.

Complaints come from your past, unresolved broken promises/agreements; a result of a poorly articulated or unspoken promise, and it results in either meaningless or confused performance, or happenstance - magic.

A Partnership is the fundamental universal; structure for managing agreements and commitments. Partnerships require agreement, management, commitment, and accountability.

Lastly, Agreements - Consider, that all things that occur on all levels are by virtue of agreement.

Let's take a look at this:

EXERCISE ONE: Complaint Vs Commitment

DISTINCTIONS OF UPSETS & COMPLAINTS

- **Upsets:** Are **thwarted expectations**, and expectations are past-based—assumptions.
 - **Discussion:** What we know, what we don't know, and what we don't know that we don't know.
- **Complaints:** Are **thwarted commitments**. There was a time when we trusted the unknown, in fact we couldn't wait to get up in the morning and get at it. What happened? **Answer:** We didn't turn our commitments into promises. We didn't find a way to speak our promises effectively.

2. THE PROMISE- PERFORMANCE AXIOM OF MANAGEMENT: WHAT BY WHEN

DISTINCTIONS OF PROMISE & PERFORMANCE

- **Promise** – *A commitment to a successful prospect or future.*
- **Performance** – *to accomplish or bring to completion; to fulfill on a promise.*

EXECUTIVE DIRECTOR'S CONTRACTS & PERFORMANCE AGREEMENTS

WORKSHOP

FORMULA OF A PROMISE: WHAT BY WHEN

3. CONTRACTS & JOB DESCRIPTION

JOB DESCRIPTION - Is a clearly articulated document that describes the role and responsibility of the Executive Director/ Manager of the organization.

If you don't have this, you and your organization don't know what to do and are pulled in all directions by the desires/whims of any real or perceived dominate personality eruption. The organization manages its disagreements and measures things based on who dominates whom. No one agrees on what is success.

CONTRACT - Is a legal agreement of employment or service provision that states clearly the roles, authority, compensation, partnership and accountability between the organization and the manager. (What By When)

If you don't have this, you are a subordinate employee at best rather than the Chief Executive Officer (CEO) who is manager, coach of the organization and all its functions including the Board. Your community also responds to you that way. You get compensated less. You do everything regardless of the level of professional skill needed. Board meetings are complaining sessions.

4. PERFORMANCE MANAGEMENT

A) First and foremost, the contract is not a performance agreement. Performance agreements must be based on real promises of the organization (its plans and most importantly, its budgets). This means they must follow the successful partnership model:

- **Agreements**, look like the budget and professional community -based plans. If it isn't in the current budget and/or not in an agreed upon plan, then it cannot be measured for performance. **NOTE**: Our education, skills, knowledge and behavior are not performance items,. They are contractual. If we don't fit the job description, then we are in the wrong job.
- **Management**, looks like the correct professional staff or hired contractors to do the budgeted items. It also looks like a functioning and reasonably participatory Board of Directors. Except the Board does not manage day-to day operations, but instead act as oversight and manage internal Board functions like elections, etc. Boards that manage the organization fail. Boards that hire professional managers they can trust succeed. Lastly, politics is not management.
- **Commitment**: Commitment and resources especially money are the same thing. If our organizations do not put adequate resources to an activity, then they are not committed to it. You cannot measure the performance of a non-

EXECUTIVE DIRECTOR'S CONTRACTS & PERFORMANCE AGREEMENTS WORKSHOP

commitment. You can't prove a negative. Never accept a performance assignment that is not clearly stated in the budget and then only as much as the budget truly allows. If you do, you are accepting something that does not and cannot exist.

B) Accountability

The three aspects above are pre-requisite to beginning a conversation of performance management. Performance agreements are an articulation of measurements reflecting the Organization's budget. They are not wish lists, desires or fantasies. They are not contractual in the sense that they determine your job description. They evaluate the fulfillment of the organization's promises and are not used to judge or prejudge the organization or manager, but to provide guidance. This may result in a realization that the manager is not the correct fit for the organization, or that the organization needs better planning and training.

A pragmatic evaluation of performance, the thorough knowledge of the nature of the BID public-private partnership as it is intended to function, and a balanced scoring of private perspectives regarding return on investment, public perspectives regarding quality of life, and the partnership perspective regarding organization and management capacity to grow and develop the partnership is also required to assess performance effectively.

C) THE UNIVERSAL BID SURVEY

The survey addresses the three components of a Public-Private Business Development Partnership:

- 1) **OMC** - Organization Management Capacity - the whole partnership.
- 2) **ROI** - Return on Investment - The private side and business concerns.
- 3) **QOL** - Quality of Life - the public side and community concerns.

The Universal BID survey is helpful in providing a balanced approach to evaluating a public-private business development partnership, which is what BIDs are. Use this survey in whole or in part, to determine what performance measurements are appropriate for budget line items that guide the organization in determining success.

The attachments:

- 1) **The Employee Contract** may be adjusted for all employees.
- 1) **Performance Agreement** may be used for all staff and contractors of the organization.
- 2) **Project - Performance Form** should be used for Board Committees.
- 3) **The Six Habits** are reminders of professional habits of BID managers.

**EXECUTIVE DIRECTOR'S CONTRACTS & PERFORMANCE AGREEMENTS
WORKSHOP**

ATTACHMENTS

- A: BID Manager Job Description**
- B: BID Manager Contract**
- C:..Performance Agreement**
- D: .Project/Performance Action Form**
- E: .Six Habits for BID Manager Success**

EXECUTIVE DIRECTOR'S CONTRACTS & PERFORMANCE AGREEMENTS WORKSHOP

ATTACHMENT A: BID Manager Job Description

It is understood that the job of a Manager of a business improvement district (BID) requires skill and knowledge in both public and private sectors plus the management of a formal public-private partnership. There are also substantive public responsibilities enumerated in the enabling ordinances and state statutes. And, there are day to day social and economic conditions that must be managed effectively and promote improvements to existing business conditions both short term and long-term. Then, there is the professional management of a non-profit organization; its staff and Board of Directors. It is recognized that the Manager is the paid professional expert in the organization for these topics. The Board is comprised of volunteers expert at their endeavors. Board and Manager work as a team. It is the crucial relationship of the Organization. One of mutual respect that is at the heart of the Organization's success. The Board oversees the purpose and progress of the Organization, acting as a focus group, and supporting the Manager. The Organization receives its legitimacy from the Board. The Manager administers the implementation of all aspects of the Organization including Board's activities. The Organization functions, prevails, conducts business, and is effective due to the Manager.

Reports to: The Board of Directors

Job Description: The Executive Director is a full time, exempt, salaried employee (or, independent consultant) who has primary responsibility for the overall operation of the organization, including review and evaluation of program activities, ensuring contractual obligations are fulfilled, allocation of resources for greater program effectiveness and efficiency, development of policies and program objectives for Board consideration, public relations, fundraising and budgetary policies, direction and supervision of employees, and development, implementation, and accomplishment of the annual work plan as approved by the Board. The Executive Director is accountable to the Board of Directors for stewardship of the organization's Mission and the integrity of its goals.

Consistent with the Mission of the Business Improvement District (BID), the primary responsibilities of the Executive Director is to enact the budgetary items of the organization, maintain financial responsibilities, requirements, and reporting, supervise and hire staff, and manage the public-private partnership between the organization and the municipality. Special attention shall be given to the planning and recruitment of new businesses, retain existing businesses, and revitalize the business community. In order to accomplish these objectives, the Executive Director is expected to fulfill on the following specific job responsibilities:

Performance Management and Program Evaluation

Performance metrics will be determined annually and ongoingly with the committees of the board of directors in reference to the actual budget, such as those focused on the

EXECUTIVE DIRECTOR'S CONTRACTS & PERFORMANCE AGREEMENTS

WORKSHOP

economic vitality of downtowns including tax collections, property values, retail/restaurant sales, business mix, WiFi connections, web/social media metrics, demographic characteristics, and pedestrian/traffic counts. Such metrics will be linked with organizational performance and overall downtown success.

The Executive Director will guide the Board in this process and provide the Board with regular accountability reports as needed that track achievements, address obstacles, and, as necessary, propose mid-course corrections. Will be responsible for a comprehensive annual reporting of major FBID benchmarks and successes.

Interpersonal/Collaboration/ Partnerships

The Executive Director shall maintain a collaborative working relationship with the Chairman of the Board, Board members, staff, business and commercial land owners, local governing bodies, and the general public. Promoting teamwork and building consensus is a goal of the organization as is the need for excellent social skills and the ability to readily engage others and make a good impression. Direction of the organization will be developed with the Board of Directors in a mutually respectful manner.

New Business Recruitment

As per the budget, the Executive Director administers research and development of data and programs and supervise contractors that will best enable the BID to attract revitalize the community and new businesses within our geographical boundaries. Ideally, these businesses will complement existing businesses and enhance foot traffic and growth potential. Metrics, data, and accurate records are an essential part of this responsibility. In addition, efforts to simplify the new business entry process are required. Such efforts include an understanding of local government requirements, building codes, and permits.

Existing Business Relations

The Executive Director shall maintain contact and communication with existing businesses to gain knowledge of issues, needs, and concerns. The goal is to assist in the continuing success of these businesses as a business community by alleviating concerns relating to normal and agreeable business practices. Accurate records of regular correspondence, including lists of actions will be maintained.

Town/District Revitalization

The Executive Director will be supported by the Board to generate fresh ideas and/or act on new concepts brought forward by members of the board and business community. Such programs shall serve to revitalize and enhance the overall business district experience.

EXECUTIVE DIRECTOR'S CONTRACTS & PERFORMANCE AGREEMENTS

WORKSHOP

Planning

The Executive Director will administer long-range planning efforts to shape downtown's growth, particularly in the has areas of infrastructure, sustainability, public transportation, public safety, public space enhancements, and zoning. The Executive Director administers and executes the organization's strategic plan according to budgeted items and monitors effective linkages between plan elements and the progress of stated goals, i.e., revitalization, recruitment, and retention of businesses.

Program Administration

The Executive Director shall work to ensure that the board approves programs that are adequately designed and funded, promptly completed and administered professionally.

Financial

The Executive Director shall develop and recommend the annual budget, as well as, establishing annual budget guidelines for designated committees. He/she will work closely with Committee Chairs to establish annual budget guidelines for each designated committee and will report and oversee all expenses related to approved budgets. Budgets must be maintained accurately and controlled according to standard accounting practices and requirements of the State of New Jersey.

Public Relations & Communications

The Executive Director is the primary contact for all BID business related programs within the district. He/She is responsible for all direct contact (written, electronic and verbal) with the public as presenter and communicator, and shall guide the organization and overall Board on such matters. Information provided to the public, media, or other interested parties will be consistent with values of the BID.

Marketing

The Executive Director will administer both traditional and non-traditional advertising and monitor advertising and marketing budgets, maintain good working relationships with the press, and maintain a coherent social media strategy. This strategy will include, but not be limited to: brand management and communication of the BID Vision of our town.

Supervision

The Executive Director is responsible for hiring, development, supervision, and evaluation of all staff members and contractors.

Qualifications:

- Bachelor's degree or equivalent work experience with MPA or MBA preferred. Coursework or experience in public administration, business or community development, and marketing is a plus.
- Minimum three years of supervisory experience.

EXECUTIVE DIRECTOR'S CONTRACTS & PERFORMANCE AGREEMENTS

WORKSHOP

- Self-motivated with outstanding interpersonal skills, with a proven history of establishing, engaging, and maintaining collaborative working relationships with a wide range of stakeholders.
- Knowledge of municipal government, non-profit corporations, and public-private partnerships.
- Strong marketing, public relations, press relations, event planning, and fundraising experience.
- Knowledge and experience of the dynamics affecting the retail industry and other business sectors
- Successful fundraising and financial management experience.
- Ability to inspire, motivate, coach, manage, and develop teams, set and achieve strategic objectives, and manage a budget – preferably working with a non-profit organization.
- Demonstrated ability to be a self-starter with leadership experience and the ability to exercise good judgment, working both independently and collaboratively.
- Willingness to work in a non-traditional/flexible schedule including weekends and evenings.
- Effective time management and organizational skills with the ability to prioritize multiple tasks in a fast-paced environment.
- Experience working with Downtown Associations or property based improvement districts (BIDs), Economic Development Corporations, a destination management organization, government agencies/entities including knowledge of government funding and reporting.
- Community involvement and/or development with the desire and ability to advocate for policy issues impacting small business and property owners and to serve as a direct advocate for the downtown business community.
- Excellent written and verbal communication skills
- Excellent presenter and public speaker
- General computer skills and proficiency in word processing, financial management software, and spreadsheet applications.
- Knowledge of tourism, historic preservation, the arts, and culture in relations to community & business development.

EXECUTIVE DIRECTOR'S CONTRACTS & PERFORMANCE AGREEMENTS
WORKSHOP

ATTACHMENT B
BID Manager's Contract

INTRODUCTION

This Agreement, made and entered into this **(DATE)** by and between the **(ORGANIZATION)** , (hereinafter called "BID") and **(NAME OF EMPLOYEE OR CONTRACTOR)**, (hereinafter called "Manager, Executive Director, or CEO") an individual who has the education, training and experience in management both of whom agree as follows:

Section 1: Term Recommended

A. This agreement shall remain in full force and effect from **(DATE)** until terminated by the **(Organization)** or Employee as provided in Section 9, 10 and/or 11 of this Agreement.

The term of this agreement shall be for an initial period of **(state number of years)** from **(DATES)**. This Agreement shall automatically be renewed on its anniversary date for a **(state number)** year term unless notice that the Agreement shall terminate is given at least 1 month 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 10 of this agreement, the Employee shall be entitled to all compensation including salary, accrued vacation and sick leave, reimbursable job related expenditures plus continuation of all benefits for the remainder of the term of this Agreement.

Section 2: Duties and Authority

(ORGANIZATION) agrees to employ **(Name of Employee/Contractor)** as Executive Director to perform the functions and duties specified in this Agreement and to perform other legally permissible and proper duties and function including but not limited to the supervision of the staff, contractors, interns, and adjunct staff as needed and assigned. See Section 19- Scope of Work.

Section 3: Compensation

Recommended:

A. Base Salary: The **(ORGANIZATION)** agrees to pay Employee an annual base salary of **(AMOUNT \$)** payable in **(state terms)** installments.

B. This agreement shall be automatically amended to reflect any salary adjustments that are provided.

EXECUTIVE DIRECTOR'S CONTRACTS & PERFORMANCE AGREEMENTS

WORKSHOP

C. Upon review of performance and budgetary restraints, The **(ORGANIZATION)** agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 11 of this Agreement.

Section 4: Health, Life, (Other Benefits must be stipulated in writing)

A. The **(ORGANIZATION)** agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and/or her dependents.

Section 5: Vacation, Sick, and Military Leave

After the 90-day initial employment stipulated in Section 11, the Employee shall receive **(state amount)** days vacation time, all state and federal holidays, and **(state amount)** paid sick time.

Section 6: Automobile and Telephone

The Employee's duties require that the Employee possess a valid USA drivers license, at all times during employment with the **(Organization)**.

The Employee will be reimbursed (amount per month) for cell phone usage.

Section 7: General Business Expenses

1. The **(ORGANIZATION)** 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 Executive Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

2. The **(ORGANIZATION)** acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, the **(Organization)** 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.

Technology: The **(Organization)** shall provide Employee with a computer, software, fax/modem, internet, cell phone and communication and electronic management devices required for the Employee to perform the job and to maintain communication.

Section 8: Ownership of data

All **(Organization)** and **(Municipal)** data developed by the Employee shall be the property of the **(Organization)**, and the Employee shall not use such information or data except for the performance of services hereunder without the prior written permission of the **(Organization)**.

EXECUTIVE DIRECTOR'S CONTRACTS & PERFORMANCE AGREEMENTS

WORKSHOP

Section 9: Termination

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

1. The majority of the governing body or Board of Directors votes to terminate the Employee at a duly authorized 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 **(ORGANIZATION)**'s position that substantially changes the form of government, non-profit corporation, or special district, the **(ORGANIZATION)** shall have the right to declare that such amendments constitute termination.
3. If the **(ORGANIZATION)** reduces the base salary, compensation or any other financial benefit of the Employee 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 **(ORGANIZATION)**, then the **(ORGANIZATION)** may declare a termination as of the date of the acceptance.
5. Declaration by either party of incompatibility with a 90-day initiation period (state the period) for either Employee or **(Organization)** as per Section 11 shall be regarded as termination.

Section 10: 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 11: Performance Evaluation

The **(Organization)** shall annually review the performance of the Employee initially after a 92-day initiation period, and afterwards in January subject to a criteria for the evaluation which shall be mutually agreed upon by the **(Organization)** 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 12: Hours of Work

It is recognized that the Employee must devote a time outside the normal office hours on business for the Employer including community and governmental meetings, and to that end the Executive Director shall be allowed to establish an appropriate work schedule.

EXECUTIVE DIRECTOR'S CONTRACTS & PERFORMANCE AGREEMENTS WORKSHOP

Section 13: Outside Activities

The employment provided for by this Agreement shall not be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the **(Organization)** 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 14: Indemnification

Beyond that required under Federal, State or Local Law, the **(Organization)** 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 Executive Director 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 **(Organization)** shall not unreasonably refuse to provide independent legal representation at **(Organization)**'s expense and **(Organization)** may not unreasonably withhold approval. Legal representation, provided by the **(Organization)** for the Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The **(Organization)** 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 **(Organization)** in order for indemnification, as provided in this Section, to be available.

Employee recognizes that **(Organization)** 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, **(Organization)** 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 **(Organization)** as long as litigation is pending. Further, **(Organization)** agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to **(Organization)** regarding pending litigation.

Section 15: Bonding

The **(Organization)** shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

EXECUTIVE DIRECTOR'S CONTRACTS & PERFORMANCE AGREEMENTS
WORKSHOP

Section 16: 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 **(Organization)** by laws, laws of the **(municipality and state)**, or any other law.

Section 17: 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) ORGANIZATION'S address:
- (2) EMPLOYEE address

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 18: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the **(Organization)** 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 **(Organization)** 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 **(DATE)**.

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.

E. Counterparts. This contract shall be executed in two parts, each of which shall be deemed an original, and such counterparts shall constitute one and the same document.

Section 19: Scope of Work
Put Job Description Here:

EXECUTIVE DIRECTOR'S CONTRACTS & PERFORMANCE AGREEMENTS
WORKSHOP

In WITNESS thereof, the **(Organization)** and the Employee have executed this contract as of the date herein.

(Organization)

Employee

President of the Organization

Employee name

**EXECUTIVE DIRECTOR'S CONTRACTS & PERFORMANCE AGREEMENTS
WORKSHOP**

ATTACHMENT C - Annual Performance Agreement

Performance Agreement for: (Name) _____

Position: _____ Title: _____

Manager: (If applicable) _____ Date: _____

Goals Statement:

- 1) **OMC** - Organization Management Capacity - the whole partnership.
- 2) **ROI** - Return on Investment - The private side and business concerns.
- 3) **QOL** - Quality of Life - the public side and community concerns.

Specific Work Performance Measurements based on key budgeted items:

- 1)
 - 2)
 - 3)
 - 4)
 - 5)
- etc.

My Professional Performance Improvement Goals:

Statement of the Position Holder

I accept the performance accountabilities of this agreement and agree to produce the results, perform the work and meet the standards set forth in this agreement to the best of my ability.

Date: _____ Signature: _____

Print Name: _____

EXECUTIVE DIRECTOR'S CONTRACTS & PERFORMANCE AGREEMENTS
WORKSHOP

ATTACHMENT D

THE PROJECT--PERFORMANCE OUTLINE - PROMISE IN ACTION FORM

DATE: _____

COMMITTEE: _____

B) Service/ Project

C) What value (Quality of Life enhancement) is provided by this idea.

D) What improvement (Return on Investment) is being made by this idea

E) What performance: goals, milestones, and specific results will be reached? At each stage make a promise that is quantifiable and has an actual by-when date (day & time). Follow the format:

E.1) By when: (What) Performance Final Goal:

E.2) By when: (What) Performance Halfway Milestones:

**EXECUTIVE DIRECTOR'S CONTRACTS & PERFORMANCE AGREEMENTS
WORKSHOP**

**By when: (What) Weekly Specific Measurable Results:
(List them by week)**

Week 1: _____

Week 2: _____

Week 3: _____

etc.

(If you did this correctly, you've made quantifiable time specific (integrity related) promises. Now, you have something to measure your performance against.)

E) How does this service meet the BID's Vision/ Promises?

F) Risk Assessment (What are the risks and how will they be reduced?)

G) Proposed budget (Is this in the budget and how much?)

H) Committee members

**EXECUTIVE DIRECTOR'S CONTRACTS & PERFORMANCE AGREEMENTS
WORKSHOP**

**ATTACHMENT E
'MOVING WITH MANAGEMENT'
SIX HABITS FOR CAREER SUCCESS**

1. Networking. It's easy to grow complacent about networking when you've worked with one employer for a while. Knowing who you need to know within your organization isn't enough – look at the larger network/community that your organization exists in.

TIP: Communication solves all problems. Be good at it. Stay in contact and connected with people who are able to help you. Never stop networking & seeking partnerships. Note: You know you are in collaboration and networking when a partnership is present and the Partnership Model is employed.

2. Never assume good work will be recognized. If you're a talented worker who goes the extra mile, you'll be rewarded when your boss sees what you've done to help the company, right? Not necessarily.

TIP: Actively Manage the Conversation about Yourself, or risk being managed by a lesser conversation. Doing your job really well and expecting that you will be automatically noticed and promoted because of it can be disastrous. Let people know about your accomplishments. See number one above.

3. Know your worth. Failing to ask for the level of pay you're worth can keep you in a vicious cycle of salary depression that carries over from situation, or employer to employer.

TIP: There is nothing admirable about playing small. It hurts everyone and perpetuates a lie. You, and only you, are responsible for discovering and sustaining your value.

4. Stay visible. If you think about it, 99% (or more) of everything in the universe is invisible (thoughts, most energy, most substances, feelings, souls, even personality). Therefore, being visible is unique. It's rare and empowering. Being visible is powerful and it takes management.

EXECUTIVE DIRECTOR'S CONTRACTS & PERFORMANCE AGREEMENTS WORKSHOP

TIP: Take on career-related extracurriculars. You don't have to overdo it, just be seen, let people know who you are. Become real to others; be in-service. Be visible. Become good at it. Seek opportunities to communicate.

5. Don't overshare. This is basically common sense. Therefore, often uncommon. When you get along with your boss or Board of Directors, it's easy to slip into a comfort zone in your communications. But don't let that sharing morph into indiscretion that could come back to haunt you. Be real, but professional.

TIP: This seems to contradict number 5, but it's actually the hallmark of professionalism. At the job, people want to know you are focused on them. Let them know that. Focus on the work at hand not your dramas. Be pragmatic.

6. Avoid negativity. If you haven't figured it out yet, then as a professional strongly consider that people are complaining machines. We can't help it. It's what we do. It's unavoidable, but it is controllable. Complaining hides ignorance and confusion, and rarely accomplishes anything. Doing 'things' accomplishes things. No one really agrees with a complainer, nor do they care. When you complain, you're just a complainer. Venting to those around you will often signal a red flag to your boss or Board of Directors that you may not be right for the organization. Even associating with negative people in your workplace can hurt your career.

TIP: One of your key jobs, as a manager, is to reduce and eliminate negativity, and produce results not complaints. Managers must set boundaries and standards and not lower their standards to connect with negative people. Even in the face of an argument, employees must not lose their head and sink down into the negativity that surrounds them. Being critical is one thing, but being overtly and harshly negative is a career destroyer.

**EXECUTIVE DIRECTOR'S CONTRACTS & PERFORMANCE AGREEMENTS
WORKSHOP**

NOTES