



## *Senior Executive Service Contract*

**Employee:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Division:** \_\_\_\_\_

**Executive Director:** \_\_\_\_\_

**Salary:** \$ \_\_\_\_\_ / month

**Contract Term:** July 1, 2012 - June 30, 2013

By signing this contract, the employee acknowledges, understands, and agrees as follows:

- 1) Salary for FY 2012-13 may not exceed \$12,073 per month and shall not change during the term of this contract;
- 2) Salary is based on the negotiation of an annual contract between the employee and the Department Executive Director, and the amount of such salary may increase, decrease, or remain unchanged from year to year;
- 3) Employees in the senior executive service may not appeal a reduction in salary from one year to the next, nor may they appeal removal from the senior executive service and placement in a regular pay plan;
- 4) If the Executive Director gives the employee written notice of non-renewal by May 1, the employee shall either be separated from state service upon expiration of the contract on June 30 or appointed to a vacant non-senior executive service position for which qualified;

- 5) If the Executive Director has not given timely written notice of non-renewal and no contract is provided by July 1, the employee shall be returned to the regular pay plan at either the contract salary or the statutory salary lid, whichever is lower;
- 6) If a contract is provided and the employee fails or refuses to sign by July 1, the employee shall be deemed to have resigned effective June 30.
- 7) Pursuant to §24-50-104 (5)(c) C.R.S., any person in the senior executive service shall have no right (retention or reemployment) to a position outside of the senior executive service; and
- 8) Any termination during the contract term may be appealed to the State Personnel Board.
- 9) In the event that the Governor orders mandatory furloughs for state employees during the term of this contract, the employee agrees to participate in such furloughs, without pay, for the number of days ordered by the Governor.

With respect to any separation from state service as a result of the expiration or non-renewal of this contract, the employee further voluntarily waives all appeal, disciplinary, grievance, and other rights and privileges of the state personnel system.

\_\_\_\_\_  
**Employee**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Executive Director**

\_\_\_\_\_  
**Date**

## CORE REQUIREMENTS

CUSTOMERS	1	2	3
Program goals and objectives clear and customer-oriented			
Maintain positive, smooth, and supportive customer relations			
Emphasis on customer satisfaction			
Program efficiency and effectiveness routinely measured			
Efficiencies and cost containment continually sought			
<b>Overall</b>			

CREDIBILITY	1	2	3
Long and short range plans developed and monitored			
Maintain legislative credibility			
Program processes designed to achieve goals and objectives			
Budgets monitored and adhered to			
Personnel rules followed			
Decisions are based on data			
<b>Overall</b>			

COMMUNICATIONS	1	2	3
Encourage public/community input and education			
Affected parties kept involved and informed			
Clear, concise, effective written communications produced			
Clear, concise, effective oral communications exhibited			
Listened well and sought feedback			
<b>Overall</b>			

OTHER	1	2	3
Employee morale and productivity high			
Employees empowered to work creatively and make own decisions			
Decisions made at the lowest possible level			
Overall			

### SPECIAL PROJECTS AND EMPHASIS AREAS

OBJECTIVE	RESULTS	1	2	3

OBJECTIVE	RESULTS	1	2	3

OBJECTIVE	RESULTS	1	2	3

OBJECTIVE	RESULTS	1	2	3

OBJECTIVE	RESULTS	1	2	3

**RATING LEVELS:**

**1 = Needs Improvement**

**2 = Successful** and, on occasion, exceeds expectations

**3 = Exceptional**

**EVALUATION SUMMARY**

*The rater should gather information from all available sources to assess how well the employee has met performance expectations. The rater should meet with the employee about one week before the rating becomes final to allow the employee the opportunity for input into the process.*

	1	2	3
<b>CORE REQUIREMENTS</b>			
Customers			
Credibility			
Communications			
Other			
<b>SPECIAL PROJECTS AND EMPHASIS AREAS</b>			
Objective:			
<b>Overall</b>			

**DATE OF EVALUATION:** \_\_\_\_\_

\_\_\_\_\_  
**Employee**

\_\_\_\_\_  
**Appointing Authority**

\_\_\_\_\_  
**Executive Director**



## **SENIOR EXECUTIVE SERVICE PERFORMANCE CONTRACT INSTRUCTIONS**

(Remove these two pages after the contract is prepared.)

### **PLANNING**

The employee and the appointing authority will meet before the start of the performance contract period to develop the employee's performance plan. The department head or a lower-level appointing authority may develop the performance plan. If someone other than the department head develops the plan, the department head must approve the plan by signing the form.

The first section of the form identifies the employee and executive director and includes signature lines. The second section of the form is designed around core requirements. The core requirements have individual objectives that further define expectations. The appointing authority and employee may select additional objectives by adding statements in the blank spaces provided. The third section of the form is used to identify special projects or emphasis areas. The appointing authority and employee will agree on specific projects, responsibilities, or emphasis areas that will augment the core performance areas and objectives. (Page numbers should be inserted after the performance planning is completed.)

It is important that the appointing authority makes certain the employee **understands** the performance expectations for each objective, special project, or emphasis area in the performance contract. This may be accomplished either through verbal discussion, adding written narrative clarification to the performance plan, or writing detailed individual performance objectives. The appointing authority may elect to develop a performance plan specific to their agency as long as it addresses the performance objectives outlined here.

### **PROGRESS REVIEWS**

At a minimum, quarterly meetings between the appointing authority and employee are encouraged during the performance contract period. These will help ensure that the employee and appointing authority understand the other's perception of the employee's performance. If problems are identified, plans for improvement can be developed and the employee then has the opportunity to improve his or her performance.

### **EVALUATION**

During the evaluation, the appointing authority should gather information from all available sources to assess how well the employee has met performance expectations. A meeting with the employee should be the final step before the final rating is determined to allow the employee the opportunity for input into the final evaluation.

The appointing authority will determine the rating for each objective and then an overall rating for each core requirement, special project, and emphasis area using the rating key at the top of the page. The overall rating for each area is then transferred to the evaluation chart on last page

and an overall performance rating is determined. Additional narrative statements that more fully describe the employee's accomplishments may be attached.

## **SALARY**

The department head will approve the salary for the next performance contract period after negotiation with the employee. The employee, appointing authority, and department head sign the form. The completed form will be sent to the department's human resources office for processing and placement in the employee's personnel file and retained for three years. A copy of the final contract is sent to DHR.

## **NOTES:**

- Any person in the senior executive service shall have no right to a position outside of the senior executive service [Section 24-50-104 (5) (c), C.R.S.].
- Salaries must be based on the negotiation of an annual contract between the employee and the department head, and the amount of such salaries may increase, decrease, or remain unchanged from year to year [Section 24-50-104 (5) (d), C.R.S. and Rule 3-25].
- Employees in the senior executive service may only appeal directly to the State Personnel Board for dismissal for failure to perform or a reduction in pay during the contract term [Section 24-50-104 (5) (d) and Rule 8-53].