



Senior Executive Service Contract

Employee: _____

Title: _____

Department: _____

Division: _____

Executive Director: _____

Salary: \$ _____ / month

Contract Term: July 1, 20 - June 30, 20

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

- 1) Salary may not exceed amount published in the cover letter to the annual compensation plan 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 traditional 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 traditional classified 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) Employees in the senior executive service have no retention or reemployment rights with respect to any other position in the state personnel system; and
- 8) Any termination during the contract term may be appealed to the State Personnel Board.

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			
Overall			

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			
Overall			

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			
Overall			

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
CORE REQUIREMENTS			
Customers			
Credibility			
Communications			
Other			
SPECIAL PROJECTS AND EMPHASIS AREAS			
Objective:			
Overall			

DATE OF EVALUATION: _____

Employee
Appointing Authority
Executive Director



DPA

SES Form 1

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 appointing authority 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.

PROGRESS REVIEWS

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 to the performance plan.

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.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)