



# **Toolkit:** Employment Life Cycle of State Executive Directors

Human Resources

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## Introduction

This toolkit was designed as a resource for the various employment stages of a State Executive. It is divided into three modules:

- Hiring – pre-hire and hire procedures
- Employment – goal-setting and performance reviews
- Off-Boarding – performance standards and termination

## Module 1: Hiring

Hiring an employee can be a daunting task. The hiring process begins as soon as the job is open and ends when the new hire is onboarded to the organization. This module offers tools to assist you in making solid hiring decisions.

### Get Help

If you can, as soon as the position is open, appoint an Interim State Executive with someone from your organization that can support and fulfill immediate business needs until the role is filled.

### Communicate

Notify key groups or organizations (Board of Trustees, the Compensation Committee Chair/Committee, etc.) about the opening. If you decide to appoint an Interim State Executive, share their name in your communications.

### Job Description

**IMPORTANT:** Develop or update the job description for the role. A job description will help you to attract the right candidate and to specify job responsibilities, requirements and key competencies. See job description template (see [Job Description](#) sample in the Resource Section).

### Post the Job

For some, hiring a search firm to handle all of the recruitment leg work can be helpful. If you don't have the budget for a search firm, there are a number of resources you can use to post your job. Use social media sites such as linkdn. Job boards such as Indeed.com or monster.com are very popular worldwide employment sites. Wherever you post, cast a wide net to find the most qualified candidate.

## Pre-Screen Before Inviting On-site

Develop questions that relate to the job requirements, competencies and behaviors you require in the role. Search through the resumes. For those that meet the requirements, pre-interview/screen by phone first. When pre-screening, be sure to ask each candidate the same questions. Pre-screening will save you time and help to eliminate candidates early on who:

- May not meet all of the job requirements
- May have salary expectations that exceed your salary range
- Are simply not a good fit with the organization's vision and mission

## Interview Preparation

**IMPORTANT:** Prepare for interviews. Know your vision and mission, including the organization's main focus and structure. Design questions to gain insight as to whether the candidate is qualified. Include questions that cover both hard and soft skills. (See [Interview Tips](#) in Resource Section)

**IMPORTANT:** After you have settled on your final candidate and before a salary offer is made, conduct a background check. There are a number of background check companies that will perform a thorough review on past work history, education, etc. of your final candidate. Make sure you receive permission from the candidate to conduct a background check.

Some organizations use personality tests, such as the DiSC® Model of Behavior or the Meyers Briggs Type Indicator to screen potential employees with the thought that a certain personality type may be better for certain roles.

**NOTE:** When using personality assessment tools, seek legal advice before integrating these assessment tools into the interview process. Many of these tools only establish certain behaviors or preferences in interpersonal situations and the assessment results should not be used as disqualifiers. Some organizations use personality assessments *after* hire to build plans for an individual's development needs.

## Making a Salary Offer and Determining Pay

Your Compensation Philosophy - what you are willing to pay relative to others in the market, should sync with the strategy and goals of the organization. Making the correct salary offer is critical. When making an offer, consider three variables: salary market data, your budget for the role and the knowledge, skills and abilities of the candidate.

**TIP:** Market salary information is available for purchase from The Association Forum of Chicagoland and the American Society of Association Executives (ASAE).

## Contract/Offer Letter

Prior to making a salary offer or as soon as a verbal offer has been accepted, contact your Legal Team to prepare a written contract. The contract outlines the details of the role, employment parameters, and benefits/perks. (See the [Sample Contract](#) in the Resource Section)

## Onboarding

Create an on-boarding checklist. Immersing the new leader in the organization's culture, processes and procedures is critical to their success. (See the [Executive Onboarding Checklist](#) in the Resource Section)

## Module 2: Employment

Once the State Executive is hired, and as they become acclimated to the organization, it is important to set goals, and manage and measure performance.

Evaluating the performance of the State Executive is usually a primary responsibility of the Board and/or Compensation Committee. This is a critical process because it:

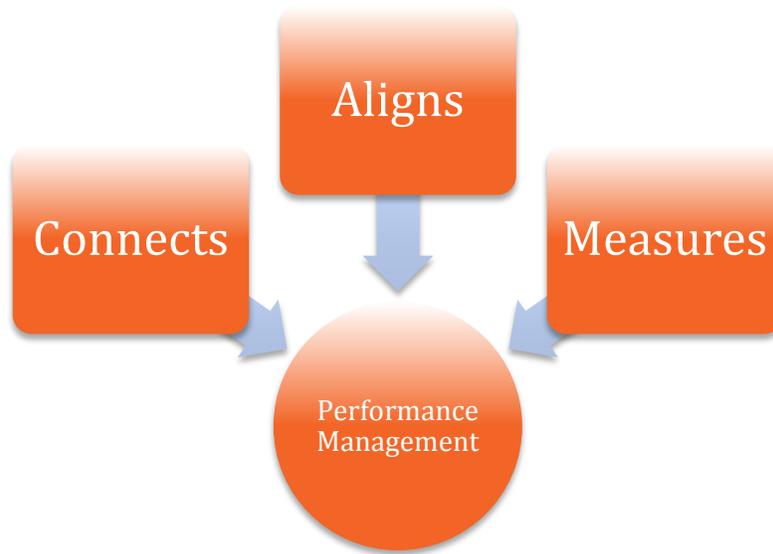
- Ensures the Board members are meeting their duty to effectively lead the organization
- Ensures organizational goals are being met
- Provides formal documentation in support of any possible job performance issues or professional development plan

## Performance Management

Performance management is an important stage in the employment life cycle. It is the ongoing process of setting performance expectations, providing feedback and coaching to reach expectations, assessing and recognizing performance results.

Performance management:

- Connects the strategy, vision and values of the organization to the work and deliverables
- Aligns the individual competencies with an organization's core business capabilities
- Measures both what is done and how it gets done
- Is shared by both the State Executive and the Governing Body, and is spurred by the process of Planning, Feedback, and Assessment.



## Developing a Schedule for Performance

An established schedule for the Board or Compensation Committee is an important tool to measure the State Executive's progress. (See sample [Timeline](#) Schedule in Resource Section).

## Stages of Performance Management

There are three stages to performance management:

- Goals
- Feedback
- Assessment

## Goals

Leaders communicate goals to the governing body to create buy-in and develop milestones and objectives. Goals are important because they:

- Provide a direct line of sight to what needs to be done and when
- Ensure a clear understanding of expected business results
- Provide a basis for prioritizing projects and tasks
- Establish targets for assessing performance
- Help provide focus for key deliverables

When goal setting, begin with the goals of the organization. The goals of a leader should either cascade directly from the organization's goals or they can be the same as the organizational goals.

An example of a State Executive's goal might be:

*Optimize resources to increase state presence by enhanced marketing plan.  
Objective: 85% rating of knowledge of state programs on survey.*

**Goals should be SMART.**



**Feedback**

**IMPORTANT:** Provide the governing body with the Performance Evaluation Timeline and regularly report goals and milestones. Also, the State Executive should meet with their direct reports regularly to ensure projects and processes are in-line with goals and adjust when needed throughout the year.

In all cases, constant feedback and regular reporting on projects and metrics related to goals are important. Establish a formal time period to review your goals and the status of projects mid-year with either the Board of Trustees or Compensation Committee (see timeline). At this meeting, review the status of each goal and what the plans are for the remainder of the year.

## Assessment

In assessing a State Executive's job performance, three pieces of information are critical:

1. The results of State Executive's prior year's goals
2. Results from performance assessment tool/survey (can be designed by a consultant) and
3. The State Executive's self-assessment

Many consultant firms will design a performance tool (survey) that serves as the performance appraisal for the executive. In most cases, the survey is distributed to those individuals that have direct knowledge of the State Executive's performance (direct reports, members of the Board and/or Compensation Committee). Final results are shared with the Compensation Committee (or governing body) and with the State Executive.

After feedback on overall performance, a conversation can be scheduled to discuss salary expectations. The Compensation Committee members (with the Board's approval) usually determine the salary increase based on the scope of the role and the job performance for a given year.

Every two – three years or so, conduct a formal market pay analysis for the State Executive role to ensure salary considerations are consistent with the external market. This is important to maintain pay equity for the State Executive in their role.

## Module 3: Off-Boarding

There are many reasons for leaving an organization. If a State Executive should resign, begin with Module 1 to fill the position as soon as possible.

Termination of employment can be a difficult endeavor if the State Executive was removed from their role due to poor job performance and/or any other egregious reason.

A formal performance memo or performance plan can serve as documentation of any performance issues. The memo should include:

- Current state - what is happening now
- Expectations - what would you like to see happen or change
- Timing - when would you like to see changes, including periodic check-ups on performance

(See the [Performance Plan](#) and [Performance Memo](#) samples in the Resource Section)

Use meeting notes (conversations, memos, etc.) as tools to support your decision to terminate, if termination is required.

**TIP:** If performance does not improve or termination is required, discuss developing a letter of agreement or release for the employee with the Legal Team.

Some states are considered at-will employer states with respect to employment law. This means that as an employer you may terminate employment at any time, with or without cause or notice. Even if your organization resides in an at-will state, it is advised to make all termination decisions based on well-documented performance information.

## Conclusion

### Key Items

- When hiring, make sure you have an extensive vetting process. Devote time and effort to make sure you have the right candidate.
- Establish performance measures early on to ensure that the expectations for the role are clear
- Take time to onboard and immerse the candidate in the organization
- If there are performance issues, address them as soon as possible – beginning with a conversation. If performance issues continue, use one of the performance memo tools to support your expectations.

This toolkit serves as a resource to guide you through the employment life cycle of State Executives. Please contact any member of the ADA Human Resources Team at 312 440-2005 with any questions.

## Resources

### Job Description Template

#### Job Description

Job Information	Job Reports To
Job Title: <a href="#">Click here to enter text.</a>	Job Title: <a href="#">Click here to enter text.</a>
Incumbent's Name (if applicable): <a href="#">Click here to enter text.</a>	Effective Date: <a href="#">Click here to enter text.</a>

#### Job Summary

In one or two sentences, provide a brief summary of the main purpose of this job. State briefly the scope of the job (define the main purpose/responsibility).

[Click here to enter text.](#)

#### Primary Job Duties/Major Functions

List the Major Functions of this job (approximately 5 to 10) which describe only Major Activities for which this job is accountable (plan, control, investigate, analyze) in order of importance using percentages (minimum 5% and in 5% increments – i.e., 10 % or 15%, 20%, etc.) **totaling 100%.** DO NOT list all individual tasks or steps which must be performed to accomplish this function.

*Example:*

%	What is Done	How it is Done (Method)	Why it is Done (Result)
25 %	Meeting Planning	Analyze meeting goals/strategies to ensure meeting is in keeping with the Division's or Institute's overall strategy. Develop guidelines on meeting protocol to attendees. Ensure meeting logistics are complete.	To ensure meeting covers relevant topics pertinent to the division's or institute's goals and objectives.

%	What is Done	How it is Done (Method)	Why it is Done (Result)
Click here to enter text.%	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>

Click here to enter text.%	Click here to enter text.	Click here to enter text.	Click here to enter text.
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### Knowledge, Skills Abilities and Experience Required for this Job

List below the *minimum* requirements: knowledge, skills, abilities & experience critical for this job. NOTE: For Education, Experience, Application(s)/Software(s) and Other/Working Conditions use the drop down box options.

<b>Education:</b> Choose an item.	<b>Experience:</b> Choose an item. <b>Describe the type of Experience:</b> Click here to enter text.
<b>Knowledge &amp; Skills:</b> Click here to enter text.	<b>Abilities:</b> Click here to enter text.
<b>Application(s)/Software (s):</b> Choose an item. <b>Description/Additional Information:</b> Click here to enter text.	<b>Other/Working Conditions (Check all that apply):</b>  <b>Overtime (Non-Exempt)</b> <input type="checkbox"/>  <b>Evening Work/Meetings</b> <input type="checkbox"/> <b>Weekend Work/Meetings</b> <input type="checkbox"/>  <b>Travel</b> Choose an item.
	<b>Description/Additional Information:</b> Click here to enter text.
<b>Level of Skill Needed for Application(s)/Software(s):</b>	
For Exempt positions check the box <b>→</b> <input type="checkbox"/> Proficiency	
For Non-Exempt positions choose one level <b>→</b> <input type="checkbox"/> Basic <input type="checkbox"/> Intermediate <input type="checkbox"/> Advanced	

List below additional characteristics that are *highly desirable*, but not essential for the job.

Click here to enter text.
---------------------------

## Organizational Chart

In the top box, the chart should be completed to include the title of the job this position reports to; the second box should include this position's job title; and the third row of boxes should include job titles of the positions that report *directly* to this position.

Click here to enter text.				
Click here to enter text.				
Click here to enter text.				

## Direction and Coordination of People

Does this job have authority for directly supervising staff? Mark the appropriate box.

Yes <input type="checkbox"/>	No <input type="checkbox"/>
------------------------------	-----------------------------

If yes, complete the chart below. If no, proceed to next section.

In directly supervising those who report to this job, *mark the appropriate boxes (with an "X")* for the following supervisory functions. **Do not complete if the job has no direct reports.**

	Direct Authority	Shared Authority	Little Authority
Evaluate Performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recommend or Grant Increases	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Terminate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Set Work Performance Standards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Discipline	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Establish and Maintain Work Schedules	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Planning/Analysis

Describe the kind of planning (long and/or short range) & analysis required of this position.

## Problem Solving/Decision Making

Choose the one level of problem solving/decision making required for this position.

- Problems are reviewed and decisions made fall within a single job area or discipline. Scope of problem is well-defined. Follows set procedures for decision making and problem solving.
- Problems and issues may be only vaguely defined. Problems are reviewed in and used in existing systems or processes.
- Problems and issues include broad-based solutions which may require multiple areas. Problems and decision-making are not easily evident in existing systems or processes.
- Job may include changing or adapting existing methods and techniques in the identification of solutions to significant complex processes or systems.
- Extensive problem solving and decision making of complex multi-dimensional issues with solutions that have significant impact on the organization\*

\*Provide examples: [Click here to enter text.](#)

## External Relationships

Indicate the *major* groups, organizations, or agencies outside the organization with which you maintain contact in the performance of job responsibilities.

Type of Group or Organization	Position Title of Contact	Purpose of Contact	Frequency Per Week
<a href="#">Click here to enter text.</a>			
<a href="#">Click here to enter text.</a>			

## Internal Contacts

Indicate the departments inside the organization with which contact is maintained on a regular basis in the performance of job responsibility.

Department	Position Contact	Purpose of Contact	Frequency Per Week
<a href="#">Click here to enter text.</a>			
<a href="#">Click here to enter text.</a>			

## Signatures Required

Incumbent		Date	
Immediate Supervisor		Date	

Add any additional comments that will make the job better understood. These comments could include any influences on the position (regulations, budget responsibilities, etc.)

[Click here to enter text.](#)

## GENERAL UNDERSTANDING AND NATURE OF THE JOB DESCRIPTION

*In accordance with the Americans with Disabilities Act, the above statements are intended to describe the general nature and level of work being performed by people assigned to this job classification. These statements are not intended to be an exhaustive list of all responsibilities, duties and skills of personnel so classified. This job description is not designed to contain or be interpreted to represent every job duty, responsibility, or qualification required by an employee assigned to this job. While employed in this position, an employee may be required to perform other assignments not listed on this job description.*

## Sample Contract

**[PLEASE NOTE: This is a sample legal document which should be modified to be compliant with all applicable federal, state, local laws in your jurisdiction. Consult your attorney before entering into this agreement.]**

### EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

This agreement (“this Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 (the “Effective Date”), by and between [STATE DENTAL ASSOCIATION], a/an [state corporate entity type, e.g., “a Wisconsin corporation”] having its principal office at [office address, city state, zip] (the “Association”) and [ED name] (“Executive Director”), whose residence address is [home address, city, state, zip].

WHEREAS, subject to the terms and provisions of this Agreement, the Association desires to employ the Executive Director; and

WHEREAS, subject to the terms and provisions of this Agreement, the Executive Director desires to be employed by the Association;

NOW, THEREFORE, the parties agree as follows:

#### ARTICLE 1. DUTIES AND OBLIGATIONS

##### 1.1 Duties.

The Association shall employ the Executive Director as its executive director for the term set forth in Section 2.1 of this Agreement. During the employment term, the Executive Director shall in good faith and consistent with his/her ability, experience and talent perform diligently the duties and responsibilities of the executive director, as described in the job description attached hereto and made a part hereof as Exhibit A, and such other duties and responsibilities as the Association’s Board of Trustees (also referred to as the “Board”) may reasonably require from time to time during the term of this Agreement.

The Executive Director shall devote his/her full business time and best efforts to the office of executive director and performance of the duties and responsibilities thereof. He/she shall report to the periodically report to the Board on a schedule that shall be mutually agreed upon.

##### 1.2 Outside Activities.

The duties of the Executive Director are full-time, and the Executive Director agrees that he/she will not be employed by any other business or entity, unless and except as agreed to in writing by the Board of Trustees. However, this Agreement shall not preclude the Executive Director from participating from time to time in the affairs of governmental, educational, civic or charitable institutions as long as such activities are acceptable to the Board and do not unreasonably interfere with the Association’s business or his/her duties under this Agreement. Any honorarium or other fee paid to the Executive Director shall be payable to [the Association Foundation or other charity as may be designated].

### 1.3 Confidential Information.

The Executive Director acknowledges that, by reason of his/her employment under this Agreement, he/she has a responsibility to protect and promote the interests of the Association in all matters. It is also acknowledged that the Executive Director will have access to confidential information of the Association and/or its affiliates and subsidiaries that is proprietary and valuable to the Association, and not generally publicly known or determinable from public information, including, without limitation, information concerning the Association's business, financial, budgeting, salary and fundraising affairs, policies, standards, procedures and practices, plans and strategies; trade secrets; pending or threatened litigation; research and development projects and plans; current and prospective contracts; non-public information about the Association's present and prospective employees, members, volunteers, donors, agents and representatives; attorney/client communications; and confidential information discussed during closed sessions of the Association's Board of Trustees or House of Delegates (collectively, "Confidential Information"). He/she agrees that during his/her employment, and after termination of such employment for any or for no reason, he/she will not disclose at any time or for any reason, directly or indirectly, to any outside person or entity, or use for the benefit of himself/herself or others, any Confidential Information without the prior express written authorization of the Board

### 1.4 Non-Competition.

The Executive Director covenants and agrees that during the term of his/her employment with the Association, and following the termination of her employment during the Covenant Period (as herein defined), he/she shall not, directly or indirectly, whether on his/her own behalf or for others (whether as owner, principal, agent, partner, officer, employee, independent contractor, consultant, stockholder, or otherwise), engage or participate or have any financial interest in or perform services for any entity that is engaged in any business of the Association or its subsidiaries if those services are the same or substantially similar to the services he/she provided to the Association, or to services the Association otherwise provides or provided during the term of her employment about which he/she has Confidential Information.

The term "Covenant Period" as used herein shall mean the period commencing on the Effective Date of this Agreement and ending on the date that is six (6) months after the last day on which the Executive Director is employed by the Association.

The Executive Director acknowledges and agrees that (a) the Association would be irreparably injured in the event of a breach or threatened breach by him/her of his/her obligations under Sections 1.3 and 1.4 this Agreement, (b) monetary damages would not be an adequate remedy for any such breach, (c) the Association shall be entitled to injunctive relief, in addition to any other remedy which it may have, at law, in equity or otherwise in the event of any such breach or threatened breach, and (d) the existence of any claims which Executive Director may have against the Association, whether pursuant to this Agreement or otherwise, shall not be a defense to the enforcement by the Association of any of its rights under this Agreement.

### 1.5 Company Property.

The Executive Director acknowledges that from time to time he/she may have in his/her possession property belonging to the Association, including but not limited to Confidential Information, documents, supplies, equipment, keys, credit cards, and the like. He/she agrees that

upon termination of his/her employment, for whatever reason, he/she will surrender immediately to the Association all property belonging to the Association.

## ARTICLE 2. TERMS AND CONDITIONS

The duration and termination of the Executive Director's employment under this Agreement shall be subject to the following terms:

### 2.1 Term.

From and after the Effective Date, this Agreement shall supersede any previous understandings, negotiations and agreements or contracts, either oral or written, between the parties with respect to Executive Director's employment with the Association. Subject to the terms, covenants and conditions contained herein, the Executive Director shall be employed by the Association for a period ending on the **third [or other term]** anniversary of this Agreement.

### 2.2 Performance Reviews.

The Executive Director's performance under this Agreement shall be reviewed by the Board on an annual basis or more frequently as deemed appropriate by the Board, at the Board's sole discretion.

### 2.3 Termination and Compensation.

(a) For Cause. The Association may immediately terminate this Agreement for cause before the end of its term. For the purposes of this Article 2, the meaning of the word "cause" shall include, but not be limited to: failure to perform the duties of the Executive Director as set forth in the Association's *Bylaws* and under this Agreement; performing any unauthorized act by which the Association shall incur liability; insubordination; dishonesty; fraud; physical or mental incapacity that renders Executive Director unable to perform the essential functions of the position with or without a reasonable accommodation; any conduct that, in a material respect, violates this Agreement or would harm or diminish the goodwill, reputation or public recognition associated or identified with the Association.

(b) Without Cause. Either party may terminate this Agreement without cause by giving the other party written notice of termination of at least sixty (60) days or pay in lieu thereof

If the Association terminates this Agreement without cause, it shall pay and provide to the Executive Director all salary and benefits through the balance of the term of this Agreement at the rate of the compensation in effect at the time of termination, but in no case shall such compensation or benefits be provided for more than six (6) months after such termination. However, if, during the six month period following termination, the Executive Director receives compensation from a successive employer that exceeds the rate of compensation he/she is receiving from the Association, the Executive Director/COO will not receive any further compensation from the Association. If the rate of compensation from the successive employer during the six month period following termination is less than the rate of compensation the Executive Director is receiving from the Association, then the Executive Director will receive in compensation from the Association the difference between the Executive Director's new compensation and the compensation the Executive Director was receiving at the time of his/her termination. If the Executive Director does receive compensation from a successive employer as provided in this paragraph, the Executive Director agrees to promptly notify the Association's

Board of Trustees of the amount of such compensation. If the Executive Director resigns his/her employment with the Association prior to the expiration of this Agreement, he/she shall thereby waive all compensation and benefits that would have accrued subsequent to him/her last day worked for the Association, with the exception of benefits routinely due any employee at the time of separation.

### ARTICLE 3. COMPENSATION AND BENEFITS

In return for performing the services hereunder, the Executive Director shall receive the following compensation and benefits:

#### 3.1 Salary and Bonus.

The Association shall pay the Executive Director a base salary at the annual rate of \_\_\_\_\_ (\$ \_\_\_\_\_), to be paid in accordance with the Association's payroll schedule and policies. The Board of Trustees shall review the Executive Director's salary on an approximately annual basis, and may, in its sole discretion, increase his/her compensation based upon a performance review by the Board. [The Executive Director will be eligible for an annual bonus ranging of up to \_\_\_\_\_ percent (\_\_\_%) of his/her base salary, as determined by the Board of Trustees, based on criteria jointly approved by the Executive Director and the Board of Trustees and subject to the availability of funds].

#### 3.2 Standard Benefits.

The Executive Director shall be entitled to enjoy all of the fringe benefits offered from time to time during the term of this Agreement to all other similarly situated Association employees having his/her length of service ("Standard Benefits").

#### 3.3 Additional Benefits.

In addition to the Standard Benefits, the Executive Director shall be entitled to receive the following additional fringe benefits under this Agreement for the term of this Agreement:

[add benefits if and as provided]

#### 3.4 Section 409A of the Internal Revenue Code

This Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and the interpretative guidance thereunder, including the exceptions for short-term deferrals, separation pay arrangements, reimbursements, and in-kind distributions, and shall be administered accordingly. The Agreement shall be construed and interpreted with such intent. If any provision of this Agreement needs to be revised to satisfy the requirements of Code Section 409A of the, then such provision shall be modified or restricted to the extent and in the manner necessary to be in compliance with such requirements of the Code and any such modification will attempt to maintain the same economic results as were intended under this Agreement. Each payment under this Agreement is intended to be treated as one of a series of separate payment for purposes of Code Section 409A and Treas. Reg. §1.409A-2(b)(2)(iii) (or any similar or successor provisions).

## ARTICLE 4. BUSINESS EXPENSES

### 4.1 Business Expenses.

The Association shall promptly reimburse the Executive Director for all out-of-pocket expenses reasonably incurred by him/her in connection with the performance of his/her duties under this Agreement (such expenses being commensurate with the office and position of the Executive Director hereunder), subject to the Executive Director furnishing the Association with receipts or other evidence substantiating claimed expenditures in accordance with the Association's policies and practices in effect from time to time. The Executive Director's right to be reimbursed for expenses incurred prior to the termination of this Agreement shall survive its termination.

## ARTICLE 5. OBLIGATIONS UPON DEATH OR DISABILITY

### 5.1 Death.

In the event of the Executive Director's death during the term of this Agreement, the Association shall have no remaining obligations under this Agreement except to the extent there is any earned but unpaid salary outstanding and/or to the extent Association benefits (as stated in Articles 3 and 4.1 above) are applicable.

### 5.2 Disability.

[If and as appropriate: The Executive Director is eligible for participation under the Association's short and long term disability policies, to the same extent offered to all other Association employees having his/her length of service for the Association. The disability benefits shall be paid in lieu of the Executive Director's then current salary, as set forth in Article 3, above.]

## ARTICLE 6. MISCELLANEOUS

### 6.1 Notices.

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if it is in writing and either sent by fax or delivered by hand, overnight courier, or certified or registered mail:

- i. If to the Executive Director at his/her last known residence address;
- ii. If to the Association at its headquarters office addressed to the attention of its President with a copy addressed to its General Counsel.

### 6.2 Waiver of Breach.

The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision, and failure to exercise any right arising from any default or breach hereunder shall not be deemed a waiver of such right, which may be exercised at any subsequent time. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced.

### 6.3 Headings.

Article and section headings are inserted in this Agreement only for convenience of reference and shall not be considered in the construction of any provision hereof.

#### 6.4 Arbitration.

[If and as appropriate: As a condition to employment pursuant to this Agreement, the Executive Director shall execute and agree to be bound by the Association's arbitration agreement.]

#### 6.5 Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of [state in which Association is located], regardless of the place of its physical execution and without regard to conflict of laws principles. Any suit permitted to be brought outside of arbitration pursuant to the Association's arbitration agreement shall be brought in the state or federal courts sitting in [city, state where Association is located], the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have *in personam* jurisdiction over him/her or it and consents to service of process in any manner authorized by [Appropriate State] law.

#### 6.6 No Discrimination.

[If and as appropriate: There will be no discrimination against any employee or applicant for employment because of age, race, religion, color, sex or national origin, or because the applicant or employee is disabled, a disabled veteran or a veteran of the Vietnam era. All provisions relating to Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act and U.S. Government Executive Order 11246 as amended and its implementing regulations will be followed.]

#### 6.7 Inurement; Assignment.

This Agreement shall inure to the benefit of and shall be binding upon both parties and their legal representatives, heirs, successors and assigns, including any corporate successor to or assignee of the Association by virtue of one or a series of mergers, consolidations, reorganizations or sales of all or substantially all assets of the Association. However, this Agreement may not be assigned by either party without the written consent of the other.

#### 6.8 Severability.

Each section of this Agreement is severable, and should any court or other governmental body of competent jurisdiction declare any provision of this Agreement invalid or unenforceable by reason of any rule of law or public policy, all other provisions hereof shall remain in full force and effect. If any severable provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if any such invalid or unenforceable provision were not contained herein; provided, however, that if any of the restrictions contained in Sections 1.3, 1.4 or 1.5 herein shall be deemed to be unenforceable by reason of the extent, duration or geographical scope, or in such other manner as otherwise required to make it enforceable, such terms shall be deemed valid and enforceable, and this Agreement shall be modified, to such extent as to render the terms valid and enforceable.

#### 6.9 Entire Agreement.

Except as provided herein, this Agreement constitutes the entire agreement between the parties and contains all agreements and understandings between them with respect to the subject matter hereof. By mutual agreement, the parties may amend the terms, covenants and conditions of this Agreement during the term of employment, provided that before any amendment is valid or effective it shall have been reduced to writing and signed by the Association and the Executive Director.

6.10 Survival.

The provisions of Sections 1.3, 1.4, 1.5, 2.3, and 4.1 and any earned but unpaid salary and Association benefits shall survive and shall be fully enforceable following the expiration of the employment term, any termination of the Executive Director's employment, or the expiration or any termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all as of the day and year first written above.

**[STATE DENTAL ASSOCIATION]**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Title: President

**[NAME OF ED]**

Dated: \_\_\_\_\_

\_\_\_\_\_

## Timeline for State Executive’s Performance Evaluation

Time Frame	Board Responsibility	Compensation Committee Responsibility	Action
<b>November-December</b>  <b>Note: Goal setting and evaluation process begins again each Nov.</b>	Set annual priorities and accept the annual performance goals for the next year.		State Exec presents next years’ goals to the Board or governing body. The State Exec goals incorporate annual priorities from the board and represent the highest level needs of the organization for the coming year.
<b>January-February</b>		Accepts the metrics to be used in measuring achievement of State Exec Goals for the <b>current</b> year.	The Compensation Committee (or governing body) reviews, modifies in collaboration with the State Exec, the success measures to be used for the current year for the purpose of State Exec performance evaluation.
<b>February-March</b>		Reviews State Exec performance for <b>prior</b> calendar year.  *Option: Hire a consultant to develop a 360 survey tool.	The Compensation Committee (or governing body) oversees the gathering of data on the State Exec performance generally by 1) using a 360 survey tool* sent to Board Members who have direct knowledge of the State Exec’s job performance, their direct reports, and any other key groups that interact with the State Exec and who have knowledge of their job performance and 2) reviewing the State Exec’s self-assessment of prior year’s performance with performance reports.
		Discuss performance evaluation.	Compensation Committee (or governing body) meets to discuss findings of the 360 survey and State Exec’s self- assessment.
		Meet with State Exec to discuss findings and make Board recommendations.	Compensation Committee (or governing body) meets to review findings of the 360 survey with State Exec and makes a Board recommendation related to any compensation adjustments in current year, based on prior year performance.
<b>March</b>	Board takes action on the Report from the Compensation Committee (or governing body).	Compensation Committee (or governing body) reports to Board of Trustees.	President, President-Elect, Compensation Chair together meet with State Exec to present feedback and action of Board. Compensation Committee. Counsel presents <u>written</u> Board Action to HR for processing.
<b>June-July</b>		Compensation Committee (or governing body) provide mid-year performance review of State Exec report to Board.	Compensation Committee (or governing body) meets with State Exec and reviews mid-year results against goals and success measures.

## Executive Onboarding Checklist

Time Frame	Executive's Milestone	Executive's Milestone
Pre-Arrival (Early Engage)	<p>Contact (preferably via telephone) your new Executive after HR has confirmed the new Executive start date.</p> <ul style="list-style-type: none"> <li>• Welcome Greeting to new Executive</li> <li>• Make yourself available to answer your new Executive's questions</li> </ul>	Review and complete onboarding materials
	Send an agenda for onboarding meetings taking place during the first week.	Review onboarding agenda
	<p>Schedule key meetings for your new Executive.</p> <ul style="list-style-type: none"> <li>• Clearly define the career path for your new Executive (discuss during the first week)</li> <li>• Prepare a list of projects on business issues the new Executive may face within the first 90 days</li> <li>• Discuss key issues/priorities</li> <li>• Overview of hot topics facing new Executive area</li> <li>• Provide operational plan</li> </ul>	Gather documents needed for the first week of work
First Week		
	Take the new Executive to lunch with key members of the team or other organizational leaders (if you/mentor is unavailable)	Attend lunch with Executive Director/Mentor/VP
	Introduce your new Executive to the senior team members	Meet and greet new team
	<p>Explain the work of your division/department, the new Executive's role and the working relationships</p> <ul style="list-style-type: none"> <li>• Review organizational chart</li> <li>• Describe the organization and its functions</li> <li>• Discuss core values and strategic goals</li> <li>• Review and discuss job description</li> </ul>	<p>Get acquainted with the organization culture and the mission and goals</p> <p>Gain understanding systems and resources</p> <p>Become familiar with job duties and responsibilities</p>

	<ul style="list-style-type: none"> <li>Explain how the Executive's job duties relate to the division/department mission and the organizational mission</li> </ul>	
Getting Acquainted	Identify key contacts the Executive should meet/connect with by the end of the first month; have administrative manager provide contacts and schedule meetings	<p>Get acquainted with your executive team and staff. Ensure the administrative manager is included in information on key meetings</p> <p>Conduct one-on-one meetings with direct reports to identify key issues</p> <p>Ask about preferred meeting frequency for updates &amp; information checkpoints and length/location; set-up initial meetings with business partners for first month or so</p>
	Discuss any key milestone or deliverable needed in the first 30, 60 and 90 days (as relevant)	<p>Get familiar with your workspace, electronic equipment, daily basics (supplies, printing, etc.)</p> <p>Discuss any key milestone or deliverable needed in the first 30, 60 or 90 days (as relevant)</p> <p>Become familiar with Outlook calendar features</p> <ul style="list-style-type: none"> <li>Set-up Outlook distribution list</li> </ul>
Week 1-4 (Getting Acclimated)	Hold second key issues identification discussion; include informal discussion about how well the executive feels they are getting acclimated.	<p>Identify the relevant volunteers and obtain contact information; conduct first email or telephone greeting with Executive Director. Resources include:</p> <ul style="list-style-type: none"> <li>Roster and information on board members; may make contact with President and President-Elect, council or committee chair.</li> <li>Roster of current year volunteers, and their roles, for council groups or committees for which you have oversight, typically make contact with the Chair or Vice Chair</li> </ul>

Week 1-4 (Getting Acclimated)	Begin in-depth knowledge to help new Executive build their team, if you have direct reports <ul style="list-style-type: none"> <li>• HR can provide access to prior performance reviews</li> <li>• Help Executive become familiar with Performance Management organizational resources</li> </ul>	Make acquaintances internally: <ul style="list-style-type: none"> <li>• Your mentor (supplied by your hiring recruiter)</li> <li>• The attorney(s) who support your division's legal matters</li> <li>• The technology service center (IT Help desk staff)</li> <li>• One-on-ones with key peers (in your division or across divisions)</li> </ul>
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## Interview Tips

Hiring the best candidate for each and every job is a goal all employers share. A critical part of the hiring process is the personal interview. While you, as an interviewer, would like to have all the information you can obtain from a candidate, you must avoid asking any question that may be considered discriminatory.

As you are aware, decades ago many federal laws and also some state laws passed that pertain to the questions an interviewer may ask. Yet job candidates today might still be asked questions that are illegal. The costs for an employer to defend itself against a claim of illegal employment discrimination are significant. Accordingly, you, as hiring managers, need to know how to conduct lawful interviews. This document provides that knowledge.

### Interview Do's

- Once the list of job-related interview questions is created, use it consistently for all applicants for the same position.
- Try to first put the applicant at ease with introductory and welcoming remarks.
- Ask open-ended questions which focus on behavioral descriptions rather than simply "yes or no" questions (i.e. have them describe a work situation in which they handled stress well rather than just asking if they can "handle stress well").
- Listen; don't do all the talking.
- Stay away from questions that have more to do with personal lifestyles than job experience - phrase the question so that the answer will describe on-the-job qualities instead of personal qualities - if the question is not related to performance on the job, it should not be asked.

## Interview Don't 's

The chart below displays acceptable and unacceptable inquiries. However, in almost all instances, the following topics should be avoided in an interview.

### Acceptable and Unacceptable Inquiries for Interviews and Employment Applications

<b>Topic</b>	<b>Acceptable</b>	<b>Unacceptable</b>	<b>If Unacceptable, What Is the Reason?</b>
Age	If age is a legal requirement, can ask "If hired, can you furnish proof of age?" or a statement that hire is subject to age verification.	What is your date of birth?	Could be viewed as age discrimination
Attendance/Reliability	What hours and days can you work?	How many children do you have?	Could be viewed as discriminatory toward females
Attendance/Reliability	Are there specific times that you cannot work?	What religion are you?	Could be viewed as religious discrimination
Attendance/Reliability	Do you have responsibilities other than work that will interfere with specific job requirements such as traveling?	What are your child care arrangements?	Could be viewed as discriminatory toward females
Attendance/Reliability	Do you have a reliable method of getting to work?	Do you own a car?	Could be considered racial discrimination
Citizenship/national origin	Are you legally eligible for employment in the United States?	What is your national origin? Where are your parents from?	Could be considered national origin discrimination
Citizenship/national origin	Have you ever worked under a different name?	What is your maiden name?	Could be considered national origin discrimination
National origin	None	What is your father's surname? What are the names of your relatives?	Not only are these irrelevant, but they could be considered national origin discrimination

Arrest and conviction	Have you ever been convicted of a felony? *Please see note below for additional guidance	Have you ever been arrested?	Could be considered racial discrimination
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Disabilities	Can you perform the duties of the job you are applying for?	Do you have any disabilities?	Could be considered discrimination against people with disabilities
Disabilities	None	Have you ever filed a workers' compensation claim?	Could be considered discrimination against people with disabilities
Disabilities	None	Have you ever been injured on the job?	Could be considered discrimination against people with disabilities
Emergency contact information	What is the name and address of the person to be notified in case of an emergency? (Request only after the individual has been employed.)	What is the name and address of a relative to be notified in case of an emergency?	Could be considered national origin discrimination and could possibly violate state anti-discrimination laws relative to sexual orientation
Credit record	None	Do you own your own home?	Irrelevant and could be considered racial discrimination
Credit record	Credit references may be used if in compliance with the Fair Credit Reporting Act of 1970 and the Consumer Credit Reporting Reform Act of 1996	Have your wages ever been garnished?	Irrelevant and could be considered racial discrimination
Credit record	None	Have you ever declared bankruptcy?	Irrelevant and could be considered racial discrimination
Military record	What type of education, training and work experience relevant to the job did you receive while in the military?	What type of discharge did you receive?	Irrelevant and could be considered racial discrimination
Language	What languages do you speak and write fluently? (if the job requires additional languages)	What is your native language? How did you learn to read, write or speak a foreign language?	Could be considered national origin discrimination
Organizations	Inquiry into an applicant's membership in organizations that the applicant considers relevant to his or her ability to perform the job	List all clubs, societies and lodges to which you belong.	Could be considered racial or national origin discrimination

Race or color	None	Complexion or color of skin	Could be considered racial or national origin discrimination
Weight, height, eye color	Only if there is a bona fide occupational qualification		Could be considered racial or national origin discrimination
Religion	Only if there is a bona fide occupational qualification	What is your religious denomination, religious affiliations, church, parish, pastor? What religious holidays do you observe?	Could be considered religious discrimination
Gender	Only if there is a bona fide occupational qualification	Do you wish to be addressed as Mr., Mrs., Miss or Ms.?	Could be considered gender discrimination
Previous and current addresses	What was your previous address? How long did you reside there? How long have you lived at your current address?	Do you own your own home?	Could be considered racial or national origin discrimination
Education	Do you have a high school diploma or equivalent? Do you have a university or college degree? (if relevant to job performance)	What year did you graduate from high school or college	

### **Volunteered Information**

Even when you ask only legal questions during an interview, you may receive information you would prefer not to know from applicants who make such a disclosure voluntarily.

For example, an applicant may disclose that she is pregnant and will need time off for childbirth if she is hired.

The best way to handle this situation is not to pursue it and not make any note of it. Just as you should ask only job-related questions, you must disregard any information the applicant voluntarily discloses that is *not* related to the job.

### **Consistency**

To be sure that you obtain the same information from all candidates for a position, it is important to prepare and consistently use the same questions for each interview and follow a structured interview process.

Doing this will help ensure that you treat all candidates equally and fairly and help you avoid any complaints of illegal discrimination.

## Performance Plan

**To: Employee**

**General Comments:** THE WHY?

Other Sample Wording – there are opportunities for improvement in order to meet organizational goals and deliverables. There are interdependencies within the organization that are directly linked to key initiatives.

THE WHAT? [What opportunities were missed thus far - include an open assessment of those areas – including this will be fair and allow an opportunity to change]

The HOW? [This is a very important section. Use the job description as one tool to outline what the goals will be and how the Work Plan will help meet these goals and objectives. Focus on desired outcomes here. Objectives should be noted on the chart below. These are deliverables that can be checked off with due dates. This is the heart of the Work Plan. Make sure all objectives are SMART - *specific* (specific enough for clear understanding), *measurable* (outcomes are targeted results), *achievable* (what can be done), *relevant* (is the objective important and linked to strategy – make sure the objectives are relevant, if not it is difficult to meet outcomes) and finally, *timeline/timetable* (how long will it take to meet objectives and report on outcomes/deliverables).

What are other resources or who might contribute to assist the employee in meeting these goals? Are there secondary “owners” of the goals/objectives? See sample table below:

Objective/Issue Priority	Observation	Expectation/Action Steps	Owner/Secondary Person Accountable (if needed)	Due Date

**The Goals:** To improve performance and deliver results.

**Action Plan Summary:** [We will meet weekly or bi-weekly – you can decide.]

Discuss potential “blockers” or constraints to meeting objectives and the Work Plan. Come to a consensus as to what those are and tweak the Work Plan as needed.

## Performance Memo

**To: Employee**

**Introduction** – [*Recent history* – Specifically, include any information such as a recent memo received regarding any performance issues or performance discussions.]

**Current Update** – [*What is going on now?* Give a status update. Example – There have been several issues noted. “You are not meeting expectations and your job performance in these areas is still unacceptable.” Be specific about the changes you want to see in performance immediately—give examples.

**Final** – [List a regularly scheduled meeting time to assess performance. Example – We will meet on a bi-weekly basis to review the status of your projects. If you have any questions, please let me know.]