

WALKING  
*on*  
THIN AIR



A Manual for  
Colorado Managers  
in Transition

Colorado City/County Managers Association

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Colorado City/County Managers Association

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## Preface

*... see here how everything lead up to this day,  
and it's just like any other day that's ever been.  
Sun goin' up and then the sun, it goin' down—  
shine through my window  
and my friends, they come around ...*  
—**Robert Hunter**

The Colorado City County Managers Association (CCCMA) has been very active in supporting those in transition and has developed a number of programs and resources for those who may wish to use them. This manual is one such resource. While aimed at Colorado managers, virtually everything in here can be of use to managers anywhere.

The Transition Committee reaches out to those who are in trouble or for whom “the bell has already tolled” with support, advice, solace and encouragement. They have certainly done so for me, even as I continue on as a member of the Transition Committee. Being on the committee keeps me in the loop, and I can certainly speak from the perspective of not only one who has been there, but who is still there.

I have had any number of conversations with managers and their spouses about the topics of termination and transition over the years. Their thoughts, ruminations, laments, insights, and observations form most of what is in this manual. In a very real sense, this book is an ongoing collaboration of many people in the business. My hope is that other managers and their spouses in transition will have the chance to add to this as time goes by and make this a compendium, rather than just a manual.

There are an awful lot of great people in this profession, as anyone who has worked in it for any length of time knows. I count a good many as my friends. This manual is a small way to thank them for staying in touch, and to “pay forward” for those whose transition is still but a possibility.

Finally, I owe unspeakable amounts of thanks and gratitude to Vicki, Jordan, and Stewart. They have indulged me as necessary, humored me when appropriate, and loved me always. As I do them.

*Bill Ray*

*Cortez, Colorado*

*January 2000*

# *Introduction*

## *About the Transition Program*

At the 1997 CCCMA Annual Meeting, the membership unanimously approved implementing the recommendations of the Transition Committee. Those recommendations call for establishing a number of support programs for members and their families who are either in transition or threatened by transition. The Transition Program activities are included as a part of the yearly CCCMA budget, and the Transition Committee continues to meet and determine additional services and programs that should be offered to those between jobs.

There are a number of services and programs currently offered to CCCMA members through the Transition Committee:

- Outreach to managers and their families by Transition Committee members and the Range Rider when termination is imminent.
- Waiver of registration fee and availability of stipend to attend the CCCMA Winter and Summer conferences. The Metro Managers Group also welcomes those in transition to attend their monthly meetings.
- Discussion of transition issues as a permanent topic at the Winter Conference.
- Availability of Employee Assistance Program services to members and their families.
- Library of employment contracts, exit agreements, and other useful reading material is available through the Colorado Municipal League.
- The Transition Committee also encourages all managers to keep those in transition in mind when they have need for short-term, interim, or project-specific management needs within their organization.
- And, of course, this manual.

The Transition Committee is an ongoing collaboration involving managers and their spouses. If you wish to become involved, please contact the Colorado Municipal League or let a CCCMA Board mem-

ber know of your interest. Any thoughts that you have on what other services, efforts, or programs should be offered for those in transition is also appreciated.

### *About the compendium*

This manual discusses the transition process primarily from the perspective of the manager. Equally important is the impact and consequences of termination to the spouse and family. As Lee Merkel points out, being a manager's spouse is very much like being in the passenger seat of a car careening down the road. The view is the same as the driver's, the impending disaster looming through the windshield is just as visible, but there are no pedals to push or wheels to turn for the passenger. And the crash hurts just as much.

This is a call to all those who wish to share their experiences, emotions, thoughts, and insights about termination, transition, and its attendant effects on the manager's family. Please submit your contribution to the Transition Committee at any time. These will be gathered in the form of a compendium that will serve as a companion piece to this manual for future editions. The manual and the compendium will also be available via the Colorado Municipal League website ([www.cml.org](http://www.cml.org)).

### *An obligatory disclaimer*

This manual has been a long time aborning. Many people have threatened to write this over the years, but they all had jobs and never really had the time. In the end, it took someone who was in transition to have the time to write about being in transition. I guess I was elected.

A special note to all my friends working as county managers, assistant/deputy managers, special district administrators, and other fellow travelers—know that this manual is for you as well. As you will see, the manual is written from my vantage point as a city manager. No slight intended, it was just easier that way.

My deepest appreciation goes to the Transition Committee for suffering through this creative process with me. They all had more faith than I did that I would actually write this manual. It just shows the power of creative visualization. Several dozen managers, spouses, and friends have had the chance to review and suggest improvements for this document. I won't mention all the names, but my thanks to all; it is a better document because of you. The remaining blemishes and rough spots remain mine alone.

## *The Edge Draws Near*

*No manager is worth a damn  
until they've been fired at least once*  
—**E. Robert Turner**

**M**y guess is that you are not reading this for fun. It's not a fun time right now. You think you are going to lose your job. Or you already have. You are tense, nervous, angry, confused, guilty. You don't know what to say to your family, your friends, your staff, or well wishers. You can't imagine how things got to this point. You have no idea what to do about it, or what the future has in store.

A lot of managers believe that getting fired is something that happens to other people, and they are right. It does. More to the point, a lot of managers believe that getting fired is something that will never happen to them. I hope they are right. This manual is for the rest of us.

Bob Turner's quote is cold comfort for those of us who have been in that situation. Times like this can be demeaning, frustrating, confusing, and scary. I know. I've been there. On the other hand, being fired can be one of the most liberating, meaningful, and wonderful experiences of your life. I've been there, too. The choice, in the end, is really yours to make.

Being fired is sometimes likened to being pushed off a cliff. Thus, the title, *Walking on Thin Air*. It is certainly not the easiest attribute to acquire, and no one I know seeks opportunities to practice this rather obscure skill. Still, we all know people who have managed to make their transition a positive and productive experience, people who have managed to make it to the other side of the abyss in rather fine shape and with seemingly effortless grace. As with many things, the best way to negotiate the tricky paths across the chasm is to be prepared. My hope is that this booklet will help you on your way.

It is not the purpose of this manual to provide a comprehensive look at all the issues and consequences of being fired from your local government management job or how to apply for a new one. There are any

number of publications that do a pretty good job of that. Rather, the objective of this document is to give you a place to start from, some basic pointers about the first moments of your trip onto thin air, and some hints on how to make it to the other side.



There are cases where the manager truly does not see that he or she is in trouble and is completely blindsided. More often, however, it is more a case that the signs were misread or, more ominously, ignored. This is a pretty consistent human tendency. The business of city management is always rough and tumble, with a fair (and increasing) amount of rancorous discussion of issues as a part of the milieu. Differentiating between the normal negative “noise” in the community feedback system and truly negative, threatening information is tough even in the best of times.

If you have even a thought that things are even weirder than usual, take a few minutes (BIG HINT—right now would be fine) to review your family finances, your employment agreement, and the ordinance or charter provision establishing your position. Be thoroughly familiar with the terms and conditions of all documents relating to any aspect of your employment—it may be critical in making sure you come out of all this in the best circumstances possible.

The forces of disequilibrium can come from anywhere, so if you have been kind of twitchy without knowing why, you may want to check out the following:

- Has there been a community issue that just won’t go away and always seems to have your name associated with it?
- Is one (or more) of your elected officials seemingly determined to do anything to embarrass and frustrate you?
- Is the editor of the paper after you?
- Are you (or your position) the issue of the upcoming election?
- Is this an honest difference of opinion between you and council, or is there a power play going on with you as the football?
- How many votes can you count to—really?
- Are your elected officials meeting without you?
- Is the press an ally or an enemy?



I hope you are reading this because you are in trouble but have not yet actually had to walk the plank (a favorite first step into thin air). The single most important piece of advice I can give you is **REVIEW YOUR EMPLOYMENT CONTRACT, THE CITY CHARTER, THE ORDINANCE CREATING YOUR POSITION, THE PERSONNEL POLICIES, PERTINENT STATE STATUTES, AND ANY OTHER LEGAL DOCUMENT PERTAINING TO THE TERMINATION OF THE MANAGER.** If you do not have an attorney, contact one you are comfortable with, preferably one who has some experience in labor law.

Maybe you don't think it is worth the expense to hire a lawyer, or your contract is so ironclad that it will be impossible for the elected officials to wiggle out of it. Don't kid yourself. You are the last person in the world you want to have representing your interests to your bosses right now. The elected officials have gotten themselves pretty worked up if they are contemplating letting you go—you are best served by giving them a fresh face to look at while this sorts itself out.

As a personal aside, I believe that having your attorney from another community, fairly distant, is to your advantage. They will be disconnected from the local political landscape and chances are they will be more objective with both you and your (soon-to-be-ex-) bosses. Put him or her on stand-by, and send the documents I have listed above for a thorough review. Follow up with a phone call or visit as soon as the documents have been received to see if you can offer any additional insights or report on the latest maneuverings. As Woody Allen said, "Ninety percent of success is showing up." In this case, make sure you know what you want to have happen (more on that in the next chapter) and your attorney understands what you are seeking as the end result. Clarity of purpose counts.



Perhaps you are at the point where you can see the edge but haven't been pushed off yet. You think you might have a couple of months before things come to a crisis point. While you may feel an overhanging sense of inevitable doom, there are a number of positive actions you can and should take. Here are a few ideas:

- Maybe things are salvageable. Certainly the possibility should not be overlooked. We all have had times where relationships

with elected officials get a little rocky, but it may just take extra effort to work things out. As in any relationship, it takes two to tango, but putting even more energy toward keeping your bosses happy is almost always easier than trying to find a new set of bosses. Individual meetings with your elected officials may give you insights. A facilitated discussion may provide the forum to get issues addressed. There are always retreats, goal-setting sessions, or your evaluation. One manager I know was able to turn around a bad situation by having his council develop a detailed set of tasks for him to have accomplish in six months, with the understanding that satisfactory completion meant he would retain his position.

- ❑ Call the CCCMA Range Rider or a trusted colleague for thoughts, advice, or solace. It is sometimes amazing how someone a bit removed can provide an idea or insight that you couldn't see because you are so close to the issue.
- ❑ It's never too early to begin looking for a job—based on the old adage that the only time to find a job is when you have one. Ask your peers, stay in touch with the staff at CML, read the CML *Jobfinder* and the ICMA newsletter. If you are in the Denver metro area, a number of cities have their own jobline you can contact directly. Call headhunters and let them know you are in the job market and available—they are always looking for good candidates and can offer guidance and insight into the qualities councils are seeking these days.
- ❑ Update that resume. Better yet, write several versions emphasizing your various strengths—one highlighting budget and finance, another accentuating project management experience, etc. Consider sending one or two off for a job that may not be exactly what you want but may get you a chance to interview. The opportunity to brush up on your interview skills may well be worth it.
- ❑ Take some time to review your personal and family goals. Talk with your spouse (partner, significant other) and your kids about what is important in your lives. Define the ideal house, the perfect neighborhood, the primo climate, the funnest thing you've never yet done, the part of the country you like best and why. Use

those goals as a touchstone for whatever job you are contemplating.

- ❑ Spend awhile revisiting your long-range career plans. You might consider being an assistant or a department head in a larger community. You may want to pursue something government-related but in the private sector, like consulting or project management. Several former Colorado managers have made that change and been quite successful at it. Being a headhunter, teaching at grad school, going into business for yourself, being a writer—these are all possibilities that you have a golden, and limited, time to investigate before you are “launched off” in a new direction. If you have the luxury of pursuing your alternatives before you are shown the door, you will have a much easier transition, because you already know where you are going.
- ❑ The Internet has made all of these items absurdly easy to accomplish—staying in touch, starting job searches, acquiring sample resumes, reviewing family finances, and a whole host of other activities. If for any reason you are not computer literate or do not already have an e-mail address, do not hesitate to change that situation immediately. If you do not have a computer, you can go to virtually any library; they all have Internet access. There are any number of ways to acquire a free e-mail account. Go do it right now.
- ❑ At the annual ICMA conference, there is periodically a panel on “life after city management.” If you know former managers who are now in a different field, by all means talk to them. I attended a panel at the 1997 Vancouver ICMA conference that had former managers now working as a college administrator, state municipal league director, a national airline vice president, and a headhunter. There are many career choices if you are willing to go after them.



My advice to you in this situation is to prepare yourself and your family for the acrobatics that are about to begin. There is going to be lots of anger, confusion, and frustration sloshing around in your house; especially for your spouse, who is every bit as impacted as you but has

far less control over the situation. Don't skimp on your time with each other—you can't talk to each other too much right now.

Tell your family about what is going on at work. Frequently. Your kids, especially, deserve and need to know that their lives are going to be different for awhile, perhaps quite awhile. Review your family finances and agree on what you need to do in order to be ready when it's time to fall or float on your own.

You need to talk about how it will be in the coming weeks and months. If your situation is anything close to usual, your family is probably being slowly but surely ostracized. After you get your walking papers, all of you will simply be erased from the minds of many in the community. Your kids will hear about what a bad and awful person you are from their classmates at school. Your social calendar will be suddenly wide open. It's like you have developed a communicable disease (job terminitus), and people fear they will catch it from being too close to you.

This is a hard time. Know that you and yours are going to have a series of emotional challenges to overcome. It is ironic how a walk on thin air can produce such a rocky ride. But you will also have the chance to strengthen your ties to each other in ways that would otherwise never occur.

If you know other managers who have gone through a firing, or even a close call, give them call and talk to them. Have your spouses talk to each other. The CCCMA Transition Committee exists to provide support for you and your family in this most stressful of times. Call the Colorado Municipal League at:

1144 Sherman Street  
Denver, Colorado 80203.  
Phone: 303-831-6411  
website: [www.cml.org](http://www.cml.org)

Let them know what is going on. (Right now would be a good time.) The League will let the Transition Committee know your status, and that should start the ball rolling.

An Employee Assistance Program is available through CCCMA if there is none available to you at your present place of employment. (Call PRO EAP at 800-865-1044). It is there to be utilized by you and your family members. Please feel free to do so.

## *An Interlude*

“Hi, honey. I’m home.”

“Dear, it’s 2:30 in the morning. Can’t it wait until breakfast?”

“Well, actually not. I just wanted to share the good news that all those household projects you’ve been bugging me about are going to get my full and undivided attention starting next week.”

“Why’s that?”

“Because I’m going to need something to do while I am looking for where we are going to be living next.”

“WHAT?????????”

While this is not quite the conversation I had with my spouse when the ax fell, it is reasonably close. In my particular case, it was clear from the last election that the political winds had shifted, and in a manner not favorable to me. There was an uneasy truce with council for about eight months, until the time of my annual performance evaluation.

It was certainly a clue when, to start the evaluation, the first words of the mayor were, “We would like to discuss this among ourselves before meeting with you, and Mr. City Attorney, would you join us please.” About four hours later (the evaluation started at 10 p.m., following a regular council meeting), I was told that my services were no longer required by the city. So I went home and had my version of the conversation quoted above.

While the timing was a surprise to me, the reality of council’s ultimate goal to discharge me was not. That was pretty much a given after seeing who won in the spring election. Anticipating that such an outcome was possible, perhaps even likely, I had spent a considerable amount of my political capital the previous winter renegotiating my employment agreement with the council then seated. It was the best decision I made that year, even though the negotiations themselves became a minor campaign issue in the election. I firmly believe that it gave me that extra eight months at work and an extra three months of severance.

When the ax falls, things will happen swiftly, and you need to be as ready as you can.

## *The First Step is a Doozy*

**R**egardless of whether you saw it coming or not, the critical time is the first 24 hours after your council or board has made its decision. This short time frame will probably have more impact on your immediate future than anything else you do in your whole transition. Once it is clear that you are going to be terminated, your whole concentration and effort must be to focus on one objective—taking care of yourself and your family by making the best exit agreement possible.

Putting your own well being first is hard to do if you are like most of us in this business. You want to take care of the staff, make sure that your projects are on track, figure out how this can make the least impact on the community, etc. Forget about all that. It simply is not your problem anymore. All those things will sort themselves out in due time. While they may not get done as completely, or efficiently, or elegantly as you would have done them—they will get done.

**BEWARE!!** You will want to defend yourself and your actions. You will want to respond to the outrageous statements and half-truths that your council or board members have uttered in defense of their decision to get rid of you. You will want that public hearing to tell the community the real truth about what has been going on. It may prove satisfying to hold that public hearing, ask for the list of charges, have your say, rally your supporters, and have a fine ol' donnybrook. Think twice, then think again.

None of that is going to pay your bills for the next little while, and that is the key concept you must stay focused on during the first 24 hours after the bombshell drops. Don't rush to judgment. This is why you spent the time to have your attorney already up to speed on your situation. Talk with him or her before you take an action, any action. Is it worth it to act in haste so you can repent at your leisure?

Here is the real situation. You have somewhere between one and three days to position yourself financially for the indeterminate future until you get another job. Again, all of your energy must go at once to accomplishing this objective and nothing else. Here's my punch list:

**FIRST:** Again review your employment agreement, the city charter, the ordinance creating your position, and any state statutes that may pertain to your position. If you are like most managers, you are in an at-will position, but sometimes you will find that you have additional legal protection in the form of one or more of those documents—check especially to see if your contract incorporates some or all of the municipality’s personnel policies by reference.

**SECOND:** Make no formal or informal agreements to ANYTHING, including resigning, until you have had a chance to talk with your attorney. Your attorney, not the city attorney (or county attorney if you are a county employee.) Remember, the city attorney may be a good person, may even be a good friend of yours, but the city attorney—from the instant the council has made its decision to jettison you—does not work for you and will endeavor to represent the best interest of the city, which may or may not coincide with your best interests.

**THIRD: MAKE NO PUBLIC PRONOUNCEMENTS.** No hasty press conferences, no letters to the editors, no talk radio shows, no verbal haranguing in front of the staff. Nothing. No matter how good you think it will make you feel, it cuts out your negotiating room and will harden resolve on the other side. If you feel bitter and hurt, show them what professionalism is all about. Take the high road. Give them nothing to feed on. It will enhance your reputation and drive them nuts. As a general rule—even if procedures were not followed, even if there was an illegal executive session, even if you can prove it all beyond a shadow of a doubt—probably your best bet is to use that as leverage in your negotiation.

**FOURTH:** Unless your elected officials were extraordinarily conscientious, there has been some procedural error they committed in the course of giving you the boot. Trying to use that error to keep your job is probably a strategic mistake. If they don’t want you there, you don’t want to be there. My suggestion is to let your attorney know the situation. Use the fact of that illegal executive session or lack of specific charges or improper notification as leverage in your exit agreement negotiation.

**FIFTH:** An exit agreement, like much in politics, is about the art of the possible. Think about what it is (besides money, of course) you will need in the course of your transition to the next job. It is almost impos-

sible to provide any specific guidance on what or how much to ask. So much depends on the political context you find yourself in at the moment. I have included my exit agreement as an appendix, for what it is worth. In my case, it simply implemented the general terms already agreed to in my employment contract, but there were some quirky details that needed to be worked out. I have also included my employment agreement as a reference. These are not model documents by any means, but they do represent about 10 years of research on my part, and they worked for me. They can work for you, too. You can also call the Colorado Municipal League (303-861-6411) and ask for their library of employment contracts and exit agreements.

**SIXTH:** Understand the benefits you are entitled to, even if you are no longer employed by the city. Get what you can get; in many ways the benefits are more important than the cash settlement. COBRA registration deadlines are especially important to understand in order to keep continuous medical insurance coverage for you and your family while you are floating toward your next job.

**SEVENTH:** Also, think about the tax consequences of whatever you agree to. A lump-sum payment of six months severance pay issued on December 28 (which almost happened to me) would have had catastrophic tax implications in my situation. Talk to an ICMA representative before deciding to cash in that 457 retirement plan. Their timelines are very tight (within 60 days after termination), and the decision is irrevocable.

**EIGHTH:** When it is time to go, do so. Hand in the keys, clean out the office, walk out the door, and don't look back. As tempting as it is to engage in anger and vengeance, your job is to think about the future. You will have plenty of time to relive the past. Be a professional to the very end. Reflect on the accomplishments you have achieved and the progress the community has made during your tenure.

**NINTH:** Contact the Colorado Municipal League and tell them your situation. Someone from the CCCMA Transition Committee will be in contact with you. Also, call ICMA and let them know you are in transition. They will send you a care package and let folks know through the newsletter. I received some touching and heartwarming letters, several from managers I had never met, after my name was published as "in transition."



**TENTH:** Talk to your friends, your colleagues, your CCCMA Range Rider, your minister, or someone else you know and trust, and who will hold your conversation in confidence. The Range Rider program is one that CCCMA and ICMA have jointly sponsored for many years and one that I have found particularly helpful. Take advantage of your employer's Employee Assistance Program, or utilize the EAP being provided by CCCMA (Call PRO EAP at 800-865-1044). The EAP can provide you and your family members a place to safely vent freely, and not at each other.

That should keep you busy for a week or two.

## *The Second Step takes a Big Stretch*

**T**erminations are extraordinarily stressful events for you and your family. In many cases—especially if there has been a long buildup leading up to being fired—one of the first emotions is relief. It is all finally over, and you won't have to sit through any more of those contentious, withering meetings where you have constantly been in the crosshairs.

There is likely a whole gamut of emotions you will go through in the first weeks of your new avocation of suspended animation. You will likely be in a state of slight shock and unreality, as if all this was happening to someone else. It may feel very uncomfortable to go out of the house. Midnight grocery shopping suddenly becomes appealing.

It's OK to indulge yourself for a bit. Sleep late. Eat ice cream for breakfast. Get a massage. See an afternoon matinee. Go to the museum. Take a long bike ride. Stuff like that. But do keep in mind that it is just an indulgence, not the start of a new lifestyle. You will want to begin building up a new routine within a couple of weeks. Meanwhile, you deserve a break, so take it.

Folks will want to talk to you. Don't shut them out. It is important to remember that you are not a different person, you just happen to be between jobs at the moment. You are going to have those down times—call a friend, a relative, someone you are close to and tell them what is going on with you.

Things may get especially tense around the house for a while. You have been used to being the boss. Your family doesn't look at you as being the boss; you are just one of the family. They are not going to jump at every suggestion you make. It may make you cranky that they don't, and they may get cranky because you expect them to.

The kids may not know what to do make of you being around the house in the afternoon when they get home—it will seem odd to them. Money issues may start to dominate the household conversation, even over relatively minor purchases. Emotional flare-ups may emanate

from any family member at the drop of a hat. Be aware of that and try to cut everyone a little extra slack. All the family is uncertain and nervous about what is going to happen next. Be kind.

If at all possible, get out of town for awhile. You don't have to go to Costa Rica (although it is a pretty nice place to go). If you live in the mountains, go to the city. If you live in the desert, go to the mountains. It doesn't have to be far, or even for long, but a change of scenery will do you good. When you get back, you can start thinking about the future.

## *Where's the Net?*

**A** month or two has passed. You've had all the phone calls of concern. You've read the letters to the editor praising and damning you. Your colleagues have called and offered their support and understanding. People have been kind and said kind things about you and your family and the difference you have made to the community. It's been rewarding and gratifying. (It also makes you wonder in your more cynical moments where were all these people were when you needed them.)

The shock is wearing off. You really and truly do not have a job any more, and chances are you don't know when you will have one again. You are having a hard time focusing on what happens next. Your life, which so recently was so busy, is now a big blank.

Your job is to fill it up again.

There are a number of books and articles out on time in transition (I have listed some that I have perused in Appendix A). I have found them all to be useful to me. If you have any interest in what other managers have contemplated or concluded about their transition, I commend them to you. Without taking away from their message, some of the lessons I learned after reading them are:

- Take time out to get in touch with yourself and what is important to you. Understand your goals and motivations. Know what makes you happy and go after it.
- Enjoy the time this opportunity has given you to get closer to your family. Get involved at school, be a coach for your kid's team, take the family cross-country skiing, go camping. There's a lot you can do that doesn't take a lot of money. It's the time that is important.
- Take up activities that will improve your life, and you, in some way. Explore a hobby, take up golf, play with the kids, write a book, garden, read the ten books you always wanted to but never had time, become a gourmet cook, travel, take up body-building, be a volunteer, do SOMETHING with your time besides mope around the house and watch TV all day.

- ❑ If you don't have a new job, don't move. It's expensive, stressful, and an energy-drainer. Stay involved in the community. Just because you are not the manager doesn't mean you resigned your citizenship. Play in the softball league, go to that Rotary lunch, take your turn driving the kids to a soccer meet. You didn't lose your life, just a job.
- ❑ You need to stay in touch with your friends, especially those in the business. The phone calls from other managers will drop off dramatically after the first month. It's not that your colleagues don't care, they just have to get on with their lives as well. So call them. Stay in touch about current issues, and remember: you are still a city manager if you say you are.
- ❑ As with any wirewalker, your ultimate protection is the net(work) you have created throughout your career. Build it, maintain it, and then use it when you need it—like now. After all, that is what it is there for.

My strong recommendation is to search out every opportunity you can find to have some face time with your colleagues. Stay in touch with the CCCMA Range Rider. If you are living in the metro area, go to the metro manager meetings. Drop by the CML office and have the staff give you an update on what is happening statewide. CCCMA offers scholarships to attend both the winter and summer conference for managers in transition. Take advantage of it. It will give you an opportunity to maintain that network and find out the latest skinny on new job opportunities. I especially encourage you to take you and your family to the summer conference held at the YMCA of the Rockies. It is a wonderful facility for the entire family and a great chance to spend time with other managers and their families.

A friend of mine pointed out that an actress is always an actress, whether she is on Broadway, or doing voice-overs for commercials, or just waiting tables—because she says she is one—and everyone accepts her as being an actress. I suggest the same thing is true of managers, regardless of whether or not they are employed by a local government at the moment. If you believe in this statement, it helps others immensely to believe it about you.



I think it is also important to take some time to reflect on the gifts received from your most recent experience. You worked hard there and it shows in the improvements that you were able to accomplish for the community and within the organization. Now that you have a little distance from it, you should take this chance to have an honest look back on your performance. Ask yourself questions like:

- Out of everything that happened, what skills or attributes served me well over the course of your tenure?
- What new skills did I acquire?
- What lessons have I learned about project management, public speaking, consensus building, conflict management, goal setting, etc.?
- What were the biggest frustrations? What can I do, or what skills will I need, to avoid or minimize that frustration next time around?
- If I had it to do over, what would I do over?
- What are my biggest weaknesses? What will I do with this time to improve upon it?
- What was the most fun? What will I do to replicate it next time around?

And other questions in the same vein. I am not suggesting this as a formal writing exercise, but it is important to sort through the experience you have just had and cull out the good, the bad, and the strange. Take the time to learn from yourself. It's not often in life that you get chances like this.

## *'I Sure Don't Know What I'm Going for, But I'm Going to Go for It for Sure ...'*

**I**t's been four or five months now since you've been let go. By now, you have had a chance to look at a lot of things for a living. Some you tried and didn't like as much as you as you thought you would. You might have applied for a couple of positions and didn't make it. Things are getting boring, and perhaps even a little scary. This is no time to give up. In the immortal words of Hunter S. Thompson, "When the going gets tough, the weird turn pro."

Maybe you are in the fortunate situation of having a good severance package that allows you the luxury of considering many options. Maybe you didn't get anything at all, or you are somewhere in between. No matter what the particulars of your situation, there are some universally good rules-of-thumb to follow. Here are a few tips I've gleaned about job hunting during my time spent strolling over the chasm:

- ❑ Be clear about your professional expectations and **STICK TO THEM**. It is awfully tempting to be out of work for six months and grab the first job offer that comes by, regardless of how it fits with your established goals. My advice is: don't do it. After the joy of being at work again wears off in a few weeks, you will realize you are back again in a job you don't really like. (Didn't you just finish doing that?)
- ❑ Know what job-search style works for you and use it. Some people are most comfortable having specific goals and then working to achieve them on a daily or weekly basis—three job contacts a day, two hours a day on Internet search, meet once a week with a colleague, etc. Some people need a just a good menu of activities to choose from and then go from there. There are a thousand

books out there on how to get a job, but they don't mean anything if they don't fit your way of problem-solving.

- ❑ It never hurts to tune up your interview skills. If you can, seek out your colleagues and have them critique you in a mock interview.
- ❑ Be open to possibility. You may find a career possibility far outside your experience that will give you a chance to utilize your talents and expertise in completely unexpected and novel ways. Check those career expectations again and see if they have the words “must be a city or county manager” there. If not, go check it out. You might like it.
- ❑ Take a temp job. Many communities need someone for just one project, one study, one community process. It gets you out of the house, back in stir, and being productive at the things you do best. You may like it enough to find yourself suddenly being a consultant.
- ❑ This last one is easy to say and incredibly hard to do—stay positive in your outlook and attitude. It is incredibly frustrating to interview, and interview, and interview again but never get the job offer. Believe me, I know. (OK, go kick yourself around the block the day you get the rejection if you need to and then let it go.) But being frustrated and angry projects to others much more than you ever realize—especially to those you are interviewing with. It doesn't do much to promote domestic tranquility, either. Stay positive. As a wise city manager once told me, “Your next city just hasn't quite gotten itself ready for you yet. But it is working on it, so be a little patient.”

Well, that's about it. Actually, there is one more thing. Somewhere out there right now, one of your colleagues is in trouble, is about to get the boot, or just did. You ought to give them a call and see how they are doing, be a friendly ear. They would appreciate it.

Good luck to you in your journey. See you on the other side.



## *Appendix A: Suggested Reading Materials*

*Notes for Beachcombers: A Survivor's Manual for Local Government Managers and Spouses*

By Fran and Frank Aleshire, Editors

(currently out of print, although I received a copy as a part of my “in-transition” packet from ICMA)

This book came out in the early 1980s. While a few of the essays are dated, many are timeless. I read this book sitting by the Pacific Ocean in Dominical, Costa Rica. It was perfect.

*Job Hunting Handbook: for the Local Government Professional*

By Bill Kirchhoff

(Available through the ICMA Bookstore)

Another book that originally came out in the early 1980s. A basic how-to on resume preparation, job interview hints, and the basics of employment agreements. No earth-shattering insights, but good for making sure you have covered all the fundamentals.

*The Public Executive's Complete Guide to Employment Agreements*

By Ronald Holifield

(Available through the Innovation Groups, 6604 Harney Road, Ste. L, Tampa, Florida 33610; 813-622-8484)

Easily the best book I have seen on ideas and considerations when negotiating your next employment agreement. You should own this book.

*Manager Employment Agreements in Colorado's Municipalities and Counties*

Colorado Municipal League Publication (1998)

This is a survey chock full of information regarding all aspects of various Colorado manager employment contracts: perks, severance arrangements, relocation expenses, etc. A great negotiating tool demonstrating what is already being done in Colorado by other local governments.

*The Fallback Position: A Manual for Local Government Managers, Executive Directors and Others Reporting to Governing Bodies Who May Be Fired at a Moment's Notice by an Employer with the Potential to be Completely Unfair, Unreasonable, and Inconsiderate*

By John Arnold

A complete package discussing all aspects of termination from exit agreements, to coping mechanisms, to tax consequences. My hat is off to John—he covers it all.



ICMA has also published a collection of articles titled “Job Loss” compiled from Public Management Magazine. Also the reader may wish to refer the *PM* issues of February 1998, March 1999, and June 1999 for other related articles.

# *Appendix B: Sample Agreements*

## *Employment Agreement*

THIS AGREEMENT, made and entered into as of this 14th day of April, 1992, by and between the City of \_\_\_\_\_, State of Colorado, a municipal corporation, hereinafter referred to as City, \_\_\_\_\_, hereinafter referred to as Employee, both of whom understand as follows:

WITNESSETH:

WHEREAS, the City desires to employ the services of said \_\_\_\_\_ as Manager of \_\_\_\_\_, Colorado; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of said employee; and

WHEREAS, it is the desire of the City to:

1. secure and retain the services of Employee;
2. provide inducement for him to remain in such employment;
3. assure employee's morale and peace of mind with respect to future security;
4. establish policy which will act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee; and,
5. to provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties or disability or when the City may desire to otherwise terminate his employ; and

WHEREAS, Employee desires to accept employment as City Manager of said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### Section 1—Duties

The City agrees to employ \_\_\_\_\_ as City Manager of \_\_\_\_\_, Colorado, beginning the date of \_\_\_\_\_, to perform the functions and duties specified in the Charter and Ordinances of the City and to perform such other legally permissible and proper duties and function as the City Council shall from time to time assign. This shall be a full time occupation.

### Section 2—Term

A. The term of this Agreement shall be indefinite and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4, paragraphs A and B, of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the City subject only to the provisions set forth in Section 4, paragraph C, of this Agreement.

C. Employee agrees to remain in the exclusive employ of the City and neither to accept nor to become employed by any other employer until termination of Employee, pursuant to Section 4. The term “employed” shall not be construed to include occasional teaching, writing, or consulting performed on the Employee’s time off.

### Section 3—Salary

The initial base salary to be paid to the Employee for his service as City Manager shall be \$\_\_\_\_\_ annually, which shall be paid in equal installments bi-weekly. Such salary may be changed by appropriate action by the City Council at any time.

In addition to such base salary, the Employee shall receive such other benefits as provided in this Agreement including: health and life insurance; social security, vacation and sick leave and retirement benefits. Employee may elect to defer a portion of his salary to the ICMA Retirement Program.

### Section 4—Termination

A. In the event Employee is terminated by the City Council within six (6) months after the most recent regular or special City Council election and during such time the Employee is willing

and able to perform the duties of City Manager, the City agrees to pay twelve (12) months aggregate compensation including the payment of all City employment benefits over said period. In the event Employee is terminated by the City Council more than six (6) months but less than twelve (12) months after the most recent regular or special City Council election and during such time the Employee is willing and able to perform the duties of City Manager, the City agrees to pay nine months (9) aggregate compensation including the payment of all City employment benefits over said period. In the event Employee is terminated by the City Council more than twelve (12) months after the most recent regular or special City Council election and during such time the Employee is willing and able to perform the duties of City Manager, the City agrees to pay a six (6) months aggregate compensation including the payment of all City employment benefits over said period.

In all cases, it shall be the sole choice of the Employee to accept a lump sum payment or to continue to be paid at regular intervals until the compensation is exhausted.

- B. Notwithstanding the above, in the event Employee is terminated because of his conviction of any illegal act relating to his employment then in that event the City shall have no obligation to pay the aggregate compensation designated in this paragraph.
- C. In the event the City at any time during the employment term reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all City employees, or in the event the City refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a formal suggestion that he resign, then, in that event, Employee may deem himself to have been “terminated” at the date of such reduction of or such refusal or such formal request, and the City shall comply forthwith within the meaning and context of the severance pay provision herein contained.

- D. In the event Employee voluntarily resigns his position with the City then Employee shall give the City \_\_\_ month's written notice in advance, or such lesser amount of advance notice as may be otherwise mutually agreed to. The Employee shall not be entitled to, nor shall he receive, severance pay in the event of voluntary resignation.
- E. In addition to any and all forms of compensation mentioned above, at the time of termination or of resignation, the Employee is entitled to receive and shall receive:
- Pay of all accrued time in the current pay period;
  - Pay for all accrued vacation time, as set forth herein.
  - Pay for unused sick leave, personal days, comp time (if applicable)

#### Section 5—Moving Expenses

(Deleted by subsequent amendment)

#### Section 6—Hours of Work

- A. It is recognized the Employee must devote a great deal of his time outside normal office hours to the business of the City. To that end Employee will be allowed reasonable time off during normal office hours at the discretion and good judgement of the Employee.
- B. The Employee shall not engage in any teaching, consulting, or other non-City business without the express prior approval of the City Council.

#### Section 7—Dues and Subscriptions

City Council agrees to pay the professional dues and subscriptions of Employee necessary for his continuation and full participation in National, Regional, State, and Local Associations and Organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City.

#### Section 8—Professional Development

- A. The City agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and

seminars necessary for his professional development for the good of the City.

- B. The City agrees to pay for the travel and subsistence expense of Employee to attend necessary official and other functions for the City, including, but not limited to: the Annual Conference of the International City Management Association, the State League of Municipalities, and such other National, Regional, State, and Local Governmental Groups and Committees thereof which Employee serves as a member and which are related to his employment position with the City.

Section 9—Vacation

The Employee shall accrue and have credited to his personal account as follows:

(Insert here either what the personnel policies say or what has been negotiated)

Section 10—Other Terms and Conditions of Employment

- A. The City Council shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Ordinances of the City or any other law.
- B. City Council shall conduct a performance evaluation with the Employee annually. The evaluation shall be on the basis of mutually agreed performance indicators and standards that reflect the specific job duties of the position. The purpose of the evaluation shall be:
  - 1. to determine goals for the next twelve months;
  - 2. to review the performance of the Employee based on the previously agreed job indicators;
  - 3. to use as one basis for determining the compensation of the Employee for the succeeding year.
- C. If the City Manager shall be named in his individual capacity and the City's insurance carrier issues a Reservation of Rights

letter, or other document advising the City it will neither defend nor indemnify such claim, the City shall provide for the defense and indemnification of said Manager unless or until it is ultimately established that such claim had a substantial foundation in fact.

Section 11—General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This agreement shall become effective commencing on the date first above written.
- C. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

FOR THE EMPLOYEE:

FOR THE CITY:

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

Employee

Mayor

*Separation Agreement*

This Separation Agreement (“Agreement”) is dated \_\_\_\_\_, and is by and between the City of \_\_\_\_\_ (hereinafter the “City”), a body corporate and politic organized in the State of Colorado, and \_\_\_\_\_ (hereinafter “Manager”), who as of the date of this Agreement is employed by the City in the capacity of City Manager.

**WITNESSETH**

This Separation Agreement is for the sole purpose of amplifying and expanding the terms and conditions contained in the existing Employment Agreement between the Manager and the City dated \_\_\_\_\_, as amended, attached as Appendix A and hereby incorporated by reference, to that end, the City and Manager do agree as follows:



1) The City has asked Manager to resign from his employment and Manager hereby agrees to voluntarily resign from the City, effective as of \_\_\_\_\_. The City explicitly acknowledges and agrees that this situation falls within the circumstances contemplated by the Employment Agreement between Manager and the City and the provisions contained in Section 4 A of that agreement are hereby invoked, namely that the City agrees to compensate Manager consistent with the terms specified in Part 6.

2) Manager does hereby explicitly agree to forego any and all rights granted to him under the \_\_\_\_\_ City Charter to seek a written listed of reasons for requesting his resignation and to the right to be heard publicly at a meeting of the City Council prior to any final action by the Council.

3) From the date of this Agreement through \_\_\_\_\_, Manager shall continue to serve as the City Manager on an interim basis. He shall discharge his normal administrative responsibilities and generally direct his efforts to completing work assignments and preparing the City to operate for an indefinite period without the services of a City Manager. He shall immediately turn in his City credit card upon the execution of this Agreement. He shall not accept any public speaking engagements in the capacity as a spokesperson for the City. All matters of policy shall be directed to the Mayor. By 5:00 PM on \_\_\_\_\_ Manager shall turn in his keys and shall have removed all of his personal effects from City Hall.

4) The City agrees that it shall provide a favorable letter of reference upon request of any prospective future employer of Manager which shall be a letter of substantially identical language to that attached as Appendix B, hereby incorporated by reference. If contacted by a prospective employer for the Manager, the Mayor and Council members collectively and individually shall make no statement except to direct the future employer to the letter of reference. Further, the Mayor and Council agree individually and collectively that they shall limit any public statements regarding the Manager to the contents contained in the letter of reference.

5) The City agrees that it shall perpetually defend Manager and hold him harmless from any legal proceeding which names him in a professional capacity as a result of any action or decision made in an official capacity while employed by the City. Should Manager be named

as an individual, and the City's insurance carrier or risk management agency should issue a reservation of rights or other document advising the City it will neither defend or indemnify such claim, the City shall provide for the defense and indemnification of Manager unless or until it is ultimately established that such claim had a substantial foundation in fact. Should Manager be called to participate in any legal proceeding in which the City is a named party, the City shall pay Manager for all travel, expenses, lodging and incidental expenses during his participation. After the date compensation is exhausted, the City shall also pay Manager a daily fee of \$ \_\_\_\_\_ as witness fee.

6) Consistent with the payment provisions contained in Section 4 A of the Employment Agreement, the City and Manager do hereby agree that Manager shall receive payment (either as a lump sum or) at regular intervals as part of the normal payroll process effective \_\_\_\_\_ and terminating \_\_\_\_\_. The term "payment" is mutually agreed to include and mean:

- Base salary which the Manager was receiving as of the date of termination;
- Continued enrollment on the City health insurance program under the same terms and conditions as all other full time regular employees;
- Continued enrollment on the City dental insurance program under the same terms and conditions as all other full time regular employees;
- Continued enrollment on the City death and disability insurance program under the same terms and conditions as all other full time regular employees;
- Continued enrollment on the City life insurance program under the same terms and conditions as all other full time regular employees;
- Continued contribution to Manager City Pension Plan under the same terms and conditions as all other full time regular employees;
- Continued payroll deduction to Manager's ICMA 457 deferred compensation plan;
- Withholding of all Federal and State taxes due;

- Continued access to the Employee Assistance Program under the same terms and conditions as all other full time regular employees;
- Continued accrual of vacation leave at the rate the Manager was receiving at the date of termination and prorated to the date compensation is exhausted which shall then be utilized by Manager until it is exhausted. All other benefits listed in this section shall also remain in force and effected until all annual leave is exhausted.

7) Manager’s rights under Federal COBRA provisions shall commence once all payments due under part 6) above have ceased.

8) The City agrees to allow Manager access to his personnel file and to produce copies at no charge.

9) The City agrees to allow Manager to request City records for the purpose of retrieving work products created or produced under his tenure as City Manager for the purpose of creating a portfolio to present to Manager’s prospective employers.

10) This Separation Agreement is enforceable by either party and it is mutually agreed that venue is proper in the \_\_\_\_\_ Judicial District in the State of Colorado.

11) The City and Manager do both agree that they will exercise good faith in the performance of all provisions of this Separation Agreement

FOR THE CITY OF \_\_\_\_\_: BY:

\_\_\_\_\_

\_\_\_\_\_

Mayor

Manager

ATTEST:

\_\_\_\_\_

City Clerk