

July 6, 2018

Ms. Laura Johnson, SHRM-CP  
Employee Relations Specialist  
City of Franklin, Tennessee  
109 Third Avenue South  
Franklin, TN 37064

Sent via email: [laura.johnson@franklintn.gov](mailto:laura.johnson@franklintn.gov)

Dear Ms. Johnson:

Thank you for your inquiry regarding our promotional assessment services for your upcoming Sergeant, Lieutenant, Master Patrol Officer (MPO) and Detective promotional processes. We would enjoy the opportunity to work with you and the City of Franklin once again. Outlined below are the steps and costs for developing separate structured oral interview processes for these positions. It is my understanding that oral interview processes will be established for administration to candidates by both internal and external rater panels for the Sergeant process, and that only a single oral interview process (with either a mixed panel of internal and external raters, or entirely internal raters) will be required for the Lieutenant, MPO and Detective processes. Information regarding assessment exercises for these processes is also included. I understand that assessment exercises will be required for the Sergeant and Lieutenant processes. Finally, as discussed previously with Chief Faulkner, information is provided regarding a candidate orientation session. As with past processes, the estimate does not include fees associated with conducting a job analysis of the target positions; rather, we would rely on job analysis data (e.g. job descriptions) already collected in conjunction with input from local experts and administrators to ensure the relevance and applicability of assessment content.

#### **Oral Interview Processes**

S&A would work with a Subject Matter Expert (SME) panel to develop oral board question content for use in the City's promotional processes for these positions. As we understand it, the City would be responsible for assembling the rater panel for each interview process, but each would likely be comprised of representatives from the City's Human Resources Department, Police Department and well as somebody external to the City (except for the internal Sergeant panel). As we understand it, S&A would be responsible for administering each of the oral interview processes on site. Each oral interview process will yield 5 structured oral interview questions, plus a rating to assess overall verbal communications. Evaluation and scoring guidelines will also be developed for use by raters charged with the task of objectively evaluating candidates' responses. S&A will be responsible for training the raters to rate candidates' responses in accordance with the evaluation guidelines. The steps required to complete this project are delineated below. The same process may be used for each oral interview process.

- Step 1.** An S&A representative will meet with the SME panel to develop oral interview questions appropriate for the position. Questions developed may assess candidates' job-related knowledge, candidates' viewpoints on community-related issues, etc. Each question may be situational (i.e., ask how a candidate would respond in a particular situation), experiential (i.e., draw on a candidate's experience about they have handled a particular situation in the past) or biographical (as may be the case with the question designed to elicit qualifications and accomplishments). Evaluation guidelines would also be developed during this meeting.
- Step 2.** S&A will conduct a thorough training session to ensure raters are familiar with their respective oral interview questions, evaluation guidelines and the overall logistics associated with the process. The training will include a discussion and training on the logistics of the oral interview process, the oral



interview dimensions; the oral interview questions, rating criteria for each question; general training on rater observation and how to conduct summary and consensus meetings. S&A will prepare all materials necessary to administer the oral interview processes (candidate booklet containing interview questions, administration script, rating forms, note-taking forms, etc.).

- Step 3.** (OPTIONA) An S&A staff member will be present for the administration of the oral interview process. The number of days needed is a function of the number of candidates eligible for this phase, as well as the number and complexity of the interview questions. Although it would ultimately be the City's responsibility, S&A would work with the City to secure the appropriate space, equipment, materials, etc., for the oral interview process.
- Step 4.** Raters will rate each candidate immediately following participation in the oral interview process. After they have rated the candidate preliminarily, the raters will have a brief consensus discussion to determine the extent of rating agreement and clarify any aspect of a candidate's performance where there is disagreement. Final ratings will then be documented.
- Step 5.** Oral interview ratings will be collected by City administrators and forwarded to S&A for scoring (or by S&A, if required to administer). The results will be presented in the format desired by the City.

#### **Oral Interview Process Fees**

Fees for all steps for oral interview processes for all positions (25 total oral interview questions: 5 questions per panel; two panels for the Sergeant process) and preparation of materials are \$18,750, plus a \$20 per candidate scoring fee (per interview process) and consultant travel-related expenses. Should the City choose to engage S&A for OPTIONAL Step 3, fees would be an additional \$1,500 per day + consultant travel-related expenses (number of days for administration is primarily driven by the final number of candidates and the amount of time candidates are given for each question). S&A assumes the City would source all raters for these processes, and make all necessary coordinating arrangements with raters.

#### **Assessment Exercises**

An S&A representative will meet with the SME panel to develop a structured assessment exercise for the Sergeant and Lieutenant positions. Exercises would be appropriate to the position, and could include topics such as a plan for improving Department relations with a key community group, a media / press release, writing exercise, presentation to key stakeholder group, etc. Candidates will be provided with everything needed to complete the exercise in a timed setting (e.g., exercise instructions, references materials, resource articles, etc.). S&A will work with SMEs to develop structured evaluation and scoring guidelines, and applicable paperwork to document the rater panel's scores. S&A assumes the City would assemble the rater panel (likely to be comprised of the same members as for the oral interview processes).

#### **Assessment Exercise Fees**

Fees for all steps and preparation of materials are \$2,000 per exercise (\$4,000 total for Sergeant and Lieutenant) + \$20 per candidate for scoring. If applicable, fees for onsite administration of the assessment exercise are \$1,500 per day + consultant travel-related expenses.

#### **Candidate Orientation**

An S&A representative will conduct an onsite candidate orientation session to familiarize candidates with the oral interview and assessment exercise (where applicable) processes. If desired, two sessions could be conducted on the same day (a morning and afternoon session to accommodate candidates' schedules). General information regarding the possible content and structure of oral interview questions and assessment exercises will be provided along with tips and characteristics of effective responses. The candidate orientation would also include a mock candidate or candidates responding to questions actually employed in past promotional processes in the City of Franklin. Mock candidates would be coached on how to respond in order to provide candidates with additional insights regarding the characteristics of more effective responses. Mock candidates would be coached to provide an example of an effective response, and the different ways in which candidates might deliver ineffective responses, providing further instruction to candidates about how to maximize performance and avoid common pitfalls. Participants would then see the evaluation guidelines



associated with some of the questions used in past processes to better understand the rating process, and how raters assign ratings based on candidates' responses.

**Candidate Orientation Fees**

Fees for the candidate orientation session(s) would be \$1,500 per day, for one or two orientation sessions, plus \$500 for materials assembly and preparation.

**Additional Assumptions Across Promotional Process Components**

- If needed, additional administrative time and/or consulting (e.g., responding to candidate challenges/grievances, litigation support, expert witness testimony, depositions, statistical analyses, attending special meetings, responding to agency or candidate queries after the score report is delivered, etc.) will be billed at our current hourly rates which are \$175.00 per hour for Bachelors and Masters-level staff and \$250.00 per hour for Ph.D.-level staff. Requests for copies, scanning, assembly, etc. of paperwork are billed at an administrative rate of \$30 per hour. All shipping and handling, printing, and travel-related expenses will be kept to a minimum and billed as incurred.
- The Franklin Police Department, or the City will be responsible for securing a location for all process administrations.
- A contact person for the project will be designated who is responsible for coordinating activities, such as providing S&A with requested information and scheduling meetings with internal SMEs and external assessors (if applicable). We anticipate this contact person to be the City's Director of Human Resources or designee.
- While S&A strives to become familiar with each client's local circumstances, its consultants are not attorneys, and we rely on contact personnel and/or the client agency's legal counsel to ensure processes and procedures adhere to local rules (e.g., civil service commission rules, bargaining agreements, etc.).
- S&A invoices for one-half payment up front and the other half upon project completion.
- The parties agree that all documentation written on by the raters or candidates are subject to the Tennessee Open Records Act and will be provided to the Human Relations Department at the conclusion of each process.

Thank you for your consideration. We look forward to the prospect of working with you on this important project. If you have any questions, please feel free to contact me.

Best regards,

Brian C. Kitzman, Ph.D.  
Vice President

To accept the project steps and terms, please sign and date below and return to me via email ([bkitzman@stanard.com](mailto:bkitzman@stanard.com)) or fax (312.553.0218).



**Addendum**

1. **Assignment** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
2. **Notices**. Any notice provided pursuant to this Agreement, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, upon receipt thereof; (b) if mailed, three (3) days after deposit in the mail of the country where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, upon such delivery; or (d) if by facsimile transmission or electronic mail, upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or such other address as either party may in the future specify in writing to the other).  
  
Stanard & Associates, Inc.  
309 West Washington Street  
Suite 10000  
Chicago, IL 60606  
  
City of Franklin Human Resources Department  
ATTN: Kevin Townsel, Director of Human Resources  
109 3<sup>rd</sup> Avenue South  
Franklin, TN 37064
3. **Indemnification**. **Stanard & Associates, Inc.**, at its own expense, shall indemnify, defend, and hold the City of Franklin, Tennessee, its officers employees, agents, directors, and officials harmless *any and all costs, losses, damages, claims, suits or any liability whatsoever, including attorney's fees, resulting from injury including death, to person or damage to property arising out of, or in any manner connected with the contractor's use of CITY OF FRANKLIN, Tennessee property and from any violation of any applicable law or regulation arising out of or relating to this Agreement.*
4. **Waiver**. Neither party's failure to exercise any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights.
5. **Severability**. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.
6. **Entire Agreement**. This Agreement constitutes the entire agreement between **Stanard & Associates, Inc.**, and the City of Franklin and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party.
7. **Survival**. These Terms and Conditions, and all provisions of this Agreement relating to the parties' obligations, rights and duties will survive the termination of this Agreement.
8. **Applicable Law; Choice of Forum/Venue**. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice of law rules. The choice of forum and venue shall be solely in the Courts of Williamson County, TN.



By signing this Agreement, both parties have read and fully agree to adhere to the terms and conditions stated above.

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**Dr. Ken Moore, Mayor**  
**City of Franklin**

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

**Approved as to Form by:**

\_\_\_\_\_  
**Tiffani M. Pope, Staff Attorney**

\_\_\_\_\_  
**Stanard & Associates, Inc. /s/**

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

\_\_\_\_\_  
**Printed Name, Title**