




City and Borough of Sitka

100 Lincoln Street Sitka, Alaska 99835

Coast Guard City, USA
MEMORANDUM

TO: Assembly

FROM: Theresa Hillhouse 
Municipal Attorney

RE: Contract for Attorney Services

DATE: January 15, 2013

My last day of employment serving as Sitka Municipal Attorney is March 1, 2013. The purpose of this memo is to propose an agreement for me to provide contract legal services/consultation during the transition before and after another attorney begins employment as Sitka Municipal Attorney. I did give approximately 2 months notice before I was to begin working as an Assistant Municipal Attorney for Municipality of Anchorage. However, depending on how many applicants, the time needed for the selection process, and if a selected candidate needs additional time to complete current work and/or move to Sitka, another attorney may not be actively employed in the position when I leave municipal employment.

I have attached an agreement to provide legal services/consultation during this transition period. A similar type proposal was approved for Cliff Groh before I became Sitka Municipal Attorney in late August 2005. *See* attachment. While his proposal was for 3 months beginning in August at approximately 75% of his municipal salary, I am proposing a 2 month contract at approximately 50% of my municipal salary, \$4,000/mo with no benefits. This is the equivalent of 5/hr/wk at \$200/hr, which is a low rate for an experienced municipal attorney. I expect to work more than 5/hr/week, particularly in the beginning if an attorney has not assumed the Sitka Municipal Attorney position before my end of employment on March 1, 2013. However, my availability will be limited due to the fact I have extended my municipal employment for approximately 60 days from accepting Anchorage Municipal Attorney Office offer, and I still need time to pack, move, relocate, sell my boat, and begin a new job during this transition period. The attached contract proposes during the transition period use of my municipal lap top and cell phone, and assistance from my very capable Legal Assistant Sharon Joseph to maximize needed contacts and expedite work. It also allows me control over work assignments, and a protocol for work requests by the Assembly, Administrator, Department and other the Agency heads (e.g. hospital; school district).

I would like to achieve as smooth of a transition as possible for the new Municipal Attorney at a reasonable rate. I believe the attached agreement provides for such a transition, providing needed legal work for Sitka while allowing me sufficient time for my own transition.

Attachments

cc: Sharon Joseph, Legal Assistant

Providing for today ... preparing for tomorrow

**Attorney Agreement Between
City and Borough of Sitka and Theresa Hillhouse**

This "Attorney Agreement Between City And Borough Of Sitka And Theresa Hillhouse" ("Agreement") is entered into by the City and Borough of Sitka, a municipal corporation of the State of Alaska ("Sitka"), and attorney Theresa Hillhouse ("Attorney"), referred to in this Agreement individual as "Party" and collectively as "Parties," with the terms and conditions set out as follows:

Recitals

1. Theresa Hillhouse was the Sitka Municipal Attorney beginning in August 2005, and ending March 1, 2013;
2. Sitka desires to employ the services of Theresa Hillhouse after her Sitka Municipal Attorney employment as an attorney for Sitka during the transition period before and after a new Municipal Attorney begins working in that position; and
3. Attorney desires to assist as legal counsel for Sitka.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

Section 1: Attorney Employment and Duties

Sitka agrees to employ Attorney to assist in performing the functions and duties specified of the Sitka Municipal Attorney in the Charter of the City and Borough of Sitka and Sitka General Code prior to a newly appointed Municipal Attorney assuming office, and assist the newly appointed Municipal Attorney during an interim period after the new attorney begins employment with Sitka.

Section 2: Term, Status and Termination

A. Term

This Agreement shall have a term commencing March 2, 2013 and ending April 30, 2013. Attorney agrees to provide legal services/consultation for Sitka during the term unless this Agreement is terminated early as provided in this Agreement.

Nothing in this Agreement prevents the Parties from extending the term of this Agreement by mutual agreement.

B. Contract Attorney Status

Attorney is a contract attorney, an independent contractor, and not an employee of Sitka during the term of this Agreement.

C. Termination

This Agreement may be terminated by mutual agreement of the Parties for any reason, or no stated reason, but not for an unlawful reason. In the event Attorney voluntarily terminates this Agreement, Sitka shall be under no obligation to pay the contract salary after the termination date, less the amount of any unpaid balance owed to Attorney. If Sitka terminates this Agreement, which may only be by a majority vote of the Assembly, Sitka shall pay the remaining contract price and any unpaid balance to Attorney unless termination

is for good cause. There is no appeal by the Parties regarding termination except to Sitka Superior Court, or small claims court if applicable.

Section 3: Payment

During the term of this Agreement, Sitka shall pay Attorney for legal services/consultation rendered at the rate of \$4,000/monthly for March and for April, 2013. This is payable in installments to Attorney at the same time employees of Sitka are paid. Attorney shall receive no benefits (i.e., leave, retirement, healthcare coverage) during the Term except as already owed/accrued due to her prior municipal employment.

Section 4: Other Terms and Conditions

The following other terms and conditions are agreed to by the Parties:

- A. Attorney is not required to remain in Sitka to perform the duties set out in this Agreement. Sitka acknowledges that Attorney will begin employment with the Anchorage Municipal Attorney's Office on March 18, 2013. Therefore Attorney may have limited availability particularly after March 18, 2013, generally nights and weekends, and even before March 18, 2013 because of her moving to Anchorage.
- B. The legal services/consultation rendered by Attorney shall be on emergency legal issues or legal matters that cannot wait for the new Municipal Attorney. The newly appointed Municipal Attorney shall be responsible for triaging and making priority decisions on what work to perform, particularly based on Attorney's moving schedule and new work schedule.
- C. Communications relating to work under this Agreement can be by phone and email, including any presence at Assembly meetings and/or court hearings. Any expense due to Sitka's request for the Attorney to travel to and from Sitka for work under this Agreement shall be paid by Sitka. Attorney shall be authorized to use the assigned lap top and cell phone for work during this Agreement. The laptop and cell phone shall be returned at the termination of this Agreement.
- D. Attorney may utilize the services of the Legal Assistant of the Municipal Attorney's office under this Agreement without charge to the Attorney.
- E. Sitka shall pay for any insurance during the term of this Agreement relating to the professional services provided by Attorney.

Section 5: General Provisions

A. Assignments and Subcontracts

Attorney may not assign any work to be performed under this Agreement to third parties, except as authorized by the Assembly or new Sitka Municipal Attorney. Attorney may be consulted and assist with outside counsel assignments.

B. Applicable Law

This Agreement shall be deemed to have been entered into and shall be construed and governed in accordance with the laws of the State of Alaska.

C. Waivers

Failure of either Party to insist in any one or more instances upon the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of the future exercise of such right, with the obligation of the other Party with respect to such future performance continuing in full force and effect.

D. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or provisions were omitted.

E. Amendments

This Agreement may not be amended, modified, released, discharged, supplemented, interpreted, or changed in any manner except by mutual agreement in writing and signed by duly authorized representatives of both Parties.

F. Headings

The headings in this Agreement are provided as aids in referencing provisions and shall not be utilized in interpretation or construction of the Agreement terms and conditions.

G. Merger

This Agreement contains the entire and only understanding or agreement between the Parties in relation to the subject matter of this Agreement. Any representations, provision, undertakings or conditions not contained in this Agreement shall be of no effect and shall not be binding on either Party.

IN WITNESS THEREOF, the City and Borough of Sitka approved this Agreement by a majority vote of its Assembly, and has authorized this Agreement be signed and executed on its behalf by its Mayor and duly attested by its Municipal Clerk. Attorney also executes this Agreement freely and voluntarily.

Theresa Hillhouse

Date

CITY AND BOROUGH OF SITKA

Mim McConnell, Mayor

Date

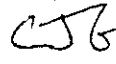
ATTEST:

Colleen Pellett, MMC, Municipal Clerk

Date

MEMORANDUM

TO: Mayor and Assembly

FROM: Clifford J. Groh, II 
City and Borough Attorney

DATE: July 6, 2005

RE: Contract for Consultation and Drafting of Revenue-Raising/Election Ordinances

As you know, the effective date of my resignation is August 1, 2005. Both the Human Resources Director and the Finance Director have predicted that the attorney succeeding me is unlikely to start work before September, and may not be on the job until October. Several Assembly Members have suggested that it would help the City and Borough if my successor was able to consult substantially with me regarding water contracts, the history and status of Sawmill Cove Industrial Park, Sitka Community Hospital, ongoing litigation, and other matters. There has also been interest expressed in arranging for me to attend Assembly meetings during August and to draft ordinances and amendments in August, particularly ordinances related to raising revenue and ordinances putting propositions on the October election ballot. I have accordingly attached a contract to address consultation and drafting after August 1.

cc: John Stein, Administrator
David Wolff, Finance Director
Mark Danielson, Human Resources Director

Attachment

CONTRACT FOR PROFESSIONAL SERVICES

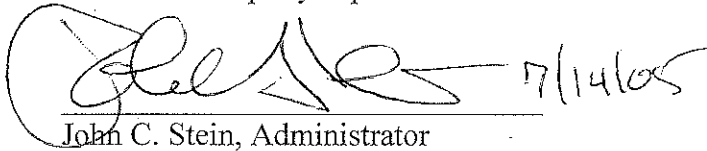
The City and Borough of Sitka (Sitka) and Clifford J. Groh, II (Groh) hereby make and enter into this contract for professional services this 14th day of July, 2005.

The term of this contract is from August 2, 2005 through October 31, 2005.

Groh shall draft ordinances during the month of August of 2005 and attend and participate in all meetings of the City and Borough Assembly in August of 2005. He shall be available for consultation with the newly selected City and Borough Attorney at any time during the months of August, September, and October of 2005. The City and Borough shall pay any expenses for consultation during the term of this contract, which shall include the costs of telephone calls, FAXing, and postage.

In consideration for the provision of these services, Sitka shall pay Groh \$5,812.50 per month for the months of August, September, and October of 2005. This figure represents 75 percent of his monthly salary as City and Borough Attorney.

Groh shall receive no benefits under this contract other than those stated above. Groh shall incur no third-party expenses other than those described above.

 7/14/05

John C. Stein, Administrator
City and Borough of Sitka

 7-14-05
Clifford J. Groh, II



CITY AND BOROUGH OF SITKA

ASSEMBLY CHAMBERS
330 Harbor Drive
Sitka, AK
(907)747-1811

Minutes - Final City Assembly

Tuesday, July 12, 2005

7:00 PM

ASSEMBLY CHAMBERS
Harrigan Centennial Hall
Maksoutoff Room - 330 Harbor Drive

SPECIAL MEETING

REGULAR MEETING

CALL TO ORDER

FLAG SALUTE

ROLL CALL

CORRESPONDENCE

PRESENTATIONS

CONSENT AGENDA

- 2005-0281 Approve the minutes of the June 28, 2005 regular assembly meeting
- 2005-0282 RES. 2005-21: SUPPORTING THE APPLICATION BY SITKA TRAIL WORKS, INC. TO THE STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES OUTDOOR RECREATION TRAILS ADVISORY BOARD (ORTAB), ALASKA TRAILS INITIATIVE COMPETITIVE GRANTS PROGRAM FOR PROJECTS LISTED...
- 2005-0283 RES. 2005-22: SUPPORTING THE APPLICATION BY SITKA TRAIL WORKS, INC. TO THE STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES OUTDOOR RECREATION TRAILS ADVISORY BOARD (ORTAB), ALASKA TRAILS INITIATIVE COMPETITIVE GRANTS PROGRAM FOR THE WORLD WAR II CAUSEWAY
- 2005-0284 Approve committee appointments: 1) Reappoint Trisha Miles-Diehl and June Degnan to terms on the Library Commission, 2) Reappoint Susan Royce and Kara Kitchen to terms on the Animal Hearing Board.

PERSONS TO BE HEARD

SPECIAL MUNICIPAL/COMMITTEE/COMMISSION REPORTS:

UNFINISHED BUSINESS:

- 2005-0285 Approve Indian River Road Subdivision
- 2005-0286 ORD: 2005-32: CREATE A DEDICATED FUND FOR PARKS AND RECREATION BY INCREASING SALES TAX TO FIVE AND ONE-HALF PERCENT FROM OCT 1 - MAR 31. OR 2005-32 B: RAISING PROPERTY TAX MILL FROM 6 TO 6 1/2 MILLS. BOTH BALLOT PROPOSITIONS
- 2005-0287 ORD. 2005-33: ADJUSTING THE FY 2005 BUDGET FOR CHANGES IDENTIFIED DURING THE THIRD QUARTERLY FY 2005 FORMAL BUDGET EXECUTION REVIEW.
- 2005-0288 ORD. 2005-29: AMENDING TITLE 9, HEALTH AND SANITATION, OF THE SGC TO CONTROL ENVIRONMENTAL TOBACCO SMOKE IN PUBLIC PLACES AND PLACES OF EMPLOYEMENT, AND PROVIDING A PENALTY. PROPOSED BALLOT PROPOSTION
- 2005-0289 ORD. 2005-34: AMEND TITLE 13, PORT AND HARBORS, OF SGC BY AMENDING CHAPTER 13.06, CHARGES/FEEES TO ADD A NEW SECTION 13.06.005, PASSENGER WHARFAGE FEE, TO CREATE A PASSENGER WHARFAGE FEE TO OFFSET COSTS OF CBS SERVICES & FACILITIES BENEFITTING SHIPS & PASS
- 2005-0290 Appoint and swear in an assemblymember to fill Dave Dapcevich's term until October, 2005. Are we going to address this again?

NEW BUSINESS:

- 2005-0291 ORD. 2005-35: PROPOSING TO AMEND TITLE 4, REVENUE AND FINANCE, OF THE SGC BY AMENDING SECTION 4.24.020, IMPOSITION OF HOTEL, MOTEL, BED AND BREAKFAST TRANSIENT ROOM RENTAL TAX, TO RAISE THE "BED TAX" FROM SIX PERCENT TO TEN PERCENT, AND SUBMITTING...
- 2005-0292 Attorney transition - approve interim contract for legal services
- 2005-0293 ORD. 2005-36: PROPOSING TO AMEND TITLE 4, REVENUE AND FINANCE, OF THE SGC BY AMENDING SECTION 4.09.010, LEVY OF SALES TAX, TO RAISE THE SALESTAX IN THE OCTOBER THROUGH MARCH PERIOD FROM FIVE PERCENT TO SIX PERCENT; AND SUBMITTING TO THE VOTERS FOR...
- 2005-0294 ORD. 2005-37: PROPOSING TO AMEND TITLE 4, REVENUE & FINANCE, OF THE SGC BY ADDING A NEW CHAPTER 4.26, EXCISE TAX ON CIGARETTES AND TOBACCO PRODUCTS, TO ESTABLISH AN EXCISE TAX ON CIGARETTES AND TOBACCO PRODUCTS ACQUIRED WITHIN OR BROUGHT INTO THE CBS...

PERSONS TO BE HEARD- Any matter**REPORTS****ADJOURNMENT**

Wednesday, January 9, 2013

To: Mr. Dinley, Ms. Hillhouse, Madam Mayor and members of the Assembly
From: Mark Danielson – Human Resources Director
Re: Attorney hiring process and applications

Ms. Hillhouse's resignation effective 03/01/2013; contract for legal services during transition.

1. Advertise - All ads placed by 01/11/13 through 02/01/13 - Advertisement states that the Assembly will review applications to select interview candidates after 1/28/2013 - HR
2. Receive Applications – HR
 - a. Letters to applicants acknowledging receipt of resume and a thank you for interest in our fair city. - HR
3. Review Applications – Make a short list of applicants **Date (Meeting) February 4-8?**
 - a. Process for candidate review (Full Assembly or Committee?)
 - b. Request writing samples from finalists. – HR
 - c. Interview Questions – Samples to Assembly from HR
 - d. Target date for completion of questions and start of interviews
 - e. Process of selecting questions and general interview process to be determined. (Brief Work Session?)
 - f. Schedule candidates for Final interviews – HR
 - g. Reference checks – report on reference checks. Notify applicants not selected for interviews. - HR
4. Final Interviews - Interview visits by candidates to Sitka. **Date (Meeting) February 11-15?**
5. Finalize arrangements/Make offer (Wage, Vacation, Insurance, Moving Expenses/Severance)/Negotiate compensation/Transition plan - Starting Date – Offer generally made same night as interviews.

Date: Wednesday, January 16, 2013
To: Mr. Dinley, Ms. Hillhouse, Madam Mayor and members of the Assembly
From: Mark Danielson – Human Resources Director
Re: Attorney hire process and applications

Below are some notes for your consideration regarding the next steps of our process in choosing a new Attorney: Review of applications, final interviews, offer, and transition.

I. Review of applications:

Following are some of the ICMA (International City/County Management Association) suggested guidelines for reviewing applications:

- Has the applicant had experience working in a local government of comparable size?
- Has the applicant had experience with the variety of services delivered by the local government? Has the experience been comparable in terms of budget size and number of employees?
- Has the applicant worked in a similar geographic area? Is the applicant likely to be comfortable in a rural or urban setting and familiar with the usual problems faced by the local government?
- What specific responsibilities has the applicant had, and what has the applicant accomplished? How does this compare with the objectives and the priorities of the local government?
- Has the applicant worked directly with the City and Borough of Sitka in the past? Does the applicant have experience working with municipalities, citizen and other groups?
- What is the employment history of the applicant? Does it suggest a pattern of broad experience and increasing responsibility? Does the applicant have good tenure with each employer, or is there a pattern of frequent movement from one position to another?
- How have the resume and letter of interest been prepared? Do they suggest a real interest in the position? What does the resume itself tell about the person?

After the Assembly reviews applications we need an agenda item at a meeting to select the top candidates. Generally, each Assembly member lists the candidates with whom they would like to continue the process and the candidates garnering the most interest are granted interviews.

II. Final interviews

The structure for the in-person interviews we've done in the past is for the Assembly to have one interview session with each candidate at the Centennial Hall. In addition to this formal interview, there may be meetings with other community groups (STA), city staff, and tours of the municipality, possibly accompanied by Assemblypersons to give candidates more information regarding the community and for the Assembly to see how the candidates are "on their feet" and walking around.

III. Other

- Possible Schedule:
 - January 22 – Finalize process (Who reviews applications, timeline for selection)
 - February 4-8 – Meeting to select short list of candidates
 - February 11-15 – In-person interviews – Schedule/Travel Arrangements
- Reference checks and questions – HR did reference checks last time. Ms. Hillhouse would be available to help w/reference checks.
- Format of Centennial Hall/in-town interviews – (Who asks questions, which questions? Visit and meeting arrangements, and reimbursement)
- **Salary/terms of employment, Starting Date, Hiring announcement/method, Transition plan.**

Handouts to email Assembly:

- Prohibited Questions/Interviews Do's and Don'ts – General interview information
- Attorney questions used in the past.

I'm looking forward to working with you in the selection process for our new Attorney. Please feel free to contact me if you have any questions.

Sincerely,

Mark Danielson
747-1816 w
747-4761 h

Interview Do's and Don'ts

The Importance of the Selection Interview

1. The interview must provide adequate information about the applicant's education, formal training, skills, work experience, performance in previous positions, plus personal characteristics (such as attitude, ability to communicate, etc.). This information will help you determine the interviewee's ability to do the job.
2. Good performance in one organization does not automatically assure the same performance in another. The interview, therefore, must determine not only if the candidate can do the job, but also, whether that person is anxious to perform it well in your organization.
3. An applicant needs to learn basic job requirements plus other facts about your organization in order to make an intelligent decision. This information includes items such as: job description; hours of work; compensation; benefits coverage; and opportunities for personal growth.
4. The interview should promote good will between the candidate and your organization regardless of whether it ends with employment or not.

EVERY PERSON WHO INTERVIEWS AN APPLICANT SHOULD REALIZE HIS/HER APPROACH WILL HEAVILY INFLUENCE THE OUTCOME.

Meet some Successes and Failures

Successes	Failures
Those who do a thorough analysis of job requirements in advance.	Those who rely on memory for job requirements.
Interviewers who compare qualifications on the application with the job requirements, prior to the interview.	People who examine applications only superficially before the interview.
Interviewers who develop a logical plan in advance based on information required to make a selection decision.	Interviewers who interview without a plan.
Those who get applicants to talk freely, and listen while they do so.	Those who do most of the talking and very little listening.
Interviewers who adhere to equal employment opportunity guidelines.	Interviewers who disregard the legal implications of their actions.
Those who evaluate the facts, and avoid premature conclusions and stereotyping.	Those heavily influenced by characteristics that are not job related.
Those who make selection decisions based on the applicant's qualifications and ability to handle the job requirements.	People who make job selections casually with limited consideration of qualifications versus job requirements.

GAINING THE APPLICANTS COOPERATION AND CONFIDENCE

An interview is essentially a social process and should be conducted accordingly. The tone should be pleasant, but business-like. A good interview is designed to gain the cooperation and confidence of the interviewee. Professional interviewers do the following.

1. **Be on time.** This is just like any other business appointment.
2. **Treat applicants the same.** The way you greet and talk with applicants may be interpreted as a signal of good or ill will, and could invite charges of discrimination if your manner was inconsistent.
3. **Establish rapport.** Strive for a relaxed yet businesslike atmosphere conducive to open communication.
4. **Be sincere.** Show a genuine interest in the applicant.
5. **Show respect for the individual.** Give each person your attention and listen to his or her views even though their value system may be different from your own.
6. **Provide information.** The candidate needs information on which to determine his or her interest in the job. Answer questions, and when appropriate provide specific information about the job, working conditions, compensation, benefits as well as the expectations and goals of your organization.
7. **Explain the placement process.** Don't leave people guessing. Tell them the purpose of the interview and what the next steps will be. Let them know when you expect to make a final decision.

QUESTIONS THAT YEILD PERTINENT INFORMATION

In baseball, a pitcher learns about batters by watching them after the pitch is thrown. An interviewer does the same with a candidate, but substitutes questions for pitches. Thoughtful questions provide excellent information.

Non-Directive Questions

There are many types of questions. For example, questions that encourage applicants to express goals, values, qualifications and feelings freely are called *non-directive or open-ended questions*. Here is an example: "Will you tell me what led to your decision to leave your last job?" Non-directive questions are especially useful in obtaining subjective or personal information from the candidate. They are also helpful when the candidate appears to be holding back, or providing guarded replies.

Directive Questions

A second type of question is called the *directive* question. Directive questions are used to gather data that is factual and objective. Directive questions do not probe an applicant's values or ideas. "When could you begin work if hired?" is a directive question. Another example is, "What was your starting salary at your previous company?"

Non-Directive and Directive

Questions can be used together to solicit an individual's general background, and then focus on a specific aspect. Here is an example:

Non-directive question: What do like most about being an engineer?

Non-directive question: What personal qualities contribute to your success as an engineer?

Directive question: How many engineering projects did you supervise last year?

Sample Exploratory Questions

Candidate's Statement	Interviewer's Questions
I have experience preparing financial statements.	<ul style="list-style-type: none"> • Exactly what was your role in the preparation of the financial statements for XYZ Company? • What functions did you perform? • Who else worked on the financial statements with you? • What was their role?
I was responsible for payroll for 500 employees.	<ul style="list-style-type: none"> • Was your company's payroll prepared in-house or by an out-side payroll service? • Who else was involved in the payroll preparation? What did they do? • What exactly did you do in preparing the company's payroll? • Did you help select the company's payroll program?
I was in charge of the whole department.	<ul style="list-style-type: none"> • To whom did you report? • How many people were in the department? How many people reported directly to you? • What were your daily responsibilities and common decisions? • What was the extent of your authority in financial and personnel matters?

Prohibited Interview Questions

Protected Category	Examples
Sex (including pregnancy)	<ul style="list-style-type: none"> • Ever been married? Divorced? • Are you engaged? • Are you living with someone? Are you gay? • Do you receive/pay alimony or child support? • If your husband/wife is transferred, will you leave this job? • Will your husband/wife move if we transfer you? • Have you ever been pregnant? • Do you anticipate taking time off to have a baby? How long?
Religion	<ul style="list-style-type: none"> • What religious practices will it be necessary for us to accommodate? • What religious holidays do you observe?
Nationality	<ul style="list-style-type: none"> • Were your parents born in this country? Your grandparents?
Age	<ul style="list-style-type: none"> • When did you... (graduate, get married, have children, plan to retire)? • Do you receive any pension or Social Security benefits? • Are your parents still living? • How long do you plan to work here?
Disability	<ul style="list-style-type: none"> • Ever been treated for a mental illness? • Are you currently under a doctor's care?

Review of the Dynamics of Interviewing

Schematically, the task of the interviewer looks like this:

Input	Process	Results
Job specifications. Interview plan. Information from candidate. Information given to candidate.	Weigh information and conclusions against job specifications.	Fill job with best-qualified candidate.

Following is what the author feels is the best approach:

Contributors to Positive Inputs	Process Positives	Positive Results
Thorough preparation of job specifications. Interviewer prepares interview plan.	Candidate qualifications measured against directly related job criteria.	Candidates selected or rejected for job related reasons.
Interviewer probes for data in critical areas.	Conclusions about candidate formed using appropriate data.	Candidate feels qualifications fully presented.
Interviewer listens 80 percent of time.	Candidate presents pertinent data about experience, knowledge and values.	Candidate feels what he or she has to say is important.
Use of open-ended questions to stimulate the candidate.	The interviewer seems open and interested. The candidate opens up.	Decisions are based on a broad range of pertinent data.
Questions are free of suggestions of bias or prejudice.	The focus of the interview is consistently on the job.	Decisions are based on job-related facts, not whim or caprice.
Interviewer gives an honest description of the position, the organization and related factors.	Candidate has full opportunity to learn about position.	Candidate is properly prepared to make a decision concerning degree of interest in position.

Pre-Interview Checklist

1. What are the primary job duties and activities?
2. What are the primary job working conditions?
3. What physical requirements do the essential elements of the job require?
4. What mental skills and abilities do the essential elements of the job require?
5. What specialized skills and abilities must the candidate possess? Why?
6. What prior work experience (type and amount) must the candidate possess? Why?
7. What educational experience (years, degrees, majors and minors, grade point average) must the candidate possess? Why?
8. What personal attitudes and work characteristics must the candidate possess? Why?
9. What business-related restrictions (such as a required starting date or relocation to a specific city) will the business apply to the field of candidates? Why?
10. What is the profile of the ideal candidate?
11. What is the expected starting pay and benefits?

Typically Prohibited Interview “Small Talk”

How did you learn to speak Spanish so well?	Identifies national origin or ancestry.
Where are you from originally?	Identifies national origin.
That’s an interesting name. What’s its origin?	Identifies national origin.
Do you have any children?	Identifies marital status. [Avoid even if responding to the candidate’s comments about photo’s in the interviewer’s office.]
How old are your children?	Identifies age and marital status.
What does your husband/wife do?	Identifies marital status.
It looks like you have lived all over the world. Is your husband/wife in the service?	Identifies marital status.
With whom do you live?	Identifies marital status and possibly sexual orientation.
Do you go to St. Agnes Church?	Identifies religious affiliation.
Was that a Catholic school you attended?	Identifies religious affiliation.
Interesting jewelry. Is that a cross?	Identifies religious affiliation.
How do you feel about working for a woman/man/minority/Caucasian?	May discriminate based on sex or race.
This job is normally filled by a man/woman. Are you sure that you are interested in it?	May discriminate based on sex.

Statements for Implied Contracts

Statements to Avoid	Comments
An interviewer tells an applicant: “We want to fill this job with someone permanently.”	Implies permanent employment, and erodes the employer’s ability to terminate employment at will.
A recruiting brochure states: “Most of our entry-level recruits have enjoyed long and successful careers with our company.”	May imply long-term employment and promotional opportunities that may be impossible to guarantee.
An interviewer tells an applicant: “With that background and experience, you will surely be a manager soon.”	Implies rapid promotion that may be impossible to guarantee.
When asked about working for the company, a receptionist tells an applicant: “Nobody ever gets fired from here.”	Implies termination only for good cause, and erodes the employer’s ability to terminate at will.
An offer letter promises a salary of \$40,000 annually.	May imply a contract of employment for one year or more. Salary could have been expressed as \$770 weekly.

Inappropriate Concluding Comments

Inappropriate Comments	Appropriate Comments
Your qualifications look really good. I’ll make sure you get a second interview.	Thank you for coming in for an interview. I enjoyed meeting you. We will be notifying candidates of second interviews within the next couple of weeks.
I want you to come back for a second interview to meet the manager for whom you will be working.	Let’s schedule a second interview with the manager in charge of that department.
Your salary will be \$30,000 annually, and your benefits will include participation in the retirement plan, life insurance, and medical insurance.	Compensation for the job is \$575 a week. The company has a competitive benefits package including a retirement plan, life insurance, and medical insurance. Eligibility for the benefits depends on specific requirements and waiting periods.

Prohibited Questions

1. What is your race?
2. **Do you rent or own your home?**
3. Do you own your own car?
4. Have you ever been arrested?
5. Have you ever been refused bonding?
6. Did you receive an honorable discharge from the military?
7. Attach a recent photograph.
8. Do you have a high school diploma? (unless required by the job)
9. Have your wages ever been garnished?
10. Have you ever declared personal bankruptcy?
11. Color of eyes?
12. Color of hair?
13. **What is your religion?**
14. **Does your religion keep you from working on Sundays?**
15. **Do you go to church?**
16. National origin or citizenship?
17. **Place of birth?**
18. Social Security number?
19. Name of closest relative to contact in an emergency?
20. Languages spoken or "mother tongue"?
21. How did you learn to speak (language other than English)?
22. Mr., Mrs., Miss, or Ms.?
23. **Name of spouse?**
24. Height? Weight?
25. What has been your salary history?
26. Are you pregnant or planning to get pregnant?
27. Maiden name?
28. **Do you have children?**
29. **What are your childcare provisions?**
30. **Age?**
31. **Date of birth?**
32. **Date of high school graduation?**
33. Educational experience? (if not directly job related)
34. **Age of children?**
35. Any health problems?
36. Do you have any of the following ailments? (providing a list)
37. Have you ever filed a claim with OSHA, the Labor Department etc.?
38. Do you have a disability?
39. Have you ever filed workers' compensation claim?

HANDOUT – COMMON MISTAKES IN ONE LINE OR LESS:

1. Not having a complete plan in place.
2. Being reactive instead of proactive – plan succession if possible.
3. Interviewing candidates you wouldn't hire.
4. First impressions are not perfect. Good, important, but not perfect
5. Not pre-screening by telephone - esp. for people who will be answering the phone.
6. Neglecting employee referrals.
7. Hiring because of the connection, not the candidate.
8. Past performance is the best indicator of future performance.
9. Giving extra weight to well-known candidates – it's good to hire from within – but be careful.
10. Evaluating someone other than the actual candidate – “reminds me of...”
11. Comparing to other candidates instead of job requirements.
12. Confusing an incident with a pattern.
13. Confusing the quality of an interview with the quality of a candidate.
14. Accepting nice words as shared values.
15. Accepting “attached resume”.
16. Neglecting courtesy.
17. Being reluctant to scratch a raw nerve.
18. Forgetting to get additional names from contacts/candidates.
19. Ignoring the information you get.
20. Being prepared to make adjustments.
21. Leaving HR out of the process.
22. Forgetting nobody is talented at everything.
23. Being ready for new employee –Buddy/mentor.
24. Training interviewers.
25. Allowing wrong people to represent the Organization/Department.
26. Forgetting new hires need early feedback.

OTHER STUFF

1. You don't learn anything when you're talking.
2. You wouldn't build a house without a plan.
3. The only thing a resume tells you is how good the applicant's creative writing skills are.
4. A completed application reveals a lot about a person.
5. The most expensive person you'll ever have to hire is one who you have to fire.
6. The most successful interviews are conversations.
7. There's no such thing as a perfect match.

- 1) Please summarize your work and educational experience and your background as it relates to this position.
- 2) Describe and give personal examples of how you view the role of the municipal attorney in strategic municipal planning.
- 3) How would you structure your role as municipal attorney on the administration "team" to reduce legal challenges?
- 4) Please describe conflict resolution or mediation, and if possible, a conflict you resolved without going to court.
- 5) What are your strengths as an attorney? Weaknesses?
- 6) What's your favorite book?
 - a) What book are you reading now?
- 7) A department head comes to you and says that she believes one of her employees has been sexually harassing another employee with verbal comments and gestures. What steps will you take?
- 8) Please give us an example of your ability to work under pressure and deal with deadlines in the legal environment.
- 9) Approximately 1 in 4 Sitkans is Alaska Native. What experience have you had dealing with the concerns of Alaska Natives?
- 10) How would you interact with the press in order to foster accuracy and a positive image for the community?

- 11) What do you consider to be the attorney's role in the community?
- 12) What has been your experience in dealing with drug and alcohol problems in your community?
- 13) What background do you have with construction claims?
- 14) Do you have any experience with environmental regulations, both Federal and Alaska State?
- 15) Describe your experience with contract law. What is your background in real property law, water rights and trespass?
- 16) What experience do you have defending public officials?
- 17) In your view, describe the optimal relationship between the City Attorney and the City Administrator?
- 18) What is your depth of experience working with traditional zoning and subdivision regulations?
 - a) Land use and real estate regulation?
- 19) How would you resolve general community complaints?
- 20) What is your level of experience with:
 - a) Public utilities
 - b) Hospital and/or health care
 - c) Permitting and regulation
 - d) Prosecution

- 21) Have you had to introduce a new policy or idea that departed from the customary way of doing things? What approach did you take to gain cooperation? How did it work out?
- 22) You have probably had this experience: you work hard on something, and then you are told you must change your priorities and do it some other way. How did you handle that?
- 23) This is a hands-on position with one support staff, sometimes requiring long hours, attendance at night meetings, and working on the weekends. Do you have any concerns about this and will this pose any difficulties for you?
- 24) What have you done to remain current in your field? What do you like most about the law?
- 25) Describe your guiding force in making difficult professional decisions.
- 26) What has been your most significant achievement as an attorney?
- 27) Why do you want this position?
- 28) If offered the position, when could you start?
- 29) What other qualifications would you bring to the job that make you the ideal candidate?
- 30) What is a question we haven't asked and should have, and what is your answer?
- 31) Do you have any questions for us?

Notes:

