

CITY COUNCIL RESOLUTION NO. 2021-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH AUDREY E. SIKES, CITY CLERK, IN ACCORDANCE WITH SECTION 306, OF THE CITY CHARTER TO ESTABLISH THE EMPLOYMENT CONDITIONS, COMPENSATION, BENEFITS, AND SUCH OTHER TERMS AS ARE APPROPRIATE WITH THE CITY CLERK POSITION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council by adoption of ordinance 2020-2158 proposed an amendment to section 306, Charter; and

WHEREAS, pursuant to the Charter and the general laws of the State of Florida, the City held an election, by referendum, on November 3, 2020 to consider the proposed amendment to section 306, Charter; and

WHEREAS, by a majority of the electors voting in said election the amendment to section 306, Charter passed; and

WHEREAS, in relevant part hereto section 306, Charter, provides, ...
“[t]he council shall establish an appropriate contract for the city clerk, which shall contain the employment conditions, compensation, benefits and such other terms as may be appropriate”; and

WHEREAS, Audrey E. Sikes was appointed to the position of City Clerk of the City of Lake City, Florida (hereinafter the "City") on January 12, 2005 and continues to serve as the City Clerk; and

WHEREAS, Audrey E. Sikes and the City Council intend to comply with the requirements of section 306, Charter, and desire to memorialize their respective intentions in a written contract, a copy of which is attached

FLK/bm
12/23/2020

hereto as *Employment Agreement Between the City of Lake City, Florida and Audrey E. Sikes* (hereinafter "Contract" or "Agreement"); and

WHEREAS, the City Council finds that execution of the Agreement is in the best interests of the City and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and accurate and are hereby incorporated herein and made a part of this resolution.

Section 2. The City is hereby authorized to accept the terms and conditions of the Agreement.

Section 3. The Mayor is authorized and directed to execute and deliver the Agreement in the name and on behalf of the City.

Section 4. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of January 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF LAKE CITY, FLORIDA AND AUDREY E. SIKES

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EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF LAKE CITY, FLORIDA AND AUDREY E. SIKES

THIS EMPLOYMENT AGREEMENT, made and entered into this ____ day of January 2021, by and between the City of Lake City, Florida, a municipal corporation, (hereinafter called "Employer" or "City") and Audrey E. Sikes, (hereinafter called "Employee", or "City Clerk").

WITNESSETH:

WHEREAS, Employee has been employed by the City of Lake City since February 14, 2000; and

WHEREAS, Employee was appointed as the City Clerk on January 12, 2005 with an effective date of February 22, 2005; and

WHEREAS, Employee has achieved the professional designation of Master Municipal Clerk from the International Institute of Municipal Clerks which currently only 147 municipal clerks in Florida have obtained; and

WHEREAS, Employee has achieved the professional designation of Florida Certified Records Manager from the Florida Records Management Association; and

WHEREAS, on November 3, 2020 the voters of Columbia County passed a Charter Amendment to Section 306, of the City Charter titled "Duties of the city clerk"; and

WHEREAS, Section 306, of the City Charter provides that the City Council shall establish an appropriate contract for the Charter office of the City Clerk, which shall contain the employment conditions, compensation, benefits, and such other terms as may be appropriate; and

WHEREAS, Section 1.02, of the *City of Lake City, Florida Amended and Restated Personnel Manual, Policy 2014-01* (hereinafter the "Personnel Manual") covers the City Clerk position and said Personnel Manual has been adopted by the City Council; and

WHEREAS, the City Council intends to, and by way of approving this Agreement does, provide precedence to this Agreement should any provision herein be found to be contrary to any provisions of the City's Personnel Manual; and

WHEREAS, it is the intent of the Employer and Employee to agree upon certain benefits, compensation, and employment conditions and memorialize such in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and benefits set forth in this Agreement, the Employer and Employee agree as follows:

The above recitals are true and correct and are incorporated herein by reference. This Agreement supersedes any previous Agreement that may or may not exist between the Parties whether verbal, oral, implied, or in writing.

Section 1. Term and Effective Date.

- A. This Agreement shall be effective retroactively to January 1, 2021 and shall remain in effect until terminated by the Employer or by the Employee as provided herein.
- B. Employee's term of employment shall be indefinite, subject to the terms provided herein, the City Charter, and the City rules and regulations.
- C. Employee shall hold office at the pleasure of the City Council and nothing in this Agreement shall limit, or otherwise interfere with the right of the City Council to terminate the services of the Employee at any time. Nothing in this Agreement shall prevent, limit, or interfere with the right of Employee to resign from the employ of the City. Employee shall provide not less than sixty (60) days advance written notice to Employer unless otherwise mutually agreed upon.

Section 2. Duties.

- A. Employee shall have the duties, responsibilities, and powers of the City Clerk in accordance with the charter and code of ordinances and such other legally permissible and proper duties and functions as the City Council shall, from time to time assign.
- B. Employee agrees to perform all duties and responsibilities with reasonable care, diligence, skill, and expertise.
- C. Employee agrees to perform the duties and functions of the City Clerk to the best of Employee's ability and in a professional and competent manner.
- D. Employee agrees to uphold all City regulations and policies and abide by ethical standards and conduct.
- E. It shall be the duty of the City Clerk to employ, direct, assign, reassign, evaluate, and to accept resignations of all the employees of the City Clerk's office consistent with the established policies, ordinances, charter, state and federal laws.
- F. It shall be the duty of the City Clerk to organize, reorganize and arrange the staff of the City Clerk's Office and to develop and establish internal procedures which the City Clerk deems necessary

for the efficient and effective operation of the office consistent with established policies, ordinances, Charter, State and Federal Law.

- G. Employee shall devote such time, attention, knowledge, and skills necessary to faithfully perform the duties of the City Clerk. The Employee may, however, engage in educational and professional activities provided that such activities shall not interfere with the primary obligations to the Employer as its City Clerk.
- H. Employee will not engage in any other employment or business activity without specific prior approval of the Employer.
- I. The City Council and its members, as the governing body, both individually and collectively, shall refer in a timely manner all substantive criticisms and suggestions related to the City Clerk's Office and its employees to the City Clerk for study and appropriate action.

Section 3. Hours of Work. Employee shall be allowed reasonable flexibility and discretion to take time off during normal business hours for personal reasons provided that doing so does not interfere with the performance of the duties and responsibilities of the City Clerk. Employee shall keep the City Council fully informed in advance of all travel and activities that take the Employee out of the office for more than one business day at a time.

Section 4. Compensation.

- A. Base Salary: Employer agrees to pay Employee an annual base salary of \$95,000, payable in installments at the same time as other City employees are paid.
- B. Annually, at the end of each fiscal year, the City Council shall have the right to evaluate the performance of the Employee for the previous fiscal year using the attached *City of Lake City, City Clerk Evaluation Form* and define goals and performance objectives for the Employee for the upcoming fiscal year. The future goals and performance objectives will be based on aspects the City Council determines to be necessary for the proper operation of the City Clerk and the City Clerk's office and for the attainment of the City Council's objectives. The goals and objectives shall generally be attainable within the specified time limitations and given the annual operating and capital budgets and appropriations provided. The Employer agrees to determine any adjustment of compensation during the City's annual budget process and based upon the Employee's performance during the immediate past fiscal year. The Employer's failure to conduct an evaluation shall not constitute non-compliance with a material provision of this Agreement.

- C. In addition to any adjustment of compensation based upon performance, the Employee shall receive any annual cost-of-living adjustment if approved for all full-time City employees during the adoption of the City's budget.
- D. In addition to the base salary provided herein, Employee shall be entitled to all other benefits provided to all Department Directors of the City.

Section 5. Benefits. Employer shall provide benefits to Employee, at a minimum, equal to that which is provided to all other employees of the City. Employee shall receive no reduction in benefits as a result of this Agreement. The term "non-compensation benefit" shall include, but not be limited to: personal leave, health and life insurance, holidays with pay, and continued retirement plan participation. In addition, Employee shall receive:

- A. Dues and Subscriptions. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth and advancement and for the good of the Employer.
- B. Notary License. Employer agrees to budget for and to pay for Employee's Notary Public License.
- C. Professional Development. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer including but not limited to the Florida Association of City Clerks Summer Academy, Florida Association of City Clerk Fall Academy, Florida Records Management Association Conference, Florida League of Cities Annual Conference, IIMC International Institute of Municipal Clerk Annual Conference, International Institute of Municipal Clerks Region III Conference as well any additional required training to maintain professional designation of MMC and FCRM. Professional Development may also include training webinars, regional, state, and local governmental groups and committees in which Employee serves as a member. The payment of such expenses shall be in accordance with the City's travel policy, as amended from time to time, or as otherwise approved by the City Council. At a minimum, Employer shall budget for and pay for travel and subsistence expenses related to the professional designations of Employee as a Master Municipal Clerk as designated by the International Institute

of Municipal Clerks, and as a Florida Certified Records Manager as designated by the Florida Records Management Association.

- D. Reimbursement of General Expenses. The Employer recognizes that certain expenses of a non-personal but employment related nature may be incurred by Employee and agrees to reimburse or to pay said general expenses. The finance director is authorized to disburse such moneys upon receipt of duly executed expense vouchers, receipts, statements, or personal affidavits in accordance with the applicable procedures of the Employer.
- E. Tuition Assistance. Notwithstanding any sections of the Personnel Manual to the contrary, the Employee shall be authorized to take educational and training courses, at the expense of the Employer, to include college courses, for the purpose of employee development, education or training in order to promote the development of the employee, improve the quality of personal services rendered to the City, equip the employee for career service, and provide a reservoir of occupational skills necessary to meet current and future employment needs. Tuition assistance for college courses shall be submitted during the budget process for review and approval. Tuition assistance for college courses may be subject to repayment should the Employee not achieve a passing grade of "C" or above or if the Employee ceases employment within the time frame as indicated in the chart below.

Number of months of service from completion date of college course:

Months 0-6	100%
Months 7-12	75%
Months 13-18	50%
Months 19-23	25%
Months 24 +	0%

Employee will not be responsible for repayment of tuition assistance if terminated or paid severance.

- F. Fitness Stipend. The Employer recognizes the importance that physical fitness has on health and wellness, therefore agrees to a \$50 per month stipend for use at a gym or fitness center.

Section 6. Reduction of Benefits. Employer shall not, at any time during the term of this Agreement, reduce the salary, compensation or other financial benefits of Employee, except in the case of such a reduction across the board for all City employees and then only in the same proportion to Department Directors.

Section 7. Equipment. The Employer shall provide the Employee, for business use, a laptop computer, software, tablet computer and mobile phone. Upon Employee's termination of employment, the equipment described shall be returned to the Employer within twenty-four (24) hours from the time of termination of employment.

Section 8. Retirement. The Employee shall be entitled to continue participation in the Florida Retirement System as Senior Management in the same manner as other Senior Management employees.

Section 9. Disability. If the Employee becomes permanently disabled or is otherwise unable to perform the duties and functions of the City Clerk because of sickness, accident, injury, mental incapacity or health for a period of one hundred eighty (180) days beyond any accrued leave, the Employer shall have the option to terminate this Agreement, subject to the severance pay section herein. Employee shall be compensated for any accrued sick leave, vacation, holidays, and other benefits.

Section 10. Termination by City. For the purpose of this Agreement, termination shall exclude the applicable section of the Personnel Manual and shall occur when one, or more, of the following occurs:

- A. The majority of the City Council votes to terminate Employee in accordance with the Charter or City Code at a properly posted and duly authorized public meeting.
- B. If the Employer reduces the base salary compensation or any other financial benefit of Employee, unless it is applied in no greater percentage than the average reduction of all Department Directors, such action shall constitute a breach of this agreement and will be regarded as a termination.
- C. If Employee resigns following an offer to accept resignation, whether formal or informal, by the City Council as representative of the majority of the City Council that Employee resign, then Employee may declare a termination as of the date of the suggestion.
- D. If a breach of contract is declared by either party with a thirty (30) day cure period for either Employee or the Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 15.

Section 11. Severance. Severance shall be paid to Employee when employment is terminated as defined in this section and Section 10, as follows:

- A. Employer shall provide a minimum severance payment equal to twenty (20) workweeks of salary at Employee's then current rate of pay. This severance shall be paid in a continuation of salary on the then existing pay period basis or in a lump sum payment, at the Employer's option.
- B. Employer shall pay the Employee for all accumulated annual leave and sick leave, subject to no depreciation or decreases, up to a maximum of five hundred (500) accumulated hours of each annual and sick leaves.
- C. Employee shall also receive, for a period of five (5) months post-termination, a continuation of all benefits to be paid by the City. Employee shall not be entitled to accumulate additional benefits post-termination.
- D. If Employee is terminated because of a felony conviction, or a plea of nolo contendere (no contest) or guilty to a felony charge, or for misconduct, as defined in section 443.036(29), F.S. (2020), then the City is not obligated to pay severance under this section.
- E. If the citizens or legislature acts to substantially amend any provisions of the City Charter or Code as such pertains to the role, powers, duties, authority, or responsibilities of the City Clerk position or that substantially changes the form of government the Employee shall have the right to declare that such amendments constitute termination and Employee shall be entitled to severance as provided for herein.
- F. Local and state laws and regulations shall control when any provisions within this section are found to be in conflict with such laws or regulations.

Section 12. Termination by Employee. The Employee may terminate this Agreement at any time by delivering notice to the Employer no later than sixty (60) days prior to the effective date of the termination. The Employee may terminate this Agreement due to:

- A. Voluntary resignation. Employer shall pay the Employee all accrued compensation owed to the Employee up to and through the Employee's final day of employment. Additionally, Employer shall pay the Employee for all accumulated annual leave and sick leave, subject to no depreciation or decreases, up to a maximum of five hundred (500) accumulated hours of each annual and sick leaves.

The Employer shall have no obligation to pay the severance listed in Section 11 of this Agreement, if the Employee voluntarily resigns.

- B. If the Employer reduces the base salary, compensation or any other financial benefits of the Employee, such action shall constitute a breach of this Agreement and may be regarded as a termination unless the Employer enacts salary reductions for Department Directors and general employees to the same extent. In the latter event, the Employee's salary may be reduced accordingly, and such event shall not be an event of termination or breach of this Agreement. If regarded as a termination the Employee shall be entitled to severance as provided in Section 11 of this Agreement.

This subsection shall not prevent the Employee from collecting any compensation earned as a result of participation in the City's retirement program.

Section 13. Indemnification. Employer shall defend, save harmless, and indemnify the Employee against any action for any injury or damage suffered as a result of any act, event or omission of action that the City Council finds the Employee reasonably believed was in the scope of the Employee's duties or functions, unless Employee acted in bad-faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. The Employer will compromise and settle any such claim or lawsuit and pay the amount of any settlement or judgement rendered thereon. The Employer shall not be liable for the acts or omissions of the Employee committed while acting unreasonably outside the course and scope of any agreed duties, committed in bad-faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In any instance where it is found that the Employee has acted in bad-faith, the Employee shall reimburse the Employer for any legal fees and expenses the Employer has incurred or otherwise paid for, or on behalf of, the Employee in connection with the charged conduct.

The Employer's obligation of indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in the Employee's capacity as City Clerk; regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the Employer.

Section 14. Bonding. The Employer agrees to bear the full cost of any fidelity or other bonds required of the Employee acting in the capacity of City Clerk under any policy, regulations, ordinances or law.

Section 15: Notices. Notice pursuant to this Agreement shall be provided by depositing such in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

A. EMPLOYER: City of Lake City, c/o Mayor, 205 N. Marion Ave.,
Lake City, FL 32055

B. EMPLOYEE: Audrey E. Sikes, 205 N. Marion Ave., Lake City, FL
32055

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 16. General Provisions.

- A. The members of the City Council and Employee agree to work in the spirit of open communication, cooperation, and an atmosphere of mutual trust and support to attain shared goals.
- B. In the event of the death of Employee during the term of this Agreement, this Agreement shall automatically terminate and the Employer shall pay to Employee's surviving spouse or assigned beneficiaries an amount equal to the portion of Employee's salary to which Employee was entitled through the date of Employee's death; accrued sick and annual leave; life insurance benefits and any other applicable death benefits provided to the other Employees of the Employer; and transfer any retirement funds.
- C. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee by mutual written agreement may amend any provision of this Agreement during the life of the mutual agreement. Such amendments shall be incorporated and made a part of this Agreement.
- D. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of the City's Personnel Manual or other rules and regulations then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of the City's Personnel Manual or other rules and regulations or any such permissive law during the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set form below and each hereby acknowledges receipt of an executed copy of this Agreement.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

Dated: _____

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Nikki Starling,
Records Coordinator

By: _____
Fred Koberlein, Jr.,
City Attorney

EMPLOYEE

By: _____
Audrey E. Sikes, City Clerk

Dated: _____

**CITY CLERK
EVALUATION FORM**

Name Date of Hire

Department

Job Title

Reporting Period: From: To:

Employee's attendance record this period:

Annual: Sick: Unexcused:

I. General Performance Evaluation Standard

10.8 - 12.0	Outstanding	3.6 - 4.8	Needs Improvement
8.4 - 9.6	Above Standard	1.2 - 2.4	Unsatisfactory
6.0 - 7.2	Standard		

II. Evaluation Criteria (Please check only one per category)

Knowledge of work: ☐ 1.2 ☐ 2.4 ☐ 3.6 ☐ 4.8 ☐ 6.0 ☐ 7.2 ☐ 8.4 ☐ 9.6 ☐ 10.8 ☐ 12.0

Comments:

Quality of work: ☐ 1.2 ☐ 2.4 ☐ 3.6 ☐ 4.8 ☐ 6.0 ☐ 7.2 ☐ 8.4 ☐ 9.6 ☐ 10.8 ☐ 12.0

Comments:

Quantity of work: ☐ 1.2 ☐ 2.4 ☐ 3.6 ☐ 4.8 ☐ 6.0 ☐ 7.2 ☐ 8.4 ☐ 9.6 ☐ 10.8 ☐ 12.0

Comments:

Initiative: ☐ 1.2 ☐ 2.4 ☐ 3.6 ☐ 4.8 ☐ 6.0 ☐ 7.2 ☐ 8.4 ☐ 9.6 ☐ 10.8 ☐ 12.0

Comments:

Dependability: ☐ 1.2 ☐ 2.4 ☐ 3.6 ☐ 4.8 ☐ 6.0 ☐ 7.2 ☐ 8.4 ☐ 9.6 ☐ 10.8 ☐ 12.0

Comments:

Revised 1/2021

Decision Making: ☐ 1.2 ☐ 2.4 ☐ 3.6 ☐ 4.8 ☐ 6.0 ☐ 7.2 ☐ 8.4 ☐ 9.6 ☐ 10.8 ☐ 12.0

Comments:

Work Relations: ☐ 1.2 ☐ 2.4 ☐ 3.6 ☐ 4.8 ☐ 6.0 ☐ 7.2 ☐ 8.4 ☐ 9.6 ☐ 10.8 ☐ 12.0

Comments:

Public Relations: ☐ 1.2 ☐ 2.4 ☐ 3.6 ☐ 4.8 ☐ 6.0 ☐ 7.2 ☐ 8.4 ☐ 9.6 ☐ 10.8 ☐ 12.0

Comments:

III. Total General Performance Evaluation:

Legend:

9.6 - 19.2 = Unsatisfactory

19.3 - 38.4 = Needs Improvement

38.5 - 57.6 = Standard

57.7 - 76.8 = Above Average

76.9 - 96 = Outstanding

IV. Supervisory Evaluation: (Please check only one per category)

Supervisory Control: ☐ 1.0 ☐ 2.0 ☐ 3.0 ☐ 4.0 ☐ 5.0 ☐ 6.0 ☐ 7.0 ☐ 8.0 ☐ 9.0 ☐ 10.0

Comments:

Leadership: ☐ 1.0 ☐ 2.0 ☐ 3.0 ☐ 4.0 ☐ 5.0 ☐ 6.0 ☐ 7.0 ☐ 8.0 ☐ 9.0 ☐ 10.0

Comments:

Organizational Skills: ☐ 1.0 ☐ 2.0 ☐ 3.0 ☐ 4.0 ☐ 5.0 ☐ 6.0 ☐ 7.0 ☐ 8.0 ☐ 9.0 ☐ 10.0

Comments:

Ability to Instruct and Train: ☐ 1.0 ☐ 2.0 ☐ 3.0 ☐ 4.0 ☐ 5.0 ☐ 6.0 ☐ 7.0 ☐ 8.0 ☐ 9.0 ☐ 10.0

Comments:

Revised 1/2021

**Ability to Evaluate
Employees:**

☐ 1.0 ☐ 2.0 ☐ 3.0 ☐ 4.0 ☐ 5.0 ☐ 6.0 ☐ 7.0 ☐ 8.0 ☐ 9.0 ☐ 10.0

Comments:

III. Total Supervisory Performance Evaluation:

Legend:

5.0 - 11.0 = Unsatisfactory

12.0 - 22.0 = Needs Improvement

23.0 - 32.0 = Standard

33.0 - 43.0 = Above Average

44.0 - 50.0 = Outstanding

IV. Constructive Comments

Major strong points and how they may be used more effectively:

Identification and recommendation where improvement is needed:

Suggested action to achieve improvement in performance:

Evaluator: This evaluation is based on my knowledge and observations of this employee and represents my best judgement of the employee's performance.

Signature of evaluating official

Date

Endorsing Official (Mayor):

I ☐ do ☐ do not concur with the evaluation and comments of the evaluating official.

Comments:

Signature of endorsing official (Mayor)

Date

Revised 1/2021

Employee Acknowledgement:

I ☐ do ☐ do not concur with the ratings and comments of the evaluating and endorsing official.

Comments:

Employee Signature

Date

Note to employee: If you disagree and wish to appeal this evaluation, your appeal must be made in writing and submitted to the Endorsing Official within ten (10) working days of the verbal review of this evaluation.

Revised 1/2021