

Control the Communications

In the moment an adverse action is taken against you, it is imperative to get control of what will be said. When given an unacceptable performance review, placed on administrative leave pending an investigation, given notice of contract non-renewal, or terminated, your first thought must be to negotiate who will say what, if anything, to the press, to members of the public, and to City employees.

You must forge an agreement immediately after the closed session ends, before any member of the City Council can speak out, and before any reporter can ask a question. Often, through the City Attorney, the Council can be reminded that the action just taken constitutes a personnel matter as to which no public comment can be made.

You and the City Council might issue a joint press release, of mutually agreed-upon content, with no follow-up commentary by anyone. Agreement might be reached that the Mayor, the City Attorney, or an acting City Manager will be the lone spokesperson for the City as to your situation. You, in turn, might agree not to fuel debate, by refraining from any public or private statement concerning the personnel action taken.

Not many public executives have the forethought, when negotiating their employment contracts, to provide how internal and external communications will be handled in case of termination. Agreeing before employment on a procedure for communications control at the end of employment may strike some as premature. Yet, as anyone who has enjoyed its benefit can testify, a straight-forward provision in the employment agreement, defining who can say what and when, can give peace of mind at a troubled time.

A number of City Managers have had the benefit of this clause in their employment contracts:

“In the event the City terminates the Manager for any reason or no reason, the City and the Manager agree that no member of the City Council, the City Management staff, nor the Manager, shall make any written, oral, digital or electronic statement to any member of the public, the press, or any City employee concerning the Manager’s termination except in the form of a joint press release or statement, which is mutually agreeable to the City and the Manager. The joint press release or statement shall not contain any information that is disparaging to either party. Either party may repeat the substance of the joint press release or statement in response to any inquiry.”

Often, in the final separation agreement signed by the City and its former chief executive, there is a provision that puts an agreed-upon spin on what happened to the City Manager. As a result, the City Council and City staff may be contractually bound to tell the story in a certain way. While that may help the former City Manager when references are checked by a prospective future employer, it is often too little, too late.

Uncontrolled first and early reports, by Council members and City employees, as to what has happened to the City Manager, may have the unfortunate, practical result of limiting the outcomes that can be negotiated. After all, how could the Council grant an outstanding severance package to the City Manager who has just been vilified for incompetence by Council members?

The imperative to manage the message was understood well by one wise City Manager who had just been terminated. The City Manager's first call was to a media consultant, who immediately began working on his press statement. Of course, his next call was to a lawyer experienced in public executive matters. But, by the time the lawyer was engaged, the City Manager and his just-hired crisis communications specialist had already drafted the joint press statement that would be released two hours later.

First things first. Control the Communications.