



**CLUB
MANAGERS
ASSOCIATION
OF AMERICA**

GENERAL MANAGER/ CHIEF OPERATING OFFICER CONCEPT

INFORMATION PACKET

**MANAGEMENT TO
LEADERSHIP MODEL**



**CLUB
MANAGERS
ASSOCIATION
OF AMERICA**

**THE CLUB MANAGERS ASSOCIATION OF AMERICA
POSITION ON THE GENERAL MANAGER/CHIEF OPERATING OFFICER**

The General Manager (GM)/Chief Operating Officer (COO) is hired by the Board of Directors, reports to the President or Executive Committee, and is responsible for carrying out the Board's policies. The General Manager/Chief Operating Officer will be held accountable for all areas of the club and will ensure the synergism of all club activities. He/She becomes the Board's bridge to the staff and committees and enables the Board to avoid the intricacies and short-term focus that is the staff's responsibility. This will allow the Board to work more exclusively on the holistic and long-term focus of club governance. He/She will prepare such special reports as may be requested by the Board and will report back on the effectiveness of the club's policies, operations and new programs.

The characteristics of a successful GM/COO include honesty, straightforwardness, integrity, accountability, leadership and dedication. He/She must demonstrate interpersonal relations skills, be a good communicator, be administratively competent and be able to communicate the club's vision.

GUIDELINES

The GM/COO is a partner with the Governing Board in achieving the club's mission and discusses issues confronting the club with the Governing Board. He/She also assists the Governing Board in developing a format for assessing the progress of the club and reviews any issues of concern with the Governing Board.

The GM/COO keeps the Governing Board apprised of the organizational climate, identifying problems either actual or anticipated, communicates with the Directors, and offers consultative assistance as well as shares responsibility with the Governing Board for the club's organizational development and organizational change programs.

The GM/COO has ALL club department heads reporting to him/her. He/She will assume or delegate the duties and responsibilities of the department heads if they are absent or disabled. The GM/COO will complete all responsibilities and duties as prescribed in the bylaws of the club and perform other duties as directed by the Board of Directors.

The GM/COO monitors long- and short-term objectives, financial reports and prepares a financial plan for the club.

The GM/COO sets the standard for effective management, maintaining a high level of ethics, prudence, creativity, productivity and demonstrating a concern for the supervision and development of the staff.

The GM/COO helps the Board to arrive at a consensus about important matters by providing pertinent information and interacts with the Board to investigate more efficient operating procedures and new club activities.

The GM/COO appraises the Governing Board of trends, changing circumstances and unexpected occurrences that could call for innovation or adaptation of the strategic plan.

The GM/COO helps to set and maintain high standards for all facilities, services and communications.

The GM/COO oversees all programs, services and activities to ensure that objectives are met.

The GM/COO coordinates and edits all membership and public relations communications.

The GM/COO maintains a comprehensive knowledge of operational procedures and principles used throughout the club and takes responsibility in developing, maintaining and documenting consistent procedures.

The GM/COO has knowledge of key situations or problems facing the club. He/She monitors all activities in progress in order to achieve the Board's objectives and provides feedback to the Governing Board on the progress being made.

SAMPLE JOB DESCRIPTIONS

I. POSITION

General Manager (GM)/Chief Operating Officer (COO)

II. RELATED TITLES

Club Manager; Club House Manager

III. JOB SUMMARY

Serves as Chief Operating Officer of the club: manages all aspects of the club including its activities and the relationships between the club and its Board of Directors, members, guests, employees, community, government and industry. Coordinates and administers the club's policies as defined by its Board of Directors. Develops operating policies and procedures and directs the work of all department managers. Implements and monitors the budget, monitors the quality of the club's products and services and ensures maximum member and guest satisfaction. Secures and protects the club's assets, including facilities and equipment.

IV. JOB DUTIES AND RESPONSIBILITIES

1. Implements general policies established by the Board of Directors; directs their administration and execution.
2. Plans, develops and approves specific operational policies, programs, procedures and methods in concert with general policies.
3. Coordinates the development of the club's long-range and annual (business) plans.
4. Develops, maintains and administers a sound organizational plan; initiates improvements as necessary.
5. Establishes a basic personnel policy; initiates and monitors policies relating to personnel actions and training and professional development programs.
6. Maintains membership with the Club Managers Association of America and other professional associations. Attends conferences, workshops and meetings to keep abreast of current information and developments in the field.
7. Coordinates development of operating and capital budgets according to the budget calendar; monitors monthly and other financial statements for the club; takes effective corrective action as required.
8. Coordinates and serves as ex-officio member of appropriate club committees.
9. Welcomes new club members; "meets and greets" all club members as practical during their visits to the club.
10. Provides advice and recommendations to the President and committees about construction, alterations, maintenance, materials, supplies, equipment and services not provided in approved plans and/or budgets.
11. Consistently ensures that the club is operated in accordance with all applicable local, state and federal laws.
12. Oversees the care and maintenance of all the club's physical assets and facilities.
13. Coordinates the marketing and membership relations programs to promote the club's services and facilities to potential and present members.
14. Ensures the highest standards for food, beverage, sports and recreation, entertainment and other club services.
15. Establishes and monitors compliance with purchasing policies and procedures.
16. Reviews and initiates programs to provide members with a variety of popular events.

17. Analyzes financial statements, manages cash flow and establishes controls to safeguard funds. Reviews income and costs relative to goals; takes corrective action as necessary.
18. Works with subordinate department heads to schedule, supervise and direct the work of all employees.
19. Attends meetings of the club's Executive Committee and Board of Directors.
20. Participates in outside activities that are judged as appropriate and approved by the Board of Directors to enhance the prestige of the club; broadens the scope of the club's operation by fulfilling the public obligations of the club as a participating member of the community.
21. Reports member infractions to the board for necessary action.
22. Properly manages all aspects of the club's activities to ensure and maintain the quality of products and services provided by the club.
23. Serves as liaison between all management staff and the board.
24. Coordinates inter- and intra-committee activities.
25. Writes policy and rule directives or approves those written by department heads.
26. Has ultimate authority over inter-departmental matters and implements policies concerning employee-employer relations.
27. Develops, maintains and disseminates a basic management philosophy to guide all club personnel toward optimal operating results, employee morale and member satisfaction.
28. Prepares reports and other support material for committee and board use.
29. Negotiates and recommends board approval for contracts.
30. Provides for and manages use of the club's equipment, space and materials.
31. Establishes and approves workloads, work methods and performance standards.
32. Maintains relations with police, fire, liquor control board, health department and other governmental agencies.
33. Directs purchasing, receiving, storage, issuing, preparation and control of all products, supplies and equipment.
34. Coordinates as necessary arrangements for public functions and social gatherings including seating according to protocol and special courtesies extended to members and guests.
35. Ensures proper cleanliness and sanitation of all club facilities and environments.
36. Performs competitive analyses on clubs and other businesses providing member alternatives through personal observations and historical reports.
37. Handles emergencies such as fires, accidents and breaches of security or house rules promptly and in person. Emphasizes prevention through training, inspection and preventive enforcement.
38. Convenes and presides over meetings with departmental managers; conducts all-facility personnel meetings.
39. Gives direction to and works closely with vendors, outside contractors, firms and individuals providing services to the club.
40. Directs the writing and publishing of the club newsletter and plans for intra-club public relations.
41. Performs other duties as directed by the president or board of directors.

V. REPORTS TO

Club President and Board of Directors

VI. SUPERVISES

Assistant General Manager (Club House Manager); Food and Beverage Director; Controller; Membership Director; Director of Human Resources; Director of Purchasing; Golf Professional (Director of Golf); Golf Course Superintendent; Tennis Professional; Athletic Director; Executive Secretary.

SUGGESTED GENERAL MANAGER/CHIEF OPERATING OFFICER (COO) CONTRACT

The following wording should only be considered as a general guideline. This contract is not designed to apply in all situations. No contract could be formulated to cover every detail of the business relationship between every club and every GM/COO. Alternative wording has been provided for some of the following terms of agreement. You and your counsel should specify all conditions of employment unique to your situation.

Opening Statement:

This Employment Agreement made and entered into this day of _____, 20_____, by and between (name of club) of (city, county, state) hereinafter referred to as the club and (name of manager), of (city, county, state) hereinafter referred to as the GM/COO.

a) The GM/COO is, at the time of this Agreement, employed as manager of the club and the parties wish to continue such relationship upon the terms and conditions hereinafter set forth.

or

b) All previous employment agreements between the parties are hereby revoked and superseded by this Agreement.

or

c) The parties desire to record the arrangements made for the employment of the GM/COO by the club.

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

Term:

The GM/COO's employment under this Agreement shall be for a period of _____ years, commencing on _____, 20_____, and ending on _____, 20_____, unless sooner terminated as provided herein.

Compensation:

a) For all services rendered by the GM/COO under this Agreement, the club shall pay the GM/COO a salary of \$ _____ per year, payable in equal (monthly, weekly, etc.) installments at the end of each (week or month). The GM/COO shall also receive all other benefits that are generally available to other club employees including but not limited to expense accounts, medical benefits, life insurance, educational benefits and such additional salary and benefits as may be agreed upon from time to time between the club and the GM/COO.

b) (in cases where the term is indefinite) For all services rendered by the GM/COO under this Agreement, the club shall initially pay the GM/COO a salary at the annual rate of not less than \$ _____ per year, payable in equal (weekly, monthly, etc.) installments. Future compensation shall be at such rates, and payable at such times as shall be mutually agreed upon by the parties, but shall not be less than the compensation stated above. The GM/COO shall also receive all other benefits that are generally available to other club employees including but not limited to expense accounts, medical benefits, life insurance, educational benefits and such additional salary and benefits as may be agreed upon from time to time between the club and the GM/COO.

Termination:

The Club may terminate this agreement at any time for cause upon thirty (30) days written notice and the GM/COO prior to the effective date of such termination should any of the following occur:

1) The GM/COO's commission of a felony, fraud, misappropriation or embezzlement, or

2) The GM/COO's material breach of his obligations as set forth in this agreement if the breach is not corrected within forty-five (45) days of the GM/COO reviewing written notice of the alleged breach, or 3) the GM/COO's becoming so disabled as to be unable to substantially perform GM/COO's duties on a full-time basis for a period of _____ (see paragraph entitled "Extended Illness") or more, and remains unable to substantially perform his duties at the expiration of this period. Such termination for cause shall be approved by a majority vote of the Board of Directors and shall be effective only after written notice setting out the cause for termination and after the GM/COO is provided forty-five (45) days opportunity from receipt of the notice to cure such cause for termination of employment. The Club shall pay the GM/COO the compensation provided in the Agreement plus all benefits through the effective date of such termination. The GM/COO may terminate this agreement at any time upon sixty (60) days written notice to the Club.

Termination — Alternative Language:

The Club may terminate this agreement at any time with or without cause by giving thirty (30) days written notice to the GM/COO and by paying to the GM/COO an amount equal to either six month salary from the date of termination or one month's salary for each year of employment by the GM/COO with the Club up to a maximum of eighteen (18) months pay, plus full benefits during the severance period, including but not limited to, term life insurance, short and long term disability insurance, medical insurance and pension contributions.

Responsibilities:

The GM/COO shall be responsible to the club's governing body for all actions concerning the club's operation and the presiding officer thereof in the event of conflict of interest or difference of opinion among the members thereof. The GM/COO shall use all reasonable efforts to ensure that regulations are observed by members of the club, and shall advise the governing body, or any member thereof, of any violations, abuses of privileges, or unbecoming conduct on the part of members.

Retirement-Pension:

a) In addition to salary, the club agrees to contribute, at the rate of \$ _____ per annum for the duration of this Agreement and during any extension thereof, to the (name of pension plan) currently in effect for the benefit of employees of the club, in order to provide the GM/COO with such death and retirement benefits as are therein contemplated.

or

b) In addition to salary, the club agrees to contribute, at the rate of \$ _____ per annum for the duration of this Agreement and during any extension thereof, to a qualified pension plan for the GM/COO, who shall be consulted with regard to the apportionment between death and retirement benefits. Any such pension plan shall provide for full vesting of all benefits in the GM/COO by the expiration date of this Agreement.

Insurance:

a) In addition to other compensation, the club at its own expense shall include the GM/COO in all insurance and hospitalization plans available to employees of the club as a group.

or

b) In addition to other compensation, the club at its own expense shall provide for the GM/COO's family health insurance coverage at least equivalent to the best available Blue Cross, Blue Shield and Major Medical coverage offered in the area.

SUGGESTED GENERAL MANAGER/CHIEF OPERATING OFFICER (COO) CONTRACT (CON'T.)

Extended Illness:

a) Should the GM/COO be unable to substantially perform his duties because of illness or other incapacity, he shall be retained at full compensation and other benefits for one month plus one week for each year of employment. At the expiration of this period if the GM/COO remains unable to substantially perform, this Agreement may be terminated by written notice to the GM/COO.

or

b) Should the GM/COO be unable to substantially perform because of illness or other incapacity, GM/COO shall be retained at full compensation and other benefits for one month plus one week for each full year of employment. At the expiration of this period, if the GM/COO remains unable to substantially perform, the Agreement may be terminated by written notice to the GM/COO. Upon such termination of this Agreement by the club, the club shall pay to the GM/COO the difference between the salary hereunder and the amount received by GM/COO under any applicable Workman's Compensation Act, Temporary Disability Insurance Act, or the Club's Sickness and Accident Insurance Plan, if any, for an additional period of (6 months, 1 year, etc.)

Vacations:

After one full year of employment by the club, the GM/COO shall be entitled to an aggregate of fourteen days paid vacation per year. After (number) full years of employment by the club, the GM/COO shall be entitled to an aggregate of (number) days paid vacation per year. All such vacations shall be taken at times mutually agreed upon between the GM/COO and the club. Neither leaves of absence to attend educational sessions or Club Managers Association of America Annual Conferences, nor time lost because of sickness or injury shall be deducted from vacation periods. Any vacation time not taken during the term of this Agreement shall accrue and be carried forward from year to year.

Association Dues:

The club shall pay, on behalf of the GM/COO, all dues to professional associations to which GM/COO may belong in conjunction with GM/COO's club position, including the annual dues to the Club Managers Association of America.

Education Expenses:

The club shall reimburse the GM/COO for all reasonable expenses incurred in attending the annual conferences of his professional association, educational courses sponsored by it, and meetings of the local chapter thereof, upon presentation of appropriate expense vouchers, in addition to attending the Annual Club Managers Association of America Conference. The GM/COO shall be entitled to attend _____ educational workshop(s) annually sponsored by the Club Manager's Association of America.

It is further understood that the GM/COO shall, when reasonably possible, be accompanied by the GM/COO's spouse at the Annual Club Managers Association of America meeting, and at other conferences requested by the Board of Directors, which expenses will be reimbursed by the club.

Automobile:

a) The GM/COO shall have the use of an automobile provided by the club. Ordinary service, repairs and insurance for the vehicle shall be performed and provided at the club's expense.

or

b) The GM/COO is expected to use the GM/COO's own automobile in the performance of his duties for the club for which the club shall reimburse the GM/COO at the rate of (either so much per mile, or so much per month, etc.)

Food:

Meals for the GM/COO shall be provided by the club without charge, in the customary manner, on the club premises and for the convenience of the club.

Club Privileges:

The GM/COO (and his/her spouse or family) shall be entitled to full club privileges without charge. The club shall furnish without charge suitable living quarters for the GM/COO and GM/COO's family, which they shall occupy as a condition of the GM/COO's employment and for the convenience of the club.

Arbitration:

Any controversy or claim arising out of, or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Any decision rendered by the arbiter(s) shall be final, conclusive and binding upon the parties, and may be entered as judgment in any court having jurisdiction thereof. Notice of a demand for arbitration shall be sent in writing to all parties to this Agreement. The demand for arbitration shall be made within a reasonable time after the dispute has arisen.

Inurement:

This Agreement shall be binding upon and shall inure to the benefit of the club and its successors and assigns, but shall not be assignable by the GM/COO.

Notice:

Any notice required to be given by this Agreement shall be effective only if in writing, and delivered personally, or sent by first class mail, postage prepaid, if to the GM/COO, addressed to the GM/COO at the GM/COO's last known residence, and if to the club, addressed to its last known business address, or to such other address as either party shall have specified by notice given in the manner described above.

Extension:

Unless either party to the Agreement gives written notice to the other prior to _____ days before the end of the term of this Agreement of an intention to terminate the Agreement, this Agreement is extended for an additional period of _____ year(s) beyond the period stated in this Agreement under the same conditions and terms as contained in this Agreement.

Severability:

If any one or more of the provisions of this Agreement shall be held unenforceable or invalid, the enforceability and validity of all other provisions of this Agreement shall not be affected thereby.

Waiver:

The waiver by either party to this Agreement of a breach of any term of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.

Entire Agreement:

This instrument contains the entire agreement between the parties and may not be amended in any way except by agreement in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20 _____

WITNESS:

_____ By _____
Title _____
GM/COO _____

GENERAL MANAGER/CHIEF OPERATING OFFICER (COO) AGREEMENT

THE STATE OF

COUNTY OF

THIS AGREEMENT made and entered into as of the date hereafter set out between _____, general manager/chief operating officer, hereinafter sometimes referred to as "GM/COO" and _____, a corporation duly incorporated under the laws of the State of _____, acting herein by and through its duly authorized officers, hereinafter referred to as the club."

WITNESSETH

In consideration of the mutual promises and agreements herein contained, it is agreed between the parties hereto as follows:

1.1 The club retains GM/COO as its chief operating officer for a period beginning on _____, _____ and terminating as provided in this Paragraph 1.1 and Paragraph 3.1 hereof.

Provided, always, that in the sole judgement and decision of the club, if GM/COO should become unable to serve as chief operating officer or should fail to perform any of the obligations hereunder for any cause including death or disability, then the club shall have the right to terminate this agreement on days written notice.

1.2 Subject to the rules of the club, and subject to the provisions of this Agreement, GM/COO shall have authority and responsibilities of the chief operating officer to manage the operation of all club departments and administer club policy. The GM/COO reports directly to the club president, is expected to attend all Board of Directors meetings and is appointed acting Secretary/Treasurer to take minutes of Board of Directors meetings and perform other duties as generally pertaining to this office. GM/COO participates as an ex-officio member of all committees such as but not limited to:

1. Executive Committee
2. Planning and Advisory Committee - Long Range Planning
3. Budget and Finance Committee
4. House Committee
5. Greens Committee
6. All Recreational Outlet Committees such as golf, tennis, swimming, etc.

1.3 The club shall pay GM/COO a salary or deferred compensation income for services hereunder at the rate of \$ _____ per month. The salary will be reviewed by the club president annually for cost of living increase and/or a merit increase, for recommendation to the Board of Directors.

1.4 The club agrees to furnish the GM/COO insurance benefits which all qualified employees receive such as: a. Life Insurance; b. Disability Insurance; c. Hospital, Medical and Dental Insurance; d. Accidental Death and Dismemberment Insurance; e. Other negotiated coverages.

1.5 The club agrees to pay the agreed contribution to the club's retirement plan and other retirement benefits.

1.6 The club, during the terms of this Agreement, shall pay or reimburse the GM/COO for all ordinary and necessary expenses incurred by the GM/COO in performance of duties under this Agreement and in accordance with the policies of budget approved by the club which includes but is not limited to:

- a. Use of club owned car when needed for club business
- b. Meals for GM/COO and family when dining at the club
- c. Entertainment allowance
- d. Medical examinations
- e. Professional dues
- f. Educational expense reimbursement
- g. Travel allowance
- h. Uniform allowance
- i. Laundry and dry cleaning
- j. Club use

1.7 In the event this Agreement is terminated for any reason, the club shall pay to the GM/COO or appointed executors, administrators or legal representatives an amount equal to the monthly installment of salary for the month in which the termination occurred. All other amounts due GM/COO shall be settled as of such date. Thereafter the club shall have no further liability or obligation to the GM/COO or executors, administrator, or legal representatives.

1.8 The club, during the term hereof, shall furnish as a condition of employment and without charge to GM/COO, meals each day during the time on duty. The GM/COO when eating in one of the club's dining rooms, shall sign for food and beverage as members do.

GENERAL MANAGER/CHIEF OPERATING OFFICER AGREEMENT (CON'T.)

1.9 The club shall allow GM/COO to be absent from duties at the club a total of _____ weeks during each twelve (12) months following the date hereof, in which time vacation is included. Any vacation time not taken during the term of the Agreement shall accrue and be carried forward from year to year. In addition, it is contemplated that the GM/COO may wish to participate in various local, state and national professional associations, but such participation must have the prior approval of the president or an authorized club officer.

1.10 The club shall, in accordance with Article _____ of the club's bylaws, indemnify the GM/COO who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the club) by reason of the fact that the GM/COO is or was an employee of the club against expenses (including attorney's fees), judgements, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the GM/COO in connection with such action, suit or proceeding if the GM/COO acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the club, and with respect to any criminal action or proceeding, had no reasonable cause to believe any conduct was unlawful. The termination of any action, suit or proceeding by judgement, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the GM/COO did not act in good faith and in a manner which reasonably believed to be in or not opposed to the best interests of the club, and with respect to any criminal action or proceeding, had reasonable cause to believe that any conduct was unlawful.

2.1 GM/COO accepts employment as chief operating officer for the club, and shall manage all the usual activities and is responsible for all functions of the club operation.

2.2 GM/COO shall employ and supervise all club employees including: a. Clubhouse Manager - Assistant to Manager; b. Golf Professional; c. Golf Course Superintendent; d. Tennis Professional; e. Pool Director; f. Maintenance Supervisor; g. Controller-Office Manager.

2.3 GM/COO shall represent the club organization to members, guests, and the public as required to foster and support desirable relationships and club image.

2.4 GM/COO shall establish policies and operating procedures for the club as directed and approved by the Board of Directors. The GM/COO reviews hiring selection of various supervisors, writes directives, manuals and work schedules covering policies, rules, regulations and approves directives written by department heads.

2.5 GM/COO shall be available at the club at all times required by the functions hereunder during the term of this Agreement, except when on vacation or attending professional association meetings or educational programs as set forth in Paragraph 1.9. When absent on vacation or for association activity or for any other reason, GM/COO shall leave a competent assistant manager to perform GM/COO duties at the club and shall notify the club president in advance of the absence of the name of the person in charge during such absence.

2.6 GM/COO shall abide by the _____ rules the same as a member, to extent they apply to dress, conduct and club tradition.

2.7 GM/COO grants the club the right to use and publicize the name of the chief operating officer in any publicity for or by the club during the term of this Agreement.

2.8 GM/COO has ultimate authority over inter-departmental disputes and implements policies concerning employee-employer relations. As head of all departments, the GM/COO must be consulted as to policy and other changes in the operation of each section. The GM/COO suggests changes and may direct the implementation of the change. Although the GM/COO delegates authority to various department heads, the GM/COO is still responsible for all operations of the club and may make changes deemed necessary for the successful operation of the club.

2.9 GM/COO shall cooperate with the treasurer and controller in collecting and keeping all monies of the club and disbursing them as directed by the Board of Directors. The GM/COO shall oversee the accounts in books belonging to the club, which shall be at all times open to the inspection of the Board of Directors, to whom the GM/COO shall make monthly reports in writing of the money received and paid out and the amount of funds on hand. The GM/COO shall be prepared to make a report of the financial condition of the club at the Board of Directors meetings and conduct all correspondence relating to the financial matter of the club. The GM/COO shall, from time to time, make recommendations to the Board of Directors as to the amounts which shall be apportioned for the use of each committee and shall check the treasurer's books whenever requested by the Board of Directors, and shall supervise generally the club's finances.

2.10 GM/COO recognizes that the GM/COO duties to the club require full and undivided attention and agrees not to engage in organized outside activities or business which would dilute time with the club.

3.1 The term of the Agreement shall begin and be effective as of _____, _____ and shall continue in force and effect, unless terminated in accordance herewith, for a period of five (5) years from such date, and thereafter from year to year unless canceled by either the club or the GM/COO upon written notice delivered _____ days prior to any anniversary date. Not later than _____, _____ the GM/COO agrees to present at least three (3) candidates capable of managing the existing duties of the GM/COO to the Board of Directors.

3.2 If this contract is terminated by the club "without cause" the GM/COO shall be paid as termination compensation:

- a. An amount equal to the current one month's salary for each year of employment by GM/COO with the club, to a maximum of eighteen (18) years full current insurance, fringes, and other benefits during the severance period, including, but not limited to, term life insurance, short and long term disability insurance, medical insurance and pension contributions.

4.1 All notices, consents, waivers or communications required or permitted hereunder shall be sufficient if given in writing and delivered personally or by registered or certified mail return receipt requested, postage prepaid, as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

If to the club:

GENERAL MANAGER/CHIEF OPERATING OFFICER

SAMPLE BYLAW

Section 1.

1. Responsibilities — The general manager (GM)/chief operating officer (COO) is responsible for the proper management of all aspects of the club's activities so as to ensure maximum membership satisfaction; a sound financial operation compatible with the best interests of members, guests and club employees; the maintenance and improvement of the quality of the club's services; and the security and protection of the club's assets and facilities. The GM/COO reports to the Board of Directors and administers all policies as established by the board.

Section 2.

1. Duties — The GM/COO administers and manages all club operations, except as stated herein, and shall devote his/her time and abilities exclusively to the operations of the club and its facilities within the framework of general policy promulgated by the board of governors. His/her duties include the following:

(a) He/She shall provide the overall administration of the club pursuant to the policies adopted by the board of governors and within the general provisions of the bylaws, house rules, etc.

(b) He/She shall be responsible for hiring, terminating and supervising of all club personnel. He/She shall be responsible for establishing specific personnel policies, hourly wages, compensation benefit programs, job descriptions and personnel procedures in coordination with standing committees and broad guidance and general approval of the board, and consistent with the rules and bylaws. Remuneration of salaried employees and independent contractors shall be reviewed normally on an annual basis by an ad hoc committee appointed by the president, chaired by the chairman of the finance committee. Recommended changes shall be submitted to the board for approval in executive session.

(c) He/She shall coordinate the various activities of the club and shall achieve the appropriate cooperation and coordination of the various operations and departments of the club.

(d) He/She shall communicate with club members, committees, the Board of Directors and staff members as necessary to accomplish the goals and objectives of the club.

(e) He/She shall attend meetings of the Board of Directors and the various committees with respect to which he shall be designated an ex-officio member. The relationship between the GM/COO and the various committees shall be as directed in Article V committees. He/She shall arrange for proper minutes to be maintained for meetings of the board, standing committees and ad hoc committees as appropriate.

(f) Although the GM/COO may delegate some of his authority to the golf course superintendent and sports professionals, he/she shall remain responsible for all operations of the club.

(1) The golf course superintendent shall report to the GM/COO on all administrative matters including the following: accounting and financial aspects including payroll, purchasing procedure on approved budgeted items, both capital and operational; personnel procedures; acquisition of necessary licenses and permits; reporting requirements imposed by various regulatory agencies.

At his discretion, the GM/COO may delegate to the golf course superintendent responsibility for hiring (and layoff) of his crew, salaries and wages as budgeted, and work schedules. The superintendent shall continue to coordinate with the greens chairman on club policy matters, course preparation and care, as well as course layout and all other physical aspects of the golf course and grounds.

(2) The sports professionals shall report to the GM/COO on all administrative matters including but not

limited to the following: implementation of individual contract provisions; accounting and financial matters, including payroll, accounting concerning charges to members billed through the club; maintenance and repair of club space and property allotted to their operations; purchasing procedure on approved budget items, both capital and operational.

(g) The GM/COO shall use sound fiscal methods in order to achieve the budget objective approved by the Board of Directors in the annual operating budget. He/she shall prepare the annual budget in conjunction with appropriate standing committees.

(h) He/she shall discharge such duties as may be assigned to him/her by the Board of Directors or the President.

Section 3.

1. Authority — Commensurate with his/her responsibilities and duties, the GM/COO shall have authority to manage and administer the club and its operations in conformity with the general policies established by the Board of Directors, the club's bylaws, house rules, etc. In general, he/she shall have authority for personnel and technical administration of all areas of the club's operations. The GM/COO shall employ and terminate salaried employees and independent contractors provided, however, such employment and termination shall be subject to the prior coordination with concerned committees and to the approval of the board.

(a) Chief Operating Officer. The GM/COO shall be employed by the board and his salary shall be fixed by the board. The chief operating officer shall be the operating head of all departments. All employees of the club, except as otherwise specified herein, shall be employed, discharged, or otherwise controlled by the GM/COO in keeping with the organizational chart and salary ranges approved by the board. The GM/COO shall establish all charges for food, beverage and services, in and about the clubhouse, subject to the approval of the board.

CLUB MANAGEMENT COMPETENCY AREAS FOR THE GENERAL MANAGER/CHIEF OPERATING OFFICER

When designing your programs, you may want to consider the nine competency areas for certification:

I. Private Club Management

History of private clubs	Board relations
Types of private clubs	Chief Operating Officer concept
Membership types	Committees
Bylaws	Career development
Policy formulation	

II. Food and Beverage Operations

Sanitation	Quality service
Menu development	Creativity in theme functions
Nutrition	Design and equipment
Pricing concepts	Food and beverage personnel
Ordering/receiving/controls/inventory	Developing a wine list
Food and beverage trends	

III. Accounting and Financial Management

Accounting and finance principles	Financing capital projects
Uniform system of accounts	Audits
Financial analysis	Internal Revenue Service
Budgeting	Computer
Cash flow forecasting	Business office organization
Compensation and benefit administration	Long-range financial planning

IV. Human and Professional Resources

Employee relations	Time management
Management styles	Stress management
Organizational development	Labor issues
Balancing job and family responsibilities	Leadership vs. management

V. Management

- Communication skills
- Professional image and dress
- Effective negotiation
- Member contact skills

VI. Marketing

- Marketing through in-house publications
- Working with the media
- Marketing strategies in a private club environment

VII. Golf/Sports and Recreation Management

- Golf operations management
- Golf course management
- Tennis operations
- Swimming pool management
- Yacht facilities management
- Fitness center management
- Locker room management
- Club job descriptions

VIII. External and Governmental Influences

Legislative influences	Privacy
Regulatory agencies	Club law
Economic theory	Liquor liability
Labor law	Internal Revenue Service

IX. Building and Facilities Management

Preventive maintenance	Housekeeping
Insurance and risk management	Security
Clubhouse remodeling and renovation	Laundry
Contractors	Lodging operations
Energy and water resource management	



CMAA MANAGEMENT TO LEADERSHIP MODEL

HISTORY

A group of managers at a BMI V began a lively discussion that sparked new ideas, altered perspectives, evolved concepts and generated a great deal of enthusiasm for “defining” the role of the General Manager/COO at the club and in the industry. So great was the passion for this topic and the desire to further explore it that a Task Force was created to see how CMAA should approach this emerging model of management.

It has become increasingly clear that the club industry, and especially club members, have shifting and, indeed, ever-increasing expectations of the role of general manager. It is also growing more apparent that the “tried and true” model of manager as “Chief Operating Officer” alone appears to fall short of those increasing needs.

The general manager at a club has a wide range of responsibilities and authority that all factor into his/her success at the club. The management model that we have accepted and by which we have defined ourselves is shifting. It’s time to introduce and embrace a more accurate and timely model to reflect the industry today.

CMAA leaders have analyzed the position and have defined a new model of leadership for club managers — the “Management to Leadership” model. Broken into logical areas of responsibility and authority, the management to leadership model asserts the club managers have a responsibility to move beyond simply “managing the operations” to being able to provide vision and strategic leadership to the staff and volunteer leaders.



CMAA MANAGEMENT TO LEADERSHIP MODEL

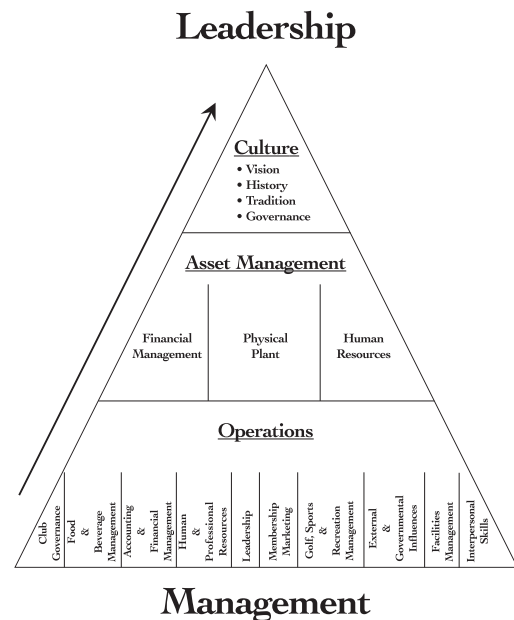
THE MODEL

The new model — Management to Leadership — is based upon the theory that general managers/COOs are responsible for three major areas: Operations, Assets/Investments and Club Culture. This construct more accurately expresses today’s general manager/COO as the professional responsible for the multiple facets of club operations, as well as managing the club’s assets/investments and culture. It is a continuum of constant building and honing of skills and competencies.

The foundation of the model is the successful management of club “**Operations.**” The components of this foundation are already defined by CMAA as the core competencies of a General Manager/COO:

- * Private Club Management
- * Food and Beverage Operations
- * Accounting and Financial Management
- * Human and Professional Resources
- * Management
- * Marketing
- * Golf/Sports and Recreation Management
- * Governmental & External Influences
- * Building and Facilities Management

Management to Leadership



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The second tier of the model is mastering the skills of “**Asset/Investment Management.**” Today’s General Manager/COO must be able to manage the physical property, the financial well-being and the human resources of the club. These facets of the manager’s responsibility are equally as important as managing the “operations” of the club.

The third and final tier of the new model is the preserving and fostering the “**Culture**” of the club. The culture of the club can be defined as the club’s traditions, history and vision. Many managers intrinsically perform this function; however, it is an often overlooked and underdeveloped quality.



CMAA MANAGEMENT TO LEADERSHIP MODEL

POINTS TO PONDER:

- * When you tell people what you do for a living, what is their immediate perception? Do you want to change or enhance that perception?

- * How does today's manager reconcile the competing dynamics of the role of the General Manager with those of the golf professional, golf course superintendent and clubhouse manager?

- * Is every manager cut out for managing in this fashion?

- * Is your club culture ready for this type of leadership?



CMAA MANAGEMENT TO LEADERSHIP MODEL

AN EMERGING VISION — THE NEW CEO:

- * GM/COOs have expanded roles in clubs today.
- * Although we tend to focus on “Club Operations,” two equally important areas are “Asset Investment” and “Club Culture.”
- * A true leader takes stewardship of all three areas.
- * Though not revolutionary, this is an evolved concept of the GM/COO.
- * Competing role of GM with Golf Pro, Superintendent and Clubhouse Manager. Must establish the COO as the leader of the management triumvirate and of each of club’s department heads.

GM AS CHIEF INVESTMENT OFFICER:

- * Managing a comprehensive portfolio of club assets both tangible and intangible.
- * Cash;
- * A newly renovated clubhouse;
- * The golf course;
- * Maintenance equipment;
- * Antique appointments and furnishings; and
- * Your staff.

GM AS CHIEF CULTURAL OFFICER:

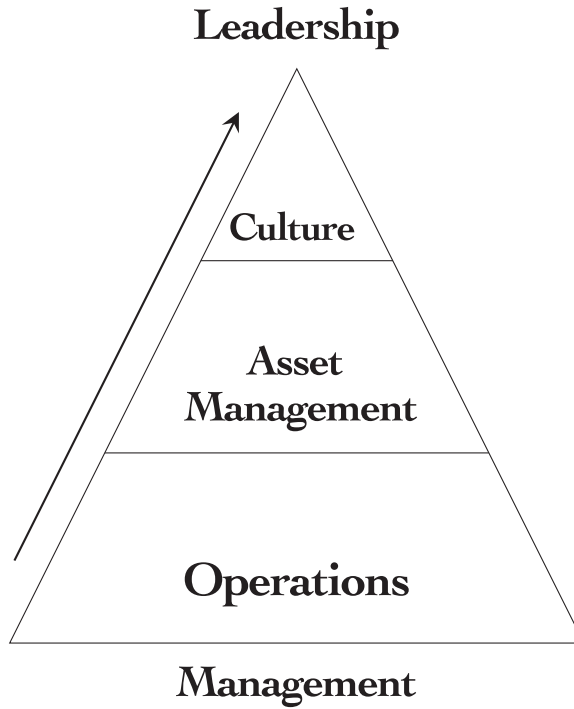
- * Responsible for the traditions, customs and practices of the club.
- * What makes your club unique?
- * How do you preserve the intangible quality of culture?

CMAA MANAGEMENT TO LEADERSHIP MODEL



THE MODEL:

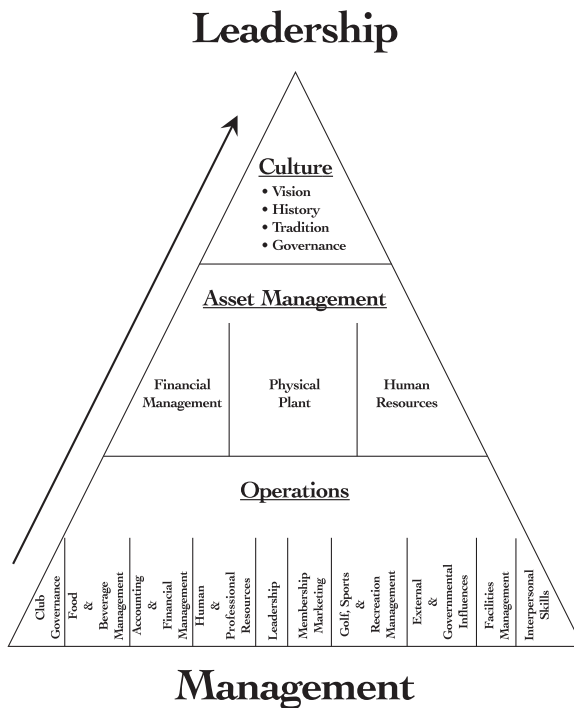
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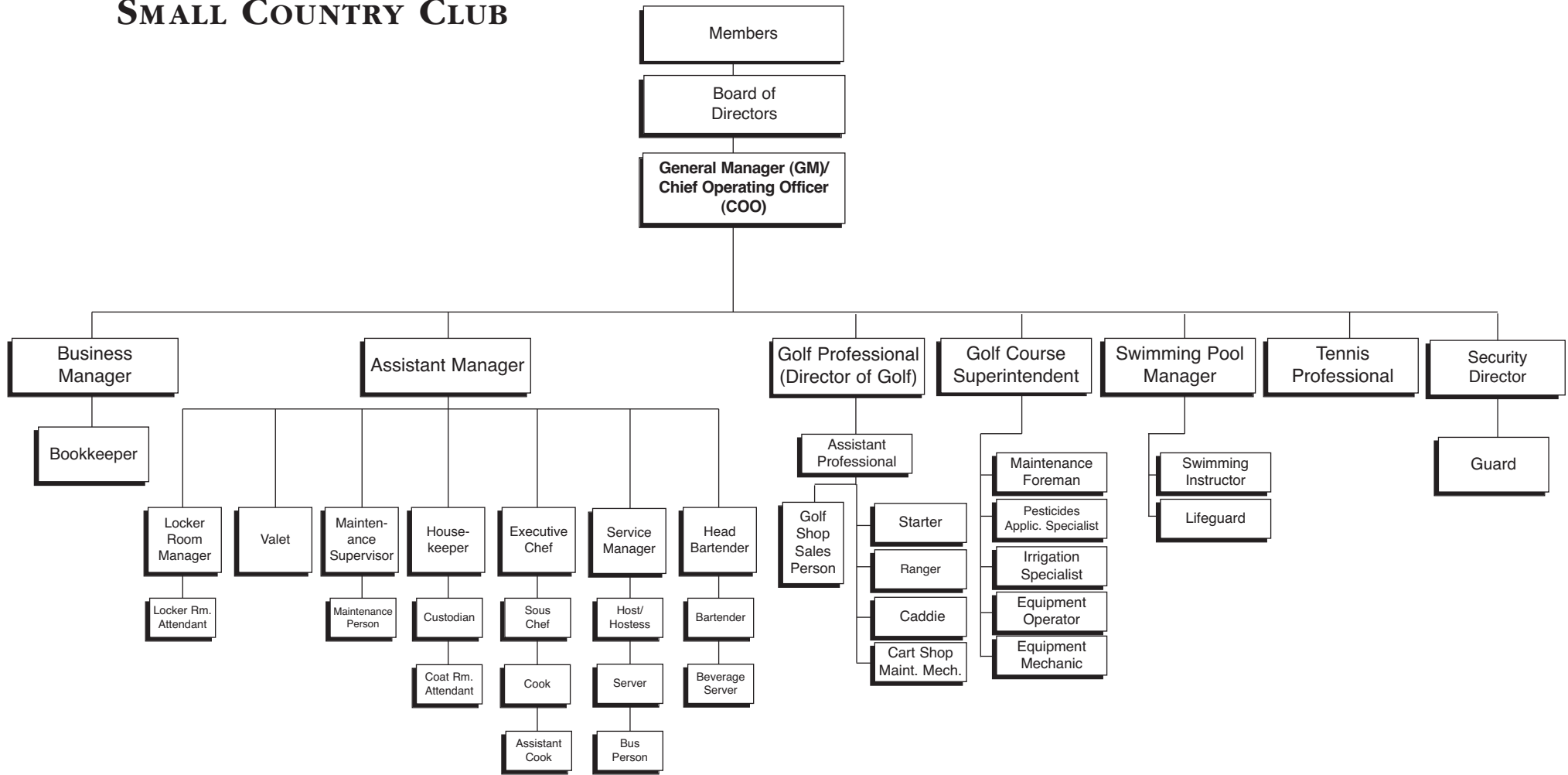


CMAA MANAGEMENT TO LEADERSHIP MODEL

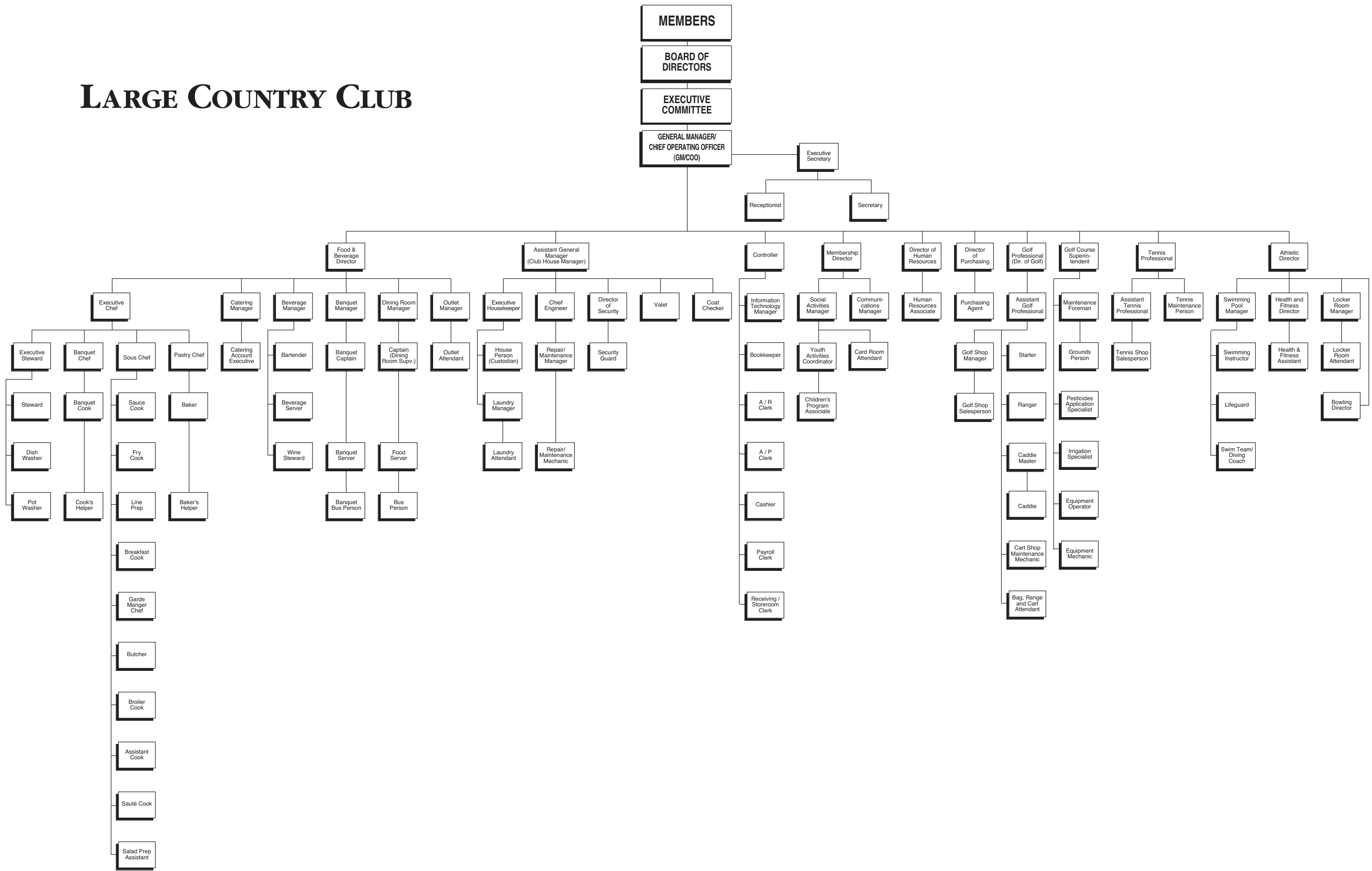
HOW TO ADVANCE THE MANAGEMENT TO LEADERSHIP CONCEPT:

- * Outreach to club boards and members – simply advancing the concept of necessary professional development for club managers
- * Managers may choose to proactively promote this concept to their staffs and boards.
- * Managers should examine the culture of their clubs to see if this concept is needed and/or would be accepted.
- * To promote this idea, managers should “live” the concept to make it a reality.

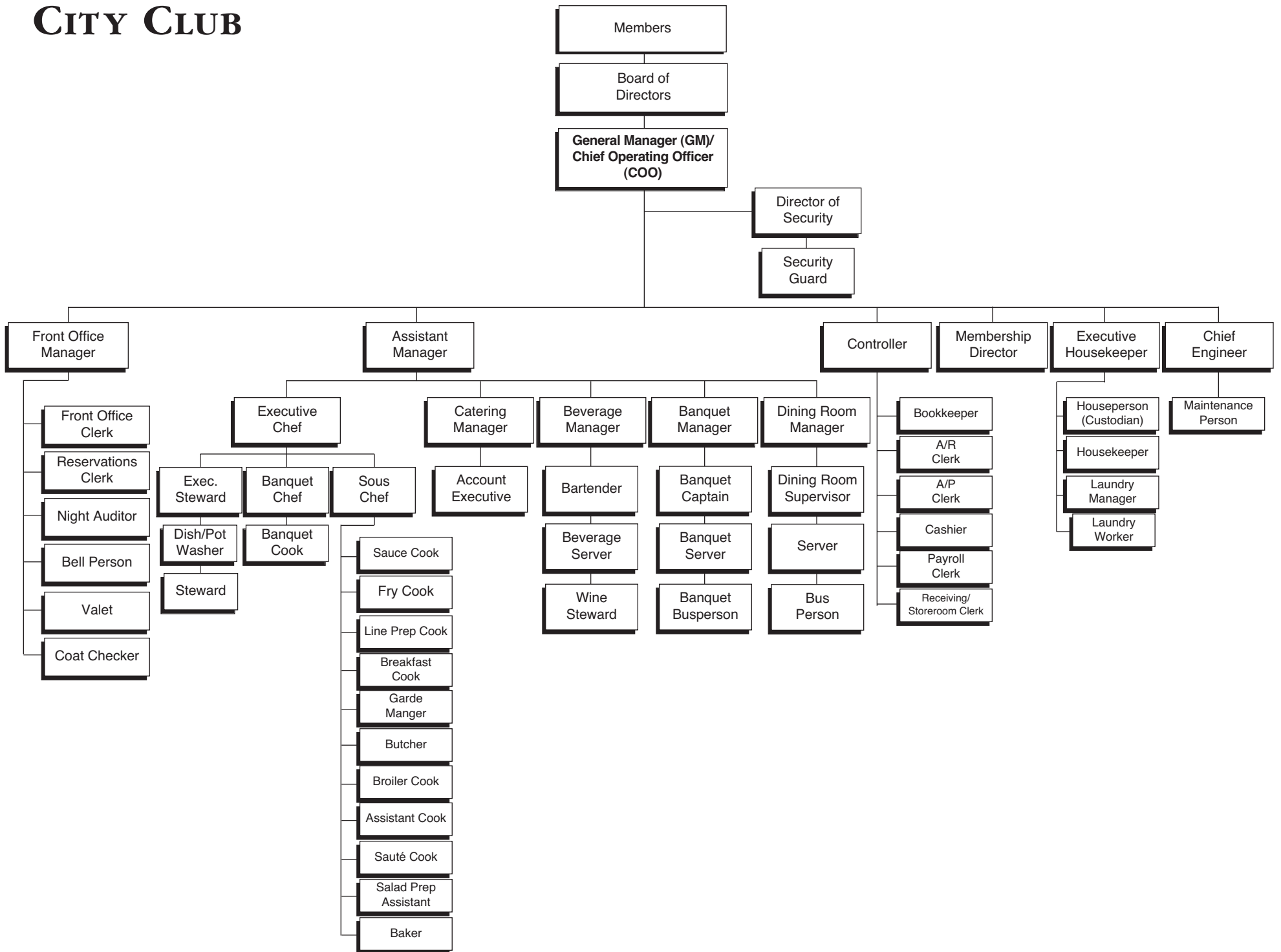
SMALL COUNTRY CLUB



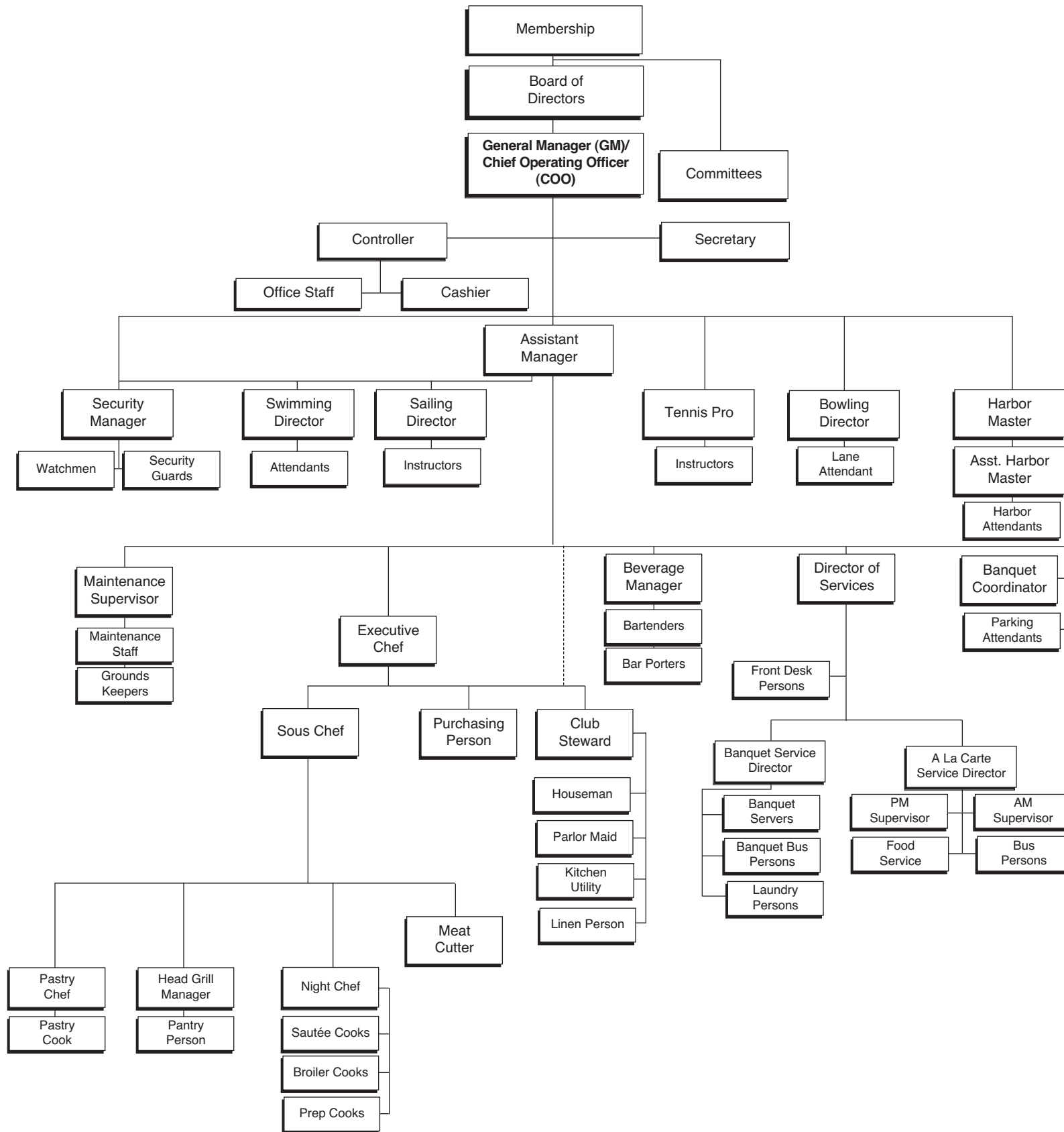
LARGE COUNTRY CLUB



CITY CLUB



YACHT CLUB





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