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EMPLOYMENT AGREEMENT

Library Director (Non-Classified)

THIS AGREEMENT is made and entered into this 11th day of July, 2011, by and between the CITY MANAGER OF THE CITY OF RIVERSIDE, hereinafter referred to as "CITY MANAGER", on behalf of the CITY OF RIVERSIDE, a Charter City and municipal corporation of the State of California, hereinafter referred to as "CITY", and TONYA KENNON, hereinafter referred to as "EMPLOYEE", both of whom understand as follows:

RECITALS

WHEREAS, Section 2.36.040. CLASSIFIED SERVICE of the Riverside Municipal Code provides in part that the classified service of City includes all permanent full-time officers and employees except:

"(C) persons appointed by the City Manager"; and

WHEREAS, the City Manager desires to employ Employee as said Library Director; and

WHEREAS, Employee desires to serve in the capacity of the Library Director; and

WHEREAS, Employee understands, acknowledges and agrees that the position of Library Director is an at-will position not within the classified service of City; that Employee has no expectation of any vested right in said position; and that in assuming said position Employee shall serve solely at the will and pleasure of the City Manager; and

WHEREAS, it is the desire of the parties hereto to provide the terms and conditions by which City shall receive and retain the services of Employee and to provide for terminating Employee's services at such time as the City Manager may desire to terminate Employee.

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

SECTION 1. DUTIES.

The City Manager hereby agrees to employ Employee as Library Director to perform the functions and duties as specified in the classification specification Job Code #6040, attached hereto as Exhibit "A" and made a part hereof.

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SECTION 2. TERM.

A. Effective July 25, 2011, Employee agrees to fulfill the functions and duties of Library Director of the City of Riverside.

B. Services provided by Employee shall commence on July 25, 2011, and shall continue upon such terms and conditions as set forth herein and as may be mutually negotiated by amendment to this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of Employee at any time subject only to the provisions set forth in Section 3., below.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from the position as Library Director, subject only to the provisions set forth in Section 3., below.

E. Employee agrees to remain in the exclusive employ of the City Manager on behalf of the City, and neither to accept other employment nor to become employed by any other Employer until this Agreement is terminated. Notwithstanding, Employee may engage in secondary employment or business activity in accordance with Personnel Policy and Procedure Manual Section I-10 and upon authorization by the City Manager.

SECTION 3. TERMINATION/MODIFICATION.

A. Employee understands, acknowledges and agrees that pursuant to Section 2.C., above, the City Manager may terminate this Agreement at any time with or without cause or advance notice by the City Manager. The City Manager shall only be required to provide written notice to Employee as to the effective date of said termination.

B. In the event this Agreement is terminated, Employee agrees to immediately surrender the position of Library Director; any and all writings containing information relating to the conduct of the City's business prepared, owned, used or retained by Employee regardless of physical form or characteristics; and any and all equipment, tools, or other materials of whatever nature provided to Employee by City in Employee's capacity of Library Director. Employee shall be entitled to receive payment for all hours worked, any holiday pay due and owing, all

1 vacation hours accrued to the date of termination and any deferred compensation contributions
2 made by Employee (including contributions by the employer on behalf of the Employee).

3 C. In the event Employee desires to terminate this Agreement during such time as
4 the City Manager desires Employee to continue in the capacity of Library Director, then, in that
5 event, Employee agrees to provide the City Manager with two (2) weeks prior written notice of
6 said termination.

7 D. In the event City Manager desires to terminate this Agreement during which time
8 Employee is ready, willing and able to perform the functions and duties set forth herein, then in
9 that event, City Manager agrees to provide Employee with severance pay representing one (1)
10 month's salary (exclusive of fringe benefits) for each year of service to the City up to a
11 maximum of six (6) month's salary.

12 E. The City Manager has the right to modify or alter Employee's position, with or
13 without cause or advance notice, through actions other than termination, such as demotion or
14 transfer.

15 F. No City representative has authority to agree to anything contrary to employment
16 at-will unless it is specific, in writing, and signed by the City Manager.

17 SECTION 4. SALARY.

18 A. City agrees to pay Employee pursuant to the salary range of the classification
19 "Library Director" as set forth in Riverside City Council Resolution No. 21052 as the same now
20 exists or may hereafter be amended. Effective July 25, 2011, Employee shall receive an annual
21 salary of *One Hundred Sixteen Thousand One Hundred Thirty Six Dollars* (\$116,136.00) payable
22 in the same manner and time as are all other employees of City.

23 SECTION 5. FRINGE BENEFITS.

24 A. Effective July 25, 2011, Employee shall accrue vacation leave at the rate of 7.70
25 hours per pay period as said pay periods are established by City.

26 B. Effective July 25, 2011, Employee shall accrue sick leave at the rate of 3.70 hours
27 per pay period as said pay periods are established by City.

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1 C. All actions taken by City relating to fringe benefits as hereinafter defined shall be
2 considered actions including and applying to Employee. The term "fringe benefits", as used
3 herein are set forth in City's Personnel Policy and Procedure Manual and the Fringe Benefits and
4 Salary Resolution No. 21052, as the same now exists or hereafter may be amended, and include
5 vacation and sick leave, holidays, retirement (PERS) benefits and payments, health, dental and
6 life insurance, and deferred compensation. In addition, City shall make available a long-term
7 disability insurance plan for Employee, as the same is provided to other City employees in the
8 executive management ranges.

9 D. Employee understands, acknowledges and agrees that the position of Library
10 Director is commensurate with an exempt employee under the Fair Labor Standards Act, and
11 shall not be entitled to receive any overtime pay, compensatory time, or other premium pay or
12 compensation, except as may be provided by the above-cited Personnel Policy.

13 SECTION 6. PERFORMANCE EVALUATION.

14 The City Manager may evaluate Employee's performance after the first six (6) months
15 and thereafter on or about the anniversary date of the effective date of this Agreement. Every
16 year the City Manager and Employee may, in addition, set goals and objectives for the ensuing
17 year.

18 SECTION 7. AUTOMOBILE ALLOWANCE/PARKING

19 Employee shall receive an automobile allowance of Three Hundred Fifty Dollars
20 (\$350.00) per month or as may be modified in the future. Employer shall also provide parking at
21 no cost to Employee.

22 SECTION 8. OTHER TERMS AND CONDITIONS.

23 The City Manager, in consultation with Employee, may fix such other terms and
24 conditions of employment as they may determine from time to time, relating to the duties and
25 performance of Employee, provided such terms and conditions are not inconsistent with or in
26 conflict with the provisions of this Agreement, the City's Charter, Municipal Code or any law,
27 ordinance, resolution or regulation. The City Manager can exercise his/her discretion in
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1 imposing discipline short of termination when, in his/her sole discretion, he/she deems it
2 appropriate.

3 SECTION 9. NOTICES.

4 Notices pursuant to this Agreement shall be given by deposit in the custody of the United
5 States Postal Service, postage prepaid, addressed as follows or as such address may be changed
6 from time to time upon notice to the other:

7 City: City Manager
8 City of Riverside
9 3900 Main Street
Riverside, CA 92522

10 Employee: Tonya Kennon
11 [REDACTED]
12 [REDACTED]

13 SECTION 10. NONDISCRIMINATION.

14 Pursuant to Section 6.26.055 of the Riverside Municipal Code as the same now exists or
15 hereafter may be amended, Employer agrees not to discriminate in the performance of
16 Employee's functions and duties on the grounds of or because of race, color, creed, national
17 origin, ancestry, age, sex, sexual orientation or disability, including the medical condition of
18 Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto.

19 SECTION 11. ENTIRE AGREEMENT.

20 This Agreement contains the entire agreement between the parties hereto. No promise,
21 representation, warranty or covenant not included in this Agreement has been or is relied on by
22 any party hereto.

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SECTION 12. ASSIGNMENT.

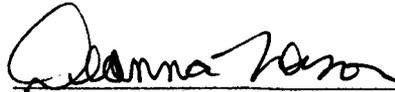
THIS AGREEMENT is not assignable by either City or Employee.

IN WITNESS WHEREOF, City and Employee have caused this Agreement to be executed on the day and year first above written.

"EMPLOYEE"

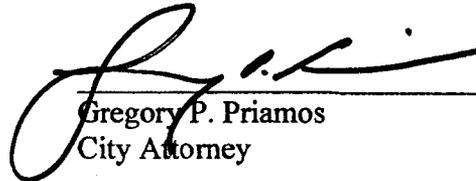
CITY OF RIVERSIDE


Tonya Kennon


Bradley J. Hudson
City Manager

Attest 
City Clerk

Approved as to Form:


Gregory P. Priamos
City Attorney

[04-1355.293]

Job Code

Approved/Adopted Date

6040

CITY OF RIVERSIDE
HUMAN RESOURCES DEPARTMENT
CLASSIFICATION SPECIFICATION

03/31/11

Revised

TITLE: LIBRARY DIRECTOR

DEFINITION

Under administrative direction, to plan, organize, coordinate and direct the operations and activities of the Riverside City Public Library System; and to perform other related duties as required.

REPORTS TO: City Manager

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the City Manager and administrative guidance from the Library Board of Trustees

Exercises direct supervision over professional staff and through subordinates, para-professional, and clerical staff.

EXAMPLES OF DUTIES

Duties may include, but are not limited to the following:

- Plan, organize and direct the operations and activities of a large diversified library system.
- Direct the preparation of the annual budget and utilize appropriate means to insure adoption; review and evaluate current programs and anticipate future needs; evaluate cost for services and methods which reduce costs; monitor performance against parameters and compliance with City policies.
- Direct, develop, implement and review departmental goals, objectives, policies and procedures including book selection and acquisition policies and standards, delegate responsibility to appropriate subordinates.
- Work closely with the Library Board of Trustees, an administrative board, providing technical and professional advice, recommendations and reports related to levels of service and other library related matters.
- Plan development and expansion programs for the library system, in conjunction with appropriate City and County officials, including plans for site acquisition, buildings and equipment.
- Direct the planning, implementation and evaluation of new automated library services and management information systems which increase effectiveness and efficiency while reducing administrative costs.
- Search for new and appropriate ways to serve the public in a rapidly growing and increasingly diversified environment.
- Develop, direct and maintain a public relations program through personal contacts and subordinate staff to promote library programs which provide the public, civic groups, public officials and other interested parties with information on library services.
- Participate in the selection, training and evaluation of senior professional staff; work closely with staff to build an effective management team
- Maintain fair employment practices to ensure the departmental hiring and promotional practices be consistent with the City's equal employment opportunity policy.

EXHIBIT A

- Represent the City and the library system in the community and at professional meetings.

QUALIFICATIONS

Knowledge of:

- Principles of library organization, administration and management.
- Principles and practices of librarianship, including the problems and procedures involved in operating a reader-services program through a branch library system and the professional services such as cataloging, circulation, reference techniques and bibliography.
- Principles and practices of modern office management.
- Principles and practices of organization, administration, budgeting and personnel management.

Ability to:

- Plan, organize and direct a comprehensive program for providing library services in a large multi-ethnic, multi-lingual, urban library system.
- Work effectively with the public, public officials, professional staff members and professional people from other agencies.
- Coordinate the work of various divisions of a large geographically widespread library system and plan and direct a large staff.
- Communicate clearly and concisely, orally and in writing.
- Select, supervise, train and evaluate subordinates.

Education and Experience:

Any combination equivalent to the experience and education that could likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education: Possession of a Master of Library Science Degree from an accredited college or university.

Experience: Five years of progressively responsible professional public library experience with at least two years at a senior management level gained either as a Library Director or as an assistant in a high growth city or county.

MEDICAL CATEGORY: Group 1

CAREER ADVANCEMENT OPPORTUNITIES

FROM: Library Director

TO: Assistant City Manager