

COPY

EMPLOYMENT AGREEMENT

Museum and Cultural Affairs Director (Non-Classified)

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3 THIS AGREEMENT is made and entered into this ^{28th}~~14th~~ day of November, 2017, by and
4 between the CITY MANAGER OF THE CITY OF RIVERSIDE, hereinafter referred to as
5 "CITY MANAGER", on behalf of the CITY OF RIVERSIDE, a Charter City and municipal
6 corporation of the State of California, hereinafter referred to as "CITY", and ROBYN G.
7 PETERSON, hereinafter referred to as "EMPLOYEE", both of whom understand as follows:
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9
10 **RECITALS**

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

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

15 WHEREAS, the City Manager desires to employ Employee as said Museum and Cultural
16 Affairs Director; and

17 WHEREAS, Employee desires to serve in the capacity of the Museum and Cultural
18 Affairs Director; and

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

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

26 NOW, THEREFORE, in consideration of the mutual covenants herein contained, the
27 parties agree as follows:
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SECTION 1. DUTIES.

The City Manager hereby agrees to employ Employee as Museum and Cultural Affairs Director to perform the functions and duties as specified in the classification specification Job Code #6195, attached hereto as Exhibit "A" and made a part hereof.

SECTION 2. TERM.

A. Effective December 20, 2017, Employee agrees to fulfill the functions and duties of Museum and Cultural Affairs Director of the City of Riverside.

B. Services provided by Employee shall commence on December 20, 2017, 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 Museum and Cultural Affairs 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-7 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 Museum and Cultural Affairs Director; any and all writings containing

1 information relating to the conduct of the City's business prepared, owned, used or retained by
2 Employee regardless of physical form or characteristics; and any and all equipment, tools, or
3 other materials of whatever nature provided to Employee by City in Employee's capacity of
4 Museum and Cultural Affairs Director. Employee shall be entitled to receive payment for all
5 hours worked, any holiday pay due and owing, all vacation hours accrued to the date of
6 termination and any deferred compensation contributions made by Employee (including
7 contributions by the employer on behalf of the Employee).

8 C. In the event Employee desires to terminate this Agreement during such time as
9 the City Manager desires Employee to continue in the capacity of Museum and Cultural Affairs
10 Director, then, in that event, Employee agrees to provide the City Manager with two (2) weeks
11 prior written notice of said termination.

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

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

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

22 G. In the event that this Employment Agreement is terminated, any cash settlement
23 related to the termination that the Employee may receive from the City shall be fully reimbursed
24 to City if Employee is convicted of a crime involving an abuse of his or her office or position as
25 defined in Government Code section 53243.4.

26 SECTION 4. SALARY.

27 A. City agrees to pay Employee pursuant to the salary range of the classification
28 "Museum and Cultural Affairs Director" as set forth in Riverside City Council Resolution No.

1 21052 as the same now exists or may hereafter be amended. Effective December 20, 2017,
2 Employee shall receive an annual salary of *One Hundred Thirty Five Thousand Dollars*
3 (\$135,000.00) payable in the same manner and time as are all other employees of City.

4 SECTION 5. FRINGE BENEFITS.

5 A. Effective December 20, 2017, Employee shall accrue vacation leave at the rate of
6 7.70 hours per pay period as said pay periods are established by City. Employee shall be
7 credited with 80 hours of accrued vacation leave upon employment.

8 B. Effective December 20, 2017, Employee shall accrue sick leave at the rate of 3.70
9 hours per pay period as said pay periods are established by City. Employee shall be credited
10 with 40 hours of accrued sick leave upon employment.

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

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

23 SECTION 6. PERFORMANCE EVALUATION.

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

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SECTION 7. AUTOMOBILE ALLOWANCE/PARKING

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

SECTION 8. RELOCATION ALLOWANCE.

City Manager may approve an interest-free loan of up to *Ten Thousand Dollars* (\$10,000.00) for receipted moving, relocation and temporary housing expenses incurred by Employee. Said loan will be completely forgiven by the City after the employee has completed two (2) years of service to the City of Riverside. Should Employee opt to terminate his/her employment agreement with the City within two (2) years of commencement of his/her employment, the Employee shall repay the loan in full within sixty (60) days of termination of employment.

SECTION 9. OTHER TERMS AND CONDITIONS.

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

SECTION 10. NOTICES.

Notices pursuant to this Agreement shall be in writing and shall be personally served, given by mail or by overnight delivery. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the respective parties at 3900 Main Street, Riverside, California 92522, or such other address as may be given, in writing, to the other party.

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SECTION 11. NONDISCRIMINATION.

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

SECTION 12. ENTIRE AGREEMENT.

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

SECTION 13. 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"

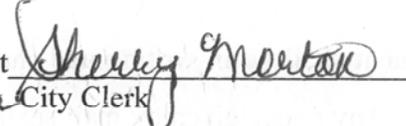
CITY OF RIVERSIDE



Robyn G. Peterson



John A. Russo
City Manager

Attest 

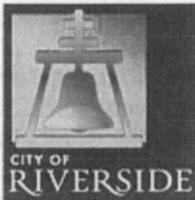
City Clerk

Approved as to Form:



Gary G. Geuss
City Attorney

[04-1355.694]



**Museum and Cultural Affairs Director
(Non-Classified)**

Class Code:
6195

Bargaining Unit: Executive

City of Arts & Innovation

CITY OF RIVERSIDE

Revision Date: Jul 8, 2013

DEFINITION:

Under executive direction of the City Manager, to direct the development and operation of the Metropolitan Museum; and to promote the arts for people of all ages by directing the development of new venues and outlets for visual, performing, media and literary arts throughout the City; and to do related work as required.

DISTINGUISHING CHARACTERISTICS:

This is the executive level classification in the Museum Department. Positions that are designated as Non-Classified are exempt from the classified service. The incumbent shall be appointed "at-will" and serve at the pleasure of the City Manager.

SUPERVISION RECEIVED AND EXERCISED:

Receives executive direction from the City Manager and/or Assistant City Manager and administrative guidance from the Riverside Metropolitan Museum Board. Exercises general supervision over professional, technical, and administrative support staff.

Reports To: City Manager and/or Assistant City Manager

EXAMPLES OF DUTIES:

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

- Develop and implement Metropolitan Museum goals, objectives, policies and priorities with consideration to American Alliance of Museums "best practices" standards.
- Coordinate establishment of, and administer formal arrangements with, museums to supply professional and/or a variety of maintenance and operating services.
- Provide overall leadership in the development of cooperative relationships between museums to enhance service to the community.
- Coordinate and provide direction and assistance in the initiation of grant requests and oversee grants administration.
- Plan, direct, supervise, and coordinate Metropolitan Museum collections management and exhibitions, including joint exhibits and programs with other museums.
- Direct the research and acquisition of significant objects/collections and implementation of special exhibits.
- Direct the preparation and administration of the Metropolitan Museum budget, control of expenditures, grant programs, and special training programs.
- Coordinate Metropolitan Museum activities with other museums, other City departments and divisions, and with outside agencies.
- Develop marketing and communication materials.
- Direct the development and management of the City's arts policy including identifying issues, service gaps, and funding sources; formulate and implement program development strategies and criteria; and coordinate effective communication between the City and artists.

- Implement goals, objectives, and strategies to service the cultural needs of the community, neighborhoods, and special needs group; develop, monitor and coordinate the City's cultural programs.
- Serve as a catalyst to foster coordination and communication among the City's performing arts, visual and literary groups and their activities and promote community arts.
- Establish an on-going relationship and communication with local, county and state arts agencies, local arts ad-hoc coalitions, corporations, civic groups and individual artists.
- Direct the development of festivals and special events and the development of arts initiatives to encourage cultural tourism.
- Direct the development of workshops and training assistance for local arts organizations and artists in arts stabilization and management practices.
- Represent the City in the community, in relationships with other agencies, and at professional meetings as required.
- Select, supervise, train, and evaluate staff.

KNOWLEDGE, SKILLS & ABILITIES:

Knowledge of:

- Principles and practices of organization, administration, budget, and personnel management.
- Museum management and operations.
- Principles and practices of marketing, public relations, and the development of effective interrelationships with community groups and agencies.
- Outside funding sources and the preparation and administration of grants and development of non-profit foundation to support museum activities.
- Preservation of historical landmarks, buildings, and other historically related facilities.
- Record keeping and reporting procedures.
- Museum best practices, marketing procedures and reaccreditation process.

Ability to:

- Communicate clearly and concisely, orally and in writing.
- Establish and maintain effective working relationships with diverse individuals and groups, and with related public, private and community organizations and agencies providing arts and cultural activities.
- Properly interpret and make decisions in accordance with laws, regulations, and policies.
- Foster cooperation, assistance, and progress in interrelationships among advisory and governing bodies concerned with museum operations and historic preservation.
- Work effectively in a politically sensitive and multi-cultural environment.

MINIMUM QUALIFICATIONS:

Recruitment Guidelines:

Education: An advanced degree that would enhance the ability to effectively exercise job responsibilities in historic resources, museum management and the City's arts and related programs.

Experience: At least five years of increasingly responsible experience in the management and operations of an organization or agency primarily concerned with promoting the arts to a broader public and/or in preserving archival museum/artifact collections, exhibits, historically related facilities and their furnishings and artifacts, including or supplemented by experience in funding source development, grants preparation and administration, working with lay governing and advisory boards and volunteers, and museum operations and management. Executive experience in local government is highly desired.

SUPPLEMENTAL INFORMATION:

Medical Category: Group 4

CAREER ADVANCEMENT OPPORUTUNITIES

FROM: Museum and Cultural Affairs Director

TO:

