

**EMPLOYMENT AGREEMENT**

**Library Director (Non-Classified)**

THIS AGREEMENT is made and entered into this 2nd day of ~~September~~ <sup>October</sup>, 2018, 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 ERIN CHRISTMAS, 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.

1 SECTION 2. TERM.

2 A. Effective September 25, 2018, Employee agrees to fulfill the functions and duties  
3 of Library Director of the City of Riverside.

4 B. Services provided by Employee shall commence on September 25, 2018, and  
5 shall continue upon such terms and conditions as set forth herein and as may be mutually  
6 negotiated by amendment to this Agreement.

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

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

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

18 SECTION 3. TERMINATION/MODIFICATION.

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

23 B. In the event this Agreement is terminated. Employee agrees to immediately  
24 surrender the position of Library Director; any and all writings containing information relating to  
25 the conduct of the City's business prepared, owned, used or retained by Employee regardless of  
26 physical form or characteristics; and any and all equipment, tools, or other materials of whatever  
27 nature provided to Employee by City in Employee's capacity of Library Director. Employee  
28 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 September 25, 2018, Employee shall receive an  
21 annual salary of *One Hundred Fifty Thousand Dollars* (\$150,000) payable in the same manner  
22 and time as are all other employees of City.

23 SECTION 5. FRINGE BENEFITS.

24 A. Effective September 25, 2018, Employee shall accrue vacation leave at the rate of  
25 7.70 hours per pay period as said pay periods are established by City.

26 B. Effective September 25, 2018, Employee shall accrue sick leave at the rate of 3.70  
27 hours 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 in writing and shall be personally served,  
5 given by mail or by overnight delivery. Any notice by mail shall be deemed when deposited in  
6 the United States Mail, certified and postage prepaid, addressed to the respective parties at 3900  
7 Main Street, Riverside, California 92522, or such other address as may be given, in writing, to  
8 the other party.

9 SECTION 10. NONDISCRIMINATION.

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

15 SECTION 11. ENTIRE AGREEMENT.

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

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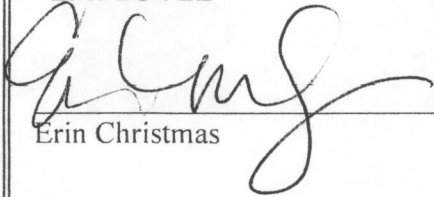
25 SECTION 12. ASSIGNMENT.

26 THIS AGREEMENT is not assignable by either City or Employee.  
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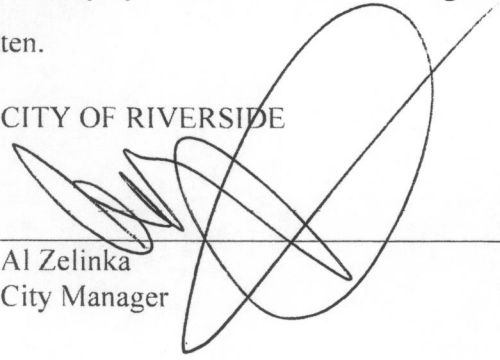
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IN WITNESS WHEREOF, City and Employee have caused this Agreement to be executed on the day and year first above written.


"EMPLOYEE"

  
Erin Christmas

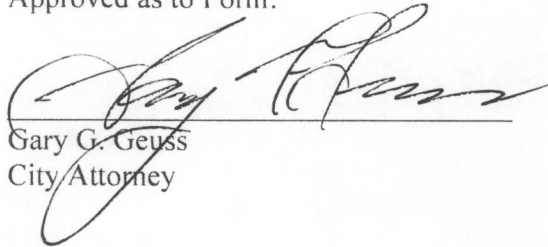
CITY OF RIVERSIDE

  
Al Zelinka  
City Manager

Attest

  
City Clerk

Approved as to Form:

  
Gary G. Geuss  
City Attorney

[04-1355.293]