



City of Rapid City Library Director Position Description

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Job Title: Library Director
Department: Library
Division: Administration
Reports To: Library Board of Trustees and Mayor
FLSA Status: Exempt
Classification: Non-Union

Grade: 26
Prepared By: Jeff Barbier
Prepared Date: 04.11.17
Approved By: RC Public Library Board
Approved Date: 04.11.17

SUMMARY

Provides overall vision and supervision to all operations to the Rapid City Public Library and its branches.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties and responsibilities include the following; other duties may be assigned:

1. Provides board direction for the Library operations in area of public policy and procedural interpretation, strategic planning, scheduling, safety, facility's maintenance, union activities and related areas.
2. Advises the Library Board, Mayor and other City department heads on library operations and related issues.
3. Formulates, recommends, and implements the strategic plan and objectives to the Library Board.
4. Represents Rapid City Public Library in negotiating terms and conditions of union negotiations and other contractual negotiations, submits for review by Board's legal counsel and enforces terms of contract agreements.
5. Formulates and administers Library budgets.
6. Promotes the Library through communications and partnerships with local and government entities, Library liaison to the Rapid City Public Library Foundation, community groups, volunteers, professional associations, local /state/national libraries and others.
7. Coordinates public awareness and programming of Library services with the Board, library users, community agencies, and municipal government.
8. Directs and coordinates planning and utilization of the Library's online collections and services.
9. Develops and implements personnel and operation policies and procedures. Advocates and implements standards for policies and procedures related to governing bodies, agencies and community organizations in oral and written presentations.
10. Formulates, recommends and implements long-range goals and objectives to the Board.
11. Advises and assists as a department head on Mayor's assignments.
12. Directs research, statistical reports, staff and public input to benefit library services; library trends, analyzes existing practices for library services offered in digital formats; uses computer and software applications to conduct or coordinate projects in a networked platform.

SUPERVISORY RESPONSIBILITIES

Manages one subordinate supervisor who supervises a total of 44 (38.875 FTE) employees in the Library Department for combined City and County Library Services. Is responsible for the overall direction, coordination, and evaluation of these units. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

MINIMUM QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience: Master's degree in Library Science and six years related experience in increasingly responsible professional library experience, at least two years of which were in a mid-level or higher supervisory capacity.

Communication Skills: Ability to read, analyze, and interpret the most complex documents. Ability to respond effectively to the most sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or governing body.

Mathematical Skills: Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

Reasoning Ability: Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive



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variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Computer and Administrative Skills: To perform this job successfully, an individual should have knowledge of Microsoft Office products. Web 2.0, local area networks, Outlook.

Certificates, Licenses, Registrations: Must possess a valid South Dakota driver's license or ability to obtain within 30 days from date of hire.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel and talk or hear. The employee is occasionally required to stand; walk and reach with hands and arms. Specific vision abilities required by this job include close vision.

Work Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually quiet.

OTHER SKILLS AND ABILITIES

Demonstrated in-depth knowledge of principles and practices of public library services, public laws to sufficiently perform essential functions and the public policy adoption and implementation. Plan, organize and financially direct a complex system of information resources for public use.

**EMPLOYMENT CONTRACT BETWEEN THE RAPID CITY PUBLIC LIBRARY AND
XX FOR THE POSITION OF DIRECTOR OF THE RAPID CITY PUBLIC LIBRARY**

This Agreement, made this ___ day of _____, 2017, by and between the Rapid City Public Library Board of Trustees (the “Library,” the “Board” or the “City”) and _____ (the “employee”).

The Rapid City Public Library Board of Trustees hereby agrees to employ _____ as the Director of the Rapid City Public Library, subject to the following terms and conditions:

A. Employment at Will. The employee is an at-will employee who serves at the pleasure of the Board. Nothing in this Agreement should be construed as limiting the power of the Board to remove the employee from his/her position if the Board is of the opinion that the interests of the Library demand his/her removal.

B. Term. This Agreement will commence on the above date and continue until terminated by either party in accordance with the provisions of this Agreement.

C. Basic Compensation. The employee’s salary shall be based on the City’s adopted pay scale for this position. The employee will initially be placed on the pay scale at Grade 26, Step 5. The employee shall be paid either bi-weekly or monthly in accordance with the City’s normal payroll schedule. The employee will be entitled to receive any general increases in salary, benefits, or compensation granted to the City’s other non-union employees.

D. Duties and Responsibilities. As Library Director the employee’s basic duties and responsibilities are set forth in the job description, which has been attached hereto as Exhibit A. The job description in Exhibit A may be amended or revised at the sole discretion of the Board. The Library will inform the employee of the substance of any changes to his/her job description and the duties and responsibilities contained therein. The employee’s duties and responsibilities also include any legally permissible and proper duties and functions the Mayor or Library Board may from time to time assign.

The employee will be present/available during most normal work hours and devote such time to the conduct of the business of the Library as may be reasonably required to effectively discharge his/her duties under this Agreement, including time in the mornings, evenings, and on week-ends. Since the employee’s position is “exempt” under the Fair Labor Standards Act, the employee shall not receive overtime or extra compensation for any work performed outside of normal work hours. Given that the employee will regularly be required devote time outside of normal office hours to his/her duties, the employee shall be allowed to establish an appropriate

work schedule and will accrue additional annual leave as provided for exempt employees in the City's Non-Union Employee Information Guide.

E. Outside Activities. The employee shall not accept secondary employment while an employee of the Library. The term "secondary employment" shall not be construed to include occasional teaching, and writing performed on the employee's time off. The employee may serve as a member of a professional, charitable, or civic organization, so long as such services does not measurably impact the employee's performance in this position or create the appearance of a conflict of interest that would impair the employee's ability to work effectively herein.

F. Travel and Professional Development. Subject to the Library's annual budget appropriation and any travel policies adopted by the City, the Library will pay for reasonable travel and subsistence expenses of the employee for official travel. Official travel includes attendance at meetings and events related to his/her employment with the Library, including but not limited to the South Dakota Municipal League and other regional, state and local governmental groups and committees in which the employee may serve as a member.

The Library also agrees to pay for reasonable travel expenses of the employee to attend conferences, conventions, short courses, institutes, and/or seminars that are necessary for the employee's professional development, or that benefit the Library. Such expenses are also governed by any travel policies the City has adopted.

The Library will pay any dues or fees required for the employee to maintain any professional licenses related to his/her position and for memberships in any professional organizations which are reasonably related to his/her position. The Library specifically acknowledges that the following licenses and memberships are specifically included in this Agreement: American Library Association; Public Library Association; Mountain Plains Library Association; South Dakota Library Association.

G. Vacation, Sick Leave, Worker's Compensation, and Other Paid Leave. Unless otherwise designated in this Agreement, the employee shall accrue annual leave, sick leave, and other paid leave at the same rate and in the same manner as the City's other non-union employees. The use of such leave shall be in accordance with the City's Non-Union Employee Information Guide.

H. Retirement. The City participates in the South Dakota Retirement System (SDRS). The employee shall participate in this plan so long as the City continues to be a participating member. The employee's participation in the plan will be governed by the City's Non-Union Employee Information Guide and Chapter 3-12 of the State Code.

I. Indemnification. Pursuant to SDCL 3-19-1, the Library shall defend, save harmless and indemnify the employee against any tort, professional liability claim, demand, or other legal action arising out of an alleged act or omission occurring in the performance of the employee's duties under this Agreement, except those acts or omissions constituting criminal acts, or those acts outside the scope of his/her official duties, or as a result of wanton or malicious conduct. The Library will defend, compromise, or settle any such claim or suit not excepted from the provisions of this section, and pay the amount of any settlement or judgment rendered thereon.

J. Use of Information Technology. If a Library owned cellular phone and/or laptop computer is provided to the employee in order to perform the duties of his/her job, the employee will follow the Library's policies governing the use of such devices. Limited personal use of these items by the employee that does not impair the employee's ability to perform the functions of the employee's position is acceptable.

Upon the termination of his/her employment with Library for any reason whatsoever, the employee will promptly return to the Library all Library owned property and equipment including, but not limited to, any manuals, records, training materials, files, phones, computers digital media, or vehicles in his/her possession. The employee also agrees to return any items/equipment provided to the employee by the Library for use in performance of his/her duties, including items/equipment purchased by the employee for which he/she was subsequently reimbursed for by the Library.

K. Other Benefits. The employee shall be eligible to participate in all benefits provided to the City's non-union employees including, but not limited to, health insurance, life insurance, disability insurance and the flexible benefits plan. The employee's participation in these benefits will be in accordance with the City's Non-Union Employee Information Guide.

L. Performance Evaluation. The Board will conduct a performance review to evaluate the employee at least annually and may evaluate the employee at any lesser interval at the Board's sole discretion. If a quorum of the Board is present for the evaluation, it will be held in executive session unless the Board and employee agree that all, or a portion of the meeting should be held in a public forum. Evaluations and performance reviews will be for the purpose of determining the employee's level of performance, attainment of goals and objectives, progress in professional development and development of appropriate relationships within the Library, the City and with organizations or entities with which the employee is expected to work and interact. The employee shall be able to put a written response in his/her personnel file if the employee disputes the results of an evaluation or performance review.

M. Termination of Employment. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the employee's ability to resign at any time from this position. In the event the

employee chooses to resign his/her position, the employee will provide the Library with at least thirty (30) days written notice, unless the Board agrees to a lesser time frame. This Agreement may be terminated by the Library at any time with or without just cause. In the event the employee's termination is without just cause, the Library shall pay the employee severance pay in accordance with Section N of this Agreement. Severance pay shall not be paid in the event that the employee resigns, quits, dies, or if the employee is terminated for just cause. Just cause shall include but not be limited to the following:

1. Conviction of a felony or a crime involving moral turpitude; or
2. Loss of license essential to performance of the duties & functions of the position; or
3. Neglect of duty or misconduct in office as defined by SDCL 9-14-37; or
4. An injury or other disability which prevents the employee from performing the essential functions, duties and responsibilities of his/her position and cannot be reasonably accommodated; or
5. A willful violation by the employee of any term or condition contained in this Agreement.

N. Severance. Severance pay shall consist of an amount equivalent to six months of the employee's salary at the employee's rate of pay on the date of termination. The severance payment shall be made in a single lump sum payable with the employee's final pay check. The severance payment is in addition to any other payments made to the employee for unused leave that he/she is entitled to under the terms of the City's Non-Union Employee Information Guide.

The payment of severance under this provision is conditioned upon the employee executing a release of all claims or causes of action that the employee has, or may have, against the Library, the City, its employees, elected officials, agents, or officers arising out of his/her employment with the Library or out of his/her termination from the Library.

O. Other Terms and Conditions of Employment. Where not otherwise specifically addressed in this Agreement, the employee's terms and conditions of employment will be governed by the City's Non-Union Employee Information Guide. If there is a conflict between the Non-Union Employee Information Guide and this Agreement, the terms and conditions contained in this Agreement shall control.

The employee acknowledges that the Board and the City have the right to modify both the City's Non-Union Employee Information Guide and the benefits provided to the City's non-union employees. The employee further acknowledges that any subsequent modification to benefits, not directly in conflict with a specific term or provision of this Agreement, will be applicable to the employee.

P. Travel and Relocation Expenses. Moving expenses will be allowed at the Board's discretion. Moving expenses are limited to the cost of the mover, including packaging and packaging

materials, mileage, the cost of meals, and lodging expenses for the employee and his/her family on the date(s) of the move. Except for mileage, all expenses must be documented by original receipt or invoice in order to be reimbursed. The reimbursement under this section may not exceed an amount equal to one month of the employee's salary. Requests for reimbursement must be submitted, along with all required documentation, within 60 days of the employee's first day in his/her position.

Q. Notices. Any notice given pursuant to this Agreement shall be given in person, by mail, or e-mail to the last known address of the employee maintained on file with the City Human Resource's Department. Notice to the City shall be provided in person, by mail, or by e-mail to the Mayor, the President of the Library Board of Trustees, and the City's Human Resources Manager.

R. Construction. This Agreement has been negotiated between the Board and the employee, and the parties acknowledge that they have each contributed to the making of this Agreement. The employee further acknowledges that he/she had an adequate opportunity to consult with his/her own legal counsel in the negotiation and preparation of this Agreement. In the event of a dispute between the parties over interpretation of this Agreement, ambiguities shall not be attributed to either party.

S. Severability. If any provision or term of this Agreement is held to be unconstitutional, invalid, or unenforceable by any court or tribunal having jurisdiction over the parties, the remainder of this Agreement shall remain in full force and such invalidity shall not affect any other provision of this Agreement if the remaining sections or provisions can be given effect without the invalid section or provision.

T. Amendments. The terms and conditions of the Agreement may be modified only in writing that is duly executed by the employee and the Library. The Library Board must approve and authorize any modification, or amendment to this Agreement.

U. Waiver. Failure of a party to insist upon adherence to any term of this Agreement on any occasion shall not be considered a waiver, or deprive that party of the right thereafter to insist upon adherence to that term, or any other term, of this Agreement.

V. Venue and Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of South Dakota. Any private mediation or arbitration to interpret or enforce this Agreement shall be conducted in Pennington County, South Dakota. Any court action shall be venued in the Seventh Judicial Circuit in Pennington County, South Dakota. This Agreement shall be interpreted with all necessary changes in gender and in number as the context may require.

W. Merger. This document constitutes the entire agreement of the parties. No other promises or consideration form a part of this Agreement. All prior discussions and negotiations are merged into this document or intentionally omitted.

Dated this _____ day of _____ 2017.

THE RAPID CITY PUBLIC LIBRARY

Becky Drury, Board Chair

State of South Dakota)
 ss.
County of Pennington)

On this the ____ day of _____, 2017, before me, the undersigned officer, personally appeared Becky Drury, Chair of the Rapid City Public Library Board of Trustees, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that being duly authorized to do so she executed the foregoing instrument for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, _____

My Commission Expires:

(SEAL)

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