

**SAMPLE CONTRACT – EMPLOYMENT AGREEMENT WITH JUDGE
(JUDGE IS EMPLOYEE OF CITY)**

*This sample employment agreement for the office of municipal court judge is not and should not be treated as legal advice. **You should consult with your legal counsel before drafting or adopting any employee agreement or taking any other action based on this model.** Note: no geographic eligibility requirement may be included, and the agreement may not state that it is an “at-will” employment.*

This Agreement by and between the City of _____, a municipal corporation, hereinafter referred to as the “City,” and **(ENTER CANDIDATE NAME)**, hereinafter referred to as the “Municipal Court Judge” or “Judge”, is as follows:

WHEREAS, the **[City Council][City Manager]** has appointed **(ENTER NAME)** to serve as Judge of the City’s Municipal Court; and

WHEREAS, the City Council has confirmed that appointment on **(ENTER DATE)**; and

WHEREAS, **(ENTER NAME)** has accepted the appointment and confirmation; and

WHEREAS, **(ENTER NAME)** understands this is a **[part time][full time]** position covering seven days per week and involves overseeing **[part time][full time]** court staff; and,

WHEREAS, in order to provide for the services of Judge of the Municipal Court and to establish compensation for such services, it is appropriate for the City to enter into an Employment Agreement with the Municipal Court Judge for such services;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the City and **(ENTER NAME)** agree as follows:

1. TERM OF APPOINTMENT:

(ENTER NAME) accepts the position of Judge of the Municipal Court of the City in accordance with the provisions of City Ordinance No. _____ as supplemented by this Agreement for a **_[must be at least two]_____** year term commencing on _____ and terminating on _____, unless earlier terminated as described below.

The Judge shall be, and remain, an attorney admitted to practice law in the State of Georgia. The Judge must also be a citizen of the United States of America and the State of Georgia. The Judge must comply with all other requirements for service as a municipal court judge, including but not limited to complying with all training requirements. The Judge shall immediately report to the **[City Council][City Attorney][City Manager]** any change affecting the Judge’s membership in good standing in the Georgia Bar Association and any training deficiencies.

2. SCOPE OF SERVICES:

The Judge shall perform all duties legally prescribed for a judicial officer serving as a Judge of a lawfully constituted Municipal Court according to the requirements of the Georgia Constitution, the Official Code of Georgia, the Code of Judicial Conduct, the Uniform Rules, Municipal Courts of the State of Georgia and such other rules as may be prescribed by the

Supreme Court of the State of Georgia. In addition, the Judge shall act in accordance with any published opinions of the Judicial Qualifying Committee. The Judge shall preside over all pre-trial conferences, cases, trials, and hearings or arrange for a Judge Pro Tempore to do so. The Judge also shall perform the duties described in section 3.

The Judge shall at all times faithfully and to the best of the Judge's ability administer activities of the court, assign and hear all cases and fulfill obligations of the Court as established by State or local law, rule, statute, regulation and City ordinance.

The Judge shall appoint Judges Pro Tempore for vacation, affidavits of prejudice, recusal from a pending case, illness and required judicial continuing education and training. **[Before appointing a Judge Pro Tempore, the Judge shall confirm status as an attorney admitted to practice law in the State of Georgia, a member in good standing with the Georgia Bar Association, and current in all training requirements.][The Judge may appoint only Judges Pro Tempore who have been approved by the City Council to serve as Judges Pro Tempore.]**

The Judge shall instruct all Judges Pro Tempore concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible.

The Judge shall make a reasonable effort to maintain a pool of at least three Judges Pro Tempore and shall endeavor to rotate them evenly so that all will be reasonably familiar with Municipal Court procedures should their service be necessary.

3. JUDICIAL INDEPENDENCE AND ADMINISTRATION:

The Judge is independent from the City when performing judicial responsibilities and nothing contained herein shall be construed to interfere with the Judge when performing judicial duties. The Judge, or any Judge Pro Tempore serving in the absence of the Judge, is solely responsible for judicial decisions. Judicial decisions include, but are not limited to, establishment of a standard bail schedule if the judge deems appropriate, establishment of a standard fine schedule for use with violations that do not require court appearances, determination of fines and punishment in individual cases, determination of bail in individual cases, establishment of standing orders regarding offenses for which cash bail is not required, determination of financial ability, determination of conditions of probation, determination of liability, and determination of eligibility for indigent defense and for alternatives to monetary penalties including community service and penalty or fine reductions.

Furthermore, the Judge is responsible for doing the following:

- **[in coordination with the City Attorney and the Court Clerk]** approving court forms and procedures necessary for the proper exercise of constitutional rights and other compliance with the law, and updating such forms and procedures as necessary
- **[in coordination with the City Attorney and the Court Clerk]** providing proper training of court staff and officials subject to the Judge's direction and control about court procedures and the use of approved court forms, and updating such training as necessary

- ensuring that court staff and officials subject to the Judge's direction and control use approved forms, follow approved procedures and comply with applicable provisions of the Code of Judicial Conduct, court rules, ordinances and statutes
- notifying the **[City Manager][City Council][City Attorney]** of any Judicial Emergency Orders and any actions required to comply with such Orders, including, but not limited to actions that impact remote technology needs, city buildings, and city staff
- notifying the **[City Manager][City Council][City Attorney]** of additional resources necessary to ensure compliance with applicable laws and rules
- notifying the **[City Manager][City Council][City Attorney]** of service provider performance deficiencies
- reviewing quarterly reports and other communications of the Georgia Department of Community Supervision Misdemeanor Probation Oversight program and taking any actions the Judge deems necessary or appropriate

The Court Clerk shall be appointed by **[The City Manager][The City Council][the Judge]** and shall serve as an At-Will employee of the City. The Court Clerk and all represented court staff are City employees subject to City rules and regulations. However, they are subject to the Judge's direction and control when performing duties for the court. Their salaries, benefits, hours of work and working conditions shall be established by the City.

The Judge understands that court staff adhere to the same applicable personnel policies as other City employees. The Parties agree that the Judge will participate in the review and amendment of any such policies to ensure that they recognize the unique nature of court employment and the Judge's rights and responsibilities with respect to court employees. The Judge acknowledges the Court Clerk may perform other duties for the City that are not in conflict with the separation of powers.

The Judge will confer with the **[City Manager][City Council][Mayor]** to coordinate administrative activities concerning City procedures, policies and the budget in an effort to retain and insure consistency and common practices throughout the City.

4. COMPENSATION:

The Judge's salary and benefits shall be set and appropriated through the City's budget process. The Judge's compensation within the adopted budget may be increased, but not decreased, during the Judge's term of office.

The Judge's salary shall be determined annually on January 1. This salary shall constitute compensation for all responsibilities and duties in the administration of the Municipal Court. The Judge will receive regular salary while attending required classes and seminars, and the City shall pay the cost of such classes and seminars.

The City will separately allocate a maximum of _____ (allocated as such: ___ hrs. vacation, ___ hrs. illness, ___ hrs. conference/training, and ___ hrs. recusal/affidavits of prejudice calculated at the rate of \$____/hr) annually in the budget to cover Judges Pro-Tempore time necessary for any personal time off (vacation, illness, attending

conferences and training, and recusals and affidavits of prejudice) by the Judge. Should the Judge exceed the maximum limit of _____, the Judge authorizes the City to deduct the cost of missing court dates for personal time off from the Judges salary.

The City shall pay for the cost of professional membership and required professional classes and training, including registration and travel expenses.

Each party will pay payroll and other taxes as required by applicable laws and regulations.

5. METHOD OF PAYMENT:

The Judge shall submit a timesheet for compensation on a bi-monthly basis for services in accordance with payroll procedures and timelines established by the City. A timesheet shall be submitted for the 1st through 15th and the 16th through the end of each month to the Court Clerk, who shall submit same to the City's Finance Department.

6. BENEFITS:

- a) The City will offer the Judge and the Judge's eligible dependents benefits as follows:

[List applicable – such as Health plan, Dental plan (after confirming eligibility)]

- b) The position of Municipal Court Judge **[is] [is not]** an "eligible position" for purposes of the City's retirement benefit plans.

7. TERM OF AGREEMENT:

The Judge's term of office shall be for a period of **[must be at least two]**_____ year(s) beginning_____, 20__ and ending on _____, 20__.

8. CONTRACT ADMINISTRATION:

This Agreement shall be administered by the City Manager and/or designee on behalf of the City and by **(ENTER CANDIDATE NAME)** on behalf of the Municipal Court Judge. Any written notices to be served on either party shall be served or mailed to the following addresses:

IF TO THE CITY:

City Manager

ADDRESS

IF TO THE JUDGE:

(NAME OF JUDGE)

(ADDRESS OF JUDGE)

9. **TERMINATION OF AGREEMENT:**

This Agreement may be terminated during the Judge's term of office as follows:

By the Judge if the Judge provides a minimum of ____ days written notice prior to the Judge's effective date of termination, unless otherwise mutually agreed by the parties.

By the City only as provided in O.C.G.A. Section 36-32-2.1.

10. **MERGER AND AMENDMENT:**

This Agreement contains the entire understanding of the City and the Judge with respect to the matters set forth herein, and any prior or contemporaneous understandings are merged herein. This Agreement shall not be modified except by written instruments executed by the City and Judge hereto.

This Employment Agreement shall be governed under the laws of the State of Georgia, and any dispute regarding this Employment Agreement shall be resolved in _____ Court, State of Georgia.

11. **SEVERABILITY**

If any provision of this Agreement or their application to any circumstance is held invalid, the remainder of this Agreement and their application to other circumstances is not affected.

(Signatures on next page)

IN WITNESS WHEREOF the parties hereto do hereby execute this Agreement.

CITY OF

MUNICIPAL COURT JUDGE

By: _____

By: _____

(ENTER NAME OF JUDGE)

City Manager

Municipal Court Judge

Date: _____

Date: _____

Approved as to Form:

City Attorney