

**CHANDLER PRESIDING CITY MAGISTRATE
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered by and between the CITY OF CHANDLER (the "City"), an Arizona municipal corporation, by its Mayor, and ALICIA MORRISON SKUPIN (the "Employee"), (the City and the Employee may individually be referred to as the "Party" and collectively referred to as the "Parties") on this ____ day of _____, 20 ____ (Effective Date).

WITNESSETH:

WHEREAS, the City desires to employ the services of the Employee as Presiding City Magistrate of the City of Chandler, Arizona; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of the Employee; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of the Employee and to provide inducement for the Employee to remain in such employment, (2) to make possible full work productivity by assuring the Employee's morale and peace of mind with respect to future security, (3) to act as deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide a just means for terminating the Employee's services at such time as the Employee may be unable fully to discharge the Employee's duties or when the City may desire to otherwise terminate the Employee's employ; and

WHEREAS, the Employee desires to accept employment as the Presiding City Magistrate of the City;

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

AGREEMENT

Section 1. Duties

The City agrees to engage the Employee as the Presiding City Magistrate of the City to perform the functions and duties specified in the City Charter and City Code and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 2. Term

A. The term of this Agreement shall be from July 1, 2023, through June 30, 2025.

- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the Employee as provided by State law, subject only to the provisions set forth in Section 4 of the Agreement.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from employment with the City, subject only to the provision set forth in Section 3 of the Agreement.
- D. The Employee agrees to remain in the exclusive employ of the City and neither to accept, nor to become employed by any other employer. This provision does not prohibit the Employee from occasionally teaching on the Employee's time off with the advance approval of the Mayor.

Section 3. Resignation, Termination & Severance

- A. In the event the Employee voluntarily resigns from employment with the City before the expiration of the Term of the Agreement set forth under Section 2, then Employee shall give the City a minimum of two months advance notice before the Employee's final date of employment, or such advance notice as may be otherwise mutually agreed upon.
- B. If the Agreement is allowed to expire without a follow-on Agreement while Employee is still willing and able to perform the duties required under this Agreement, the City agrees to provide one of the following severance packages, which must be elected by Employee no later than five business days after Employee's receipt of the notice of termination or decision not to renew the Agreement, or Employee's involuntary resignation. Once selected, Employee's severance package may not be changed.

Option 1:

- A single lump sum severance payment in an amount equivalent to four months' aggregate salary at the then-current rate of pay, deferred compensation thereon, and the value of 100% of Employee's accrued vacation leave and 50% of accrued sick leave.
- The City's share of life insurance coverage and City-paid medical, dental, and vision COBRA continuation coverage for four months.

Option 2:

- Continuing pay and benefits for up to six months or until Employee commences retirement or obtains other full-time employment and benefits coverage through a group health insurance plan from Employee's new employer, whichever occurs sooner, as follows:

- Pay and deposits of deferred compensation based on Employee's then-current salary paid every two weeks concurrently with the regular City payroll.
- The continuation of City benefits based on Employee's elections at the time of termination.
- A lump sum payment of the value of 100% of Employee's accrued vacation leave and 50% of accrued sick leave to be made at the time of Employee's final check.

Section 4. Disciplinary Action

The Employee shall be held to high standards of conduct that would be expected of a Chandler Presiding City Magistrate and member of the Arizona judiciary. The Employee may be subject to disciplinary action up to and including dismissal for cause. Cause for disciplinary action includes violations of City rules, policies, and regulations that would result in disciplinary action if committed by other City employees; violations of the Chandler City Charter or City Code; violations of State or Federal law; and conduct that is inconsistent with the Code of Judicial Conduct, Administrative Order No. 2005-32 of the Supreme Court of Arizona, and any other Rule or law governing the conduct of judges in Arizona. The Employee shall be given notice and an opportunity to be heard in any disciplinary action.

Section 5. Salary

- A. The City agrees to pay the Employee for the services rendered pursuant to this Agreement an annual salary payable in installments at the same time regular employees of the City are paid as follows:

<u>Time Period</u>	<u>Annual Salary</u>
July 1, 2023 through June 30, 2024	\$ 226,077
July 1, 2024 through June 30, 2025	\$ 237,381

- B. Ongoing salary adjustments and merit increases approved for regular, unrepresented employees during the term of the Agreement shall not apply to the Employee.
- C. If during the term of the Agreement the City agrees to provide any payment to all regular, unrepresented employees that is not added to base salaries, and is not equivalent to a longevity payment to employees with a merit-eligible performance rating who are at the top of their pay range, City shall pay the Employee the same amount or percentage approved for such employees.

Section 6. Hours of Work

- A. The Employee shall work a full-time schedule of no fewer than 40 hours per week except when a City holiday occurs or when a leave is approved by the Mayor or a sick leave is taken as provided under the City Personnel Rules.
- B. In the event the Employee is required to work more than 40 hours in a week, the Employee shall not be compensated for the additional time.

Section 7. Dues and Subscriptions

The City agrees to budget and pay the professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the City subject to the City's determination as to what is necessary.

Section 8. Professional Development

The City hereby agrees to budget and pay for the travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other national, regional, state, and local governmental groups, and committees thereof on which Employee serves as a member, subject to the City's determination as to what is necessary.

Section 9. Other Terms and Conditions of Employment

- A. The City Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions do not interfere with the judicial integrity and independence of the Employee and are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter and Code, or any other law.
- B. All provisions of the City Charter and Code, and the Personnel Rules, Policies, and Administrative Regulations of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Employee as they would to other employees of City, in addition to said benefits enumerated specifically for the benefit of the Employee. The Employee shall pay the same amount of employee and dependent premiums for the City health and dental plans as paid by other employees of the City.
- C. The Employee shall accrue vacation and sick leave benefits as follows:

1. Vacation: The Employee shall accrue vacation hours as set forth under Personnel Rule 15, Section 4(C). Personnel Rule 15, Section 5 shall apply to the Employee's accrual of vacation credits in excess of 240 hours. Excess vacation hours may be contributed to the Retirement Health Savings Plan as provided in CC-Reg. CM-57.
 2. Sick Leave: The Employee shall accrue and use sick leave, including Statutory Sick Leave, as set forth in Personnel Rule 15 and may convert sick leave to vacation credits as provided under Rule 15 and the Sick Leave Conversion Program, CC-Reg. CM-71.
- D. Payment of sick leave upon leaving City service or death:
1. Upon leaving City service, the Employee shall be entitled to compensation for accumulated sick leave under the provisions of the Personnel Rules governing payment of sick leave for regular employees upon retirement.
 2. If the Employee dies prior to leaving City service, the Employee's beneficiaries shall be entitled to compensation pursuant to the Personnel Rules.
- E. The Employee shall be covered by the City's insurance for malpractice and errors and omissions.
- F. The Employee shall be entitled to annual deferred compensation in an amount equal to seven percent (7%) of the Employee's base salary. This amount shall be paid in equal bi-weekly amounts and deposited into the City's deferred compensation plan on a bi-weekly basis. The Employee may contribute additional amounts up to the maximum allowed by law.
- G. The City shall provide term life insurance in an amount equal to 1.5 times the Employee's annual salary payable to the Employee's designated beneficiaries.
- H. The City shall provide a \$40 per month allowance for the use of the Employee's own personal cell phone for City business. This allowance will be paid on a bi-weekly basis.

Section 10. Residency Requirement

Because of the extraordinary conditions affecting the local housing market, the Employee shall have up to 12 months from the commencement of the Agreement to become a resident of the city.

Section 11. General Provisions

- A. The text herein shall constitute the entire agreement between parties.

- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. If any provisions or any portion thereof, contained in this Agreement are held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Section 12. Reappointment

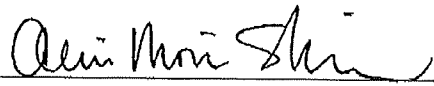
Nothing in this Agreement shall give the Employee an employment right beyond the terms set forth herein. Pursuant to Chandler Charter Section 2.09(c) reappointment of the Employee shall be at the pleasure of the City Council.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

FOR THE CITY

By: _____
MAYOR

FOR THE EMPLOYEE

By: 
ALICIA MORRISON SKUPIN

APPROVED AS TO FORM:

By: _____
City Attorney 

ATTEST:

By: _____
City Clerk