

AGREEMENT

THIS AGREEMENT (Agreement) is entered into the date below, signed by and between Mary Jo Barsetti (Employee) and the City of Tempe (City).

I.

The City and Employee desire to enter into a contract for employment by the City of Employee in the position of City Court Judge.

II.

This Agreement is based on the Arizona Constitution's requirement of separation of powers and the necessity of judicial independence to preserve and protect that separation. This Agreement shall set forth the parameters, guidelines, duties and rules of conduct, and compensation during the term of this Agreement. It is agreed as follows:

- 1) TERM. This Agreement shall be effective from November 1, 2016 through October 31, 2020.
- 2) COMPENSATION. Employee shall be paid the annual sum of \$150,640.87, in 26 bi-weekly installments for the period of November 1, 2016 to October 31, 2020. This salary will be reviewed and adjusted annually to keep in accordance with the standard City policies and procedures. Employee shall receive all other City benefits which are otherwise available to unclassified, exempt City of Tempe employees including normal Arizona State Retirement benefits. In addition, Employee shall be paid an amount equal to ten percent (10%) of base salary as annual pension contributions to the City of Tempe 457 Plan or 401(K) Plan or other retirement plan(s) of her choice.
- 3) DUTIES. Employee shall perform the duties of City Court Judge under the administration of the Presiding Judge of the Tempe City Court and pursuant to all laws, ordinances, and rules of the State of Arizona, City of Tempe, and Arizona Supreme Court.
- 4) CONDITIONS OF EMPLOYMENT.
 - a) Employee shall maintain normal work hours of 8:00 a.m. to 5:00 p.m. Monday through Friday except for legal holidays, vacation or other leave as granted by the personnel policies of the City or the Presiding Judge.
 - b) Employee shall preside as Judge over all assigned Court calendar dockets in a timely fashion and shall notify the Presiding Judge, if necessary, in a timely fashion of her inability to preside over any docket in order that the Presiding Judge may secure the service of a Judge Pro Tem.
 - c) Employee shall at all times ensure that her conduct as Judge of the City Court of the City of Tempe does not violate the Code of Judicial Conduct, Rule 45 of the Rules of the Arizona Supreme Court, and any other Rule or law governing the conduct of judges during the terms of this contract.
 - d) Employee shall not during her term of employment commit any act, which would be grounds for dismissal pursuant to Rule 4 of the Personnel Rules and Regulations of the City of Tempe.

- 5) TERMINATION. During the term of this Agreement, the employee may be removed from office for violation of this Agreement by the City Council of the City of Tempe. Notice of removal of office shall be delivered in writing to the Employee and Employee shall have the right to request a hearing before the City Council of the City of Tempe. Any such request for hearing and any hearing shall be in accordance with Rule 4, Section 407(F)(1) of the City of Tempe Personnel Rules, except that said hearing shall be before the City Council of the City of Tempe and not the Merit System Board.

DATED this _____ day of _____, 2016

Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

Approved as to form:

Judith R. Baumann, City Attorney

Mary Jo Barsetti, Employee