

CONTRACT EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into by and between **the City of Ashville, Alabama** referred to in this Contract Employment Agreement as the "Employer" and _____, referred to in this Contract Employment Agreement as "Employee."

RECITALS

WHEREAS, the Employer desires to extend an offer of employment, strictly subject to the terms and conditions set forth herein, to the Employee as a Court Clerk; and

WHEREAS, the Employer and the Employee desire to commit to writing an understanding of the Employee's future employment duties, titles, privileges and responsibilities; and,

WHEREAS, for the mutual protection of the parties, this Employment Agreement has been entered into effective as of the date hereof.

NOW THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE EMPLOYMENT DUTIES AND EXTENT OF SERVICES

It is acknowledged by all parties that Employee is being hired as an Employee and a Contract Employee of the Employer as defined in 3.1 of the City of Ashville Personnel Policies and Procedures Handbook (the "Handbook").

Employer hereby contracts with Employee to provide services to the Employer by performing tasks as outlined below and as otherwise assigned by the Municipal Judge or City Clerk, or their designee (the "Supervisor").

Employee will be required to assist in or perform duties as assigned by the Supervisor and/or their designee. The below is not intended to be all encompassing but rather to provide a general description of the extent of the services Employer expects to require of Employee. These duties may include, but are not limited to: those described in Exhibit "A" – City of Ashville Contract Court Clerk, which is attached hereto and incorporated herein by reference.

The employment between Employer and Employee is governed by the Handbook. Unless inapplicable to Employee due to his status as a Contract Employee, the terms and provisions set forth in the Handbook are expressly adopted and incorporated as if fully and completely set forth herein.

SECTION TWO TERM OF EMPLOYMENT

Employee is a Contract Employee of Employer as described in 3.1 of the Handbook. The term of this Contract will be for a period of three years beginning July ____, 2022 (the "Term"). Without altering the at-will nature of this Employment Agreement, the employee shall be a probationary employee for twelve months following commencement of his/her employment with the Employer as described in the Employer's Handbook.

Both parties recognize there is no implication, offer or guarantee of employment beyond the conclusion of the Term. Notwithstanding anything herein, Employee's rights during the term shall be consistent with those rights of a Contract Employee as set forth in the Handbook and, as such, Employee shall have no property rights or expectation of continued employment after the Term concludes.

During the term of Employee's contract, employee shall be required to work the hours as designated by the Employer which shall be **up to** thirty-two (32) hours per week and shall be on the following weekdays unless exigent circumstances require temporary deviation: Monday, Tuesday, Thursday, Friday.

SECTION THREE COMPENSATION OF EMPLOYEE

Employer shall pay Employee, and Employee shall accept from Employer, in full payment of Employee's base salary, the compensation of Fifteen and 16/100 Dollars per hour (\$15.16 / hr.) payable bi-weekly assuming and upon completion of magistrate certification.¹ Employee will be eligible for any city-wide cost of living increase and longevity payment, if applicable, as full time employees of City are so eligible. In the event Employee's contract is renewed following the expiration of the current Term, any change in compensation will be addressed at the time of renewal.

Payments to the Employee of compensation provided herein shall be reduced by all required Federal, state and local employee withholdings, deductions and tax or similar payment plans.

SECTION FOUR TERMINATION

Employee is an at-will contract employee. This Agreement may be terminated by Employer or Employee with or without cause at any point during the term of the Agreement, and all sums due and payable to Employee under the terms of this Agreement shall be paid through the effective date of Employee's termination. If not terminated or extended earlier, the term of this Agreement as set forth above will dictate the termination of Employee's employment with the Employer.

¹ Employee's compensation will be \$14.16 until such Magistrate Certification is complete.

**SECTION FIVE
BENEFITS**

Employee shall be entitled to any of the benefits including but not limited to insurance benefits as well as vacation, holiday or other leave benefits as those granted to regular full-time employees of Employer during the term of this Agreement. Employee's employment as described herein shall accrue for purposes of state retirement or otherwise.

**SECTION SIX
GOVERNING LAW**

It is agreed that this Agreement shall be governed by, construed and enforce in accordance with the laws of the State of Alabama.

**SECTION SEVEN
MODIFICATION OF AGREEMENT**

Modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party.

**SECTION EIGHT
PARAGRAPH HEADINGS**

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

**SECTION NINE
NOTICE**

Any notice required to be given in writing to any party to this Agreement may be delivered personally or by mail, if to Employer at the principal office of Employer in Ashville, Alabama; and if to Employee, at such address as shall be registered as the principal residence of the Employee by notice to the Employer.

**SECTION TEN
EFFECTIVE DATE**

This Agreement shall become effective on the ____ day of _____, 20__.

IN WITNESS WHEREOF, the Employer caused this Agreement to be executed by its duly authorized officer and the Employee has signed his name hereto effective as of the date and year first above written.

ATTEST:

CITY OF ASHVILLE, ALABAMA

City Clerk

Its Mayor

ATTEST:

EMPLOYEE:

Witness

Exhibit A

City of Ashville Contract Court Clerk

JOB DEFINITION

The primary duty of the municipal court clerk is to act as chief administrative officer of the court, responsible for leading, coordinating, and performing complex specialized clerical duties in support of the municipal court including the initiation, processing, and maintenance of legal documents, correspondence, and statistics and providing information and assistance to the public. General duties include, but are not limited to: prepare, organize, and record court schedules and documents; receive and record citation payments; take pleas before court and set up for trials; issue default letters; work on warrants; prepare reports for attorneys; disposes of court cases and proceedings and additional tasks as assigned by the Municipal Judge or City Clerk. Incumbent works under the general supervision of the Municipal Judge and City Clerk.

ESSENTIAL FUNCTIONS

- Lead, plan, train for, and review the work of staff responsible for municipal court activities and operations including providing the processing of court documents involving warrants, citations, and other legal documents.
- Attend municipal court as required.
- Plan, direct, and participate in the processing of court documents.
- Operate a variety of office equipment including computers.
- Train assigned employees in their areas of work in document processing methods, techniques, and in assembling and using equipment.
- Verify the work of assigned employees (magistrates) for accuracy, proper work methods, techniques, and compliance with applicable standards and specifications.
- Lead and participate in providing assistance to the public in person and by phone including retrieving information and files, and providing general information regarding scheduling of court dates, defensive driving, warrants, and granting extensions; assist the public in problem solving and research activities.
- Work closely with the police department, judges, and other court officials to ensure efficient and timely operation of municipal court.
- Participate in compiling, typing, recording and filing a wide variety of documents, court records, reports and materials including citations, warrants, summons, letters, reports, and complaints.
- Operate a computer terminal and printer to type, enter, modify, and retrieve a wide variety of court documents, reports, records, letters, and other material.
- Coordinate the functions of the warrant office including warrant collection and compilation of data; perform warrant audit as required.
- Compile information from a variety of sources and prepare complete statistical reports; organize and compile warrant and citation reports; input information into computer for retrieval by department personnel.
- Sort, file, copy, and distribute court documents and reports to appropriate personnel; process paper-work required by law for cases appealed to a higher court.
- Process court payments on citations; prepare receipts on payment.
- Perform other job related duties as required.

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of operations, services, and activities of a municipal court program
- Knowledge of municipal ordinances, state statutes, court procedures, and applicable case law decisions.
- Knowledge of principles and procedures of record keeping, business letter writing, and report preparation.
- Considerable knowledge of modern office methods, practices, procedures, and computer equipment.
- Considerable knowledge of principles of leading, supervising, and training.
- Skill in assisting in the coordination of municipal court document processing activities.
- Skill in processing court documents accurately and efficiently.
- Skill in researching and solving problems.
- Ability to lead and perform a full range of specialized court clerical work under minimal supervision.
- Ability to correctly interpret and apply the laws, codes, policies, and procedures related to the processing of court documents.
- Ability to work courteously with the general public on the telephone or in person.
- Ability to exercise judgment and discretion in releasing information.
- Ability to maintain accurate records and files.
- Ability to make arithmetical calculations quickly and accurately.
- Ability to operate a variety of office equipment including a computer terminal.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to establish and maintain cooperative working relationships with those contacted in the course of work.

QUALIFICATIONS / EXPERIENCE

- Must be sworn to the oath of office prescribed in the Constitution of the State of Alabama and filed with the probate office after date of appointment. Within six months of taking oath must enroll in a magistrate's orientation and certification program approved by the AOC and complete six orientation sessions with a 70% success and graduate.
- Must complete Regional Seminar for Municipal Court and Police Officials (12 hours)
- Must maintain certified status by completing a minimum of 10 hours of approved education each year.
- Must possess computer skills necessary to perform the essential functions of the position with knowledge of *Microsoft Windows*®.
- Must have knowledge of related office equipment.
- Must be willing to work non-standard hours as required.
- Must be willing to travel overnight to attend continuing education courses and workshops.
- Must be physically able to perform the essential functions of the position with reasonable accommodation if applicable.