

Model Contract Provisions for Judges of Courts of Limited Jurisdiction

Introductory Note: These Model Contract Provisions are intended to be general in scope and to be suitable for inclusion, *mutatis mutandis*, in contracts between a political subdivision of a State and one or more individuals who serve, by election or appointment, as judicial officers of courts of limited jurisdiction in such political subdivision.

The provisions below are set forth in no particular order and are intended merely as templates to be inserted at appropriate places in the actual contract between the political subdivision and the judicial officer.

These Model Contract Provisions presuppose that the contracting judge is a lawyer duly licensed, admitted to the Bar of the State, and in good standing. Some jurisdictions (*e.g.*, New York's village courts) permit lay persons to serve as judges. The Task Force believes that best practices are to have licensed, experienced, members in good standing of the State Bar serving as judicial officers who exercise the power to levy criminal fines or impose any amount of imprisonment. For those jurisdictions in which lay persons are permitted to exercise such powers, such persons should receive adequate and ongoing legal training.

For convenience of reference, the following defined terms, which are alterable to fit the circumstances of specific contracts, will be used. For example, while we use the term "CITY" to refer generically to the political subdivision in which the judicial officer serves, it may be appropriate in a particular case to substitute a different word for that function, *viz.* "County," "Town," "Village," etc.

ADMINISTRATOR	The State Court Administrator
CITY	The political subdivision party to the contract
CODE	The State's Code [Canons] of Judicial Conduct
HIGH COURT	The highest court in the State, however denominated.
JUDGE	The judicial officer party to the contract
MAYOR	The chief executive branch officer of the CITY
TRIBUNAL	The court on which the JUDGE serves

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Model Provisions:

Qualifications for Judicial Office. The JUDGE represents and warrants to the CITY that the JUDGE possesses the following minimum qualifications prior to taking office as a judicial officer hereunder:

1. The JUDGE is an attorney duly admitted to the Bar of this State and duly licensed to practice law in this State, and has in fact practiced law in this State for a period of at least ___ years.
2. The JUDGE has not been suspended, disbarred, or otherwise been subject to discipline by the competent bar disciplinary authorities of this State or any other jurisdiction or by any court, state or federal.
3. The JUDGE is a citizen of the United States and a permanent resident of this State.
4. The JUDGE does not hold any other office within the CITY government.
5. The JUDGE does not have a business interest or close family relationship with any officer or employee of the CITY who was, is, or will be involved in the JUDGE's selection, the negotiation, drafting, execution, or administration of this Agreement, or evaluation of the JUDGE's performance hereunder.

Limitations on Employment. While serving as a judicial officer pursuant to this Agreement, the JUDGE may accept employment as a judge in another court in this or another political subdivision within this State to the extent permissible under the CODE. Under no circumstances may the JUDGE, while serving as a judicial officer pursuant to this Agreement, practice law in the CITY or within ___ miles of the CITY.

Professional Development and Attendant Costs.

- a) To maintain eligibility to continue to hold judicial office in the CITY, the JUDGE shall attend at least ___ hours of continuing judicial education approved by the HIGH COURT in each calendar year and shall certify completion of this requirement to the ADMINISTRATOR annually on such form or in such manner as the ADMINISTRATOR may prescribe, with a required copy of such certification to the CITY. The JUDGE understands and agrees that failure to comply with the requirement of this paragraph, shall, unless excused by the HIGH COURT, be reported by the ADMINISTRATOR to the judicial conduct commission of this State for appropriate action.
- b) In addition, the CITY encourages the JUDGE to participate in further national, regional, and state and local associations and organizations necessary and desirable for continued professional growth and advancement and to improve performance as a judicial officer of the CITY. Should the JUDGE desire, or be required by the ADMINISTRATOR, to incur any expenditure (including without limitation any registration, travel, and subsistence expenses) for any of the proposed activities outlined above, the JUDGE may obtain prior written authorization from the MAYOR of the CITY, in which event the CITY shall reimburse the JUDGE for such pre-authorized expenses; provided, that if the JUDGE submits a request for reimbursement without prior written authorization for expenses

related to any of the foregoing proposed activities that are not required by the ADMINISTRATOR, the CITY may, in its sole discretion, reimburse for such expenses.

Duties. The JUDGE agrees to serve as a judicial officer for the CITY with all the powers, duties, privileges, and obligations that such office confers and in accordance with this Agreement, the CITY's ordinances, the constitution and laws of this State and the United States, and all other applicable sources of law. At all times during the term of this Agreement, the JUDGE shall maintain active status (or judicial status, if applicable) as a licensed attorney in this State, shall to the best of the JUDGE's ability maintain and attend regularly scheduled sessions of the TRIBUNAL (including without limitation arraignments, hearings, and trials) and perform all administrative and out-of-court work required of a judicial officer for the CITY, shall satisfactorily perform all duties pertaining to such office, shall maintain a high standard in personal life befitting a public figure in the administration of justice, and shall devote best efforts to advance the cause of justice, impartiality, fairness, and efficiency in all legal matters coming before the TRIBUNAL.

Indemnification. The CITY shall defend, indemnify, and hold the JUDGE harmless from any and all claims arising out of the lawful and good faith performance of official judicial duties and functions.

Superintending Authority. The JUDGE shall be subject to, and bound by, the CODE, and in the conduct of the JUDGE's responsibilities as a judicial officer of the CITY shall be subject to (a) the rules of the TRIBUNAL and any court of general jurisdiction in the geographic area that includes the CITY, (b) the general administrative authority of the chief judge (if any) or presiding judge of such court, and (c) the rules of the HIGH COURT.

Judicial Independence. The parties hereto understand and agree that the JUDGE is part of an independent branch of government and shall at all times act in accordance with the provisions of the CODE and applicable State Court rules. The JUDGE shall use the JUDGE's best legal judgment in deciding cases coming before the TRIBUNAL without interference or pressure from any official or employee of the CITY. Under no circumstances will the JUDGE be compensated, in whole or in part, based upon revenues of the court.