

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF YORK )

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the effective date of the **1<sup>st</sup> day of July, 2009**, between the City of Rock Hill, South Carolina, a municipal corporation, hereinafter called the "City" and Jane Pittman Modla, hereinafter called "Employee."

WITNESSETH

WHEREAS, the City desires to employ the services of Jane Pittman Modla as Municipal Judge of the City of Rock Hill as provided by the Rock Hill City Code, Chapter 20; and Employee desires to accept employment as Municipal Judge; and

WHEREAS, the parties desire to reduce the employment arrangements to written form for the benefit of both parties; and

WHEREAS, it is in the public's interest to establish an independent judicial function within the Rock Hill Municipal Court by employing Jane Pittman Modla as Municipal Judge upon such terms and conditions as will promote her continuous productivity and efficiency, provide her with reasonable employment security and set forth a fair, equitable and orderly means for termination of such employment;

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

Section 1. Duties. The City agrees to employ Jane Pittman Modla as Municipal Judge of the City of Rock Hill to perform the functions and duties specified in Chapter 20 of the City code, and Sections 14-25-5, *et seq.* of the Code of Laws of South Carolina, 1976, as amended, and to perform other lawful and proper duties and functions as they may be required by City Council from time to time.

Section 2. Term. Employee shall be retained as Municipal Judge of the City of Rock Hill for a period commencing on **July 1, 2009, and ending August 31, 2011.**

Section 3. Termination

(a) Termination by the City. City Council may terminate the employment of Employee, irrespective of term, by directing written notice of termination to Employee by certified or registered mail.

In the event of such termination while Employee is ready, willing and able to perform the duties of Municipal Judge, the City shall pay Employee a lump sum equal to the compensation which would have been due, including earned **but** unused vacation, for the balance of the term of this Agreement, ~~discounted to present cash value at 6% discount rate, occurring after the effective date of such termination,~~ less only deductions as are required by law to be withheld therefrom. The policies concerning unused vacations and sick leave applicable to all City employees shall apply to the Municipal Judge's payment for such earned but unused vacation **and sick leave.**

In the event Employee is terminated for cause, no such compensation shall be due after the effective date of such termination. Termination for cause shall be limited to (a) fraudulent conduct, violation of the applicable Rules of Judicial Conduct, misappropriation, embezzlement or other dishonest conduct, (b) mental or physical disability such that two physicians, selected by the City Attorney, certify the Employee is unable to perform her duties on a full-time basis, (c) failure to follow proper directives or (d) breach of this Agreement by Employee.

(b) Termination by Employee. Employee may terminate her employment with the City by directing written notice 90 days prior to date of termination to City by certified or registered mail. In the event of such termination, Employee shall not be entitled to receive the termination pay provided in Section 3(a) of this Agreement but shall receive payment for any earned, unused vacation subject to the limitation set forth in subparagraph (a) above.

Section 4. Compensation. The City agrees to pay Employee for her full-time services a base salary of \$84,177.60 per year and thereafter as established by annual budget ordinance or appropriate personnel action forms approved by the City Manager or his designee, payable in installments at the same time as other employees of the City are paid.

In addition, the City agrees to annually review the base salary and may increase same in such amounts and to such an extent as City Council may determine in accordance with the annual evaluation as set forth herein.

Section 5. Benefits. The City shall provide Employee with any and all fringe benefits that apply to other employees.

Section 6. Hours of Work. The minimum work of Employee shall be forty (40) hours per week plus any additional work time

reasonably required to discharge the duties and responsibilities of the Municipal Judge.

Section 7. Replacement Judge. In the event Employee is unable to perform her duties due to absence for sick or vacation leave, or mandatory and elective continuing legal/judicial training and education, the Employee shall be responsible for arranging for an Associate Judge to handle the business of the Municipal Court in her absence. Associate Judges may also be assigned to preside over jury and non-jury court sessions as are necessary to meet demand of the case load. Associate Judges are designated by Council and are compensated by the City.

Section 8. Reporting. The Employee will provide annual written reports to the City Manager or his designee. Employee will place emphasis on city core values and goals such as customer service, safety, coordination of work, cooperative relationships and office hours. Employee will look for direct guidance and support from the City Manager's office for all non-judicial functions and duties related to this Agreement. In person reports to the City Manager or his designee may be held at the request of either party. These reporting requirements may be altered by the City as it may deem appropriate. These meetings are for oral reporting purposes and may be closed to the public for appropriate reasons.

Section 9. Recommendation of Court Officials. For judicial functions and assignments of duties associated with the Municipal Court, the Associate Recorders will be appointed by City Council upon the joint recommendation of the Municipal Judge and the City Manager or his designee.

Section 10. Professional Development. The City agrees to budget and pay for the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee including dues and educational requirements sufficient to stay in good standing as a member of the South Carolina Bar. These can include current legal publications, professional organizations and training at the National Judicial College upon approval of Mayor.

Section 11. Liability. The City shall defend and insure said Employee against claims, demands, suits, actions or other civil proceedings of any kind of nature arising out of the performance by Employee of her duties and responsibilities as Municipal Judge if the performance consisted of conduct which Employee, in good faith, reasonably believed was lawful.

Section 12. Annual Performance. The City Manager or his designee will review the Employee's performance on an annual basis under the City's standard evaluation process as other city employees and recommend appropriate adjustments to City Council.

Section 13. General Provisions.

(a) This Agreement constitutes the entire Agreement between parties.

(b) If any provision or any portion thereof contained in the Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or any portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

(c) This Agreement shall consist of duplicate originals with each party retaining a signed original.

(d) Any completed written reports pursuant to this Agreement held by the City Manager or his designee shall be forwarded to Council within seven (7) business days by the City Manager, or his designee.

SIGNED, SEALED AND DELIVERED by Jane Pittman Modla, Employee, and the City of Rock Hill, Employer, pursuant to authorization of City Council in meeting duly assembled October 26, 2009.

EMPLOYEE

CITY OF ROCK HILL,  
SOUTH CAROLINA, EMPLOYER

\_\_\_\_\_  
Jane Pittman Modla

\_\_\_\_\_  
A. Douglas Echols, Mayor

ATTEST:

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David B. Vehaun  
Municipal Clerk/Assistant City Manager