

**CITY OF COPPELL
PRESIDING MUNICIPAL COURT JUDGE
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (the “Agreement”), dated to be effective the 1st day of October 2024, is entered into by and between the **City of Coppel** (“City”), a home rule municipal corporation situated in Dallas County, Texas, and **Sandra White** (“Employee”).

City and Employee agree as follows:

1. **Employment.** Beginning on October 1, 2024 Employee will be employed by the City to serve as the Presiding Municipal Court Judge of the Coppel Municipal Court No. 1 pursuant to Section 4.06 of the City’s Home Rule Charter and applicable City ordinances. Employee will work no more than 1500 hours in City’s fiscal year (the “Maximum Work Hours”). Employee is appointed by and serves at the pleasure of the City Council, but will work with the City Manager’s Office on day-to-day administrative matters.

2. **Duties.** Employee will perform the duties and responsibilities set out in the Job Description attached hereto as Exhibit “A” and incorporated herein for all purposes and as may be amended from time to time by City. Employee will perform her duties in a professional, courteous, and timely manner. Employee will establish her work hours consistent with the needs and operations of the Court, and if she is unable to maintain her established work hours on a particular day, she will notify an Alternate Municipal Judge and the Court Administrator at least five (5) business days in advance, except in cases of illness or emergency, in which case Employee will provide as much advance notice as possible. In carrying out her duties, Employee further agrees to comply with all applicable federal, state, and local laws, rules and regulations. Employee further agrees to conduct her personal business and regulate her work habits and working hours so as to maintain and increase the goodwill, operations, and reputation of the City. In interacting with City employees, citizens, and others with whom she comes into contact as a Municipal Court Judge, Employee will not engage in any discriminatory or harassing conduct based on race, religion, color, sex, sexual orientation or preference, national origin, disability, age, marital status, pregnancy, military or veteran status, citizenship, genetic information, gender identity or expression, or any other characteristic protected by law.

3. **Term.** The term of this Agreement is through September 30, 2026, unless sooner terminated as provided herein.

4. **Compensation.** City will pay Employee as follows:

- a. \$125.00 per hour for services rendered, in increments of ¼ hour;
- b. From time to time, Employee is required to work “on call.” This time refers to time spent by Employee outside her established work hours (including nights, weekends, and holidays) at the request of the City’s Police Department to perform such duties as prisoner arraignments, provide magistrate’s warnings, and issue search and arrest warrants and other requests by the City’s Police Department. Time worked immediately before or after established work hours performing such duties is not

considered on call.” During a regular workday, Employee will be paid a minimum of one (1) hour when on call and thereafter in ¼ hour increments. If scheduled for a weekend or city holiday, Employee will be paid a guaranteed minimum of two (2) hours per day and time worked immediately thereafter paid in ¼ hour increments.

Employee will report her time on a weekly basis to the Court Administrator. Employee’s compensation will be paid to her net of applicable withholding and in accordance with City’s normal payroll schedule.

5. Employee’s Qualifications. Employee covenants and affirms that she is, and during the term of this Agreement will remain: a Texas resident; a citizen of the United States; an attorney in good standing and licensed by the State Bar of Texas; and, in compliance with the Texas Code of Judicial Conduct. Employee also affirms she has two or more years of experience in the practice of law in the State of Texas. Employee is responsible for any expenses associated with maintaining her Texas bar license. Employee represents and warrants that she has a thorough knowledge of City and Texas laws, including appellate court rulings as they pertain to a court of limited jurisdiction, the Texas Code of Criminal Procedure, the Texas Penal Code, the Texas Rules of Evidence, trial and courtroom procedures, and the functions and operations of a Court of Record.

6. Court Facilities. City will provide a courtroom, jury room, office, office furniture, legal resources, and other facilities and supplies necessary for the proper operation of its Municipal Court.

7. Benefits. Employee is eligible for all legally mandated benefits (such as TMRS and workers’ compensation coverage). Employee is not eligible for and will not receive any of City’s other employee benefits (such as vacation leave, paid sick leave, other paid time off benefits, social security, group health insurance coverage, progressive discipline, and disciplinary appeals). City will pay the costs for Employee to attend up to sixteen (16) hours of continuing judicial education plus any training associated with the Texas Legislative sessions in accordance with Section 4 of this Agreement and the City’s Travel and Expense Reimbursement policy; hours spent attending continuing judicial education will be counted toward the Maximum Work Hours.

8. Training. City will pay costs of and attendance by Employee at the following training:

- a. Up to sixteen (16) hours of continuing judicial education,
- b. In years when the Texas Legislature is in session, additional training associated with legislative changes made as a result of the Session,
- c. Other training required by law, and
- d. Any other training required by City.

All training and reimbursement for training and associated expenses must be in accordance with City’s Travel and Expense Reimbursement policy and its Training and Development policy. All hours spent attending continuing education and other approved training will count towards the Maximum Work Hours.

9. Employee’s Other Clients. Employee may provide her professional services to third parties as long as such other work does not interfere or conflict with her duties under this Agreement or reflect unfavorably upon City. Provided, however, that in her private law practice

Employee agrees that she will not represent a party who is, or who reasonably may be, adverse to the City and/or to one of its employees, a City Council member, or the Mayor or in a matter wherein the City or one of these individuals is, or reasonably may be, a party or witness.

10. Errors & Omissions Insurance Coverage. City has an Errors and Omissions insurance policy covering its officers, directors, and elected and appointed officials. This policy covers monetary damages arising out of civil claims resulting from wrongful acts by such individuals while acting within the scope of their duties. City will provide coverage to Employee, in her capacity as the Presiding Municipal Court Judge, under its Errors and Omissions policy.

11. Termination. Employee may terminate this Agreement by providing the City Manager with thirty (30) days' prior written notice. The City may terminate this Agreement in accordance with applicable law and its Charter. Any accrued compensation owing to Employee through the date of termination will be paid to Employee in full and final satisfaction of this Agreement.

12. Miscellaneous.

12.1 If any term, covenant, or condition of this Agreement is invalid or unenforceable, the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.

12.2 Any change or amendment to this Agreement must be in writing and signed by both parties.

12.3 This Agreement contains the entire understanding between the parties.

12.4 Employee may not assign this Agreement.

12.5 This Agreement, and the rights and obligations of the parties, will be governed and construed in accordance with the laws of the State of Texas. Venue will be in Dallas County.

12.6 The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

THE CITY OF COPPELL

Michael Land, City Manager

EMPLOYEE

Sandra White

EXHIBIT A
PRESIDING MUNICIPAL COURT JUDGE – JOB DESCRIPTION