

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT
PUBLIC DEFENDER OF THE COUNTY OF MONTEREY

The provisions of this AMENDMENT "No. 1" to the Agreement – Public Defender of the County of Monterey between the County of Monterey and Susan Chapman executed December 16, 2016, (the "Agreement") are hereby entered into between County and Susan Chapman.

RECITALS:

WHEREAS, the County and Ms. Susan Chapman entered into the Agreement setting forth the mutual covenants and conditions for employment of Ms. Chapman as Public Defender; and

WHEREAS, the Board of Supervisors conducted scheduled performance evaluations of Ms. Chapman and recommended adjustment of compensation and terms in conformance with the provisions of the Agreement;

NOW, THEREFORE, the parties agree to further amend the Agreement as follows:

1. Amend section 1. **Term**, to read in its entirety as follows:

- 1 **Term**. The term of employment shall commence December 24, 2016 and continue from February 27, 2018 for five years, up to and including February 26, 2023, unless otherwise terminated under the provisions set forth in the Agreement.

2. Amend Section 2.D. **Scope of Work/Job Duties**, to *add* the following language:

The Board of Supervisors and Employee shall develop and agree upon a set of Performance Metrics for the position of Public Defender, setting forth clear and measurable performance parameters for management of the Office of the Public Defender, and effective execution of the statutory duties of the Office. The Performance Metrics shall be included in this contract by reference and may be amended from time to time by mutual agreement of the parties.

3. Amend Section 2. G. **Compensation and Benefits**, to *add* the following language:

Effective the first full pay period after February 27, 2018, Employee is advanced and compensated at Step 4 of the current Public Defender Salary

Schedule. With continued acceptable performance as evaluated by the Board of Supervisors, two years after initial employment date, Employee will be advanced to Step 5 of the Public Defender Salary Schedule, effective the first full pay period after December 24, 2018. Thereafter, Employee shall be eligible for step increases in two-year increments, up to Step 7, with continued acceptable performance as evaluated by the Board of Supervisors. Such salary shall be payable in the same manner and at the same time as salary payments are made to other Unit Y County employees.

IN WITNESS WHEREOF the parties hereto have executed this Amendment No. 1 to the Agreement as of the day and year written below:

COUNTY OF MONTEREY

Susan Chapman

By: 

Chairman

Monterey County Board of Supervisors

Date: 3-12-18

By: 

Date: 2-21-18

APPROVED AS TO FORM:

By: 

Charles J. McKee, County Counsel

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into as of the date set forth below by and between the COUNTY of MONTEREY ("County" or "Employer") and Susan Chapman ("Employee").

By execution of this Agreement, Susan Chapman is hereby appointed Public Defender of Monterey County pursuant to the laws of the State of California and the Monterey County Code.

1. **Term.** The term of employment shall commence on December 24, 2016 and continue until terminated as set forth below.
2. **Terms and Conditions.** Reference in this Agreement to the letters below shall be to the information set forth following each letter.

A. Name of employee: Susan Chapman

B. Department: Public Defender

C. County Job Title: Public Defender

D. Scope of Work/Job Duties: Perform all duties and functions expected of a Public Defender within the best practices of the industry and under the laws of the State of California and the laws of the United States. Employee recognizes that the position of Monterey County Public Defender is high profile with the expectation that she will meet the highest professional and ethical standards.

E. Hiring Authority/Management/Evaluations: Pursuant to State law and County Code, Employee is appointed by the Board of Supervisors. Management and Supervision of Employee will be by the Board of Supervisors, and the County Administrative Officer and his Assistant. The parties recognize that Employee is an Attorney-at-Law with individual clients with whom she has an attorney-client relationship. However, this relationship does not preclude inquiry and management by the Employer into Employee's management of and the practices of the Public Defender Office.

F. At-Will Status of Employee: In executing this Agreement, Employee specifically acknowledges that her employment status pursuant to this Agreement, State law and the County Code is "At-Will," subject only to the terms and conditions contained or specifically referenced herein. It is expressly agreed by the parties hereto that no work, act, commission or omission of the Employee or Employer shall be construed to make or

render Employee's status anything but "At Will." "At-will" means serving at the pleasure of the Board of Supervisors which service and employment may be terminated at any time, for any reason or for no reason.

- G. Compensation and Benefits:** Effective December 24, 2016, Employee is hired as Monterey County Public Defender at Step 3 of the current Public Defender salary range as set forth in the County Salary Schedule. Employee is entitled to the same benefits, step increases, and salary increases as other "Y" unit County employees. Employee recognizes that she is a full-time, executive level employee expected to work normal business hours and that she will often work in excess of normal business hours without additional compensation.
- H. Discrimination, Sexual Harassment, Workplace Violence and Other County Policies:** The Employer has policies that prohibit discrimination in any of its forms, including sexual harassment, and which forbids violence in the workplace or anywhere else having a nexus with the workplace. Employee's signature on this Agreement constitutes Employee's promise to become and remain informed regarding such policies, and to fully comply therewith. Employee shall comply with all County regulations, ordinances, policies, and procedures, as adopted or amended from time to time, whether referenced in this Agreement or not.
- I. Termination by Notice:** Either party may terminate Employee's employment in its/her sole discretion, without cause or penalty, and conditioned only upon written notice by one to the other; termination may be effective immediately upon notice.
- J. Severance Payment:** In recognition that the employment status herein is "At-Will" with no right to permanent employment and therefore can be terminated at any time and for any reason and/or no reason, Employer and Employee agree that upon termination of Employee by County, Employee shall be paid a sum equal to six months (180 days) salary without benefits ("Severance Payment"). Employee recognizes that under no circumstances shall she be entitled to any compensation upon termination except for said Severance Payment. Employer and Employee also agree that the Severance Payment shall not be due and payable to Employee if she is terminated by County for malfeasance, violation of law or unethical behavior. Employee recognizes that the Severance Payment shall not be payable to Employee if she terminates this Agreement.
- K. Outside Employment:** No outside employment shall be undertaken by Employee which does or may present a conflict of interest, or which has or may have the appearance of a conflict of interests with the duties and obligations of the Employee under the provisions of this Agreement. No outside employment may be undertaken without consent of the Board of

Supervisors. Recognizing that Employee currently operates a law firm with clients, Employee may spend time until January 31, 2017, removing herself as attorney of record or otherwise resolving her current cases as long such efforts do not interfere with her full-time duties as Public Defender, no work is done with County resources, no work is done on County premises, and such work does not present a conflict of interest with her duties as Public Defender or with the Office of the Public Defender's clients.

- L. Conflicts of Interest:** The parties recognize that Employee formerly provided indigent criminal defense services to clients of the Alternate Defender Office, and that she recently served as Interim Chief Alternate Defender. The clients of the Alternate Defender's Office that Employee represented have conflicting positions with some of the clients of the Public Defender's Office. Employee will ensure that she resolves potential conflicts between her former Alternate Defender Office's clients and the clients of the Public Defender's Office in accordance with governing law and the ethics rules of the State Bar of California. Employee will comply with ethical requirements in a manner that ensures criminal defendants are protected as required by law and ethics rules; Employee shall manage compliance with ethical requirements in a manner that minimizes disruption to the operations of the Public Defender's Office.

IN WITNESS WHEREOF, the parties have executed this day and year written below.

Dated: December 6, 2016

By: 

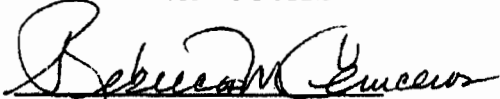
Jane Parker, Chair

Dated: December 16, 2016

By: 

Susan Chapman

APPROVED AS TO FORM



Rebecca M. Cenicerros
Deputy County Counsel

Dec 16, 2016

EMPLOYEE BENEFIT SUMMARY **UNIT Y** **Safety & Non-Safety Executive Management**

Paydays: Biweekly on Fridays

Floating Holiday: 1 day per calendar year

Professional Leave: 10 days per calendar year

Paid Leave:

Type of Paid Leave: Annual Leave

Years of Completed Continuous County Service	Accrual
Zero to 2 years	23 days
After 2 years	25 days
After 6 years	27 days
After 10 years	30 days
After 15 years	32 days
After 18 years	33 days
After 20 years	34 days
After 25 years	37 days

Accrual Maximum: 850 hours

Cash Out: Up to 160 hours per calendar year

Holidays: 10 paid holidays plus Christmas Eve when December 24th falls on a Monday-Thursday.

Monthly Expense Allowance: \$54.17 for Department Head classes and \$45.84 for all other Y unit classes.

Automobile Allowance: \$375 per month

Professional Development Stipend: \$400 per calendar year

Health Insurance: Available to eligible employees and dependents. Cafeteria style benefit plan is available offering a variety of pre- and post-tax options including health, dental, and vision insurance, and private supplemental insurance policies. Coverage is effective the 1st of the month following hire date. Elective county contributions (flex credits) vary. Access to, and use of, flexible credits is contingent upon employee enrollment into a medical plan. Retiree coverage available.

Medical: CalPERS Health Insurance Program

- Preferred Provider Organization (PPO)
- Exclusive Provider Organization (EPO)
- Health Maintenance Organization (HMO)

Dental: Pacific Health Alliance

- \$2,000 annual max. per covered person
- \$1,500 lifetime max. orthodontia benefit per covered person

Vision: Vision Service Plan (VSP)

- Exam, lenses, and frames available every 12 months
- Computer vision glasses available, subject to eligibility

Life Insurance: \$50,000 Term Life

Health Flexible Spending Accounts:

- Employee may contribute up to \$2,550 annually, on a pre-tax basis, to the Flexible Spending Account (FSA)
- Employee may contribute up to \$5,000 annually, on a pre-tax basis, to the Dependent Care Assistance Program (DECAP)

Retirement Plan: California State Public Employees' Retirement System (CalPERS). Up to 4 years of military service credits available at employee's expense. CalPERS will have final determination of Classic vs. PEPR membership.

PEPRA Safety Member	2.7% @ 57
Employee Cost	10%
Final Compensation	Three Year Average

Classic Safety Member	3% @ 50
Employee Cost	9%
Final compensation	Single Highest Year
<small>(hired prior to 11/5/11)</small>	

Classic Safety Member	3% @ 55
Employee Cost	9%
Final compensation	Three Year Average
<small>(hired between 11/5/11-12/31/12)</small>	

Misc. PEPRA Member	2% @ 62
Employee Share of Cost	6.25%
Final Compensation	Three Year Average
<small>(1/2 of normal cost as determined by CalPERS)</small>	

Misc. Classic Member	2% @ 55
Employee Share of Cost	7%
Final compensation	Single Highest Year

Social Security for Safety Employees: No

Social Security for Non-Safety Employees: Yes*

MediCare: Yes

Disability: County paid UNUM Disability Insurance

Deferred Compensation 457(b) Plan: Yes

PLEASE NOTE: The information listed above is intended to provide a general summary of benefits available to Monterey County employees and is not legally binding. The benefits to which an individual is entitled vary depending on bargaining unit. Contact the Central Benefits Division at 831-755-5804 for additional information.

*Water Resource Agency (WRA) employees if hired after or opted in prior to 01/01/2011.