

SIGN-ON BONUS AGREEMENT FOR DEPUTY DISTRICT ATTORNEY I/II/III

This Sign-On Bonus Agreement (“Agreement”) is made between the COUNTY OF SHASTA (“County”), acting through the Shasta County District Attorney’s Office, and [insert name of employee] (“Employee”), in accordance with the Memorandum of Understanding between the County and the United Public Employees of California – Professional Unit (“UPEC Professional MOU”).

WHEREAS Employee begins employment as a first-time newly hired employee to the County in the Shasta County District Attorney’s Office (“DA’s Office”) as a Deputy District Attorney I/II/III (DDA) who meets the County requirements of that job position;

WHEREAS the County wishes to bestow upon Employee a sign-on bonus (“Sign-on Bonus”) as an incentive for Employee to accept employment at County and remain satisfactorily employed in the DA’s Office as a DDA for least three full years;

WHEREFORE, County and Employee agree to the following terms:

1. County, acting through the DA’s Office, agrees to bestow upon Employee the amount of \$15,000.00 as a Sign-on Bonus following Employee’s acceptance of the County’s offer of employment and execution of this Agreement. This amount shall be paid directly to the Employee on the Employee’s paycheck as follows:

- 50% (\$7,500.00) paid in the Employee’s first payroll check upon hire; and
- 50% (\$7,500.00) paid in the Employee’s payroll check for the first full pay period following successful completion of their initial probationary period.

2. County will apply all required federal and state tax deductions and will report all payments made under this Agreement as required by federal and state law. Taxes shall be withheld as bonus earnings from the Sign-on Bonus and reported to the Internal Revenue Service as income on the Employee’s Form W-2. The Sign-on Bonus is not considered “salary” and shall not be included for purposes of retirement benefit calculations or salary increases.

3. County will adhere to all relevant County and DA’s Office policies during the hiring process and in making bonus payments to Employee.

4. As a condition of accepting the Sign-on Bonus provided in Section 1 of this Agreement, Employee agrees to remain employed with the DA’s Office as a DDA or other full-time attorney job position within the DA’s Office, on a regular and full-time basis for at least three full years beginning on [insert hire date] and ending on [insert date 3 years from date of hire]. Should Employee voluntarily fail to remain employed as a DDA or other full-time attorney job position within the DA’s Office before the above-referenced ending date, Employee shall repay a prorated amount of the Sign-on Bonus as provided for in the provisions of this Agreement.

5. Employee’s voluntary failure to remain employed as a DDA or other full-time attorney job position within the DA’s Office for three years, will trigger Employee’s duty to repay, pro-rata, the amount of the Sign-on Bonus paid by the DA’s Office pursuant to Section 1 of this Agreement. (This amount may

be more than the Employee received due to tax or other withholdings.) For example, if Employee leaves one year prior to the end date, he or she will repay 12/36 of such amount. To facilitate this repayment, Employee hereby expressly authorizes the County to withhold all amounts so due as repayment under this Agreement from any sum payable to Employee by the County to the extent permitted and not otherwise prohibited by the Fair Labor Standards Act, the California minimum wage law, and all other applicable laws. Employee also agrees that any tax consequences borne as a result of the repayment of the Sign-on Bonus or any portion thereof will be the sole and exclusive responsibility of Employee.

6. To the extent permitted by law, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements, including attorneys' fees, incurred in enforcing this Agreement, as well as any interest allowed at the legal rate on the amount owed

7. Any period of time in excess of 14 consecutive days that the Employee is unable or unwilling to work, is taken off work, or is placed on a leave of absence while still employed during the period that this Agreement is effective shall automatically extend the ending date referenced in Section 4 of this Agreement.

8. Employee understands that all terms and conditions of employment remain unchanged by this agreement, and that this agreement in no way guarantees Employee any right to continued employment. Employee understands that as a DA's Office employee, Employee is bound by all County rules and procedures, UPEC Professional MOU and DA's Office Policy and Procedures that relate to DDA personnel, which are in effect during employment with the County. Employee also understands that retirement and other benefits Employee may be eligible for will be determined by any such policies and applicable MOUs, in addition to any applicable legal statutes or ordinances, that are in effect at the time Employee becomes eligible for such benefits. Employee recognizes that this agreement has no effect on the authority of the District Attorney to invoke disciplinary actions against the Employee.

9. Employee acknowledges having had at least seven (7) days to examine this Agreement and having been advised by DA's Office personnel to consult with an advisor or attorney prior to entering into this Agreement.

///

///

///

///

///

///

///

///

///

///

10. If any part of this Agreement is found to be invalid or unenforceable, the other parts shall remain valid and enforceable and Employee agrees, represents, and warrants that he/she will be held to any applicable repayment of the Sign-on Bonus.

BY SIGNING BELOW, Employee certifies not accepting any financial incentive for accepting employment at County, other than as described in this Agreement.

IN WITNESS THEREOF:

| | |
|-------------------------------------|-------|
| _____ | _____ |
| [insert Employee name] | Date |
| | |
| _____ | _____ |
| District Attorney, County of Shasta | Date |
| | |
| _____ | _____ |
| Director of Support Services | Date |
| | |
| _____ | _____ |
| County Executive Officer | Date |