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## Agenda: Children and Families Commission 01-2014

735 East Carnegie Drive, Suite 150, San Bernardino, California 92408

**Meeting date, time, and place**     January, 8, 2014  
 3:30 p.m.  
 San Bernardino County Government Center  
 Covington Chambers  
 385 North Arrowhead Avenue  
 San Bernardino, CA 92415

**Pledge of Allegiance**                     Chair or designee will lead the Pledge of Allegiance

**Conflict of Interest Disclosure**        Commission members shall review agenda item contractors, subcontractors, and agents, which may require member abstentions due to conflict of interest and financial interests.

A Commission member with conflicts of interests shall state their conflict under the appropriate item. A Commission member may not participate in or influence the decision on a contract for which their abstention has been recorded.

**Report**                                         Advisory Committee Report by Margaret Hill, Chair

**Report**                                         Executive Director's Report by Karen E. Scott

**Consent Item**                                The following consent items are expected to be routine and non-controversial and will be acted upon by the Commission at one time unless any Commissioner directs that an item be removed from the Consent Agenda for discussion.

Item No.	CONSENT ITEMS
1	Approve minutes of November 6, 2013 Commission Meeting (Presenter: Ann M. Calkins, Executive Assistant, 252-4252)
2	Approve employment contract between the County of San Bernardino, Children and Families Commission, and Jeffrey Pontius, Staff Analyst II, for an annual cost of \$80,793 (\$59,758 Salary, \$21,035 Benefits), effective January 25, 2014. (Presenter: Karen E. Scott, Executive Director, 252-4252)

*The agenda and supporting documents are available for review during regular business hours at First 5 San Bernardino, 735 East Carnegie Drive, Suite 150, San Bernardino, California 92408.*

*Interpreters for hearing impaired and Spanish speaking individuals will be made available with forty-eight hours notice. Please call Commission staff (909) 386-7706 to request the service. This location is handicapped accessible.*



## Minutes: Children and Families Commission Meeting

735 East Carnegie Drive, Suite 150, San Bernardino, California 92408

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**Meeting Date, Time and Location** November 6, 2013  
3:30 p.m.  
Vice-Chair Ohikhuare called the meeting to order at 3:30 p.m.  
County Government Center  
Covington Chambers  
385 North Arrowhead Avenue  
San Bernardino, CA 92415

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**Pledge of Allegiance** The Pledge of Allegiance was led by Vice-Chair Ohikhuare

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**Conflict of Interest Disclosure** Commission members shall review agenda item contractors, subcontractors, and agents, which may require member abstentions due to conflict of interest and financial interests.

A Commission member with conflicts of interests shall state their conflict under the appropriate item. A Commission member may not participate in or influence the decision on a contract for which their abstention has been recorded.

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**Attendees**

**Commissioners Present**

- Mark Daniels
- Leslie Egge
- Margaret Hill
- Maxwell Ohikhuare, M.D.
- James Ramos
- Elliot Weinstein, M.D.

**Staff Present**

- Karen E. Scott, Executive Director
- Cindy Faulkner, Operations Manager
- Ann M. Calkins, Executive Assistant
- Debora Dickerson-Sims, Administrative Supervisor II
- Staci Scranton, Supervising Office Assistant
- Mary Jaquish, Supervisor
- Scott McGrath, Supervisor
- William Kariuki, Staff Analyst II
- Bobbi Albano, Staff Analyst II
- Delia Barreto, Staff Analyst II
- Jeff Faulkerson, Staff Analyst II

- Willmar Gultom, Accountant II
- James Kim, Accountant II
- Ruth Ann Martinez, Staff Analyst II
- Pattie McGinty-Hagedorn, Staff Analyst II
- Ronnie Robinson, Staff Analyst II
- Walid Wahba, Accountant II
- Amanda Ferguson, Staff Analyst II
- Cindy Peterson, Office Assistant II
- Ofelia Pettengill, Office Assistant II
- Leslie Fountain, Media Specialist II
- Chrystina Smith-Rasshan, Staff Analyst II

**Election of  
Advisory  
Committee  
Chair**

A motion was made by Commissioner Egge and seconded by Commissioner Daniels to elect Margaret Hill as Advisory Committee Chair.

With Chair Haugan absent and without further comment or objection, motion carried.

**Report –  
Karen E. Scott  
Executive  
Director**

**State of First 5 Address**

Thank you all for joining us today in our Anniversary/Birthday celebration. I do want to point out that this event replaces our annual State of First 5 Address typically held in January each year. We hope to have an Open House at our new location sometime early in the new year.

**Relocation Update**

Things are moving along well. Site is beautiful. We are set to begin transitioning over to the 735 Carnegie Drive site on 11/18/2013 and be complete by November 27th.

**Furniture**

The Commission has used office furniture and miscellaneous supplies that are available for donation to non-profit, government, faith-based and school organizations. Photos of available items are posted on the First 5 website. First priority for the items will be given to the Commission's contracted agencies. These items will be offered on an "as is" and "first come, first served" basis. "Takers" must arrange to move the items, provide their own labor, own tools and moving equipment. Recipients of the used furniture will be signing a release of liability, as the Commission will not be liable for any injuries incurred by their laborers.

**November is Child Literacy Month**

This month's report includes information about recent events as well as tips and resources for parents.

**Appreciation**

I would like to extend my sincere appreciation to all of the First 5 staff that contributed to today's program, celebrating the 15th year anniversary of the passage of Prop 10. Special kudos to Leslie Fountain, our media specialist, for her tireless hours creating our anniversary report; Jeffrey Pontius, soon to be Staff Analyst II, for his research and data collection work to compile the report; and my Leadership Team - Cindy Faulkner, Mary Jaquish, Scott McGrath, Debora Sims, Stacy Scranton and Ann Calkins.

**Consent**                    A motion was made by Commissioner Ramos and seconded by Commissioner Hill to approve the Consent Items. With Chair Haugan absent and without further comment or objection, motion carried.

Item No.	CONSENT ITEMS
1	Approve minutes of October 23, 2013 Commission Meeting. (Affected Districts: All) (Presenter: Ann M. Calkins, Executive Assistant, 387-1502)
2	Approve Commission Meeting Schedule for 2014 (Presenter: Ann M. Calkins, Executive Assistant, 387-1502)

Item No.	DISCUSSION ITEMS
3	<p>Approve a non-financial MOU with Preschool Services Department for the Commission to provide literacy, math skills, and social-emotional development skills for eligible preschool children ages 2-5, through the use of AmeriCorps members for the period of November 6, 2013 through August 31, 2016. (Presenter: Mary Alvarez, Staff Analyst II, 387-1508)</p> <p><b><u>Discussion</u></b> None.</p> <p><b><u>Public Comment</u></b> Diana Alexander, Preschool Director thanked the commission for approving this item. Without the services of First 5 San Bernardino, Preschool Services would not be as great a department as it is.</p> <p>A motion was made by Commissioner Egge and seconded by Commissioner Daniels to approve Agenda Item 3. With Chair Haugan’s absence and without further comment or objection, motion carried.</p>

**Public Comment**        None

**Special Presentation**                    First 5 San Bernardino 15-Year Anniversary Program

Guest Speakers: John Michaelson, Supervisor Josie Gonzales, Kent Paxton, Dr. Guillermo Valenzuela

**Commissioner Roundtable**                    None

**Adjournment**                    A motion was made by Commissioner Weinstein and seconded by Commissioner Egge to adjourn the meeting. With Chair Haugan absent and without further comment or objection, meeting adjourned at 5:08 p.m.

**Next Commission Meeting**

January 8, 2014 – 3:30 p.m.  
County of San Bernardino Government Center, Covington Chambers  
385 North Arrowhead Avenue, San Bernardino, CA 92415

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**Attest**

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Vice-Chair Maxwell Ohikhuare

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Ann M. Calkins, Commission Secretary

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**AGENDA ITEM 2  
JANUARY 8, 2014**

<b>Subject</b>	Employment Contract, Jeffrey Pontius, Staff Analyst II
<b>Recommendations</b>	Approve employment contract between the County of San Bernardino, Children and Families Commission, and Jeffrey Pontius, Staff Analyst II, for an annual cost of \$80,793 (\$59,758 Salary, \$21,035 Benefits), effective January 25, 2014. (Presenter: Karen E. Scott, Executive Director, 252-4252)
<b>Background Information</b>	<p>Approval of this item will allow the Commission to fill the Staffing Analyst II position to meet its staffing needs. The contract will be effective January 25, 2014, remain in effect for one year, and automatically renew for one-year periods subject to termination provisions of the contract. The contract can be terminated by either party without cause upon 14 days written notice to the other party. The Staff Analyst II position oversees and monitors direct service contracts with contracted agencies; conducts procurements, contract negotiations, and compliance reviews; prepares reports on the performance of the Commission's program efforts; and serves as a subject matter resource for child health, development, and community engagement.</p> <p>The California Children and Families First Commission uses California's tax on cigarettes and tobacco products to provide services for the State's youngest residents and their families. The San Bernardino County Commission collaborates with the community and child serving agencies to fulfill their mission of promoting, supporting, and enhancing the health and early development of children prenatal through age five and their families.</p> <p>Under a Board of Supervisor (Board) approved agreement, the County and the Commission maintain a cooperative working relationship to effectively and efficiently implement the Commission's mission. The terms and conditions of the agreement require Human Services to provide the Commission with support for the administration of staff benefits, review and act on Board agenda items and personnel-related issues, and provide employment contract administration services. The Commission reimburses the County for the cost of these services.</p> <p>On October 11, 2013, at the request of the Commission, Human Resources provided a certification list of ten qualified Staff Analyst II applicants. The Operations Manager, Research/Evaluation Supervisor, and a Research Assistant from the Commission's evaluation consultant conducted interviews on October 29, 2013. Based on the interviews and references, Mr. Pontius was offered the position contingent upon Commission and Board approval.</p> <p>Mr. Pontius has served the Commission for ten years, as a Staff Aid and Staff Analyst I. He has extensive experience in evaluation, research, contract performance analysis, budget preparation, and database management. Based on his experience, the Commission recommends Mr. Pontius begin employment at the rate of \$28.73 per hour.</p>
<b>Financial Impact</b>	This item has no impact on Discretionary General Funding (Net County Cost). The total annual cost of \$80,793 is fully reimbursed by the Children and Families Commission's (Commission) Trust Fund. Adequate appropriation and revenue have been included in the Commission's 2013-14 budget and will be included in future budgets.

**Review**

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This item has been reviewed by Human Resources (Mark DeBoer, Employee Relations Chief, 387-5564) on December 2, 2013; Human Services Contracts (Regina Dalton, Acting Contracts Manager, 388-2041) on December 12, 2013; the Office of County Counsel (Kenneth C. Hardy, Deputy County Counsel, 387-5455) on December 2, 2013.

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<b>Report on Action as taken</b>
<b>Action:</b>
<b>Moved:</b> _____ <b>Second:</b> _____
<b>In Favor:</b>
<b>Opposed:</b>
<b>Abstained:</b>
<b>Comments:</b> _____
<b>Witnessed:</b>



**FOR COUNTY USE ONLY**

County of San Bernardino  
**F A S**  
**STANDARD CONTRACT**

<input checked="" type="checkbox"/> New	FAS Vendor Code		<b>SC</b>	Dept. 903	<b>A</b>	Contract Number	
<input type="checkbox"/> Change	ePro Vendor Number n/a		ePro Contract Number n/a				
<input type="checkbox"/> Cancel	County Department Human Services		Dept. 903	Orgn. ADMI	Contractor's License No.		
County Department Contract Representative Sal Curasi		Telephone (909) 388-0202		Total Contract Amount \$28.73/hour			
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:				EMPLOYMENT CONTRACT			
Commodity Code		Contract Start Date January 25, 2014	Contract End Date	Original Amount \$28.73/hour	Amendment Amount		
Fund RRC	Dept. 903	Organization PROG	Appr. 100	Obj/Rev Source 1010	GRC/PROJ/JOB No.	Amount \$28.73/hour	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$	
Project Name Children and Families Commission Staff Analyst II			Estimated Payment Total by Fiscal Year				
			FY	Amount	I/D	FY	Amount
			_____	_____	_____	_____	_____
			_____	_____	_____	_____	_____

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name Jeffrey Pontius hereinafter called Contractor

Address \_\_\_\_\_  
Address on file \_\_\_\_\_

Telephone \_\_\_\_\_ Federal ID No. or Social Security No. \_\_\_\_\_  
( ) - \_\_\_\_\_

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, County desires to obtain the services of Contractor on the terms and conditions set forth in this Contract; and

**WHEREAS**, Contractor has the skills and knowledge necessary to provide services for the County;

**NOW, THEREFORE**, in consideration of mutual covenants and conditions, the parties agree as follows:

**Auditor-Controller/Treasurer Tax Collector Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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## I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a Staff Analyst II with the Children and Families Commission (Commission). Contractor shall work cooperatively with the staff of the Commission under the direction of the Operations Manager, performing a broad range of responsibilities including, but not limited to, the following:

- A. Plan, coordinate, and complete program activities directly supporting the program's purpose and mission, in accordance with the strategic plan and Commission guidance.
  - B. Exercise sound judgment in problem solving and decision making; provide recommendations for program improvements and enhancements.
  - C. Serve as principal contact to assigned contracted service agencies; conduct procurements, contract negotiations and preparations, program performance and compliance monitoring; provide technical assistance; serve as program's representative for designated geographic area(s).
  - D. Serve as technical assistant and subject matter resource for child health, child development, family functioning, system integration, community engagement, and/or related areas; provide, either directly or through other resources, information and assistance about subject area; participate in projects related to subject area as representative of the program.
  - E. Either independently or as a member of staff team, conduct procurements, contract/agreement negotiations and preparations, and administrative performance and compliance reviews; verify and report on adherence to internal and mandated policies and procedures relating to contracted service agencies and program performance; monitor and report on the timely completion of contract and program requirements.
  - F. Participate in the development and implementation of goals, objectives, and strategies for engaging the community; develop and sustain effective relationships with community-based organizations, public agencies, community leaders, and other Commission stakeholders.
  - G. Provide input and support in the dissemination of news and information to the press, radio, television, and the Internet through written releases, personal interviews, and press conferences; act as liaison between the Commission and media.
  - H. Prepare written and oral reports on performance and results of Commission program efforts; ensure timely distribution of information to Commission management, Commissioners, and the community.
  - I. Represent Commission at various governmental and community meetings.
  - J. Provide presentations on program and services provided; explain program goals and objectives on an individual or group basis for informational and/or coordination purposes.
  - K. Assist in the promotion of partnership meetings within service areas to provide for the mutual gathering and sharing of information, strategic planning, community asset and needs assessments, collaboration, leveraging of resources, program enhancements, and joint operations.
  - L. Resolve issues and problems, and facilitate appropriate solutions, either directly or in coordination with other agencies.
  - M. Conduct negotiations; prepare contracts, memorandums of understanding, and other agreements to provide required services; prepare amendments; coordinate reviews and approvals.
  - N. Develop contract monitoring procedures and forms; conduct monitoring of contracts and other agreements for compliance with contract provisions; conduct site visits; monitor actual program performance in relation to projected performance to ensure that program objectives are met; develop and monitor implementation of corrective actions as required.
  - O. Assist contracted agencies in developing evaluation methodologies, including tools, to measure outcomes.
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- P. Analyze program, participants, and other information; prepare reports, briefings, summaries, documents, agenda items, and correspondence in a complete, concise, and accurate manner; present reports and briefings in both written and verbal manner to the Commission and the public at large.
- Q. Prepare and maintain records, files, and data, both electronically and non-electronically.
- R. Organize, coordinate, and complete assigned special projects.
- S. Provide program related status and other informative reports to management and appropriate staff and agencies in a timely and accurate manner.
- T. May supervise a small staff; assign and evaluate their work.
- U. Perform other special projects and duties as assigned.
- V. Provide vacation coverage and temporary relief as required.
- W. Travel throughout the County and State as required.

## **II. CONFLICT OF INTEREST**

As a condition of employment, Contractor does hereby agree to follow and uphold the Conflict of Interest policy of the County's Personnel Rules as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal, as distinguished from financial interest, includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment; providing such acts do not constitute a conflict of interest as defined herein. Contractor is also subject to the provision of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to County employment.

## **III. TERM**

This Contract shall be effective January 25, 2014, remain in effect for one year and automatically renew for one-year periods, subject to the termination provisions of this Paragraph. Notwithstanding the foregoing, either party may terminate this Contract at any time without cause with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the County or the Commission. Contractor shall serve at the pleasure of the County and the Executive Director, or his/her designee, who shall have the full authority and discretion to exercise County rights under this Paragraph.

## **IV. COMPENSATION OF CONTRACTOR**

Upon the effective date of this Contract, Contractor shall be considered a Contract employee in the County's Unclassified Service. Contractor shall only receive the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to Contractor for the services required hereunder. This Contract supersedes any prior Contract of Contractor.

### **A. SALARY RATE**

Contractor shall be compensated for services at a rate of \$28.73 per hour. Contractor shall be evaluated and will be eligible to receive an approximate 2.5% step increase after 2,080 service hours upon approval of the appointing authority. Thereafter, Contractor shall be eligible to receive an approximate 2.5% step advancement on the first day of the pay period following the pay period in which the employee completes 2,080 service hours, up to a maximum of \$33.28 per hour, based

on a meets standards work performance evaluation. Contractor does not gain probationary or regular status during the term of this Contract. Payment for services shall be made bi-weekly during the term specified in Section III of this contract.

B. OVERTIME

Overtime is defined as all hours actually worked in excess of forty (40) hours per work week. If Contractor is authorized by Executive Director or designee, to work overtime, Contractor shall be eligible to receive Overtime compensation at one and one half (1 ½) times the Contractor's regular rate of pay.

In lieu of cash payment, upon request of the Contractor and approval of the appointing authority, Contractor may accrue compensating time off at premium hours. Cash payment at the Contractor's base rate of pay shall automatically be paid for any compensating time, which exceeds eighty (80) hours, or for any hours on record immediately prior to termination of Contract.

C. LEAVE PROVISIONS

Contractor shall receive, or be subject to, the following Leave Provisions in the same manner and amount as employees in the Administrative Services Unit: Bereavement, Blood Donation, Compulsory, Holiday, Jury Duty, Sick, and Vacation.

Refer to Item N in this section for processing of leave balances upon termination of Contract.

D. BENEFIT PLAN

Contractor must enroll in a health and dental plan offered by the County, unless enrolled in a comparable group health plan. If eligible, Contractor shall receive the Medical Premium Subsidy (MPS) to offset the cost of health plan premiums charged to Contractor. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employee's Retirement Association. The applicable MPS shall be paid directly to the provider of the County-sponsored health plan in which the eligible employee has enrolled. In no case shall the MPS exceed the total cost of the health insurance premium for the coverage selected (e.g., when the MPS amounts exceed the lowest HMO cost). Contractor shall receive the following MPS amounts, as applicable: up to \$182.58 for the lowest cost HMO (currently Blue Shield) or up to \$228.54 for the PPO or the highest cost HMO (currently Kaiser Permanente) for "employee only" coverage; up to \$302.80 for "employee +1" coverage; or up to \$427.84 for "employee +2" coverage.

If Contractor is currently an "opt-out" or "waive" from the County-sponsored health plans immediately prior to the effective date of this Contract, Contractor will continue to receive the same dollar amount. However, if Contractor subsequently enrolls in a County sponsored health plan and at a later date elects to opt out or waive, Contractor will receive \$40 per pay period.

If eligible, Contractor shall receive a Dental Premium Subsidy (DPS) in an amount up to \$9.46 per pay period. The applicable DPS amount shall be paid directly to the provider of the County sponsored dental plan in which the eligible employee has enrolled. In no case shall the DPS exceed the total cost of the dental insurance premium for the coverage selected (e.g., when the DPS amounts exceed the dental plan cost).

To be eligible for the MPS and DPS, Contractor must be scheduled for a minimum of forty (40) hours per pay period and have received pay for at least one-half plus one hour of scheduled hours in a pay period.

Contractor shall not receive Benefit Plan contributions if Contractor chooses to "opt-out" or "waive" from the County sponsored health plans.

Subject to carrier requirements, the County shall pay the premiums for vision care insurance for Contractor (employee-only coverage) if Contractor is scheduled and receives pay for at least forty-one (41) hours per pay period.

E. LIFE INSURANCE

The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as Administrative Services Unit employees. County paid life insurance will become effective and continue for each pay period in which the Contractor is paid for one half plus one of Contractor's scheduled hours. For pay periods in which Contractor does not meet the paid hours requirement, Contractor shall have the option of continuing life insurance coverage at Contractor's expense.

Contractor shall be eligible to purchase Accidental Death and Dismemberment Insurance coverage and additional supplemental term life insurance in the same manner and amount as offered by the County to employees in the Administrative Services Unit.

F. EXPENSE REIMBURSEMENT

Contractor shall be eligible for expense reimbursement in the same manner and amount as employees in the Administrative Services Unit.

G. RETIREMENT PLAN

Contractor shall participate in the County's general employee retirement system during the term of this Contract. Contractor shall pay the required employee contribution for the term of the Contract. Contractor's participation in the general retirement system shall be in accordance with the applicable terms of the California Public Employees' Pension Reform Act of 2013 (Gov't Code section 7522 et seq.).

H. RETIREMENT MEDICAL TRUST ("Trust")

Upon termination of this Contract, Contractor shall be eligible to convert the cash value of unused Sick Leave to the Trust in the same manner and amount as employees in the Administrative Services Unit, provided the Contractor meets the eligibility requirements (e.g., years of service, etc.) for participation. Contractor shall not receive County contributions to the Trust.

Please see Item N in this section for processing of unused Sick Leave balances upon termination of this Contract.

I. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 457(b) Salary Savings Plan per the plan document. Contractor shall not receive County match contributions with respect to participation in such plan.

J. DEPENDANT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAL EXPENSE REIMBURSEMENT

Contractor shall be eligible to participate in the County's DCAP and FSA Plans per the plan documents. Contractor shall not receive any County match contributions with respect to participation in either plan.

K. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law when eligible (e.g., FMLA, Military Leave, Time Off for Voting, and Medicare). Where the County provides a greater benefit than is required by law, Contractor shall only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.

L. SHORT TERM DISABILITY

Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as offered to employees in the Administrative Services Unit.

M. SERVICE AND EFFECT ON BENEFITS

Contractor was a County Contract employee immediately prior to entering into this Contract, without separation from County employment. Execution of this Contract shall not result in separation in County employment for purposes of determining eligibility for and level of benefits including, but not limited to health benefits, leave accrual rates, and retirement benefits. Thus Contractor's rate for leave accruals is based on the start date of the period of continuous County employment that is extended by this Contract. Contractor shall maintain and carry forward Holiday, Vacation, other paid leave, and Sick Leave balances. Contractor's retirement contribution rate is based on the date Contractor began participation in the County's general employee retirement system.

N. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused Vacation and Holiday Leave at the then base rate of pay. Contractor will be eligible to convert the cash value of unused Sick Leave to the Retirement Medical Trust Fund in the same manner and amount as employees in the Administrative Services Unit, if eligibility requirements are met. If the eligibility requirements are not met at the time of separation, all unused Sick Leave shall be forfeited.

Contractor to Regular County Employment

In the event this Contract is terminated because Contractor is appointed to a regular position, without a separation from County employment, the Contractor shall be provided a new date of hire (i.e., Regular Hire Date). Eligibility for benefits including, but not limited to, retirement system contributions, health benefits, and leave accrual rates shall be based upon the provisions of the applicable Memorandum of Understanding (MOU) or ordinance in effect at the time Contractor is appointed to a regular County position. Seniority, for purposes of layoff, shall be determined by the most recent Regular Hire Date or as otherwise provided in the applicable MOU.

At the sole discretion of the appointing authority of the County department or office in which appointment to the regular position is made, unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position hired into. Any leave balances not authorized to be carried over shall be distributed as outlined in "Contractor Separated from County Service" above.

Contractor to New Contract Position

In the event the Contractor accepts another Contract position with the County without a break in service, at the sole discretion of the appointing authority of the County department or office in which appointment to the Contract position is made, unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position hired into. Any leave balances not authorized to be carried over shall be distributed as outlined in "Contractor Separated from County Service" above.

V. **GENERAL PROVISIONS RELATING TO CONTRACTOR**

A. TOUR OF DUTY

Contractor's standard tour of duty (regularly scheduled work week) shall be established by the Executive Director, or his/her designee. The Executive Director, or his/her designee, may modify or change the number of hours in a standard day, tour of duty or shift to meet the needs of the service. Contractor shall not work more than 40 hours per work week without prior approval from the Executive Director, or his/her designee.

B. CLASSIFICATION

Contractor will not attain regular status in this position, and as an unclassified Contract employee, will not be provided those rights under the San Bernardino County Personnel Rules afforded only to employees who have attained regular status. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU. Contractor shall adhere to the County's and Department's standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

C. WORKERS' COMPENSATION AND LIABILITY COVERAGES

Contractor shall be covered by the County's Workers' Compensation insurance coverage during the hours actually worked under this Contract. Contractor shall be covered by the County's Public Liability Insurance only while performing services under this Contract. Contractor shall only receive those benefits as required by law.

D. USE OF VEHICLE

If the services to be performed under this Contract require Contractor to drive a vehicle, Contractor must possess a valid California driver's license at all times during the performance of duties under this Contract. The County may require Contractor to use a County vehicle.

Contractor agrees to allow County to obtain a Department of Motor Vehicles report of Contractor's driving record.

In order for Contractor to be able to use a private vehicle during the performance of this Contract, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

1. Fifteen thousand dollars (\$15,000) for single injury or death;
2. Thirty thousand dollars (\$30,000) for multiple injury or death;
3. Five thousand dollars (\$5,000) for property damage.

Failure to comply with the requirements of this Paragraph shall be deemed cause for termination of this Contract, pursuant to Section III.

E. EVIDENCE OF ELIGIBILITY TO WORK

Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this Contract. Contractor shall submit to a pre-employment background check, including a medical examination through the County's Center for Employee Health and Wellness. This provision is satisfied if Contractor is a current employee or Contractor who previously met the requirement of this provision.

F. DIRECT DEPOSIT

Contractor must make arrangements for the direct deposit of paychecks into the financial institution of his choice via electronic fund transfer. Inability or failure by Contractor to make such arrangements will result in the County paying Contractor via pay card.

G. MISCELLANEOUS

Government Code section 53243.2 requires the following provision be included in this Contract: If this Contract is terminated, any cash settlement related to the termination that Contractor may receive from the County shall be fully reimbursed to the County if Contractor is convicted of a crime involving an abuse of his or her office or position, as defined in Section 53243.4.

**VI. REIMBURSEMENT AND INDEMNIFICATION**

- A. The Commission agrees to reimburse the County for total compensation cost of the employee.
- B. The Commission shall indemnify, defend, and hold harmless the County, its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the County's provision of the contracted personnel to the Commission.

**VII. CONCLUSION**

This Contract, consisting of nine (9) pages, is the full and complete document describing services regarding the Contractor's rights and obligations of the parties, including all covenants, conditions and benefits.

COUNTY OF SAN BERNARDINO

►  
 \_\_\_\_\_  
 Janice Rutherford, Chair, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

Laura H. Welch  
 Clerk of the Board of Supervisors  
 of the County of San Bernardino.

By: \_\_\_\_\_  
*Deputy*

\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

By ►  
 \_\_\_\_\_  
*(Authorized signature – sign in blue ink)*

Name Jeffrey Pontius  
 \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title: Staff Analyst II  
 \_\_\_\_\_  
*(Print or Type)*

Dated: \_\_\_\_\_

Address: Address on file  
 \_\_\_\_\_

Approved as to Legal Form  
 ►  
 \_\_\_\_\_  
 Kenneth C. Hardy, Deputy County Counsel  
 Date \_\_\_\_\_

Reviewed by Contract Compliance  
 ►  
 \_\_\_\_\_  
 Regina Dalton, HS Contracts Unit  
 Date \_\_\_\_\_

Presented to BOS for Signature  
 ►  
 \_\_\_\_\_  
 Linda Haugan, Assistant Executive Officer for Human Services  
 Date \_\_\_\_\_



**AGENDA ITEM 3  
JANUARY 8, 2014**

<b>Subject</b>	Selection of Chair and Vice-Chair
<b>Recommendations</b>	Select Chair and Vice-Chair for the Children and Families Commission of San Bernardino County. (Presenter: Karen E. Scott, Executive Director, 252-4252)
<b>Background Information</b>	<p>Under the Children and Families Commission San Bernardino County bylaws, the Commission established Article V "Officers and Duties". This section discusses the designation and selection of Chair and Vice Chair and the duties of the Officers.</p> <p>Article V, Section 2 of the Children and Families Commission for San Bernardino County Bylaws states: <i>"The Chair and Vice-Chair of the Commission shall be elected by the voting members of the Commission. The terms of all such officers shall be one year, commencing upon the adjournment of the meeting at which they are elected. All officers shall hold office until their successors are duly elected."</i></p> <p>Upon Commission approval, the selection of Chair and Vice Chair will be conducted at this time.</p>
<b>Financial Impact</b>	None
<b>Review</b>	Regina Coleman, Commission Counsel

<b>Report on Action as taken</b>
<b>Action:</b>
<b>Moved:</b> _____ <b>Second:</b> _____
<b>In Favor:</b>
<b>Opposed:</b>
<b>Abstained:</b>
<b>Comments:</b> _____
<b>Witnessed:</b>



**AGENDA ITEM 4  
JANUARY 8, 2014**

<b>Subject</b>	Local Evaluation Report for 2012-2013
<b>Recommendations</b>	Receive information on Local Evaluation Report for 2012-2013 (Presenter: Scott McGrath, Supervisor, 252-4259)
<b>Background Information</b>	<p>The 2012-2013 Evaluation report was prepared by Harder+Company, who has worked with over 30 First 5 county commissions since 1999 and has served as the external evaluator for First 5 San Bernardino since 2004. Over the years, Harder+Company has worked closely with First 5 San Bernardino staff and its funded agencies to collect, assess and measure data for program improvement and strategic decision-making. These efforts have served to tell the story of how First 5 programs and services have impacted the lives of children and families.</p> <p>The document highlights compelling data collected for the year in the First 5 San Bernardino Strategic plan focus areas of Health, Family and Education. The larger data set collected and analyzed by Harder+Company will be arranged in a separate "Data Book" intended to be used to provide more in depth information as necessary and/ or requested.</p>
<b>Financial Impact</b>	None
<b>Review</b>	Regina Coleman, Commission Counsel

<b>Report on Action as taken</b>
<b>Action:</b>
<b>Moved:</b> _____ <b>Second:</b> _____
<b>In Favor:</b>
<b>Opposed:</b>
<b>Abstained:</b>
<b>Comments:</b> _____
<b>Witnessed:</b>



**AGENDA ITEM 5  
JANUARY 8, 2014**

<b>Subject</b>	Asset Mapping Results for 2013
<b>Recommendations</b>	Receive information on Asset Mapping Results and Highlights (Presenter: Scott McGrath, Supervisor, 252-2459)
<b>Background Information</b>	<p>Through an Asset Mapping Project consisting of a community discussion about needs and assets related to social service, economic and built environments, First 5 San Bernardino visited six communities that we serve to find out what kind of assets and resources they find available. The communities “mapped” were Crestline, Big Bear, Montclair, Colton, Victorville and Needles. Some of the questions asked of the community residents during this process included the following:</p> <ul style="list-style-type: none"> <li>• What places are you most proud of?</li> <li>• Where do you feel unsafe?</li> <li>• Where do you access healthcare?</li> <li>• What resources do you wish you had in your community?</li> <li>• Where do your children play?</li> <li>• What are the physical or cost barriers to accessing services?</li> <li>• Where do you go for advice when you have questions or needs related to your children ages 0-5?</li> </ul> <p>Asset mapping can verify existing assets and barriers to accessing services as well as clarify where new resources can do the most good, building on community strengths. By engaging, parents, residents and service providers, we are able to recognize those who live and work in the communities as the experts in the strengths and needs of their communities. This project, led by Harder+Co. was conducted between March 2013 and June 2013.</p> <p>Results of this Asset Mapping project are being shared with government/leadership and service providers to help better understand the assets and needs of the communities and clients, to plan related to strategic programming and outreach, to assist in linking to other resources (network), and to have a clearer understanding of where community members obtain social support. The findings may also help the First 5 Commission in identifying strategic areas for future funding and ways to strengthen the service infrastructure within San Bernardino County.</p>
<b>Financial Impact</b>	None
<b>Review</b>	Regina Coleman, Commission Counsel

<b>Report on Action as taken</b>
<b>Action:</b>
<b>Moved:</b> _____ <b>Second:</b> _____
<b>In Favor:</b>
<b>Opposed:</b>
<b>Abstained:</b>
<b>Comments:</b> _____
<b>Witnessed:</b>