



Contract Number

SAP Number

Human Services

Department Contract Representative	<u>Chris Zamets, Contracts Analyst</u>
Telephone Number	<u>(909) 386-8302</u>
Contractor	<u>Aileen Berrospe</u>
Contractor Representative	<u>N/A</u>
Telephone Number	<u>On file</u>
Contract Term	<u>Upon December 27, 2025, through December 22, 2028</u>
Original Contract Amount	<u>Initial Hourly Rate \$21.41</u>
Amendment Amount	<u></u>
Total Contract Amount	<u></u>
Cost Center	<u>9031009900</u>
Grant Number (if applicable)	<u>N/A</u>

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

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; and

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below.

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

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
I. Duties and Responsibilities of Contractor	3
II. Conflict of Interest	3
III. Code of Conduct	3
IV. Term	3
V. Compensation of Contractor	3
VI. General Provisions Relating to Contractor	6
VII. Conclusion	8

Attachment 1 – Position Job Description

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

- A. Contractor shall be employed as a(n) Contract Community Engagement Assistant as described in the table in this Paragraph A., below, and assigned to the Children and Families Commission (CFC) staff. The term "Equivalent Unit" for each job classification is defined in the chart below.

Job Classification	Equivalent Unit Reference	Salary Grade Reference
Contract Community Engagement Assistant	Administrative	35

- B. Contractor shall perform CFC program services and other specific duties as outlined in the position job description for the job classification and incorporated herein as Attachment 1.

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 which conflicts 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 association. 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. An employee is also subject to applicable provisions of the California Government Code, including but not limited to Sections 1090, 1126, 87100, and/or any other conflict of interest Code, policy, or rule applicable to County employment.

III. CODE OF CONDUCT

As a condition of employment, Contractor does hereby agree to follow County and CFC policies, procedures, and standard practices, as well as adhere to work rules and performance standards established for their position by the appointing authority, and as established in the San Bernardino County Personnel Rules.

IV. TERM

This Contract shall be effective December 27, 2025 (Effective Date) through December 22, 2028, subject to the termination provisions of this Paragraph. The Assistant Executive Officer of Human Services is authorized to execute amendments to the Contract to extend the term of this Contract for a maximum of three (3) successive one (1) year periods.

Notwithstanding the foregoing, either party may terminate this Contract at any time without cause upon fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the County. Contractor shall serve at the pleasure of the appointing authority, who shall have the full authority and discretion to exercise County rights under this Paragraph.

V. 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 receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to Contractor for services required hereunder. This Contract supersedes any prior employment contract between County and Contractor.

A. SALARY RATE

Contractor shall be compensated for services at a rate of \$21.41 per hour and shall be assigned to step 3 within the designated salary grade 35 of the compensation plan Administrative. The salary is established for the job classification, commensurate with duties and provided below for reference.

Contractor is eligible to receive any salary adjustments, and 1040 merit step adjustments in the same manner that is provided to other Equivalent Unit employees, however, Contractor is also subject to any economic reductions imposed.

If Contractor is an existing County employee or existing Contract employee with the County and CFC immediately prior to the Effective Date of this Contract with the same classification as identified in this Contract, then for purposes of calculating the 1040 service hours merit step, upon the Effective Date of this Contract, the service hours will not reset and the existing hours will be carried over and counted.

Contractor does not gain probationary or regular status during the term of this Contract.

For the purposes of calculating service hours towards step adjustments provided by an Equivalent Unit, all hours as a County employee will be used, with no break in service.

Job Classification	Equivalent Unit Reference	Salary Grade	Compensation Plan Reference
Contract Community Engagement Assistant	Administrative	35	GU ¹

B. RATE ADJUSTMENTS

Contractor shall be eligible to receive salary adjustments, including across the board adjustments, in the same amount and at the same time as employees in the Equivalent Unit.

C. OVERTIME

If Contractor is authorized by the Executive Director, or designee, to work overtime, Contractor shall be eligible to receive overtime compensation in the same manner as employees in the Equivalent Unit.

D. PAYMENT

Contractor shall be paid biweekly for hours actually worked according to the procedures established by County's Auditor/Controller.

E. LEAVE PROVISIONS

Contractor shall be eligible for Vacation and Sick Leave on a prorated basis. Refer to Paragraph K in this Section for processing of leave balances upon termination of this Contract.

¹ Refer to the General Consolidated MOU Salary Schedule

F. EXPENSE REIMBURSEMENT

Contractor shall be eligible for expense reimbursement in the same manner and amount as employees in the Equivalent Unit for their Job Classification.

G. ACCIDENTAL DEATH AND DISMEMBERMENT

Contractor if eligible, may 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 the employees in the Equivalent Unit for their Job Classification.

H. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law when eligible (e.g., FMLA, ACA, 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.

I. RETIREMENT PLAN

Contractor shall participate in County's Part-time, Seasonal, Temporary (PST) Deferred Compensation Plan in lieu of participation in any other retirement plan, program or benefit. Contractor shall contribute 7.5% of the Contractor's biweekly gross earnings to the PST Deferred Compensation Plan. Contractor's contributions to PST Deferred Compensation Plan shall be automatically deducted from Contractor's earnings. Maximum total contribution shall be 7.5% of Contractor's maximum covered wages for Social Security purposes. Contractor shall enroll in the PST Deferred Compensation Plan on forms approved by the Human Resources Division Chief – Employee Benefits and Services.

Contractor shall continue to participate in the above plan unless or until a By-Law change occurs to the County's Retirement System that will allow Contractor to participate in the County's Retirement System, and participation will be effective the first day of the pay period immediately following the By-Law amendment.

J. SHORT-TERM AND LONG-TERM DISABILITY

Contractor may be eligible to receive the same Short-Term and Long-Term Disability insurance benefits as offered to employees in the Equivalent Unit for their Job Classification.

K. BENEFITS UPON TERMINATION

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused Vacation at the then base rate of pay consistent with the Equivalent Unit. If Sick Leave Conversion is offered to employees in the Equivalent Unit for Contractor's Job Classification, Contractor may utilize Sick Leave Conversion in the same manner and amount as employees in the Equivalent Unit for the Job Classification. If Sick Leave conversion is not offered to employees in the Equivalent Unit for Contractor's Job Classification, then 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 County position without a break in service, the Contractor shall maintain their existing hire date for the purposes of calculating benefits (Regular Hire Date). Eligibility for benefits, including, but

not limited to, retirement system contributions, longevity, health benefits, and leave accrual rates shall be based upon the provisions of the applicable 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 an 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, leave accrual rates and 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 will be distributed as outlined in "Contractor Separated from County Service" above.

VI. GENERAL PROVISIONS RELATING TO CONTRACTOR

A. TOUR OF DUTY

Contractor's standard tour of duty (regularly scheduled work week) shall be established by the Director or designee. The Director, or 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 be required to work during such hours as necessary to carry out the duties of his position, as designated by the Director, or designee, and such hours may be varied so long as the work requirements and efficient operations of the County are assured. Contractor shall not work more than thirty-eight (38) hours per pay period without prior approval from the 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 CFC'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 COVERAGE

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 General Liability Insurance only while performing services under this Contract.

D. USE OF PRIVATE VEHICLE

If the services to be performed under this Contract require Contractor to drive a vehicle, Contractor must possess a valid California Driver License at all times during the performance

of this Contract. 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 possess at Contractor's sole cost vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code.

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

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 and successfully complete a preemployment 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/contract employee who previously met the requirement of this provision.

F. DIRECT DEPOSIT

Contractor must make and maintain arrangements for the direct deposit of paychecks into the financial institution of their 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. CONFIDENTIALITY AND COMPLIANCE

Contractor agrees to keep confidential all County data, including, but not limited to, patient/consumer data, design concepts, algorithms, programs, formats, documentation, vendor proprietary information and all other original materials produced, created by or provided for the County and/or CFC. In addition, upon termination of this contract, Contractor agrees to return all confidential materials to the Director or his/her designee. As provided in Section III of this Contract, Contractor agrees to follow all County, CFC, and appointing authority policies, procedures, and standard practices, as well as the Code of Conduct. Contractor shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders.

H. 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.

VII. CONCLUSION

- A. This contract, consisting of eight (8) pages and Attachment 1, is the full and complete document describing services regarding the Contractor's rights and obligations of the parties, including all covenants, conditions and benefits.
- B. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

By ► _____
(Authorized signature - sign in blue ink)

Name Aileen Berrospe
(Print or type name of person signing contract)

Title Community Engagement Assistant
(Print or Type)

Dated: _____

Address Address on file

FOR COUNTY USE ONLY

Approved as to Legal Form

► _____
Scott Runyan, Principal Assistant County Counsel

Date _____

Reviewed for Contract Compliance

► _____
Lisa Rivas-Ordaz, Contracts Manager

Date _____

Reviewed/Approved by Department

► _____
Gilbert Ramos, Assistant Executive Officer

Date _____

Attachment 1
Position Job Description
Contract Community Engagement Assistant

Contractor shall be employed as a Contract Community Engagement Assistant with the Children and Families Commission (CFC). Contractor shall report to the CFC Deputy Director. Contractor shall perform a broad range of responsibilities.

Essential duties include, but are not limited to, the following:

- A. Assist with set-up and breakdown of community events, ensuring materials, equipment, and activity areas are organized and ready for use.
- B. Assist with packing, organizing, and transporting materials required for outreach events and activities.
- C. Staff and support the First 5 San Bernardino (F5SB) resource table, provide information, materials, and guidance to families and community members.
- D. Provide general assistance to guests, vendors, and event partners as needed.
- E. Communicate messaging for F5SB campaigns related to small children:
 - a. Child Safety
 - b. Water Safety
 - c. Early Literacy
 - d. Oral Health
- F. Youth engagement activities:
 - a. Reading with children and promoting early literacy.
 - b. Facilitating games and interactive activities.
- G. Assist with both large and small motor-skill activities.
- H. Assist with arts and crafts activities.
- I. Travel throughout the County as required.