



**Contract Number**

**SAP Number**

## Human Services

<b>Department Contract Representative</b>	<u>Maria Tucci, Contracts Analyst</u>
<b>Telephone Number</b>	<u>(909) 387-2806</u>
<b>Contractor</b>	<u>Karen Scott</u>
<b>Contractor Representative</b>	<u>N/A</u>
<b>Telephone Number</b>	<u>N/A</u>
<b>Contract Term</b>	<u>April 19, 2025 through April 14, 2028</u>
<b>Original Contract Amount</b>	<u>Initial Hourly Rate \$94.76</u>
<b>Amendment Amount</b>	<u></u>
<b>Total Contract Amount</b>	<u></u>
<b>Cost Center</b>	<u>903100990</u>
<b>Grant Number (if applicable)</b>	<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 Karen Scott, 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 .....	4
VI. General Provisions Relating to Contractor .....	7
VII. Conclusion .....	9

Attachment 1 – Position Job Description

## **I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

- A. Contractor shall be employed as an Executive Director as described in the table in this Paragraph A., below, and assigned to the Children and Families Commission (CFC) for San Bernardino County. The term "Equivalent Unit" for each job classification is defined in the chart below.

An equivalent unit is defined as a set of benefits that mirrors those provided to regular County employees in a specific bargaining unit.

Job Classification	Equivalent Unit Reference	Salary Grade Reference	Benefit Type
CFC Executive Director	Exempt	81B	EXM B

- B. Contractor shall perform program services and other specific duties as outlined in the appropriate position 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 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 April 19, 2025 through April 14, 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. The 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 \$94.76 per hour and shall be assigned to step 16 within the designated salary grade 81B of the compensation plan Exempt. 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 economic benefits (i.e. longevity pay, retention pay) and 1040 merit step adjustments in the same manner and as provided to other Equivalent Unit employees, however, Contractor is also subject to any economic reductions imposed.

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

For the purposes of calculating service hours towards various economic benefits provided by an Equivalent Unit, all hours as a County employee, with no break in service.

Job Classification	Equivalent Unit Reference	Salary Grade	Compensation Plan Reference	Benefit Type
CFC Executive Director	Exempt	81B	Exempt <sup>1</sup>	EXM B

### **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**

Contractor is in a position not covered by Fair Labor Standards Act (FLSA) and is not eligible to receive overtime compensation under the FLSA.

### **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 the same Leave Provision benefits in the same manner and amount as employees in the Equivalent Unit for their Job Classification. Refer to Item P in this Section for processing of leave balances upon termination of this Contract.

### **F. MEDICAL, DENTAL and VISION COVERAGE**

Contractor must enroll in a medical and dental plan offered by the County unless already enrolled in comparable employer sponsored group coverage.

---

<sup>1</sup> Refer to the San Bernardino County Exempt Group Working Condition Ordinance (Co. Code Section 13.0613)

If eligible, Contractor shall receive all eligible benefits, including a Medical Premium Subsidy (MPS) in the same manner as provided to other Equivalent Unit County employees to offset the cost of medical insurance premiums charged to the Contractor. The applicable MPS shall be paid directly to the provider of the County sponsored medical plan in which the eligible Contractor has enrolled. In no case shall the MPS exceed the total cost of the medical insurance premium for the coverage selected (e.g., when the MPS amounts exceed the lowest HMO cost).

Job Classification	Equivalent Unit Reference	Benefit Type
CFC Executive Director	Exempt	EXM B

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 flex dollars if Contractor chooses to “opt out” or “waive” from the County sponsored health plans.

**G. LIFE INSURANCE**

Contractor shall be eligible for the same Life Insurance benefits in the same manner and amount as employees in the Equivalent Unit for their Job Classification. The County shall pay premiums for a term life insurance policy for Contractor in the same manner and amount as employees in the as employees in the Equivalent Unit for their Job Classification. County paid life insurance will become effective and continue for each pay period in which Contractor is in paid status. For pay periods in which Contractor is not in paid status, Contractor shall have the option of continuing life insurance coverage at Contractor's expense.

**H. 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.

**I. RETIREMENT PLANS**

If Contractor is regularly scheduled for and regularly works a minimum of forty (40) hours per pay period, 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 County Employee Retirement Law of 1937, the California Public Employees' Pension Reform Act of 2013 (Gov't Code section 7522 et seq.), and the Bylaws and other requirements of the San Bernardino County Employees' Retirement Association.

If Contractor has attained the age of sixty (60) prior to employment, Contractor may waive membership, at the time of hire, in the San Bernardino County Employee's Retirement Association. If Contractor regularly works less than forty (40) hours per pay period, waives membership, or otherwise does not meet the definition of a member of the retirement system, Contractor shall instead participate in the County's PST Deferred Compensation Retirement Plan.

**J. DEFERRED COMPENSATION**

Contractor, if eligible, may participate in available deferred compensation plans in the same manner as provided to employees in the Equivalent Unit for their Job Classification, per the Plan document.

K. DEPENDENT 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 in the same manner as employees in the Equivalent Unit for their Job Classification and per the Plan documents.

L. 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.

M. SHORT-TERM AND LONG-TERM DISABILITY

Contractor shall 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.

N. OTHER BENEFITS

If eligible, Contractor may participate in all voluntary participation programs in the same manner as provided to employees in the Equivalent Unit for their Job Classification. See plan document for eligibility criteria.

O. SERVICE AND EFFECTS ON BENEFITS

If 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, Administrative Leave, 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.

P. BENEFITS UPON TERMINATION

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused Vacation, Administrative Leave, and Holiday Leave at the then base rate of pay. 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 Assistant Executive Officer of Human Services or designee. The Assistant Executive Officer of Human Services, 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 Assistant Executive Officer of Human Services, or designee, and such hours may be varied so long as the work requirements and efficient operations of the County are assured.

### **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 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. Contractor shall only receive those benefits as required by law.

### **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 data, design concepts, algorithms, programs, formats, documentation, vendor proprietary information and all other original materials produced, created by or provided for the County Department. In addition, upon termination of this contract, Contractor agrees to return all confidential materials to the Assistant Executive Officer of Human Services or his/her designee. As provided in this Contract, Contractor agrees to follow all County policies, procedures, and standard practices, as well as the Code of Conduct provided by the designated Department. 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 nine (9) 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 Karen Scott  
(Print or type name of person signing contract)

Title CFC Executive Director  
(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

► \_\_\_\_\_  
Gina King, HR Assistant Director

Date \_\_\_\_\_

Reviewed/Approved by Department

► \_\_\_\_\_

Date \_\_\_\_\_

**Position Description**  
**Children and Families Commission Executive Director**

Contractor shall be employed as an Executive Director with Children and Families Commission (CFC) to administer, coordinate, and advise to the Children and Families Commission (Commission). The CFC Executive Director will focus on the goal of providing successful outcomes for children and families, and shall perform a broad range of responsibilities, including, but not limited to, the following:

- Work directly with the Commission members to establish goals, processes, procedures and programs; prepare Commission agenda items, recommendations for action, and relevant background information.
- Prepare Commission budget for Commission adoption.
- Develop criteria for award of funds; develop methods to evaluate the effectiveness of funded programs both in terms of improved early childhood development and cost effectiveness; recommend changes to methods of program service delivery; recommend increase or termination of funding.
- Supervise staff assigned to provide administrative support to the Commission, oversee research, collection and presentation of pertinent information and data to facilitate decision making on the part of the Commission.
- Develop and maintain an ongoing communication network with State and other county commissions and local advisory committees.
- Make presentations to the Commission, elected officials, members of other commissions, community groups, and members of the public; represent the Commission at statewide meetings.
- Develop and carry out a plan for providing timely and responsive training, technical support, and consultative services for obtaining funds and completing required administrative processes.
- Plan, develop and supervise the preparation of publications, media presentations and releases, materials for meetings and conferences, and outreach materials.
- Analyze proposed and existing legislation to determine the impact on the goals and objectives of the Commission.