



Contract Number

SAP Number

Children's Network

Department Contract Representative	<u>Maria Tucci, Contracts Analyst</u>
Telephone Number	<u>(909) 387-2806</u>
Contractor	<u>Xeneida Brown</u>
Contractor Representative	<u></u>
Telephone Number	<u></u>
Contract Term	<u>July 1, 2025, through June 30, 2028</u>
Original Contract Amount	<u>Initial Hourly Rate \$30.87</u>
Amendment Amount	<u></u>
Total Contract Amount	<u></u>
Cost Center	<u>501903100</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 Xeneida Brown, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

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

WHEREAS, Contractor has the skills and knowledge necessary to provide services for the Children's Network; 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:

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Attachment I – Position Description Child Abuse Prevention Coordinator

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

- A. Contractor shall be employed as a Child Abuse Prevention Coordinator and assigned to the Children's Network program staff.
- B. Contractor shall perform Children's Network program services and other specific duties as outlined in Position Description in Attachment I, which is attached and incorporated into this Agreement by this reference.

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. Contractor also agrees to comply with all County policies, procedures, and standard practices, as well as the applicable Code of Conduct.

IV. TERM

This Contract shall be effective July 1, 2025 through June 30, 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 \$30.87 per hour. Contractor shall not exceed 40 (forty) hours per work period unless authorized pursuant to the Overtime provision of this Contract. (Paragraph B of this Section V).

Contractor shall be evaluated and will be eligible to receive merit step increases of approximately 2.5% after each completion of 1,040 service hours, up to top step of range, based on meets standards work performance evaluation. Contractor shall receive salary adjustments, including across the board adjustments, in the same amount and the same time as employees in the designated bargaining unit. Contractor does not gain probationary or regular status during the term of this Contract. Payment for services shall be made biweekly during the term specified in Section IV of this Contract.

B. OVERTIME

Overtime shall be defined as all hours worked in excess of forty (40) hours a work period. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. If Contractor is authorized by the Children's Network Officer, 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. Overtime shall be reported in increments of full fifteen (15) minutes and is nonaccumulative and nonpayable when incurred in units of less than fifteen (15) minutes.

In lieu of cash payment, upon request of the Contractor and approval of the appointing authority, Contractor may accrue compensation time off at premium hours. Cash payment at the Contractor's regular 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. PAYMENT

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

D. LEAVE PROVISIONS

Contractor shall be eligible for, or be subject to, the following Leave Provision in the same manner and amount as employees in the Equivalent Unit for their Job Classification: Bereavement, Blood Donation, Compulsory, Holiday, Jury Duty, Sick and Vacation. Refer to Paragraph Q in this Section for processing of leave balances upon termination of this Contract.

Job Classification	Equivalent Unit Reference	Benefit Type
Child Abuse Prevention Coordinator	Technical and Inspection	TI

E. MEDICAL, DENTAL and VISION COVERAGE

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

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
Child Abuse Prevention Coordinator	Technical and Inspection	TI

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.

F. 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 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.

G. 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.

H. ACCIDENTAL DEATH AND DISMEMBERMENT

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 the 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. 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. COUNTY RETIREMENT MEDICAL TRUST ("Trust")

Upon termination of this Contract, Contractor, if eligible, can convert the cash value of unused Sick Leave to the Trust in the same manner and amounts as employees in the Equivalent Unit for their Job Classification, provided the Contractor meets the eligibility requirements (e.g. years of service, etc.) for participation. Contractor shall not receive County Contribution to the Trust.

K. 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.

L. 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. Contractor shall not receive County match contributions with respect to participants in such plan.

M. 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.

N. SHORT-TERM DISABILITY

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

O. OTHER BENEFITS

If eligible, Contractor may participate in 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.

Equivalent Unit Reference	Benefit Type	Voluntary Participation Programs
Technical and Inspection	TI	all available programs

P. 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, 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.

Q. BENEFITS UPON TERMINATION

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 may be eligible for the same Sick Leave Conversion in the same manner and amount as employees in the Equivalent Unit for the Job Classification.

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.

R. BILINGUAL COMPENSATION

If Contractor is in a position, designated by the appointing authority, which requires bilingual translation involving the use of English and a second language as part of their regular duties, Contractor shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such a translation. Contractors in such positions must be certified as competent in translation skills by Human Resources to be eligible for compensation. Competency Certification is solely determined and administered by Human Resources. Level 1 - verbal skill level is compensable at fifty dollars (\$50.00) per pay period. Level 2 – written skill level is compensable at fifty-five dollars (\$55.00) per pay period.

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 Children's Network Officer or designee. The Children's Network Officer, 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 not be required to work more than forty (40) hours per work week without prior approval from the Children's Network Officer or designee. The Children's Network Officer shall have the right to direct Contractor to take such time off as necessary to ensure Contractor's actual time worked does not exceed forty (40) hours within any given work period.

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.

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 have and provide evidence to County of 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.

J. 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 I, 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

XENEIDA BROWN

►

Dawn Rowe, Chair, Board of Supervisors

By ►

(Authorized signature - sign in blue ink)

Dated: _____

Name Xeneida Brown

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

(Print or type name of person signing contract)

Title Child Abuse Prevention Coordinator

(Print or Type)

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

By _____
Deputy

Dated: _____
Address _____

On File

OR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►

Scott Runyan, Principal Assistant County Counsel

►

Patty Steven, Contracts Manager

►

Ashley Brooksher, Network Officer

Date _____

Date _____

Date _____

Position Description
Child Abuse Prevention Coordinator

Contractor shall be employed as a Child Abuse Prevention Coordinator with Children's Network. Contractor shall work cooperatively with the staff of the Children's Network under the direction of the Network Officer, performing a broad range of responsibilities, including, but not limited to, the following:

- A. Serve as a liaison between Children's Network, community based organizations, County, and other governmental agencies to coordinate child abuse awareness efforts.
- B. Organize partnerships to carry out the Child Abuse Prevention efforts and other issues related to children.
- C. Plan and implement special events and training opportunities related to the social implications and importance of child abuse prevention.
- D. Develop a list of resources and referrals.
- E. Develop collaborative partnerships to organize, plan, track, and implement special events related to public awareness and recognition of child abuse prevention professionals.
- F. Identify financial and other resources necessary for the countywide Child Abuse Prevention Campaign.
- G. Identify vendors and obtain appropriate bids for materials, supplies, and services while staying within budget guidelines. Order and distribute materials related to the Child Abuse Prevention Campaign and other events.
- H. May represent Children's Network in public relations as it relates to child abuse prevention awareness.
- I. Other child abuse prevention program coordinator related duties as assigned.
- J. Perform other special projects and duties as assigned.
- K. Provide vacation and temporary relief as required.
- L. Travel throughout the County and State, as required.