



Contract Number

SAP Number

MUSEUM

Department Contract Representative	<u>David Myers</u>
Telephone Number	<u>(909) 798-8608</u>
Contractor	<u>Sue Hagen</u>
Contractor Representative	<u></u>
Telephone Number	<u></u>
Contract Term	<u>August 23, 2025 to December 12, 2025</u>
Original Contract Amount	<u>Hourly Rate \$35</u>
Amendment Amount	<u></u>
Total Contract Amount	<u></u>
Cost Center	<u>6512101000</u>
Grant Number (if applicable)	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County, hereafter "County," through its County Museum desires to obtain the services of Sue Hagen, hereafter "Contractor," as a Field School Instructor 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:

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I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a Field School Instructor performing a broad range of activities, including but not limited to:

A. Field School Facilitation

- I. Develop learning outcomes for field school students
- II. Provide and follow a field school syllabus
- III. Lead students in discovery, uncovering, and documentation of headstones
- IV. Lead agreed upon offsite lab sessions at alternative locations

B. Safety and Security

- I. Take attendance at the start of each class
- II. Ensure the facility is locked before leaving
- III. Do not allow unknown visitors onsite
- IV. Do not allow photography by students or non-museum personnel
- V. Oversee the use of hand tools
- VI. Oversee student contact while onsite, ensuring it aligns with a safe and well-managed environment

C. Deliverable

- I. Deliver findings report to the Museum Director within 30 days of the completion of the field school and prior to the termination of this Agreement.

Contractor shall facilitate fifteen (15) eight (8) hour classes over the course of fifteen (15) weeks. Class locations include, but are not limited to, the Agua Mansa Pioneer Cemetery and the San Bernadino County Museum.

Work hours shall not exceed one hundred and twenty (120) hours per the life of the contract.

II. ISSUANCE OF KEYS

Keys to County structures shall be the sole responsibility of the Contractor. Keys will not be issued to any visitors. Museum Administration may issue keys to authorized occupants. The date and time of issuance will be logged and when said keys are returned to Museum Administration. Contractor shall not duplicate keys provided by County under this contract and any keys provided to Contractor shall be returned to County as directed by Museum Administration.

III. 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.

Contractor shall not offer any services outside the scope of this agreement, or for Contractor's personal benefit, to Museum patrons or the public at large on site during special events or any other times during the term of this contract.

IV. TERM

This Contract shall be effective August 23, 2025 through December 12, 2025, subject to the termination provisions below. The Museum Director, or his/her designee, is authorized to execute amendments to the Contract to extend the term of this Contract for a maximum of two (2) successive thirty (30) day periods. Either party may terminate this Agreement at any time without cause by giving the other party fifteen (15) calendar days prior notice in writing. This Contract may be terminated for just cause immediately by the County. Contractor shall serve at the pleasure of the Museum Director, who shall have the full authority and discretion to exercise County rights under this Section.

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 the services required hereunder. This Contract supersedes any prior employment contract of Contractor.

A. SALARY RATE

Contractor shall be compensated for services at a rate of \$35 per hour not to exceed 8 hours per work week unless expressly authorized by the Museum Director pursuant to the Overtime provision of this Contract. 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 shall be defined as all hours actually 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 County's Museum Director, or designee, to work overtime, Contractor shall be eligible to receive overtime compensation at one and one half (1½) times 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 Contractor and approval of the appointing authority, Contractor may accrue compensating time off at premium hours. Cash payment at 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 accrue sick leave pursuant to the Leave Provisions outlined in the County Standard Operating Procedure regarding the California Healthy Families Act of 2014 (AB 1522).

E. RESERVED

F. RETIREMENT PLAN

Contractor shall participate in the County's PST Deferred Compensation Retirement Plan.

G. 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.

H. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

Contractor shall forfeit any leave accrued under the California Healthy Families Act of 2014 (AB 1522).

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 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, 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 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 Museum Director, or his/her designee. The Museum Director, or his 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 8 hours per work week without prior approval from the Museum Director, or his 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. The Contractor shall adhere to the County'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 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's license at all times during the performance of duties under this Contract. Contractor agrees to allow the 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 duties under this Contract, Contractor shall, at Contractor's sole expense, maintain 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 III above.

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 pre-employment background check, including a medical examination through the County's Center for Employee Health and Wellness prior to the commencement of employment. This provision is satisfied if Contractor is a current employee or a Contractor who previously met the requirements of this provision.

F. DIRECT DEPOSIT

Contractor must make 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. CODE OF CONDUCT

As a condition of employment, Contractor does hereby agree to follow County and County Museum 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.

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.

I. CONTRACT EXECUTION

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.

VII. CONCLUSION

This Contract is the full and complete document describing services regarding the rights and obligations of the parties, including all covenants, conditions and benefits.

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 San Bernardino County

By _____
Deputy

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

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

Name Sue Hagen
(Print or type name of person signing contract)

Title Field School Instructor
(Print or Type)

Dated: _____

Address On file

FOR COUNTY USE ONLY

Approved as to Legal Form

► _____
Scott Runyan, Principal Assistant County Counsel

Date _____

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____

Date _____