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SAN BERNARDINO COUNTY

Contract Number

SAP Number

Preschool Services Department

Department Contract Representative	John Trepp
Telephone Number	(909) 383-2004
Contractor	
Contractor Representative	
Telephone Number	
Contract Term	
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS*:*

WHEREAS, San Bernardino County, hereinafter called the 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 **Custodian (12 month)** services for the County's Human Services Preschool Services Department (PSD); and

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

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I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Under the direction of the Director of Preschool Services Department or his/her designee Contractor shall be employed as a Custodian with the Preschool Services Department (PSD). Contractor shall perform a broad range of duties, including, but not limited to:

A. Complete Daily Health and Safety Checklist.

B. Sweep and mop rooms, halls, and stairways; strip, wax, and buff floors; vacuum and shampoo rugs and carpets.

C. Dust and polish desks, counter tops, and furniture; clean windows and venetian blinds; clean mirrors, drinking fountains, and interiors and exteriors of refrigerators.

D. Clean offices, restrooms, and fixtures; clean and disinfect following established procedures.

E. Push or lift furniture and other heavy items; climb ladders, and perform other tasks requiring physical agility.

F. Empty waste containers and dispose of waste materials following established procedures.

G. Mix cleaning chemicals and solutions; restock cleaning supplies as needed.

H. Perform, or assist in the performance of, minor maintenance work as required.

I. Order custodial supplies; inventory and receive requests for supplies from staff and supervisor; prepare requisition for replacement of necessary items.

J. Operate a variety of office equipment, including computers, fax machines, and photocopiers; may perform standard equipment maintenance checks; may drive a vehicle.

K. Request and accept custodial records and other information from a variety of sources; input and maintain custodian-related data into various database programs, including the Electronic Record Keeping System; post information from various reports and documents to appropriate records; audit and verify custodial records and other documents for a variety of purposes to include accuracy and consistency.

L. Provide vacation, temporary relief, and perform other duties as assigned.

M. Ensure the safety, supervision, and well-being of children at PSD sites, complying with all provisions of Federal and State regulations as outlined in the Head Start Act, Head Start Program Performance Standards, California Code of Regulations Title 5, Title 22, and all other applicable regulations.

N. Maintain confidentiality of all records; adhere to employer policies regarding conduct and confidential information.

O. Ability to perform all duties in accordance to the Physical Characteristics Inventory (PCI).

II. TERM

This Contract shall be effective_____ and shall remain in effect through _____ subject to the termination provisions below. 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. Contractor shall serve at the pleasure of the appointing authority.

The Director of Preschool Services shall be the appointing authority and shall have the full authority and discretion to exercise County rights under this paragraph.

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 outlined in the PSD Non-Supervisory Unit Memorandum of Understanding. This Contract provides for the

full compensation to Contractor for services required hereunder. If Contractor is a current contract employee, this Contract replaces and continues Contractor's employment.

III. GENERAL PROVISIONS

A. If the services to be performed under this Agreement require Contractor to drive a vehicle, Contractor must possess a valid California driver's license at all times during the performance of this Agreement. Contractor agrees to allow County to obtain a Department of Motor Vehicles report of Contractor's driving record.

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

   a. Fifteen thousand dollars ($15,000) for single injury or death;

   b. Thirty thousand dollars ($30,000) for multiple injury or death; and

   c. Five thousand dollars ($5,000) for property damage.

B. Unless currently employed by the County, 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. Unless currently employed by the County, Contractor shall submit to a pre-employment medical examination through the County's Center for Employee Health and Wellness, which includes screening for tuberculosis and drugs. Contractor shall obtain a fingerprint clearance or exemption and a background check performed in accordance to Preschool Services policies and regulations as a contingency of employment.

C. Contractor must maintain and show proof of current license and/or certificate required for this position.

D. If Contractor was a County Contractor immediately prior to entering into this Contract (without separation from County employment) then execution of this Contract shall not result in separation in County employment. Contractor shall carry forward Holiday, Vacation, Sick Leave and Compensating Time balances.

E. In the event this Contract is terminated for the purpose of making Contractor a regular County employee, the employee shall be provided a new date of hire. Eligibility for benefits including but not limited to retirement system contributions, health benefits, leave accrual rates, and step advancements shall be based upon the provisions of the applicable Memorandum of Understanding (MOU) and/or Ordinance in effect at the time Contractor is made a regular County employee. Seniority shall be determined by the effective date of the most recent date of hire in a regular position or as otherwise provided in the MOU. Prior to Contractor attaining regular status, County shall automatically cash out for Contractor any unused leave accrual balances (of those types of leave that are eligible for cash out) in accordance with Section III of this Contract, unless the balances are maintained and carried over with the consent and at the sole discretion of the receiving County department.

F. If Contractor is currently a regular County Employee, Contractor shall be provided a new date of hire upon execution of this Contract. Contractor shall not maintain nor carry forward any leave balances accrued during prior County employment.

G. As provided in the PSD Non-Supervisory Unit Memorandum of Understanding, Contractor will not attain regular status in this position, and as an unclassified employee, will not be afforded certain rights under the San Bernardino County Personnel Rules. 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.

H. Government code section 53243.2 requires the following provision to 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 43243.4.

IV. CONFLICT OF INTEREST

As a condition of employment, the 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 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 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."

V. CONCLUSION

This Contract, consisting of six (6) pages, and the provisions of the PSD Non-Supervisory Unit MOU, is the full and complete document describing services regarding the Contractor's rights and obligations of the parties, including all covenants, conditions, and benefits.

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

► _____
Director of Preschool Services Department

Dated: _____

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

Name _____
(*Print or type name of person signing contract)*

Title _____
(Print or Type)

Dated: _____

Address_____