



Contract Number

SAP Number

Preschool Services Department

Department Contract Representative Martha Garcia
Telephone Number (909) 383-2036

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 **Center Clerk (9.25 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 Center Clerk with the Preschool Services Department (PSD). Contractor shall perform a broad range of duties, including, but not limited to, the following:

- A. Type a variety of documents in draft and final form, including correspondence, meeting notes, agendas, and reports from handwritten, recorded or printed sources; proofread materials for completeness, correct grammar, spelling and punctuation; type on standard typewriter or computer; type numerical data.
- B. Receive the public and answer calls; use judgment in screening people and calls in making referrals; provide information to the public on program and services; explain procedures, regulations, and policies; receive complaints and attempt to resolve.
- C. Maintain attendance records; contact parents to verify attendance status of children; discuss attendance issues with teachers; prepare records for use in compiling attendance reports; gather data and complete monthly attendance reports.
- D. File records, correspondence, and reports; set up and maintain files in an orderly manner; conduct systematic file search for misplaced materials.
- E. Request and accept records and other information from a variety of sources; input and maintain data into the various database programs, including the Electronic Record Keeping System; post information from various reports and documents to appropriate records; audit and verify documents and other records for a variety of purposes to include accuracy and consistency.
- F. Compile routine reports by extracting and/or tabulating information from a variety of sources, such as files, correspondence, logs, and other source documents; compose routine correspondence following general instructions or outlines.
- G. Assist supervisor in the disbursement and accounting of petty cash expenditures; type and review petty cash reports.
- H. Order office supplies; inventory and receive requests for supplies from staff and supervisor; prepare requisition for replacement of necessary items.
- I. Calculate attendance figures on a daily and monthly basis utilizing a calculator and data collected from daily attendance slips.
- J. Operate a variety of office equipment, including computers, fax machines, ten-key calculator, and photocopiers; may perform standard equipment maintenance checks, may drive a vehicle.
- K. Provide vacation, temporary relief, and perform other duties as assigned.
- L. 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.
- M. Maintain confidentiality of all records; adhere to employer policies regarding conduct and confidential information.

If assigned a dual position as Center Clerk/Food Services Worker:

- A. Maintain a valid Food Handler's Card.
- B. Receive and inventory meals and food supplies; notify Site Supervisor of any shortage of food or cleaning supplies.
- C. Prepare and arrange cooked and cold food for serving to children following prescribed menus; maintain records of number of children and adults served at each meal.
- D. Serve and retrieve dishes and utensils from children according to departmental procedures.

- E. Maintain sanitation in area of responsibility, including removing, stacking, and cleaning dirty dishes, utensils, and equipment; transport and store supplies; clean surfaces, sweep, and mop; carry out trash and garbage.
- F. Operate dishwashers and other mechanical equipment.
- G. Ability to perform all duties in accordance to the Physical Characteristics Inventory (PCI).

II. TERM

This Contract shall be effective _____ and shall automatically renew for the duration of the assignment annually, subject to the termination provision of this Paragraph. 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 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 and successfully complete a pre-employment medical examination through the County's Center for Employee Health and Wellness, which includes screening for tuberculosis and drugs before employment commences. 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 _____