



Contract Number

SAP Number

Workforce Development Department

Department Contract Representative	Marlena Sessions
Telephone Number	909-387-9862

Contractor	
Contractor Representative	
Telephone Number	On File
Contract Term	
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

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;

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

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ATTACHMENT A – Workforce Development Specialist Position Description

ATTACHMENT B – Workforce Development Technician Position Description

ATTACHMENT C – Office Assistant II Position Description

ATTACHMENT D – Business Services Specialist Position Description

I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor shall be employed as a(n) _____ (As provided in the Position Classification Table below) assigned to the Workforce Development Department. Contractor shall perform a broad range of duties and responsibilities and work cooperatively with the staff of the Workforce Development Department (WDD). It is the intent that this contract will serve as a means to hire employees while WDD continues to collaborate with entities that provide workforce development services. Attachments A, B, C and D are the Position Descriptions that provide the specific duties and responsibilities assigned to the Contractor.

Position Classification
A. Workforce Development Specialist
B. Workforce Development Technician
C. Office Assistant II
D. Business Services Specialist

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 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, 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.

III. TERM

This Contract shall be effective _____ through _____ subject to the termination provisions of this paragraph. The Deputy Executive Officer of Workforce and Economic Development, or designee, is authorized to execute an amendment to this contract to extend the term for a maximum of two consecutive one-year periods. Notwithstanding the forgoing, 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 Deputy Executive Officer of Workforce and Economic Development, or designee, who shall have the full authority and discretion to exercise County rights under this Paragraph.

IV. 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.

A. **SALARY RATE**

Contractor shall be compensated for services at a rate of \$_____ per hour not to exceed 40 hours per workweek unless expressly authorized, pursuant to the Overtime provision of this contract. Upon approval of the appointing authority, Contractor shall be eligible to receive an approximate 2.5 % step advancement at the beginning of the pay period after each completion of 1040 service hours based on meets standards work performance.

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 Administrative Services Unit if approved by the Deputy Executive Officer of Workforce and Economic Development, or designee.

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 of this contract under Section III.

Position Classification	Salary Range	Salary Range Adjustment	Minimum Rate (hourly)	Maximum Rate (hourly)
A. Workforce Development Specialist	43	43A * Effective 3/14/20 *	\$20.44	\$30.81
B. Workforce Development Technician	33		\$16.04	\$23.82
C. Office Assistant II	27A	5M * Effective 3/27/21 *	\$14.03	\$21.09
D. Business Services Specialist	46		\$22.01	\$32.74

B. **OVERTIME**

Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work week. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. If Contractor is authorized by the Director of Workforce Development, or designee, to work overtime, Contractor shall be eligible to receive overtime compensation at one and one-half (1½) times the Contractor's regular rate of pay.

In lieu of cash payment, upon request of the Contractor and approval of the appointing authority, Contractor may accrue compensatory time off at premium hours. Cash payment at the Contractor's regular rate of pay shall automatically be paid for any compensatory time which exceeds eighty (80) hours, or for any hours on record immediately prior to termination of contract.

C. **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 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.

D. LEAVE PROVISIONS

Contractor shall receive, or be subject to, the following Leave provision in the same manner and amount as employees in the Administrative Services Unit: Sick, Bereavement, Vacation, Holiday, Compulsory, Jury Duty, and Blood Donation. Refer to Item N in this Section for processing of leave balances upon termination of this Contract.

E. MEDICAL AND DENTAL COVERAGE

Contractor must enroll in a medical and dental plan offered by the County, unless enrolled in other comparable employer sponsored coverage. If eligible, Contractor shall receive the Medical Premium Subsidy (MPS) and Dental Premium Subsidy (DPS) to offset the cost of medical plan premiums charged to Contractor pursuant to the terms and conditions for employees in the Administrative Services Unit.

Contractor shall not receive Flex Dollars if Contractor chooses to “opt-out” or “waive” from the County-sponsored health plans.

F. VISION CARE INSURANCE

Subject to carrier requirements, the County shall pay the premium vision care insurance for Contractor (employee-only coverage) if Contractor is in paid status and in a position scheduled for at least forty-one hours per pay period.

G. LIFE INSURANCE

The County shall pay premiums for a term life insurance policy for Contractor in the same manner as Administrative Services Unit employees. 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. ACCIDENTAL DEATH AND DISMEMBERMENT

Contractor shall be eligible to purchase Accidental Death Dismemberment Insurance coverage and additional supplemental term life insurance in the same manner and amount as offered by the County to employees in the Administrative Services Unit.

I. EXPENSE REIMBURSEMENT

Contractor shall be eligible for expense reimbursement in the same manner as employees in the Administrative Services Unit.

J. RETIREMENT PLAN

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 By-laws and other requirements of the San Bernardino County Employees' Retirement Association.

K. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 457(b) Salary Savings Plan as per the Plan document, except that Contractor shall not receive County match contribution to the Plan.

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 Administrative Services Unit and per the plan documents. Contractor shall not receive any County match or contributions with respect to participation in either Plan.

M. SHORT TERM DISABILITY

Contractor shall be eligible to receive the same Short-Term Disability insurance benefits as offered to employees in the Administrative Services Unit.

N. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law (e.g. FMLA, 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.

O. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Services

Upon separation from County employment, Contractor shall be compensated for any unused Vacation and Holiday Leave at the then base rate of pay. Unused Compensatory time shall be compensated at the employee's regular 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 position without a separation from County employment, the employee 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 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 will 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, 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.

P. SERVICE AND EFFECT ON BENEFITS

If Contractor was a County employee immediately prior to entering into this contract, without separation from County employment, execution of this contract shall not result in separation from County employment for purposes of determining eligibility for and level of benefits including, but not limited to, health benefits and leave accrual rates. Contractor's rate for leave accruals is based on the most recent date of continuous employment with the County, and does not change

as a result of this contract. Contractor's retirement contribution rate is based on the date they began participation in the County's general employee retirement system. Contractor shall maintain and carry forward Holiday, Vacation, and Sick Leave balances.

V. GENERAL PROVISIONS RELATING TO CONTRACTOR

A. TOUR OF DUTY

Contractor's standard tour of duty (regularly scheduled workweek) shall be established by the Deputy Executive Officer of Workforce Development Department, or his/her designee. The Director of the Workforce Development Department, or his/her 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 40 hours per week without prior approval from the Director of the Workforce Development Department, or his/her designee. The Director of the Workforce Development Department, or his/her designee shall have the right to direct Contractor to take time off as is necessary to insure that Contractor's actual time worked does not exceed 40 hours within any given work week.

B. CLASSIFICATION

Contractor will not attain regular status in this position, and as an unclassified 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. WORKER'S 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 Public 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 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 be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

1. Fifteen thousand dollars (\$15,000) for single injury or death;
2. Thirty thousand dollars (\$30,000) for multiple injury or death;
3. Five thousand dollars (\$5,000) for property damage.

Failure to comply with the requirements of this Paragraph shall be deemed cause for termination of this Contract, pursuant to Section III.

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 before employment commences.

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. MISCELLANEOUS

Government Code section 53243.2 requires the following provision be included in this Contract: If this Contract be 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.

VI. **CONCLUSION**

This contract, consisting of nine pages and Attachments A – D, is the full and complete document describing services regarding the Contractor's rights and obligations of the parties, including all covenants, conditions and benefits

COUNTY OF SAN BERNARDINO

►

Marlena Sessions, Executive Director, Workforce
Development Department

Dated: _____

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

By ►

(Authorized signature - sign in blue ink)

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

Title _____
(Print or Type)

Dated: _____

Address On File _____

FOR COUNTY USE ONLY

Approved as to Legal Form

► Cynthia O'Neill
Cynthia O'Neill, Principal Asst. County Counsel

Date 1/27/21

Reviewed for Contract Compliance

► Brad Gales
Brad Gales, Assistant Director

Date 1/27/21

► _____
Date _____

ATTACHMENT A – WORKFORCE DEVELOPMENT SPECIALIST

Examples of Duties

- A. Interviews, screens, assesses and counsels customers regarding employment barriers; advises them regarding alternate training and employment opportunities.
- B. Refers customers to vocational training, educational, and aptitude assessment and counseling; confers with assessment specialists and/or interprets assessment results to determine employment barriers; recommends individuals for program participation.
- C. Evaluates customers' interests, education, and experience to determine possible program placements, and develops an employability plan to further participants' successful entry into the labor market.
- D. Explains program rules, regulations, and policies, work site employers, contract training facilities, and other interested parties; resolves problems and conflicts or refers to supervisor with recommendations for solution; makes recommendations for the improvement of program delivery as required.
- E. Counsels and guides customers during their enrollment in training or work experience programs, and maintains referral and placement records of enrollees during their period of program participation.
- F. Arranges supportive services and/or needs-based payments as required; refers customers to appropriate training and employment services; monitors and evaluates customer's progress and attendance; provides information for job development purposes for enrollees.
- G. Conducts orientation, job search, job club, motivational and other related workshops and training sessions as required.
- H. Solicits and develops sources of employment for customers; explains program benefits and requirements to employers, arranges standardized On-the-job training contracts with employers for subsidized employment.
- I. Initiates "Cold Calls" to potential employers and attends job fairs and other functions to promote participation in the program and to solicit and establish job orders.
- J. Performs customer screening prior to job referral to job interviews; counsels customers in interview skills, techniques, and etiquette; prepares necessary documents and follows up on customers after placement in jobs.
- K. Assists in the development and preparation of promotional materials, program flyers, job announcements, etc.
- L. Prepares necessary correspondence and reports; assists in gathering and tabulating program and customer data.
- M. Performs other special projects and duties as assigned.
- N. Travels throughout the County as required.
- O. Performs work, as needed, on evenings and weekends.
- P. Sign and adhere to Code of Conduct.
- Q. Abide by scope of work for project funding.

ATTACHMENT B – WORKFORCE DEVELOPMENT TECHNICIAN

Examples of Duties

- A. Schedules appointments for applicants for various phases of assessment, interviewing, and counseling.
- B. Completes or assists applicants' complete applications, referrals, and registration forms.
- C. Verifies eligibility determination by completion of 30-day review of application and by collecting documentation in support of information received from applicant.
- D. Verifies eligibility of participants enrolled by contract providers, and provided technical assistance and training regarding eligibility criteria.
- E. Assists in the maintenance and control of participants' files and the compilation and preparation of program data; inputs participants' and program data into computer.
- F. Performs outreach activities to recruit applicants.
- G. Provides information concerning program components to the general public and to program applicants through personal presentations, telephone contact and media advertising.
- H. Attends and participates in service committee meetings, job fairs and presentations to specialized support groups.
- I. Establishes and maintains effective working relationships with various community agencies and organizations.
- J. Maintains records to perform follow-up on potential participants and to facilitate their enrollment and successful completion of the program.
- K. Informs participants of other employment and training opportunities and resources in the community, and refers as appropriate.
- L. Prepares reports on activities performed.
- M. Provides vacation and temporary relief, as required.

ATTACHMENT C – OFFICE ASSISTANT II

Examples of Duties

- A. Collects, enters, processes, sorts, and tabulates information according to departmental process and procedure. At higher classification levels, processes involve a wide range of procedures, research, decision-making, and discretion.
- B. Answers telephones, takes and relays messages and/or receives visitors.
- C. Provides general information, instruction and assistance regarding programs and services to the public and other employees; answers questions regarding specific departmental procedures and practices; provides information over the telephone and makes appointments.
- D. Prepares/compiles letters, memoranda, reports, case histories, invoices, statements, warrants, permits, charts, tables, claims, tax lists, deeds, court orders, mortgages and marriage license and records reports, bills, vouchers, receipts, lists, schedules, appointments, orders, notices and statistical data and other documents related to the area assigned.
- E. Requests and accepts records and other information from a variety of sources. Inputs and maintains data into various database programs; posts information from various reports and documents to appropriate records. Audits and verifies documents and other records for a variety of purposes to include accuracy, legality, and consistency.
- F. Operates a variety of office equipment such as computer terminals, calculators, fax, copier, information and image management systems, copiers, sorters, viewers and other office machines to enter and retrieve data, produce and/or process, materials to include correspondence, memoranda, reports, numeric data, requisitions, tabulations and statements.
- G. Maintains manual and computerized alphabetical, numerical or subject matter files; sorts and files correspondence, bills, invoices, requisitions, demands, contracts, permits, applications, work orders, purchase orders, inter-office memoranda and a wide variety of other documents, records and similar media; pulls material from files; purges files as needed or scheduled.
- H. Receives and issues receipts for a variety of fees and cash payments to include taxes, services, payments; balances cash with receipts; deposits and reconciles daily cash collections; maintains records of cash collected; distributes payments to proper code area; estimates and computes payments required to redeem delinquencies.
- I. Makes mathematical calculations; assembles, tabulates and compares financial and other data; compiles a variety of data to include statements, claims, reports and payroll data.
- J. Schedules appointments and meetings for individuals and groups; notifies attendees and prepares meeting material(s); records meeting results.
- K. Allocates funds to correct accounts and reconciles differences; collects, distributes and accounts for checks/cash; records and deposits funds.
- L. Assists in the training of other staff members as needed.
- M. Stores and distributes office supplies; keeps a record of supplies needed, received and issued; compares bills and invoices against order sheets or purchases orders and against receiving records; May confer with vendors, order a variety of supplies, equipment and other items; may log, check and record the receipt and delivery of various purchases.

ATTACHMENT C – OFFICE ASSISTANT II (continued)

- N. Prepares, composes, types or assembles information into proper form from outlined instructions or established procedures including letters, forms, records and reports from rough drafts, marginal notes or verbal instructions; types bills, vouchers, receipts, lists, schedules, orders, notices and statistical data.
- O. Receives, sorts and distributes mail.
- P. May transcribe a wide variety of dictation; file legal papers with the appropriate agency; maintain records of hearings in files or calendar books; record pleas, trials convictions, acquittals, sentences and dispositions of cases in accordance with departmental policies and procedures.

ATTACHMENT D – BUSINESS SERVICES SPECIALIST

Examples of Duties

- A. Administers the department's business retention and expansion program; collects and disseminates economic data; coordinates the implementation of economic development programs with businesses, community organizations and other government agencies.
- B. Provides technical assistance on retention and expansion issues; interacts with representatives from private businesses, local governments, state and/or federal agencies, civic groups and the general public.
- C. Assists businesses, community organizations and public officials with permitting, entitlements, loan programs, financing alternatives, maps, demographic and statistical reports.
- D. Conducts on-site business visitations in order to identify the needs of a particular business through on-site business visitations and/or business surveys.
- E. Implements strategies to retain businesses considering relocating out of the County.
- F. Develops and presents site selection reports for businesses wishing to expand within the County.
- G. Acts as liaison between businesses and workforce development agencies as well as educators and job training providers. Makes job referrals and coordinates joint visitations for businesses seeking employment assistance with job recruitment or job training.
- H. Supports the international trade program as a means of promoting business expansion and business assistance, acts as an advisor to the international trade program concerning business needs.
- I. Coordinates with private vendors to provide direct, one-on-one small business counseling services, seminars and workshops in partnership with the Small Business Development Center, Inland Empire Center for Entrepreneurship and local community colleges.
- J. Conducts economic research, investigates regional and local strengths, weaknesses and barriers to economic success; analyzes market data.
- K. Makes recommendations on improving the County's business climate in order to retain existing businesses and attract new businesses; prepares a variety of written materials and reports.
- L. Promotes and markets the services provided by the Economic Development Agency such as site selection assistance, permitting assistance, international trade development, industrial development bonds, economic development loans and enterprise zone incentives.
- M. Assists in the development and preparation of promotional materials and program brochures and represents the County at tradeshow.
- N. Provide vacation and temporary relief as required.