

MEMORANDUM OF UNDERSTANDING
Between
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
and
COUNTY OF SAN BERNARDINO PRESCHOOL SERVICES DEPARTMENT
for
DIGITAL LITERACY PROGRAM

June 9, 2021

WHEREAS, The County of San Bernardino Preschool Services Department, hereinafter referred to as PSD, desires improved early childhood education; and

WHEREAS, PSD has been allocated funds by Administration for Children and Families to provide such services; and

WHEREAS, PSD finds the San Bernardino County Superintendent of Schools, hereinafter referred to as SUPERINTENDENT, qualified to provide improved early childhood education; and

WHEREAS, PSD desires that such services be provided by SUPERINTENDENT and SUPERINTENDENT agrees to perform these services as set forth below;

NOW THEREFORE, PSD and SUPERINTENDENT mutually agree to the following terms and conditions:

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ATTACHMENTS

ATTACHMENT A – ASSURANCE OF COMPLIANCE

I. SUPERINTENDENT SERVICE RESPONSIBILITIES

- A. SUPERINTENDENT, under their Contract with Footsteps2Brilliance, Inc. (F2B), will provide access and use of the Footsteps2Brilliance, Inc. Enterprise School Edition, Bilingual Edition, and Clever Kids University to PSD for the duration of this Memorandum of Understanding (MOU), which includes the following:
 - 1. Five (5) years of access to Interactive, digital literacy-based instruction.
 - 2. Three (3) years of Professional development:
 - a. Provide training for PSD preschool teachers and associates.
 - b. Provide instructional game-based activities for easy classroom integration.
 - c. Provide network meetings for PSD teachers to share best practices.
 - 3. Stakeholder and town hall meetings, parent nights, and other outreach services.
 - 4. Technical support.
 - 5. Webinars.
 - 6. Coordination of video editing and hosting.
 - 7. Aggregate and disaggregate data to assess student achievement:
 - a. Provide standards-based, curriculum-aligned data to help teachers tailor instruction to student needs.
 - b. Ensure data is provided in real time and is easy to use.
 - c. Track vocabulary, comprehension, writing, usage, and standards.
- B. SUPERINTENDENT will comply with the provision of California Education Code 49073.1, adhere to the requirement that student users records will continue to be the property of and under the control of PSD, and ensure compliance with the Federal Family Educational Rights and Privacy Act (FERPA).
- C. SUPERINTENDENT will ensure that F2B complies with the provision of California Education Code 49073.1, adhere to the requirement that student users records will continue to be the property of and under the control of PSD and ensure compliance FERPA.

II. PSD RESPONSIBILITIES

- A. PSD will prepare and furnish to SUPERINTENDENT upon his or her request such information as is reasonably necessary to the performance of SUPERINTENDENT work under this MOU.
- B. PSD will utilize up to three thousand eight hundred seventy-two (3,872), applications and provide all required information for participants, including teachers, administrators, and preschool students at thirty-nine (39) PSD preschool sites. SUPERINTENDENT will utilize up to eight hundred eighteen (818) applications for preschool students in a cohort of parents, teachers, and administrators within the County of San Bernardino at sixteen (16) state preschool sites.
- C. PSD will provide the student's last name, first name, teacher, name and school site in electronic form using Comma Delimited, Excel, or American Standard Code for Information Interchange (ASCII) format and provide appropriate parent release forms to SUPERINTENDENT.

- D. PSD will receive recognition as a partner and funder.

III. SUPERINTENDENT GENERAL RESPONSIBILITIES

- A. In the performance of this MOU, SUPERINTENDENT, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. SUPERINTENDENT agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to 7 Code of Federal Regulations (CFR) Part 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85. By signing this MOU, Contractor certifies that:
1. Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
 2. Have not within a three-year period preceding this MOU been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction or records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (A)(2) herein; and
 4. Have not within a three-year period preceding this MOU had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- B. Without the prior written consent of the Assistant Executive Officer for Human Services, this Memorandum of Understanding (MOU) is not assignable by SUPERINTENDENT either in whole or in part.
- C. SUPERINTENDENT shall maintain all records and books pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

All records relating to the SUPERINTENDENT's personnel, contractors, subcontractors, service/scope of work and expenses pertaining to this MOU shall be kept in generally acceptable accounting format. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Code of Federal Regulations (CFR) that state the administrative requirements, cost principles and other standards for accountancy. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.

All records shall be complete and current and comply with all MOU requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the MOU.

- D. SUPERINTENDENT shall adhere to mutually developed grievance procedures with regard to client satisfaction. SUPERINTENDENT shall provide a system, approved by PSD, through which recipients of service will have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all clients.

- E. SUPERINTENDENT shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for statistical information not identifying any participant. The SUPERINTENDENT shall not use or disclose any identifying information for any other purpose other than carrying out the SUPERINTENDENT's obligations under this MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.
- F. SUPERINTENDENT shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
1. Assurance that all employees, agents, consultants or volunteers who perform services under this MOU and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
 2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
 3. Provision for or arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
- G. SUPERINTENDENT shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct SUPERINTENDENT to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.
- In addition to the documentation of DOJ clearance, SUPERINTENDENT shall obtain clearance from the Federal Bureau of Investigation (FBI) and Child Abuse Central Index (CACI), and records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, prior to providing any services. The County must be immediately notified of any records showing a conviction. The County may instruct SUPERINTENDENT to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.
- H. SUPERINTENDENT shall notify the County of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. SUPERINTENDENT shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct SUPERINTENDENT to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

SUPERINTENDENT shall immediately notify the County concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to SUPERINTENDENT.

- I. In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this MOU, SUPERINTENDENT agrees that the SUPERINTENDENT and the SUPERINTENDENT's employees, while performing service for the County, on County property, or while using County equipment:
 - 1. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
 - 2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
 - 3. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where SUPERINTENDENT or SUPERINTENDENT's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

SUPERINTENDENT shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this MOU and any other contract the SUPERINTENDENT has with the County, if the SUPERINTENDENT or SUPERINTENDENT's employees are determined by the County not to be in compliance with above.

- J. SUPERINTENDENT shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the MOU and shall procure all licenses and pay all fees and other charges required thereby. SUPERINTENDENT shall maintain all required licenses during the term of this MOU. Failure to comply with the provisions of this section may result in immediate termination of this MOU.
- K. SUPERINTENDENT shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this MOU.
- L. SUPERINTENDENT agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- M. SUPERINTENDENT shall comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C 6081 et seq.).
- N. SUPERINTENDENT shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within thirty (30) days of awarding of the MOU. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format. SUPERINTENDENT shall be monitored by the County for compliance with provisions of its Civil Rights Plan. SUPERINTENDENT is required to maintain and provide a current Civil Rights Plan for the duration of the MOU and submit the Assurance of Compliance form (Attachment A) annually. Additionally, SUPERINTENDENT shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.

- O. SUPERINTENDENT understands and agrees that any and all legal fees or costs associated with lawsuits concerning this MOU against the County shall be the SUPERINTENDENT's sole expense. In the event of any MOU dispute hereunder, each Party to this MOU shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- P. SUPERINTENDENT shall obtain and complete required documents as well as maintain satisfactory performance as outlined herein for the Term of this MOU defined in Section VIII.

IV. INDEMNIFICATION

The SUPERINTENDENT agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless PSD, the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this MOU from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by PSD and/or the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The SUPERINTENDENT's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

V. INSURANCE REQUIREMENTS

PSD and SUPERINTENDENT are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this MOU.

SUPERINTENDENT shall require the carriers of required coverages to waive all rights of subrogation against PSD, the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the SUPERINTENDENT and SUPERINTENDENT's employees or agents from waiving the right of subrogation prior to a loss or claim. The SUPERINTENDENT hereby waives all rights of subrogation against PSD.

VI. FISCAL PROVISIONS

PSD shall reimburse SUPERINTENDENT in the total amount of \$167,061 for services listed in Section I, Superintendent Responsibilities. Payment will be made on or before September 30, 2021.

Additional students may be added at the rate of \$1.95 per student in increments of 250 students.

If during the five (5) year MOU Footsteps2Brilliance goes out of business, or either party terminates this MOU for any reason, SUPERINTENDENT shall reimburse PSD a pro-rated amount based upon the period of time remaining.

VII. TERM

This MOU is effective as of June 9, 2021, and expires on June 8, 2026, but may be terminated earlier in accordance with the provisions of Section VIII of this MOU.

VIII. EARLY TERMINATION

This MOU may be terminated without cause upon thirty (30) days written notice by either party. The Assistant Executive Officer for Human Services is authorized to exercise PSD's rights with respect to any termination of this MOU. SUPERINTENDENT's Director, or his/her appointed designee, has authority to terminate this MOU on behalf of SUPERINTENDENT.

IX. RIGHT TO MONITOR AND AUDIT

- A. County shall have the absolute right to monitor the performance of SUPERINTENDENT in the delivery of services provided under this MOU.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of SUPERINTENDENT in the delivery of services provided under this MOU. Full cooperation shall be given by SUPERINTENDENT in any auditing or monitoring conducted. SUPERINTENDENT shall repay to the County within thirty (30) days of receipt of audit findings any reimbursements made by County to SUPERINTENDENT that are determined by subsequent audit to be unallowable pursuant to the terms of this MOU or by law.
- C. SUPERINTENDENT shall cooperate with County in the implementation, monitoring and evaluation of this MOU and comply with any and all reporting requirements established by this MOU.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three (3) years after final payment under the MOU or until all pending county, state, and federal audits are completed, whichever is later. Records of the SUPERINTENDENT which do not pertain to the services under this MOU may be subject to review or audit unless provided in this or another MOU. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, SUPERINTENDENT may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
- E. SUPERINTENDENT shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the SUPERINTENDENT.
- F. Upon County request, SUPERINTENDENT shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the MOU, a certified fiscal audit of related expenditures during the term of the MOU and a program compliance audit.

X. GENERAL PROVISIONS

- A. No waiver of any of the provisions of this MOU shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under this MOU shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of provisions of this MOU, unless specifically allowed in this MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties, and approved by the Board of Supervisors. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

- C. SUPERINTENDENT shall ensure that all staff, volunteers and/or subcontractors performing services under this MOU comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements prior to providing any services. SUPERINTENDENT shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.
- D. If any provision of the MOU is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the MOU shall not be affected.
- E. This MOU shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this MOU, to the exclusion of all other federal and state courts.
- F. In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this MOU or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- G. The parties actions under the MOU shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this MOU are specifically made severable. If a provision of the MOU is terminated or held to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall remain in full effect.
- H. In the event that a subpoena or other legal process commenced by a third party in any way concerning the services provided under this MOU is served upon SUPERINTENDENT or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. SUPERINTENDENT and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise proceed herein in connection with defense obligations by SUPERINTENDENT for County.
- I. This MOU supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the County and SUPERINTENDENT hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.
- J. Neither party shall be liable for failure or delay to perform obligations under this MOU, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this MOU affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

XI. CONCLUSION

- A. This MOU, consisting of eleven (11) pages and Attachment A, is the full and complete document describing services to be rendered by SUPERINTENDENT to PSD including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective agencies to the terms and conditions set forth in this document.
- C. This MOU 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 MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (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 MOU upon request.
- D. **IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino has caused this MOU to be subscribed to by the Clerk thereof, and SUPERINTENDENT has caused this MOU to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

COUNTY OF SAN BERNARDINO

Curt Hagman, Chairman, 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 the County of San Bernardino

By _____
Deputy

SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS

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

By  _____
(Authorized signature - sign in blue ink)

Name Kevin Garcia
(Print or type name of person signing contract)

Title Manager, Procurement and Warehouse
Services
(Print or Type)

Dated: _____

Address 460 E. Brier Drive
San Bernardino, CA 92408

ASSURANCE OF COMPLIANCE STATEMENT**ASSURANCE OF COMPLIANCE WITH THE
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS****San Bernardino County Superintendent of Schools**

NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular Section 272.6.; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended: California Code section 12940 (c), (h) (1), (i), and (j); California Government Code Section 4450; Title 22, California Code of Regulations (CCR) Section 98000-98413, Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 729*0-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations (including 45 CFR, Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFS Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT, it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

DATE_____
SIGNATURE

Kevin Garcia, Manager
Procurement and Warehouse Services
San Bernardino County Superintendent of
Schools

ORGANIZATION