Agenda: Children and Families Commission 11-2013

330 North D Street, Fifth Floor, San Bernardino, California  92415

Meeting date, time, and place
November 6, 2013
3:30 p.m.
San Bernardino County Government Center
Covington Chambers
385 North Arrowhead Avenue
San Bernardino, CA  92415

Pledge of Allegiance
Chair or designee will lead the Pledge of Allegiance

Conflict of Interest Disclosure
Commission members shall review agenda item contractors, subcontractors, and agents, which may require member abstentions due to conflict of interest and financial interests.

A Commission member with conflicts of interests shall state their conflict under the appropriate item. A Commission member may not participate in or influence the decision on a contract for which their abstention has been recorded.

Election of Advisory Committee Chair
Officiating: Maxwell Ohikhuare, Vice-Chair

Consent Item
The following consent items are expected to be routine and non-controversial and will be acted upon by the Commission at one time unless any Commissioner directs that an item be removed from the Consent Agenda for discussion.

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<th>Item No.</th>
<th>CONSENT ITEMS</th>
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<tr>
<td>1</td>
<td>Approve minutes of October 23, 2013 Commission Meeting (Presenter: Ann M. Calkins, Executive Assistant, 387-1502)</td>
</tr>
<tr>
<td>2</td>
<td>Approve Commission Meeting Schedule for 2014 (Presenter: Ann M. Calkins, Executive Assistant, 387-1502)</td>
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</tbody>
</table>

The agenda and supporting documents are available for review during regular business hours at First 5 San Bernardino, 330 North D Street, Suite 500, San Bernardino, California  92415.

Interpreters for hearing impaired and Spanish speaking individuals will be made available with forty-eight hours notice. Please call Commission staff (909) 386-7706 to request the service. This location is handicapped accessible.
Item No. | DISCUSSION ITEM
--- | ---
3 | Approve a non-financial MOU with Preschool Services Department for the Commission to provide literacy, math skills, and social-emotional development skills for eligible preschool children ages 2-5, through the use of AmeriCorps members for the period of November 6, 2013 through August 31, 2016. (Presenter: Mary Alvarez, Staff Analyst II, 387-1508)

Public Comment
Persons wishing to address the Commission will be given up to three minutes and pursuant to Government Code 54954.2(a)(2) “no action or discussion will be undertaken by the Commission on any item NOT on the agenda.”

Special Presentation
FIRST 5 SAN BERNARDINO 15-YEAR ANNIVERSARY

First 5 San Bernardino 15-year Anniversary Program

Executive Director’s Report | Karen Scott, Executive Director
Commissioner Interactive | Leslie Fountain, Media Specialist II
GIS Presentation of First 5 San Bernardino History | Scott McGrath, Supervisor
Guest Speakers
John Michaelson
Kent Paxton
Josie Gonzales, Fifth District Supervisor
Guillermo Valenzuela, M.D.
Presentation of Resolution | James Ramos, Third District Supervisor
“Happy Birthday” song | Rialto Preschool Children and Potter the Otter
Closing Remarks | Karen Scott, Executive Director

Commissioner Roundtable
Open to comments by the Commissioners

Next Meeting
December 4, 2013
County of San Bernardino Government Center
Covington Chambers
385 North Arrowhead Avenue
San Bernardino, CA  92415

The agenda and supporting documents are available for review during regular business hours at First 5 San Bernardino, 330 North D Street, Suite 500, San Bernardino, California  92415.

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Subject: Information Relative to Possible Conflict of Interest

Instructions: Contractors, subcontractors, principals and agents are listed below for each applicable agenda item. Commissioners are asked to review the items for possible conflicts of interest and to notify the Commission secretary prior to the Commission meeting of conflicts concerning items on the meeting’s agenda. This procedure does not relieve the Commissioner of his or her obligations under the Political Reform Act.

Background: The Political Reform Act of 1974 (Government Code section 87100 et. Seq.) prohibits public officials from making, participating in making or in any way attempting to use their official position to influence a governmental decision in which they have reason to know they have a “financial interest.” Additionally, Government Code section 1090 et seq. prohibits public officers and employees from being financially interested in any contract made by them in their official capacity or by the board of which they are members. A limited exception is allowed for County Children’s and Families Commissions. (See Government Code section 1091.3)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Contractor</th>
<th>Principals &amp; Agents</th>
<th>Subcontractors; Principals &amp; Agents</th>
<th>Commissioner Abstentions</th>
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<tbody>
<tr>
<td>1</td>
<td>N/A</td>
<td>N/A</td>
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<td>2</td>
<td>N/A</td>
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<tr>
<td>3</td>
<td>Preschool Services Department</td>
<td>Diana Alexander Director</td>
<td>N/A</td>
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Minutes: Children and Families Commission Meeting

330 North D Street, Fifth Floor, San Bernardino, California 92415

Meeting Date, Time and Location

October 23, 2013
3:30 p.m.
Commissioner Daniels called the meeting to order at 3:30 p.m.
County Government Center
Covington Chambers
385 North Arrowhead Avenue
San Bernardino, CA 92415

Pledge of Allegiance

The Pledge of Allegiance was led by Commissioner Daniels

Conflict of Interest Disclosure

Commission members shall review agenda item contractors, subcontractors, and agents, which may require member abstentions due to conflict of interest and financial interests.

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Attendees

Commissioners Present

- Mark Daniels
- Leslie Egge
- Margaret Hill
- James Ramos
- Elliot Weinstein, M.D.

Staff Present

- Karen E. Scott, Executive Director
- Cindy Faulkner, Operations Manager
- Ann M. Calkins, Executive Assistant
- Mary Jaquish, Supervisor
- Debra Dickerson-Sims, Administrative Supervisor II
- Staci Scranton, Supervising Office Assistant
- Scott McGrath, Supervisor
- William Kariuki, Staff Analyst II
- Leslie Fountain, Media Specialist II
- Chrystina Smith-Rasshan, Staff Analyst II
It’s Our Birthday!
At our next Commission meeting, on Wednesday, November 6, we are celebrating 15 years since the passage of Proposition 10 which created the Children and Families Commissions.
At our Anniversary Celebration, you will enjoy a story map presentation highlighting a myriad of milestones for First 5 San Bernardino.

We are looking forward to hearing from some very special guests including:
- John Michaelson, former SB County CAO and First 5 Commissioner
- Kent Paxton, former Children’s Network Officer
- Supervisor Josie Gonzales, former Chair of the Board, 5th District Supervisor and former First 5 San Bernardino Chair
- Dr. Guillermo Valenzuela, Health Director for Women’s Health at ARMC, former and longest standing First 5 Commissioner

They will provide some historical accounts and perspectives of the formation of First 5 San Bernardino—a look at the past and future!

An anniversary edition of the Executive Director’s report will include a highlight of accomplishments and outcomes achieved over the past 15 years for the children and families of San Bernardino County—only possible through the dedication and commitment of all First 5 Commissioners operating in that role, and the support, collaboration and cooperation of our Board of Supervisors, elected officials, City, County and other government, education and health care partners, nonprofit and faith-based agencies, the community, past and present First 5 staff and most importantly - Proposition 10 Funding.

Children’s Network
Children’s Network was created to identify gaps and overlaps in services and help set priorities for interagency projects. Their overall goal is to help at-risk children by improving communication, planning, coordination, and cooperation among youth-serving agencies.

Congratulations to Amy Cousineau and the Children’s Network staff on the success of their 27th annual conference of which First 5 San Bernardino is a major sponsor. The event was held on September 18 and 19 at the Ontario Convention Center. There were many wonderful workshops designed to support learning opportunities and networking. Two very impressive keynote speakers reminded us of the importance of addressing negative impacts on children such as with child abuse, embracing adversity and believing in the possibilities.

Grand Jury
On October 11, I received a lovely note from Kristin Atkinson, member of the 2013-2014 San Bernardino County Grand Jury, thanking us for giving them an overview of our services and an opportunity to learn the mechanics of our operations stemming from a visit of several Grand Jury members to the First 5 office on September 10.

Annual Audit
It’s an awesome day when I can report that our annual audit has been completed and we have no findings! This is Agenda Item 4 on today’s discussion calendar.

Annual Report
We are very proud that this task has been completed ahead of schedule this year. We can actually transmit the report to the State a week early! The required public hearing presentation is Agenda Item 5 on today’s calendar.
This month’s ED report provides a glimpse into the early literacy projects going on during the months of October and November.

Page 4 is particularly special to me as that little guy shown is my 4 year old grandson, Jayden. I, of course shared the new “hot off the press” Potter story, “It’s Picnic Day, Potter” with Jayden. As we were talking about the important concepts in the Potter series, I asked Jayden if he knew what an otter was? He looked up at me with such confidence in his face and said very matter-of-factly……..it’s, it’s, it’s a SEA RAT!!! I will treasure that memory for a lifetime!

I think a comment by Ann Hayes, senior vice president of Scholastic National, and a partner in the Potter the Otter series, sums up these kinds of opportunities very well. She said “The lessons that children and families draw from reading and talking together can have a powerful influence on the lives of young children!” Oh, so true!

Put on your running shoes!
On Page 3, you will find the flyer for an upcoming 5K Walk Run event. Since the inception of First 5 San Bernardino’s Capacity Building Academy in 2010, the Commission has provided an opportunity for service providers to strengthen their own organizations to ensure that our County has a sustainable system of services to meet the needs of children.

As a result of the Capacity Building Academy, alumni associations were created among graduates from 2010 and 2011. They shared a vision of continued efforts to build capacity together. In 2013, the alumni officially established the Inland Empire Community Collaborative (IECC).” The vision of the IECC is that San Bernardino County Nonprofits are innovative, resource rich, and able to meet the needs of the residents that reside in our County.

The IECC is offering its first fundraising event, a 5K Walk/Run to be held on Saturday, November 16 in Ontario. It coincidently supports the goals of “healthy living” by getting out and moving. We hope to see you all support this Community Collaborative enabling our nonprofits to be stronger in this County.

Relocation Update
Through Agenda Item 7, I will share with you one of our challenges, but all in all, everything has moved along pretty well. Construction is about complete. Carpet, office furniture, and technological equipment has all been ordered and is expected to be installed beginning on Friday, November 1.

We are packing up our office at ‘D’ Street and expect to begin transitioning to the new office beginning November 18.

We will work on a few other items like artwork, exterior signage and security badge access in the next few weeks, but I’m proud to report that we are on target and costs remain within the approved budget for this relocation.

Changes to Agenda
Consent Item 1 was originally posted as “Approve minutes of August 7, 2013.” Should read “Approve minutes of September 4, 2013.”
Consent

A motion was made by Commissioner Weinstein and seconded by Commissioner Ramos to approve the Consent Items. Without further comment or objection, motion carried.

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<td>1</td>
<td>Approve minutes of September 4, 2013 Commission Meeting. (Affected Districts: All) (Presenter: Ann M. Calkins, Executive Assistant, 387-1502)</td>
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<tr>
<td>2</td>
<td>Approve employment contract between the County of San Bernardino, Children and Families Commission, and Ofelia Pettengill, Office Assistant II, for an annual cost of $40,497 ($26,749 Salary, $13,748 Benefits), effective November 16, 2013. (Presenter: Karen E. Scott, Executive Director, 387-1502)</td>
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<tr>
<td>3</td>
<td>Approve employment contract between the County of San Bernardino, Children and Families Commission, and Jennie Randolph, Accountant III, for an annual cost of $77,572 ($54,246 Salary, $23,326 Benefits), effective November 16, 2013. (Presenter: Karen E. Scott, Executive Director, 387-1502)</td>
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<tr>
<td>4</td>
<td>Conduct public hearing of the Children and Families Commission for San Bernardino County Annual Audit for Fiscal Year 2012-13. (Presenter: Debora Dickerson, Administrative Supervisor II, 387-1505) The Public Hearing was conducted. No public comments were presented on this item.</td>
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<tr>
<td>5</td>
<td>Conduct public hearing of the Children and Families Commission for San Bernardino County Annual Report for Fiscal Year 2012-13. (Presenter: Scott McGrath, Supervisor, 387-1524) The Public Hearing was conducted. No public comments were presented on this item.</td>
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</table>
| 6        | Approve Amendment A1 to Contract EC007 with San Bernardino County Preschool Services (PSD) to allow advance payments in second and third year of contract. (Presenter: Karen Scott, Executive Director, 387-1502) Discussion

General discussion ensued among commissioners to ensure that continued federal funding for PSD is not jeopardized and that they successfully continue to provide preschool services for First 5’s children out of the Federal programs. Ms. Scott reiterated that repayment of the advance would occur over an 8-month period in FY 2013-14 by withholding from monthly reimbursements. This contract amendment does not change or increase the original amount approved by the Commission for Contract EC007.

Supervisor Ramos and Commissioner Egge suggested that a policy be established for this type of procedure. Ms. Scott said she would ask the Advisory Committee to look into this.

Public Comment

Diana Alexander, Director of Preschool Services explained that after a recent review of their contract and the way it was written it slightly forced them into a position of using Federal dollars to cover the payment for the cost of the First 5 program. Most of the Head Start programs across the country are either in a non-
profit-type structure or they are under Community Action Partnership where they have the ability to fundraise or have the capability to take monies from different budgets to pay for something and then put it back. Since Preschool Services is under a county structure, they are not permitted to do these things (fundraise, etc). Income comes from Federal and State funds and from programs they collaborate with (i.e., First 5).

During a recent audit, it was brought to PSD’s attention that they needed to be careful and ensure Federal funds would not be used to pay for non-Federal programs because it would jeopardize receipt of their entire Federal grant. Preschool Services then contacted First 5 to request and allow advance payments due to the uniqueness of PSD’s structure.

Ms. Alexander reiterated that Preschool Services does have the ability to pay back the advance on a monthly basis.

A motion was made by Commissioner Weinstein and seconded by Commissioner Ramos to approve Agenda Item 5. Without further comment or objection, motion carried.

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<th>Item No.</th>
<th>INFORMATION ITEM</th>
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<tr>
<td>7</td>
<td>Receive information about extension of lease and rent costs for November 2013 (Presenter: Karen E. Scott, Executive Director, 387-1502)</td>
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Commissioner Hill asked Ms. Scott that, in light of First 5 moving to a new office, were there things that came up that should have been done differently or are things falling into place? Ms. Scott answered everything is falling into place, construction is on target and First 5 is scheduled to take control of the new premises on November 1. The only outstanding issue was the unforeseen IT costs which was reported to the Commission by Ms. Scott at last month’s meeting. First 5 has done a great job in absorbing those costs within the budget approved by the Commission.

Public Comment
None

Commissioner Roundtable
Commissioner Hill shared that she had to leave Kathy Estes’s “Understanding the Culture of Poverty” presentation on October 10 early because she was not feeling well.

Adjournment
A motion was made by Commissioner Egge and seconded by Commissioner Hill to adjourn the meeting. Without further comment or objection, meeting adjourned at 4:18 p.m.
Next Commission Meeting

November 6, 2013 - 3:30 p.m.
County of San Bernardino Government Center, Covington Chambers
385 North Arrowhead Avenue, San Bernardino, CA 92415

Attest

_____________________________________________________
Chair Linda Haugan

_____________________________________________________
Commissioner Mark Daniels

_____________________________________________________
Ann M. Calkins, Commission Secretary
Subject: Commission Meeting Schedule for 2014

Recommendations: Approve Commission Meeting Schedule for 2014
(Presenter: Ann M. Calkins, Executive Assistant)

Background Information: Each year, the Commission reviews the meeting schedule for the next year. Commission Meetings are held the first Wednesday of each month (with the exception of January and October).

January 8, 2014
February 5, 2014
March 5, 2014
April 2, 2014
May 7, 2014
June 4, 2014
July 2, 2014
August 6, 2014
September 3, 2014
October 22, 2014
November 5, 2014
December 3, 2014

Financial Impact: None

Review: Regina Coleman, Commission Counsel
AGENDA ITEM 3  
NOVEMBER 6, 2013

<table>
<thead>
<tr>
<th>Subject</th>
<th>Non-Financial Memorandum of Understanding with Preschool Services Department</th>
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<tr>
<td>Recommendations</td>
<td>Approve a non-financial MOU with Preschool Services Department for the Commission to provide literacy, math skills, and social-emotional development skills for eligible preschool children ages 2-5, through the use of AmeriCorps members for the period of November 6, 2013 through August 31, 2016. (Presenter: Mary Alvarez, Staff Analyst II, 387-1508)</td>
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| Background Information | On September 4, 2013, the Commission approved the Contract with Prevent Child Abuse California for the cash match and project administration for 4 full-time AmeriCorps members to serve as school coaches at 6 local PSD sites throughout the county. Approval of this item will allow the Commission and PSD to formalize the process and for AmeriCorps members to serve as School Coaches at PSD sites where they will provide 35 individual hours of school readiness skills and services to identified Head Start, Early Head Start, and State Preschool children ages 2-5. The services will be provided to children who have not met established age appropriate milestones for their age in one or nor areas in literacy, math and social emotional development, as determined by PSD. The primary objective of the services provided by the Commission is to teach the high-needs children literacy, math skills, and social-emotional developmental skills in order to ensure a smooth transition into kindergarten. |

| Financial Impact | None |
| Review | Regina Coleman, Commission Counsel |

| Report on Action as taken | |
| Action: | |
| Moved: | Second: |
| In Favor: | |
| Opposed: | |
| Abstained: | |
| Comments: | |
| Witnessed: | |
MEMORANDUM OF UNDERSTANDING
Between
Children and Families Commission for San Bernardino County
and
Preschool Services Department
for
Services for Preschool-Age Children to Increase School Readiness

November 20, 2013

WHEREAS, The County of San Bernardino Preschool Services Department, hereinafter called PSD, desires to provide School Readiness programs to economically disadvantaged children; and

WHEREAS, The Children and Families Commission for San Bernardino County, hereinafter called Commission, has been entered into a Prevent Child Abuse California Contract for AmeriCorps member slots to assist in the provision of such services; and

WHEREAS, PSD desires to host AmeriCorps members at PSD sites and Commission agrees to Administer such placement;

NOW THEREFORE, PSD and Commission mutually agree to the following terms and conditions:
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ATTACHMENT A – 2013-2014 Performance Measures
I. DEFINITIONS

A. AmeriCorps Members (School Coach) – Individuals who serve in a volunteer capacity to provide developmental skill-building activities to children ages 2 to 5 in early care and education environments.

B. Assessment – The process of measuring the child’s level of abilities, knowledge, and age-appropriate mastery in literacy, math skills and social-emotional development. Assessment is conducted in the beginning (pre) within the first 5 hours of service delivery and in the end (post) of participation utilizing the Teaching Strategies GOLD Assessment tools.

C. County of San Bernardino Preschool Services Department (PSD) – Head Start/State Preschool Programs have been operating in the County since 1965. Since 1999, the County of San Bernardino PSD has provided these programs through a combination of direct and contracted services. PSD administers the federally funded Head Start/Early Head Start/State Preschool Programs and Home Based Services at sites throughout the County. The primary function of the department is to provide subsidized child care and educational instruction for children ages zero (0) to five (5) from low-income families.

D. Participant – Children ages 2 to 5 enrolled in early care and education environments within the identified PSD sites.

E. Performance Measures – Contractually bound aggregate outputs and outcomes for the program between the Commission and PCA CA, delivered through AmeriCorps Members to participants at identified PSD sites.

F. Prevent Child Abuse California (PCA CA) – A California-based national and international training, education, research, and resource center dedicated to protecting children and building healthy families and the State liaison for contracting with organizations for AmeriCorps members.

G. School Readiness Services – Educational activities that prepare young children to enter kindergarten. For the purposes of this program, educational activities consist of literacy, math skills, and social emotional development.

H. The Children and Families Commission for San Bernardino County – The Children and Families Commission for San Bernardino County (First 5 San Bernardino) was created in December, 1998 in order to realize the benefits of Proposition 10 (California Children and Families Act) for the County’s youngest residents and their families. The act created a program for the purpose of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age.

II. PURPOSE

The purpose of this MOU is to define roles and responsibility in the efforts of the Commission and PSD to provide school readiness support to preschool-age children who are identified as eligible for services from any combination of the two agencies.

III. COMMISSION RESPONSIBILITIES

Commission shall:

A. Utilize AmeriCorps members to provide School Readiness activities to economically disadvantaged children age 2 to 5 at 6 PSD sites.

B. Provide resources that will assist AmeriCorps members in providing supportive services to children who are identified as eligible to receive services to achieve school-readiness.
C. Identify a management liaison to interact with PSD staff regarding AmeriCorps member’s attendance, verification of timecards, and performance of service delivery.

D. Provide assessment of children and implementation of supportive services through AmeriCorps members for identified children in order to support the educational growth of the children as identified in Attachment A – 2013/2014 Performance Measures.

E. Provide information related to Commission resources available, as requested, for children and families in need.

F. As the Project Administrator, maintain project oversight and fiscal responsibilities as identified in Attachment A - 2013/2014 Performance Measures.

IV. PSD RESPONSIBILITIES

PSD Shall:

A. Serve as the host for sites and provide reasonable accommodations for AmeriCorps members to assist children in a one-to-one or small group setting to meet performance objectives.


C. Agree to adhere to the following provisions of prohibited activities:

General Prohibited Activities

1. Supplantation. AmeriCorps assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive CNCS support.

2. Religious use. AmeriCorps assistance may not be used to provide religious instruction, conduct worship services, or engage in any form of proselytization.

3. Political activity. AmeriCorps assistance may not be used by program participants or staff to assist, promote, or deter union organizing; or finance, directly or indirectly, any activity designed to influence the outcome of a Federal, State, or local election to public office.

4. Contracts or collective bargaining agreements. AmeriCorps assistance may not be used to impair existing contracts for services or collective bargaining agreements.

5. Nonduplication. AmeriCorps assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (6) of this section are met, AmeriCorps assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

   a. PSD may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving AmeriCorps assistance.
b. PSD may not displace a volunteer by using a participant in a program receiving AmeriCorps assistance.

c. A service opportunity will not be created under this section that will infringe in any manner on the promotional opportunity of an employed individual.

d. An AmeriCorps member in a program may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.

e. An AmeriCorps member in any program receiving assistance under 45 CFR Chapter XXV §2540.100 may not perform any services or duties, or engage in activities, that—
   (1). Will supplant the hiring of employed workers; or
   (2). Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.

f. An AmeriCorps member in any program receiving assistance under 45 CFR Chapter XXV §2540.100 may not perform services or duties that have been performed by or were assigned to any—
   (1). Presently employed worker;
   (2). Employee who recently resigned or was discharged;
   (3). Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
   (4). Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
   (5). Employee who is on strike or who is being locked out.

g. PSD must, at minimum, conduct and document consultation with the appropriate local labor organization, if any, representing employees in the area where AmeriCorps members and unionized employees are engaged in the same or similar work as that proposed to be carried to ensure compliance with the nondisplacement requirements specified in section 12637 of the National and Community Service Trust Act.

7. While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and AmeriCorps members may not engage in the following activities:
   a. Attempting to influence legislation;
   b. Organizing or engaging in protests, petitions, boycotts, or strikes;
   c. Assisting, promoting, or deterring union organizing;
   d. Impairing existing contracts for services or collective bargaining agreements;
   e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
   f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
   g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
   h. Providing a direct benefit to:
      (1) A business organized for profit;
      (2) A labor union;
      (3) A partisan political organization;
      (4) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall
be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and

(5) An organization engaged in the religious activities described in paragraph (g) of this section, unless CNCS assistance is not used to support those religious activities;
  i. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
  j. Providing abortion services or referrals for receipt of such services; and
  k. Such other activities as CNCS may prohibit.

8. AmeriCorps members may not raise funds for living allowances or for an organization’s general (as opposed to project) operating expenses or endowment.

9. AmeriCorps members may not write a grant application to CNCS or to any other Federal agency.

10. Individuals may exercise their rights as private citizens and may participate in the activities listed in any of the above activities on their own initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

PCA CA Prohibited Activities.

1. AmeriCorps members may not engage in, and therefore, not record hours in fundraising activities while serving in the AmeriCorps program.

2. PSD must not employ AmeriCorps members in any capacity while AmeriCorps members are providing service under a PCA CA Member Contract.

3. AmeriCorps members must not transport clients, children, and/or families in their personal automobile during service hours unless authorized by the Commission and PSD in writing, if applicable.

4. AmeriCorps members must not have contact with clients during non-service hours. All client contact must be pre-approved by PSD and the applicable Service Site Supervisor.

5. AmeriCorps members must not participate in gambling during service hours.

6. AmeriCorps members must not steal/take AmeriCorps or Service Site property, or the property of another.

D. Refer appropriate children identified as needing supportive services to work with AmeriCorps members as identified in Attachment A – 2013/2014 Performance Measures.

E. Allow AmeriCorps members to conduct pre/post assessments to measure math skills, literacy, and social emotional competencies for each child receiving supportive services as identified in Attachment A – 2013/2014 Performance Measures.

F. Assign appropriate PSD Staff (Site Supervisor) to serve as a liaison to the AmeriCorps member while on site and maintain regular contact with the Commission liaison.

G. Arrive for appropriate Releases of Information/Consents as applicable.

V. MUTUAL RESPONSIBILITIES

A. The Commission and PSD agree that each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys’ fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or
compensation payable to or for the indemnifying party under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

B. The Commission and PSD agree they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this agreement, and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.

C. The Commission and PSD agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through the Commission and PSD mutual chains of command, as deemed necessary.

D. The Commission and PSD agree to develop and implement protocols and forms necessary to administer and document program referral, participation, compliance, and effectiveness.

E. The Commission and PSD agree to develop procedures for resolving grievances including the specific steps a participant must follow and the time limits for resolution.

VI. FISCAL PROVISIONS

There shall be no financial remuneration to or from either party for any services provided under this MOU.

VII. RIGHT TO MONITOR AND AUDIT

A. Commission staff, and the State of California or any subdivision or appointee thereof, including the Inspector 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 the AmeriCorps members and PSD in the delivery of services provided under this MOU. Full cooperation shall be given by PSD in any auditing or monitoring conducted.

B. PSD shall cooperate with the Commission in the implementation, monitoring and evaluation of this MOU and comply with any and all reporting requirements established by this MOU.

C. All records pertaining to service delivery and records shall be available for examination and audit by Commission staff, federal and state representatives for a period of three years after termination of the MOU or until all pending county, state, and federal audits are completed, whichever is later. Records of PSD which do not pertain to the services under this MOU shall not be subject to review or audit unless provided in this or another agreement. Technical program data shall be retained locally and made available upon the Commission's reasonable advance written notice or turned over to PSD.

D. PSD shall provide all reasonable facilities and assistance for the safety and convenience of the Commission's representative 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 PSD.

VIII. TERM

This Memorandum of Understanding (MOU) is effective as of November 20, 2013 and expires August 31, 2016, but may be terminated earlier in accordance with provisions of Section XI of this MOU.

IX. EARLY TERMINATION

This MOU may be terminated without cause upon thirty (30) days written notice by either party. The PSD Director is authorized to exercise PSD's rights with respect to any termination of this MOU. The Commission Director, or his/her appointed designee, has authority to terminate this MOU on behalf of the Commission.
X. GENERAL PROVISIONS

A. No waiver of any of the provisions of the MOU documents 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 any MOU document 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 the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

C. Commission shall ensure that AmeriCorps members are cleared through Department of Justice (DOJ) via PCA CA and through via the County’s DOJ clearance system. DOJ records shall be obtained for 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.

D. Commission and PSD 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. Commission and PSD shall not use or disclose any identifying information for any other purpose other than carrying out the service 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.
XI. CONCLUSION

A. This MOU, consisting of 9 pages and Attachment A, is the full and complete document describing services to be rendered by the Commission and 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 departments to the terms and conditions set forth in this document.

COUNTY OF SAN BERNARDINO

By Janice Rutherford, Chair, Board of Supervisors
Dated:

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
Laura H. Welch
Clerk of the Board of Supervisors of the County of San Bernardino.

By:

CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY

By

(Authorized signature – sign in blue ink)

Name: Linda Haugan

(Print or type name of person signing contract)

Title: Assistant Executive Officer

(Print or Type)

Dated:

Address: 330 N. D. Street, 5th Floor.

San Bernardino, CA 92415