



Contract Number

19-719

SAP Number

N/A

## Sheriff/Coroner/Public Administrator

Department Contract Representative  
Telephone Number

John Ades, Captain  
(909) 387-0640

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

Pablo Kot  
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-----  
11/09/2019 through 11/08/2022  
\$21.00 per hour  
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4427051000

### IT IS HEREBY AGREED AS FOLLOWS:

**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 as a Chaplain for the County;

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

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## **I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

Contractor shall be employed as Chaplain with the Sheriff's Department. Contractor shall work cooperatively with the detention center staff under the direction of the Director of Inmate Services, performing a broad range of duties including but not limited to:

- A. Report directly to the Director of Inmate Services.
- B. Shall be ecclesiastically certified in good standing, endorsed for the Jail Chaplaincy Program by a recognized religious body. If such certification is from specialized ministries, i.e. Salvation Army, Religious Men or Women (Brothers/Monks, or Nuns), shall demonstrate appointment to that ministry by appropriate documentation. If claiming membership in any religious faith which does not offer ordination, licensing, or endorsement as a minister, shall submit documentation of training, study, and service as such.
- C. Function as the primary religious representative at each jail facility and liaison with facility staff.
- D. Comply with applicable laws and policies, including but not limited to providing inmates with reasonable opportunities to exercise religious freedoms, and not discriminating among religions.
- E. Stay abreast of the Department's and its Detentions & Corrections Bureau policies as well as individual facilities procedures.
- F. Supervise, coordinate, and sponsor non-denominational worship services, religious counseling, and religious studies for inmates.
- G. Assist the Director of Inmate Services in setting the schedule of religious services and studies, and ensure the schedule is followed.
- H. Supervise, the efforts of correctional ministry volunteers and cooperate in the efforts of such volunteers to serve inmates. Maintain records of volunteers' attendance at their assigned facilities and provide reports, in a format to be determined by the Inmate Services Manager, monthly due the 5<sup>th</sup> business day of each month.
- I. Coordinate and assist facility staff with the entrance of ministry volunteers and visiting clergy into County detention facilities, following successful Inmate Services background clearance and receipt of San Bernardino County Sheriff's Department Building Pass, in addition to ensuring compliance with Sheriff's Department Policy.
- J. Assist Inmate Services with the evaluation and selection of applicants for correctional volunteer ministry at the discretion of the Inmate Services Commander of designee.
- K. Oversee religious services and study groups to assure that established Sheriff's Department, Detention & Corrections Bureau, and facility-specific rules and guidelines are being adhered to and RLUIPA mandates are being met.
- L. Attend regular mandated training as determined by the Inmate Services Manager.
- M. At the direction of Inmate Services, order, screen and distribute various religious material and publications insuring that material received meets security standards, the inmate's needs for such material are met, and there is a strict accounting for all materials distributed.
- N. Read and, when possible, answer and respond to all chaplain request slips whether written or received electronically via Automate Request Slip (ARS).
- O. Review inmate requests for special diets due to religious reasons.

In addition, Contractor is eligible to receive a housing allowance, in the amount of \$801.60 per pay period. To be eligible for the housing allowance, Contractor must work 80 hours per pay period. For purposes of this section, "hours worked" includes paid leave time (e.g. vacation, sick, and holiday leave). In the event Contractor works less than 80 hours per pay period, the housing allowance will be prorated accordingly. For example, if the total hours worked of Contractor for a pay period is 60 hours, then the housing allowance for Contractor for that pay period would be 75 percent of the full housing allowance.

**B. BILINGUAL COMPENSATION**

Contractor, being required to perform bilingual translation as part of his regular duties, shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. Contractor is certified at the verbal skill level and will be compensated in the same manner as Administrative Services Unit.

**C. OVERTIME**

Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. If Contractor is authorized by Sheriff-Coroner, 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 compensating time off at premium hours. Cash payment at the Contractor's regular rate of pay shall automatically be paid for any compensating time which exceeds eighty (80) hours, or for any hours on record immediately prior to termination of Contract.

**D. LEAVE PROVISIONS**

Contractor shall receive, or be subject to, the following Leave Provisions in the same manner and amount as employees in the Administrative Services Unit: Bereavement, Blood Donation, Compulsory, Holiday, Jury Duty, Sick, Vacation.

Refer to Item q 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) to offset the cost of medical plan premiums charged to Contractor. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employee's Retirement Association. The applicable MPS shall be paid directly to the provider of the County-sponsored medical plan in which the eligible Contractor has enrolled. In no case shall the MPS exceed the total cost of the medical insurance premium for the coverage selected (e.g., when the MPS amounts exceed the lowest HMO cost). Contractor shall receive the following MPS amounts, per pay period, as applicable:

Coverage type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$113.91	\$227.82
Employee + 1	\$207.03	\$414.05
Employee + 2	\$295.22	\$590.44

If enrolled in a County-sponsored medical plan and all other Plan eligibility requirements are met, Contractor shall receive a Dental Premium Subsidy (DPS) amount, per pay period, as applicable:

provided the Contractor meets the eligibility requirements (e.g. years of service, etc.) for participation. Contractor shall not receive County contributions to the Trust.

Refer to Item q in this section for processing of unused sick leave balances upon termination of this contract

L. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 457(b) Salary Savings Plan, per the Plan Document. Contractor shall not receive County match contributions with respect to participation in such plan.

M. 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 contributions with respect to participation in either plan.

N. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law when eligible (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. 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.

P. SERVICE AND EFFECT ON BENEFITS

Contractor was a County contract employee immediately prior to entering into this contract, without separation from County employment. Execution of this contract shall not result in separation in County employment for purposes of determining eligibility for and level of benefits including, but not limited to health benefits, leave accrual rates, and retirement benefits. Thus, Contractor's rate for leave accruals is based on the start date of the period of continuous County employment that is extended by this contract. Contractor shall maintain and carry forward Holiday, Vacation, other paid leave, and Sick leave balances. Contractor's retirement contribution rate is based on the date Contractor began participation in the County's general employee retirement system.

Q. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused Vacation and Holiday Leave at the then base rate of pay. Contractor will be eligible to convert the cash value of unused Sick Leave to the Retirement Medical Trust Fund in the same manner and amount as employees in the Administrative Services Unit if eligibility requirements are met. If eligibility requirements are not met at the time of separation, 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 County position without a break in service, the Contractor 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 County 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

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

F. 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. This provision is satisfied if Contractor is a current employee or Contractor who previously met the requirements of this provision.

G. 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.

H. MISCELLANEOUS

Government Code section 53243.2 requires the following provision be included in this Contract: If this Contract is terminated, any cash settlement related to the termination that Contractor may receive from the County shall be fully reimbursed to the County if Contractor is convicted of a crime involving an abuse of his or her office or position, as defined in Section 53243.4.

VI. **CONCLUSION**

This Contract, consisting of nine (9) pages, 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

►



Curt Hagman, Chairman, Board of Supervisors

Dated: NOV 05 2019

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

By ►



(Authorized signature - sign in blue ink)

Name Pablo Kot

(Print or type name of person signing contract)

Title Chaplain


(Print or Type)

Dated: 10-22-2019

Address On File

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►   
Cynthia O'Neill, Supervising Deputy County Counsel  
JAMIE RYAN

Date 10-22-2019

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

John Ades, Captain

Date 10/23/19