

AGREEMENT

This Agreement (the "Agreement"), is entered into on _____, 2018, between THE CITY OF COCONUT CREEK, a municipal corporation of Florida, hereinafter referred to as the "City" and _____, the School Resource Officer, hereinafter referred to as the "SRO." The SRO and the City are collectively referred to herein as the "Parties."

WHEREAS, pursuant to Section 21-1 of the City's Civil Service Code, the City may employ contract employees who serve at-will and who are excluded from the provisions of the Civil Service Code and are not covered under a collective bargaining agreement; and

WHEREAS, the City desires to employ the SRO as such a contract employee to supplement existing positions in order to provide the highest level of safety and service to the City; and

WHEREAS, the SRO agrees to be employed in such capacity in exchange for the consideration stated herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

A. EMPLOYMENT STATUS.

1. The SRO shall be certified as a "Part-time law enforcement officer," as defined by 943.10(6), Florida Statutes.
2. Pursuant to Section 21-1 of the City's Civil Service Code, the SRO will be employed at-will, excluded from the provisions of the Civil Service Code, and shall not be covered under a collective bargaining agreement.
3. The SRO will be assigned to the Police Department, reporting to a Police Sergeant or other ranking officer or supervisor as determined by the Chief of Police.

B. TERM OF AGREEMENT.

1. As an at-will employee, the SRO's employment with the City is not for a fixed or definite period and may be terminated at the will of either Party, with or without cause, and without prior notice.
2. The City shall re-evaluate the continued need for the position through the annual budget process, and this Agreement shall stay in effect unless employment is terminated pursuant to B.1 above.

C. WORK SCHEDULE.

1. The school year shall typically run from August to June, subject to change pursuant to the Broward County School Board schedule, and the SRO's first day of work shall typically begin one (1) week prior to the day students report to school.
2. The SRO shall be required to work the following days/times, with one thousand, four hundred and eighty (1,480) hours of service expected for the school year and week prior to start of school year, barring unscheduled school closures or other extenuating circumstances, plus up to an additional forty (40) hours for training or meetings:

School Days: Monday-Friday, typically starting between 6:30 a.m. and 7:30 a.m., and typically ending between 2:30 p.m. and 3:30 p.m., excluding teacher planning days and holidays.

1. The SRO may be required to work additional hours as needed (e.g., for training during or outside of the school year, for meetings of the Parent Teacher Association, and/or other meetings directly related to the position), and the City reserves the right to alter schedules as needed to stay within the expected annual hours of service and/or to meet the needs of the position.
2. The SRO shall not be allowed to work special details.

D. COMPENSATION

1. The SRO will be paid at an hourly rate of Twenty Eight Dollars and Twenty Six Cents (\$28.26).
2. On the first full pay period starting closest to October 1st each fiscal year (FY), the SRO shall receive a cost-of living adjustment (COLA) based on the April to April Consumer Price Index, U.S. Department of Labor, All Urban Consumers, Miami/Fort Lauderdale Area. For FY19, the COLA represents a 3.5% increase, increasing the hourly pay rate to Twenty Nine Dollars and Twenty Five Cents (\$29.25).
3. In December each year, the SRO shall receive a retention bonus in the amount of Four Thousand Five Hundred Dollars (\$4,500.00) in appreciation and anticipation of continued service for the duration of that school year. In the event the SRO voluntarily separates from the City or is terminated for cause prior to the end of the school year, the SRO shall reimburse the retention bonus on a prorated basis for the number of months not worked.

E. PERFORMANCE AND EVALUATIONS

1. The SRO shall perform work, as detailed in the attached job description.
2. The SRO shall be required to comply with Police Department Policies & Procedures; Police Department General Orders; City Administrative Orders; and City Code of

Ordinances, specifically Chapter 21, Article II, At-Will Employees Policies & Procedures.

3. The SRO shall receive annual evaluations. However, unless otherwise provided herein, the SRO shall not be eligible for pay for performance increases.

F. LEAVE

1. The SRO shall be provided with five (5) paid personal days per school year (i.e., between August-June). These five (5) personal days will be credited at the beginning of the school year (i.e., August), and must be used by the end of the school year (i.e., June). Any unused personal leave will not roll over to subsequent school years and has no cash value.
2. Aside from five (5) personal days, the SRO will only receive pay for hours actually worked. As such, teacher work days and holidays will not be paid.

G. BENEFITS/INCENTIVES

1. The SRO shall not be provided with health insurance benefits.
2. The SRO shall not be eligible for state education salary incentive.
3. Unless prohibited by law, the SRO shall be eligible for participation in the Florida Retirement System (“FRS”), with participation funded by the requisite City and/or employee contributions as mandated by state legislation.
4. The SRO shall be eligible to make voluntary contributions through payroll deduction to City-sponsored individual retirement accounts (“IRAs”) that are made available to other City employees (e.g., 457, traditional and Roth IRAs).
5. The SRO will be allowed a forty dollar (\$40) monthly cellular phone stipend for months worked during the school year, which will be paid through payroll, subject to all applicable withholdings and appropriate payroll deductions.
6. The SRO will be provided with a City-issued laptop. Upon separation from the City, and/or during school year breaks at the Chief of Police’s discretion, the SRO shall be required to return this and all other City-issued equipment to the Property and Evidence Custodian prior to his/her last day of work.
7. The SRO will be permitted the use of a City vehicle while on duty. If the SRO resides in the City of Coconut Creek or within ten (10) miles’ driving distance from Coconut Creek the SRO shall be eligible for assignment of a take-home vehicle during the school year for use as defined by the City. If the SRO resides or relocates outside the permitted boundaries, he or she shall not be eligible for assignment of a take-home vehicle. If the SRO is not eligible for, or declines the assignment of, a take-home vehicle, he or she shall not be eligible for any substitute benefit or compensation.

H. CONTRACT INTERPRETATION

- 1. This Agreement shall be interpreted under the laws of the State of Florida and, in the event of litigation, venue shall lie exclusively in Broward County, Florida.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY OF COCONUT CREEK

BY _____
Mary C. Blasi, City Manager

Attest:

Leslie Wallace May, MMC
City Clerk

Approved as to Form:

Terrill C. Pyburn
City Attorney

SCHOOL RESOURCE OFFICER

Name

The foregoing instrument was acknowledged before me this ____ day of _____ 2018, by _____, who is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgement)

Name of Notary Typed/Printed or Stamped

My Commission Expires:

Commission Number