

## AGREEMENT

This Agreement (the "Agreement"), is entered into on \_\_\_\_\_, 2016, between THE CITY OF COCONUT CREEK, a municipal corporation of Florida, hereinafter referred to as the "City" and \_\_\_\_\_, the Group Exercise Instructor, hereinafter referred to as the "Instructor." The Instructor 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 Instructor as such a contract employee to supplement existing positions in order to provide the highest level of service to the City; and

WHEREAS, the Instructor 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. Pursuant to Section 21-1 of the City's Civil Service Code, the Instructor will be employed at-will, excluded from the provisions of the Civil Service Code, and will not be covered under a collective bargaining agreement.
2. The Instructor will be assigned to the Parks & Recreation Department, reporting to a Parks & Recreation Supervisor or other staff member as determined by the Director of Parks & Recreation.

### **B. TERM OF AGREEMENT**

1. As an at-will employee, the Instructor'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 Instructor shall be required to work the days/times stated in Exhibit A, attached hereto, which may be changed by the City as needed.
2. The Instructor may be requested or required to work additional hours as needed (e.g., to substitute for other Instructors).

**D. COMPENSATION**

1. The Instructor will be paid at an hourly rate of no less than \$35.00 and not to exceed \$45.00, depending on the Instructor's qualifications and specialization of classes to be taught, with the specific rate as stated in Exhibit A, attached hereto.
2. Hourly rates and overtime, if applicable, shall be paid in accordance with the Fair Labor Standards Act.
3. The Instructor's compensation shall be re-evaluated by the City through the annual budget process, and any changes shall be approved through a City personnel action form.

**E. PERFORMANCE AND EVALUATIONS**

1. The Instructor shall perform work identified in the Group Exercise Instructor job description, which may be amended by the City as needed. Fields may include but not be limited to Step Aerobics, Floor Aerobics, Body Sculpting, Circuit Training, Zumba, Yoga, Pilates, Kickboxing, Stretching, and Senior Citizen Classes, and he or she may be required to teach additional classes for which he or she is qualified.
2. The Instructor shall be required to maintain a valid Cardiopulmonary Resuscitation (CPR) Certification and any certifications required for the fields in which he or she is hired to instruct.
3. The Instructor shall be required to comply with Parks & Recreation Department Policies & Procedures; City Administrative Orders; City Code of Ordinances, specifically Chapter 21, Article II, At-Will Employees Policies & Procedures; and the lawful directives of supervisory City personnel.
4. The Instructor shall receive periodic feedback from designated supervisory personnel. However, the Instructor shall not be eligible for pay-for-performance increases.

**F. BENEFITS/INCENTIVES**

1. The Instructor shall not be provided with health insurance benefits.
2. The Instructor shall not be eligible for holiday pay or paid time off.
3. Unless prohibited by law, the Instructor shall be required to participate in the Florida Retirement System (“FRS”), with participation funded by the requisite City and/or employee contributions (currently 3% of salary) as mandated by state legislation, which may be amended by state legislation.
4. The Instructor 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).

**G. 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.

**H. ENTIRETY OF AGREEMENT**

1. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**I. ASSIGNMENT**

1. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

**J. INCORPORATION BY REFERENCE**

1. Exhibit A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

**K. CAPTIONS**

1. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**L. SEVERABILITY**

1. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

**M. PREPARATION OF AGREEMENT**

1. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**N. AMENDMENTS**

1. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

**O. WAIVER**

1. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

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  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Terrill C. Pyburn  
City Attorney

GROUP EXERCISE INSTRUCTOR

\_\_\_\_\_  
*(Instructor's Name)*

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2016, 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