

PREVIOUS RESOLUTION

RESOLUTION NO. 2016-157

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE EMPLOYMENT AGREEMENTS BETWEEN THE CITY OF COCONUT CREEK AND THE COCONUT CREEK POLICE DEPARTMENT'S PART-TIME SCHOOL RESOURCE OFFICERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to employ the services of the Coconut Creek Police Department's Part-time School Resource Officers; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions for the employment of the Coconut Creek Police Department's Part-time School Resource Officers; and

WHEREAS, the Coconut Creek Police Department's Part-time School Resource Officers desire to accept employment from the City of Coconut Creek.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:


Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2: That the City Commission hereby authorizes the City Manager, or designee, to execute the attached hereto and made a part there of Employment Agreement between the City of Coconut Creek and the Coconut Creek Police Department's Part-time School Resource Officers.

Section 4: That all of the terms and conditions of the employment of the Coconut Creek Police Department's Part-time School Resource Officers are set forth in the attached Employee Agreement.

Section 5: That this Resolution shall become effective immediately upon its adoption.

Adopted this 14th day of July, 2016.


Mikkie Belvedere, Mayor

Attest:


Leslie Wallace May, MMC
City Clerk

Belvedere	<u>Aye</u>
Rydell	<u>Aye</u>
Sarbone	<u>Aye</u>
Tooley	<u>Aye</u>
Welch	<u>Aye</u>

AGREEMENT

This Agreement (the "Agreement"), is entered into on July 14, 2016, 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.

- (i) 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.
- (ii) 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.

- (i) 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. Otherwise, should the SRO remain employed until the end of the school year (i.e., June), he/she will be notified as to whether his/her employment will be renewed for the new school year (i.e., August) and whether he/she is requested or required to attend training during the break between school years.

C. WORK SCHEDULE.

- (i) The school year will run from August to June. The SRO's first day of work shall typically begin one (1) week prior to the day students report to school, i.e. August 15, 2016, for the 2016-2017 school year.
- (ii) 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, 7:00 a.m.-3:00 p.m., excluding teacher planning days and holidays.

- (iii) 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.
- (iv) The SRO shall not be allowed to work special details.

D. COMPENSATION

- (i) The SRO will be paid at an hourly rate of twenty-seven dollars and eleven cents (\$27.11),
- (ii) On the first full pay period of October 1st each year, 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 October 2016, the COLA represents a 1.4% increase, increasing the pay rate to \$27.49.

DI. PERFORMANCE AND EVALUATIONS

- (i) The SRO shall perform work, as detailed in the attached job description.
- (ii) 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.
- (iii) The SRO shall receive annual evaluations. However, unless otherwise provided herein, the SRO shall not be eligible for pay for performance increases.

F. LEAVE

- (i) The SRO shall be provided with four (4) paid personal days per school year (i.e., between August-June). These four (4) 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.
- (ii) Aside from four (4) 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

- (i) The SRO shall not be provided with health insurance benefits.
- (ii) The SRO shall not be eligible for state education salary incentive.
- (iii) 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.
- (iv) 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).
- (v) 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.
- (vi) 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.
- (vii) 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.

CONTRACT INTERPRETATION

- (i) 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

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