

The City of Aventura



City Commission
Susan Gottlieb, Mayor

Enbar Cohen
Teri Holzberg
Billy Joel
Michael Stern
Howard Weinberg
Luz Urbáez Weinberg

City Manager
Eric M. Soroka, ICMA-CM

City Clerk
Teresa M. Soroka, MMC

City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske

CITY COMMISSION MEETING AGENDA

APRIL 17, 2014 - 9 AM

Aventura Government Center
19200 West Country Club Drive
Aventura, Florida 33180

1. CALL TO ORDER/ROLL CALL

2. RESOLUTIONS:

A. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, SUPPORTING THE TRI-RAIL COASTAL LINK (TRCL) COMMUTER RAIL SERVICE AND A COMMITMENT TO WORK WITH REPRESENTATIVES OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY TO DEVELOP A COST EFFECTIVE SYSTEM WITH A SOUND FINANCIAL PLAN FOR PROVIDING FOR CAPITAL AND OPERATING COSTS FOR THE RAILROAD SERVICE; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

B. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND OTHERWISE ENTER INTO THAT CERTAIN COLLECTIVELY BARGAINED CONTRACT ATTACHED HERETO BY AND BETWEEN THE CITY OF AVENTURA AND THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION, WHICH CONTRACT SHALL BE EFFECTIVE UPON SIGNATURE BY THE CITY MANAGER AND THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

3. CITY COMMISSION, IN ITS CAPACITY AS THE AVENTURA CITY OF EXCELLENCE SCHOOL BOARD OF DIRECTORS: ORDINANCES – FIRST READING – PUBLIC INPUT:

A. AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, ADOPTING THE ATTACHED CHARTER SCHOOL OPERATING AND CAPITAL BUDGET FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL FOR FISCAL YEAR 2014/15 (JULY 1 – JUNE 30), PURSUANT TO SECTION 4.05 OF THE CITY CHARTER; AUTHORIZING EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; PROVIDING FOR BUDGETARY CONTROL; PROVIDING FOR PERSONNEL AUTHORIZATION; PROVIDING FOR GIFTS AND GRANTS; PROVIDING FOR AMENDMENTS; PROVIDING FOR ENCUMBRANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

- B. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2013-5 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2013/2014 FISCAL YEAR BY REVISING THE 2013/2014 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.**
- 4. MOTION TO APPROVE CITY MANAGER'S PERFORMANCE EVALUATION AS OUTLINED ON EXHIBIT "A".**
- 5. ADJOURNMENT.**

This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 305-466-8901, not later than two days prior to such proceeding. One or more members of the City of Aventura Advisory Boards may be in attendance and may participate at the meeting. Anyone wishing to appeal any decision made by the Aventura City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed at the Office of the City Clerk, City of Aventura Government Center, 19200 W. Country Club Drive, Aventura, Florida, 33180. Anyone wishing to obtain a copy of any agenda item should contact the City Clerk at 305-466-8901.

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

FROM: Eric M. Soroka, ICMA-CM, City Manager 

DATE: April 1, 2014

SUBJECT: **Resolution Supporting the Tri-Rail Coastal Link Commuter Rail Services**

April 17, 2014 Commission Meeting Agenda Item 2-A

RECOMMENDATION

It is recommended that the City Commission approve the attached Resolution supporting the Tri-Rail Coastal Link (TRCL) Commuter Rail Services.

BACKGROUND

The Tri-Rail Coastal Link is a proposed 85 mile commuter rail corridor from Downtown Miami to Jupiter with 20 to 25 new stations linking 28 cities. The City of Aventura will be served by a station located west of the FEC railroad tracks. Representatives from the (TRCL) track will be present at the meeting and provide an update on the project to the City Commission.

EMS/act

Attachment

CCO1842-14

RESOLUTION NO. 2014-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, SUPPORTING THE TRI-RAIL COASTAL LINK (TRCL) COMMUTER RAIL SERVICE AND A COMMITMENT TO WORK WITH REPRESENTATIVES OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY TO DEVELOP A COST EFFECTIVE SYSTEM WITH A SOUND FINANCIAL PLAN FOR PROVIDING FOR CAPITAL AND OPERATING COSTS FOR THE RAILROAD SERVICE; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Florida East Coast (FEC) Railway historically operated passenger rail service along Florida's east coast, and many South Florida municipalities developed around its passenger stations; and

WHEREAS, large portions of the South Florida region's population and businesses are concentrated within those municipalities where roadway traffic congestion is now degrading the quality of their residents' lives and stifling the growth of trade and commerce; and

WHEREAS, commuter rail service would help mitigate the worsening traffic congestion, improve air quality and reduce fuel consumption in an environmentally sustainable manner; and

WHEREAS, municipalities along the FEC rail corridor are actively redeveloping their downtown centers which straddle the rail corridor and desire transit oriented development (TOD) , which generally accompanies rail stations; and

WHEREAS, commuter rail service would provide jobs, expand the tax base and increase revenues to strengthen the local and regional economies while providing improved access to job opportunities and greater mobility for the transit dependent members of the community.

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

Section 1: Support .

- A. That the City Commission of the City of Aventura, Florida, hereby supports the Tri-Rail Coastal Link (TRCL) Commuter Rail Service and a commitment to work with representatives of the Florida Department of Transportation and the South Florida Regional Transportation Authority to develop a cost effective system with a sound financial plan for providing for capital and operating costs for the railroad service.
- B. That the City Commission understands that the Miami-Dade County funding participation level will be determined by the Miami-Dade County Board of County Commissioners (BCC) and that this project will ultimately move forward upon approval as a component of the respective Cost Feasible Transportation Plans by the Miami-Dade, Broward, and Palm Beach Metropolitan Planning Organizations.

Section 2: That the City Manager of the City of Aventura is hereby authorized to do all things necessary to carry out the aims of this Resolution.

Section 3. That this Resolution shall become effective immediately upon its passage and adoption by the City Commission.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Michael Stern	_____
Commissioner Howard Weinberg	_____
Commissioner Luz Urbàez Weinberg	_____
Vice Mayor Billy Joel	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 17th day of April, 2014.

Susan Gottlieb, Mayor

Attest:

Teresa M. Soroka, MMC
City Clerk

Approved as to Form and Legal Sufficiency:

City Attorney

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

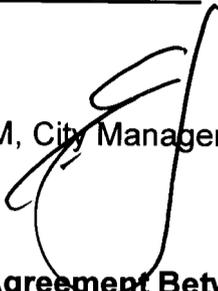
MEMORANDUM

TO: City Commission

FROM: Eric M. Soroka, ICMA-CM, City Manager

DATE: April 4, 2014

SUBJECT: **Collective Bargaining Agreement Between the City and the Police Benevolent Association**



April 17, 2014 City Commission Meeting Agenda Item 2-B

RECOMMENDATION

It is recommended that the City Commission adopt the attached Resolution authorizing the City Manager to execute the subject document.

BACKGROUND

The City Administration and PBA finalized a Collective Bargaining Agreement. The Agreement is for the period of October 1, 2013 to September 30, 2016. The Agreement conforms to the parameters established by the City Commission.

If you have any questions, please feel free to contact me.

EMS/act

Attachment

CCO1840-14

RESOLUTION NO. 2014-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND OTHERWISE ENTER INTO THAT CERTAIN COLLECTIVELY BARGAINED CONTRACT ATTACHED HERETO BY AND BETWEEN THE CITY OF AVENTURA AND THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION, WHICH CONTRACT SHALL BE EFFECTIVE UPON SIGNATURE BY THE CITY MANAGER AND THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, THAT:

Section 1. The Collectively Bargained Contract, attached hereto and incorporated herein, is hereby accepted by the City Commission, and the City Manager is hereby authorized on behalf of the City to execute and otherwise enter into said Collective Bargaining Agreement by and between the City of Aventura and the Dade County Police Benevolent Association.

Section 2. The City Manager is hereby authorized to do all things necessary and expedient in order to effectuate the execution of the Agreement described in Section 1 above and to carry out the aims of this Resolution.

Section 3. This Resolution shall become effective immediately upon its adoption with certain sections retroactive to October 1, 2013 and February 1, 2014 and upon the execution of the Agreement by the City Manager and the Dade County Police Benevolent Association representatives.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Michael Stern	_____
Commissioner Luz Urbáez Weinberg	_____
Commissioner Howard Weinberg	_____
Vice Mayor Billy Joel	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED this 17th day of April, 2014.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

**AGREEMENT
BETWEEN
THE CITY OF AVENTURA, FLORIDA**

AND

DADE COUNTY POLICE BENEVOLENT ASSOCIATION

October 1, 2013 to September 30, 2016

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ARTICLE 1

Preamble

This Agreement is entered into this ____ day of _____, 2014 by and between the City of Aventura, a Florida Municipal Corporation, hereinafter referred to as "THE CITY" or "CITY" or "EMPLOYER" and the Dade County Police Benevolent Association hereinafter referred to as "PBA" or "Association".

WHEREAS, this Agreement reduces to writing the understandings of the City and the PBA to comply with the requirements contained in Chapter 447, Florida Statutes, as amended; and

WHEREAS, this Agreement is entered into to promote a harmonious relationship between the City and the PBA and to encourage more effective employee service in the public interest; and

WHEREAS, it is understood that the City is engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well being of the public and the PBA recognizes the need to provide continuous and reliable service to the public;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

ARTICLE 2

Recognition

The City recognizes the PBA as the exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for those employees included within the certified bargaining unit described in PERC Certification No. 1237 (January 15, 1999).

Included: Sworn police personnel of the ranks of Police Officer and Police Sergeant.

Excluded: All other Department employees.

ARTICLE 3

Non-Discrimination

Section 1. The City and PBA agree not to discriminate against any employee covered by this Agreement because of age, sex, marital status, race, color, creed, national origin, religious affiliation, physical handicap or disability or sexual orientation.

Section 2. The parties agree not to interfere with the rights of employees to become members of PBA, or to refrain from such activities and that there shall be no discrimination, interference, restraint or coercion by the parties against any employee because of membership or non - membership.

ARTICLE 4

Dues Deductions

Section 1. PBA members may authorize payroll deductions for the purpose of paying PBA dues. Any member of the PBA who has submitted a properly executed dues deduction form to the City Manager or his or her designee may have his or her membership dues in the PBA deducted from his or her wages. No authorization shall be allowed for payment of initiation fees, assessments, or fines. Payroll deductions shall be revocable at any time upon request by the employee to the CITY and PBA in writing. The payroll deduction cancellation shall be effective thirty (30) days after receipt of notice revocation.

Section 2. Dues deducted shall be transmitted to the PBA on a monthly basis, accompanied by a list of those employee's names whose dues are included.

Section 3. It shall be the responsibility of the PBA to notify the City Manager or his designee, in writing of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change.

Section 4. The PBA shall indemnify, defend and hold the City harmless against any and all claims, suits, orders, and judgments brought and issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

Section 5. The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of appropriate PBA dues. When a member is in a non-pay status for an entire pay period, dues deduction from future earnings may not be made to cover that pay period. In the case of an employee who in non-pay status during only part of the

pay period, if available wages are not sufficient to cover the full dues deduction, no deduction shall be made. In this connection all legally required deductions have priority over dues.

ARTICLE 5

Management Rights

Section 1. The PBA recognizes the right of the City to operate, manage and direct all affairs of all departments within the City, except as otherwise expressly provided elsewhere in this Agreement, including the right:

(a) To exercise complete and unhampered control to manage, direct, and totally supervise all employees of the City.

(b) To hire, promote, transfer, schedule, train, assign and retain employees in positions with the City and to establish procedures therefor.

(c) To suspend, demote, discharge, lay off, or take other disciplinary action for just cause against employees in accordance with this collective bargaining Agreement, the City's Personnel Policies and Regulations, procedures and departmental policies.

(d) To maintain the efficiency of the operations of the Police Department.

(e) To determine the structure and organization of City government, including the right to supervise, subcontract, expand, consolidate or merge any department, and to alter, combine, eliminate, or reduce any division thereof.

(f) To determine the number of all employees who shall be employed by the City, the job description, activities, assignments, and the number of hours and shifts to be worked per week, including starting and quitting time of all employees.

(g) To determine the number, types, and grades and salary structures of positions or employees assigned to an organizational unit, department or project, and the right to alter, combine, reduce, expand or cease any position.

(h) To set its own standards for services to be offered to the public.

(i) To determine the location, methods, means and personnel by which operations are to be conducted.

(j) To determine what uniforms the employees are required to wear while on duty.

(k) To set procedures and standards to evaluate City employees job performance.

(l) To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions.

(m) To determine internal security practices.

(n) Introduce new or improved services, maintenance procedures, materials, facilities and equipment, and to have complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral changes when necessary.

(o) Control the use of equipment and property of the City.

(p) To formulate and implement department policy, procedures rules and regulations.

Section 2. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees, at the discretion of the City, may be required to perform duties not within their job description, but within the realm of related duties.

Section 3. Any right, privilege, or function of the City, not specifically released or modified by the City in this Agreement, shall remain with the City.

ARTICLE 6
PBA Business

Section 1. The City shall provide PBA with a bulletin board. A copy of all notices or bulletins of the PBA that are to be posted shall be submitted to the City Manager, or designee. There shall be no other general distribution or posting by employees of pamphlets, advertising or political matter, notices, or any kind of literature upon City property other than as herein provided. The bulletin boards authorized by the City for use by PBA may be used by the PBA under the terms of this Article, only for the purpose of posting the following notices and announcements:

- (a) Notices of PBA meetings;
- (b) Notices of PBA elections;
- (c) Notices of PBA appointment to office;
- (d) Notices of PBA recreational and social affairs;
- (e) Notices of Collective Bargaining Agreement ratification meetings; and
- (f) Minutes of Association Meetings.

Official PBA representatives shall post all notices. Any intentional violation of this provision by the PBA shall result in the privilege of such use of the bulletin boards being withdrawn.

ARTICLE 7

PBA Representation

Section 1. Neither party in negotiations shall have any control over the selections of the negotiating or bargaining representative of the other party. The bargaining committee of the PBA shall not consist of more than four individuals, at least one of whom must be a member of the Aventura bargaining Unit. No more than two PBA bargaining unit representatives shall be released from duty with pay for purposes of collective bargaining. The PBA will furnish the City with a written list of the PBA bargaining committee, prior to the first bargaining session, and will substitute changes thereto in writing to the City. The City agrees to alter or flex the schedule of any PBA representative to allow the representatives to attend bargaining sessions on duty regardless of shift, so long as it does not create an overtime situation or cost to the City.

Section 2. PBA representatives shall be allowed to communicate official PBA business to members prior to on-duty roll call.

Section 3. After securing permission from the Police Chief or his designee, PBA representatives and agents may be permitted to discuss PBA grievances with members during their duty hours provided such discussions shall not interfere with the performance of the member's duties and service to the community, as determined by the Police Chief.

Section 4. Special conferences on important matters will be arranged as necessary between the officers of the PBA and the City Manager or Police Chief upon the request of either party. PBA representatives shall be limited to not more than two on-duty persons.

Section 5. The PBA agrees that there shall be no solicitation of City employees for membership in the PBA, signing up of members, collection of

initiation fees, dues or assessments, meetings, distribution of PBA or affiliated PBA literature or any other business activity of the PBA on City time and during the working hours of City employees.

Section 6. Off-duty time spent on negotiations or grievances shall not be deemed "hours worked" as defined by FLSA, nor shall such time be accrued toward overtime in any employees work day or workweek.

Section 7. The City and the PBA agree that there will be no collective bargaining negotiations attempted or entered into between any persons other than the City Manager and/or his designee and designated representatives of the Association. Any attempt to circumvent the proper bargaining process shall be deemed grounds for either party to file an unfair labor practice and shall result in appropriate charges being filed against the offending party.

ARTICLE 8

No Strike

Section 1. "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of their duties of employment with the City, participation in a deliberate and concerted course of conduct which adversely affects the services of the City, picketing or demonstrating in furtherance of a work stoppage, either during the term of or after the expiration of a collective bargaining agreement.

Section 2. Neither the PBA, nor any of its officers, agents and members, nor any employee organization members, covered by this Agreement, will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sick-out, concerted stoppage or work, illegal picketing, or any other interruption of the operations of the City.

Section 3. Each employee who holds a position with the PBA occupies a position of special trust and responsibility in maintaining and bring about compliance with this Article and the strike prohibition in Section 447.505, Florida Statutes and the Constitution of the State of Florida, Article 1, Section 6. Accordingly, the PBA, its officers, stewards and other representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this

Article and the law by remaining at work during any interruption which may be initiated by others; and their responsibility, in event of breach of this Article or the law by other employees and upon the request of the City, to encourage and direct employees violating this Article or the law to return to work, and to disavow the strike publicly.

Section 4. Any or all employees who violate any provisions of the law prohibiting strikes or of this Article may be dismissed or otherwise disciplined by the City.

Section 5. The City agrees to adhere to the provisions of Chapter 447, Florida Statutes, regarding the prohibition on lockouts.

ARTICLE 9

Legal Representation

Section 1. Whenever a civil suit in tort is brought against an employee for injuries or damages suffered as a result of any act, event, or omission of action which is alleged to have occurred while the employee was on duty or acting within the scope of his/her employment, the City will investigate the circumstances to determine whether the employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

Section 2. If the City determines that the employee did not act in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property, the City shall undertake the defense of the employee as required by law. Said defense shall cease upon judicial finding, or finding by the City, that the employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

ARTICLE 10

Salaries

Section 1. All police officers and sergeants employed by the City as of the date of ratification of this Agreement shall receive a three and one half percent (3.5%) cost of living increase beginning the first full pay period starting in February 2014.

Section 2. All police officers and sergeants employed by the City on October 1, 2015 shall receive a four percent (4%) cost of living increase beginning the first full pay period starting in October 2015. Exhibit A to this Agreement sets forth the salary plan for officers and sergeants resulting from the foregoing cost of living increases.

Section 3.

(a) All employees covered by this Agreement, provided that they have earned a quality point average on their evaluation of 3.5 or more shall be eligible for a merit salary increase, (move to the next step in the pay plan) except as provided in Section (b) herein, on the employee's anniversary date. The anniversary date shall be defined as the employee's entrance date into his/her present position. Any employee who fails to receive a quality point average of 3.5 or more shall be reevaluated in sixty days. If the employee then receives a rating of 3.5 or more the employee shall receive his/her merit increases.

(b) Employees covered by this Agreement, who reach the maximum step of their respective salary plans shall not be eligible for merit/step increases.

Section 4. Promotions In the event of a promotion, an employee will be placed in the minimum pay step of his/her promoted position or the next highest step which will be no less than a 5.0% increase, in his/her present salary whichever affords the employee a higher increase.

Section 5. Salary Ranges All employees covered by this Agreement, hired after October 1, 2013, shall receive the minimum salary step, as outlined in the Salary Schedule outlined herein for their appropriate position classification upon his/her original appointment or based on their previous experience as a police officer may be slotted in the pay plan as approved by the City Manager.

Section 6. Detectives An employee assigned as a Detective by the Police chief shall receive a pay incentive of \$50.00 per week. Employees serving in a Detective capacity serve in said capacity at the pleasure of the Police Chief. No grievance proceeding may be filed by an affected employee when said employee's Detective capacity is terminated.

Section 7. Field Training Officer An employee assigned as a Field Training Officer by the Police Chief shall receive a pay incentive of \$40.00 per week. Employees serving in a Field Training Officer capacity serve in said capacity at the pleasure of the Police Chief. No employee grievance may be filed by an affected employee when said employee's Field Training Officer capacity is terminated.

Section 8. K-9 Officer and Swat Team An employee assigned as a K-9 Officer by the Police Chief shall receive a pay incentive of \$40.00 per week. An employee assigned as a member of the SWAT team by the Police Chief shall receive a pay incentive of \$20.00 per week. Employees serving in said capacity serve at the pleasure of the Police Chief. No employee grievance may be filed by an affected employee when said employee's capacity is terminated.

Section 9. Traffic Unit, SRO and Marine Patrol An employee assigned to the traffic unit, SRO or Marine Patrol by the Police Chief shall receive a pay incentive of \$25.00 per week. Employees serving in said capacities shall service

at the pleasure of the Police Chief. No employee grievance may be filed by an affected employee when said employee's capacity is terminated.

ARTICLE 11

Severability Clause And Zipper Clause

Section 1. Should any provision of this collective bargaining agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted state or federal law, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to immediately meet and confer concerning any invalidated provision(s).

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement contains the entire Agreement of the parties on all matters relative to wages, hours, terms and conditions of employment as well as all other matters, which were or could have been negotiated prior to the execution of this Agreement. This Section does not prohibit the parties from entering into negotiations concerning the terms of a successor Agreement.

ARTICLE 12

Rules, Directives And Personnel Policies

Section 1. The parties agree that the City may promulgate Personnel Policies, Administrative Policy Directives and Procedures (APDP) issued by the City Manager and the General Orders issued by the Chief of Police and they shall apply to all bargaining unit members. Any changes to the Personnel Policies, Administrative Policy Directives and Procedures Manual and General Orders shall be copied to the PBA.

Section 2. In the event of any conflict between the terms of this Agreement, the APDP, Police Procedures, or the Personnel Policies, this collective bargaining agreement shall supercede to the effect that the inconsistent terms and conditions of this negotiated Agreement, if any, shall control.

Section 3. Existing employee benefits, attendance and leave and hiring and employment practices contained in the Personnel Policies, the APDP and Police Procedures and/or the General Orders are hereby incorporated herein and shall apply to all bargaining unit members.

Section 4. The City shall provide a copy of Personnel Policies, Administrative Policy Directives and Procedures (APDP) issued by the City Manager, Procedural Directives issued by the Chief of Police and a Code of Ordinances to the Association at no cost.

ARTICLE 13

Grievance Procedure

Section 1. In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from any alleged violation of the specific terms of this Agreement.

An aggrieved employee may elect to resolve his/her grievance through the grievance procedure provided in this Agreement or through the City's Employee Concern Procedure as set forth in Chapter 4 of the City's Personnel Policies. However, only one of the above procedures may be used. Once a grievance is filed under one of these procedures, all other appeal procedures are forfeited.

Grievances relating to alleged violations of the specific terms of this Agreement filed in accordance with this Article shall be processed in the following manner.

Section 2. Verbal Grievance

Step 1

Whenever an employee has a grievance, he should first present it verbally to his immediate supervisor within ten (10) days of the event giving rise to the grievance. It is the responsibility of the supervisor to attempt to arrange a mutually satisfactory settlement of the grievance within seven (7) calendar days of the time when it was first presented to him, or failing in that, must within that time advise the employee of his inability to do so. Such contact between the employee and supervisor shall be on an informal basis.

Section 3. Formal Grievance Procedure

Step 2

If the aggrieved employee is not satisfied with Step 1 answer, he/she may, within ten (10) calendar days following the day on which he/she received the Step 1 answer, reduce the grievance to writing and submit it to the Shift Sergeant. The grievance shall be signed by the employee and shall specify: (a) the date of the alleged grievance; (b) the specific article or articles and section or sections of this Agreement allegedly violated; (c) the facts pertaining to or giving rise to the alleged grievance; and (d) the relief requested. The Shift Sergeant may informally meet with the grievant to address the grievance. A PBA representative may be present at the meeting upon the grievant's request. The Shift Sergeant shall reach a decision and communicate in writing to the aggrieved employee and PBA within ten (10) calendar days of receipt of the grievance.

Step 3

If the grievance is not resolved at Step 2, or if no written disposition is made within the Step 2 time limits, he/she shall have the right to appeal the Step 2 decision to the Chief of Police or his/or her designee within seven (7) calendar days of the due date of the Step 2 response. Such appeal must be accompanied by a copy of the original written grievance, together with a signed request from the employee requesting that the Step 2 decision be reversed or modified. The Chief of Police or his/her designee may conduct a meeting with the grievant and his/her PBA representative, if needed. The Chief of Police or his/or her designee shall, within ten (10) calendar days after the presentation of the grievance (or such longer period of time as is mutually agreed upon in writing), render his/her decision on the grievance in writing to the aggrieved employee and PBA.

Step 4

If the grievance is not resolved at Step 3, or if no written disposition is made within the Step 3 time limits, he/she shall have the right to appeal the Step 3

decision to the City Manager or his or her designee within seven (7) calendar days of the date of the issuance of the Step 3 decision. Such appeal must be accompanied by the filing of a copy of the original written grievance, together with a request form signed by the employee requesting that the Step 3 decision be reversed or modified. The City Manager or his/her designee shall conduct a meeting with the grievant and his/her PBA representative, if needed. The City Manager or his/her designee shall, within ten (10) calendar days (or such longer period of time as is mutually agreed upon in writing), render his/her decision in writing to the aggrieved employee and PBA.

Section 4. A grievance not advanced to the higher step within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City to answer within the time limits set forth in any step will entitle the employee to proceed to the next step. The time periods contained herein may be mutually waived or extended due to unforeseen circumstances.

Section 5. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly to the Chief of Police or his/her designee at Step 3 of the grievance procedure, within the time limit provided for the submission of the grievance in Step 1, and signed by the aggrieved employees or the PBA representative on their behalf.

Section 6. In the event a grievance relating to the interpretation of this Agreement or relating to a discipline matter involving termination of employment, demotions for non-probationary employees, or suspensions of two (2) days or more, processed through the grievance procedure has not been resolved at Step 4, the City or the PBA may submit the grievance to arbitration within ten (10) calendar

days after the City Manager (or a designee) renders a written decision on the grievance, or the due date of that decision if no written decision is made. An individual bargaining unit member may not proceed to arbitration without the consent of the PBA. Matters relating to assignment, hiring, promotion, demotion of probationary employees, suspensions less than two (2) days and other discipline not involving a loss of pay shall not be subject to arbitration and the City Manager's decision shall be final and binding. Grievance concerning suspensions of two (2) or more days, demotions of non-probationary employees and terminations of employment may be initiated in writing at Step 4, provided that they are filed with the City Manager within ten (10) days of the date on which the employee is notified of the discipline.

Section 7. The arbitrator may be any impartial person mutually agreed upon by the parties. In the event the parties are unable to agree upon said impartial arbitrator within ten (10) calendar days after the City or PBA request arbitration, the parties shall jointly request a list of five (5) names from the Federal Mediation and Conciliation Service. Within ten (10) calendar days of receipt of the list, the parties shall alternately strike names, the City striking first. The remaining name shall act as the Arbitrator.

Section 8. The City and the PBA shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the Arbitrator shall confine his/her decision to the particular grievance specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the Arbitrator, the Arbitrator will confine his/her consideration and determination to the written statement of the grievance and the response of the other Party. Copies of any documentation provided to the Arbitrator by either party shall be simultaneously provided to the other party.

Section 9. The Arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The Arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration. The Arbitrator may not issue declaratory or advisory opinions.

Section 10. Copies of the Arbitrator's decision shall be furnished to both parties within thirty (30) days of the closing of the Arbitration hearing. The Arbitrator's decision will be final and binding on the parties.

Section 11. Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The impartial Arbitrator's fee and any related expenses including any cost involved in requesting a panel of arbitrators, shall be paid by the non-prevailing party. The hearing room, shall be supplied and designated by the City. Any person desiring a transcript of the hearing shall bear the cost of such transcript, unless both parties mutually agree to share such cost.

Section 12. Unless otherwise agreed to by both parties, grievances under this Agreement shall be processed separately and individually. Accordingly, only one (1) grievance shall be submitted to an Arbitrator for decision in any given case. Settlement of grievances prior to the issuance of an arbitration award shall not constitute a precedent or an admission that the Agreement has been violated.

ARTICLE 14

Seniority

Section 1. Seniority shall consist of continuous accumulated paid service with the City. Seniority shall be computed from the date of appointment within a particular job classification or rank. Seniority shall accumulate during absence because of illness, injury, vacation, military leave, or other authorized leave.

Section 2. Seniority shall govern the following matters:

(a) Vacations for each calendar year shall be drawn by employees on the basis of seniority preference. (b) In the event of a reduction in force or a layoff for any reason, members of the police force shall be laid off in the inverse order of their seniority in their classification. Any member who is to be laid off who has advanced to a higher classification from a lower permanent classification shall be given a position in the next lower classification in the same department. Seniority in the lower classification shall be established according to the date of permanent appointment to that classification and the member in the classification with the least seniority shall be laid off. Members shall be called back from layoff according to the seniority in the classification from which the member was laid off. Generally, shifts and days off will be subject to seniority, however the Police Chief reserves the right to make necessary changes based on operational necessity.

Section 3. No new Police Officer shall be hired in any classification until all members of the police force on layoff status in that classification have had an opportunity to return to work, provided that individual maintains reasonably the same physical condition as on the date of layoff.

Section 4. The term "classification" has been used above in regard to layoffs, etc. The definition of the term classification means job classification such

as Police Officer or Sergeant, not job assignment such as Detective or whatever other assignments may come up from time to time.

ARTICLE 15

Labor-Management Committee

Section 1. The City and the PBA shall each name up to three (3) individuals who are employed by the City of Aventura as members of the Labor-Management Committee. This Committee may meet and confer regarding any issues related to the Police Department, which either party would like to discuss. This shall not constitute renegotiations of the Agreement, but shall serve as a forum for exchange of suggestions and recommendations. The Labor-Management Committee may meet at mutually agreeable times, but not more than once a month.

ARTICLE 16

Work Week and Overtime

Section 1. Forty (40) hours shall constitute a normal work week for employees covered by this Agreement. Nothing herein shall guarantee any member payment for a forty (40) hour work week unless the member actually works forty (40) hours or the actual hours worked and the authorized compensated leave total forty (40) hours. Authorized compensated leave shall mean leave compensated under existing City policy or the provisions of this collective bargaining agreement, (e.g. sick days, vacation time, holidays, compensation time, educational leave).

Section 2. Hours worked in excess of the regular forty (40) hour work week shall be compensated at the rate of time and one-half of the employee's regular straight time, or the equivalent in compensatory time so long as said compensatory time is taken in accordance with the Federal Fair Labor Standards Act in effect during the length of this Agreement. Overtime will be calculated in conformance with the Federal Fair Labor Standards Act.

Section 3. In the computation of work hours constituting the base forty (40) hours and/or overtime hours, the following rules apply:

(a) Sick leave shall not be counted as hours worked for the computation of overtime.

(b) Time spent on private duty details shall not be included.

(c) The work week, until changed by management (which is a management right) upon due notice to the member employees, shall commence Monday and terminate at midnight on Sunday.

Section 4. The department will establish the hours of work best suited to meet the needs of the City to provide superior service to the community. The City

agrees to implement, on a trial basis, a 4/10 work schedule for Patrol shifts (A, B and C) only, not including the Mall detail. The continuation of the 4/10 schedule will be evaluated prior to each bid, based on the following criteria: Overtime costs, Compensatory Time earned and usage, Sick Leave use, Training issues and Cooperation between shifts during overlap periods. The continuation of the 4/10 schedule will be announced each bid. Once a shift bid is completed, the City agrees to continue the program for the remaining period of that bid. Patrol shifts will not adopt back to back shifts. No employee grievance shall be filed if the 4/10 work schedule is discontinued

Section 5. Bargaining unit employees will be given seven (7) days notice of any change in their regular hours of work except where an emergency exists.

Section 6. Compensatory time off must be taken in accordance with the Federal Fair Labor Standards Act and City policy concerning compensatory time off. The maximum accumulation of compensatory time is 130 hours on an annual basis. An employee may cash in up to 60 hours per year provided notification is received by the Police chief by November 1 for December 1 pay out. Upon resignation or termination of employment, all compensatory time remaining to an employee's credit shall be compensated in cash.

Section 7. Assignments to the Aventura Mall shall be the sole discretion of the Chief of Police and are neither grievable nor arbitrable. The personnel, work schedule and work week for the Mall assignment will be designated by the Chief of Police or his designee.

ARTICLE 17

Off-Duty Police Work

Section 1. Off-duty police work as authorized by the Police Chief shall be compensated at the rate of not less than thirty five dollars (\$35.00) per hour for all bargaining unit members. There shall be an administrative fee of no less than seven dollars and fifty cents (\$7.50) per hour charged by the City.

Section 2. Off-duty employers will guarantee a minimum employment period of three (3) hours off-duty for each assignment requested of the Police department (work assignments can be split between officers).

Section 3. Personnel assigned to off-duty law enforcement jobs shall be fully protected in case of injury during such assignment by the City's Workers Compensation coverage.

Section 4. Assignments of off-duty police work shall, be fairly and evenly distributed among eligible bargaining unit members. Full time employees shall have the right of first refusal in off-duty detail police work assignments.

Section 5. When a detail requires four (4) or more police officers, whenever possible, one of the four officers will be a supervisor. The supervisor shall be compensated at the rate of not less than forty dollars (\$40.00) per hour. There shall be an administrative fee of not less than seven dollars and fifty cents (\$7.50) per hour charged by the City. If no supervisor is available to work the detail, then the on-duty supervisor will be assigned to monitor the detail. Supervisors who work regular off duty jobs will be compensated at the officer's rate in Section 1, above.

Section 6. The off-duty rates set forth in Sections 1 and 5 above shall be increased to fifty five dollars (\$55.00) per hour for officers and sixty five dollars (\$65.00) per hour for supervisors for any off-duty police work performed on

Thanksgiving, Day After Thanksgiving, Christmas Eve, Christmas Day and/or
New Year's Eve.

ARTICLE 18

Equipment and Maintenance

Section 1. Upon hiring by the City of Aventura, all new employees shall receive from the City, an initial issue as determined by the Police Chief in accordance with departmental standards. The City will replace uniforms when they become unserviceable in accordance with departmental standards.

Section 2. Any uniform including handcuffs and eyeglasses of an employee which is damaged or broken in the line of duty shall be repaired or replaced at no cost to the employee. The City shall replace wristwatches damaged while in the line of duty and not due to the employee's neglect by payment to the employee up to \$75.00 and replace prescription eye glasses or contacts damaged while in the line of duty up to \$125 and non-prescriptive eye glasses up to \$25.00. The City shall replace handcuffs at the City's expense, when not lost or damaged due to the employee's carelessness. The parties recognize that this section is intended to be utilized to reimburse employees covered by this agreement for damage to their personal property as opposed to negligent or careless loss thereof or improper use of such equipment.

Section 3. All risk of damage, loss and/or destruction to any items of a personal nature, except as referred to in Section 2 above, damaged in the line of duty while used to aid and improve vision, while on duty, is assumed by and shall be the exclusive responsibility of the unit member. The City agrees to provide each unit member with equipment necessary to perform the function of the job in lieu of the use of personal property as contemplated above.

Section 4. All items of equipment issued by the City and not considered expendable shall be returned upon termination of employment or appropriate reimbursement made subject to allowance for normal wear and tear.

Section 5. After six (6) months of service the City will pay employees uniform maintenance in the amount of \$600 (\$300 on October 1st and \$300 on April 1st). Employees assigned to the Detective Division shall receive uniform maintenance in the amount of \$850 (\$425 on October 1st and \$425 on April 1st). The parties recognize that the payments set forth in this Section are intended to reimburse employees covered by this agreement for the cost of maintaining their-City issued uniforms and that no claim should be made for reimbursement for damage that occurs to such items.

ARTICLE 19

Personnel Records

Section 1. All personnel records of the employees shall be kept confidential and shall not be released to any person without having received a public records request or as required by law. The City will be bound by Florida State Statute Chapter 119 and any existing or future Attorney General's opinion regarding the release of personnel records. Except as otherwise required by Florida State Statute Chapter 119, and for the ease of understanding of the employees, this shall mean that at no time shall the news media be directly or indirectly furnished by the City with the home address, telephone number, or photograph of any employee without his/her express written consent.

Section 2. Upon reasonable request, an employee may review his/her personnel records. The member shall have the right to make duplicate copies of this record for his/her use, at no cost to the employee and the City agrees that no personnel records of the member shall be concealed from the member's inspection.

Section 3. Employees shall have the right, if they desire, to submit written comments, (including signed witness statements, under oath) with reference to derogatory performance evaluations, citizen's complaints, and any other written documentation which the employee feels is detrimental.

Section 4. Personnel files shall at no time, without the permission of the City Manager be removed from the Police Station and/or Human Resources Division.

ARTICLE 20

Bereavement Leave

Section I. In the case of death of an immediate member of the family (mother, father, sister, brother, spouse, child, stepmother, stepfather, stepchild, mother-in-law, father-in-law, grandchild, grandmother, or grandfather), full-time employees who have been in the employ of the City for three (3) months or more will receive up to four (4) days' paid leave for in-state (Florida) funerals and up to five (5) days paid leave for out-of-state funerals without charge to vacation leave credits. Any absence in excess of this amount will be charged to vacation leave or leave of absence may be arranged if an extended period is required, with the authorization of the City Manager.

ARTICLE 21

Holiday Leave

Section 1. Employees shall be eligible for the following schedule of paid holidays. When a holiday falls on Saturday, the previous Friday will be observed, and if the holiday falls on Sunday, the following Monday will be observed.

New Year's Eve Day 1/2 day
New Year's Day
Martin Luther King's Birthday
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving
Day after Thanksgiving
Christmas Eve Day 1/2 day
Christmas Day

Section 2. Where it is necessary to maintain regular services requiring an employee to work on an official holiday, in addition to regular pay for time worked on a holiday, such employee shall receive an extra day's pay or half a day's pay, depending on the holiday outlined above, provided the employee exceeds the normal work week.

Section 3. If an employee is on authorized leave when a holiday occurs, that holiday shall not be charged against leave (authorized leave refers to vacation, illness, injury, compensation time, etc.). The employee must work the day before and the day after each holiday to be eligible for holiday pay with the exception of normal days off or excused absences.

ARTICLE 22

Personal Leave

Section 1. All employees hired before April 1st of any calendar year shall be granted twenty four (24) hours of Personal Leave for that calendar year. New employees hired on or after April 1st of any calendar year shall be granted sixteen (16) hours Personal Leave for that calendar year. New employees hired on or after July 1st of any calendar year shall be granted eight (8) hours Personal Leave for that calendar year. Personal leave shall be used for personal reasons, religious observances and transaction of personal business. No payment shall be made upon separation from City service for any unused Personal leave. No carry-over of Personal leave shall be permitted from year-to-year. Said leave shall be granted upon the approval of the City Manager and /or Department director.

ARTICLE 23

Training

Section 1. The City agrees to provide the necessary in-service training to keep each officer in compliance with minimum State standards.

Section 2. When possible, each officer will be provided an additional forty hours of in-service training annually.

ARTICLE 24

Transfers, Shift Changes and Substitutions

Section 1. It shall be the sole right of the City to transfer employees within the Police department for the betterment of the service providing such transfers are accomplished in an equitable manner, consistent with the health, safety and welfare of the City.

Section 2. Normal schedule changes shall be posted at least fourteen (14) days in advance. Unless mutually agreed by both parties, schedule changes made, in between normal rotations, shall only be made with a minimum of one (1) week notice.

Section 3. Voluntary exchange of individual workdays between employees of like rank may be permitted with the approval of Shift Supervisors provided such swaps do not interfere with the orderly operation of the Police Department.

ARTICLE 25

Group Insurance

Section 1. The city agrees to pay one hundred percent (100%) of the individual employee health coverage premium. For employees hired before October 1, 2005, the City agrees to pay seventy percent (70%) or maintain the current percentage split as of October 1, 2005 of the dependent coverage premiums. For employees hired after April 1, 2006, the City agrees to pay fifty percent (50%) of the dependent coverage premiums.

Section 2. Bargaining unit personnel who are totally and permanently disabled in the line-of-duty shall be eligible to continue to receive group health and hospitalization insurance coverage for both individual and family members under the same conditions as were enjoyed at the time of disability, until such time as the employee is eligible for said health and hospitalization coverage under the federal Medicare Program. For purposes of determining whether a bargaining unit employee is totally and permanently disabled in the line-of-duty, the determination of the City of Aventura Police Officers' Retirement Plan Board of Trustees as to that employee's application for a service-incurred disability pension under Section 36-28 of the City Code shall control.

Section 3. The City shall provide all bargaining unit members with a short term disability insurance policy. The cost of the policy shall be paid 100% by the City and provide 66 and 2/3 percent of the unit members' normal base wage for both on and off duty injuries. Each member will be provided with a copy of the City's short term disability insurance policy upon request.

ARTICLE 26

Promotion Procedures

Section 1. Police officers with four (4) years law enforcement experience with the City of Aventura shall be eligible to take the examination for a promotion to the rank of Sergeant.

Section 2 All promotions shall be in accordance with current Police Department Policy or as such Policy is subsequently amended by the City. Should the City seek to change its promotional policy, the City will provide the PBA with a copy of the new policy at least thirty (30) days prior to the effective date of such policy. The City will announce promotional examinations at least sixty (60) days in advance of the assessment process. The eligibility list shall be valid for up to one (1) year.

Section 3. A candidate for promotion shall have the right to review the scored elements of the Assessment process.

ARTICLE 27

Probationary Employees

Section 1. All appointments to positions made from outside service shall be subject to a one (1) year probationary period from the date of said appointment. All appointments to the position of Sergeant made by promotion within the service shall be subject to a one (1) year probationary period from the date of said promotion. Probationary employees absent during their probationary period for more than 30 days shall have their probationary period extended for the amount beyond the 30 days.

Section 2. Probationary employees at the expiration of the probationary period or anytime during the probationary period shall be subject to discontinuance of service by the Police Chief upon recommendation to and approval of the City Manager.

Section 3. Probationary employees disciplined or terminated during the probationary period shall have no right to statement of cause, the reasons for rejection or to a hearing, grievance and/or appeal.

Section 4. Probationary sergeants who are terminated shall have a right of appeal only as to their status of employment in their rank of police officer.

Section 4. The just cause provision contained in the Management Rights Article of this Agreement shall not pertain to probationary employees.

ARTICLE 28

Sick Leave

Section 1. For those employees hired prior to January 15, 1998, upon retirement, resignation with two (2) weeks notice and layoffs, accumulated sick leave will be paid on the basis of the following schedule:

<u>YEARS OF SERVICE</u>	<u>% OF SICK LEAVE PAID AT BREAK IN SERVICE</u>
Less than 1 year	0%
Less than 3 years	10%
3 through 5 years	25%
5 through 7 years	50%
Over 7 years	100%

Accumulated sick leave percentage will be paid based on the closest year.

Section 2. For those employees hired after January 15, 1998, upon retirement, resignation with two (2) weeks notice and layoffs, accumulated sick leave will be paid on the basis of the following schedule:

<u>YEARS OF SERVICE</u>	<u>% OF SICK LEAVE PAID AT BREAK IN SERVICE</u>
Less than 1 year	0%
1 through 5 years	10%
5 through 15 years	50%
15 years and over	65%

Accumulated sick leave percentage will be paid based on the closest year.

Section 3. The accumulation for payout purposes shall be no more than 750 hours for employees covered by this agreement.

ARTICLE 29

Pension Plan

Section 1. The City agrees to maintain a defined benefit pension plan for members of the bargaining unit as outlined in Chapter 36 of the City Code.

Section 2. Following ratification of this Agreement, the Police Pension Plan and Trust Fund as set forth in Chapter 36 of the City Code shall be amended as follows:

- (a) Section 36-24 of the City Code shall be amended such that, effective October 1, 2015, employees' contributions to the Plan shall increase from 6.775% to 10.775% of a member's Earnable compensation.
- (b) All employees retiring from the Plan on or after October 1, 2015 shall receive a two percent (2%) cost of living adjustment on their annual pension benefit beginning five (5) years after retirement.
- (c) The definition of "Earnable compensation" shall be amended effective upon ratification of this Agreement so as to exclude any overtime hours worked by a member in excess of three hundred (300) hours in a year.

ARTICLE 30

Take Home Police Vehicle Policy

Section 1. Sworn police officers covered by this agreement who successfully complete their probationary period will be eligible to utilize City assigned police vehicles as transportation to and from work. It is expressly understood and agreed that said vehicle shall be utilized only for such transportation to and from work and that any violation of this policy may immediately result in the suspension or termination of the particular officer's privilege to utilize a vehicle for such transportation. It is further understood and agreed by the parties that the City may evaluate the "take home" policy. The City may, in its sole discretion, terminate said policy. It is also understood and agreed by the parties that any decision by the City to extend or terminate the aforesaid policy shall not be subject to the grievance/arbitration procedure contained in this agreement. The City's "take home" police vehicle policy shall be in accordance the Policy contained at Chapter 5, Subchapter 8, page 1 of the City's Administrative Policy Directives and Procedures Manual, or as such Policy is subsequently amended by the City.

ARTICLE 31

Workers Compensation Fraud

Section 1. Any employee found to have fraudulently utilized the worker's compensation program or found to falsify an on-the-job injury will be subject to immediate dismissal.

ARTICLE 32

Drug and Alcohol Testing

Section 1. The City and the PBA recognize that employee drug and alcohol abuse has an adverse impact on City government, the image of the City employees, the general health, welfare and safety of the employees, and to the general public at large. Therefore, the parties agree that the Department shall have the right to require employees to submit to drug and alcohol testing designed to detect the presence of illegal drugs and alcohol.

Section 2. Drug is defined as amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the above mentioned substances. Alcohol includes distilled spirits, wine, malt beverages, and intoxicating liquors.

Section 3. The Department will require members of the bargaining unit to submit to drug and alcohol tests under the following circumstances:

3.1 The Department may require all members of the bargaining unit who suffer an injury in the line of duty and/or are involved in a car accident to submit to a drug and alcohol test immediately after the accident.

3.2 The Department will require all members of the bargaining unit to submit to a drug and/or alcohol test based on its belief that the employee to be tested is under the influence of or possibly using drugs and/or alcohol drawn from specific objective and articulable facts and reasonable inferences

drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

- (a) Observable phenomena while at work, such as direct observation of drug and/or alcohol usage or of the physical symptoms or manifestations of being under the influence of a drug and/or alcohol.
- (b) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- (c) A report of drug and/or alcohol use, provided by a reliable and credible source, which has been independently corroborated.
- (d) Evidence that an individual has tampered with a drug and/or alcohol test during employment with the current employer.
- (e) Information that an employee has caused, or contributed to, an accident while at work.
- (f) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

Inappropriate employee behavior as described above must be personally observed by a superior officer and witnessed by at least one other employee witness, who may or may not be a superior officer or a police officer.

When confronted by a superior officer, the employee under suspicion will be offered an opportunity to explain to the superior officer, prior to being ordered to take the drug and/or alcohol test, why the aberrant or unusual behavior is noticeable. Drug and/or alcohol testing based upon reasonable suspicion will be conducted only with either the consent of the Police Chief or his/her designee or the consent of the City Manager or his/her designee. The designee shall be a sworn certified law enforcement officer above the rank of

lieutenant. Such approval shall be memorialized in writing and indicate the subject matter of the test, why the test was ordered and listing the specific objective fact(s) constituting "reasonable suspicion." A copy of this written order will be provided to the employee as soon as it is practicable to do so.

Any refusal on the part of the suspected employee to immediately comply with a valid "reasonable suspicion" drug and/or alcohol testing order will result in the immediate causal termination of the employee.

3.3 The Department, as part of its medical examination process during pre-employment, during a fitness for duty examination, and during the annual physical examinations, will require the members of the bargaining unit to submit to a drug and alcohol test.

3.4 All members of the bargaining unit, at the discretion of the Chief of Police, and/or the City Manager will be randomly tested for drugs. The selection of the employees to be tested will be made using a neutral software selection program, and shall be no greater than thirty (30) employees every six (6) months.

Section 4. An employee required to submit to a mandatory test for the presence of drugs and/or alcohol shall be entitled to have a PBA or other employee representative present during the test. However, under no circumstances will the drug and/or alcohol test be delayed for more than one (1) hour to allow for the presence of a PBA or other employee representative.

Section 5. The following procedures shall apply to the substance abuse testing administered to employees who meet the above stated conditions:

5.1 Analysis of specimens will be collected and performed only by laboratories, hospitals or clinics certified by the State of Florida, Agency for Health Care Administration (AHCA) or the Federal Substance Abuse and Mental Health Services Administration (SAMHSA), utilizing qualified sites and employing collectors trained to follow custodial collection protocols and properly maintain legal specimen chain-of-custody. Specimens that the City may use when drug and alcohol testing for the reasons set forth in Section 3 include urine, blood, and hair follicle samples. In addition, the City may use a breathalyzer for an alcohol test for any of the reasons set forth in Section 3.

5.2 Specimens shall be drawn or collected at a laboratory, hospital, doctor's office, certified medical facility or even on City premises by a certified health care professional. If the City or the collector requires an observer when the urine specimen is given, the observer shall be of the same sex as the employee being tested. All specimen containers and vials shall be sealed with evidence tape and labeled in the presence of the employee, and his/her witness should be present.

5.3 All drug and/or alcohol testing will be conducted using recognized technologies and recognized testing standards. The following standards shall be used to determine what level of detected substance shall constitute a **POSITIVE** test result for urine specimens:

Substance	Screening Test	Confirmation
Amphetamines	1000 ng/mL	500 ng/mL
Barbiturates	300 ng/mL	150 ng/mL
Benzodiazepines	300 ng/mL	150 ng/mL
Cocaine	300 ng/mL	150 ng/mL

Cannabinoids (Marijuana)	50 ng/mL	15 ng/mL
Methadone	300 ng/mL	150 ng/mL
Methaqualone	300 ng/mL	150 ng/mL
Opiates (Heroin, Morphine, Codeine)	2000 ng/mL	2000 ng/mL
Phencyclidine (PCP)	25 ng/mL	25 ng/mL
Propoxyphene	300 ng/mL	150 ng/mL
Alcohol (Ethanol)	0.02 g/dl	0.04 g/dl

5.4 Levels found below those set above shall be determined as negative indicators. Tests for other non-presented controlled substances and hair and blood specimens will be in accordance with federal and state government screening and confirmation standards.

5.5 All positive initial tests shall be confirmed using gas chromatograph/mass spectrometry or an equivalent or more accurate scientifically accepted method approved by AHCA. The test must also use a different scientific principle from that of the initial test procedure.

5.6 A Certified Medical Review Officer (MRO) who will be a medical professional chosen by the City will review all negative and confirmed positive laboratory results. Confirmed positive results will only be communicated to the City's designated human resources professional after the MRO has ascertained that personal prescriptions or other legal substances do not account for the laboratory findings. Investigations may include, as appropriate, telephone contact with the employee and any prescribing physician. Employees may consult the City appointed MRO concerning drugs and/or drug groups that may be tested for under this procedure.

5.7 Employees may contact the City's Medical Review Officer to ask questions concerning prescribed medications they are taking for clarification

purposes involving fitness for duty assessments

5.8 The following is a list of over the counter and prescription drugs which could alter or affect drug and alcohol test results. Due to the large number of obscure brand names and the constant marketing of new products, this list cannot be and is not intended to be all inclusive:

- Alcohol: All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof), and Listerine is 26.9% (54 proof)
- Amphetamines: Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ioanamine, Fastin, Vicks Nasal Inhalers
- Cannabinoids: Marinol (Dronabinol, THC)
- Cocaine: Cocaine HCl topical solution (Roxanne)
- Phencyclidine: Not legal by prescription
- Opiates: Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Diluadid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
- Barbiturates: Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, etc.
- Benzodiazepines: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax, etc.
- Methodone: Dolophine, Metodose, etc.
- Propoxyphene: Darvocet, Darvon N. Dolene, etc.

Section 6. Within five (5) working days after receipt of a positive confirmed test result from the testing laboratory, the City will inform the employee in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant. The City shall provide to the employee or job applicant upon request, a copy of the test results. Within five (5) working days after receiving written notification of a confirmed positive test result, an employee or job applicant may submit information to the City explaining or contesting the test results and why the results do not constitute a violation of the employer's policy. If the City disagrees with the employee's position, within fifteen (15) days of receipt of a formal challenge of positive confirmed test results, the City will respond to the employee. If the employee wishes to maintain the challenge, within thirty (30) days of receipt of the City's written response, the employee may appeal to a Court of competent jurisdiction and/or a Judge of Compensation Claims (if a workplace injury has occurred). Upon initiating a challenge, it shall also be the employee's responsibility to notify the testing laboratory which must retain the specimen until the case is settled.

Section 7. The results of all tests performed hereunder will be held confidential to the extent permitted by law.

Section 8. Any specimens found or admitted to have been adulterated or substituted before, during or after the substance abuse test, will constitute immediate grounds for employee discharge from employment.

Section 9. Employees have a right to consult with the MRO for technical information regarding prescription and non-prescription medication.

Section 10. The results of such tests shall be handled as if part of an internal affairs investigation, and the employee involved shall be afforded all the rights enumerated in Section 112.532 of the Florida Statutes. The taking of drug and/or alcohol tests from a member of the bargaining unit does not constitute an interrogation within the meaning of Section 112.532 of the Florida Statutes, unless questions are asked at the time the test is taken.

Section 11. Disciplinary consequences for having a confirmed positive drug test is the immediate discharge of the employee for cause, and the potential denial of Unemployment Compensation as specified in Sections 440.101 and 440.102 of the Florida Statutes. An employee injured in the line of duty and/or involved in an automobile accident and subsequently confirmed positive for drug and/or alcohol abuse based upon post accident testing will also be terminated from employment and may lose Workers' Compensation benefits.

Section 12. An employee who tests positive for alcohol and was not involved in an accident and/or did not suffer an injury in the line of duty while under the influence of alcohol must meet the following conditions to remain employed by the Department:

- (1) Completion of an Employee Assistance Program or Substance Abuse Program approved by the City.
- (2) During the period the employee is out after a positive alcohol test result, he/she will be placed in a "no-pay" status or they may utilize their accrued vacation leave.
- (3) The employee who had a positive test result and is reinstated must sign a Last Chance Agreement that will specify immediate discharge on a second positive alcohol test.

Section 13. Any disciplinary or other adverse personnel action taken by the City Manager resulting from any test conducted pursuant to this article shall be appealable through the grievance procedure contained in this agreement through and including arbitration.

Section 14. Nothing in this Article shall prohibit an employee from voluntarily self-identifying as having a drug/alcohol abuse problem to either his/her immediate supervisor, Department Head, or the Personnel Officer, but may not do so just prior to being selected for a drug and/or alcohol test.

Such employee must meet the following conditions to remain employed by the Department:

- 1) Completion of Employee Assistance Program or Substance Abuse Program approved by the City;
- 2) During the period the employee is out of after self identifying himself/herself will be placed in a "no pay" status or they may utilize their accrued vacation leave; and
- 3) The employee who self identifies himself/herself must sign a Last Chance Agreement that will specify immediate discharge on any drug and alcohol confirmed positive test, and if he/she subsequently self identifies as having a drug and alcohol abuse problem.

Requests from employees for assistance in this regard shall remain confidential to the extent permitted by law and shall not be revealed to other employees or members of management without the employee's consent.

Employees enrolled in drug/alcohol abuse programs as outpatients, shall be subject to all City rules, regulations and job performance standards. The Department will not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment for a drug and/or alcohol related problem, if this is the first time that an employee has entered an employee assistance program for drug/alcohol related problems.

Drug and alcohol abuse are serious personal concerns for many individuals. The City provides employees in such circumstances with the services of an Employee Assistance Program which may be called to obtain *free, confidential, professional referral assistance*.

United Healthcare – Care 24
1-888-887-4114

ARTICLE 33

Reopening of Negotiations

Section 1. If during the life of this Agreement a pension plan actuarial evaluation is completed which requires the City to increase its contribution to the Plan to greater or equal to twenty two percent (22%) of covered payroll, the parties agree to reopen the Pension Article within thirty (30) days for the sole purpose of only discussing Article 29 Pensions. All other provisions of this Agreement shall remain in full force and effect during any reopening.

Section 2. The City may reopen this Agreement at any time to address wireless communications for bargaining unit employees including, but not limited to, negotiating the institution of a monthly technology or cell phone allowance for some/all bargaining unit employees in lieu of City-provided cell phones and the policies and procedures concerning same.

ARTICLE 34

Court Time

Section 1. Bargaining unit employees shall receive a minimum of three (3) hours overtime at one and one-half (1 ½) times their regular rate for necessary off-duty work related to court appearances required by court order or quasi-judicial and administrative hearings, concerning pending criminal, civil or traffic cases. To be eligible, an employee must be called back to work at a time outside his/her normal working hours, and at least three (3) hours before the beginning of the shift and one (1) hour after the end of the shift. Pay for witness fees shall be returned to the City. Employees may be permitted to accrue compensatory time for off-duty court appearances in lieu of cash payments.

ARTICLE 35

Term of Agreement

Section 1. This Agreement shall be effective upon ratification by the PBA and the City, and shall continue through September 30, 2016.

Section 2. In the event a new collective bargaining Agreement is not reached prior to the expiration of this Agreement, the terms and conditions of this Agreement shall be binding upon the parties until the ratification of a new collective bargaining Agreement.

Section 3. It is understood and agreed that this Agreement constitutes the total agreement between the parties. The terms of this Agreement shall not be amended, except by the mutual written consent of the parties as they may from time to time agree.

This Agreement is made and entered into and executed this _____ day of _____, 2014.

CITY OF AVENTURA

DADE COUNTY POLICE BENEVOLENT ASSOCIATION

Eric M. Soroka, City Manager

John Rivera, President

Representative

ATTEST:

Representative

Teresa M. Soroka, City Clerk

Representative

Brett J. Schneider City Labor Attorney

Andrew Axelrad, PBA Attorney

EXHIBIT A

Salary Plan - 2013-2014 February 1, 2014 through September 30, 2014	Salary Plan - 2014-2015 October 1, 2014 through September 30, 2015	Salary Plan - 2015-2016 October 1, 2015 through September 30, 2016																																																																																																																		
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City of
AVENTURA
Charter School Budget





AVENTURA CITY OF EXCELLENCE SCHOOL

3333 NE 188TH Street

Aventura, Florida 33180

Telephone: 305-466-1499

Fax: 305-466-1339

Website: www.aventuracharter.org

Board of Directors

**Mayor Susan Gottlieb
Commissioner Enbar Cohen
Commissioner Teri Holzberg
Commissioner Billy Joel
Commissioner Michael Stern
Commissioner Howard Weinberg
Commissioner Luz Urbacz Weinberg**

City Manager

Eric M. Soroka, ICMA-CM

Principal

Julie Alm

Assistant Principals

Leslie Lee

Jorge Paz

Administrative and Educational Services Provided by:

Charter Schools USA

**CITY OF AVENTURA
CHARTER SCHOOL FUND
FISCAL YEAR 2014/15**

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City of Aventura

Government Center
19200 West Country Club Drive
Aventura, Florida 33180

Office of the City Manager

April 2014

The Honorable Mayor and City Commission
Aventura City of Excellence School Board of Directors
City of Aventura
Aventura, Florida 33180

RE: 2014/15 Charter School Fund Budget Message

Members of the City Commission:

In accordance with Article IV, Section 4.05 of the Charter of the City of Aventura, I hereby submit the proposed Budget for the Charter School Fund for the fiscal year beginning July 2014, for your review and consideration. This budget document represents the 12th year of operation of the Aventura City of Excellence School. Our goal in the development and preparation of a realistic balanced budget was to provide the funding levels to maintain the quality education services for our students.

Budget Format

The format of the budget is in accordance with guidelines adopted by the State and School Board of Miami-Dade County, Florida and utilizes the school system's account codes as well. The proposed budget was prepared with input from the school's administrative staff and Charter Schools USA (CSUSA).

Significant Factors Affecting Budget Preparation

The 2014/15 school year represents the 12th year of operations of the school. Our past has shown that we can continue to operate a high performing school providing quality education for our students, within the school-based revenues. We have also been fortunate to have a strong business community and involved parents that participate in fund-raising activities for school improvements.

Based on proposals submitted at the State level the FTE revenues are conservatively expected to increase by 2%. The school will continue to increase enrollment by 12 students this upcoming year. The school's capacity enrollment will increase from 996 to 1,008 students for the 2014/15 school year.

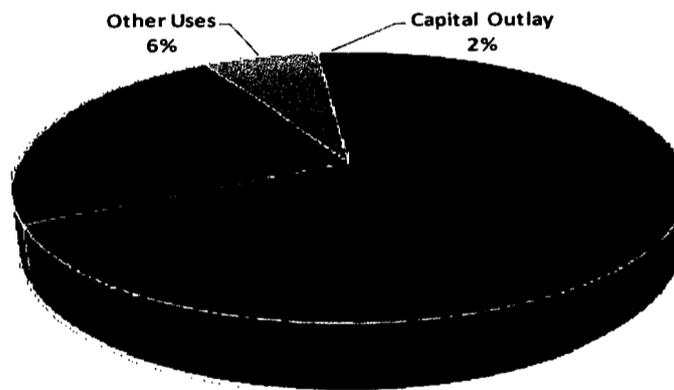
The following items represents important highlights:

- Teacher salary increases will reflect a step increase based on the revised pay plan. In addition, it continues the policy of rewarding returning teachers with a service award based on years of service. The pay plan continues to exceed Miami-Dade County Schools' current plan.
- An Instructional Technology Teacher has been added to oversee the account management of all web- based instructional tools, all mobile laptop and iPad carts. This position will provide support to teachers related to the effective use of technology in the classroom. This support would include modeling teaching strategies and integrated unit planning. The staff member will be responsible for developing and implementing a Science, Technology, Engineering, Arts and Math (STEAM) elective course for middle school students.
- Funds have been budgeted to provide for computer replacements and expanding the use of laptops in the classroom.
- Revenue in the amount of \$100,000 from the Intersection Safety Camera Program is included to assist in funding the contingency line item in the budget.

The overall budget increased by 3.2% or \$252,274, largely due to the addition of one new position, health insurance and employee salary increases. The budget includes funding for lease payments to the Debt Service Fund to pay annual costs associated with the long term debt borrowed for the construction of the elementary school wing. It is important that we continue to maximize the school dollars as much as possible and maintain efficient use of budgeted funds

Summary of All Budgetary Funds

The total proposed budget for 2014/15, including all operating and capital outlay, is \$8,165,683. The majority of the budget is Personnel Services at \$5,548,296. Operating expenditures total \$1,939,387. Other Uses expenditures, which primarily represent lease payments to the Debt Service Fund to cover school construction debt payments and a contingency, account total \$536,000. Capital Outlay expenditures are \$142,000. The following chart shows a comparison of the department's budgets for the past two years. Total costs increased by 3.2%.

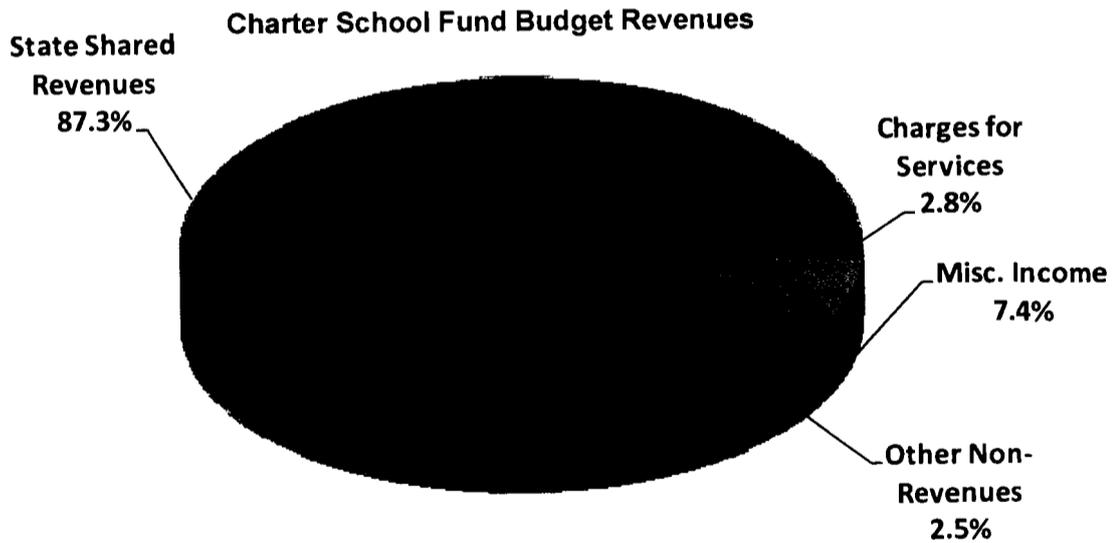


Budget Category Summary

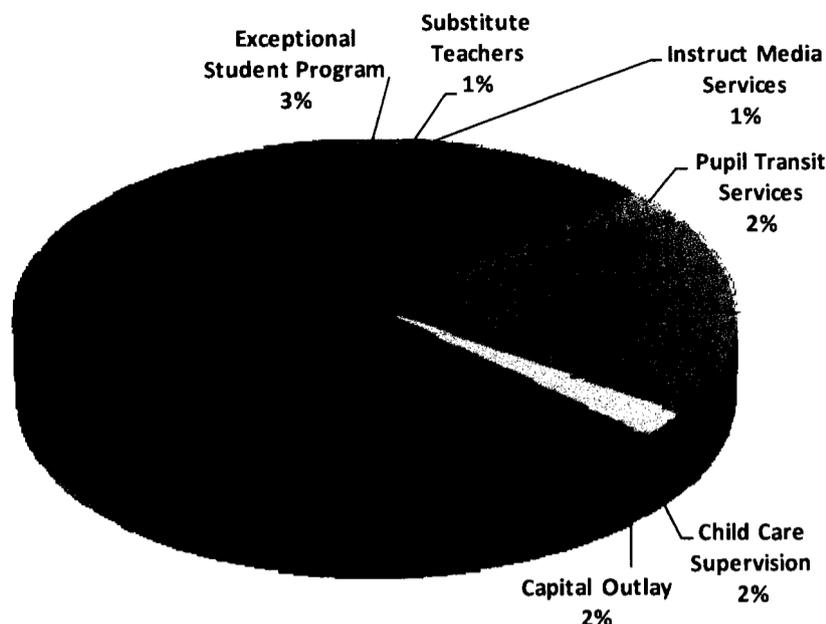
	2013/14	2014/15	Increase (Decrease)	% Change
Revenues				
State Shared Revenues	\$ 6,880,340	\$ 7,132,697	\$ 252,357	3.7%
Charges for Services	186,100	231,100	45,000	24.2%
Misc. Income	542,000	601,000	59,000	10.9%
Other Non-Revenues	304,969	200,886	(104,083)	-34.1%
Total Revenues	<u>\$7,913,409</u>	<u>\$ 8,165,683</u>	<u>\$ 252,274</u>	<u>3.2%</u>
Expenditures				
K-3 Basic	\$ 2,099,677	\$ 2,181,488	\$ 81,811	3.9%
4-8 Basic	2,569,078	2,693,184	124,106	4.8%
Exceptional Student Program	225,029	231,338	6,309	2.8%
Substitute Teachers	84,516	85,757	1,241	1.5%
Instruct Media Services	66,493	67,860	1,367	2.1%
School Administration	812,701	835,422	22,721	2.8%
Pupil Transit Services	184,000	184,000	-	0.0%
Operation of Plant	1,572,551	1,558,634	(13,917)	-0.9%
Child Care Supervision	138,864	186,000	47,136	33.9%
Capital Outlay	160,500	142,000	(18,500)	-11.5%
Total Expenditures	<u>\$ 7,913,409</u>	<u>\$ 8,165,683</u>	<u>\$ 252,274</u>	<u>3.2%</u>

Charter School Fund

This fund is used to account for revenues and expenditures specifically earmarked for the City's Charter School. The fund accounts for operating and capital revenues, expenditures and capital outlay.



Charter School Fund Budget Expenditures



Goals

The 2014/15 school year represents the 12th year of operations for ACES. This past year a great deal of time and effort was expended on professional development and curriculum alignment based on Florida's State Standards formally referred to as Common Core, increasing parental involvement, intramural and competitive sport programs and identifying and working with at-risk students. This year we will maintain and expand all our present academic programs with an emphasis on professional development and implementation related to the Florida State Standards.

ACES will enrich a child's learning and social atmosphere through:

- Whole Child Approach - Emphasis will be placed on the "whole child" to ensure that academic rigor coexists with social responsibility.
- Character Education – Implement and expand ACES award winning and nationally recognized program that encourages our students, families and communities to "live" their values. Programs include parent and community workshops and the infusion of character education across the curriculum.
- Challenging Curriculum – Offer high school level courses in the areas of Math, Science and Foreign Language.
- Curriculum Alignment – Increase academic rigor through the alignment of ACES writing and math programs kindergarten through eighth grade.
- Differentiation of instruction – Provide specialized programs for at-risk learners, on-level learners and gifted students.
- Technology Rich Environment – Engage students through the use of computer labs, computers, Smart Boards, document readers, projectors in classrooms, instructional software and online programs. All students will have the opportunity to participate in

instructional programs featuring iPads with wireless connectivity. ACES will pilot a laptop classroom designed to increase achievement and engagement of at-risk readers in grades six to eighth.

- Extended School Day Programs/Activities – Offer a variety of opportunities including Before Care and After Care, Sports Study, several Dance programs, French Classes, Chess Club, Science Tutorial, Writing Tutorial, Reading and Math Computerized Program, Java Programming, Test Taking Strategies and Saturday School.
- Field Trips – Experience hands-on content, living history, ecological studies, guest authors and a variety of culturally rich opportunities through a combination of on campus and off campus field trips.
- School-Wide Events – Organize various events such as Career Day, Red Ribbon Week, Peace Day and Field Day.
- Career Awareness and Entrepreneurship – Register all eighth grade students in a comprehensive course that will allow them to begin career planning and develop and implement a small business. Also integrate a variety of learning experiences focused on integrating Science, Technology, Engineering and Math (STEM).
- Competitive Athletics – Compete at the middle school level in the Florida High School Athletic League. The school fields a boys and girls team for both basketball and soccer. Offerings also include a competitive flag football team and a competitive volleyball team.
- Intramural Athletics – Afford students at the middle school level opportunities to play intramural basketball, and volleyball. All students have an opportunity to participate in after school tennis.
- Family Events – Make available various events that include Meet and Greet, Open House, Kindergarten Kickoff, Student of the Month, Book Fair, Winter Showcase Graduation Ceremonies, Talent Showcase and Quarterly Principal's Honor Roll Breakfasts.
- Parent Education – Execute FCAT reading, math, writing and science nights that present parents with information related to state standards and accountability testing. Monthly parent workshops related to social, emotional and physical wellbeing of children and families.
- Transportation – Provide students living further than 2 miles from the school and no further than 3.5 miles bus service. Currently four buses provide transportation for approximately 400 students.
- Safe School Campus – Employ a full-time certified police officer to the school that serves as a School Resource Officer. Traditional security methods including cameras are in place.

Revenues

The revenues, available for allocation in the 2014/15 Fiscal Year, are anticipated to be \$8,165,683. This is an increase of \$252,274 or 3.2% compared to the prior year. The majority of the increase is associated with increased FTE funding from the State budget and expanded after school programs.

State Shared Revenues – The amount projected for Florida Education Finance Program revenues is \$6,348,297 and is based on \$6,298 per student after the deductions for the transportation reimbursement component and the 2% held back by the School Board for administrative costs. The revenues for next year have been estimated to increase by 2%

based on anticipated actions taken by the State Legislature. School lunch reimbursement revenues are estimated to be \$71,000. The transportation reimbursement amount is \$115,000 and is based on 305 students requiring bus service. Capital Outlay revenue is estimated to be \$500,000.

Charges for Services – The amount projected for reimbursement from the food service vendor is projected to be \$6,100. After School Program includes revenues derived from fees charged for After School Programs and is estimated to be \$225,000.

Miscellaneous Income – The total amount is \$601,000. This includes revenues from the Clear Channel agreement for proceeds from the billboard advertising, field trips/special programs revenues and fundraising activities. This is offset by specific expenditures in the budget.

Other Non-Revenues – This represents a \$100,000 transfer from the General Fund for revenues from the City's Intersection Safety Camera Program and anticipated fund balance amounts from the prior year's budget.

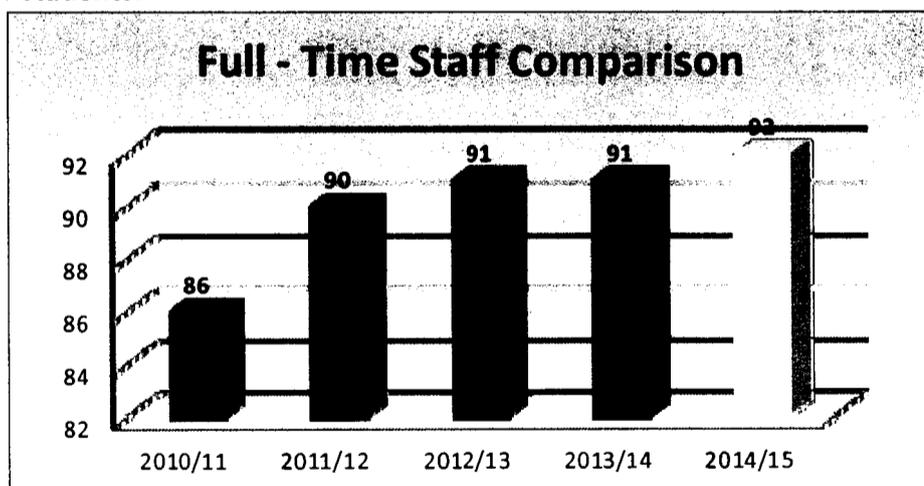
Expenditures

The estimated 2014/15 expenditures contained within this budget total \$8,165,683 and are balanced with the projected revenues.

Personnel Services

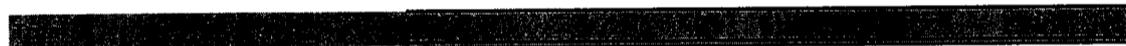
Personnel Services are budgeted at \$5,548,296 or 68% of the budget. Personnel Services reflects funding to increase teacher salaries to reflect a step increase based on the new pay plan. In addition returning teachers will be rewarded with a service award based on years of service. The pay plan will continue to exceed Miami-Dade County Schools. The total number of employees is 92 full-time and 9 part-time. Six part-time positions were eliminated when the After-School Programs were outsourced to a private company. Included in the full-time positions are 80 instructional staff members and a Computer Network/Technician. All employees except the Principal, 2 Assistant Principals and Janitor are under contract with CSUSA.

The budget includes adding one Instructional Technology Teacher. This position will be responsible for overseeing the management of all web-based instructional tools, provide support to teachers related to the effective use of technology in the classroom for developing and implementing a Science, Technology, Engineering, Arts and Math elective course for middle school students.



The following outlines the staffing level detail comparisons to the prior fiscal year:

Job Class	2013/14		2014/15	
	Full Time	Part Time	Full Time	Part Time
Teacher	31.00	-	31.00	-
Para-Professionals	-	7.00	-	7.00
Reading Specialist	1.00		1.00	
Instructional Counselor	1.00		1.00	
Assistant Principal	1.00		1.00	
Aide	1.00		1.00	
Teacher	41.00	-	42.00	-
Assistant Principal	1.00		1.00	
Communications Specialist		1.00	-	1.00
Teacher	2.00	-	2.00	-
Dean of Student Services	1.00		1.00	
Substitute Teacher	1.00	-	1.00	-
Media Specialist	1.00	1.00	1.00	1.00
Principal	1.00	-	1.00	-
Dean of Academics	1.00		1.00	
Business Manager	1.00	-	1.00	-
Administrative Secretary	1.00	-	1.00	-
Receptionist	2.00	-	2.00	-
Registrar/Compliance	1.00		1.00	
Computer Network/Tech	1.00		1.00	
Janitor	1.00		1.00	
P/T After School Counselor I		5.00		-
P/T After School Counselor II		1.00		-



Operating Expenses

The expenditures for operating expenses are \$1,939,387, which represents 24% of the budget. This is \$68,760 more than the prior year largely due to outsourcing the After School Programs. The major expenses are as follows:

- CSUSA education/administrative fee - \$280,000
- Building maintenance contract - \$225,000
- Field Trips and School Events - \$215,000
- Transportation services contract - \$184,000
- Textbooks - \$156,000
- Other materials and supplies - \$148,500
- After School Programs -\$148,000

- Electricity - \$145,000
- Repairs and Maintenance - \$91,500
- Office Equipment Leases - \$28,000

Other Uses

Other Uses expenditures total \$536,000 primarily represent lease payments to the Debt Service Fund to cover the elementary school wing construction debt payments. Other expenditures include a contingency account and costs associated with utilizing the Arts & Cultural Center.

Capital Outlay

A total of \$142,000 has been budgeted for capital outlay to replace computers and servers, upgrade network switches and routers, replace AV equipment and smartboards, modernize the phone system and expand the mobile classroom.

Summary

I am pleased to submit the detailed budget contained herein. The budget document and its related funding levels represent the City's continued commitment to providing a school of excellence for our community.

The budget contains funding levels to address the following key objectives:

- Hiring and retaining administrators and teachers who are well prepared for creating life-long learners in their students as well as acting as role models in their own quest for knowledge on the latest "best practices" in educational research to enhance their teaching abilities.
- Putting into place a strong accountability system that will hold everyone at ACES responsible for maximizing learning opportunities.
- Creating a school climate that enables students and teachers to feel they are cared for, respected, and contributing members of ACES.
- A low staff-pupil ratio in order to enhance the development of the individual strengths of each student.
- Continuing to use data to evaluate the efficacy of instructional programs.
- Developing a strong parent-teacher relationship.
- Maximizing the use of technology embedded in classroom instruction as well as in a lab setting.

The preparation and formulation of this document could not have been accomplished without the assistance and dedicated efforts of the School's Administration. All questions relating to the budget should be referred to my attention.

Respectfully submitted,



Eric M. Soroka
City Manager

BUDGET PROCESS

Budget Preparation/Development

1. January: Meetings are held with the Principal, school staff and City Manager to develop Goals and to discuss issues that may impact the budget for the upcoming school year.
2. February: Preliminary Revenue projections and forecasts are developed by the City Manager. The following steps are followed to project revenues:
 - Forecast student enrollment
 - The State's Florida Education Finance Program (FEFP) per student allocation is projected by the State and provided to the charter school.
 - Capital Outlay funding is determined by the State based on available funding.
3. March: Personnel needs are developed based on input from the Principal and staff. The following steps are utilized to forecast personnel:
 - Review existing staffing requirements to ensure adequate coverage for student needs and new programs.
 - Review salary structure to ensure competitiveness with the school district.
 - Benefits calculations such as Workers' Compensation, Life Insurance, Health Insurance, and Pension are provided by CSUSA and developed for each qualifying employee.
4. April: Individual expenditure line items are developed by the City Manager based on input from the Principal and historical data. A draft of the budget document is prepared by the City Manager. The draft is reviewed by the Principal and the Finance Department.
5. April/May: The budget is reviewed by the School Advisory Committee. The City Manager submits budget to the City Commission who act as the Board of Directors for the School.
6. June: The budget is loaded into the accounting system.
7. July: Budget goes into effect.

Budget Adoption

The Charter School budget is approved via Ordinance at two public meetings scheduled for May and June conducted by the City Commission. The adopted budget is integrated into the accounting software system effective July 1st.

Budget Control/Monitoring

Funds appropriated in the Budget may be expended by and with the approval of the City Manager in accordance with the provisions of the City Charter and applicable law. Funds of the City shall be expended in accordance with the appropriations provided in the Budget and shall constitute an appropriation of the amounts specified therein. Supplemental appropriations or the reduction of appropriations, if any, shall be made in accordance with Section 4.07 of the City Charter.

The Budget establishes a limitation on expenditures by department total. Said limitation requires that the total sum allocated to the Charter School department for operating and capital expenses may not be increased or decreased without specific authorization by a duly-enacted Ordinance affecting such amendment or transfer. Therefore, the City Manager may authorize transfers from

one individual line item account to another, so long as the line item accounts are within the same department and fund.

The "Personnel Allocation Summary" enumerates all authorized budgeted positions. However, the City Manager may amend said authorized budgeted positions in order to address the operating needs of the department so long as sufficient budgeted funds are available. The budget is monitored on a monthly basis to track variances between actual and budgeted amounts. Significant variances are investigated and monitored for corrective action. Quarterly review meetings are held with the Principal and City Manager. Encumbrances do not constitute expenditures or liabilities in the current year, but instead are defined as commitments related to unperformed contracts for goods or services, which are only reported in governmental funds.

Budget Amendment

Upon the passage and adoption of the Charter School Fund Budget for the City of Aventura, if the City Manager determines that the department total will exceed its original appropriation, the City Manager is authorized to prepare such Ordinances for consideration by the City Commission as may be necessary and proper to modify any line item from the Budget.

Basis of Accounting

Basis of Accounting refers to the time period when revenues and expenditures are recognized in the accounts and reported on the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied. The accrual basis of accounting is followed for the proprietary fund types. The modified accrual basis of accounting is followed in the governmental fund types and the expendable trust funds type. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual, that is, when they are both measurable and available. Available means collectible within the current period or soon enough thereafter to pay current liabilities. Expenditures are generally recognized under the modified accrual accounting when the related fund liability is incurred. Exceptions to the general rule are principal and interest on general long-term debt which is recognized when due.

The Charter School Fund Budget applies all applicable GASB pronouncements as well as the following pronouncements issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements: Financial Accounting Standards Board (FASB) statements and interpretations, Accounting Principles Board (APB) opinions and Accounting Research Bulletins (ARBs).

During June 1999, the Government Accounting Standards Board (GASB) issued Statement No. 34. This statement established new accounting and financial reporting standards for state and local governments. The Charter School Fund implemented the new financial reporting requirements of GASB 34.

BUDGET DEVELOPMENT GUIDELINES

Financial Policies

The Charter School's financial policies, compiled below, set forth the basic framework for the overall fiscal management of the school. Operating independently of changing circumstances

and conditions, these policies assist the decision-making process of the City Manager and School's Administration. These policies provide guidelines for evaluating both current activities and proposals for future programs.

Most of the policies represent long-standing principles; traditions and practices that have guided the Charter School in the past and have helped maintain financial stability over the last 2 years. They are reviewed annually as a decision making tool and to ensure their continued relevance in an ever-changing environment.

Operating Budget Policies

1. The Charter School will maintain at a minimum, an accessible cash reserve equivalent to four weeks of operating costs.
2. No new or expanded services shall be implemented without a corresponding revenue source or the implementation of trade-offs of expenses or revenues at the same time. This applies to personnel, equipment and any other peripheral expenses associated with the service.
4. The Charter School shall continue to support a scheduled level of maintenance and replacement of its infrastructure.
5. The Charter School shall support capital expenditures that reduce future operating costs.

Capital Budget Policies

1. The Charter School will develop a multi-year plan for capital improvement that is updated annually with documentation of deviations from the plan.
2. The Charter School will maintain its physical assets at a level adequate to protect the School's capital investment and minimize future maintenance and replacement costs. The budget will provide for the adequate maintenance and the orderly replacement of the capital equipment from current revenues wherever possible.
3. The Charter School will provide sufficient funds to replace and upgrade equipment as well as to take advantage of new technology thereby ensuring that employees have safe and efficient tools to provide their service. It reflects a commitment to further automation and use of available technology to improve productivity in the Charter School's work force. The objective for upgrading and replacing equipment includes: (1) normal replacement as equipment completes its useful life, (2) upgrades to new technology, and (3) additional equipment necessary to service the needs of the Charter School.
4. The Charter School will use the following criterion to evaluate the relative merit of each capital project. Capital expenditures will foster goals of:
 - a. Projects specifically included in an approved replacement schedule.
 - b. Projects that reduce the cost of operations.
 - c. Projects that significantly improve safety and reduce risk exposure.

Revenue Policies

1. The School will attempt to maintain a diversified and stable revenue system as a shelter from short-run fluctuations in any single revenue source.
2. The School will attempt to obtain new revenue sources as a way of ensuring a balanced budget.

3. The School will review fees/charges annually and will design or modify revenue systems to include provisions that automatically allow charges to grow at a rate that keeps pace with the cost of providing the service.

Cash Management/Investment Policies

1. The School will deposit all funds received by 2:00 PM the next day.
2. Investment of School funds will emphasize safety of capital; liquidity of funds and investment income.
3. The School will collect revenues aggressively, including any past due amounts owed.

Reserve Policies

1. The School will maintain a fund balance of at least \$75,000.

Accounting, Auditing, and Financial Reporting Policies

1. An independent audit will be performed annually.
2. The Charter School will produce annual financial reports in accordance with Generally Accepted Accounting Principles (GAAP) as outlined by the Governmental Accounting Standards Board (GASB).

AVENTURA CITY OF EXCELLENCE SCHOOL VISION STATEMENT

To join with our community to become the premier charter school in the nation where academic excellence coexists with the promotion of social responsibility grounded in an atmosphere of human dignity.

AVENTURA CITY OF EXCELLENCE SCHOOL PHILOSOPHY AND ESSENTIAL ELEMENTS

The Aventura City of Excellence School staff believes that we have a responsibility to create a school climate that enables every individual to feel cared for, respected and to act as contributing members of the school culture. All students can learn and will be encouraged to strive for academic excellence and personal growth that will enable them to be productive and active members of society. In the practical application of this philosophy, opportunities shall be provided to:

1. Develop in each student and professional staff member a sense of self-worth and a positive self-concept
2. Imbue such character traits as honesty, integrity, compassion, respect, cooperation, humility, happiness and responsibility toward each other, our community and our world
3. Develop in each student an understanding of and responsibility for making positive personal and social choices
4. Improve upon the quality of instruction and curriculum by increasing the effectiveness of teachers and their teaching through ongoing professional development
5. Provide each student with experiences to develop an awareness of good health habits and attitudes for living by encouraging each student to perceive learning as a life-long continuing process from pre-school through adulthood
6. Encourage, through educational reporting, city and district officials, the citizens of Aventura, and the professional staff to support quality education in the school
7. Use assessment data to identify and track student achievement and learning goals
8. Develop school programs based on "best practices" to promote learning gains
9. Develop strong parent-teacher-student relationships
10. Provide a strong accountability system that holds everyone at the schoolhouse responsible for maximizing learning opportunities
11. Provide a low student-teacher ratio in order to enhance the development of the individual strengths of each student
12. Provide additional staff members for enrichment and remediation services
13. Develop in each student the ability to think critically, make inferences, apply knowledge to new settings and use these skills to make wise choices

CURRICULUM

The ACES curriculum is connected to state and national content standards and the school's goals for student learning are coordinated or integrated across different disciplines. The curriculum's sequence is rational, with more complex ideas building on simpler ones, respecting each student's developmental levels and prior learning. Teachers and students are accountable for all state and local assessments in addition to internal formal and informal assessments and observations.

Classroom teachers utilize technology daily to reinforce instruction and offer opportunities for independent practice. ACES students have access to Internet-based instructional programs at home and at school. Students in kindergarten through fifth grade utilize the ACES computer lab weekly. Sixth grade students enroll in a nine-week technology course, with an emphasis on computer programming. Seventh grade students are required to enroll in a year long Computer Concepts courses designed to expose them to all facets of the technology available to them. Eighth grade students take a year-long technology aided career awareness and entrepreneurship course. Teachers utilize mobile iPad labs regularly in the classroom.

ACES offers a variety of programs to meet the needs of all learners. The English Language Learners (ELL) program is offered to students who are working toward English language proficiency. Classroom teachers servicing ELL students have undergone special training related to strategies that enhance language acquisition. The ACES ELL Coordinator collaborates with classroom teachers related to instructional modifications that aide in content comprehension.

Exceptional Education students are serviced within the general classroom, reducing social stigmas and enhancing the continuity of instruction. The ESE teacher collaborates with classroom teachers to ensure that "strategies for success" are implemented in all subject areas.

Students with speech and language needs are serviced by a Speech and Language Pathologist and students with occupational therapy needs are serviced by a specialist. These programs are offered to students who qualify for services based on school district requirements.

At-risk readers are targeted through a variety of intervention courses and strategies. ACES Literacy Team teaches at-risk-readers in Kindergarten through eighth grade in small group settings. This supplemental reading program provides intensive instruction using research based programs such as Wonders, Read 180, Reading Plus and Success Maker. At-risk readers in middle school have a two hour block of reading and language arts instruction in a one to one computing environment.

ACES is focused on meeting the needs of all students. To this end, ACES offers a variety of extended school day programs. These programs target specific student needs and are offered both before and after school. These programs include small group writing instruction, focused math tutorials, science study group and a Saturday reading program.

Gifted students in grades 1 and 2 receive "Gifted Instruction" in Language Arts and Reading daily. Project-based applications encompassing the sciences, arts, math, and language allow students an opportunity to combine their creativity and practical knowledge. Eligible students in grades 3, 4, and 5 have an opportunity to enroll in a gifted Language Arts/Reading course and a gifted Math course. Eligible students in middle school have an opportunity to enroll in gifted courses.

ACES science laboratory program provides students with hands-on application of core curriculum. Students in second through fifth grade visit the science lab weekly and students in

kindergarten and first grade conduct experiments within their classrooms. All middle school students enroll in comprehensive science courses that emphasizes hands-on investigation. ACES students are exposed to eco-literacy through participation in our outdoor garden project.

ACES Modern Language Program places emphasis on four basic components of language acquisition (e.g., listening, speaking, reading and writing). Students build an understanding of the relationship between perspectives and products of various cultures. Middle School students are required to enroll in Spanish courses throughout their middle school career at ACES. The elementary Spanish program is offered to all kindergarten through fifth grade students and emphasizes cultures and conversational speaking.

ACES Middle School Program offers academic rigor in conjunction with an extraordinary selection of extracurricular activities and elective programs. ACES students have the opportunity to enroll in high school level Spanish, Physical Science, Biology, Algebra and Geometry and to select one of five elective courses. Elective courses include Media Production, Modern Dance, Art, Guitar, Team Sports and Drama. All middle school students are invited to participate in after school teams including volleyball, basketball and tennis. ACES also participates in the Independent Athletic League and offers competitive boys and girls basketball and competitive boys and girls soccer, competitive girls volleyball and boys flag football. These programs are funded through the school budget and offered at no cost to students.

Elementary school students also enjoy a variety of special subject classes daily. These programs include art, physical education, technology, media, Spanish and music. Each Friday Elementary students participate in a club. Clubs vary from year to year based on student interest. Currently ACES is offering the following clubs; Country Line Dancing, Baton, Board Games, Latch Hook, Scrapbooking, Table Tennis, Jazz Dance, Middle Eastern Dance, Latin Dance, Croquette, Origami, Yoga, Kickball, Soccer, Basketball and Healthy Eating/Gardening.

PERFORMANCE CRITERIA

1) **Indicator:** All students will maintain a portfolio demonstrating and charting improvement and mastery of skills required at that grade level. This portfolio will be part of the Personal Learning Plan (PLP) that is the compendium of parent, student and teacher conferences. Each PLP will establish academic goals for each individual student in relation to his/her performance and progress.

2008/09 Actual: Complete

2009/10 Actual: Complete

2010/11 Actual: Complete

2011/12 Actual: Complete

2012/13 Actual: Complete

2) **Indicator:** The State of Florida A+ Plan Grade shall be no lower than a "B".

2008/09 Actual: A

2009/10 Actual: A

2010/11 Actual: A

2011/12 Actual: A

2012/13 Actual: A

3) **Indicator:** Meet the requirements delineated in Florida State Board of Education Administrative Rule 6A-1.09981, Implementation of Florida's System of School Improvement and Accountability, as may be amended from time to time.

2008/09 Actual: Complete

2009/10 Actual: Complete

2010/11 Actual: Complete

2011/12 Actual: Complete

2012/13 Actual: Complete

4) **Indicator:** Percent of parents that completed all 20 required volunteer hours by the end of the year.

2008/09 Actual: 100%

2009/10 Actual: 100%

2010/11 Actual: 100%

2011/12 Actual: 100%

2012/13 Actual: 110%

5) **Indicator:** Number of students enrolled shall be 95% of the number allowed by the School Charter.

2008/09 Actual: 100%

2009/10 Actual: 100%

2010/11 Actual: 100%

2011/12 Actual: 100%

2012/13 Actual: 100%

6) **Indicator:** The year-to-year retention rate shall be 90%.

2008/09 Actual: 98%

2009/10 Actual: 98%

2010/11 Actual: 98%

2011/12 Actual: 98%

2012/13 Actual: 98%

7) **Indicator:** The percentage of parents who on the Parent Survey agree or strongly agree to the statement that "I would recommend the Charter School to a friend" is 90%.

2008/09 Actual: 99%

2009/10 Actual: 99%

2010/11 Actual: 99%

2011/12 Actual: 99%

2012/13 Actual: 99%

8) **Indicator:** The audits required by State Law and the Charter shall indicate that the financial statements are presented fairly and that tests of compliance with laws and regulations and consideration of the internal control over financial reporting disclose no instances of non-compliance, nor any material weaknesses.

2008/09 Actual: All in compliance

2009/10 Actual: All in compliance

2010/11 Actual: All in compliance

2011/12 Actual: All in compliance

2012/13 Actual: All in compliance

9) **Indicator:** Class size and student/classroom teacher ratios shall be maintained throughout the school year at 18:1 for kindergarten through third grade and an average of 22:1 for all grades fourth through eighth.

2008/09 Actual: All in compliance

2009/10 Actual: All in compliance

2010/11 Actual: All in compliance

2011/12 Actual: All in compliance

2012/13 Actual: All in compliance

10) **Indicator:** Reading - Percent of Students in the school on grade level and above in Reading. This is based on the Sunshine State Standards and exhibited in proficiency on the Florida Comprehensive Assessment Test (FCAT).

2008/09 Actual: 93%

2009/10 Actual: 92%

2010/11 Actual: 92%

2011/12 Actual: 88%

2012/13 Actual: 86%

11) **Indicator:** Math - Percent of Students in the school on grade level and above in Math. This is based on the Sunshine State Standards and exhibited in proficiency on the Florida Comprehensive Assessment Test (FCAT).

2008/09 Actual: 87%

2009/10 Actual: 85%

2010/11 Actual: 92%

2011/12 Actual: 88%

2012/13 Actual: 90%

12) **Indicator:** Writing - Percent of students in the school on grade level and above in Writing. This is based on the Sunshine State Standards and exhibited in proficiency on the Florida Comprehensive Assessment Test (FCAT).

2008/09 Actual: 92%

2009/10 Actual: 87%

2010/11 Actual: 90%

2011/12 Actual: 94%

2012/13 Actual: 77%

13) **Indicator:** All Students will achieve high science standards as measured by Sunshine State Standards Performance Standards.

2008/09 Actual: 73%

2009/10 Actual: 67%

2010/11 Actual: 76%

2011/12 Actual: 81%

2012/13 Actual: 85%

CITY OF AVENTURA

BUDGET CATEGORY SUMMARY 2014/15 (July 1 - June 30)

REVENUE PROJECTIONS				
State Shared Revenues	\$ 6,535,538	\$ 6,880,340	\$ 3,384,662	\$ 7,132,697
Charges for Services	220,001	186,100	146,459	231,100
Misc. Income	608,670	542,000	316,088	601,000
Other Non-Revenues	100,000	304,969	254,969	200,886

EXPENDITURES				
K-3 Basic	\$ 1,931,018	\$ 2,099,677	\$ 864,261	\$ 2,181,488
4-8 Basic	2,360,484	2,569,078	1,049,779	2,693,184
Exceptional Student Program	222,182	225,029	102,436	231,338
Substitute Teachers	190,798	84,516	80,347	85,757
Instruct Media Services	75,532	66,493	28,092	67,860
School Administration	881,632	812,701	429,647	835,422
Pupil Transit Services	182,580	184,000	110,160	184,000
Operation of Plant	1,471,869	1,572,551	721,387	1,558,634
Child Care Supervision	147,429	138,864	93,019	186,000
Capital Outlay	224,535	160,500	132,873	142,000

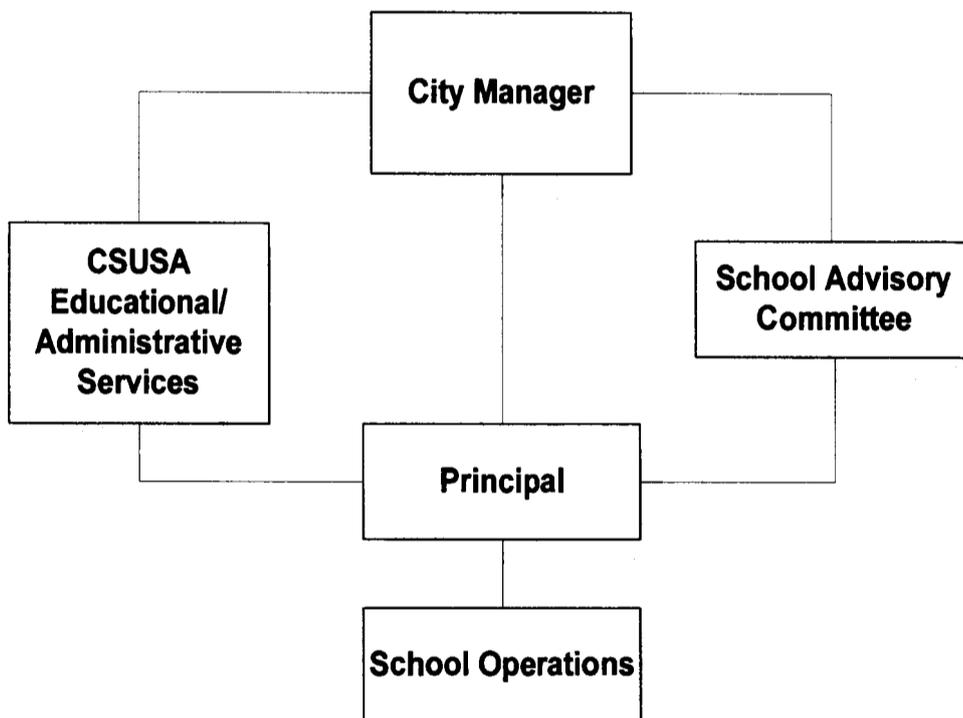
Revenues over(under) Expenditures	\$ (223,850)	\$ 0	\$ 490,177	\$ -
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**CITY OF AVENTURA
CHARTER SCHOOL
2014/15
DEPARTMENT DESCRIPTION**

This department is responsible for the organization, operation and management of the City's charter School. By focusing on low student teacher ratios, high academic standards and parental participation, the school provides a first class learning environment for the City's children. The school operations are provided in conjunction with a service contract with Charter Schools USA.

CATEGORY RECAP	2012/13 ACTUAL	2013/14 APPROVED BUDGET	2013/14 HALF YEAR ACTUAL	2014/15 CITY MANAGER PROPOSAL
Personnel Services	\$ 5,059,425	\$ 5,350,282	\$ 2,173,709	\$ 5,548,296
Operating Expenditures	1,958,213	1,870,627	1,078,410	1,939,387
Other Uses	445,886	532,000	227,009	536,000
Capital Outlay	224,535	160,500	132,873	142,000
Total	\$ 7,688,059	\$ 7,913,409	\$ 3,612,001	\$ 8,165,683

**Charter School Department
Organization Chart**



CITY OF AVENTURA

REVENUE PROJECTIONS 2014/15

State Shared Revenues:

3359050	3261	School Lunch Reimbursement	\$ 68,670	\$ 71,000	\$ 29,807	\$ 71,000
3359100	3310	Florida Education Finance Program	5,836,490	6,071,340	3,074,256	6,348,297
3359201	3361	A+ Revenues	90,676	91,000	-	98,400
3359800	3354	Transportation	105,689	147,000	53,475	115,000
3359910	3391	Capital Outlay	434,013	500,000	227,124	500,000
	Subtotal		<u>\$ 6,535,538</u>	<u>\$ 6,880,340</u>	<u>\$ 3,384,662</u>	<u>\$ 7,132,697</u>

Charges for Services:

3478050	3450	Food Service Fees	\$ -	\$ 6,100	\$ -	\$ 6,100
3479050	3473	After School Programs	220,001	180,000	146,459	225,000
	Subtotal		<u>\$ 220,001</u>	<u>\$ 186,100</u>	<u>\$ 146,459</u>	<u>\$ 231,100</u>

Misc. Income:

3611000	3431	Interest Earnings	\$ 4,656	\$ 9,000	\$ 3,633	\$ 9,000
3661900	3495	Misc. Revenues	147,405	150,000	49,533	150,000
3661910	3495	Sport Program Fundraising	6,425	3,000	3,975	7,000
3661955	3467	Field Trips/Special Programs	226,374	200,000	120,950	225,000
3692000	3469	Special events	31,099	30,000	37,115	50,000
3665000	3469	Other Private Source Revenue	192,711	150,000	100,882	160,000
	Subtotal		<u>\$ 608,670</u>	<u>\$ 542,000</u>	<u>\$ 316,088</u>	<u>\$ 601,000</u>

Other Non-Revenues:

3811039	3610	Transfers In	\$ 100,000	\$ 100,000	\$ 50,000	\$ 100,000
3999000	3489	Beginning Surplus	-	204,969	204,969	100,886
	Subtotal		<u>\$ 100,000</u>	<u>\$ 304,969</u>	<u>\$ 254,969</u>	<u>\$ 200,886</u>

CITY OF AVENTURA
CHARTER SCHOOL
2014/15
BUDGETARY ACCOUNT SUMMARY
190-6001-569
K-3 Basic 5101

Personnel Services

1220	120	Teacher	\$ 1,278,182	\$ 1,351,660	\$ 539,832	\$ 1,403,713
1230	130	Other Certified Instruction	150,856	171,043	79,883	173,341
		Reading Specialist				
		Instructional Counselor				
		Assistant Principal				
1250	150	Kindergarten Aides (P/T) 7	119,918	97,299	50,879	97,618
		Admin. Asst.	-			
1502	291	Bonuses	30,561	48,000	5,214	48,000
1503	291	Stipends	-	22,475	-	31,050
2101	221	Social Security- matching	116,714	123,930	49,628	128,112
2201	211	Pension	7,380	11,664	4,004	12,074
2301	231	Health, Life & Disability Insurance	60,004	137,843	54,570	150,560
2302	232	Dental Insurance	39,261	13,952	2,544	13,952
2401	241	Workers' Compensation	13,379	12,312	613	12,728
2501	250	Unemployment Compensation	19,394	5,000	5,976	5,000
		subtotal	\$ 1,835,649	\$ 1,995,177	\$ 793,143	\$ 2,076,148

Operating Expenditures/Expenses

4001	330	Travel/Conferences/Training	\$ 295	\$ 3,500	\$ 2,459	\$ 3,500
4101		Cell Phone	420	-	420	840
5290	590	Other Mat'l & Supply	38,569	35,000	24,360	35,000
5299	790	Miscellaneous Expense	1,376	4,500	1,073	4,500
5410	521	Memberships/Dues/Subscription	-	1,500	-	1,500
5411	520	Textbooks	54,709	60,000	42,806	60,000
		subtotal	\$ 95,369	\$ 104,500	\$ 71,118	\$ 105,340

CITY OF AVENTURA
CHARTER SCHOOL
2014/15
BUDGETARY ACCOUNT SUMMARY
190-6002-569
4-8 Basic 5102

Personnel Services

1220	120	Teacher	\$ 1,786,237	\$ 1,817,887	\$ 710,667	\$ 1,887,212
1230	130	Other Certified Instruction	72,098			
		Assistant Principal	-	79,536	35,467	81,922
1250	150	Comm Spec/Instructional Asst.	-	15,574	5,653	15,574
1502	291	Bonuses	37,653	60,000	6,004	60,000
1503	291	Stipends	-	49,095	-	72,900
2101	221	Social Security- matching	139,206	146,344	54,898	151,830
2201	211	Pension	15,864	14,347	6,199	14,885
2301	231	Health, Life & Disability Insurance	71,245	168,265	86,846	188,046
2302	232	Dental Insurance	46,052	17,152	2,407	17,552
2401	241	Workers' Compensation	15,726	14,539	613	15,084
2501	250	Unemployment Compensation	21,262	5,000	4,635	5,000
subtotal			\$ 2,205,343	\$ 2,387,739	\$ 913,389	\$ 2,510,005

Operating Expenditures/Expenses

4001	330	Travel/Conferences/Training	\$ 3,105	\$ 4,500	\$ 2,616	\$ 4,500
4101		Cell Phone	420	-	420	840
5290	590	Other Mat'l & Supply	55,207	65,000	33,634	65,000
5299	790	Miscellaneous Expense	673	3,000	699	3,000
5410	521	Memberships/Dues/Subscription	49	839	-	839
5411	520	Textbooks	81,107	93,000	89,054	93,000
5901	791	Athletic Activities	14,580	15,000	9,967	16,000
subtotal			\$ 155,141	\$ 181,339	\$ 136,390	\$ 183,179

CITY OF AVENTURA
CHARTER SCHOOL
2014/15
BUDGETARY ACCOUNT SUMMARY
190-6003-569
Exceptional Student Program 5250

Personnel Services

1220	120	Teacher	\$ 144,353	\$ 89,134	\$ 30,333	\$ 89,709
1230	130	Other Certified Instruction				
		Dean of Student Services	-	58,720	29,360	61,069
1502	291	Bonuses	2,099	5,000	158	5,000
2101	221	Social Security- matching	11,018	11,311	4,483	11,535
2201	211	Pension	141	1,109	60	1,131
2301	231	Health, Life & Disability Insurance	5,239	11,443	7,846	12,560
2302	232	Dental Insurance	2,980	1,200	315	1,200
2401	241	Workers' Compensation	1,225	1,124	-	1,146
2501	250	Unemployment Compensation	1,720	-	193	-
subtotal			\$ 168,775	\$ 179,041	\$ 72,748	\$ 183,350

Operating Expenditures/Expenses

3190	310	Prof & Tech Services-SPED	\$ 43,436	\$ 33,000	\$ 23,690	\$ 35,000
4001	330	Travel/Conferences/Training	1,800	3,000	2,024	3,000
4420	590	Leasing Expense	-	1,500	-	1,500
5290	590	Other Mat'l & Supply	7,440	6,000	3,275	6,000
5299	790	Miscellaneous Expense	731	1,500	699	1,500
5410	521	Memberships/Dues/Subscription	-	988	-	988
subtotal			\$ 53,407	\$ 45,988	\$ 29,688	\$ 47,988

CITY OF AVENTURA
CHARTER SCHOOL
2014/15
BUDGETARY ACCOUNT SUMMARY
190-6004-569
Substitute Teachers 5901

Personnel Services

1220	120	Pool Sub	\$ 25,830	\$ 26,523	\$ 11,102	\$ 27,318
1225	140	Teacher - P/T	140,572	46,000	58,314	46,000
1502	291	Bonuses	2,170	500	158	500
2101	221	Social Security- matching	12,780	5,548	5,295	5,609
2201	211	Pension	28	199	-	205
2301	231	Health, Life & Disability Insurance	2,306	3,796	3,821	4,168
2302	232	Dental Insurance	1,032	400	127	400
2401	241	Workers' Compensation	584	551	-	557
2501	250	Unemployment Compensation	5,496	1,000	1,530	1,000

1901 Function 200

190,798

CITY OF AVENTURA
CHARTER SCHOOL
2014/15
BUDGETARY ACCOUNT SUMMARY
190-6005-569
Instruct Media Services 6200



Personnel Services

1230	130	Media Specialist	\$ 58,533	\$ 52,137	\$ 23,894	\$ 53,049
1502	291	Bonuses	1,339	2,500	-	2,500
2101	221	Social Security- matching	4,410	3,988	1,789	4,058
2201	211	Pension	389	314	-	321
2301	231	Health, Life & Disability Insurance	6,103	3,757	2,183	4,129
2302	232	Dental Insurance	2,893	400	104	400
2401	241	Workers' Compensation	501	396	-	403
2501	250	Unemployment Compensation	1,337	-	122	-
subtotal			\$ 75,505	\$ 63,493	\$ 28,092	\$ 64,860

Operating Expenditures/Expenses

5411	520	Textbooks	\$ 27	\$ 3,000	\$ -	\$ 3,000
subtotal			\$ 27	\$ 3,000	\$ -	\$ 3,000



CITY OF AVENTURA
CHARTER SCHOOL
2014/15
BUDGETARY ACCOUNT SUMMARY
190-6006-569
School Administration 7300

Personnel Services

1211	110	Administrators	\$ 198,692	\$ 205,306	\$ 100,301	\$ 216,953
		Dean of Academics				
		Principal				
1260	160	Other Support Personnel	212,788	235,963	118,038	243,450
		2 Receptionist				
		Administrative Secretary				
		Registrar/Compliance/ESE				
		Business Manager				
		Network/Comp Tech				
1502	291	Bonuses	2,498	7,500	-	6,500
2101	221	Social Security- matching	28,949	33,758	14,948	35,221
2201	211	Pension	20,288	26,797	9,942	28,428
2301	231	Health, Life & Disability Insurance	25,110	35,072	19,750	37,339
2302	232	Dental Insurance	7,691	3,152	653	3,152
2401	241	Workers' Compensation	1,820	3,353	175	3,499
2501	251	Unemployment Compensation	2,963	2,000	808	2,000
		subtotal	\$ 500,799	\$ 552,901	\$ 264,615	\$ 576,542

Operating Expenditures/Expenses

4001	330	Travel/Conferences/Training	\$ 7,388	\$ 10,000	\$ 3,318	\$ 10,000
4041	201	Automobile Allowance	5,400	5,400	2,700	5,400
4101		Telephone	700	1,400	242	480
4855	790	Field Trips/School Events	326,461	215,000	145,754	215,000
5290	590	Other Mat'l & Supply	39,917	25,000	12,331	25,000
5410	521	Memberships/Dues/Subscription	967	3,000	687	3,000
		subtotal	\$ 380,833	\$ 259,800	\$ 165,032	\$ 258,880

CITY OF AVENTURA
CHARTER SCHOOL
2014/15
BUDGETARY ACCOUNT SUMMARY
190-6007-569
Pupil Transit Services 7800

Operating Expenditures/Expenses

3190	310	Prof & Tech Services	\$ 182,580	\$ 184,000	\$ 110,160	\$ 184,000
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CITY OF AVENTURA
CHARTER SCHOOL
2014/15
BUDGETARY ACCOUNT SUMMARY
190-6008-569
Operation of Plant 7900



Personnel Services					12000		
1260	160	Other Support Personnel Janitor	\$ 29,722	\$ 29,423	\$ 13,363	\$ 30,306	
2101	221	Social Security- matching	2,158	2,251	1,000	2,318	
2201	211	Pension	3,970	4,119	1,871	4,243	
2301	231	Health, Life & Disability Insurance	13,954	14,135	4,598	14,137	
2302	232	Dental Insurance	589	400	149	400	
2401	241	Workers' Compensation	1,113	224	394	230	
subtotal			\$ 51,506	\$ 50,551	\$ 21,375	\$ 51,634	

Operating Expenditures/Expenses							
3148	312	Planning/Management Fee CSUSA	\$ 354,437	\$ 279,000	\$ 139,500	\$ 280,000	
3201	312	Accounting & Auditing Fees	11,160	15,000	12,400	15,000	
3431	310	Contract-Food Services	69,162	64,000	36,320	69,000	
4101	370	Communications	69,272	65,000	36,322	68,000	
4301	430	Electricity	126,078	151,000	65,985	135,000	
4320	380	Pub Ut Svc Othr Energy Sv	22,630	20,000	9,528	20,000	
4440	360	Office Equip - Leasing Expense	4,834	28,000	12,508	28,000	
4501	320	Insurance & Bond Premium	40,644	35,000	3,997	35,000	
4620	350	Contract- Building Maintenance	143,555	217,000	97,233	217,000	
4635	350	Repairs & Maintenance	129,849	84,000	58,492	84,000	
5120		Computer Supplies/Software	-	21,000	-	9,000	
5290	590	Other Mat'l & Supply	2,856	10,000	718	10,000	
5295	510	Cleaning/Janitorial Supplies	-	1,000	-	1,000	
subtotal			\$ 974,477	\$ 990,000	\$ 473,003	\$ 971,000	

Other Uses							
5901	790	Contingency	\$ (808)	\$ 82,000	-	\$ 85,000	
5905	790	AACC Expenses	2,694	6,000	5,009	7,000	
9129	921	Lease Payments to City Debt Service	444,000	444,000	222,000	444,000	
subtotal			\$ 445,886	\$ 532,000	\$ 227,009	\$ 536,000	



CITY OF AVENTURA
CHARTER SCHOOL
2014/15
BUDGETARY ACCOUNT SUMMARY
190-6009-569
Child Care Supervision 9102

Personnel Services

1260	160	Other Support Personnel	\$ 32,535	\$ 32,805	\$ -	\$ -
		After School Counselor I				
		After School Counselor II				
2101	221	Social Security- matching	2,050	2,510	-	-
2401	241	Workers' Compensation	181	249	-	-
2501	250	Unemployment Compensation	1,450	1,300	-	-
		subtotal	\$ 36,216	\$ 36,864	\$ -	\$ -

Operating Expenditures/Expenses

3113	310	Contract-Recreation Programs	\$ 76,020	\$ 64,000	\$ 73,920	\$ 148,000
3201	312	Accounting & Auditing Fees	2,000	2,000	1,000	2,000
4301	430	Electricity	10,000	10,000	5,000	10,000
4501	320	Insurance & Bond Premium	3,000	3,000	1,500	3,000
4620	350	Contract- Building Maintenance	8,685	8,000	6,656	8,000
4635	350	Repairs & Maintenance	7,622	7,500	3,750	7,500
5290	590	Other Mat'l & Supply	5,846	7,500	1,193	7,500
		subtotal	\$ 113,173	\$ 102,000	\$ 93,019	\$ 186,000

CITY OF AVENTURA
 CHARTER SCHOOL
 2014/15
BUDGETARY ACCOUNT SUMMARY
 190-6010-569
Capital Outlay 7400

Capital Outlay

6401	692	Computer Equipment >5000	\$ 65,011	\$ 40,000	\$ 7,247	\$ 45,000
6402	643	Computer Equipment <5000	74,335	120,500	125,626	97,000
6410	640	Furniture, Fixture & Equipment	-	-	-	-

Upgrade Network Switches and Routers	\$ 10,000
Replace AV Equipment and/or Smartboards	20,000
Phone System Upgrade	15,000
Subtotal	<u>\$ 45,000</u>

Replace 85 Computers/Laptops	\$ 93,500
Replace Color Laser Printer	3,500
Subtotal	<u>\$ 97,000</u>

ORDINANCE NO. 2014-__

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, ADOPTING THE ATTACHED CHARTER SCHOOL OPERATING AND CAPITAL BUDGET FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL FOR FISCAL YEAR 2014/15 (JULY 1 – JUNE 30), PURSUANT TO SECTION 4.05 OF THE CITY CHARTER; AUTHORIZING EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; PROVIDING FOR BUDGETARY CONTROL; PROVIDING FOR PERSONNEL AUTHORIZATION; PROVIDING FOR GIFTS AND GRANTS; PROVIDING FOR AMENDMENTS; PROVIDING FOR ENCUMBRANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AS FOLLOWS:

Section 1. The 2014/2015 Operating and Capital Improvement Program Budget for the Aventura City of Excellence School, a copy of said budget being attached hereto and made a part hereof as specifically as if set forth at length herein, be and the same is hereby established and adopted.

Section 2. Expenditure of Funds Appropriated in the Budget Authorized. Funds appropriated in the Budget may be expended by and with the approval of the City Manager in accordance with the provisions of the City Charter and applicable law. Funds of the City shall be expended in accordance with the appropriations provided in the Budget adopted by this Ordinance and shall constitute an appropriation of the amounts specified therein. Supplemental appropriations or the reduction of appropriations, if any, shall be made in accordance with Section 4.07 of the City Charter.

Section 3. Budgetary Control. The Budget establishes a limitation on expenditures by department total. Said limitation requires that the total sum allocated to the Charter School department for operating and capital expenses may not be increased or decreased without specific authorization by a duly-enacted Resolution affecting such amendment or transfer.

Therefore, the City Manager may authorize transfers from one individual line item account to another, so long as the line item accounts are within the same department and fund.

Section 4. Personnel Authorization. The "Personnel Allocation Summary" enumerates all authorized budgeted positions. However, the City Manager may amend said authorized budgeted positions in order to address the operating needs of the department so long as sufficient budgeted funds are available.

Section 5. Grants and Gifts. When the City of Aventura receives monies from any source, be it private or governmental, by Grant, Gift, or otherwise, to which there is attached as a condition of acceptance any limitation regarding the use or expenditures of the monies received, the funds so received need not be shown in the Operating Budget nor shall said budget be subject to amendment of expenditures as a result of the receipt of said monies, but said monies shall only be disbursed and applied toward the purposes for which the said funds were received. To ensure the integrity of the Operating Budget, and the integrity of the monies received by the City under Grants or Gifts, all monies received as contemplated above must, upon receipt, be segregated and accounted for based upon generally accepted accounting principles and where appropriate, placed into separate and individual trust and/or escrow accounts from which any money drawn may only be disbursed and applied within the limitations placed upon the Gift or Grant as aforesaid.

Section 6. Amendments. Upon the passage and adoption of the Charter School Fund Budget for the City of Aventura, if the City Manager determines that the Department Total will exceed its original appropriation, the City Manager is hereby authorized and directed to prepare such Resolutions as may be necessary and proper to modify any line item from the Budget hereby.

Section 7. Encumbrances. All outstanding encumbrances at June 30, 2014 shall lapse at that time; and all capital outlay encumbrances and capital outlay expenditures not spent during the fiscal year may be re-appropriated in the 2014/2015 fiscal year.

Section 8. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 9. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.



CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

FROM: Eric M. Soroka, ICMA-CM, City Manager 

DATE: April 4, 2014

SUBJECT: **Ordinance Amending 2013/14 Charter School Fund Budget**

1st Reading April 17, 2014 City Commission Meeting Agenda Item 3.B
2nd Reading May 6, 2014 City Commission Meeting Agenda Item _____

RECOMMENDATION

It is recommended that the City Commission approve the attached Ordinance amending the 2013/14 Charter School Fund Budget. The total amount of the amendment is \$275,180.

BACKGROUND

The attached document has been prepared as a clean-up amendment prior to the end of the fiscal year on June 30, 2014. The following is a summary of the amendments:

REVENUES

1. Recognizes \$175,180 in unanticipated State revenue to fund the Teacher Pay Increases included in the 2013/14 State Budget and approved by the City Commission in September 2013.
2. Recognizes \$100,000 as a transfer from the General Fund from the sale of City property recently closed, as previously approved by the City Commission.

EXPENDITURES

1. Provides \$175,180 for Teacher Pay Increases as provided by the State's Budget.
2. Provides \$30,000 to replace air conditioning unit.

3. Provides \$15,000 for security devices at the school.
4. Provides \$50,000 to expedite the replacement of 60 outdated PCs.
5. Provides \$5,000 to finalize the "Bring Your Own Devices" infrastructure.

If you have any questions, please feel free to contact me.

EMS/act

Attachment

CCO1841-14

ORDINANCE NO. 2014-__

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2013-05, WHICH ORDINANCE ADOPTED A CHARTER SCHOOL OPERATING AND CAPITAL BUDGET FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL FOR FISCAL YEAR 2013/2014 (JULY 1 – JUNE 30) BY REVISING THE 2013/2014 FISCAL YEAR BUDGET DOCUMENT AS OUTLINED IN EXHIBIT “A” ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, upon the periodic review and analysis of current budgetary commitments and obligations, and based upon the projected needs and requirements of the Aventura City of Excellence School and upon the recommendations of the City Manager (and the concurrence of the Finance Director as to Accounting Principles), it is deemed necessary to adjust, amend and implement the 2013/2014 Operating and Capital Budget of the Aventura City of Excellence School as set forth in Exhibit “A” attached hereto and made a part hereof.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AS FOLLOWS:

Section 1. The recitals contained in the preamble to this Ordinance are incorporated by reference herein.

Section 2. The City Commission hereby authorizes the amendment of Ordinance No. 2013-05, which Ordinance adopted a budget for the 2013/2014 fiscal year for the Aventura City of Excellence School by revising the 2013/2014 budget as

set forth on the attached Exhibit "A", which exhibit is deemed incorporated by reference as though set forth in full herein.

Section 3. The City Manager is hereby authorized to do all things necessary to carry out the aims of this Ordinance.

Section 4. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by Commissioner _____, who moved its adoption on first reading. This motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

The foregoing Ordinance was offered by Commissioner _____, who moved its adoption on first reading. This motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Commissioner Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Michael Stern	_____
Commissioner Howard Weinberg	_____
Commissioner Luz Urbáez Weinberg	_____
Vice Mayor Billy Joel	_____
Mayor Susan Gottlieb	_____

The foregoing Ordinance was offered by Commissioner _____, who moved its adoption on second reading. This motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Commissioner Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Michael Stern	_____
Commissioner Howard Weinberg	_____
Commissioner Luz Urbáez Weinberg	_____
Vice Mayor Billy Joel	_____
Mayor Susan Gottlieb	_____

PASSED AND ADOPTED on first reading this 17th day of April, 2014.

PASSED AND ADOPTED on second reading this 6th day of May, 2014.

SUSAN GOTTLIEB, MAYOR

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

EXHIBIT A

Budget Amendments
CHARTER SCHOOL FUND 190

OBJECT CODE	CATEGORY	2013/14 ADOPTED BUDGET	2013/14 AMENDED AMOUNT	2013/14 REVISED BUDGET
Revenues				
<u>State Shared Revenues</u>				
3359100	Florida Education Finance Program	6,071,340	175,180	6,246,520
	SUBTOTAL	\$ 6,071,340	\$ 175,180	\$ 6,246,520
<u>Other Non-Revenues</u>				
3811001	Transfers In	\$ 100,000	\$ 100,000	\$ 200,000
	SUBTOTAL	\$ 100,000	\$ 100,000	\$ 200,000
Total Amendments-Revenues			\$ 275,180	
Expenditures				
<u>K-3</u>				
1220	Teacher	\$ 1,351,660	\$ 73,760	\$ 1,425,420
	SUBTOTAL	\$ 1,351,660	\$ 73,760	\$ 1,425,420
<u>4 to 8</u>				
1220	Teacher	\$ 1,817,887	\$ 96,810	\$ 1,914,697
	SUBTOTAL	\$ 1,817,887	\$ 96,810	\$ 1,914,697
<u>Exceptional Student Program</u>				
1220	Teacher	\$ 89,134	\$ 4,610	\$ 93,744
	SUBTOTAL	\$ 89,134	\$ 4,610	\$ 93,744
<u>Operation of Plant</u>				
5120	Computer Supplies/Software	21,000	\$ 5,000	\$ 26,000
	SUBTOTAL	\$ 21,000	\$ 5,000	\$ 26,000
<u>Capital Outlay</u>				
6402	Computer Equipment	\$ 120,500	\$ 50,000	\$ 170,500
6410	Furniture, Fixture & Equipment	-	45,000	45,000
	SUBTOTAL	\$ 120,500	\$ 95,000	\$ 170,500
Total Amendments-Expenditures			\$ 275,180	