

BACKGROUND:

The current adopted language in the Personnel Policies and Procedure Manual allows employees to enter into a contract to purchase a computer system through the Town and the employee repays the contract through payroll deduction.

FISCAL IMPACT:

The proposed amendment to the Personnel Policies and Procedure Manual will not result in a fiscal impact to the Town.

RESOLUTION NO 2014-08

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF APPLE VALLEY
AMENDING THE PERSONNEL POLICIES AND PROCEDURES FOR THE
TOWN OF APPLE VALLEY**

WHEREAS, the Town Council of the Town of Apple Valley has established Personnel Policies and Procedures for the Town of Apple Valley employees; and

WHEREAS, the Town Council of the Town of Apple Valley wishes to modify the Personnel Policies and Procedures for the Town of Apple Valley employees; and

WHEREAS, the Town Council of the Town of Apple Valley wishes to modify Rule 6, Section 6.19 of the Personnel Policies and Procedures.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Rule 4, Section 4.12 shall be amended as indicated in Attachment A.

Unless otherwise noted, the effective date of this Resolution shall be February 25, 2014.

APPROVED and **ADOPTED** by the Town Council of the Town of Apple Valley this 25th day of February, 2014.

Art Bishop, Mayor

ATTEST:

La Vonda M-Pearson, Town Clerk

ATTACHMENT A

Section 4.12 Employee Computer Purchase Program

I. Authorization

The employee computer purchase program is available to all **full time** regular employees. To be eligible to participate in the computer purchase program, an employee must have successfully completed the initial probationary period with the Town of Apple Valley. Under no circumstances will an employee be allowed to make a purchase under this program while in the initial probationary period.

II. Contract Security Agreement

The Town of Apple Valley holds a security interest in all employee computer purchases. Therefore, every contract issued to an employee shall state the following: "WARNING TO BUYER: IF YOU SIGN THIS CONTRACT, YOU WILL BE PUTTING UP THE MERCHANDISE LISTED IN THIS CONTRACT AS SECURITY. THIS MEANS THAT THE MERCHANDISE COULD BE SOLD WITHOUT YOUR PERMISSION AND WITHOUT ANY COURT ACTION IF YOU MISS ANY PAYMENT AS REQUIRED BY THIS CONTRACT. **The employee must maintain the computer equipment in their possession through the duration of the contract. The employee may not dispose of said computer equipment without advance written consent from the Town Manager.**

III. Process

The employee computer purchase program provides employees an opportunity to purchase a complete **business compatible** computer system by making **either 26 or 52** bi-weekly payments (interest free) through a payroll deduction. Systems **may** include **no more than two (2)** desktops, laptops, and tablet computers as well as a monitor, printer, **Microsoft Office suite**, or any combination of these devices not to exceed a total of \$2500.00. Additionally, an employee may not purchase **other** software or peripherals consistent with gaming or entertainment unless those devices or software are included as a component of a computer system package. Once an employee has completed probation or anytime thereafter, the employee may request a computer purchase of their choice through funds provided by the Town. The employee must submit the request to the Information Systems Department, indicating the specific type of computer system they wish to purchase. **The employee must purchase a warranty for all devices with the same term as the length of the employee computer purchase agreement.** After the employee selects the system they wish to purchase, the Information Systems Department will process a Computer Purchase Contract (Ref. Appendix A) to be signed by the employee and the **Town Manager or designee.** **Purchases will only be made after the Town Manager or designee has approved the contract. The Town Manager reserves the right to deny any request for purchase under the Employee Computer Purchase Program.**

Once the purchase has been approved and the contract is signed by the employee and the **Town Manager**, the purchase **shall be made through the Information Systems Department only**.

Information Systems staff will provide the executed contract to the Payroll Department. Payroll staff will provide a copy of the contract **to the employee** and the original contract **will be filed** in the employee's personnel file. Once the Information Systems Department receives the receipt for the computer equipment, **the original receipt will be forwarded to Accounts Payable for processing** and a copy of the invoice and the serial number document (Ref. Appendix B) shall be attached to the computer contract.

III. Restrictions and Covenants

Employees shall not be authorized additional computer purchases until the current contract is paid in full. Employees are limited to purchasing **no more than 2 business compatible systems on any employee computer purchase contract**. Employees shall abide by the agreement outlined in the contract; failure to do so may restrict the employee from future computer purchases through the Town of Apple Valley. In addition, employees may not sell or otherwise dispose of any piece of equipment purchased on the contract until the contract is paid off in full. Any employee leaving the Town of Apple Valley with an outstanding computer contract balance shall authorize having the balance deducted from their final paycheck **in accordance with all applicable laws**. Any amount not covered by the final check must be paid by the employee prior to leaving employment with the Town of Apple Valley. Failure to pay the contract off prior to termination of employment will require the employee to return all the equipment to the Town of Apple Valley and will subject the employee to a court judgment for the outstanding balance due.

Town of Apple Valley

Employee Computer Purchase Contract

Page 2

To Be Completed by the HR Payroll Coordinator

4. The employee does not have a current employee computer purchase agreement and is off initial Town probation.

Approved.

Disapproved.

HR Payroll Coordinator

Date

To Be Completed by the Information Systems Supervisor

5.

Approved.

Disapproved.

Information Systems Supervisor

Date

To Be Completed by the Town Manager or designee

6.

Approved.

Disapproved.

Council Meeting Date: 02/25/2014

If the Approved box has been marked, I hereby certify that, under policy guidelines established by the Town of Apple Valley, the above named employee is eligible to purchase the computer equipment specified on the attachment(s) hereto, and is otherwise eligible to participate in the Town's payroll deduction plan for such equipment.

Town Manager or designee Date

TOWN OF APPLE VALLEY

EMPLOYEE COMPUTER PURCHASE PROGRAM

Promissory Note for: Employee Computer Purchase Loan

Date: _____

For value received, I, _____, promise to pay to the order of the Town of Apple Valley the sum of ----- \$ (\$). In installments through equal successive payroll deductions as follows: \$_____ for 26 or 52 pay periods beginning on the next pay period until paid in full. ____ (initials)

1. Termination of Employment. In the event of termination of employment for any reason, the entire principal sum then unpaid shall immediately be due and payable, without notice. I agree to authorize that any remaining unpaid balance shall first be deducted from the final paycheck in accordance with applicable law. In the event the final paycheck is not sufficient to pay off the principal sum, then any resultant balance must be paid, in full, with other resources of the borrower. ____ (initials)

2. Attorney's Fees. The undersigned shall pay all reasonable attorney's fees incurred by holder in enforcing any right or remedy under this note. ____ (initials)

3. Incorporation by Reference. All provisions of the Town of Apple Valley Employee Computer Purchase Program, as well as the approved Loan Request and Agreement, are hereby incorporated by reference. ____ (initials)

4. Failure to Pay: Failure to pay the contract off prior to termination of employment will require the employee to return all the equipment to the Town of Apple Valley and will subject the employee to court judgment for the outstanding balance due. ____ (initials)

5. WARNING TO BUYER: IF YOU SIGN THIS CONTRACT, YOU WILL BE PUTTING UP THE MERCHANDISE LISTED IN THIS CONTRACT AS SECURITY. THIS MEANS THAT THE MERCHANDISE COULD BE SOLD WITHOUT YOUR PERMISSION AND WITHOUT ANY COURT ACTION IF YOU MISS ANY PAYMENT AS REQUIRED BY THIS CONTACT. YOU MUST MAINTAIN THE MERCHANDISE IN YOUR POSSESSION THROUGH THE DURATION OF THE CONTRACT. YOU MAY NOT DISPOSE OF SAID COMPUTER EQUIPMENT WITHOUT ADVANCED WRITTEN CONSENT FROM THE TOWN MANAGER. ____ (initials)

Employee's Name

Employee's Signature

Date



DOCUMENT OF RECEIPT

Date: _____

Employee Name: _____

I have received for the following:

(1) Serial# _____ Initials _____

Employee's Name

Employee's Signature

Date



Town of
Apple Valley

ATTACHMENT A

ATTACH ALL:

Back up documents, including pictures of items purchased.