

## **EMPLOYMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1st day of October, 2014, by and between the City of Orlando, a Florida municipal corporation, hereinafter referred to as "the City", and **Tyler Chandler**, hereinafter referred to as "Contractor."

### **WITNESSETH:**

**WHEREAS**, the Orlando After-School All-Stars, Inc. Board of Directors is desirous of obtaining the services of a State Director of After-School All-Stars, the position being on a full time basis for a definite length of time with duties, responsibilities and qualifications as defined in "Exhibit A" attached and desires the City to enter into a contract with the Contractor; and

**WHEREAS**, the Orlando After-School All-Stars, Inc. Board of Directors voted to recommend employment of Tyler Chandler as the State Director for a period of up to three (3) years and will continue to pay all salary, benefits and expenses of the position in excess of \$30,000 per year; and

**WHEREAS**, Contractor wishes to obtain employment with the City to perform the duties and responsibilities of State Director for Orlando After-School All-Stars, for a definite length of time by contract;

**NOW, THEREFORE**, in consideration of these premises and of good and sufficient consideration, the parties do hereby covenant and agree to the following:

1. The City hereby agrees to employ Contractor and Contractor agrees to be employed by the City as the State Director for After-School All-Stars, to perform the duties and responsibilities as set forth in "Exhibit A", attached hereto, for a period of three (3) years, such period of employment to commence on or about October 1, 2014, and terminate on the 30<sup>th</sup> day of September, 2017; however, this Agreement may be terminated earlier, as provided below.

2. The parties agree that the duties of the Contractor may be changed from time to time by the mutual consent of the City, After-School All-Stars Board of Directors and the Contractor. Notwithstanding any change, the employment of the Contractor shall be construed as continuing under this Agreement as modified.

3. In consideration for the services provided by the Contractor, the Contractor shall be paid by the City a salary of \$110,000 per year payable on a bi-weekly basis, consistent with the terms of the Orlando After-School All-Stars/City of Orlando Partnership Agreement. (This Partnership Agreement provides that the City's financial responsibility for this position is capped at \$30,000.) This sum may be supplemented in further years during the term of this Agreement by increases as provided for in City policy. Contractor will not be entitled to any overtime wage payments.

4. The Contractor agrees to devote his entire productive time, ability and attention to the business of the City during the term of this contract. The Contractor shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the City.

5. The Contractor shall be entitled to all City benefits otherwise provided to Administrative/Professional level employees as outlined in City Policy and Procedure 808.9.

6. The Contractor agrees to abide by and comply with all state and federal statutes, City ordinances and rules, regulations, policies and procedures of the City and After-School All-Stars during the term of her employment.

7. If Contractor breaches any of the terms of this Agreement or fails to fully perform his duties and responsibilities, he may be subject to immediate disciplinary action by the City and/or Orlando After-School All-Stars up to and including termination of his employment. Such discipline shall be in addition to, and shall not prejudice, any other remedy to which the City or After-School All-Stars may be entitled either at law, in equity, or under this Agreement.

8. In addition to the provisions for termination as set forth in paragraph 7 of this Agreement, this Agreement may be terminated by either party upon thirty (30) days written notice.

9. In the event of the termination of this Agreement prior to the completion of the term of employment specified in Paragraph One (1), the Contractor shall be entitled to the compensation earned through to the time of termination, computed pro rata. Contractor shall be entitled to no further compensation as of the date of termination.

10. This Agreement contains all terms and conditions agreed upon by the parties and supersedes all prior other Agreements between the parties. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.

11. The validity, interpretation, construction and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. Should any litigation occur as a result of or in conjunction with this Agreement, any such disputes shall be litigated in Orange County, Florida. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement the day and year first above written.

**CITY OF ORLANDO:**

\_\_\_\_\_  
Mayor/Pro Tem

ATTEST:

\_\_\_\_\_  
Alana C. Brenner., City Clerk

APPROVED AS TO FORM AND LEGALITY  
For the use and reliance of the City of Orlando,  
Florida, only

\_\_\_\_\_, 2014

\_\_\_\_\_  
Chief Assistant City Attorney  
Orlando, Florida

**WITNESSES:**

**CONTRACTOR:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Tyler Chandler

\_\_\_\_\_  
Print Name: \_\_\_\_\_