

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT**, is made and entered into this 14<sup>th</sup> day of November, 2016, by and between the City of Orlando, a Florida municipal corporation, hereinafter referred to as "the City", and Sierra Newhouse, hereinafter referred to as "Contractor."

### W I T N E S S E T H:

**WHEREAS**, the City is desirous of retaining the services of an "After-School All-Stars Coordinator-Contract," 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

**WHEREAS**, Contractor wishes to obtain employment with the City to perform the duties and responsibilities of the "After-School All-Stars Coordinator-Contract," 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 an "After-School All-Stars Coordinator-Contract" to perform the duties and responsibilities as set forth in "Exhibit A", attached hereto, for a period of approximately two (2) years, such period of employment to commence on or about the 14<sup>th</sup> day of November, 2016, and terminate on the 30<sup>th</sup> day of September, 2018; 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 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 at the rate of \$21.66 per hour, to be computed and paid on a bi-weekly basis. This sum may be increased during the term of this Agreement as provided for in City policy or other City adjustments. If the Contractor is required by the City to work for more than forty (40) hours in any week (0001 a.m. Sunday through midnight Saturday), she shall be compensated at the appropriate overtime rate in accordance with existing City policy and if it is required by the Fair Labor Standards Act.

4. The Contractor agrees to devote her 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 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 during the term of her employment.

7. If Contractor breaches any of the terms of this Agreement or fails to fully perform her duties and responsibilities, she may be subject to immediate disciplinary action by the City up to and including termination of his/her employment. Such discipline shall be in addition to, and shall not prejudice, any other remedy to which the City 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. 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:

\_\_\_\_\_  
Amy Iennaco, City Clerk

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

\_\_\_\_\_, 2016

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

**WITNESSES:**

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

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

**CONTRACTOR:**

\_\_\_\_\_  
Sierra Newhouse

## “Exhibit A”

### Duties of the After-School All-Stars Coordinator-Contract:

- Performs administrative and supervisory work in planning, coordinating and conducting the ASAS program and all AmeriCorps grant projects.
- Assist in managing the overall operations and implementation of all AmeriCorps grant projects.
- Oversee collection and preparation of program data for performance reports.
- Assist in the management of all other ASAS programs and staff.
- Manage ASAS and AmeriCorps staff’s professional development and training implementation plan.
- Assist in developing community partnerships and supervising project associates.
- Responsible for assisting in the completion of formative and summative evaluations with oversight from the agency’s executive director.
- Assist in the creation of the overall program design, structure and curriculum taught.
- Review, monitor and ensure adherence of AmeriCorps and Orlando ASAS program goals and objectives.
- Manage, analyze and evaluate existing Orlando ASAS programs and AmeriCorps grant projects. Initiate corrective action when needed.
- Assist in the implementation of City of Orlando policy and procedures in the areas of administration, operations, curriculum and finance.
- Assist in the management of all other Orlando ASAS grant programs and data collection processes.

