

## **EMPLOYMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into this 28<sup>th</sup> day of August, 2017, by and between the City of Orlando, a Florida municipal corporation, hereinafter referred to as "the City", and Janet Tauszik, 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 Cultural Arts Specialist, 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 Cultural Arts Specialist, 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 Cultural Arts Specialist, to perform the duties and responsibilities as set forth in "Exhibit A", attached hereto, for a period of approximately one (1) year, such period of employment to commence on or about the 1st day of October, 2017, 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 \$17.33 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. The agreed compensation is for a basic work week of forty (40) hours. 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 as 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 non-exempt/technical/clerical 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 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:

\_\_\_\_\_  
Denise Aldridge, City Clerk

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

\_\_\_\_\_, 2017

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

**WITNESSES:**

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

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

**CONTRACTOR:**

\_\_\_\_\_  
Janet Tauszik

## EXHIBIT A

**JOB DESCRIPTION:** AFTER-SCHOOL ALL-STARS CULTURAL ARTS SPEC-CON

**BENEFIT GROUP:** CG

**JOB CODE:** ARM65

**PAY GRADE:** NB106

**AUTHORIZED STRENGTH:** 1

**PAY RANGE:** Min: \$17.33 per hour  
Mid: \$21.66 per hour  
Max: \$24.19 per hour

### NATURE OF WORK:

Performs professional and technical graphic design for printing, Internet, and multimedia. Work is of a specialized nature requiring technical and creative ability to combine images, words, and ideas to convey information to an audience. An employee assigned to this classification is responsible for producing flyers, posters, brochures, invitations, annual reports, banners, artwork/graphics and web design support to the department to market its service to City residents. Work is performed under general supervision of the Communications & Neighborhood Relations Graphic Supervisor and is reviewed through discussions and evaluation of results obtained.

### EXAMPLES OF WORK PERFORMED:

**NOTE: THE LISTED DUTIES ARE ONLY ILLUSTRATIVE AND ARE NOT INTENDED TO DESCRIBE EVERY FUNCTION THAT MAY BE PERFORMED BY THIS JOB CLASS. THE OMISSION OF SPECIFIC STATEMENTS DOES NOT PRECLUDE MANAGEMENT FROM ASSIGNING SPECIFIC DUTIES NOT LISTED IF SUCH DUTIES ARE A LOGICAL ASSIGNMENT TO THE POSITION.**

Designs and produces artwork/graphic artwork and layouts for print, Internet or media presentations primarily for the Families, Parks, and Recreation Department; artwork/graphic artwork may include web design support, flyers, posters, brochures, invitations, banners, posters, presentation boards, marketing brochures, etc. Provides quality desktop publishing graphic illustration layout service through the use of the current Adobe Creative Suite software. Prepares highly visible printed copy and develops graphic design according to client specification through the proper selection of type styles and sizes, format arrangement and overall design characteristics to meet City standards and deadlines. Assembles and develops printing components such as digital copy, graphics and photo inserts into final layout form. Mounts large copy, photos, etc., on foam board for displays. Meets with clients to discuss project specifications, deadlines and printing costs, to review rough drafts/dummy sheets, and to attain approval of a finished product prior to printing. Responsible for proofing work products for obvious errors prior to submitting to clients for review. Researches and plans for new operating and production methods. Performs other related duties as required.

### KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of the principles and accepted practices of graphics. Knowledge in such arts and techniques as graphics, renderings, layout and design Knowledge of Internet creation and design. Knowledge of computer graphics software. Skilled in the use of drafting and commercial art tools and equipment such as laminator machines, printer

plotter, wall mounted and table top paper & foam core cutting machines. Skilled in designing in a MAC based environment and in the current Adobe Creative Suite software. Ability to establish and maintain effective working relationships with associates, City employees and the general public. Ability to express ideas clearly and concisely, both orally and in writing.

**MINIMUM QUALIFICATION REQUIREMENTS:**

Associate's degree with major course work in graphic arts or related field and two (2) years graphic design experience, one (1) year experience of which must have been in Internet creation; or an equivalent combination of education, training and experience.