

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 2017, 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."

W I T N E S S E T H:

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 one (1) year 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 one (1) year, such period of employment to commence on or about October 1, 2017, and terminate on the 30th 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, 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 an annual salary of \$117,832, to be computed and paid 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. The agreed compensation is for a basic work week of forty (40) hours. 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 his 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:

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:

Tyler Chandler

EXHIBIT “A”

Duties of the Orlando After-School All-Stars State Director are as follows:

- Act as the primary liaison between Orlando After-School All-Stars and the City of Orlando’s Families, Parks and Recreation Department for the purposes of coordination and implementation of youth services where mutually beneficial.
- Serve at the pleasure and direction of the City of Orlando and Orlando After-School All-Stars (Orlando ASAS) Board of Directors.
- Oversee and coordinate the development and execution of the year-round operations of Orlando ASAS to include before and after school programs, summer camps, sports activities, educational projects, cultural programs and special events.
- Support the Orlando ASAS Board of Directors, maintaining consistent and effective communications with all board members and cultivating their participation and interest in agency goals, events, and programs.
- Develop and execute a comprehensive marketing and media strategy to facilitate the achievement of agency goals, objectives and plans.
- On an annual basis, develop, plan, coordinate and execute fund-raising special events to meet the financial/revenue goals established by the Orlando ASAS Board of Directors.
- Prepare an annual operating budget for approval by the Orlando ASAS Board of Directors and Orlando City Council, and manage all facets of the approved budget, including providing quarterly reports to the Board of Directors.
- Schedule, post and facilitate Orlando ASAS Board of Directors meetings, ensuring timely preparation and distribution of the agenda, development of thorough board materials, and coordination with the board chairman on all agenda items.
- Establish working relationships with other related community organizations, sponsors, community participants, public safety agencies, religious institutions and public/private schools in the Orlando area to facilitate program participation and support.
- Supervise, guide and direct staff assigned to this program, ensuring compliance with all city policies and performance criteria.
- Prepare and issue an annual report highlighting the activities, performance and accomplishments of the program, annually evaluate the activities, direction and performance of the program and advise the Board of Directors on appropriate adjustment and/or new goals.

- Perform other duties as needed to facilitate the accomplishment of program goals as established by the Board of Directors.
- Develop short and long term funding strategies for agency that includes annual fund raising projects, grant initiatives, creation of sponsorship incentive packages, coordination of projects with ASAS National office and donor development.
- Increase private donations and funding through the addition of 3 to 5 new corporate or community sponsorships annually and procure 3 to 5 new corporate, state or federal grants annually.
- Increase Board of Directors membership by adding new board members annually as needed according to the Board of Directors and be responsible for the orientation and training of new board members.
- Work with the After-School All-Stars National Office pursuant to the license agreement and ensure full compliance with all tenets of the license and maintain the established 501c(3) tax organization structure of all ASAS chapters in Florida.
- Serve as the primary liaison between ASAS National, the Florida chapter BOD's and the chapters' various public/private partner agencies for the purposes of coordination and implementation of youth services where mutually beneficial.
- Manage the Florida chapter's supervisory staff to ensure completion of all administrative and operational goals/objectives to include; budget management and fiscal accountability, policy and compliance requirements, fundraising and board management, and program and staff management.
- Where possible, streamline staff responsibilities and chapter practices, unify student services across all chapters and create a best practices model to level all program aspects to model status.
- Create, implement and manage statewide strategic initiatives to include;
 - Creation of statewide advocacy model to target both local and state government agencies and officials with the goals of increasing public funding.
 - Creation of development model to market ASAS Florida to private entities and corporate foundations.
 - Creation of new statewide grant writer and utilization of combined statistical metrics and accomplishments to secure large scale projects that individual chapters were unable to qualify for in the past.