

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October, 2017, by and between the City of Orlando, a Florida municipal corporation, hereinafter referred to as "the City", and Star Hudspath, 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 (ASAS) Director of External Affairs, the position being on a full time contract 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 ASAS Director of External Affairs, 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 ASAS Director of External Affairs 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 the 1st day of October, 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 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 \$91,603.20, 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. Contractor will not be entitled to any overtime wage payments.

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 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:

Star Hudspath

“Exhibit A”

Job Title: ASAS Director of External Affairs**Nature of Work:**

Performs administrative and professional work directing and coordinating the development and execution of the ASAS Orlando fundraising plan. The Director of External Affairs will also be responsible for maintaining relationships with government, foundations, and individual partners, as well as raising awareness for ASAS. Work is performed under the direction of the ASAS State Director and is reviewed through meetings, reports submitted, observation, and evaluation of results obtained.

Knowledge, Skills and Abilities:

- Knowledge of fund development and non-profit management.
- Knowledge of youth development programs.
- Knowledge of state, federal and corporate grant administration.
- Knowledge of school district policy, practices and systems.
- Ability to plan, direct and review the work of others.
- Ability to work with a wide range of program stakeholders (students, staff, school district, community partners).
- Excellent computer software skills – Microsoft Office (Word, Excel and Access), email/electronic calendar and data collection systems.

Examples of Work Performed / Duties and Responsibilities:

- Work with the City of Orlando, ASAS State Director and ASAS BOD's to develop and implement a fundraising strategy to support the goals, objectives and activities.
- Manage internal processes for tracking donors, prospects, sponsors and funding, including maintaining accurate records of relationships, deadlines, and funding requirements and ensuring compliance with applicable reporting guidelines.
- Raise funds from corporations, foundations, individuals and government agencies.
- Develop and manage ASAS BOD's.
- Work with the BOD's to strategize, plan, and solicit major sponsors and donors.
- Prepare and distribute, as appropriate, all needed materials for soliciting sponsors.
- Research and write or supervise the preparation of grant applications or sponsorship proposals.
- Develop, manage and maintain relationships with media and use them to communicate the message of ASAS and promote appropriate events.
- Implement social media and online communication strategy.
- Work with colleagues across the ASAS national network to share information, resources, and leads and collaborate on national efforts
- Ensure that marketing and fund development are carried out in keeping with the organization's values, mission, vision and plans
- Travel to off-site meetings, trainings, and events.
- Perform other duties as assigned