

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of November, 2018, 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".

WITNESSETH:

WHEREAS, the City is desirous of retaining the services of a Graphic Designer III, 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 a Graphic Designer III, 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 a Graphic Designer III, 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 19th day of November, 2018, and terminate on the 18th day of November, 2019; 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 \$21.30 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 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

November 8, 2018
Notasha Williams
Chief Assistant City Attorney
Orlando, Florida

WITNESSES:

[Signature]
Print Name: Tanya Clark
[Signature]
Print Name: Susan D. Harris

CONTRACTOR:

Janet Tauszik
Janet Tauszik

EXHIBIT A

JOB DESCRIPTION: Graphic Designer III - CON

JOB CODE: XCSG3

PAY GRADE: S14

PAY RANGE: Min: \$21.30 per hour
Mid: \$26.63 per hour
Max: \$31.96 per hour

NATURE OF WORK:

Performs technical work with responsibility for the preparation of graphic materials and publications. Work is of a specialized nature requiring administrative and advanced technical ability in the coordination of related graphics projects, in addition to performance of complex artwork and graphics assignments and special technical reports and studies. 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.

Performs advanced layout, design, graphic art and production work associated with complex, multi-platform graphics projects, including layouts for print, social media, web or multimedia. Prepares highly-visible printed copy and develops marketing tools according to client specification through the proper selection of type, format arrangement and overall design characteristics to meet City standards and deadlines. Meets with clients to discuss project specifications, deadlines and printing costs; recommends and implements the most visually and cost-effective graphic presentation. Maintains graphic section operating supplies and equipment inventory. Performs other related duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

Advanced knowledge of Adobe Creative Cloud computer graphics software. Advanced knowledge of the principles and accepted practices of graphic design, including strong conceptual skills, layout and typography. Advanced knowledge of digital asset creation and design, including Word Press, HTML and CSS. Working knowledge of Adobe After Effects. Advanced knowledge of print and large format design production. Knowledge of online email programs such as Mail Chimp and/or Constant Contacts. Knowledge of grammar and punctuation. Skilled in creative, organizational, problem-solving and time-management. Skilled in designing in a Mac based environment using Adobe Creative Cloud products. Skilled in taking projects from start to finish with minimal supervision.

Skilled in understanding, anticipating and meeting client expectations while complying with city brand compliance. Ability to take responsibility of current projects and prioritize own work schedule and responsibilities. Ability to establish and maintain effective working relationships with associates, city employees, vendors and the general public. Ability to express ideas clearly and concisely, both orally and in writing. Ability to conceive and implement marketing and branding projects in a team-based environment. Ability to work under pressure to meet tight deadlines and work in a fast-paced environment. Ability to think creatively to produce new ideas and concepts from scratch for events and programs. Ability to present finalized ideas and concepts to clients with confidence.

MINIMUM QUALIFICATION REQUIREMENTS:

Associate's Degree with major coursework in graphic arts or related field and four (4) years Internet creation experience; or an equivalent combination of education, training and experience.