



CITY OF KETTERING 2018 MAR -2 AM 10: 28 SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and <u>KELLY SHAMBARGER</u>, hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

WITNESSETH:

Section 1 - Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: 2018 SEASON FRAZE CROWD MANAGEMENT and for performing other related duties as may be required, all subject to this Agreement.

Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$11.50/HOUR No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

<u>Section 5 - Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

Section 6 - Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

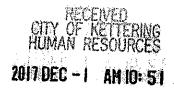
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff who have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- Section 8 Records and Forms. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| following his or her signature. This Agreement shall | be in force commencing: 3/5/2018 and |
|--|--------------------------------------|
| terminating: <u>12/9/2018</u> . | |
| CITY OF KETTERING | a d |
| By: | July De Standarga |
| Signature of Department Director | Signature of Special Employee |
| FUL Mary Beth Thaman | Kelly TO Showbarrow |
| (print or type Director's name) | (print or type name of Employee) |
| Date signed: 3/2/18 | Date signed by employee: 224/18 |
| Approved as to form: | |
| Theodore A. Hamer III | |
| Law Director | |

Equal Opportunity Employer

11/23/2016





This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Melissa Sherwood hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below. WITNESSETH: <u>Section 1 – Purposes of Employment</u>. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Water Workout Instructor Drop In performing other related duties as may be required, all subject to this Agreement. Section 2 - Rules, Supervision, The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and PRCA Department, whether procedures of the CITY and its existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff. Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$16.55/hr. . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system. Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the

Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

<u>Section 5 – Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

Section 6 – Termination Without 14 Days" Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

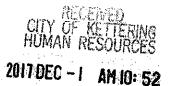
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <u>any way</u> subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
 - <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
 - <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
 - <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
 - <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
 - <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
 - Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
 - <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
 - <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| IN WITNESS WHEREOF, each party has signature. This Agreement shall be terminating: 12/09/18 | |
|---|-----------------------------------|
| CITY OF KETTERING | |
| By: Signature of Department Director | Signature of Special Employee |
| Mary Beth Thaman | Melissa Sherwood |
| (print or type Director's name) | (print or type name of Employee) |
| Date signed: 6/1/7 | Date signed by employee: 11 28/17 |

Equal Opportunity Employer

5/10/2017





| This Agreement is entered into by and bety | ween the City of Kettering, Ohio, hereinafter called |
|---|--|
| he CITY and Cynthia Sonntag | hereinafter called the SPECIAL EMPLOYEE |
| or simply the EMPLOYEE, in consideration of th | |
| | |
| WITNESSETH: | |
| | e CITY hereby employs the personal services of the |
| SPECIAL EMPLOYEE for the purpose(s) of: Ice | e Instructor's Aide and for |
| performing other related duties as may be required | I, all subject to this Agreement. |
| | |
| | CIAL EMPLOYEE agrees to perform the services |
| | ent with all applicable rules, regulations, policies and |
| procedures of the CITY and itsP | PRCA Department, whether |
| | CIAL EMPLOYEE further agrees to submit to the |
| awful supervision and direction of those in authorit | ty on the CITY's staff. |
| | |
| <u>Section 3 – Compensation</u> . The CITY agree | rees to pay the SPECIAL EMPLOYEE, for services |
| provided, in the following manner: | \$8.15/hr. 2.30 (R.). No other compensation |
| | essly provided for in this Agreement. The CITY shal |
| make deductions from the SPECIAL EMPLOYEE | E's pay as required by law, including but not limited |
| | y contributions to FICA/Medicare or the Ohio Public |
| Employees Retirement system. | |
| C C A P 1 AWII N C | The ODECYAL EMPLOYEE and the |
| | Termination. The SPECIAL EMPLOYEE and the |
| | which is conditioned upon an "employment-at-will" |
| basis. Specifically, the SPECIAL EMPLOYEE has | s the right to terminate this Agreement at any time |

- subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
- Section 5 Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
- Section 6 Termination Without 14 Days" Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

Section 7 – No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <u>any way</u> subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.

<u>Section 8 – Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.

<u>Section 9 - Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.

<u>Section 10 – Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.

<u>Section 11 – Conflicts of Interest.</u> The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.

<u>Section 12 – Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.

Section 13 – Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.

<u>Section 14 – Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.

<u>Section 15 – Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

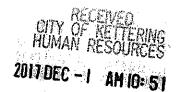
6710:52

| | IN WITNESS WHEREOF, each party has s ving his or her signature. This Agreement shall leading: 12/09/18 | |
|-------------|--|--|
| CITY By: | OF KETTERING PAVIS | Signature of Special Employee |
| | Signature of Department Director | Signature of Special Employee Cynthia Sonntag |
| | Mary Beth Thaman | |
| | (print or type Director's name) | (print or type name of Employee) |
| | Date signed: 12/1/17 | Data signed by employee: 1/0.15 2.010 |

Equal Opportunity Employer

5/10/2017





This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Cynthia Sonntag hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below. WITNESSETH: Section 1 - Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Ice Pro Private and for performing other related duties as may be required, all subject to this Agreement. Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and PRCA Department, whether procedures of the CITY and its existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff. Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services \$16.51/hr. No other compensation provided, in the following manner: or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system. Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter. Section 5 - Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City

<u>Section 6 – Termination Without 14 Days' Notice</u>. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

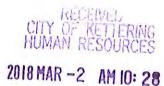
13 場構

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| IN WITNESS WHEREOF, each party has sig following his or her signature. This Agreement shall be terminating: 12/09/18 | |
|--|---------------------------------------|
| , | |
| CITY OF KETTERING | |
| By: Signature of Department Director | Signature of Special Employee |
| Mary Beth Thaman | Cynthia Sonntag |
| (print or type Director's name) | (print or type name of Employee) |
| Data signed: 17/1/1/ | Data signed by amplayed: No. 215 2010 |

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Cynthia Sonntag hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below. WITNESSETH: Section 1 - Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Ice Pro Private and for performing other related duties as may be required, all subject to this Agreement. Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its **PRCA** Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff. Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$18.16/hr. . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall

Section 4 — Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public

Employees Retirement system.

<u>Section 5 – Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

Section 6 – Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

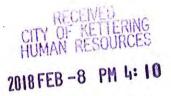
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- <u>Section 13 Modification</u>. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| IN WITNESS WHEREOF, each problem following his or her signature. This Agreem | party has signed this Agreement on the day and year nent shall be in force commencing: 03/05/18 and |
|--|---|
| terminating: 12/09/18 | |
| | |
| CITY OF KETTERING | |
| By: | Avis Cynthia Sonntag |
| Signature of Department Director | Signature of Special Employee |
| FAL Mary Beth Thaman | Cynthia Sonntag |
| (print or type Director's name) | (print or type name of Employee) |
| Date signed: 3/2/18 | Date signed by employee: 28 Full 2018 |

Equal Opportunity Employer

5/10/2017





This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called

| the CITY and Cynthia Sonntag | hereinafter called the SPECIAL EMPLOYEE |
|--|--|
| or simply the EMPLOYEE, in consideration of | f the mutual premises set forth below. |
| WITNESSETH: | |
| Section 1 - Purposes of Employment. | The CITY hereby employs the personal services of the |
| SPECIAL EMPLOYEE for the purpose(s) of: | Lifeguard Training and for |
| performing other related duties as may be requi | |
| required in a professional manner which is cons procedures of the CITY and its | PECIAL EMPLOYEE agrees to perform the services istent with all applicable rules, regulations, policies and PRCA Department, whether |
| existing now or subsequently adopted. The SI lawful supervision and direction of those in auth | PECIAL EMPLOYEE further agrees to submit to the |
| provided, in the following manner: | agrees to pay the SPECIAL EMPLOYEE, for services \$10.00/hr No other compensation spressly provided for in this Agreement. The CITY shall EE's pay as required by law, including but not limited any contributions to FICA/Medicare or the Ohio Public |
| CITY have an employee-employer relationship | of Termination. The SPECIAL EMPLOYEE and the which is conditioned upon an "employment-at-will" has the right to terminate this Agreement at any time, |

e (" subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

Section 5 - Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

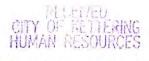
Section 6 - Termination Without 14 Days" Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| IN WITNESS WHEREOF, each party h following his or her signature. This Agreement sh terminating: 12/09/18 | nas signed this Agreement on the day and year nall be in force commencing: 02/05/18 and |
|--|---|
| CITY OF KETTERING | |
| By: Signature of Department Director | Signature of Special Employee |
| Mary Beth Thaman | Cynthia Sonntag |
| (print or type Director's name) | (print or type name of Employee) |
| Date signed: | Date signed by employee: 2 2 18 |

Equal Opportunity Employer

5/10/2017



2018 AUG 14 PM 2: 33

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Jonah Sonntag hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

WITNESSETH:

Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Assistant Facility Coordinator and for performing other related duties as may be required, all subject to this Agreement.

Section 2 — Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.

Section 3 — Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$16.00/hr.

No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

Section 4 — Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

<u>Section 5 – Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

<u>Section 6 – Termination Without 14 Days" Notice</u>. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

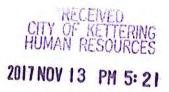
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <u>any way</u> subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- Section 15 Compensable Monthly Hour. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| IN WITNESS WHE following his or her signature terminating: 05/20/19 | | as signed this Agreement of all be in force commencing | |
|---|---------------|--|-----------------|
| CITY OF KETTERING By: | <i></i> | Al. | 3 |
| Signature of Departn | nent Director | Signature of Spe | cial Employee |
| Mary Beth Thama | n | Jonah Sonntag | |
| (print or type Directo | or's name) | (print or type na | me of Employee) |
| Date signed: | 1/13/18 | Date signed by e | mployee: 8/7/18 |

Equal Opportunity Employer

5/10/2017





This Agreement is entered into by and between the City of Kettering Ohio hereinafter called

| the CITY and Michael Sparks | hereinafter called the S | PECIAL EMPLOYEE |
|---|---|--|
| or simply the EMPLOYEE, in consideration | of the mutual premises set forth | ı below. |
| WITNESSETH: | | |
| SPECIAL EMPLOYEE for the purpose(s) o | . The CITY hereby employs the of: CDL Bus/VanDriver | personal services of the |
| performing other related duties as may be requ | uired, all subject to this Agreem | ent. |
| Section 2 – Rules, Supervision. The required in a professional manner which is comprocedures of the CITY and its existing now or subsequently adopted. The Slawful supervision and direction of those in aut | nsistent with all applicable rules, PRCA SPECIAL EMPLOYEE further | regulations, policies and Department , whether |
| Section 3 — Compensation. The CITY provided, in the following manner: \$15.00 or benefits is either implied or due, except as e make deductions from the SPECIAL EMPLOY to, federal, state and local tax withholdings and | 0/hr. expressly provided for in this Aga YEE's pay as required by law, in | No other compensation reement. The CITY shall neluding but not limited |
| Employees Retirement system. | | |
| | | |

Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

Section 5 - Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

Section 6 - Termination Without 14 Days" Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <u>any way</u> subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| IN WITNESS WHEREOF, each party has following his or her signature. This Agreement shall terminating: 12/09/18 | signed this Agreement on the day and year be in force commencing: 12/11/17 and |
|---|--|
| CITY OF KETTERING | |
| By: Signature of Department Director | Signature of Special Employee |
| Mary Beth Thaman | Michael Sparks |
| (print or type Director's name) | (print or type name of Employee) |
| Date signed: | Date signed by employee: |

Equal Opportunity Employer

5/10/2017



HUHAN RESOURCES 2018 NOV 13 PM 4: 09

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Michael Sparks hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below. WITNESSETH: Section 1 - Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: CDL Bus/Van Driver and for performing other related duties as may be required, all subject to this Agreement. Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and **PRCA** procedures of the CITY and its Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff. Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services . No other compensation provided, in the following manner: 15.00/hr. or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system. Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14)

<u>Section 5 – Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

the City Charter.

days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to

<u>Section 6 – Termination Without 14 Days' Notice</u>. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
 - <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
 - <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
 - <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
 - Section 11 Conflicts of Interest. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
 - Section 12 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
 - Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
 - <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
 - <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| | party has signed this Agreement on the day and year nent shall be in force commencing: 12/10/18 and |
|---------------------------------|---|
| CITY OF KETTERING | |
| By: Signature of Department | Signature of Special Employee |
| Director Mary Beth O'Dell | Michael Sparks |
| (print or type Director's name) | (print or type name of Employee) |
| Date signed: | Date signed by employee: |

Equal Opportunity Employer

5/10/2017





CITY OF KETTERING 2017 DEC -6 PM 3:25 SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and TRACEY SPECK, hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

WITNESSETH:

Section 1 - Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: 2018 SEASON FRAZE CROWD MANAGEMENT and for performing other related duties as may be required, all subject to this Agreement.

Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$11.50/HOUR No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

<u>Section 5 - Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

Section 6 - Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff who have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- Section 10 Severability and Construction. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| IN WITNESS WHEREOF, each party h following his or her signature. This Agreement shall | has signed this Agreement on the day and year ll be in force commencing: 12/11/2017 |
|---|---|
| and terminating: <u>12/9/2018</u> . | |
| CITY OF KETTERING | |
| By: Signature of Department Director | Signature of Special Employee |
| Mary Beth Thaman (print or type Director's name) | Tracy Speck (print or type name of Employee) |
| Date signed: 12/6/17 | Date signed by employee: 12/3/17 |
| | |

Equal Opportunity Employer

11/23/2016





2017 DEC -6 PM 3: 25

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and PAULA SPICER, hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

WITNESSETH:

Section 1 - Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: 2018 SEASON FRAZE CROWD MANAGEMENT and for performing other related duties as may be required, all subject to this Agreement.

Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its **PRCA Department**, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner:

\$11.50/HOUR

No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

<u>Section 5 - Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

Section 6 - Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff who have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- Section 10 Severability and Construction. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- <u>Section 12 Applicable Law</u>. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| IN WITNESS WHEREOF, each party has following his or her signature. This Agreement shall be and terminating: 12/9/2018 | |
|---|---|
| and commuting. <u>Tar/72010</u> | |
| CITY OF KETTERING | |
| By: Signature of Department Director | Signature of Special Employee |
| Mary Beth Thaman (print or type Director's name) | Paula Siler (print or type name of Employee) |
| Date signed: 12617 | Date signed by employee: 11-30-17 |

Equal Opportunity Employer

11/23/2016



2017 DEC -6 PM 3: 26

SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called

| the CITY and Paul Stewart | hereinafter call | ed the SPECIAL EMPLOYER |
|---|------------------------------|-------------------------------------|
| or simply the EMPLOYEE, in consideration | on of the mutual premises | s set forth below. |
| 3 | | |
| WITNESSETH: | | |
| Section 1 – Purposes of Employmen | | |
| SPECIAL EMPLOYEE for the purpose(s) | | |
| performing other related duties as may be re | equired, all subject to this | s Agreement. |
| | | |
| Section 2 - Rules, Supervision. The | | |
| required in a professional manner which is co | | |
| procedures of the CITY and its | PRCA · | Department, whethe |
| existing now or subsequently adopted. The | | |
| lawful supervision and direction of those in a | uthority on the CITY's s | taff. |
| Section 3 – Compensation. The CIT | CV agrees to pay the SP | ECIAL EMPLOYEE for service |
| provided, in the following manner: | | |
| or benefits is either implied or due, except as | | |
| make deductions from the SPECIAL EMPL | | |
| to, federal, state and local tax withholdings a | | |
| Employees Retirement system. | and any contributions to 1 | 10/1/viceleare of the office I down |
| Employees Rethement system. | | |
| Section 4 - Employee-at-Will, Not | ice of Termination. The | SPECIAL EMPLOYEE and the |
| | | |

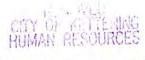
- CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
- Section 5 Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
- Section 6 Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
 - <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
 - <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
 - <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
 - Section 11 Conflicts of Interest. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
 - <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
 - Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
 - <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
 - <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| IN WITNESS WHEREOF, each party has signature. This Agreement shall be terminating: 12/09/18 | |
|---|----------------------------------|
| CITY OF KETTERING By: | Aul TM |
| Signature of Department Director | Signature of Special Employee |
| Mary Beth Thaman | Paul Stewart |
| (print or type Director's name) | (print or type name of Employee) |
| Date signed: 12/6/17 | Date signed by employee: 12/4/(7 |

Equal Opportunity Employer

5/10/2017



2018 SEP -6 PM 4: 22

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

| This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Paul Stewart hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below. | |
|---|--|
| WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Sports Official and for performing other related duties as may be required, all subject to this Agreement. | |
| Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff. | |
| Section 3 — Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$15.00/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system. | |
| Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be emporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter. | |
| <u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE. | |
| Section 6 – Termination Without 14 Days" Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY. | |
| | |

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the Spersonal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
 - <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
 - <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
 - <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
 - <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
 - <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
 - <u>Section 13 Modification</u>. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
 - <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
 - <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| IN WITNESS WHEREOF, each party has following his or her signature. This Agreement shal terminating: 12/09/18 | s signed this Agreement on the day and year ll be in force commencing: 09/04/18 and 09/04/18 |
|--|--|
| CITY OF KETTERING By: Signature of Department Director | Signature of Special Employee |
| Mary Beth Thaman | Paul Stewart |
| (print or type Director's name) Date signed: | (print or type name of Employee) Date signed by employee: S 28 18 |

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and <u>Charles R. Stiegelmeyer</u>, hereinafter called the <u>SPECIAL EMPLOYEE</u> or simply the <u>EMPLOYEE</u>, in consideration of the mutual premises set forth below.

Section 1 - Purposes of Employment. Concurrent with the EMPLOYEE's employment with the Miami Valley Communications Council (MVCC) the CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: <u>Director of TCSU Task Force (A salaried, overtime exempt position in the Unclassified Civil Service with a full-time schedule</u>) and for performing other related duties as may be required from August 6, 2018, until August 4, 2019, all subject to this Agreement.

<u>Section 2 - Rules, Supervision</u>. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, orders, policies and procedures of the CITY and its Police Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.

Section 3 - Compensation. (a) The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: Effective August 7, 2017, a salary of \$95,027/yr (\$45.686/hour equivalent) was established, which reflected the average Lieutenants salary for TCSU member jurisdictions at that time. SPECIAL EMPLOYEE will be eligible for general pay increases, if granted, in an equal percentage, but not to exceed 5% to that of the Kettering Police Lieutenants, retrospectively and/or prospectively effective upon signing of the Collective Bargaining Agreement. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to Medicare or the Ohio Police and Fire Pension Fund, or any other applicable pension fund. The City is committed to complying with state and federal laws regarding deductions from employees' pay and will promptly correct any mistakes that are made in connection with such deductions. If SPECIAL EMPLOYEE believes that his pay has been improperly reduced, he shall contact Human Resources.

- (b) The SPECIAL EMPLOYEE, as a full-time employee shall be eligible for group health, dental and life insurance and other related supplemental benefits offered to the non-union full-time Kettering employee group.
- (c) During the term of this Agreement the Employee shall be eligible for and to take vacation leave, sick leave, paid holidays and personal leave (currently 3 days) consistent with non-union full-time employees. Upon separation from employment, the SPECIAL EMPLOYEE shall be compensated for any earned and accrued vacation not taken as of the SPECIAL EMPLOYEE'S

separation date if applicable. SPECIAL EMPLOYEE may be eligible for sick leave conversion at the time of separation as SPECIAL EMPLOYEE subject to the requirements of the City's policy.

(d) SPECIAL EMPLOYEE shall be provided a vehicle for TCSU work related purposes the source of which is yet to be determined.

Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

<u>Section 5 - Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

Section 6 - Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is (are) no longer needed or no longer desired by the CITY and/or the SPECIAL EMPLOYEE's contract with MVCC is terminated.

Section 7 - No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <u>any way</u> subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE must obtain approval for others to assist or substitute for him or her from designated CITY staff who have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.

Section 8 - Records and Forms. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.

<u>Section 9 - Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed, unless otherwise specified herein.

<u>Section 10 – Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.

<u>Section 11 – Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.

Section 12 – Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.

Section 13 – Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.

<u>Section 14 – Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.

<u>Section 15 – Effective Date and Terms.</u> This Agreement shall become effective August 6, 2018, and shall terminate on August 4, 2019, unless terminated earlier as provided in Section 4 or Section 6.

(THIS SPACE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature.

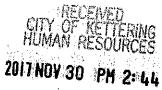
| CITY OF KETTERING | SPECIAL EMPLOYMENT |
|--|------------------------------------|
| By: Signature of City Manager | |
| Mark W. Schwieterman, City Manager | |
| (print or type City Manager's name) | |
| Date signed: 878-18 | |
| By: Signature of Department Director | Signature of Special Employee |
| Christopher N. Protsman, Chief of Police | Charles R. Stiegelmeyer |
| (print or type Director's name) | (print or type name of Employee) |
| Date signed: 8.13.18 | Date signed by employee: 9-10-2019 |
| | Address: |
| | |
| | |
| | |
| | (SSN#) |
| | 1000.001 |

Approved as to form:

Theodore A. Hammer III

Law Director





This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Elizabeth Stoermer hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

| WIINESSEIH: | |
|--|-----------|
| <u>Section 1 – Purposes of Employment</u> . The CITY hereby employs the personal service | es of the |
| SPECIAL EMPLOYEE for the purpose(s) of: Group Exercise Instruction | and fo |
| performing other related duties as may be required, all subject to this Agreement. | |
| | |

Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$22.25/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

<u>Section 4 – Employee-at-Will, Notice of Termination.</u> The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

<u>Section 5 – Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

Section 6 – Termination Without 14 Days" Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

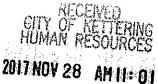
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
 - <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
 - <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
 - <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
 - Section 11 Conflicts of Interest. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
 - Section 12 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
 - Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
 - <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
 - <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| IN WITNESS WHEREOF, each party has si following his or her signature. This Agreement shall b terminating: 12/09/18 | |
|--|---|
| | |
| CITY OF KETTERING By: DAYS | Hinuch Hooma |
| Signature of Department Director | Signature of Special Employee |
| Mary Beth Thaman (print or type Director's name) | Elizabeth Stoermer (print or type name of Employee) |
| Date signed: 11/30/17 | Date signed by employee: 11/22/17 |

Equal Opportunity Employer

5/10/2017





CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Nicholas Suman hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below. WITNESSETH: Section 1 - Purposes of Employment. The CITY hereby employs the personal services of the Personal Trainer and for SPECIAL EMPLOYEE for the purpose(s) of: performing other related duties as may be required, all subject to this Agreement. Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and PRCA procedures of the CITY and its Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff. Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services \$20.25/hr. . No other compensation provided, in the following manner: or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system. Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter. Section 5 - Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE. Section 6 - Termination Without 14 Days" Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this

Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired

by the CITY.

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <u>Section I1 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| followin | IN WITNESS WHEREOF, each party has signed g his or her signature. This Agreement shall be in ing: 12/09/18 | |
|----------|--|---|
| CITY O | of Kettering MB/Z | M |
| | Signature of Department Director | Signature of Special Employee |
| · | Mary Beth Thaman (print or type Director's name) | Nicholas Suman (print or type name of Employee) |
| | Date signed: | Date signed by employee: ////0//7 |

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Nicholas Suman hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

| WITNESSETH: |
|--|
| Section 1 - Purposes of Employment. The CITY hereby employs the personal services of the |
| SPECIAL EMPLOYEE for the purpose(s) of: Group Exercise Instruction and for |
| performing other related duties as may be required, all subject to this Agreement. |
| <u>Section 2 - Rules, Supervision</u> . The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and |
| procedures of the CITY and its PRCA Department, whether |
| existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the |
| lawful supervision and direction of those in authority on the CITY's staff. |
| Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$19.75/hr. No other compensation |
| or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall |
| make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited |
| to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public |
| Employees Retirement system. |
| Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the |
| 1111 |

- <u>Section 4 Employee-at-Will, Notice of Termination</u>. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
- <u>Section 5 Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
- <u>Section 6 Termination Without 14 Days' Notice</u>. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

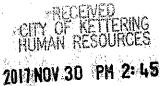
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the spersonal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| IN WITNESS WHEREOF, each party has sig following his or her signature. This Agreement shall be terminating: 12/09/18 | |
|--|------------------------------------|
| CITY OF KETTERING DAYS | Mc |
| By: Signature of Department Director | Signature of Special Employee |
| Mary Beth Thaman | Nicholas Suman |
| (print or type Director's name) | (print or type name of Employee) |
| Date signed: 11/30/17 | Date signed by employee: _///22/17 |

Equal Opportunity Employer

5/10/2017





CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Rebekkah Tetlak hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

WITNESSETH:

| <u>Section 1 – Purposes of Employment</u> . The CITY hereby employs the personal | services of the |
|--|-----------------|
| SPECIAL EMPLOYEE for the purpose(s) of: Group Exercise Instruction | and for |
| performing other related duties as may be required, all subject to this Agreement. | |

- Section 2 Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
- Section 3 Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner:

 \$21.50/hr.

 No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
- <u>Section 4 Employee-at-Will, Notice of Termination</u>. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
- <u>Section 5 Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
- <u>Section 6 Termination Without 14 Days' Notice</u>. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

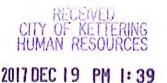
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- Section 11 Conflicts of Interest. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| | ving his or her signature. This Agreement shall be in nating: 12/09/18 | · · · |
|------|--|----------------------------------|
| | | |
| CITY | OF KETTERING DAVS | |
| By: | | Fleshar LIL |
| | Signature of Department Director | Signature of Special Employee |
| | Mary Beth Thaman | Rebekkah Tetlak |
| | (print or type Director's name) | (print or type name of Employee) |
| | Date signed: 11/30/17 | Date signed by employee: 10000/7 |

Equal Opportunity Employer

5/10/2017





SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called tl 0

| the CITY and Sara Elizabeth Thomas | hereinafter called the SPECIAL EMPLOYEE |
|--|--|
| or simply the EMPLOYEE, in consideration of | the mutual premises set forth below. |
| SPECIAL EMPLOYEE for the purpose(s) of: | he CITY hereby employs the personal services of the Communications Coordinator and for |
| performing other related duties as may be requir | ed, all subject to this Agreement. |
| required in a professional manner which is consist procedures of the CITY and its Parks, Recreatisting now or subsequently adopted. The SP lawful supervision and direction of those in authorized the supervision and direction of the supervision and direction of those in authorized the supervision and direction of those in authorized the supervision and direction of the supervision and direction of those in authorized the supervision and direction of the supervision and direction of those in authorized the supervision and direction of the supervision and direction at the supervision and direction at the supervision and direction at the supervision at the supervision and direction at the supervision at the supervisio | |
| provided, in the following manner: \$16.22/per ho or benefits is either implied or due, except as expected deductions from the SPECIAL EMPLOY! | grees to pay the SPECIAL EMPLOYEE, for services ur . No other compensation pressly provided for in this Agreement. The CITY shall EE's pay as required by law, including but not limited any contributions to FICA/Medicare or the Ohio Public |
| | |

- Section 4 Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
- Section 5 Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
- Section 6 Termination Without 14 Days" Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| IN WITNESS WHEREOF, each party ha following his or her signature. This Agreement shaterminating: 12/9/2018 | as signed this Agreement on the day and year all be in force commencing: 12/11/2017 and |
|--|---|
| By: Signature of Department Director | Signature of Special Employee |
| Mary Beth Thaman (print or type Director's name) Date signed: 12/19/17 | Sara E. Thomas (print or type name of Employee) Date signed by employee: |

Equal Opportunity Employer

5/10/2017





CITY OF KETTERING 2018 MAR 19 PM 1: 00 SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and <u>KEITH TICKLE</u> hereinafter called the <u>SPECIAL EMPLOYEE</u> or simply the <u>EMPLOYEE</u>, in consideration of the mutual premises set forth below.

WITNESSETH:

Section 1 - Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: 2018 SEASON HOUSE MANAGER and for performing other related duties as may be required, all subject to this Agreement.

Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$\sumeq \frac{\$20.00/HOUR}{\text{HOUR}}\$ No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

<u>Section 5 - Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

Section 6 - Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff who have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- Section 8 Records and Forms. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- Section 12 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- Section 15 Compensable Monthly Hour. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 3/5/2018 and terminating: 12/9/2018

CITY OF KETTERING

By:

Signature of Department Director

Fal

(print or type Director's name)

Date signed: 3/19/18

Signature of Special Employee

(print or type name of Employee)

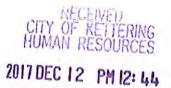
Date signed by employee: 3

Approved as to form: Theodore A. Hamer III Law Director

Equal Opportunity Employer

11/23/2016





SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and <u>Sara Jane Torgison</u>, hereinafter called the <u>SPECIAL EMPLOYEE</u> or simply the <u>EMPLOYEE</u>, in consideration of the mutual premises set forth below.

WITNESSETH:

- Section 1 Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: teaching/instructing the following identified classes at Rosewood Arts Centre for the 2018 season: *Ceramics Class Instruction* and for performing other related duties as may be required, all subject to this Agreement.
- <u>Section 2 Rules, Supervision</u>. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its **Parks**, **Recreation and Cultural Arts Department**, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
- Section 3 Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: For each class the SPECIAL EMPLOYEE is teaching/instructing, the SPECIAL EMPLOYEE shall be paid \$25/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement System.
- Section 4 Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
- <u>Section 5 Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
- Section 6 Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

Section 7 - No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff who have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.

<u>Section 8 - Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.

<u>Section 9 - Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.

<u>Section 10 - Severability</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City.

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing December 11, 2017, and terminating December 09, 2018 (not to exceed a 12-month period).

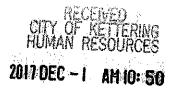
| CITY | OF KETTERING | |
|------|--|---|
| Ву: | Signature of Department Director | Signature of Special Employee |
| | Mary Beth Thaman (print or type Director's name) | Sara Jane Torgison (print or type name of Employee) |
| | Date signed: 12/12/17 | Date signed by employee: 12/8/2017 |
| | | Address: |
| | | Phone: |
| | | Email : Social Security Number: |

Equal Opportunity Employer

Law Dept Form: 158

05/07/02





This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called

| the CTTY and Caleb Hacy | hereinafter called the SPECIAL EMPI | LOYEE |
|---|---|-----------|
| or simply the EMPLOYEE, in considerati | ion of the mutual premises set forth below. | |
| | | |
| WITNESSETH: | • | |
| | ent. The CITY hereby employs the personal service | |
| SPECIAL EMPLOYEE for the purpose(s | s) of: Lifeguard Training Instructor | and for |
| performing other related duties as may be r | | |
| | C d | |
| | he SPECIAL EMPLOYEE agrees to perform the | |
| | consistent with all applicable rules, regulations, poli | cies and |
| procedures of the CITY and its | PRCA Department, | whether |
| | ne SPECIAL EMPLOYEE further agrees to submi | it to the |
| awful supervision and direction of those in | | |
| · · · · · · · · · · · · · · · · · · · | , , , , , , , , , , , , , , , , , , , | |
| Section 3 – Compensation The CI | ITY agrees to pay the SPECIAL EMPLOYEE, for | services |
| | \$10.00/hr No other comp | |
| as basefits is either implied or due except | as expressly provided for in this Agreement. The Cl | TV shal |
| | | |
| | LOYEE's pay as required by law, including but not | |
| to, federal, state and local tax withholdings | and any contributions to FICA/Medicare or the Ohi | o Public |
| Employees Retirement system. | | |
| | | |
| Section 4 - Employee-at-Will, No | otice of Termination. The SPECIAL EMPLOYEE | and the |
| | nship which is conditioned upon an "employment | |
| | VEE has the right to terminate this Agreement at a | |

basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

Section 5 - Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

Section 6 - Termination Without 14 Days" Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
 - <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
 - <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
 - <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
 - <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
 - <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
 - Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
 - <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
 - <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| IN WITNESS WHEREOF, each party has s following his or her signature. This Agreement shall terminating: 12/09/18 | |
|---|--------------------------------------|
| CITY OF KETTERING | |
| By: Signature of Department Director | Signature of Special Employee |
| Mary Beth Thaman | Caleb Tracy |
| (print or type Director's name) | (print or type name of Employee) |
| Date signed: (2/1/) | Date signed by employee: 2017 Nov 27 |

Equal Opportunity Employer

5/10/2017



SPECIAL EMPLOYEE AGREEMENT

This special employee agreement ("Agreement") is entered into by and between the City of Kettering, Ohio, ("CITY" or "EMPLOYER"), and Robert Treiber, ("SPECIAL EMPLOYEE" or "EMPLOYEE") (CITY and SPECIAL EMPLOYEE are referred to collectively as "Parties" and individually as "Party"), in consideration of the mutual promises set forth below.

<u>Section 1 - Purposes of Employment</u>. Effective December 25, 2017, the CITY hereby employs the personal services of the SPECIAL EMPLOYEE for a limited time period for the purpose(s) of: (i.) performing the duties of Fire Prevention Inspector as described in the attached job description, and (ii.) such other duties and services as may be assigned in the sole discretion of the Fire Chief or his authorized designee. All such duties and services shall be subject to the provisions of this Agreement. EMPLOYEE's status shall be considered, "at will" and in the Unclassified Civil Service of the City.

Section 2 – Rules; Supervision. At all times the SPECIAL EMPLOYEE shall perform the required services and duties in a professional manner and in conformance with all applicable rules, regulations, policies, and procedures of the CITY, whether existing now or subsequently adopted while this Agreement is in effect. The SPECIAL EMPLOYEE further agrees to perform the required services and duties under the supervision and direction of the Fire Chief or any designee authorized by the Fire Chief. The services and duties to be provided by SPECIAL EMPLOYEE under this Agreement shall require SPECIAL EMPLOYEE to work approximately 16 hours per week, but never more than 28 hours per week, and provide such services and duties on such workdays and during such hours as necessary and/or as may be requested by the Fire Chief or his respective designees to satisfactorily complete the services and duties. At all times while this Agreement is in effect, SPECIAL EMPLOYEE shall be subject to the administrative policies of the CITY regarding employees. EMPLOYEE shall not use CITY equipment or supplies for any purpose or project that is not directly related to or for the benefit of the CITY.

<u>Section 3 - Compensation</u>. The CITY agrees to compensate the SPECIAL EMPLOYEE, for services and duties provided, in the following manner:

(a.) The CITY shall pay EMPLOYEE an "hourly base rate" of \$19.00 per hour.

(b.) The CITY shall supply a City pool vehicle for the EMPLOYEE to carry out his duties during the work day. However, in no event shall a City vehicle be taken home by the EMPLOYEE.

- (c.) Except as expressly provided for in this Agreement or as may be approved in writing by the City Manager, no other compensation and no other benefits are either implied nor due EMPLOYEE. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state, and local tax withholdings.
- (d.) The CITY is committed to complying with state and federal laws regarding deductions from employees' pay and will promptly correct any mistakes that are made in connection with such deductions. If EMPLOYEE believes that his pay has been improperly reduced, EMPLOYEE shall contact Human Resources.

<u>Section 4 – Contract Relationship; Notice of Termination</u>. This Agreement creates a relationship between EMPLOYEE and the CITY that is contractual in character. By mutual agreement of the Parties under this Agreement, the SPECIAL EMPLOYEE has the right to terminate this Agreement, with or without reason, upon ten (10) days advance written notice to the City; and the CITY has the right, unless specified otherwise in this Agreement, to terminate this Agreement, with or without reason, at any time and without advanced notice.

<u>Section 5 - Termination Without 10 Days' Notice</u>. The CITY may terminate this Agreement at any time, without necessity of the ten (10) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the service(s) described in Section 1 is (are) no longer needed or no longer desired by the CITY.

<u>Section 6 - No Subcontracting/Assignment</u>. Without the expressed written permission of the City Manager, Fire Chief and the City, the SPECIAL EMPLOYEE is prohibited from, in any fashion or manner, assigning to another party, the EMPLOYEE's responsibilities, obligations, or both, whether in whole or in part, to perform the services and duties required of the SPECIAL EMPLOYEE under this Agreement.

<u>Section 7 - Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and, when applicable, submit all records and forms determined necessary by the CITY, whether through ordinance, policy, procedure, or instruction by the City Manager, for purposes of this Agreement. Failure to meet this requirement within established deadlines set by the CITY may result in termination of this Agreement pursuant to Section 4.

<u>Section 8 - Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE the sum then due for the work performed up to the date of termination.

<u>Section 9 Severability</u>. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, the remaining portion(s) of this Agreement shall remain in full force and effect at the option of the CITY.

<u>Section 10 – No Strict Construction</u>. The language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Party.

<u>Section 11 – Governing Law, Jurisdiction, and Venue</u>. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio, without regard to choice of law rules, except to the extent that federal law preempts those laws. The Parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Montgomery County, Ohio, waive any objection thereto, and agree that any dispute arising under or related to this Agreement shall be brought therein.

<u>Section 12 – Effective Date and Terms.</u> Unless terminated earlier as provided in Section 4 and Section 5, this Agreement shall become effective **December 25, 2017**, through December 23, 2018.

Section 13 - Free Act. EACH PARTY HAS CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTANDS THIS AGREEMENT, AND SIGNS IT AS HIS OR ITS OWN FREE ACT.

(Remainder of Page Left Intentionally Blank, Signature Page Follows)

IN WITNESS WHEREOF, each Party has signed this Agreement on the day and year under their signature.

| CITY OF KETTERING: City of Kettering | EMPLOYEE: Robert Treiber |
|---|--|
| 3600 Shroyer Road Kettering, OH 45429 | Polit @ Trilis |
| (937)296-2412 By: Thomas Butts, Fire Chief | Robert Treiber, Fire Prevention Inspector Date signed: Office |
| Date signed: 9 · / · / 7 | |
| By: Mars Subjection | |
| Mark W. Schwieterman, City Manager | |
| Date signed: 5 30 17 | |
| | |
| | |
| APPROVED AS TO FORM: | |
| THE SAME TO THE | |

Theodore A. Hamer III, Law Director

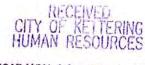
Job Description

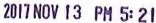
Under direction from the Fire Chief, the Fire Prevention Inspector issues fire permits, conducts fire permit inspections and fire education to the public, identifies, investigates and resolves potential violations of municipal, state, national, and international laws, ordinances, codes and regulations including, but not limited to, building and fire codes and nuisance abatement regulations, and provides information and general assistance to business owners, homeowners, tenants, and the public.

ESSENTIAL JOB FUNCTIONS

The Fire Prevention Inspector duties may include, but are not limited to, the following:

- Provides technical advice to departmental offices/staff, business owners and the general public on the interpretation or application of the fire safety and building codes and regulations and ensures compliance
- · Schedules, coordinates and performs business inspections, and issues fire permits
- Prepares inspections reports
- · Maintains statistics and records of inspections
- Identifies corrective actions to be taken by business owners and monitors activities to ensure conformance with codes, laws and regulations
- Issues infraction/misdemeanor citations for violations of the Fire Code
- Investigates and documents complaints of violation of international, state and local laws, ordinances and codes within the purview of the Fire Department
- Identifies violations of other City codes and regulations and notifies appropriate City officials
- Attends administrative hearings as required
- Provides regular inspections of construction projects
- Prepares a variety of written reports







CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Toby Washington hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

WITNESSETH:

| <u>Section 1 – Purposes of Employment</u> . The CITY hereby employs the personal serv | ices of the |
|---|-------------|
| SPECIAL EMPLOYEE for the purpose(s) of: Martial Arts Instructor | and for |
| performing other related duties as may be required, all subject to this Agreement. | |

Section 2 — Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its ______ PRCA ______ Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.

Section 3 — Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$19.00/participant . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

<u>Section 4 – Employee-at-Will, Notice of Termination</u>. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

Section 5 – Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

Section 6 – Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| IN WITNESS WHEREOF, each part following his or her signature. This Agreement terminating: 12/09/18 | y has signed this Agreement on the day and year t shall be in force commencing: 12/11/17 and |
|--|--|
| CITY OF KETTERING | |
| By: | In Vital |
| Signature of Department Director | Signature of Special Employee |
| Mary Beth Thaman | Toby Washington |
| (print or type Director's name) | (print or type name of Employee) |
| Date signed:// // 0//7 | Date signed by employee: 11/5/17 |

Equal Opportunity Employer

5/10/2017



| | tween the City of Kettering, Ohio, hereinafter called |
|---|--|
| the CITY and Taylor Wedding | hereinafter called the SPECIAL EMPLOYEE |
| or simply the EMPLOYEE , in consideration of t | he mutual premises set forth below. |
| | |
| WITNESSETH: | CITY I I I I I I I I I I I I I I I I I I |
| | e CITY hereby employs the personal services of the |
| SPECIAL EMPLOYEE for the purpose(s) of: | lce Instructor Aide and for |
| performing other related duties as may be require | d, all subject to this Agreement. |
| Section 2 Pulse Supervision The SDI | ECIAL EMPLOYEE agrees to perform the services |
| Section 2 - Kules, Supervision. The STI | ent with all applicable rules, regulations, policies and |
| required in a professional manner which is consist | PRCA Department whether |
| procedures of the CITY and its | PRCA Department, whether |
| | CIAL EMPLOYEE further agrees to submit to the |
| lawful supervision and direction of those in author | ny on the CITY's stan. |
| Section 3 – Compensation, The CITY ag | rees to pay the SPECIAL EMPLOYEE, for services |
| provided in the following manner: | \$8.30/hr. No other compensation |
| or benefits is either implied or due, except as exp | ressly provided for in this Agreement. The CITY shall |
| make deductions from the SPECIAL EMPLOYE | E's pay as required by law, including but not limited |
| | y contributions to FICA/Medicare or the Ohio Public |
| Employees Retirement system. | |
| | |
| Section 4 - Employee-at-Will, Notice of | f Termination. The SPECIAL EMPLOYEE and the |
| CITY have an employee-employer relationship | which is conditioned upon an "employment-at-will" |
| | as the right to terminate this Agreement at any time, |
| subject to fourteen (14) days' written notice, and | the CITY has the same right, subject to fourteen (14) |
| days' written notice, unless specified otherwise I | nerein. The SPECIAL EMPLOYEE's status shall be |
| temporary, subject to the terms of this Agreemer | it and is in the unclassified Civil Service pursuant to |
| the City Charter | |

<u>Section 5 – Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

<u>Section 6 – Termination Without 14 Days' Notice</u>. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <u>any way</u> subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- Section 12 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| IN WITNESS WHEREOF, each party has signature. This Agreement shall be terminating: 12/09/18 | |
|--|---|
| By: Signature of Department Director FOR Mary Beth Thaman (print or type Director's name) Date signed: 12/20/17 | Signature of Special Employee Taylor Wedding (print or type name of Employee) Date signed by employee: 12/14/17 |

Equal Opportunity Employer

5/10/2017



2011 DEC -6 PM 3: 26

CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Kaleigh Weithman hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

WITNESSETH:

Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Group Exercise Instruction and for performing other related duties as may be required, all subject to this Agreement.

Section 2 — Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.

Section 3 — Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$19.00/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

<u>Section 4 – Employee-at-Will, Notice of Termination</u>. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

<u>Section 5 – Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

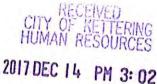
Section 6 – Termination Without 14 Days" Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
 - <u>Section 8 Records and Forms.</u> The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
 - <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
 - <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
 - <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
 - <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
 - Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
 - <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
 - <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| IN WITNESS WHEREOF, each party he following his or her signature. This Agreement sh | has signed this Agreement on the day and year hall be in force commencing: 12/11/17 and |
|---|---|
| terminating: 12/09/18 | |
| CITY OF KETTERING | 1/ n * 1 1 2 |
| By: | hallon Wet |
| Signature of Department Director | Signature of Special Employee |
| Mary Beth Thaman | Kaleigh Weithman |
| (print or type Director's name) | (print or type name of Employee) |
| Date signed: 12/6/17 | Date signed by employee: 12/5/17 |

Equal Opportunity Employer

5/10/2017



CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and James (Jim) Wendling hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

WITNESSETH:

Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Field Scheduler and for performing other related duties as may be required, all subject to this Agreement.

<u>Section 2 – Rules, Supervision</u>. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its <u>its Parks, Recreation and Cultural Arts</u> <u>Department</u>, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.

Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$13.02per hour up to 28 hours per week. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

<u>Section 4 – Employee-at-Will, Notice of Termination</u>. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

<u>Section 5 – Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

<u>Section 6 – Termination Without 14 Days'' Notice</u>. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to he the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- Section 12 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall hy brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| IN WITNESS WHEREOF, each party following his or her signature. This Agreement terminating:12/10/2018 | shall be in force commencing: 12/11/2017 and |
|--|--|
| 9 | |
| CITY OF KETTERING | |
| By: DANS | * A. Gulli |
| Signature of Department Director | Signature of Special Employee |
| Fol. Mary Beth Thaman | James Wendling |
| (print or type Director's name) | (print or type name of Employee) |
| Date signed: 12/14/17 | Y Date signed by employee: 12/11/20 |

Equal Opportunity Employer

5/10/2017





2017 DEC -6 PM 3: 25

CITY OF KETTERING
SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and <u>MARY WENING</u>, hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

WITNESSETH:

Section 1 - Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: 2018 SEASON FRAZE CROWD MANAGEMENT and for performing other related duties as may be required, all subject to this Agreement.

<u>Section 2 - Rules, Supervision</u>. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its <u>PRCA</u> <u>Department</u>, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$12.50/HOUR No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

<u>Section 5 - Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

Section 6 - Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

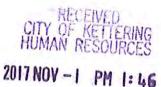
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff who have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- Section 12 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| | IN WITNESS WHEREOF, each party hat any his or her signature. This Agreement shall minating: 12/9/2018 | s signed this Agreement on the day and year be in force commencing: 12/11/2017 |
|----------|---|--|
| CITY By: | OF KETTERING PAVIS | |
| | Signature of Department Director Mary Beth Thaman (print or type Director's name) Date signed: 12-16/17 | Signature of Special Employee MNM 5 WENING (print or type name of Employee) Date signed by employee: ///30/2017 |
| | | · |

Equal Opportunity Employer

11/23/2016





CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and David Westendorf hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

| WITNESSET | H: |
|-----------|----|
|-----------|----|

Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Pee Wee Officiating and for performing other related duties as may be required, all subject to this Agreement.

Section 2 — Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its ______ PRCA ______ Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.

Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$15.00/game . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

Section 4 — Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

<u>Section 5 – Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

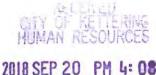
Section 6 – Termination Without 14 Days" Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
 - <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
 - <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
 - <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
 - <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
 - <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
 - Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
 - <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
 - <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| | IN WITNESS WHEREOF, each party has ving his or her signature. This Agreement shall nating: 12/09/18 | | |
|------|---|---|---|
| CITY | OF KETTERING | | |
| By: | Simple Specific A Director | Tarul Watterlay | 1 |
| | Signature of Department Director Mary Beth Thaman | Signature of Special Employee David Westendorf | |
| | (print or type Director's name) | (print or type name of Employee) | |
| | Date signed: | Date signed by employee: 10-30-1 | 7 |

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and David Westendorf hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

WITNESSETH:

Section 1 – Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Pee Wee Officiating and for performing other related duties as may be required, all subject to this Agreement.

Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.

<u>Section 4 – Employee-at-Will, Notice of Termination</u>. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

<u>Section 5 – Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

<u>Section 6 – Termination Without 14 Days' Notice</u>. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <u>any way</u> subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| following his or her signature. This Agreement | has signed this Agreement on the day and year shall be in force commencing: 12/11/17 and |
|--|--|
| terminating: 12/09/18 | 414118 |
| | |
| CITY OF KETTERING | |
| By: RAY | 15 Mind Westerland |
| Signature of Department Director | Signature of Special Employee |
| Fel | 8 |
| Mary Beth Thaman | David Westendorf |
| (print or type Director's name) | (print or type name of Employee) |
| Date signed: 9/20/18 | Date signed by employee: $9-19-18$ |

Equal Opportunity Employer

5/10/2017



2017 DEC -

d

| | greement is entered into by and l | | |
|-----------------|--------------------------------------|--------------------------------|----------------------------|
| the CITY and | Breanne Whalen | hereinafter called the | SPECIAL EMPLOYER |
| | EMPLOYEE, in consideration of | | |
| WITN | ECCETII. | | |
| | ESSETH: | The CITY beauty and large | |
| | 1 – Purposes of Employment. | | |
| | PLOYEE for the purpose(s) of: | | and fo |
| performing oth | er related duties as may be requi | red, all subject to this Agree | ment. |
| | 2 - Rules, Supervision. The S | - | - |
| | ofessional manner which is consi | | |
| procedures of | the CITY and its | PRCA | Department, whethe |
| existing now o | or subsequently adopted. The SF | PECIAL EMPLOYEE further | er agrees to submit to the |
| lawful supervis | ion and direction of those in author | ority on the CITY's staff. | |
| Section | 3 – Compensation. The CITY a | agrees to pay the SPECIAL | EMPLOYEE, for service |
| | e following manner: | | |
| | ther implied or due, except as ex | | |
| | ns from the SPECIAL EMPLOY | | |
| | e and local tax withholdings and | | |
| | irement system. | any constructions to 1101 pro- | |
| | • | • | |
| | 4 - Employee-at-Will, Notice | | |
| | employee-employer relationship | | |
| | | | |

basis, Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

Section 5 - Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

Section 6 - Termination Without 14 Days" Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

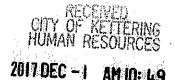
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the special services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
 - <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
 - <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
 - <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
 - <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section I of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
 - Section 12 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
 - Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
 - <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
 - <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| IN WITNESS WHEREOF, each party has following his or her signature. This Agreement shal terminating: 12/09/18 | • |
|--|---|
| CITY OF KETTERING | |
| By: Signature of Department Director | Breame Mall Signature of Special Employee |
| Mary Beth Thaman (print or type Director's name) | Breanne Whalen (print or type name of Employee) |
| Date signed: 17/1/17 | Date signed by employee: 11/27/17 |

Equal Opportunity Employer

5/10/2017





This Agreement is entered into by and between the City of Kettering. Ohio, hereinafter called

| This regionitate is official into by | | |
|--|--------------------------------|-----------------------------------|
| the CITY and Breanne Whalen | hereinafter cal | ed the SPECIAL EMPLOYER |
| or simply the EMPLOYEE, in considera | | |
| | | |
| WITNESSETH: | | |
| Section 1 – Purposes of Employm | | |
| SPECIAL EMPLOYEE for the purpose(| (s) of: Ice Skating Instructor | and for |
| performing other related duties as may be | required, all subject to this | s Agreement. |
| · · · · · · · · · · · · · · · · · · · | | |
| Section 2 - Rules, Supervision. | The SPECIAL EMPLOYE | E agrees to perform the services |
| required in a professional manner which is | | |
| procedures of the CITY and its | PRCA | Department, whether |
| existing now or subsequently adopted. T | he SPECIAL EMPLOYER | E further agrees to submit to the |
| awful supervision and direction of those in | n authority on the CITY's s | taff. |
| | | • |
| <u>Section 3 – Compensation</u> . The C | CITY agrees to pay the SP: | ECIAL EMPLOYEE, for service: |
| provided, in the following manner: | \$21.00/hr. | No other compensation |
| or benefits is either implied or due, except | t as expressly provided for i | n this Agreement. The CITY shal |
| make deductions from the SPECIAL EMI | | |
| to, federal, state and local tax withholding | s and any contributions to l | FICA/Medicare or the Ohio Public |
| Employees Retirement system. | | |
| | , | |
| Section 4 - Employee-at-Will, N | | |
| CITY have an employee-employer relation | | |
| basis. Specifically, the SPECIAL EMPLO | YEE has the right to term | inate this Agreement at any time |

subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

Section 5 - Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

Section 6 - Termination Without 14 Days" Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

24911

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <u>any way</u> subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- Section 11 Conflicts of Interest. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- Section 12 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| IN WITNESS WHEREOF, each party has s following his or her signature. This Agreement shall be terminating: 12/09/18 | |
|--|---|
| CITY OF KETTERING By Davis | Ban - 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 |
| By: Signature of Department Director | Signature of Special Employee |
| Mary Beth Thaman | Breanne Whalen |
| (print or type Director's name) | (print or type name of Employee) |
| Date signed: 12/1/17 | Date signed by employee: 1/127/17 |

Equal Opportunity Employer

5/10/2017



2017 DEC - 1

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Raya Mafazy Whalen hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

WITNESSETH: Section 1 - Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Ice Skating Instructor and for performing other related duties as may be required, all subject to this Agreement. Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and PRCA Department, whether procedures of the CITY and its existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff. Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services \$21.00/hr. . No other compensation provided, in the following manner: or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system. Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the

- CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
- Section 5 Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
- Section 6 Termination Without I4 Days" Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
 - <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
 - <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
 - <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
 - <u>Section I1 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
 - Section 12 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
 - Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
 - <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
 - <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| following his or her signature. This Agreem terminating: 12/09/18 | ent shall be in force commencing: 12/11/17 and |
|---|--|
| CITY OF KETTERING By: | |
| Signature of Department Director | Signature of Special Employee |
| Mary Beth Thaman | Raya Mafazy Whalen |
| (print or type Director's name) | (print or type name of Employee) |
| Date signed: 17/1/7 | Date signed by employee: 11/15/2017 |

Equal Opportunity Employer

5/10/2017



RECEIVED
CITY OF KETTERING
HUMAN RESOURCES
2017 DEC - I AM 10: 52

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Raya Mafazy Whalen hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

| or simply the EMPLOYEE, in consider | eration of the mutual premises | set forth below. |
|--|---|--|
| WITNESSETH: Section 1 – Purposes of Employ SPECIAL EMPLOYEE for the purpose performing other related duties as may | se(s) of: Ice Pro Private | ploys the personal services of the and for |
| | n. The SPECIAL EMPLOYEI is consistent with all applical PRCA The SPECIAL EMPLOYEE | E agrees to perform the services ole rules, regulations, policies and Department, whether further agrees to submit to the |
| Section 3 – Compensation. The provided, in the following manner: or benefits is either implied or due, exceedable deductions from the SPECIAL El to, federal, state and local tax withholdi Employees Retirement system. | \$47.05 ept as expressly provided for it MPLOYEE's pay as required | n this Agreement. The CITY shall by law, including but not limited |

Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

<u>Section 5 – Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

<u>Section 6 – Termination Without 14 Days' Notice</u>. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the spersonal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
 - <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
 - <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
 - <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
 - <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
 - Section 12 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
 - Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
 - <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
 - <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| | ving his or her signature. This Agreement shall be nating: 12/09/18 | |
|----------|---|--------------------------------------|
| CITY By: | OF KETTERING | D1m 11/ |
| Бу. | Signature of Department Director | Signature of Special Employee |
| | Mary Beth Thaman | Raya Mafazy Whalen |
| | (print or type Director's name) | (print or type name of Employee) |
| | Date signed: 12/1/17 | Date signed by employee: 11 /15/2617 |

Equal Opportunity Employer

5/10/2017



2017 DEC -

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called

| he CITY and Joy Whaley | _hereinafter called the SPECIAL EMPLOYEE |
|---|---|
| or simply the EMPLOYEE, in consideration of the | e mutual premises set forth below. |
| | • |
| WITNESSETH: | |
| | CITY hereby employs the personal services of the |
| SPECIAL EMPLOYEE for the purpose(s) of: Wat | ter Workout Instructor Drop In and for |
| performing other related duties as may be required, | |
| | |
| <u>Section 2 - Rules, Supervision</u> . The SPEC | CIAL EMPLOYEE agrees to perform the services |
| | nt with all applicable rules, regulations, policies and |
| procedures of the CITY and itsPF | RCA Department, whether |
| existing now or subsequently adopted. The SPEC | IAL EMPLOYEE further agrees to submit to the |
| awful supervision and direction of those in authority | on the CITY's staff. |
| | |
| | es to pay the SPECIAL EMPLOYEE, for services |
| | \$19.95/hr. No other compensation |
| | sly provided for in this Agreement. The CITY shall |
| | s pay as required by law, including but not limited |
| o, federal, state and local tax withholdings and any | contributions to FICA/Medicare or the Ohio Public |
| Employees Retirement system. | |
| | · · · · · · · · · · · · · · · · · · · |

Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

Section 5 - Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

Section 6 - Termination Without 14 Days" Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
 - <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
 - <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
 - <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
 - <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
 - <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
 - Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
 - <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
 - <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| following his or her signature. This Agreement shall b terminating: 12/09/18 | |
|--|---|
| CITY OF KETTERING By: Signature of Department Director Mary Beth Thaman | Signature of Special Employee Joy Whaley |
| (print or type Director's name) | (print or type name of Employee) |
| Date signed: 12/1/17 | Date signed by employee: |

Equal Opportunity Employer

5/10/2017



RECEIVED
GITY OF KETTERING
HUMAN RESOURCES
2017 DEC - I AM 10: 54

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Kim Whitehead hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

| or simply the EMPLOYEE, in consideration of the mutual premises set forth below. |
|---|
| WITNESSETH: |
| Section 1 - Purposes of Employment. The CITY hereby employs the personal services of the |
| SPECIAL EMPLOYEE for the purpose(s) of: Group Exercise Instruction and for |
| performing other related duties as may be required, all subject to this Agreement. |
| Section 2 — Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff. |
| Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services |
| provided, in the following manner: \$23.75/hr No other compensation |
| or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall |
| make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited |
| to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public |
| Employees Retirement system. |
| |

<u>Section 4 – Employee-at-Will, Notice of Termination</u>. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

<u>Section 5 – Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

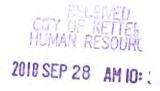
<u>Section 6 – Termination Without 14 Days' Notice</u>. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
 - <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
 - <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
 - <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
 - <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
 - <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
 - Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto, Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
 - <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
 - <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| IN WITNESS WHEREOF, each party has signal following his or her signature. This Agreement shall be terminating: 12/09/18 | |
|---|----------------------------------|
| CITY OF KETTERING | |
| By: Signature of Department Director | Signature of Special Employee |
| Mary Beth Thaman | Kim Whitehead |
| (print or type Director's name) | (print or type name of Employee) |
| Date signed: 12/1/17 | Date signed by employee: 1/20:// |

Equal Opportunity Employer

5/10/2017



CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and <u>Shannon Marie Williams</u>, hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

WITNESSETH:

Section 1 - Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: <u>Assistant Facility Coordinator</u> and for performing other related duties as may be required, all subject to this Agreement.

Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its Parks, Recreation and Cultural Arts Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: SPECIAL EMPLOYEE shall be paid \$12.50/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

Section 5 - Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

Section 6 - Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

- "employee" of the CITY, from in <u>any way</u> subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff who have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- Section 8 Records and Forms. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- Section 15 Compensable Monthly Hour. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: October 1, 2018 and terminating: December 31, 2018.

| CIT By: | Y OF KETTERING | Show Williams |
|------------|----------------------------------|----------------------------------|
| Δ, | Signature of Department Director | Signature of Special Employee |
| | Mary Beth Thaman | Shannon M. Williams |
| | (print or type Director's name) | (print or type name of Employee) |
| | Date signed: 3/28/18 | Date signed by employee: 9/18/18 |
| | | Address: |
| | | Phone: |

Approved as to form: Theodore A. Hamer III Law Director

Equal Opportunity Employer

11/23/2016





2017 DEC -6 PM 3: 26

CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and <u>GEORGE WYMER</u>, hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

WITNESSETH:

Section 1 - Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: 2018 SEASON FRAZE CROWD MANAGEMENT and for performing other related duties as may be required, all subject to this Agreement.

Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its **PRCA Department**, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$11.50/HOUR No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

<u>Section 5 - Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

Section 6 - Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff who have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- Section 8 Records and Forms. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section I of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| IN WITNESS WHEREOF, each party has | signed this Agreement on the day and year |
|--|--|
| following his or her signature. This Agreement shall b | |
| and terminating: <u>12/9/2018</u> . | |
| ************************************** | |
| | |
| | |
| CITY OF KETTERING | |
| - RA | 4000 11 |
| By: DAVIS | Cla Ho |
| Signature of Department Director | Signature of Special Employee |
| orgination of Department Director | organization of appointment of the project |
| 75 To 1 PM | (Ferral Living) |
| Mary Beth Thaman | DESE WYMER |
| (print or type Director's name) | (print or type name of Employee) |
| 1.1 | |
| Date signed: 12/6/17 | Date signed by employee: [1] 30 / 17 |
| | zass signed by simple your |
| | |

Equal Opportunity Employer

11/23/2016



CITY OF KETTERING HUMAN RESOURCES 2017 DEC - 1 AM 10: 52

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Lauren Yeary hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

WITNESSETH: Section 1 - Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Ice Skating Instructor and for performing other related duties as may be required, all subject to this Agreement. Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and PRCA Department, whether procedures of the CITY and its existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff. Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services \$20.00/hr. . No other compensation provided, in the following manner: or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

- <u>Section 4 Employee-at-Will, Notice of Termination</u>. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
- <u>Section 5 Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
- <u>Section 6 Termination Without 14 Days" Notice</u>. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
 - <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
 - <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
 - <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
 - <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
 - Section I2 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
 - Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
 - Section 14 Headings. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
 - <u>Section 15 Compensable Monthly Hour.</u> The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| IN WITNESS WHEREOF, each party has signal following his or her signature. This Agreement shall be terminating: 12/09/18 | |
|---|-----------------------------------|
| | |
| CITY OF KETTERING | |
| By: | Laurn Veauy |
| Signature of Department Director | Signature of Special Employee |
| Mary Beth Thaman | Lauren Yeary |
| (print or type Director's name) | (print or type name of Employee) |
| Date signed: 12/1/17 | Date signed by employee: 11/15/17 |

Equal Opportunity Employer

5/10/2017



| This Agreement is entered into by and betwee | n the City of Kettering, Ohio, hereinafter called | |
|--|---|--|
| the CITY and Lauren Yeary h | ereinafter called the SPECIAL EMPLOYEE | |
| or simply the EMPLOYEE, in consideration of the m | utual premises set forth below. | |
| | | |
| WITNESSETH: | | |
| Section 1 - Purposes of Employment. The CI | TY hereby employs the personal services of the | |
| SPECIAL EMPLOYEE for the purpose(s) of: lce Pi | ro Private and for | |
| performing other related duties as may be required, all | | |
| Section 2 Pulse Supervision The SPECIA | L EMPLOYEE agrees to perform the services | |
| required in a professional manner which is consistent v | | |
| required in a professional manner which is consistent v | Department, whether | |
| procedures of the CITY and its PRCA existing now or subsequently adopted. The SPECIAL | EMPI OVER further agrees to submit to the | |
| | | |
| lawful supervision and direction of those in authority or | Time CITT S Statt. | |
| Section 3 – Compensation The CITY agrees | to pay the SPECIAL EMPLOYEE, for services | |
| provided, in the following manner: \$36. | | |
| or benefits is either implied or due, except as expressly | provided for in this Agreement. The CITY shall | |
| make deductions from the SPECIAL EMPLOYEE's pa | | |
| to, federal, state and local tax withholdings and any co | | |
| Employees Retirement system. | introducions to 1 for hardeness of the one 1 are | |
| Employees Remement ayatem. | | |
| Section 4 - Employee-at-Will, Notice of Ter | mination. The SPECIAL EMPLOYEE and the | |
| CITY have an employee-employer relationship which | n is conditioned upon an "employment-at-will" | |
| basis. Specifically, the SPECIAL EMPLOYEE has the | | |
| subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) | | |

days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.

Section 5 - Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

Section 6 - Termination Without 14 Days" Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

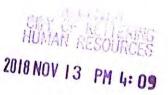
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
 - <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
 - <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
 - <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
 - <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
 - <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
 - Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
 - <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
 - <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| IN WITNESS WHEREOF, each party has following his or her signature. This Agreement sh terminating: 12/09/18 | as signed this Agreement on the day and year all be in force commencing: 12/11/17 and |
|--|---|
| CITY OF KETTERING By: | Summer Geaull |
| Signature of Department Director | Signature of Special Employee |
| Mary Beth Thaman | Lauren Yeary |
| (print or type Director's name) | (print or type name of Employee) |
| Date signed: 12/1/17 | Date signed by employee: W/15/17 |

Equal Opportunity Employer

5/10/2017





This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Anthony Zaharieff hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

WITNESSETH:

| Section 1 – Purposes of Employment. Tl | he CITY hereby employs the pers | onal services of the |
|---|------------------------------------|----------------------|
| SPECIAL EMPLOYEE for the purpose(s) of:_ | Lifeguard Training | and for |
| performing other related duties as may be require | ed, all subject to this Agreement. | |

- Section 2 Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
- Section 3 Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$10.00/hr. . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
- <u>Section 4 Employee-at-Will, Notice of Termination</u>. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
- <u>Section 5 Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
- Section 6 Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <u>any way</u> subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| IN WITNESS WHEREOF, ea following his or her signature. This Agreeminating: 12/09/18 | sch party has signed this Agreement on the day and year reement shall be in force commencing: 11/05/18 and |
|---|--|
| CITY OF KETTERING | |
| By: | orus aug 3 |
| Signature of Department | Signature of Special Employee |
| Director Mary Beth O'Dell | Anthony Zaharieff |
| (print or type Director's name) | (print or type name of Employee) |
| Date signed: W13/18 | Date signed by employee: 1/13/19 |

Equal Opportunity Employer

5/10/2017



2018 NOV 13 PM 4: 09

| This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Anthony Zaharieff hereinafter called the SPECIAL EMPLOYEE |
|--|
| or simply the EMPLOYEE, in consideration of the mutual premises set forth below. |
| WITNESSETH: |
| Section 1 – Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Lifeguard Training and for |
| performing other related duties as may be required, all subject to this Agreement. |
| <u>Section 2 – Rules, Supervision</u> . The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and |
| procedures of the CITY and its PRCA Department, whether |
| existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff. |
| Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$10.00/hr |
| Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter. |
| <u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE. |

Section 6 - Termination Without 14 Days' Notice. The CITY may terminate this Agreement at

any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired

by the CITY.

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
 - <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
 - <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
 - <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
 - Section 11 Conflicts of Interest. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
 - <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

| follov termin | IN WITNESS WHEREOF, each party has signing his or her signature. This Agreement shall be nating: 12/08/19 | gned this Agreement on the day and year in force commencing: 12/10/18 and |
|------------------|---|---|
| CITY | OF KETTERING | |
| By: | BAVIS | (May Den |
| | Signature of Department | Signature of Special Employee |
| | Director Mary Beth O'Dell | Anthony Zaharieff |
| | (print or type Director's name) | (print or type name of Employee) |
| | Date signed: | Date signed by employee: 1//13/18 |

Equal Opportunity Employer

5/10/2017