

2020 JUN 23 PM 4: 20

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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

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Section 1 – Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: ______ Exercise 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: 19.75/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.

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.
- 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 following his or her signature. This Agree terminating: 12/06/20	party has signed this Agreement on the day and year ement shall be in force commencing: 06/29/20 and
CITY OF KETTERING By: DOWN	Hute a
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Kristen Ake
(print or type Director's name)	(print or type name of Employee)
Date signed://\tag{\bar{\bar{\bar{\bar{\bar{\bar{\bar{\bar	Date signed by employee: 6/18/2020

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called hereinafter called the SPECIAL EMPLOYEE the CITY and Kristen Ake

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 and for Exercise Instructor 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 Department, whether PRCA 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 . No other compensation 19.75/hr. 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

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- 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.
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- <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 signed ing his or her signature. This Agreement shall be in ating: 12/06/20	ed this Agreement on the day and year n force commencing: 12/09/19 and
CITY By:	OF KETTERING DAVIS	Nate C
	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell	Kristen Ake
	(print or type Director's name)	(print or type name of Employee)
	Date signed: 14/8/14	Date signed by employee: 1\/\/\9

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called hereinafter called the SPECIAL EMPLOYEE the CITY and MeLisa Andrews 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:

Adaptive Recreation Camp Leader 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 Department, whether PRCA 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 . No other compensation 16.50/hr. 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.
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- <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 sha terminating: 08/28/2020	s signed this Agreement on the day and year ll be in force commencing: 03/16/2020 and
CITY OF KETTERING By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	MeLisa Andrews
Date signed: 3/12/7020	(print or type name of Employee) Date signed by employee: 3/10/2020

Equal Opportunity Employer

5/10/2017



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

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- <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.
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follov termi	wing his or her signature. This Agreement sha nating: 08/01/21	s signed this Agreement on the day and year all be in force commencing: 08/03/20 and
CITY By:	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell	Sara Andrews
	(print or type Director's name)	(print or type name of Employee)
	Date signed: 7/14/20	Date signed by employee: 7/15/20

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Ket the CITY and Sara Andrews hereinafter called	tering, Ohio, hereinafter called
or simply the EMPLOYEE, in consideration of the mutual premises se	the SPECIAL EMPLOYER of forth below.
WITNESSETH:	
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SPECIAL EMPLOYEE for the purpose(s) of: Private Instruct performing other related duties as may be required, all subject to this A	greement.
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IN WITNESS WHEREOF, each party following his or her signature. This Agreement terminating: 08/01/21	has signed this Agreement on the day and year shall be in force commencing: 08/03/20 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Sara Andrews
Date signed:	(print or type name of Employee) Date signed by employee: 1/6/2020

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called hereinafter called the SPECIAL EMPLOYEE the CITY and JENNI BAKER 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: 2020 FRAZE TEAM LEADER 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 Department, whether procedures of the CITY and its PRCA 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: \$16.00/HOUR 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.

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- <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 following his or her signature. This Agreement terminating: 12/06/2020	has signed this Agreement on the day and year shall be in force commencing: 12/09/2019 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	<u>Jennifev Bakev</u> (print or type name of Employee)
Date signed: 11/15/15	Date signed by employee:

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and AMANDA ANDERL BASS 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: 2020 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: \$15.00/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.
- <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 has following his or her signature. This Agreement shatterminating: 12/06/2020	as signed this Agreement on the day and year all be in force commencing: 12/9/2019 and
CITY OF KETTERING By: Dans	
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Amanda Bass Ander
(print or type Director's name)	(print or type name of Employee)
Date signed: 11/15/19	Date signed by employee: 117/19

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called hereinafter called the SPECIAL EMPLOYEE the CITY and Alexander Blankenship 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 Assistant Facility Coordinator 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 Department, whether PRCA 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 . No other compensation 17.58/hr. 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

<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.

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.

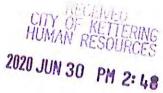
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE 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 following his or her signature. This Agreement terminating: 12/06/20	has signed this Agreement on the day and year shall be in force commencing: 12/09/19 and
CITY OF KETTERING	
By: Signature of Department	
Director Mary Beth O'Dell (print or type Director's name)	Alexander Blankenship (print or type name of Employee)
Date signed: 11/21/19	Date signed by employee:

Equal Opportunity Employer

5/10/2017





CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

	etween the City of Kettering, Ohio, hereinafter hereinafter called the SPECIAL EMPL	
the CITY and Jaimey Bly II or simply the EMPLOYEE, in consideration of t	the mutual premises set forth below.	OILL
WITNESSETH:		
	he CITY hereby employs the personal services	s of the
SPECIAL EMPLOYEE for the purpose(s) of:		
performing other related duties as may be require		
Section 2 – Rules, Supervision. The SPI	ECIAL EMPLOYEE agrees to perform the s	ervices
required in a professional manner which is consist procedures of the CITY and its		
existing now or subsequently adopted. The SPE	20/1111111111	
lawful supervision and direction of those in author		to the
<u>Section 3 – Compensation</u> . The CITY ag provided, in the following manner:	grees to pay the SPECIAL EMPLOYEE, for s \$10.00/hr. No other compe	
or benefits is either implied or due, except as expr	ressly provided for in this Agreement. The CIT	Y shall
make deductions from the SPECIAL EMPLOYE		
to, federal, state and local tax withholdings and ar	ny contributions to FICA/Medicare or the Ohio	Public
Employees Retirement system.		
Section 4 – Employee-at-Will, Notice of CITY have an employee-employer relationship v	of Termination. The SPECIAL EMPLOYEE a	
basis. Specifically, the SPECIAL EMPLOYEE has		
subject to fourteen (14) days' written notice, and		
days' written notice, unless specified otherwise l	스테스 마시 아이들 아니다. 그리고 있는 것이 그렇게 되었다. 하는 사람들은 사람들은 사람들은 사람들은 사람들이 되었다. 그렇게 되었다. 이번 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은	
temporary, subject to the terms of this Agreemen		
the City Charter.		
	1. The obligations of the parties are subject	
contingent upon a City of Kettering Personnel		e City
Manager, so as to authorize hiring of the SPECIA	AL EMPLOYEE.	
Section 6 – Termination Without 14 Days	3" Notice. The CITY may terminate this Agree	ment 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 sh terminating: 10/05/20	as signed this Agreement on the day and year all be in force commencing: 07/06/20 and
CITY OF KETTERING By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Jaimey Bly II (print or type name of Employee)
Date signed: 6/30/20	Date signed by employee: $(129/20)$

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Jaimey Bly II 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
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 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.
- 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.

	F, each party has signed this Agreement on the day and year s Agreement shall be in force commencing: 12/09/19 and
CITY OF KETTERING	10. T
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'D	
(print or type Director's na	me) (print or type name of Employee) Date signed by employee: 12/7

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called hereinafter called the SPECIAL EMPLOYEE the CITY and Jaimey Bly II 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 Sports Official II SPECIAL EMPLOYEE for the purpose(s) of: 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 25.00/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 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.
- 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 signing his or her signature. This Agreement shall be nating: 12/06/20	
CITY	OF KETTERING	0 1 0001
By:	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell	Jaimey Bly II
	(print or type Director's name)	(print or type name of Employee)
	Date signed: 12/10/19	Date signed by employee: 12/7

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Kelley Booze 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: Oil Painting Class 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 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: \$35.00 per contact 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.
- <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.
- <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.

	ESS WHEREOF, each party hr signature. This Agreement sh		10 To
CITY OF KETT	ERING RYAN DANS	Lelle	Mant
By: Signature	of Department	Signature of Spe	ecial Employee
201	FOL	Valley	Booze
	Mary Beth O'Dell		
(print or ty	pe Director's name)	(print or type na	me of Employee)
Date signe	d: 11(26/19	Date signed by e	mployee: 11 / 23/19

Equal Opportunity Employer

5/10/2017



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

SPECIAL EMPLOYEE AGREEMENT

WITNESSETH:			
Section 1 – Purposes of Employ	ment. The CITY hereby	employs the personal ser	vices of the
SPECIAL EMPLOYEE for the purpos			and for
performing other related duties as may be			
Section 2 - Rules, Supervision.	The SPECIAL EMPLO	YEE agrees to perform t	he services
required in a professional manner which	is consistent with all app	licable rules, regulations, p	policies and
procedures of the CITY and its	PRCA	Departmen	it, whether
existing now or subsequently adopted.	The SPECIAL EMPLOY	YEE further agrees to sul	bmit 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:	\$29.38/hr.	. No other co	mpensation

Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$29.38/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 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.

following his or her signature. This Agreement s terminating: 12/06/20	hall be in force commencing: 06/29/20 and
CITY OF KETTERING By: Signature of Department	Signature of Special Employee
<u>Director</u> Mary Beth O'Dell (print or type Director's name)	Nancy Boss (print or type name of Employee)
Date signed: 4/2/20	Date signed by employee: June 17, 20 & C

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Nancy Boss 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: 2019 Adult and Youth dance class 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 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: \$27/hour for class instruction . 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)

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.

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

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.
- <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 swing his or her signature. This Agreement shall nating: 12/6/2020	
CITY By:	Signature of Department	Many Boss
	Signature of Department Director Mary Beth O'Dell	Signature of Special Employee NANU 0055
	(print or type Director's name) Date signed: 11(26/15	(print or type name of Employee) Date signed by employee: Nov 2/00/0

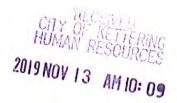
Equal Opportunity Employer

5/10/2017



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

hereinafter called the SPECIAL EMPLOYEE



the CITY and Nancy Boss 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 and for **Exercise Instructor** 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 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 . No other compensation \$29.38/hr. 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.
- 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 termi	IN WITNESS WHEREOF, each party has sig ving his or her signature. This Agreement shall be nating: 12/06/20	ned this Agreement on the day and year in force commencing: 12/09/19 and
CITY By:	OF KETTERING DAVIS	Mancy Boss,
	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell	Nancy Boss
	(print or type Director's name)	(print or type name of Employee)
	Date signed: 11/13/15	Date signed by employee: 777-72019

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Heather Boyer 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: Fitness Equipment Maintenance 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:

\$12.00/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.

<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.

following	N WITNESS WHEREOF, each party has signature. This Agreement shall being: 12/06/20	ned this Agreement on the day and year in force commencing: 12/09/19 and
Ву: _	F KETTERING RPAN DAVIS	Heather Boye,
S	ignature of Department	Signature of Special Employee
D	FCR Director Mary Beth O'Dell	Heather Boyer
	print or type Director's name)	(print or type name of Employee)
D	Date signed: 4/13/19	Date signed by employee:

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Nahseam Brown 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 **Exercise Instructor** 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 Department, whether PRCA 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 20.75/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 <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.
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- <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.

	arty has signed this Agreement on the day and year nent shall be in force commencing: 12/09/19 and
CITY OF KETTERING By:	examples Ally Mr
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Nahseam Brown
(print or type Director's name)	(print or type name of Employee)
Date signed: 11/19/19	Date signed by employee:

Equal Opportunity Employer

5/10/2017



2020 JUL 15 PM 1: 43

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Karen Brumit 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: Exercise 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: 21.25/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 <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 ha following his or her signature. This Agreement sha terminating: 12/06/20	s signed this Agreement on the day and year II be in force commencing: 07/27/20 and
CITY OF KETTERING	La Rid
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Karen Brumit
(print or type Director's name)	(print or type name of Employee)
Date signed: 7/19/20	Date signed by employee: 7/9/2020

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called hereinafter called the SPECIAL EMPLOYEE the CITY and Karen Brumit 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 Exercise Instructor 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 Department, whether PRCA 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 . No other compensation 21.25/hr. 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.

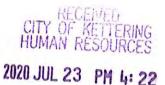
Section 6 - Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) 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 <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 following his or her signature. This Agreement shall terminating: 12/06/20	signed this Agreement on the day and year be in force commencing: 12/09/19 and
CITY OF KETTERING	A Bund
By: DAVIS	au pumy
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Karen Brumit
(print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee: 1/7/19

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 Penny Carpenter 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: Private 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: 49.53/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.

- 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 shaterminating: 08/01/21	as signed this Agreement on the day and year all be in force commencing: 08/03/20 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Penny Carpenter (print or type name of Employee)
Date signed: 7//3/20	Date signed by employee:

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES

2020 JUL 23 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 Penny Carpenter 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: 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: 25.25/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 <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 sha erminating: 08/01/21	s signed this Agreement on the day and year all be in force commencing: 08/03/20 and
ey: Signature of Department	Danga palas
Director Mary Beth O'Dell (print or type Director's name)	Signature of Special Employee Penny Carpenter (print or type name of Employee)
Date signed:	Date signed by employee: 7/1/203

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 Jenah Cho Bartek 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: Exercise 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: 20.75/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.

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 signal following his or her signature. This Agreement shall be terminating: 12/06/20	gned this Agreement on the day and year e in force commencing: 07/27/20 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	Jenah Cho Bartek (print or type name of Employee) Date signed by employee: 7/6/20

Equal Opportunity Employer

5/10/2017



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

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 **Exercise Instructor** 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 Department, whether **PRCA** 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 . No other compensation 20.75/hr. 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 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.

	er signature. This Agreement shal	signed this Agreement on the day and year l be in force commencing: 12/09/19 and
CITY OF KETT	ERING PAPAN DAVIS	Almah Bar ber
	of Department	Signature of Special Employee
Director 1	Mary Beth O'Dell	Jenah Cho Bartek
(print or ty	pe Director's name)	(print or type name of Employee)
Data signa	d 11/3/19	Date signed by employee: 11 8/16

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES 2020 JUL 15 PM 1: 43

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Mary Beth Cloyd 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: Exercise 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: 20.25/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 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.

ninating: 12/06/20	
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Mary Beth Cloyd
(print or type Director's name)	(print or type name of Employee)
Date signed: $\frac{7}{17/2}c$	Date signed by employee:

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Mary Beth Cloyd 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: Exercise 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: 20.25/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.
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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.
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- 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.
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- <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 terminating: 12/06/20	party has signed this Agreement on the day and year nent shall be in force commencing: 12/09/19 and
CITY OF KETTERING	Para Davis
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Mary Beth Cloyd
(print or type Director's name)	(print or type name of Employee)
Date signed: 11/13/19	Date signed by employee: 1-7-19

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Mary Beth Cloyd 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: Fitness Equipment Maintenance 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: 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.
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by the CITY.

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- 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.
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- <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 p following his or her signature. This Agreem terminating: 12/06/20	ent shall be in force commencing: 12/09/19 and and and and sear and search
D).	Signature of Special Employee
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Mary Beth Cloyd
(print or type Director's name)	(print or type name of Employee)
Date signed: 11/13/19	Date signed by employee: 11-19

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Faith Cornett 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 C	CITY hereby employs the personal services of the
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 SPECI	IAL EMPLOYEE agrees to perform the services
required in a professional manner which is consistent	with all applicable rules, regulations, policies and
	Department, whether
existing now or subsequently adopted. The SPECIA	AL EMPLOYEE further agrees to submit to the

Section 3 — Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 12.00/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.

lawful supervision and direction of those in authority on the CITY's staff.

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.

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- <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.
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follow termin	IN WITNESS WHEREOF, each party has signe ing his or her signature. This Agreement shall be in ating: 12/06/20	d this Agreement on the day and year force commencing: 01/04/20 and
CITY	OF KETTERING	
By:	DAVIS	PaiMi Cerustell
	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell	Faith Cornett
	(print or type Director's name)	(print or type name of Employee)
	Date signed: 1/13/2020	Date signed by employee: 1/8/2020

Equal Opportunity Employer

5/10/2017



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

	alled the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration of the mutual premis	es set forth below.
WINDLING CONTOUR	
WITNESSETH:	
Section 1 – Purposes of Employment . The CITY hereby en	
SPECIAL EMPLOYEE for the purpose(s) of: Health and	
performing other related duties as may be required, all subject to the	is Agreement.
Section 2 - Rules, Supervision. The SPECIAL EMPLOY	EE agrees to perform the services
required in a professional manner which is consistent with all applic	
procedures of the CITY and its PRCA	Department, whether
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<u>Section 3 – Compensation</u> . The CITY agrees to pay the Si	
provided, in the following manner: 12.25/hr.	No other compensation
or benefits is either implied or due, except as expressly provided for	
make deductions from the SPECIAL EMPLOYEE's pay as required	
to, federal, state and local tax withholdings and any contributions to	FICA/Medicare or the Ohio Public
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 - 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 swing his or her signature. This Agreement shall nating: 12/06/20	be in force commencing: 06/29/20 and
CITY By:	OF KETTERING	Maa Courrett
	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell	Mia Cornett
	(print or type Director's name)	(print or type name of Employee)
	Date signed: 6 10 10 10 10 10 10 10 10 10 10 10 10 10	Date signed by employee: 06/22/20

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Mia Cornett 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 C	CITY hereby employs the personal se	ervices of the
SPECIAL EMPLOYEE for the purpose(s) of:	Health and Saftey 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: 12.25/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.
- <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.
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- <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.
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	OF KETTERING RYAN	Men Carenett
By:	Signature of Department	Signature of Special Employee
	pal	
	Director Mary Beth O'Dell	Mia Cornett
	(print or type Director's name)	(print or type name of Employee)
	Date signed: 12/3/19	Data signed by applaces 11/12/201

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Mia Cornett 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 en	mploys the personal services of the
Private Ins	tructor
performing other related duties as may be required, all subject to the	is 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: 12.00/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.
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- 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.
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- <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 Agree terminating: 12/06/20	ment shall be in force commencing: 01/04/20 and
CITY OF KETTERING By:	
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Mia Cornett
Date signed: 1/13/2020	(print or type name of Employee)

Equal Opportunity Employer

5/10/2017



Department, whether

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Kevin Crisler 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: Exercise 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

SPECIAL EMPLOYEE AGREEMENT

Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 20.75/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.

PRCA

lawful supervision and direction of those in authority on the CITY's staff.

existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the

procedures of the CITY and its

<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.

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 - 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.
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 - <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: 12/06/20	gned this Agreement on the day and year e in force commencing: 06/29/20 and
By: Signature of Department	hi6. hil
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Kevin Crisler
(print or type Director's name)	(print or type name of Employee)
Date signed: Aprile	Date signed by employee: $\frac{6/19/20}{}$

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES

2020 JUN 23 PM 4: 21

SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Kevin Crisler hereinafter called the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH:
$\frac{Section\ 1-Purposes\ of\ Employment}{SPECIAL\ EMPLOYEE\ for\ the\ purpose(s)\ of: } \ \ \frac{Personal\ Trainer}{Personal\ Trainer} \ \ and\ for$
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
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 20.00/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.
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

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by the CITY.

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- 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.
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IN WITNESS WHEREOF, each following his or her signature. This Agree terminating: 12/06/20	party has signed this Agreement on the day and year ment shall be in force commencing: 06/29/20 and
CITY OF KETTERING By:	a. 6. Wil
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Kevin Crisler
(print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee: 6/19/77

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, I the CITY and Kevin Crisler hereinafter called the SPECIA	hereinafter called L EMPLOYEE
or simply the EMPLOYEE, in consideration of the mutual premises set forth below	
WITNESSETH: Section 1 – Purposes of Employment SPECIAL EMPLOYEE for the purpose(s) of: Personal Trainer performing other related duties as may be required, all subject to this Agreement.	
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CITY OF KETTERING By:	a: 6. his
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Kevin Crisler
(print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee: 11/13/19

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Kevin Crisler 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 and for **Exercise Instructor** 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 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 . No other compensation 20.75/hr. 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"

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.
- 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 signing his or her signature. This Agreement shall be nating: 12/06/20	
CITY By:	OF KETTERING PAVIS	in 6. wil
25.	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell	Kevin Crisler
	(print or type Director's name)	(print or type name of Employee)
	Date signed:	Date signed by employee: 1/9/19

Equal Opportunity Employer

5/10/2017



the CITY and Jack Davis This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the SPECIAL FMPLOVEE.
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: 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: \$12.00/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.
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<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.

- 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.
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- <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 terminating: 08/01/21	s signed this Agreement on the day and year ll be in force commencing: 08/03/20 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Jack Davis (print or type name of Employee)
Date signed:	Date signed by employee: 4/13/20

Equal Opportunity Employer

5/10/2017



the CITY and Ryan Davis	d between the City of Kettering, Ohio, hereinafter called hereinafter called the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration	of the mutual premises set forth below.
WITNESSETH:	The OUTV hardy amplays the personal services of the
SPECIAL EMPLOYEE for the purpose(s)	. The CITY hereby employs the personal services of the of: sports Leader I and for
performing other related duties as may be rec	mired, all subject to this Agreement.
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required in a professional manner which is co	insistent with all applicable rules, regulations, policies and
the CITY and ite	PRCA Department, whether
existing now or subsequently adopted. The	SPECIAL EMPLOTEE further agrees to such a to
lawful supervision and direction of those in au	ithority on the CITT Stan.
Section 3 – Compensation. The CIT	Y agrees to pay the SPECIAL EMPLOYEE, for services
provided, in the following manner:	2.50/hr. No other compensation expressly provided for in this Agreement. The CITY shall
make deductions from the SPECIAL EMPLO	The state of the s
to federal state and local tax withholdings a	nd any contributions to FICA/Medicare or the Ohio Public
Employees Retirement system.	200 - 100 -
CITY have an employee-employer relations basis. Specifically, the SPECIAL EMPLOY subject to fourteen (14) days' written notice, days' written notice, unless specified otherw temporary, subject to the terms of this Agree the City Charter.	ce of Termination. The SPECIAL EMPLOYEE and the ship which is conditioned upon an "employment-at-will" EE has the right to terminate this Agreement at any time, and the CITY has the same right, subject to fourteen (14) vise herein. The SPECIAL EMPLOYEE's status shall be sement and is in the unclassified Civil Service pursuant to
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- <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.
- <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.

following his or her signature. This Agreement shall be the important that the important ing: 12/06/20	
CITY OF KETTERING	A15
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Ryan Davis
(print or type Director's name)	(print or type name of Employee)

Date signed by employee: 10/24/19

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

Equal Opportunity Employer

5/10/2017



RECEIVED CITY OF KETTERING HUMAN RESOURCES

2020 JUN 24 AM 4: 14

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Megan Delgrosso 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: Personal Trainer 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: 20.25/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.

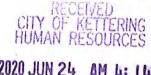
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <u>any way</u> subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL 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 following his or her signature. This Agreement terminating: 12/06/20	has signed this Agreement on the day and year shall be in force commencing: 06/29/20 and
By: Signature of Department	
Director Mary Beth O'Dell	Megan Delgrosso
(print or type Director's name) Date signed: 4/23/20	(print or type name of Employee) Date signed by employee:

Equal Opportunity Employer

5/10/2017





2020 JUN 24 AM 4: 14

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called
the CITY and Megan Delgrosso 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 Personal Trainer 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: 25.25/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.
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
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Section 5 - Need for Personnel Action. The obligations of the parties are subject to and
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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.
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 - 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.
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IN WITNESS WHEREOF, each party hat following his or her signature. This Agreement shaterminating: 12/06/20	as signed this Agreement on the day and year all be in force commencing: 06/29/20 and
CITY OF KETTERING By: Bold	Mara A. M
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Megan Delgrosso
(print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee: $(\rho/23/20)$

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called hereinafter called the SPECIAL EMPLOYEE the CITY and Megan Delgrosso 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 Personal Trainer** 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 . No other compensation provided, in the following manner: 25.25/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) 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.

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- <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 signed ving his or her signature. This Agreement shall be in nating: 12/06/20	ed this Agreement on the day and year n force commencing: 12/09/19 and
CITY By:	OF KETTERING PAVS	Megan Delhosso Signature of Special Employee
	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell	Megan Delgrosso
	(print or type Director's name)	(print or type name of Employee)
	Date signed:	Date signed by employee:11/12/19_

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called hereinafter called the SPECIAL EMPLOYEE the CITY and Megan Delgrosso 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 Department, whether PRCA 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 . No other compensation 20.25/hr. 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.

<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.

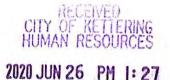
<u>Section 6 – Termination Without 14 Days' Notice</u>. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), 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.

IN WITNESS WHEREOF, each party has sign following his or her signature. This Agreement shall be terminating: 12/06/20	ned this Agreement on the day and year in force commencing: 12/09/19 and
CITY OF KETTERING By: Signature of Department	<u>Megan Delshosso</u> Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	Megan Delgrosso (print or type name of Employee) Date signed by employee: 11/12/19

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 Amanda Denlinger 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: 16.75/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 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 following his or her signature. This Agreement shall terminating: 12/06/20	
By: Signature of Department	Signature of Special Employee
<u>Director Mary Beth O'Dell</u> (print or type Director's name)	Amanda Denlinger (print or type name of Employee)
Date signed: $\frac{4/23/28}{}$	Date signed by employee: 6/22 2022

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called hereinafter called the SPECIAL EMPLOYEE the CITY and Amanda Denlinger 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 **Assistant Facility Coordinator** 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** 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 . No other compensation provided, in the following manner: 16.75/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) 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.
- 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.

1

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: 12/09/19 and terminating: 12/06/20

CITY OF KETTERING

By: Signature of Department

Director Mary Beth O'Dell (print or type Director's name)

Date signed: 11/3/19

Date signed by employee: 11/17/19

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

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called hereinafter called the SPECIAL EMPLOYEE Matthew Denman the CITY and 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 and for Fencing Instruction 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 Department, whether PRCA 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 . No other compensation \$18.00/participant 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 <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 sollowing his or her signature. This Agreement shall erminating: 12/06/20	be in force commencing: 12/09/19 and
CITY OF KETTERING PAPERS DAVIS	Man Or
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Matthew Denman
(print or type Director's name)	(print or type name of Employee)
Date signed:w//8//9	Date signed by employee: 10/24/19

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Tiffany Derosier 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 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 \$14.75/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 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.

- <u>Section 7 No Subcontracting Assignment</u>. 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.

그렇게 되는 것이 되었다. 이 어머니는 그는 어머니는 그를 가게 하면 하는 것이 되었다. 그는 것이 없는 것이 없는 것이 없는 것이 없는 것이 없다.	nent shall be in force commencing: 11/25/2019 and
CITY OF KETTERING By:	1. Derosii
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Tiffary Derosis
(print or type Director's name)	(print or type name of Employee)
Date signed: 11/76/19	Date signed by employee: 11/25/2019

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called
the CITY and Victoria Dresher 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: 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 2 Companyation The CITY 1 OPECIAL ELECTRICAL
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 11.25/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.
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.

following his or her signature. This terminating: 08/01/21	, each party has signed this Agreement on the day and year Agreement shall be in force commencing: 08/03/20 and
By: Signature of Department	Les Victoria Mon
Director Mary Beth O'Dell (print or type Director's name	
Date signed:	Date signed by employee: $7/3/2077$

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 **Thomas L. Dues**, ("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 <u>December 24, 2019</u>, the CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: (i.) performing the duties of <u>Parks Inspector</u> as described in Exhibit A, and (ii.) such other duties and services as may be assigned in the sole discretion of the <u>Parks Superintendent</u>. 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 Parks Superintendent or any designee appointed by the Parks Superintendent. The services and duties to be provided by SPECIAL EMPLOYEE under this Agreement shall require SPECIAL EMPLOYEE to work an average of twenty-four hours per week, with a regular schedule of 4-6 hours per day, 3-4 days per week and in no event to exceed twenty-four (24) hours per week. SPECIAL EMPLOYEE will provide such services and duties on such workdays and during such hours as necessary and/or as may be requested by the Parks Superintendent or their respective designees to satisfactorily complete the services and duties. SPECIAL EMPLOYEE must have a minimum of one hour of compensable time per month during the term of this Agreement. 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.

Section 3 - Compensation. 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 \$24.25 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 fourteen (14) 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 No Subcontracting/Assignment</u>. Without the expressed written permission of the City Manager, the City Finance Director, and the City Law Director, 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 6 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 7 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 8 – 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 9 – 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.

Section 10 – Effective Date and Terms. This Agreement shall become effective on **December 24, 2019** and shall terminate **December 25, 2020**, unless terminated earlier as provided in Section 4.

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:

EMPLOYEE:

City of Kettering 3600 Shroyer Road Kettering, OH 45429 (937) 296-2412

MaryBeth Thaman

Parks, Recreation & Cultural Arts Director

Thomas L. Dues Parks Inspector

Date signed: 12/2/15

Date signed: 11/27/19



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Sammie Sue Edmondson 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: 2019 Adult and Youth dance class 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 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: \$27/hour for class instruction . 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 signing his or her signature. This Agreement shall be ating: 12/6/2020	
CITY By:	OF KETTERING	Jamm Soldminder
Dy.	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell (print or type Director's name)	SAMMIE Sue Edmondson (print or type name of Employee)
	Date signed: 11/26/15	Date signed by employee: 11-18-2019

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES

2019 OCT 30 AM 9: 00

SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Carolyn Eisen 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 procedures of the CITY and its PRCA Department, whether

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.

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 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 sign ving his or her signature. This Agreement shall be nating: 12/06/20	
CITY	OF KETTERING	0, 8
By:	DAVIS	and m aser
	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell	Carolyn Eisen
	(print or type Director's name)	(print or type name of Employee)
	Date signed: 10/30/19	Date signed by employee: 10/25/19

Equal Opportunity Employer

5/10/2017



CITY OF ETTERING SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:		
Section 1 – Purposes of Employment. Th	e CITY hereby employs the person	onal services of the
SPECIAL EMPLOYEE for the purpose(s) of:	Exercise Instructor	and for
performing other related duties as may be require	d, all subject to this Agreement.	
Section 2 – Rules, Supervision. The SPI	ECIAL EMPLOYEE agrees to pe	rform the services
required in a professional manner which is consist		ations, policies and
procedures of the CITY and itsPF		partment, whether
existing now or subsequently adopted. The SPE	CIAL EMPLOYEE further agrees	s to submit to the
lawful supervision and direction of those in author	ity on the CITY's staff.	

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services 19.75/hr. provided, in the following manner: . 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.

- 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.
 - <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 particle following his or her signature. This Agreement terminating: 12/06/20	ent shall be in force commencing: 07/27/20 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Larry Fox (print or type name of Employee)
Date signed:	Date signed by employee:

Equal Opportunity Employer

5/10/2017





2020 JUN 24 AM 4: 15

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Larry Fox hereinafter called the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH:
SPECIAL EMPLOYEE for the purpose(s) of: SPECIAL EMPLOYEE for the purpose(s) of: Personal Trainer and for
SPECIAL EMPLOYEE for the purpose(s) of: Personal Trainer 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
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 21.00/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.
Section 6 – Termination Without 14 Days' Notice. The CITY may terminate this Agreement a 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: 12/06/20	
CITY By:	OF KETTERING Simulation (Specific Property)	
	Signature of Department'	Signature of Special Employee
	Director Mary Beth O'Dell	Larry Fox
	(print or type Director's name)	(print or type name of Employee)
	Date signed: Uh3ho	Date signed by employee: 10-23-20

Equal Opportunity Employer

5/10/2017





2020 JUN 24 AM 4: 15

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Larry Fox 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 Personal Trainer and for performing other related duties.
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: 26.00/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.
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: 12/06/20	as signed this Agreement on the day and year all be in force commencing: 06/29/20 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	Larry Fox (print or type name of Employee) Date signed by employee:

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Larry Fox 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: Personal Trainer 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 provided, in the following manner: 21.00/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.

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 h following his or her signature. This Agreement sh terminating: 12/06/20	has signed this Agreement on the day and year hall be in force commencing: 12/09/19 and
CITY OF KETTERING By: DAV	
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Larry Fox
(print or type Director's name)	(print or type name of Employee)
Date signed: 11/13/19	Date signed by employee: 11-11-19

Equal Opportunity Employer

5/10/2017



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

the CITY and Larry Fox 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 and for SPECIAL EMPLOYEE for the purpose(s) of: Exercise Instructor 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 Department, whether PRCA 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 . No other compensation 19.75/hr. 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.
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- <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 sign ng his or her signature. This Agreement shall be ating: 12/06/20	
CITY By:	OF KETTERING PAVS DAVS	
	Signature of Department	Signature of Special Employee Larry Fox
	Director Mary Beth O'Dell	
	(print or type Director's name)	(print or type name of Employee)
	Date signed: 11/13/19	Date signed by employee: 11-8-19

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Larry Fox 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 Personal Trainer** 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 26.00/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

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.

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 <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.
- <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 following his or her signature. This Agreement terminating: 12/06/20	has signed this Agreement on the day and year shall be in force commencing: 12/09/19 and
CITY OF KETTERING	avis (
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Larry Fox
(print or type Director's name)	(print or type name of Employee)
Date signed: 11/13/19	Date signed by employee: //-//-/9

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Kathleen Gelm 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: Water Workout Instruction (Drop in) 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.

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 wing his or her signature. This Agreement shall nating: 12/06/20	그는 이렇게 되었다면 그렇게 되는 이렇게 가지 않아 되었다면 하는 사람이 되었다면 그렇게 되었다면 하는 것이 없는 것이다.
	Y OF KETTERING	- t- +AO - 1960
By:	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell	Kathleen Gelm
	(print or type Director's name)	(print or type name of Employee)
	Date signed: 1/15/19	Date signed by employee: Nov. 13, 201

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Robert J. Green, hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, 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: Director of TCSU Task Force (A salaried, overtime exempt position in the Unclassified Civil Service with a full-time schedule) and for performing other related duties as may be required from September 30, 2019, until September 27, 2020, 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, 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: A salary of \$95,027/yr (\$45.686/hour equivalent) was established (effective August 7, 2017), 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 (to the extent applicable) and/or prospectively as provided for in the Retro Pay Policy 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 chose to carry over his sick leave balance and is therefore eligible for sick leave conversion upon separation and otherwise consistent with City 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 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 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.
- 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 – Effective Date and Terms.</u> This Agreement shall become effective September 30, 2019, and shall terminate on September 27, 2020, 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.

Signature of City Manager	SPECIAL EMPLOYMENT
Mark W. Schwieterman, City Manager (print or type City Manager's name) Date signed: 4.24.9 Signature of Department Director Christopher N. Protsman, Chief of Police (print or type Director's name) Date signed: 9-21-19	Signature of Special Employee Robert J. Green (print or type name of Employee) Date signed by employee: 9/24/201 Address:
Approved as to form:	(SSN#)



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Brooke Griffin 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: Youth and Adult Art Program 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 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: \$16.00 per 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 <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.
- $\underline{Section\ 14-Headings}. \ The\ section\ headings\ in\ this\ Agreement\ are\ for\ convenience\ only\ and\ shall\ not\ be\ used\ to\ interpret\ this\ Agreement.$
- <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 signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 3/2/2020 and terminating: 12/06/2020

CITY OF KETTERING

By: Signature of Department

Director Mary Beth O'Dell
(print or type Director's name)

Date signed: 3/10/2020

Date signed by employee: 2-24-20

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

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES 2020 JUN 26 PM 1: 27

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Derek Hardin 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 apploys the personal services of the

Section 1 - Purposes of Employment. The CITY hereby employs the personal services of the **Adult Softball Site Supervisor** SPECIAL EMPLOYEE for the purpose(s) of: 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 \$10.00/hr. provided, in the following manner: . 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

<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.

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.

<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 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: 10/05/20	s signed this Agreement on the day and year lbe in force commencing: 07/06/20 and
By: Signature of Department	geel tub
Signature of Department Director Mary Beth O'Dell	Signature of Special Employee Derek Hardin
(print or type Director's name) Date signed:	(print or type name of Employee) Date signed by employee:

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Derek Hardin 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 and for **Sports Official** 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 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 \$15.00/hr. provided, in the following manner: . 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

<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.

<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 following his or her signature. This Agreement shall terminating: 12/06/20	signed this Agreement on the day and year be in force commencing: 12/09/19 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Derek Hardin
Date signed: 12/8/19	(print or type name of Employee) Date signed by employee:

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES

2020 JUL 15 PM 1: 43

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Ruth Harris 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
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: 20.25/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 <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.

	ving his or her signature. This Agreement shall be nating: 12/06/20	
CITY	OF KETTERING	
Ву:	Signature of Department	Buth ann Danis Signature of Special Employee
	Director Mary Beth O'Dell	Ruth Harris
	(print or type Director's name)	(print or type name of Employee)
	Date signed:	Date signed by employee: 07-09-202 0

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Ruth Harris 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: Exercise 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 Department, whether procedures of the CITY and its PRCA 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.

<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 sign ving his or her signature. This Agreement shall be nating: 12/06/20	
CITY By:	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell (print or type Director's name)	Ruth Harris (print or type name of Employee)
	Date signed:	Date signed by employee: 1/- 07-20/9

Equal Opportunity Employer

5/10/2017





CITY OF KETTERING 2020 JUL 23 PM 4: 22 SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Katherine Heine hereinafter called the SPECIAL EMPLOYER	1
or simply the EMPLOYEE, in consideration of the mutual premises set forth below.	j
WITNESSETH:	
Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the	,
SPECIAL EMPLOYEE for the purpose(s) of: 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 CTTY 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: 15.50/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) 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

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

contingent upon a City of Kettering Personnel Action form being signed by or through the City

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

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

- 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.
- <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.

following his or her signature. This Agreement terminating: 08/01/21	ty has signed this Agreement on the day and year t shall be in force commencing: 08/03/20 and
CITY OF KETTERING By: Signature of Department	Signature of Special Employee
<u>Director Mary Beth O'Dell</u> (print or type Director's name)	Katherine Heine
Date signed:	(print or type name of Employee) Date signed by employee: 7/13/2020

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES 2020 JUL 23 PM 4: 22

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

- 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.
- <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: 08/01/21	signed this Agreement on the day and year l be in force commencing: 08/03/20 and
By: Signature of Department	Katheuri F. Heine Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Katherine Heine (print or type name of Employee)
Date signed: 7// 1/2 G	Date signed by employee: 7-6-7020

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 Katherine Hensley 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 Water Workout Instruction (Drop in) SPECIAL EMPLOYEE for the purpose(s) of: 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 . No other compensation 21.00/hr. 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

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.

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

- 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 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 Value following his or her sign terminating: 12/06/20	WHEREOF, each party lature. This Agreement sl	has signed this Agreement on the day and year hall be in force commencing: 12/09/19 and	
CITY OF KETTERIN	G PYAU		
By: Signature of De		Signature of Special Employee	_
Director Mary	Beth O'Dell	Katherine Hensley	
(print or type Di	rector's name)	(print or type name of Employee)	
Date signed:	121/19	Date signed by employee: 11-16-1	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 Ryan Hetman hereinafter called the SPECIAL EMPLOYEI
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 fo
performing other related duties as may be required, all subject to this Agreement.
Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the service
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 service provided, in the following manner: \$10.50/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shat make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limite 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 an contingent upon a City of Kettering Personnel Action form being signed by or through the Cit 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

- <u>Section 7 No Subcontracting Assignment</u>. 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.
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- 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 part following his or her signature. This Agreement terminating: 12/06/20	y has signed this Agreement on the day and year t shall be in force commencing: 12/09/19 and
CITY OF KETTERING	Avis Myan Hottun
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Ryan Hetman
(print or type Director's name)	(print or type name of Employee)
Date signed: 11/13/19	Date signed by employee:

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Holly Hoffman 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: Personal Trainer	and for
performing other related duties as may be required, all subject to this Agree	ment.
Section 2 — Rules, Supervision. The SPECIAL EMPLOYEE agree required in a professional manner which is consistent with all applicable rule procedures of the CITY and its	s, regulations, policies and Department , whether
existing now or subsequently adopted. The SPECIAL EMPLOYEE furthe lawful supervision and direction of those in authority on the CITY's staff.	er agrees to submit to the
Section 3 — Compensation. The CITY agrees to pay the SPECIAL provided, in the following manner: \$20.25/hr.	. No other compensation
or benefits is either implied or due, except as expressly provided for in this A make deductions from the SPECIAL EMPLOYEE's pay as required by law to, federal, state and local tax withholdings and any contributions to FICA/M Employees Retirement system.	agreement. The CITY shall 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 <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.
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- <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.
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- <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: 12/06/20	s signed this Agreement on the day and year I be in force commencing: 12/09/19 and
CITY OF KETTERING	/
By: Signature of Department	Holly Hoffman Signature of Special Employee
Director Mary Beth O'Dell	Holly Hoffman
(print or type Director's name)	(print or type name of Employee)
Date signed: 11/21/19	Date signed by employee:

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Holly Hoffman 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: Exercise 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: 19.75/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.

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- <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.
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following his or her signature. This Agreement s terminating: 12/06/20	has signed this Agreement on the day and year shall be in force commencing: 12/09/19 and
CITY OF KETTERING	
By: Signature of Department Davis	Signature of Special Employee
Director Mary Beth O'Dell	Holly Hoffman
(print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee: 11-19-1

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter calle
the CITY andEthan Hueyhereinafter called the SPECIAL EMPLOYER
or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
ANALONIO CODITO Y
WITNESSETH:
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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 service
required in a professional manner which is consistent with all applicable rules, regulations, policies an
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 2. Generalize The CITY and the SPECIAL EMPLOYEE for annies
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for service
provided, in the following manner: 15.00/hr. No other compensatio
or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY sha
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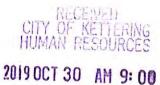
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- <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either 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.
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CITY OF KETTERING By: DAVS	Whan 19
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Ethan Huey
(print or type Director's name)	(print or type name of Employee)
Date signed: 11/13/15	Date signed by employee: 10 / PM / 16

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 Peggy Ingram 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 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. 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

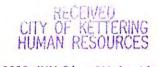
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 - <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either 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.
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IN WITNESS WHEREOF, each party following his or her signature. This Agreement terminating: 12/06/20	y has signed this Agreement on the day and year shall be in force commencing: 12/09/19 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Peggy Ingram (print or type name of Employee)
Date signed: 10/30/19	Date signed by employee: $10-24-19$

Equal Opportunity Employer

5/10/2017



2020 JUN 24 AM 4: 14

CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Thomas Jervis 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 **Group Personal Trainer** SPECIAL EMPLOYEE for the purpose(s) of: 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 25.75/hr. provided, in the following manner: . 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

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follov termi	IN WITNESS WHEREOF, each party has sig wing his or her signature. This Agreement shall be nating: 12/06/20	ned this Agreement on the day and year in force commencing: 06/29/20 and
CITY By:	OF KETTERING	Monushers
	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell	Thomas Jervis
	(print or type Director's name)	(print or type name of Employee)
	Date signed:	Date signed by employee: 6/18/27

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 hereinafter called the SPECIAL EMPLOYEE the CITY and Thomas Jervis 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** SPECIAL EMPLOYEE for the purpose(s) of: 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 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

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CITY OF KETTERING By:	Mounsherma
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Thomas Jervis
(print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee: 6/18/20

Equal Opportunity Employer

5/10/2017



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- 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 a following his or her signature. This Agreement shall terminating: 12/06/20	
CITY OF KETTERING By: DAVIS	Thomy Jeni's
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Thomas Jervis
(print or type Director's name)	(print or type name of Employee)
Date signed: 11/13/19	Date signed by employee: $41/41/19$

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Thomas Jervis 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 SPECIAL EMPLOYEE for the purpose(s) of: 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 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	N WITNESS WHEREOF, each party has sign is or her signature. This Agreement shall be ng: 12/06/20	
	F KETTERING PAVS	Momendeurs
By:	ignature of Department	Signature of Special Employee
Е	Director Mary Beth O'Dell	Thomas Jervis
_	print or type Director's name)	(print or type name of Employee)
Г	ate signed: 11 3/19	Date signed by employee: 11/11/19

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Ketterin	g, Ohio, hereinafter called
the CITY and Sarah Johnson hereinafter called the	SPECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration of the mutual premises set for	th below.
WITNESSETH:	
Section 1 – Purposes of Employment. The CITY hereby employs the	
SPECIAL EMPLOYEE for the purpose(s) of: Instructor	and for
performing other related duties as may be required, all subject to this Agree	ment.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agree	s to perform the services
required in a professional manner which is consistent with all applicable rule	s, regulations, policies and
procedures of the CITY and its PRCA	Department, whether
existing now or subsequently adopted. The SPECIAL EMPLOYEE furthe	r 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	. No other compensation
or benefits is either implied or due, except as expressly provided for in this A	greement. 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/M	edicare or the Ohio Public
Employees Retirement system.	edicate of the offio I dolle
Section 4 - Employee-at-Will, Notice of Termination. The SPECL	AL 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 thi	s Agreement at any time
subject to fourteen (14) days' written notice, and the CITY has the same right	at subject to fourton (14)
days' written notice, unless specified otherwise herein. The SPECIAL EMP	OVEE's status aball by
temporary, subject to the terms of this Agreement and is in the unclassified	Civil Caralage
the City Charter.	Civil Service pursuant to

<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 A terminating: 08/01/21	agreement shall be in force commencing: 08/03/20 and
CITY OF KETTERING By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name	Sarah Johnson
Date signed:	Date signed by employee: 07/12/20

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Sarah Johnson hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below. WITNESSETH: $\underline{\text{Section 1}} - \underline{\text{Purposes of Employment}}$. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Private 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: 36.32/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.

- <u>Section 7 No Subcontracting Assignment</u>. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <u>any way subcontracting</u> 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 sl terminating: 08/01/21	has signed this Agreement on the day and year hall be in force commencing: 08/03/20 and
CITY OF KETTERING	
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Sarah Johnson
(print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee: 07 010 20

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Gary Jones 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 Fitness Equipment Maintenance SPECIAL EMPLOYEE for the purpose(s) of: 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 provided, in the following manner: 15.50/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

<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.

<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.

- <u>Section 7 No Subcontracting Assignment</u>. 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 s following his or her signature. This Agreement shall terminating: 12/06/20	
CITY OF KETTERING By: PAYS	· Gamp L
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Gary Jones
(print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee: 11/11/19

Equal Opportunity Employer

5/10/2017



the CITY and	ement is entered into by and bet Alina Kehoe		
or simply the EMI	PLOYEE, in consideration of the	ne mutual premises set fortl	h below.
WWWNIEG	CENTRAL		
WITNESS		CIMILI I	
Section 1 -	- Purposes of Employment . The		
	OYEE for the purpose(s) of:		and for
performing other r	elated duties as may be required	I, all subject to this Agreen	nent.
required in a profe procedures of the existing now or si	 Rules, Supervision. The SPE ssional manner which is consisted CITY and its PRO LITY and its PRO LITY adopted. The SPEC and direction of those in authority 	ent with all applicable rules, CA CIAL EMPLOYEE further	regulations, policies and
provided, in the following provided, in the following the following file of the provided prov	- Compensation. The CITY agrallowing manner: 15.00/h r implied or due, except as expression the SPECIAL EMPLOYEE and local tax withholdings and anyment system.	or. essly provided for in this Ag s pay as required by law,	. No other compensation greement. The CITY shall including but not limited
CITY have an embasis. Specifically, subject to fourteen days' written notic	- Employee-at-Will, Notice of aployee-employer relationship we the SPECIAL EMPLOYEE has (14) days' written notice, and the unless specified otherwise he to the terms of this Agreement	thich is conditioned upon a the right to terminate this ne CITY has the same right prein. The SPECIAL EMPI	an "employment-at-will" Agreement at any time, t, subject to fourteen (14) LOYEE's status shall be

<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 part following his or her signature. This Agreement terminating: 12/06/20	ty has signed this Agreement on the day and year nt shall be in force commencing: 12/09/19 and
CITY OF KETTERING By:	Chinakenoc
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Alina Kehoe
(print or type Director's name)	(print or type name of Employee)
Date signed: 11/13/19	Date signed by employee: 10-23-19

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and MARTHAKEIM 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: <u>FRAZE 2020 CONCESSIONS TEAM LEADER</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 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/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.

- <u>Section 7 No Subcontracting Assignment</u>. 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.
- <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 ving his or her signature. This Agreement shall be nating: 10/6/2020	
	OF KETTERING	
By:	Signature of Department	Martha Keini Signature of Special Employee
	FOR	Signature of Special Employee
	Director Mary Beth O'Dell	Martha V. Keim
	(print or type Director's name)	(print or type name of Employee)
	Date signed: 2/27/2020	Date signed by employee: $2 - 22 - 2020$

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES

2020 JUN 23 PM 4: 19

SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the the CITY and Kelly Kidd herei	e City of Kettering, Ohio, hereinafter called nafter called the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration of the mutua	al premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment. The CITY I SPECIAL EMPLOYEE for the purpose(s) of: Exercise	
performing other related duties as may be required, all sub	ject to this Agreement.
Section 2 — Rules, Supervision. The SPECIAL E required in a professional manner which is consistent with a procedures of the CITY and its PRCA existing now or subsequently adopted. The SPECIAL EN lawful supervision and direction of those in authority on the	all applicable rules, regulations, policies and Department, whether MPLOYEE further agrees to submit to the
Section 3 — Compensation. The CITY agrees to particular provided, in the following manner: or benefits is either implied or due, except as expressly promake deductions from the SPECIAL EMPLOYEE's pay as to, federal, state and local tax withholdings and any contribe Employees Retirement system.	. No other compensation vided for in this Agreement. The CITY shalls required by law, including but not limited
Section 4 — Employee-at-Will, Notice of Termina CITY have an employee-employer relationship which is basis. Specifically, the SPECIAL EMPLOYEE has the right subject to fourteen (14) days' written notice, and the CITY days' written notice, unless specified otherwise herein. The temporary, subject to the terms of this Agreement and is in the City Charter.	conditioned upon an "employment-at-will" ht to terminate this Agreement at any time, has the same right, subject to fourteen (14) ne SPECIAL EMPLOYEE's status shall be
Section 5 – Need for Personnel Action. The ob- contingent upon a City of Kettering Personnel Action f Manager, so as to authorize hiring of the SPECIAL EMPL	form being signed by or through the City

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.
- 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 following his or her signature. This Agreement shatterminating: 12/06/20	as signed this Agreement on the day and year all be in force commencing: 06/29/20 and
CITY OF KETTERING By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Kelly Kidd (print or type name of Employee)
Date signed: (1/22/20	Date signed by employee:

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Kelly Kidd 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: _____ Exercise Instructor _____ and for performing other related duties as may be required, all subject to this Agreement.

<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.
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- <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.
- <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 particular following his or her signature. This Agreement terminating: 12/06/20	rty has signed this Agreement on the day and year nt shall be in force commencing: 12/09/19 and
,	
CITY OF KETTERING	
By:	
Signature of Department	Signature of Special Employee
Fen	
Director Mary Beth O'Dell	Kelly Kidd
(print or type Director's name)	(print or type name of Employee)
Date signed: 11/15/19	Date signed by employee: 11/12/19

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and DEBBIE KINDERDINE 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: 2020 FRAZE TEAM LEADER 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: \$15.50/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.
- <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.

- <u>Section 7 No Subcontracting Assignment</u>. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <u>any way subcontracting</u> 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.
- $\underline{Section~14-Headings}. \label{eq:Section} \ \ \underline{Section~14-Headings}. \ \ \underline{Section$
- <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 sterminating: 12/06/2020	has signed this Agreement on the day and year shall be in force commencing: 12/9/2019 and
CITY OF KETTERING By: RYAR DAVIS	(Ledd)
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Debi Kinderdine
(print or type Director's name)	(print or type name of Employee)
Data signed: W15/4	Date signed by employee: 11 7 1/3

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and NICOLE KINDERDINE 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: 2020 FRAZE TEAM LEADER 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/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.
- <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.

following his or her signature. This Agreeme terminating: 12/06/2020	nt shall be in force commencing: 12/09/2019 and
CITY OF KETTERING	
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Nicote Kirderdine
(print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee: 11719

Equal Opportunity Employer

5/10/2017



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

WITNESSETH:

Section I – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: FRAZE GROUP LEADER 2020 SEASON 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: \$23.00/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.

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- 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.
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- <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.
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- <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.

Mira

IN WITNESS WHEREOF, each party hat following his or her signature. This Agreement shatterminating: 12/6/2020	as signed this Agreement on the day and year all be in force commencing: 12/9/2019 and
CITY OF KETTERING By:	2 Millel
Signature of Department	Signature of Special Employee
FOR	Haron M. Klauber
Director Mary Beth O'Dell	Viaron M. Klauber
(print or type Director's name)	(print or type name of Employee)
Date signed: 11/21/19	Date signed by employee: //-/a-/9

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Craig Koesters 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.
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: \$13.12 hr. / Up too 20 hrs. 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.
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.
- 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.
- <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 signature. This Agreement shall be	be in force commencing: 12/2/8/2019 and
terminating: 12/27/2020	_ 23
CITY OF KETTERING	
By:	CZKIM
Signature of Department Director	Signature of Special Employee
For_	
Mary Beth Thaman	CRAIG KOESTERS
(print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee: 11/27/2019

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called hereinafter called the SPECIAL EMPLOYEE the CITY and Craig Koesters 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 Assistant Facility Coordinator 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 Department, whether PRCA 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 . No other compensation provided, in the following manner: 15.66/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) 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.

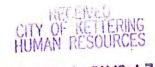
<u>Section 6 – Termination Without 14 Days' Notice</u>. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s),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

- <u>Section 7 No Subcontracting Assignment</u>. 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.
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- <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 par following his or her signature. This Agreement terminating: 12/06/20	ty has signed this Agreement on the day and year at shall be in force commencing: 12/09/19 and
CITY OF KETTERING By:	
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Craig Koesters
(print or type Director's name)	(print or type name of Employee)
Date signed: 12/6/19	Date signed by employee:

Equal Opportunity Employer

5/10/2017





the CITY and

2020 JUN - 1 PM 12: 47

CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

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

Cralg Koesters 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: Fleld Scheduler and fo
performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the service 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, whethe 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: \$13.12 hr. / Up too 20 hrs. 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.
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.
- 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.
- Section 14 Headings. 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: 06/04/2020 and terminating 12/27/2020 CITY OF KETTERING By: Signature of Department Director. Signature of Special Employee CRAIG KOESTERS Mary Beth Thaman (print or type name of Employee). (print or type Director's name) Date signed by employee: Date signed: Approved as to form: Theodore A. Hamer III Law Director Equal Opportunity Employer 5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Ruth Kohstall 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 n	nutual premises set forth below.
WITNESSETH:	
Section 1 – Purposes of Employment . The Cl	CITY hereby employs the personal services of the
SPECIAL EMPLOYEE for the purpose(s) of:	Private Instructor and for
performing other related duties as may be required, al	
Section 2 – Rules, Supervision. The SPECIAl required in a professional manner which is consistent to procedures of the CITY and itsPRCA	
existing now or subsequently adopted. The SPECIA lawful supervision and direction of those in authority o	AL EMPLOYEE further agrees to submit to the
<u>Section 3 – Compensation</u> . The CITY agrees provided, in the following manner: 12.3	s to pay the SPECIAL EMPLOYEE, for service .25/hr. No other compensatio
or benefits is either implied or due, except as expressly make deductions from the SPECIAL EMPLOYEE's per to, federal, state and local tax withholdings and any comployees Retirement system.	ly provided for in this Agreement. The CITY sha pay as required by law, including but not limite

<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.

minating: <u>12/06/20</u>	_
TY OF KETTERING	
: _ The	Zust Kolute
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Ruth Kohstall
(print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee:

Equal Opportunity Employer

5/10/2017





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SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Rory Korzan 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: Health & Safety 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: 16.50/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.
<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.
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- <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.
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- <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 sha terminating: 12/06/20	s signed this Agreement on the day and year ll be in force commencing: 06/29/20 and
CITY OF KETTERING By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Rory Korzan (print or type name of Employee)
Date signed: 6/20/20	Date signed by employee:

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Rory Korzan 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 Private Instructor 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 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 15.00/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.

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- <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.

following his or her signature. This Agreement terminating: 12/06/20	shall be in force commencing: 12/09/19 and
By: Signature of Department	Roy Your
Fax.	Signature of Special Employee
Director Mary Beth O'Dell	Rory Korzan
(print or type Director's name)	(print or type name of Employee)
Date signed:	_ Date signed by employee:

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called hereinafter called the SPECIAL EMPLOYEE the CITY and Rory Korzan 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 and for SPECIAL EMPLOYEE for the purpose(s) of: Health & Safety Instructor 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 Department, whether PRCA 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 . No other compensation provided, in the following manner: 16.50/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) 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.
- 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 ha following his or her signature. This Agreement sha terminating: 12/06/20	s signed this Agreement on the day and year II be in force commencing: 12/09/19 and
CITY OF KETTERING By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Rory Korzan (print or type name of Employee)
Date signed:	Date signed by employee:

Equal Opportunity Employer

5/10/2017





2020 JUN 24 AM 4: 17

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Onio, hereinafter called the CITY and Jennifer Kunkle 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: Exercise 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: \$24.00/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.
Section 6 – Termination Without 14 Days' Notice. The CITY may terminate this Agreement a 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 WHEREOF, each particle following his or her signature. This Agreement terminating: 12/06/20	ent shall be in force commencing: 06/29/20 and
CITY OF KETTERING By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Jennifer Kunkle (print or type name of Employee)
Date signed: 4/24/2	Date signed by employee: 6-17-

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called Jennifer Kunkle 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 Exercise Instructor SPECIAL EMPLOYEE for the purpose(s) of: 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 \$24.00/hr. provided, in the following manner: . 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.

- 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.

	ving his or her signature. This Agreement shall be nating: 12/06/20	
CITY	OF KETTERING	
By:	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell	Jennifer Kunkle
	(print or type Director's name)	(print or type name of Employee)
	Date signed: 11/13/19	Date signed by employee: 11/8/19

Equal Opportunity Employer

5/10/2017



2020 JUL 15 PM 1: 43

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Kim Lakes 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: Exercise 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: 19.75/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 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.

	IN WITNESS WHEREOF, each party has wing his or her signature. This Agreement shart in a signature of the signature. 12/06/20	as signed this Agreement on the day and year all be in force commencing: 07/27/20 and
CITY By:	Y OF KETTERING Signature of Department	Kinney S. Lukes Signature of Special Employee
	Director Mary Beth O'Dell (print or type Director's name) Date signed:	Kim Lakes (print or type name of Employee) Date signed by employee: 7.14.20

Equal Opportunity Employer

5/10/2017



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

the CITY and Kim Lakes	hereinafter called the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration of the	ne mutual premises set forth below.
	e CITY hereby employs the personal services of the
SPECIAL EMPLOYEE for the purpose(s) of:	
required in a professional manner which is consisted procedures of the CITY and its PR	CIAL EMPLOYEE further agrees to submit to the
provided, in the following manner: 19. or benefits is either implied or due, except as expre make deductions from the SPECIAL EMPLOYEE	ees to pay the SPECIAL EMPLOYEE, for services 75/hr. No other compensation essly provided for in this Agreement. The CITY shall be pay as required by law, including but not limited by contributions to FICA/Medicare or the Ohio Public
CITY have an employee-employer relationship was basis. Specifically, the SPECIAL EMPLOYEE has subject to fourteen (14) days' written notice, and the days' written notice, unless specified otherwise has	Termination. The SPECIAL EMPLOYEE and the which is conditioned upon an "employment-at-will" at the right to terminate this Agreement at any time, the CITY has the same right, subject to fourteen (14) berein. The SPECIAL EMPLOYEE's status shall be and is in the unclassified Civil Service pursuant to
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

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

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

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

by the CITY.

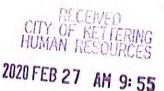
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <u>any way</u> subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL 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.
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- <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.
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- <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 profollowing his or her signature. This Agreem terminating: 12/06/20	party has signed this Agreement on the day and year nent shall be in force commencing: 12/09/19 and
CITY OF KETTERING By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	Kim Lakes (print or type name of Employee)

Equal Opportunity Employer

5/10/2017





This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and LASSON, AMANDA 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: 2020 FRAZE CON GROUP LEADER and for

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.

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: \$23.00/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 <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.
- 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.
- 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 Agreeme terminating: 9/30/2020	rty has signed this Agreement on the day and year and shall be in force commencing: 3/30/2020 and
CITY OF KETTERING	
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Amanda Losson
(print or type Director's name) Date signed:	(print or type name of Employee)
Date signed.	Date signed by employee: 2/18/20

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and DEBRA LAUGHLIN 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: 2020 FRAZE GROUP LEADER 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: \$20.00/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.
- <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.

- <u>Section 7 No Subcontracting Assignment</u>. 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 sign ving his or her signature. This Agreement shall be nating: 12/06/2020	
CITY By:	OF KETTERING	Debra Raughlin
	Signature of Department	Signature of Special Employee
	Fall	
	Director Mary Beth O'Dell	Depla Landing
	(print or type Director's name)	(print or type name of Employee)
	Date signed: 11/15/19	Date signed by employee: 117

Equal Opportunity Employer

5/10/2017



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

or simply the EMT LOTEE, 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: Water Workout Instruction and for
performing other related duties as may be required, all subject to this Agreement.
8.00
<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 of 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: 20.00/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.

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.

- <u>Section 7 No Subcontracting Assignment</u>. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <u>any way subcontracting</u> 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.

following his or her signature. This Agreement sterminating: 12/06/20	has signed this Agreement on the day and year shall be in force commencing: 12/09/19 and
CITY OF KETTERING By:	so Robecculphort
Signature of Department	Signature of Special Employee
fer	Pohoosa Lanhart
Director Mary Beth O'Dell	Rebecca Lephart
(print or type Director's name)	(print or type name of Employee)
Date signed: 11/13/14	Date signed by employee: 11/11/2019

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and MELISSA LEWIS 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: 2020 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: \$15.00/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.
- <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.

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: 12/09/2019 and terminating: 12/06/2020

CITY OF KETTERING

By:

Signature of Department

FOR Director Mary Beth O'Dell

(print or type Director's name)

Date signed: 11/15/19

(print or type name of Employee)

Date signed by employee: _//

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

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called hereinafter called the SPECIAL EMPLOYEE the CITY and JENNIFER LOUDENSLAGER 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: 2020 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 Department, whether procedures of the CITY and its PRCA 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: \$11.50/HOUR 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 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.

be in force commencing: 12/9/2018 and
Signature of Special Employee Jennifor Lauderslager (print or type name of Employee) Date signed by employee:

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Michelle Madsen 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	ne mutuar premises set form below.	
WITNESSETH:		
	e CITY hereby employs the personal services	
SPECIAL EMPLOYEE for the purpose(s) of:	Private Instructor ar	id for
performing other related duties as may be required		
Section 2 – Rules, Supervision. The SPE	ECIAL EMPLOYEE agrees to perform the ser	rvices
required in a professional manner which is consiste procedures of the CITY and its PRO	ent with all applicable rules, regulations, policie	s and
existing now or subsequently adopted. The SPEC	CIAL EMPLOYEE further agrees to submit t	o the
lawful supervision and direction of those in authorit	ty on the CITY's staff.	
	rees to pay the SPECIAL EMPLOYEE, for se	
provided, in the following manner: \$1	. No other compens	sation
or benefits is either implied or due, except as expre	essly provided for in this Agreement. The CITY	shall
make deductions from the SPECIAL EMPLOYEE	E's pay as required by law, including but not li	mited
to, federal, state and local tax withholdings and any	y contributions to FICA/Medicare or the Ohio I	ublic
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.

following	his or her signature. This Agreement shall g: 12/06/20	s signed this Agreement on the day and year ll be in force commencing: 12/09/19 and
CITY OF By:	KETTERING PAVS	Mishelle Madson
	gnature of Department	Signature of Special Employee
Di	rector Mary Beth O'Dell	Michelle Madsen
(pi	rint or type Director's name)	(print or type name of Employee)
Da	nte signed: _ 11/3/19	Date signed by employee: 11/11/19

Equal Opportunity Employer

5/10/2017



the CITY and	Michelle Madsen	nd between the City of Kettering, Ohio hereinafter called the SPECI	AL EMPLOTEE
or simply the EM	IPLOYEE, in consideration	n of the mutual premises set forth below	w.
WITNE	SSETH:	t. The CITY hereby employs the person	onal services of the
Section Section	OVEE for the purpose(s)	of: Water Workout Instruction	and for
performing other	related duties as may be re	equired, all subject to this Agreement.	
required in a pro	fessional manner which is co	e SPECIAL EMPLOYEE agrees to poonsistent with all applicable rules, regules PRCA Dep	partment, whether
existing now or	subsequently adopted. The	e SPECIAL EMPLOYEE further agree nuthority on the CITY's staff.	es to submit to the
provided, in the or benefits is eit	following manner: ner implied or due, except a s from the SPECIAL EMPL and local tax withholdings a	TY agrees to pay the SPECIAL EMPL \$20.00/hr . No as expressly provided for in this Agreem OYEE's pay as required by law, include and any contributions to FICA/Medicar	ent. The CITY shall
CITY have an basis. Specifical subject to fourte days' written no temporary, subj the City Charter	employee-employer relation ly, the SPECIAL EMPLOY een (14) days' written notice stice, unless specified other ect to the terms of this Agu	tice of Termination. The SPECIAL Enship which is conditioned upon an "except has the right to terminate this Agre, and the CITY has the same right, subswise herein. The SPECIAL EMPLOY reement and is in the unclassified Civil	eement at any time, eement at any time, ject to fourteen (14) EE's status shall be Service pursuant to
Section contingent upo	5 - Need for Personnel A	Action. The obligations of the parties sonnel Action form being signed by	are subject to and or through the City

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

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

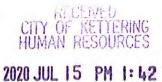
by the CITY.

- 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.
- 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.
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- <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 pa following his or her signature. This Agreeme terminating: 12/06/20	rty has signed this Agreement on the day and year and shall be in force commencing: 12/02/19 and
CITY OF KETTERING	\sim M_{\odot} M_{\odot}
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Michelle Madsen
(print or type Director's name)	(print or type name of Employee)
Date signed: 12/6/19	Date signed by employee: 12/2/19

Equal Opportunity Employer

5/10/2017



CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and bety	ween the City of Kettering, Ohio, hereinafter called
the CTTY and Stephanie Walesko	hereinafter called the SPECIAL EMPLOYEE
or simply the $\overline{EMPLOYEE}$, in consideration of th	e mutual premises set forth below.
WITNESSETH:	
Section 1 – Purposes of Employment. The	e CITY hereby employs the personal services of the
SPECIAL EMPLOYEE for the purpose(s) of:	Exercise Instructor and for
performing other related duties as may be required	
required in a professional manner which is consiste procedures of the CITY and its	CIAL EMPLOYEE agrees to perform the services and with all applicable rules, regulations, policies and CA Department , whether
existing pow or subsequently adopted. The SPEC	CIAL EMPLOYEE further agrees to submit to the
lawful supervision and direction of those in authorit	y on the CITY's staff.
Section 3 – Compensation. The CITY agree provided, in the following manner: 23.	ees to pay the SPECIAL EMPLOYEE, for services 75/hr. No other compensation
or benefits is either implied or due, except as expre make deductions from the SPECIAL EMPLOYEE	essly provided for in this Agreement. The CITY shales pay as required by law, including but not limited
to, federal, state and local tax withholdings and any	y 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 <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 shall terminating: 12/06/20	
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Stephanie Malesko
(print or type Director's name)	(print or type name of Employee),
Date signed: 7/4/20	Date signed by employee: 1/4/2020

Equal Opportunity Employer

5/10/2017



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

the CITT and stophanic Malcoke nerematter called the SPECIAL EMPLOYET
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
CDECIAL FAIRLOVER C. d. () C. F. d. ()
performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the service 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 SDECIAL EMPLOYEEL assessment of the trib the state of the small
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 <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.
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- <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.
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- <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.

follow	IN WITNESS WHEREOF, each party has signed in his or her signature. This Agreement shall be in hating: 12/06/20	ed this Agreement on the day and year n force commencing: 12/09/19 and
CITY	OF KETTERING	1,01,000
By:	PAVOS	Stoph Malso
	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell	Stephanie Malesko
	(print or type Director's name)	(print or type name of Employee)
	Date signed:	Date signed by employee:// \\ \\ \\ \/ \/ \/ \/ \/ \/ \/ \/ \/ \

Equal Opportunity Employer

5/10/2017



This Agr	eement is entered into by and betw	een the City of Kettering,	Ohio, hereinafter called
the CITY and	Brittany Mason	hereinafter called the S	PECIAL EMPLOYEE
	IPLOYEE, in consideration of the		
WITNES			
Section 1	- Purposes of Employment . The	CITY hereby employs the	personal services of the
SPECIAL EMPI	OYEE for the purpose(s) of:	Fitness Equipment Main	tenance and for
performing other	related duties as may be required,	all subject to this Agreem	ent.
•		ı	
Section 2	2 - Rules, Supervision. The SPEC	CIAL EMPLOYEE agrees	to perform the services
	essional manner which is consisten		
	ne CITY and its P		
existing now or	subsequently adopted. The SPECI	IAL EMPLOYEE further	agrees to submit to the
	n and direction of those in authority		
•	·	1	
Section 3	- Compensation. The CITY agree	es to pay the SPECIAL E	MPLOYEE, for services
provided, in the f	following manner: 12.2	25/hr. ,	No other compensation
or henefits is eith	er implied or due, except as expres	ssly provided for in this Ag	reement. The CITY shall
	from the SPECIAL EMPLOYEE's		
	and local tax withholdings and any		
Employees Retire			
Employees Retire	mone system.		
Section 4	4 - Employee-at-Will, Notice of	Termination. The SPECIA	L EMPLOYEE and the
	mployee-employer relationship wh		
CITI HAVE AN C	inployee-entployer relationship m	non is continuoued upon i	in completions at 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.

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- <u>Section 7 No Subcontracting Assignment</u>. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <u>any way subcontracting</u> 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.
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- <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.
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- <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: 12/06/20	
CITY OF KETTERING	Button May
By: Signature of Department	Signature of Special Employee
For	
Director Mary Beth O'Dell	Brittany Mason
(print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee:

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called hereinafter called the SPECIAL EMPLOYEE **Brittany Mason** the CITY and 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 and for Fitness Equipment Maintenance 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 Department, whether PRCA 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 . No other compensation 12.25/hr. 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.
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- <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.
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- 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.
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- <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 streminating: 12/06/20	has signed this Agreement on the day and year hall be in force commencing: 12/09/19 and
CITY OF KETTERING	
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Brittany Mason
(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 2020 JUL 23 PM 4: 22 SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by the CITY and Meryl Matthews	here	einafter called the	CDECTAL EMBLOYED
or simply the EMPLOYEE, in considerat	tion of the mutu	al premises set for	rth below.
WITNESSETH:			
Section 1 – Purposes of Employme	ent . The CITY	hereby employs t	he personal services of the
SPECIAL EMPLOYEE for the purpose(s	s) of:	Instructor	and for
performing other related duties as may be	required, all su	bject to this Agree	ment.
Section 2 - Rules, Supervision, T	he SPECIAL I	EMDI OVEE ACHE	on to monform the
required in a professional manner which is procedures of the CITY and its existing now or subsequently adopted. The lawful supervision and direction of those in	consistent with PRCA	all applicable rule MPLOYEE furthe	s, regulations, policies and
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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.
- <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.

follov termi	IN WITNESS WHEREOF, each party has sigwing his or her signature. This Agreement shall be nating: 08/01/21	and this Agreement on the day and year in force commencing: 08/03/20 and
CITY By:	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell (print or type Director's name)	Meryl Matthews (print or type name of Employee)
	Date signed:	Date signed by employee:

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Angela Maurice 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: Naturalist - Programs and Birthday/rentals 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>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: \$15.00 per 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.
- <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.

- <u>Section 7 No Subcontracting Assignment</u>. 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 Agreemer terminating:12/6/2020	ty has signed this Agreement on the day and year nt shall be in force commencing: 12/9/2019 and
CITY OF KETTERING	
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Angela Maurice
(print or type Director's name)	(print or type name of Employee)
Date signed: 12/2/19	Date signed by employee: ///11/2019

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES

2020 JUN 24 AM 4: 15

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Barry McCune 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: Personal Trainer 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
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: 21.25/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

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.

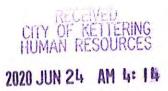
Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

- 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 shal terminating: 12/06/20	signed this Agreement on the day and year I be in force commencing: 06/29/20 and 1/6/2020
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	Barry McCune (print or type name of Employee) Date signed by employee:

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 Barry McCune hereinafter called the SPECIAL EMPLOYET
or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
or simply the 2012 20122, in consideration of the mattan premises set form below.
WITNESSETH:
Section 1 - Purposes of Employment. The CITY hereby employs the personal services of the
SPECIAL EMPLOYEE for the purpose(s) of: Group Personal Trainer 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, whethe 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: 26.00/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 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 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.
 - <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 WHERE following his or her signature. terminating: 12/06/20	EOF, each party hat This Agreement sh	as signed this Agreement on the day and year all be in force commencing: $\frac{06/29/20}{7/6/70}$ and $\frac{7/6/70}{70}$
CITY OF KETTERING By:	nell	Barry mcCom
Signature of Departmen	nt	Signature of Special Employee
Director Mary Beth C	D'Dell	Barry McCune
(print or type Director's	name)	(print or type name of Employee)
Date signed: 6/23	2/20	Date signed by employee: 6 22 20

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Barry McCune 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 mu	utual premises set forth below.
WITNESSETH:	
	TY hereby employs the personal services of the
SPECIAL EMPLOYEE for the purpose(s) of:	Personal Trainer and for
performing other related duties as may be required, all	
Section 2 – Rules, Supervision. The SPECIAl required in a professional manner which is consistent w procedures of the CITY and itsPRC.	
existing now or subsequently adopted. The SPECIAL lawful supervision and direction of those in authority on	L EMPLOYEE further agrees to submit to the
provided, in the following manner: 21.25/h	
or benefits is either implied or due, except as expressly make deductions from the SPECIAL EMPLOYEE's pay to, federal, state and local tax withholdings and any cor Employees Retirement system.	ny as required 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.

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- <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.

followin	IN WITNESS WHEREOF, each party has signed by the signature. This Agreement shall be in ting: 12/06/20	
	OF KETTERING DAVIS	(D) ' And C
By:	- 10	Bam Milm
	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell	Barry McCune
- 1	(print or type Director's name)	(print or type name of Employee)
	Date signed:	Date signed by employee: 11/11/19

Equal Opportunity Employer

5/10/2017



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

hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below. WITNESSETH: $\underline{Section~1-Purposes~of~Employment}~.~The~CITY~hereby~employs~the~personal~services~of~the$ and for Group Personal Trainer 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 Department, whether PRCA 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 . No other compensation 26.00/hr. 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 <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.
- Section 14 Headings. 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 following his or her signature. This Agreement shall terminating: 12/06/20	signed this Agreement on the day and year be in force commencing: 12/09/19 and
CITY OF KETTERING By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Barry McCune (print or type name of Employee)
Date signed:	Date signed by employee:

Equal Opportunity Employer

5/10/2017





2020 JUN 23 PM 4: 42

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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

W	IT	N	ESS	ETI	r.

Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Naturalist 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: \$14.60 per 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.

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.

following his or her signature. This Agreement terminating: Dec 6, 2020	has signed this Agreement on the day and year shall be in force commencing:June 29, 2020 _ and
By: Signature of Department	Shemuch Mushing Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Shenandoah McGlone (print or type name of Employee)
Date signed: 4/23/30	Date signed by employee: 6/23/2020

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Shenandoah McGlone 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 s	services of the
SPECIAL EMPLOYEE for the purpose(s) of: Naturalist	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:

 \$14.60 per 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.
- <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.
- $\underline{\text{Section 5}-\text{Need for Personnel Action}}. \label{eq:section} The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.$
- <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 a following his or her signature. This Agreement shall terminating:Dec 6, 2020	[18] - [18] - [18] - [18] - [18] - [18] - [18] - [18] - [18] - [18] - [18] - [18] - [18] - [18] - [18] - [18]
CITY OF KETTERING By:	Shumanhh Mah
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Shenandoah McGlone
(print or type Director's name)	(print or type name of Employee)

Date signed by employee: 11/13/19

Approved as to form: Theodore A. Hamer III

Law Director

Date signed: 12/2/19

Equal Opportunity Employer

5/10/2017



d

This Agreement is entered into by and betw the CITY and Alexis McLaughlin	veen the City of Kettering, Ohio, hereinafter called hereinafter called the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration of the	e mutual premises set forth below.
WITNESSETH:	
<u>Section 1 – Purposes of Employment</u> . The SPECIAL EMPLOYEE for the purpose(s) of:	CITY hereby employs the personal services of the Exercise Instructor and for
performing other related duties as may be required,	
required in a professional manner which is consister procedures of the CITY and itsPRO	Department, whether
existing now or subsequently adopted. The SPEC lawful supervision and direction of those in authority	AL EMPLOYEE further agrees to submit to the on the CITY's staff.
Section 3 — Compensation. The CITY agree provided, in the following manner: 22.7 for benefits is either implied or due, except as express make deductions from the SPECIAL EMPLOYEE's to, federal, state and local tax withholdings and any Employees Retirement system.	sly provided for in this Agreement. The CITY shall pay as required by law, including but not limited
Section 4 – Employee-at-Will, Notice of CITY have an employee-employer relationship who pasis. Specifically, the SPECIAL EMPLOYEE has subject to fourteen (14) days' written notice, and the days' written notice, unless specified otherwise her emporary, subject to the terms of this Agreement as the City Charter.	the right to terminate this Agreement at any time, e CITY has the same right, subject to fourteen (14) ein. The SPECIAL EMPLOYEE's status shall be
77 79 8 7 13 13 1	

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.
 - 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.

following his or her signature. This Agreement shall be terminating: 12/06/20	pe in force commencing: <u>06/29/20</u> and
CITY OF KETTERING	
By: Signature of Department	Cleur K. Mc Loughlin Signature of Special Employee
Director Mary Beth O'Dell	Alexis McLaughlin
(print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee: 4/17/202 C

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Alexis McLaughlin 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: Exercise 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:

22.75/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.

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- <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.
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- <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: 12/06/20	nas signed this Agreement on the day and year nall be in force commencing: 12/09/19 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Alexis McLaughlin (print or type name of Employee) Date signed by employee:

Equal Opportunity Employer

5/10/2017



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

or simply the EMI DOTEE, in consideration of the mutt	ai premises set forth below.
WITNESSETH:	
Section 1 – Purposes of Employment . The CITY	hereby employs the personal samples of the
SPECIAL EMPLOYEE for the purpose(s) of:	Private Instructor and for
performing other related duties as may be required, all sul	bject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL E required in a professional manner which is consistent with procedures of the CITY and itsPRCA	all applicable rules, regulations, policies and
existing now or subsequently adopted. The SPECIAL Elawful supervision and direction of those in authority on the	MPLOYEE further agrees to submit to the
Section 3 – Compensation. The CITY agrees to p provided, in the following manner: \$49.53/hi	r. No other compensation
of beliefits is either implied or due, except as expressly pro	ovided for in this Agreement. The CITY shall
make deductions from the SPECIAL EMPLOYEE's pay as	s required by law, including but not limited
to, federal, state and local tax withholdings and any contrib	outions 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.

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- <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.
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- <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 terminating: 08/01/21	be in force commencing: 08/03/20 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Deborah Miller
(print or type Director's name) Date signed:	(print or type name of Employee) Date signed by employee:

Equal Opportunity Employer

5/10/2017