

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

WITNESSETH:

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

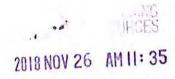
- Section 2 Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE 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: \$8.55/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.

IN WITNESS WHEREOF, each party has a following his or her signature. This Agreement shall terminating: $\frac{12/09/19}{\sqrt{4}}$	
CITY OF KETTERING	
By: Pyar Dans	300 E. adams
Signature of Department	Signature of Special Employee
Feel	Tap Adams
Director Mary Beth O'Dell	LOE HOUMS
(print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee: 8/12/19

Equal Opportunity Employer

5/10/2017





This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Kristen Ake 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 **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 19.50/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.
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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 I1 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- Section 12 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

IN WITNESS WHEREOF, each party has a following his or her signature. This Agreement shall terminating: 12/08/19	signed this Agreement on the day and year be in force commencing: 12/10/18 and
CITY OF KETTERING	
Signature of Department	Kristl C. 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:	Date signed by employee: 11/19/18

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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- <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.
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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 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



2018 NOV 26 AM 11: 33

and for

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: Private Instruction 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 47.88/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,

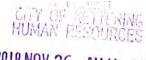
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- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <u>any way</u> subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, 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 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 following his or her signature. This Agreement shall terminating: 12/08/19	
CITY OF KETTERING	
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:	Date signed by employee: 11/18/18

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 Sara Andrews

hereinafter called the Sara City of Kettering, Ohio, hereinafter called the Sara City of Kettering of City of Ci

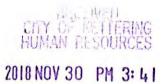
	the CITY and Sara Andrews hereinafter called the SPECIAL EMPLOYER
	or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
	WITNESSETH:
	Section 1 – Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Instructor 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 adapted. The SPECIAL ENTRY OF THE COURT A supervision 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.
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IN WITNESS WHEREOF, each par following his or her signature. This Agreement terminating: 12/08/19	rty has signed this Agreement on the day and year nt shall be in force commencing: 12/10/18 and
CITY OF KETTERING	Almo All
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: 11/26/11	Date signed by employees 11/18/10/

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 JENNI BAKER 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 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.

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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 eondition 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 si following his or her signature. This Agreement shall b terminating: 12/08/2019	gned this Agreement on the day and year e in force commencing: 12/10/2018 and
CITY OF KETTERING By: Property	Demilar Bally
Signature of Department	Signature of Special Employee
<u>Director Mary Beth O'Dell</u> (print or type Director's name)	(print or type name of Employee)
Date signed:w\80/e8	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 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.

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 sh terminating: 12/06/2020	all be in force commencing: 12/09/2019 and
CITY OF KETTERING By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	(print or type name of Employee)
Date signed: 11/15/15	Date signed by employee:

Equal Opportunity Employer

5/10/2017



CTY OF KETTERING HUMAN RESOURCES 2018 NOV 30 PM 3: 41

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: 2019 FRAZE CROWD MANAGEMENT and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$14.50/HOUR

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

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

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

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

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff 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 signed following his or her signature. This Agreement shall be in terminating: 12/08/2019	this Agreement on the day and year force commencing: 12/10/2018 and
CITY OF KETTERING By: DAIS	
Signature of Department	Signature of Special Employee
Piroctor Mayy Path OlDall	Mana de Rosa Acteur
<u>Director Mary Beth O'Dell</u> (print or type Director's name)	(print or type name of Employee)
Date signed: w/zo/18	Date signed by employee: \(\mu \rac{1}{18} \)

Equal Opportunity Employer

5/10/2017



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

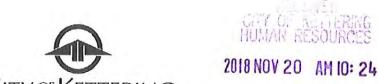
Section 6 – Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s)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

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

or simply the EMI LOTEE, in consideration	of the mutual premise	25 Set forth below.	
WITNESSETH:			
Section 1 – Purposes of Employment SPECIAL EMPLOYEE for the purpose(s) o			
performing other related duties as may be req			and for
Section 2 - Rules, Supervision. The			
required in a professional manner which is cor procedures of the CITY and its	PRCA	Departmen	nt, whether
existing now or subsequently adopted. The S lawful supervision and direction of those in aut	SPECIAL EMPLOYE	EE further agrees to su	bmit to the
<u>Section 3 – Compensation</u> . The CITY provided, in the following manner:			
or benefits is either implied or due, except as e	expressly provided for	in this Agreement. The	CITY shall
make deductions from the SPECIAL EMPLO' to, federal, state and local tax withholdings an			
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.

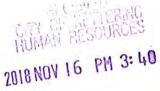
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <u>any way</u> subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL 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.
- <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 sterminating: 12/08/19	has signed this Agreement on the day and year shall be in force commencing: 12/10/18 and
CITY OF KETTERING	
By: Signature of Department	Signature of Special Employee
FINL	
Director Mary Beth O'Dell	Alexander Blankenship
(print or type Director's name)	(print or type name of Employee)
Date signed: 11/20/18	Date signed by employee: 1/ //4 // 8

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 Clarissa Blevins 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 provided, in the following manner: 25.75/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.

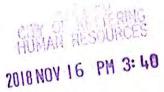
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE 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.
- <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.

	party has signed this Agreement on the day and year nent shall be in force commencing: 12/10/18 and
CITY OF KETTERING By:	5 Chairs Plin
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Clarissa Blevins
(print or type Director's name)	(print or type name of Employee)
Date signed: 11/3/W	Date signed by employee: 11-8-18

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 Clarissa Blevins hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: 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: 20.75/hr
<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.
$\frac{\text{Section 5} - \text{Need for Personnel Action}}{\text{Contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.}$
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 I of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- Section 12 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

IN WITNESS WHEREOF, each particle following his or her signature. This Agreement terminating: 12/08/19	arty has signed this Agreement on the day and year ent shall be in force commencing: 12/10/18 and
CITY OF KETTERING	as Clarissa Blein
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Clarissa Blevins
(print or type Director's name)	(print or type name of Employee)
Date signed: 11/13/48	Date signed by employee: 11-8-18

Equal Opportunity Employer

5/10/2017



2019 MAY -7 AM 11: 39

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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.
<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.

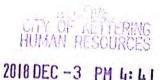
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- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, 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.
- <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 s following his or her signature. This Agreement shall be terminating: 12/08/19	
CITY OF KETTERING RIMAN	Ovaimo el XR/W II
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:	Date signed by employee: $\frac{5/3/19}{}$

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 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: Art 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: \$20.00 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.
- 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.

IN WITNESS WHEREOF, each party has signolowing his or her signature. This Agreement shall be terminating: 12/08/2019	gned this Agreement on the day and year e in force commencing: 12/10/2018 and
By: Signature of Department Director Mary Beth O'Dell (print or type Director's name)	Signature of Special Employee Kelley Booze (print or type name of Employee)
Date signed: 12/3/18	Date signed by employee: $\frac{12-1-18}{}$

Equal Opportunity Employer

5/10/2017



CITY OF KETTE HUMAN RESOUF 2018 DEC - 3 PM 4: 41

CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the CITY and Kelley Booze he	n the City of Kettering, Ohio, hereinafter called ereinafter called the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration of the ma	utual premises set forth below.
WITNESSETH:	
Section 1 – Purposes of Employment. The CIT SPECIAL EMPLOYEE for the purpose(s) of: Oil Pair	ΓY hereby employs the personal services of the nting Class Instruction and for
performing other related duties as may be required, all	subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL required in a professional manner which is consistent we procedures of the CITY and its Parks, Recreation existing now or subsequently adopted. The SPECIAL lawful supervision and direction of those in authority on	rith all applicable rules, regulations, policies and and Cultural Arts Department, whethe EMPLOYEE further agrees to submit to the
Section 3 – Compensation. The CITY agrees to provided, in the following manner: \$35.00 per contact he or benefits is either implied or due, except as expressly make deductions from the SPECIAL EMPLOYEE's patto, federal, state and local tax withholdings and any contemployees Retirement system.	provided for in this Agreement. The CITY shales as required by law, including but not limited
Section 4 – Employee-at-Will, Notice of Terr CITY have an employee-employer relationship which	mination. 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.

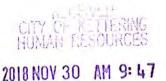
Section 6 – Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) 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 signe following his or her signature. This Agreement shall be interminating: 12/08/2019	nd this Agreement on the day and year n force commencing: 12/10/2018 and
By: Signature of Department Director Mary Beth O'Dell (print or type Director's name) Date signed: 12/3/15	Signature of Special Employee Kelley Boz- (print or type name of Employee) Date signed by employee: 12-1-18

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 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.

- <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: \$25/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.
- <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 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 shalterminating: Dec. 8, 2019	signed this Agreement on the day and year I be in force commencing: Dec.10, 2018 and
By: Signature of Department Director Mary Beth O'Dell (print or type Director's name) Date signed:	Signature of Special Employee NANCH BOSS (print or type name of Employee) Date signed by employee: 1/20/2018

Equal Opportunity Employer

5/10/2017

2018 NOV 26 AM 11: 35

the CITY and Nancy Boss



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

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: \$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.
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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.
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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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IN WITNESS WHEREOF, each party has sig following his or her signature. This Agreement shall be terminating: 12/08/19	in force commencing: 12/10/18 and
CITY OF KETTERING By: Signature of Department	Many Bass Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed: ///26///	Nancy Boss (print or type name of Employee) Date signed by employee:

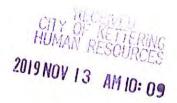
Equal Opportunity Employer

5/10/2017



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

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.

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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.
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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.

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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 Heather Boyer hereinafter called the SPECIAL EMPLOYEE			
the CITY and Heather Boyer hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.			
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By: Signature of Department	Hesthy Boys Signature of Special Employee
Director Mary Beth O'Dell	Heather Boyer
(print or type Director's name)	(print or type name of Employee)
Date signed: 9/16/19	Date signed by employee: $\frac{9/12/19}{}$

Equal Opportunity Employer

5/10/2017



CITY OF KENTERING HUMAN RESOURCES

2018 NOV 27 AM 8: 05

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Angel Brassfield hereinafter called the SPECIAL EMPLOYEE hereinafter called the special premises set forth below.
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: Instructor's Aide 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: 8.55/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
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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 signed following his or her signature. This Agreement shall be interminating: 12/08/19	ed this Agreement on the day and year n force commencing: 12/10/18 and
By: Signature of Department	Grand Brass f. /d Signature of Special Employee
<u>Director Mary Beth O'Dell</u> (print or type Director's name)	Angel Brassfield (print or type name of Employee)
Date signed: <u> </u>	Date signed by employee: 11/21/19

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Janice Bratton 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 performing other related duties as may be required, all subject to this Agreement. 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. 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. 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

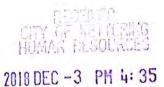
by the CITY.

- <u>Section 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 signed ring his or her signature. This Agreement shall be in lating: 12/08/19	d this Agreement on the day and year a force commencing: 12/10/18 and
CITY By:	OF KETTERING PAVIS	Signature of Special Employee
	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell	Janice Bratton
	(print or type Director's name)	(print or type name of Employee)
	Date signed: 11/7/18	Date signed by employee: 5 NOV 2018

Equal Opportunity Employer

5/10/2017



SPECIAL EMPLOYEE AGREEMENT

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
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.
C
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
Section 3 – Compensation. The CITT agrees to pay the SPECIAL BIVILLOTES, for services
provided, in the following manner: 18.00/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
make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not infinitely
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 b
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.

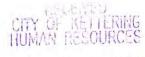
Section 6 - Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) 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.
- 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 sign following his or her signature. This Agreement shall be terminating: 12/08/19	ed this Agreement on the day and year in force commencing: 12/10/18 and
By: Signature of Department Director Mary Beth O'Dell (print or type Director's name) Date signed:	Signature/of Special Employee Nahseam Brown (print or type name of Employee) Date signed by employee:// 26//8

Equal Opportunity Employer

5/10/2017



2018 NOV 30 PM 3: 46

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

SPECIAL EMILECTED TOTAL
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 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: 20.50/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 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 following his or her signature. This Agreement shatterminating: 12/08/19	s signed this Agreement on the day and year all be in force commencing: 12/10/18 and
By: 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: 1132/18	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.
- <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.
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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.

	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



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.

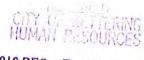
Section 6 - Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s)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



2018 DEC -5 AM 8: 15

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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 than 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 SPECIAL EMPLOYEE for the purpose(s) of: Exercise Instructor and for performing other related duties as may be required, all subject to this Agreement.
performing other related duties as may be required, and as
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: 21.00/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.
- 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 sig following his or her signature. This Agreement shall be terminating: 12/08/19	ned this Agreement on the day and year in force commencing: 12/10/18 and
By: Signature of Department Director Mary Beth O'Dell (print or type Director's name) Date signed:	Signature of Special Employee Karen Brumit (print or type name of Employee) Date signed by employee:

Equal Opportunity Employer

5/10/2017

RESET/FORM



CHY OF KETTERING HUMAN RESOURCES

2018 NOV 26 AM 11: 38

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

SPECIAL ENTILOTED TO
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 Instructor and for 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 procedures of the CITY and its PRCA Department, whether
existing now or subsequently adopted. The of Bornal 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
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subject to fourteen (14) days' written notice, and the Grant EMPLOYEE's status shall be 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.
- 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 signature. This Agreement shall be terminating: 12/08/19	gned this Agreement on the day and year e in force commencing: 12/10/18 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	Penny Carpenter (print or type name of Employee) Date signed by employee:

Equal Opportunity Employer

5/10/2017



2018 NOV 26 AM 11: 38

This Agreement is entered into by and bet	ween the City of Kettering, Ohio, hereinafter called hereinafter called the SPECIAL EMPLOYEE he mutual premises set forth below.
or simply the EMPLOYEE, in consideration of the	he mutual premises set forth below.
SPECIAL EMPLOYEE for the purpose(s) or performing other related duties as may be require	
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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.

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IN WITNESS WHEREOF, each party has signal following his or her signature. This Agreement shall be terminating: 12/08/19	gned this Agreement on the day and year e in force commencing: 12/10/18 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	Penny Carpenter (print or type name of Employee) Date signed by employee:

Equal Opportunity Employer

5/10/2017



CHY OF METTERING HUMAN RESOURCES

2018 NOV 30 PM 3: 45

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called hereinafter called the SPECIAL EMPLOYEE the CITY and Jenah Cho Bartek or simply the EMPLOYEE, in consideration of the mutual premises set forth below. Section 1 - Purposes of Employment . The CITY hereby employs the personal services of the WITNESSETH: 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 20.50/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 <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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IN WITNESS WHEREOF, each party has sig following his or her signature. This Agreement shall be terminating: 12/08/19	med this Agreement on the day and year in force commencing: 12/10/18 and
By: Signature of Department Director Mary Beth O'Dell (print or type Director's name) Date signed:	Signature of Special Employee Jenah Cho Bartek (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 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

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	or her signature. This Agreement shal	s signed this Agreement on the day and year lbe in force commencing: 12/09/19 and
CITY OF KI	ETTERING PAVS	Almah Bar fell
	ture of Department	Signature of Special Employee
Direct	tor Mary Beth O'Dell	Jenah Cho Bartek
(print	or type Director's name)	(print or type name of Employee)
Datas	ioned: 1/1/3/19	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 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.
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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	Pran DAVS
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.
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.

IN WITNESS WHEREOF, each profollowing his or her signature. This Agreem terminating: 12/06/20	nent shall be in force commencing: 12/09/19 and and and and sear and search and sear and search and sear and search and sear and search and sear and search and sear and search and sear and search and sear and sear and sear and sear and search and sear and search and sear and search and sear and search and search and sear and search and sear and sear and search and sear and search and sear and search and search and search a
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

2018 DEC -3 PM 4: 35



SPECIAL	EMPLOYEE AGREEMENT
This Agreement is entered into	by and between the City of Kettering, Ohio, hereinafter called hereinafter called the SPECIAL EMPLOYEE eration of the mutual premises set forth below.
SPECIAL EMPLOYEE for the purpo performing other related duties as may	yment. The CITY hereby employs the personal services of the se(s) of: Fitness Equipment Maintenance and for be required, all subject to this Agreement.
required in a professional manner which	The Special Divided Inc.
Section 3 – Compensation. The provided, in the following manner: or benefits is either implied or due, ex	ne CITY agrees to pay the SPECIAL EMPLOYEE, for services 12.25/hr. . No other compensation cept as expressly provided for in this Agreement. The CITY shall EMPLOYEE's pay as required by law, including but not limited dings and any contributions to FICA/Medicare or the Ohio Public
Section 4 – Employee-at-Will CITY have an employee-employer re- basis. Specifically, the SPECIAL EM subject to fourteen (14) days' written days' written notice, unless specified temporary, subject to the terms of the the City Charter.	II, Notice of Termination. The SPECIAL EMPLOYEE and the elationship which is conditioned upon an "employment-at-will" PLOYEE has the right to terminate this Agreement at any time, notice, and the CITY has the same right, subject to fourteen (14) otherwise herein. The SPECIAL EMPLOYEE's status shall be is Agreement and is in the unclassified Civil Service pursuant to
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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.

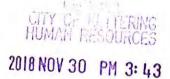
R. P.

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

follow termin	IN WITNESS WHEREOF, each party has si ving his or her signature. This Agreement shall be nating: 12/08/19	gned this Agreement on the day and year e in force commencing: 12/10/18 and
CITY By:	OF KETTERING Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell (print or type Director's name)	Mary Beth Cloyd (print or type name of Employee)
	Date signed: 12/3/1	Date signed by employee: 11-30-18

Equal Opportunity Employer

5/10/2017



SPECIAL EMPLOYEE AGREEMENT

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

This Agreement is entered into by and between the City of Retering, Onto, neromater than 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: 20.00/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 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.
- 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 shall terminating: 12/08/19	signed this Agreement on the day and year be in force commencing: 12/10/18 and
By: Signature of Department Director Mary Beth O'Dell (print or type Director's name) Date signed: 18	Signature of Special Employee Mary Beth Cloyd (print or type name of Employee) Date signed by employee: 11-29-18

Equal Opportunity Employer

5/10/2017



2019 FEB ! 1 PM 2: 09

This Agreement is entered into by and between the C the CITY and Ennis Conyers hereina	fter called the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration of the mutual p	premises set forth below.
WITNESSETH:	
Section 1 – Purposes of Employment . The CITY her SPECIAL EMPLOYEE for the purpose(s) of: Assis	tant Facility Coordinator and for
performing other related duties as may be required, all subject	et to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMprequired in a professional manner which is consistent with all procedures of the CITY and its PRCA existing now or subsequently adopted. The SPECIAL EMPlawful supervision and direction of those in authority on the C	applicable rules, regulations, policies and Department, whether LOYEE further agrees to submit to the
Section 3 – Compensation. The CITY agrees to pay provided, in the following manner: 16.00/hr.	the SPECIAL EMPLOYEE, for services No other compensation
or benefits is either implied or due, except as expressly provided make deductions from the SPECIAL EMPLOYEE's pay as resto, federal, state and local tax withholdings and any contribution Employees Retirement system.	ed for in this Agreement. The CITY shall quired by law, including but not limited
Section 4 – Employee-at-Will, Notice of Termination	n. 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.

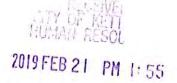
Section 6 - Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) 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.
- <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 Ag	ach party has signed this Agreement on the day and year greement shall be in force commencing: 02/05/19 and
terminating: 12/08/19	
CITY OF KETTERING	
Ву:	This la Tr
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Ennis Conyers
(print or type Director's name)	(print or type name of Employee)
Date signed: Z/11/17	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 Mia Cornett hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

or simply the EMI LOTEE, in considera	non or the m	utuai premises	set form below.	
WITNESSETH:				
Section 1 – Purposes of Employm	nent . The CI'	TY hereby emp	lovs the person	al services of the
SPECIAL EMPLOYEE for the purpose(
performing other related duties as may be	required, all	subject to this	Agreement.	
Section 2 – Rules, Supervision. Trequired in a professional manner which is procedures of the CITY and its	s consistent w	ith all applicab	le rules, regulati	ions, policies and
existing now or subsequently adopted. T	he SPECIAL	EMPLOYEE	further agrees	to submit to the
lawful supervision and direction of those in				to submit to the
Section 3 – Compensation. The C provided, in the following manner:	12.0	0/hr.	. No otl	ner compensation
or benefits is either implied or due, except	t as expressly	provided for in	this Agreement	. The CITY shall
make deductions from the SPECIAL EMP	LOYEE's pa	y as required b	y law, including	g but not limited
to, federal, state and local tax withholding				

<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.

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.
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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.
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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 terminating: 12/08/19	shall be in force commencing: 02/24/19 and and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Mia Cornett
Date signed: 2/21/19	(print or type name of Employee) Date signed by employee: 02/19/19

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES

2018 NOV 30 PM 3: 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 Kevin Crisler hereinafter called the SPECIAL EMPLOYEE for the mutual premises set forth below.
the CITY and Kevin Crisler hereinafter called the STECIAL Butter that the CITY and Kevin Crisler hereinafter called the STECIAL Butter that the CITY and Kevin Crisler hereinafter called the STECIAL Butter that the CITY and Kevin Crisler hereinafter called the STECIAL Butter that the CITY and Kevin Crisler hereinafter called the STECIAL Butter that the CITY and Kevin Crisler hereinafter called the STECIAL Butter that the CITY and Kevin Crisler hereinafter called the STECIAL Butter that the CITY and Kevin Crisler hereinafter called the STECIAL Butter that the CITY and Kevin Crisler hereinafter called the STECIAL Butter that the CITY and Kevin Crisler hereinafter called the STECIAL Butter that the CITY and Kevin Crisler hereinafter called the STECIAL Butter that the CITY and th
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WITNESSETH:
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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.
- <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 signed following his or her signature. This Agreement shall be interminating: 12/08/19	d this Agreement on the day and year force commencing: 12/10/18 and
By: Signature of Department Director Mary Beth O'Dell (print or type Director's name) Date signed:	Signature of Special Employee Kevin Crisler (print or type name of Employee) Date signed by employee: ///2////////////////////////////////

Equal Opportunity Employer

5/10/2017



CITY OF RETIERING HUMAN RESOURCES 2018 NOV 16 PM 3: 40

CITY OF KETTERING 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 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: 20.00/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 the 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 I of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- Section 12 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

IN WITNESS WHEREOF, each party has sig following his or her signature. This Agreement shall be terminating: 12/08/19	gned this Agreement on the day and year ein force commencing: 12/10/18 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (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, I the CITY and Kevin Crisler hereinafter called the SPECIA	nereinafter 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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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 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 particle following his or her signature. This Agreement terminating: 12/06/20	arty has signed this Agreement on the day and year ent shall be in force commencing: 12/09/19 and
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"

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<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.
- 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 signating his or her signature. This Agreement shall be nating: 12/06/20	
CITY By:	OF KETTERING PAVS	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



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Jack Davis hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below. WITNESSETH: Section 1 - Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Ice Skating Instructor and for performing other related duties as may be required, all subject to this Agreement. Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and 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.

 $\underline{\text{Section 5}-\text{Need for Personnel Action}}$. 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.

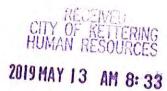
<u>Section 6 – Termination Without 14 Days' Notice</u>. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), 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 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.
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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 a following his or her signature. This Agreement shall terminating: 12/08/19	
CITY OF KETTERING	
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Jack Davis
(print or type Director's name)	(print or type name of Employee)
Date signed: 8/25/19	Date signed by employee: 8/79/19

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 Richard Davis 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: **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 \$16.00/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

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.

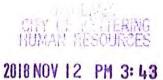
Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

- 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.
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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.
- <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: 12/08/19	arty has signed this Agreement on the day and year ent shall be in force commencing: 05/10/19 and
CITY OF KETTERING	YAN AVIS
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Richard Davis
(print or type Director's name)	(print or type name of Employee)
Date signed: 5/13/19	Date signed by employee: 18 MAY 2011

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 Ryan Davis 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 Leader I 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.
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 I1 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- Section 12 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

IN WITNESS WHEREOF, each party has signature. This Agreement shall be terminating: 12/08/19	
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Ryan Davis (print or type name of Employee)
Date signed: WIZ 18	Date signed by employee: 11/8/18

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
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required in a professional manner which is co	insistent with all applicable rules, regulations, policies and
1 -C 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 a	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 otherwise 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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- 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.
- <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.
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Following his or her signature. This Agreement shall erminating: 12/06/20	
CITY OF KETTERING	A 1(5 c
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



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.

<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 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.
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	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.

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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- <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 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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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 (P. METTERING HUMAN RESOURCES

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CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

SPECIAL EMPLOYEE AGREEMENT
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.
or simply the EMPLOYEE, in consideration of the mutual premises see
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
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IN WITNESS WHEREOF, each party has a following his or her signature. This Agreement shall terminating: 12/08/19	signed this Agreement on the day and year be in force commencing: 12/10/18 and
By:	Mygan Dellionson Signature of Special Employee
Signature of Department Director Mary Beth O'Dell (print or type Director's name)	Megan Delgrosso (print or type name of Employee)
Date signed:	Date signed by employee: 11/12/18

Equal Opportunity Employer

5/10/2017



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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: $\underline{\text{Section 1}} - \underline{\text{Purposes of Employment}}$. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: **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: 25.00/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,

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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.
- <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: 12/08/19	ty has signed this Agreement on the day and year at shall be in force commencing: 01/07/19 and
CITY OF KETTERING	
By: Signature of Department	
FUL	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: \\(15/167	Date signed by employee: 1/7/19

Equal Opportunity Employer

5/10/2017

RESETTFORM



2018 NOV 20 AM 10: 24 CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called he 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 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
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 15.66/hr. No other compensation.
provided, in the following manner:
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 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: 12/08/19	s signed this Agreement on the day and year libe in force commencing: 12/10/18 and
By: Signature of Department Director Mary Beth O'Dell (print or type Director's name)	Signature of Special Employee Amanda Denlinger (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 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 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

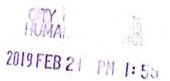
by the CITY.

- 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.
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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 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 Matthew Denman 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: Fencing 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: \$18.00/participant . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system. 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.

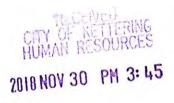
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE 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.
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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 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.
- 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, eac following his or her signature. This Agre terminating: 12/08/19	h party has signed this Agreement on the day and year eement shall be in force commencing: 02/04/19 and
CITY OF KETTERING	
By:	DAS Mure
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: 2/21/19	Date signed by employee: 7/19/

Equal Opportunity Employer

5/10/2017





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

the CITY and Devin Dickey	hereinafter called the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration of t	he mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment. The SPECIAL EMPLOYEE for the purpose(s) of: performing other related duties as may be required.	ne CITY hereby employs the personal services of the Instructor and for d, all subject to this Agreement.
Section 2 – Rules, Supervision. The SP required in a professional manner which is consist	ECIAL EMPLOYEE agrees to perform the services tent with all applicable rules, regulations, policies and PRCA Department, whether ECIAL EMPLOYEE further agrees to submit to the
Section 3 – Compensation. The CITY agree provided, in the following manner: 10 or benefits is either implied or due, except as expensed adductions from the SPECIAL EMPLOYER.	grees to pay the SPECIAL EMPLOYEE, for services .00/hr. No other compensation ressly provided for in this Agreement. The CITY shall E's pay as required by law, including but not limited ny contributions to FICA/Medicare or the Ohio Public
CITY have an employee-employer relationship basis. Specifically, the SPECIAL EMPLOYEE is subject to fourteen (14) days' written notice, and	of Termination. The SPECIAL EMPLOYEE and the which is conditioned upon an "employment-at-will" as the right to terminate this Agreement at any time the CITY has the same right, subject to fourteen (14) herein. The SPECIAL EMPLOYEE's status shall be

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.

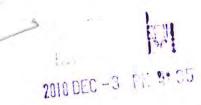
Section 5 - Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

- Section 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.
- 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 following his or her signature. This Agreement s terminating: 12/08/19	has signed this Agreement on the day and year shall be in force commencing: 12/10/18 and
CITY OF KETTERING By: By: BAVIS	Devin Steller
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Devin Dickey
(print or type Director's name)	(print or type name of Employee)
Date signed: 11/30/8	Date signed by employee: 11/28/18

Equal Opportunity Employer

5/10/2017





CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

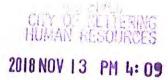
This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Victoria Dresher hereinafter called the SPECIAL EMPLOYEE
the CITY and Victoria Dresher hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
or simply the EMPLOYEE, in consideration of the mutual premises set form 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.
The operator EVOLOVED and the complete
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
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.
lawful supervision and direction of those in authority on the CTTT's start.
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.
and the opposite EMPLOYEE and the
Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the
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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 a
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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.
- $\underline{\text{Section 9}-\text{Compensation on Termination}}$. 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 signed following his or her signature. This Agreement shall be interminating: 12/08/19	
By: Signature of Department Director Mary Beth O'Dell (print or type Director's name) Date signed: 1213/18	Signature of Special Employee Victoria Dresher (print or type name of Employee) Date signed by employee: 127/200

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 hereinafter called the SPECIAL EMPLOYEE the CITY and David Drogosz 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 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 15.00/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 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.
- <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.
- <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: 12/08/19	signed this Agreement on the day and year be in force commencing: 12/10/18 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	David Drogosz (print or type name of Employee) Date signed by employee: / /- /2 -/ &

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.

Section 1 - Purposes of Employment. Effective December 26, 2018, the CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: (i.) performing the duties of Parks Inspector as described in Exhibit A, and (ii.) such other duties and services as may be assigned in the sole discretion of the Parks Superintendent. 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.

- <u>Section 3 Compensation</u>. The CITY agrees to compensate the SPECIAL EMPLOYEE, for services and duties provided, in the following manner:
 - (a.) The CITY shall pay EMPLOYEE an "hourly base rate" of \$23.10 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 26**, 2018 and shall terminate **December 23**, 2019, 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

By: DAVIS

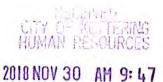
MaryBeth Thaman

Parks, Recreation & Cultural Arts Director

Thomas L. Dues Parks Inspector

Date signed: 12/19/16

Date signed: 12 19 18



CITY OF 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 Sammie Sue Edmondson 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: \$25/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.

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 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 be terminating: Dec. 8, 2019	
CITY OF KETTERING	
RYAN	Samme Sue Camondoen
By: Signature of Department	Signature of Special Employee
F4L	SAMMIE Sue EDMONDSON
<u>Director Mary Beth O'Dell</u> (print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee: 11-21-2018

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year

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

Equal Opportunity Employer

5/10/2017



SPECIAL EMPLOYEE AGREEMENT

	veen the City of Kettering, Onio, hereinafter called
the CITY and Carolyn Eisen	hereinafter called the SPECIAL EMPLOYEI
or simply the EMPLOYEE, in consideration of the	e 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:	Bus / Van Driver and for
performing other related duties as may be required,	
, , , , , , , , , , , , , , , , , , , ,	3
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evisting upon an enhancement of antal The SPEC	Department, whethe
existing now or subsequently adopted. The SPEC	로마스 등 시민은 전에 있는 이번 등 경기를 받는다. 그림 사람들은 보고 있다면 가장 그렇게 되었다면 보고 있다면 보고 있다면 보고 있다면 보고 있다면 보고 있다면 보다 되었다.
awful supervision and direction of those in authority	on the CITY's staff.
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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 shaterminating: 12/08/19	as signed this Agreement on the day and year all be in force commencing: 03/05/19 and
CITY OF KETTERING By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Carolyn Eisen (print or type name of Employee)
Date signed:	Date signed by employee: $3/4/19$

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: <u>Section 1 – Purposes of Employment</u> . 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:

\$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.

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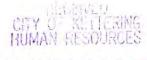
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- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 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 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 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



2018 NOV 27 AM 8: 05

the City Charter.



This Agreement is entered into by and bety the CITY and Mariam Elgafy	veen the City of Kettering, Ohio, hereinafter called hereinafter called the SPECIAL EMPLOYEE e mutual premises set forth below.
or simply the EMPLOYEE, in consideration of the	e 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's Aide and for
performing other related duties as may be required	, all subject to this Agreement.
required in a professional manner which is consiste procedures of the CITY and its	CIAL EMPLOYEE agrees to perform the services nt with all applicable rules, regulations, policies and RCA Department, whether 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: 8.55 or benefits is either implied or due, except as expressible make deductions from the SPECIAL EMPLOYEE to, federal, state and local tax withholdings and any Employees Retirement system.	ees to pay the SPECIAL EMPLOYEE, for services 5/hr. No other compensation essly provided for in this Agreement. The CITY shall so pay as required by law, including but not limited y contributions to FICA/Medicare or the Ohio Public
CITY have an employee-employer relationship w 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" is the right to terminate this Agreement at any time, the CITY has the same right, subject to fourteen (14) erein. The SPECIAL EMPLOYEE's status shall be and is in the unclassified Civil Service pursuant to

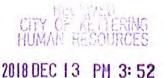
<u>Section 5 – Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

- 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: 12/08/19	has signed this Agreement on the day and year shall be in force commencing: 12/10/18 and
terminating. (12.55). (5	
CITY OF KETTERING	
By: Thus	Mariam Elgely
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Mariam Elgafy
(print or type Director's name)	(print or type name of Employee)
Date signed: 11/27/18	Date signed by employee: 11/25/12

Equal Opportunity Employer

5/10/2017



CITY SKETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Alexander Fernandez 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: Piano Tuning 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: \$45/hr not exceed 2 hrs per pay period.

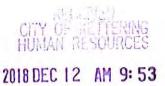
 No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare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

following his or her signature. This Agreement shall be terminating: 12/31/2019	
CITY OF KETTERING By: DAYS	Oh Frugly
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Alex ternendes
(print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee: 12-12-16

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 Alexander Fernandez 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.

<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: Special Employee \$14.30/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.

 $\underline{\text{Section 5}-\text{Need for Personnel Action}}$. 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.

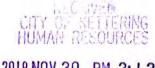
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE 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 following his or her signature. This Agreement shalterminating: 12/31/2019	s signed this Agreement on the day and year ll be in force commencing: 12/26/2018 and
CITY OF KETTERING By: By:	ally keyles
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Alex Fermadez
Date signed: 12/12/19	(print or type name of Employee) Date signed by employee:

Equal Opportunity Employer

5/10/2017





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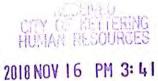
This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called
the CITY and Larry Fox hereinafter called the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH:
$\frac{Section \ 1 - Purposes \ of \ Employment}{SPECIAL \ EMPLOYEE \ for \ the \ purpose(s) \ of: } \underline{ \ Exercise \ Instructor } \underline{ \ 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: 19.50/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 any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- Section I2 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <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 sterminating: 12/08/19	has signed this Agreement on the day and year shall be in force commencing: 12/10/18 and
terminating. 12700/10	
CITY OF KETTERING 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: 1130/18	Date signed by employee: 11-23-18

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

the CITY and Larry Fox	ween the City of Kettering, Ohio, hereinafter called hereinafter called the SPECIAL EMPLOYER
or simply the EMPLOYEE, in consideration of the	ne mutual premises set forth below.
WITNESSETH:	
SPECIAL EMPLOYEE for the purpose(s) of:	e CITY hereby employs the personal services of the Group Personal Trainer and for
performing other related duties as may be required	, all subject to this Agreement.
procedures of the CITY and its	CIAL EMPLOYEE agrees to perform the services and with all applicable rules, regulations, policies and PRCA Department, whether CIAL EMPLOYEE further agrees to submit to the you the CITY's staff.
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 ssly provided for in this Agreement. The CITY shalls pay as required by law, including but not limited contributions to FICA/Medicare or the Ohio Public
Section 4 – Employee-at-Will, Notice of CITY have an employee-employer relationship whosis. Specifically, the SPECIAL EMPLOYEE has subject to fourteen (14) days' written notice, and the days' written notice, unless specified otherwise he temporary, subject to the terms of this Agreement the City Charter.	the right to terminate this Agreement at any time, e CITY has the same right, subject to fourteen (14) rein. The SPECIAL EMPLOYEE's status shall be
<u>Section 5 – Need for Personnel Action.</u> Contingent upon a City of Kettering Personnel A Manager, so as to authorize hiring of the SPECIAL	The obligations of the parties are subject to and action form being signed by or through the City EMPLOYEE.
Section 6 – Termination Without 14 Days'? any time, without necessity of the fourteen (14) days Agreement, when in the sole determination of the event(s), program(s) or service(s) described in Section by the CITY.	CITY the commencement or continuance of the

- 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 I of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- <u>Section 12 Applicable Law</u>. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

IN WITNESS WHEREOF, each party following his or her signature. This Agreement sterminating: 12/08/19	has signed this Agreement on the day and year shall be in force commencing: 12/10/18 and
CITY OF KETTERING By:	
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Larry Fox
(print or type Director's name)	(print or type name of Employee)
Date signed: W/13/18	Date signed by employees 11-9-18

Equal Opportunity Employer

5/10/2017



2018 NOV 16 PM 3: 40

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

the CITY and Larry Fox	hereinafter called the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration	n 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 re	equired, an subject to this Agreement.
required in a professional manner which is coprocedures 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 a	minority on the CTTT S start.
provided, in the following manner: or benefits is either implied or due, except a make deductions from the SPECIAL EMPL	agrees to pay the SPECIAL EMPLOYEE, for services 20.75/hr. No other compensation s expressly provided for in this Agreement. The CITY shall OYEE's pay as required by law, including but not limited and any contributions to FICA/Medicare or the Ohio Public
CITY have an employee-employer relation basis. Specifically, the SPECIAL EMPLOY subject to fourteen (14) days' written notice days' written notice unless specified other.	tice of Termination. The SPECIAL EMPLOYEE and the aship 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) wise herein. The SPECIAL EMPLOYEE's status shall be reement 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 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 I2 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 s terminating: 12/08/19	has signed this Agreement on the day and year shall be in force commencing: 12/10/18 and
CITY OF KETTERING By: DAVIS	
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: w/13/18	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 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	as signed this Agreement on the day and year all 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 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 ng his or her signature. This Agreement shall be iting: 12/06/20	
CITY O	OF KETTERING RYAN DAVIS	
	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: 11/18/19	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.
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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.
- 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	pan 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.

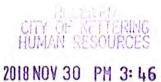
<u>Section 5 – Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

- Section 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.
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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 wing his or her signature. This Agreement shall nating: 12/06/20	
	Y OF KETTERING	- d- TAD 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



CITY OF KETTERING PECIAL EMPLOYEE AGREEMENT

SPECIAL EMPLOYEE AGREEMENT

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

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter call the CITY and Kathleen Gelm hereinafter called the SPECIAL EMPLOY.	ea EE
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: Water Workout Instruction (Drop in) and 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 procedures of the CITY and its	ther
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for serve 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 is make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not lime to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Put Employees Retirement system.	shall
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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 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 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.

IN WITNESS WHEREOF, each particular following his or her signature. This Agreeme terminating: 12/08/19	rty has signed this Agreement on the day and year nt shall be in force commencing: 12/10/18 and
torininumg.	
CITY OF KETTERING	
By: Pravi	Xathleen Golm
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: W/30/18	Date signed by employee: 1/28/18

Equal Opportunity Employer

5/10/2017



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

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

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

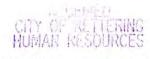
<u>Section 14 – Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.

<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#)



2018 NOV 30 PM 3: 43

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

SPECIAL ENII LOTEE AGREEMENT
This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Rebecca Grushon 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
Section 1 – Purposes of Employment. The CTTT hereby employs the personal and for 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
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services 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

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

by the CITY.

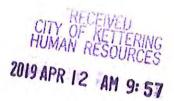
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE 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 sig following his or her signature. This Agreement shall be terminating: 12/08/19	ned this Agreement on the day and year in force commencing: 12/10/18 and
By: Signature of Department	Relucia Musher Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Rebecca Grushon (print or type name of Employee)
Date signed: 1130 18	Date signed by employee: 11/26/18

Equal Opportunity Employer

5/10/2017





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

the CTTY and Monamed Nadji Guezouz	hereinafter ca	lled the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in considerat	tion of the mutual premise	es set forth below.
WITNESSETH:		
		nploys the personal services of the
SPECIAL EMPLOYEE for the purpose(s	s) of: Sports Official	and for
performing other related duties as may be	required, all subject to th	is Agreement.
Section 2 - Rules, Supervision. T	The SPECIAL EMPLOY	EE agrees to perform the services
required in a professional manner which is	consistent with all applic	able rules, regulations, policies and
procedures of the CITY and its	PRCA	Department, whether
existing now or subsequently adopted. The	he SPECIAL EMPLOYE	E further agrees to submit to the
lawful supervision and direction of those in		
Section 3 – Compensation. The C	CITY agrees to pay the SI	PECIAL EMPLOYEE, for services
provided, in the following manner:	\$15.00/hr.	. No other compensation
or benefits is either implied or due, except		
make deductions from the SPECIAL EMP		
to, federal, state and local tax withholdings		
Employees Retirement system.	s and any contributions to	The first of the only I work
Employees rectionient 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 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 shal terminating: 12/08/19	
CITY OF KETTERING	
By: Ryu	CAN
Signature of Department Director	Signature of Special Employee
Mary Beth Thaman	Mohamed Nadji Guezouz
(print or type Director's name)	(print or type name of Employee)
Date signed: 4/12/19	Date signed by employee: (2 10

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 SPECIAL EMPLOYEE for the purpose(s) of: Sports Official and for performing other related duties as may be required, all subject to this Agreement.

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

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

\$15.00/hr.

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

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

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

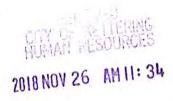
Section 6 – Termination Without 14 Days" Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s)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

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

IN WITNESS WHEREOF, each party has signe following his or her signature. This Agreement shall be interminating: 12/08/19	
CITY OF KETTERING By: Dans	Day Harlin
Signature of Department	Signature of Special Employee
Fal	
Director Mary Beth O'Dell	Derek Hardin
(print or type Director's name)	(print or type name of Employee)
Date signed: 8/22/19	Date signed by employee: 8/2/19

Equal Opportunity Employer

5/10/2017



by the CITY.



	SPECIAL EMPLO	YEE AGREEMENT	
This Agreement i	s entered into by and be	hereinafter called the S	Ohio, hereinafter called PECIAL EMPLOYEE
or simply the EMPLOY	EE, in consideration of t	hereinafter called the S he mutual premises set forth	n below.
WITNESSETH: Section 1 – Purpo SPECIAL EMPLOYEE	oses of Employment. The	ne CITY hereby employs the Exercise Instructor	e personal services of the and for
performing other related	duties as may be require	ed, all subject to this Agreen	nent.
Section 2 – Rule required in a professiona	es, Supervision. The SP I manner which is consis Y and itsP	ECIAL EMPLOYEE agreestent with all applicable rulested RCA ECIAL EMPLOYEE furthe	s to perform the services s, regulations, policies and Department, whether
Section 3 – Con provided, in the followir or benefits is either impl	npensation. The CITY and manner: 2 lied or due, except as explored by SPECIAL EMPLOYER and tax withholdings and the SPECIAL except as explored by the special tax withholdings and t	grees to pay the SPECIAL 20.00/hr. pressly provided for in this AEE's pay as required by law any contributions to FICA/N	Agreement. The CITY shall including but not limited
Section 4 – En CITY have an employ basis. Specifically, the subject to fourteen (14) days' written notice, un temporary, subject to the the City Charter.	nployee-at-Will, Notice ee-employer relationship SPECIAL EMPLOYEE days' written notice, and nless specified otherwise the terms of this Agreem	ent and is in the unclassifie	nis Agreement at any time, ght, subject to fourteen (14) MPLOYEE's status shall be ed Civil Service pursuant to
contingent upon a Cit Manager, so as to auth	ty of Kettering Personn orize hiring of the SPEC	CIAL EMPLOYEE.	parties are subject to and ed by or through the City
any time, without nec	essity of the fourteen (1	c the CITY the commence	terminate this Agreement at erred to in Section 4 of this ement or continuance of the needed or no longer desired

event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired

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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 party ha following his or her signature. This Agreement shatterminating: 12/08/19	s signed this Agreement on the day and year all be in force commencing: 12/10/18 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed: /// 24///	Ruth Harris (print or type name of Employee) Date signed by employee: 1/-20-20/8

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 HUMAN RESOURCES

2018 NOV 26 AM 11: 33

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

SPECIAL EMPLOYEE AGREEMENT	
This Agreement is entered into by and between the City of Kettering, Ohio, he could be compared the CITY and Katherine Heine hereinafter called the SPECIAL hereinafter called the special below.	
or simply the EMPLOYEE, in consideration of the mutual premises set forth below.	
WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby employs the person SPECIAL EMPLOYEE for the purpose(s) of: Private Instructor performing other related duties as may be required, all subject to this Agreement.	
procedures of the CTTY and its existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees lawful supervision and direction of those in authority on the CITY's staff.	artment, whether to submit to the
Section 3 — Compensation. The CITY agrees to pay the SPECIAL EMPLO provided, in the following manner: or benefits is either implied or due, except as expressly provided for in this Agreemen make deductions from the SPECIAL EMPLOYEE's pay as required by law, includit to, federal, state and local tax withholdings and any contributions to FICA/Medicare Employees Retirement system.	nt. The CITY shall
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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.
- 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.
- <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: 12/08/19	signed this Agreement on the day and year be in force commencing: 12/10/18 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	(print or type name of Employee)
Date signed: 1/26/15	Date signed by employee: 11/17/7018

Equal Opportunity Employer

5/10/2017

CITY OF ACT ERING RUMAN RESOURCES

2018 NOV 26 AM 11: 38

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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 EMPLOYEE hereinafter called the special premises set forth below.
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: 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
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services 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.
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.

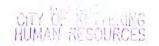
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE 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.
- Section I1 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 I of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- Section 12 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

IN WITNESS WHEREOF, each party has sig following his or her signature. This Agreement shall be terminating: 12/08/19	ned this Agreement on the day and year in force commencing: 12/10/18 and
By: Signature of Department Director Mary Beth O'Dell (print or type Director's name) Date signed: 11/26/18	Signature of Special Employee Katherine Heine (print or type name of Employee) Date signed by employee: 11/17/2018

Equal Opportunity Employer

5/10/2017





CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

2019 JAN 16 AM 8: 26

	This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Thomas Heine hereinafter called the SPECIAL EMPLOYER
	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 and 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: 12.00/hr. No other compensation
	of benefits is effect implied of 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.
	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.
	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
1	by the CITY

by the CITY.

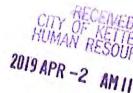
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <u>any way</u> subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL 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 sig following his or her signature. This Agreement shall be terminating: 12/08/19	in force commencing: 02/01/19 and
By: Signature of Department	Thomas Them
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Thomas Heine
(print or type Director's name)	(print or type name of Employee)
Date signed: 116/167	Date signed by employee: 1-15-19

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 Heine 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: 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: 19.00/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 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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- 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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follow termin	IN WITNESS WHEREOF, each party has ring his or her signature. This Agreement shall nating: 12/08/19	signed this Agreement on the day and year lbe in force commencing: 04/08/19 and
CITY	OF KETTERING	
D	22 RYAN DAVIS	
By:	Signature of Department	Signature of Special Employee
	Fal	Signature of Special Employee
	Director Mary Beth O'Dell	Thomas Heine
	(print or type Director's name)	(print or type name of Employee)
	Date signed: 4/2/19	Date signed by employee: 3/31/19

Equal Opportunity Employer

5/10/2017



SPECIAL EMPLOYEE AGREEMENT

This Ag	reement is entered into by and be Katherine Hensley	etween the City of Kettering hereinafter called the S	, Onio, nerematter catled SPECIAL EMPLOYEE
or simply the El	MPLOYEE, in consideration of	the mutual premises set forth	h below.
Section SPECIAL EMP	ESSETH: 1 — Purposes of Employment. T PLOYEE for the purpose(s) of:_ er related duties as may be require	Water Workout Instruction	on (Drop in) and for
required in a proprocedures of	2 - Rules, Supervision. The SP ofessional manner which is consist the CITY and its r subsequently adopted. The SP on and direction of those in author	stent with all applicable rules PRCA ECIAL EMPLOYEE further	pepartment, whether
Section provided, in the or benefits is eit	3 – Compensation. The CITY a following manner: 20.0 ther implied or due, except as expansion the SPECIAL EMPLOYED and local tax withholdings and a second se	ngrees to pay the SPECIAL I 00/hr. pressly provided for in this A EE's pay as required by law,	 No other compensation greement. The CITY shall including but not limited
Section CITY have an	4 – Employee-at-Will, Notice of employee-employer relationship	of Termination. The SPECIA which is conditioned upon	AL EMPLOYEE and the an "employment-at-will"

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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.

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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 following his or her signature. This Agreement shall be in terminating: 12/08/19	this Agreement on the day and year force commencing: 12/10/18 and
By: Signature of Department Director Mary Beth O'Dell (print or type Director's name) Date signed:	Signature of Special Employee Katherine Hensley (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 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

<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 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



2018 NOV 30 AM 9: 47

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

the CITY and Ryan Hetman	hereinafter called the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration	on of the mutual premises set forth below.
WITNESSETH:	
Section 1 – Purposes of Employmer	nt . The CITY hereby employs the personal services of the of: and for
performing other related duties as may be re	equired, all subject to this Agreement.
required in a professional manner which is c	e SPECIAL EMPLOYEE agrees to perform the services onsistent with all applicable rules, regulations, policies and PRCA Department, whether
existing now or subsequently adopted. The lawful supervision and direction of those in a	E SPECIAL EMPLOYEE further agrees to submit to the
provided in the following manner:	ΓY agrees to pay the SPECIAL EMPLOYEE, for services \$10.00/hr
or benefits is either implied or due, except a make deductions from the SPECIAL EMPL	s expressly provided for in this Agreement. The CITY shall OYEE's pay as required by law, including but not limited and any contributions to FICA/Medicare or the Ohio Public
Employees Retirement system.	
Section 4 – Employee-at-Will, Not	tice of Termination. The SPECIAL EMPLOYEE and the
basis Specifically, the SPECIAL EMPLOY	nship which is conditioned upon an "employment-at-will" (EE 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) wise 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.
- $\underline{\text{Section 9}-\text{Compensation on Termination}}$. 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 signed following his or her signature. This Agreement shall be in terminating: 12/08/19	this Agreement on the day and year force commencing: 11/26/18 and
By: Signature of Department Director Mary Beth O'Dell (print or type Director's name) Date signed: 1/20/8	Signature of Special Employee Ryan Hetman (print or type name of Employee) Date signed by employee: 11/26/18

Equal Opportunity Employer

5/10/2017

RESET/FORM



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.
- <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 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.
- <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 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	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.

- 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.
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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 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



HUMAN RESOURCES
2018 NOV 30 PM 3: 45

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

SPECIAL EMPLOTEE AGAIN
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 hereinafter called the SPECIAL EMPLOYEE.
the CITY and Holly Hoffman nerematter cancer the St 25 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 and professional manner which is consistent with all applicable rules, regulations, policies and professional manner which is consistent with all applicable rules, regulations, whether
existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the existing now or subsequently adopted.
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 19.50/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) 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

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 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.

ned this Agreement on the day and year in force commencing: 12/10/18 and
Holy Hoffmer Signature of Special Employee
Holly Hoffman (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 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: 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:

\$20.00/hr.

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

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

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

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

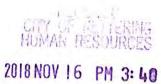
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE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

IN WITNESS WHEREOF, each party has sig following his or her signature. This Agreement shall be terminating: 12/08/19	ned this Agreement on the day and year in force commencing: 04/04/19 and
CITY OF KETTERING By: DAVIS	Holly Hoffman
Signature of Department	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: 4/17/19	Date signed by employee: 4-10-19

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

event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired

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

IN WITNESS WHEREOF, each party h following his or her signature. This Agreement sh terminating: 12/08/19	as signed this Agreement on the day and year hall be in force commencing: 12/10/18 and and
CITY OF KETTERING	4th Am
By: Signature of Department	Signature of Special Employee
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: W/13/18	Date signed by employee: 15 18

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 EMPLOYED
or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
ANALONIO CODITO Y
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.
<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
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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 b
temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant t
the City Charter.

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

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

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

following his or her signature. This Agreement shaterminating: 12/06/20	nas signed this Agreement on the day and year nall be in force commencing: 12/09/19 and
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







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: Escorting One Day Trips 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

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.

<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.

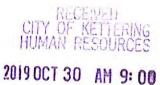
<u>Section 6 – Termination Without 14 Days' Notice</u>. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), 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.
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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.
- Section 12 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- Section 15 Compensable Monthly Hour. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

IN WITNESS WHEREOF, each party has signed following his or her signature. This Agreement shall be interminating: 12/08/19	ed this Agreement on the day and year n force commencing: 12/10/18 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: 12/3/16	Date signed by employee: $\frac{12-3-18}{}$

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

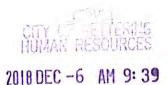
any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired

- Section 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 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



CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

SPECIAL ENT DO 122
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.
or simply the EMPLOYEE, in consideration of the mutual promotes
WITNESSETH: Section 1 – Purposes of Employment . The CITY hereby employs the personal services of the
performing other related duties as may be required, an analysis
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
lawful ameryision and direction of those in white
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.
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, basis to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be 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 a any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of the any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of the any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of the any time, without necessity of the CITY the commencement or continuance of the commencement

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 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 signed following his or her signature. This Agreement shall be in terminating: 12/08/19	this Agreement on the day and year force commencing: 12/10/18 and
By: Signature of Department Director Mary Beth O'Dell (print or type Director's name) Date signed: 12/5/18	Signature of Special Employee Thomas Jervis (print or type name of Employee) Date signed by employee: \(\lambda / b / \frac{6}{6} \)

Equal Opportunity Employer

5/10/2017





2018 DEC -3 PM 4: 35

CITY SEKETTERING SPECIAL EMPLOYEE AGREEMENT

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 SPECIAL EMPLOYEE for the purpose(s) of: Group Personal Trainer and for SPECIAL EMPLOYEE for the purpose (all subject to this Agreement.
SPECIAL EMPLOYEE for the purpose(s) of
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: 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.
- 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 signe following his or her signature. This Agreement shall be in terminating: 12/08/19	d this Agreement on the day and year force commencing: 12/10/18 and
By: Signature of Department Director Mary Beth O'Dell (print or type Director's name) Date signed:	Signature of Special Employee Thomas Jervis (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 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 **Group Personal Trainer** and for SPECIAL EMPLOYEE for the purpose(s) of: performing other related duties as may be required, all subject to this Agreement. Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and PRCA 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 25.75/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.
- <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 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 PAYS	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 Kettering, Ohio, hereinafter called the CITY and Elise Johnson 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 service	ces of the
SPECIAL EMPLOYEE for the purpose(s) of: Ice Skating Instructor	and for
performing other related duties as may be required, all subject to this Agreement.	

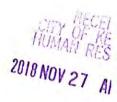
- Section 2 Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE 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: \$14.00/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
- <u>Section 4 Employee-at-Will, Notice of Termination.</u> The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
- <u>Section 5 Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
- Section 6 Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

- <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.
- 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 shaterminating: 12/08/19	as signed this Agreement on the day and year all be in force commencing: 09/03/19 and
CITY OF KETTERING	
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Elise Johnson (print or type name of Employee)
Date signed: 8/28/19	Date signed by employee: 8/20/10

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 Sarah Johnson hereinafter called the SPECIAL EMPLOYEE the CITY and Sarah Johnson 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 Instruction and for SPECIAL EMPLOYEE for the purpose(s) of: Private Instruction and for SPECIAL EMPLOYEE for the purpose(s) all subject to this Agreement.
coming other related duties as may be required,
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
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Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services 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
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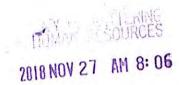
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- Section 12 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party 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 signed following his or her signature. This Agreement shall be interminating: 12/08/19	ed this Agreement on the day and year n force commencing: 12/10/18 and
By: Signature of Department Director Mary Beth O'Dell (print or type Director's name) Date signed: 11/21/18	Signature of Special Employee Sarah Johnson (print or type name of Employee) Date signed by employee: 11 20 18

Equal Opportunity Employer

5/10/2017



by the CITY.

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

51	ECITE Eliza
This Agreement is en	ntered into by and between the City of Kettering, Ohio, hereinafter called on hereinafter called the SPECIAL EMPLOYEE
the CITY and Sarah Johns	on hereinafter called the SI ECIAL EMP 20
or simply the EMPLOYEE.	in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purpose SPECIAL EMPLOYEE for	s of Employment. The CITY hereby employs the personal services of the the purpose(s) of: and for
performing other related du	ties as may be required, an subject to the
Section 2 – Rules, required in a professional m procedures of the CITY existing now or subsequent lawful supervision and directions.	Supervision. The SPECIAL EMPLOYEE agrees to perform the services anner which is consistent with all applicable rules, regulations, policies and and its PRCA Department, whether thy adopted. The SPECIAL EMPLOYEE further agrees to submit to the ction of those in authority on the CITY's staff.
Section 3 – Competer provided, in the following to benefits is either implied make deductions from the to, federal, state and local	ensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services 15.00/hr. I or due, except as expressly provided for in this Agreement. The CITY shall SPECIAL EMPLOYEE's pay as required by law, including but not limited 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.
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IN WITNESS WHEREOF, each party has signal following his or her signature. This Agreement shall be terminating: 12/08/19	gned this Agreement on the day and year e in force commencing: 12/10/18 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Sarah Johnson (print or type name of Employee)
Date signed: 11/27/18	Date signed by employee: 11 20 18

Equal Opportunity Employer

5/10/2017



2018 DEC -5 AM 8: 15

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

SI ECIRE DATE
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.
or simply the EMPLOYEE, in consideration of the mutual 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: 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: 15.25/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 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.

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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.
- <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.
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- 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 signature. This Agreement shall be terminating: 12/08/19	igned this Agreement on the day and year on the force commencing: 12/10/18 and
By: Signature of Department Director Mary Beth O'Dell (print or type Director's name) Date signed: 12((18))	Signature of Special Employee Gary Jones (print or type name of Employee) Date signed by employee: 12/1/18

Equal Opportunity Employer

5/10/2017



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

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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.

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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	rement is entered into by and bet Alina Kehoe		
or simply the EM	PLOYEE, in consideration of the	e mutual premises set fortl	ı below.
MANAGEMENT	CDAN		
WITNES		CIMIL I	
Section 1	- Purposes of Employment . The		
	OYEE for the purpose(s) of:		and for
performing other	related duties as may be required	, all subject to this Agreen	nent.
required in a profe procedures of the existing now or s lawful supervision	 Rules, Supervision. The SPECessional manner which is consiste CITY and its PROSubsequently adopted. The SPECe and direction of those in authority 	nt with all applicable rules, CA CIAL EMPLOYEE further y on the CITY's staff.	regulations, policies and Department , whether agrees to submit to the
provided, in the for or benefits is eithe make deductions f	 Compensation. The CITY agree of the compensation. 15.00/her implied or due, except as expression the SPECIAL EMPLOYEE's and local tax withholdings and anyment system. 	or. ssly provided for in this Ag s pay as required by law,	. No other compensation greement. The CITY shall including but not limited
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CITY OF KETTERING By:	Chinakehoc
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: 10-23-10

Equal Opportunity Employer

5/10/2017



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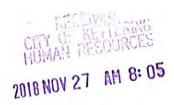
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- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
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-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

	IN WITNESS WHEREOF, each party has s ving his or her signature. This Agreement shall be nating: 12/08/19	
CITY By:	OF KETTERING Zyan Signature of Department	Ainaldhoc Signature of Special Employee
	Director Mary Beth O'Dell (print or type Director's name)	Alina Kehoe (print or type name of Employee)
	Date signed: 9/19/19	Date signed by employee: Sep18, 2019

Equal Opportunity Employer

5/10/2017





SPECIAL EMPLOYEE AGREEMENT
This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Lily Kennedy 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 Instructor's Aide and for SPECIAL EMPLOYEE for the purpose(s) of: Instructor's Aide 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: 8.55/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public
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) 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 as 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 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.
- 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.
- 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 signe following his or her signature. This Agreement shall be interminating: 12/08/19	d this Agreement on the day and year force commencing: 12/10/18 and
By: Signature of Department Director Mary Beth O'Dell (print or type Director's name) Date signed: 11/27/18	Signature of Special Employee Lily Kennedy (print or type name of Employee) Date signed by employee:

Equal Opportunity Employer

5/10/2017



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CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

SPECIAL EMILEOTEE ACTUAL	
This Agreement is entered into by and between the City of Kettering, Ohio, he the CITY and Brandon Kettler hereinafter called the SPECIAL below.	reinafter called 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 SPECIAL EMPLOYEE for the purpose(s) of: Sports Official performing other related duties as may be required, all subject to this Agreement.	l services of the and for
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the special applicable rules, regulations are supervision.	etment, whether
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOY provided, in the following manner: 15.00/hr. No other or benefits is either implied or due, except as expressly provided for in this Agreement make deductions from the SPECIAL EMPLOYEE's pay as required by law, including to, federal, state and local tax withholdings and any contributions to FICA/Medicare of Employees Retirement system.	t. The CITY shall g but not limited
Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMF CITY have an employee-employer relationship which is conditioned upon an "embasis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agrees subject to fourteen (14) days' written notice, and the CITY has the same right, subject days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE temporary, subject to the terms of this Agreement and is in the unclassified Civil S the City Charter.	ment at any time, ct to fourteen (14) E's status shall be Service pursuant to
<u>Section 5 – Need for Personnel Action</u> . The obligations of the parties a contingent upon a City of Kettering Personnel Action form being signed by or Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.	
Section 6 – Termination Without 14 Days' Notice. The CITY may terminate any time, without necessity of the fourteen (14) days' written notice referred to in Agreement, when in the sole determination of the CITY the commencement or event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or	continuance of the

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 I of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- Section 12 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 12/10/18 terminating: 12/08/19	and
CITY OF KETTERING	

By:

Signature of Department

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

Date signed: W(13/18

Signature of Special Employee

Brandon Kettler

(print or type name of Employee)

Date signed by employee: W15/18

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

Equal Opportunity Employer

5/10/2017



CITY OF ACTIERING HUMAN RESOURCES

2018 NOV 30 PM 3: 45

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

- 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 I of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- Section 12 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

IN WITNESS WHEREOF, each party has sign following his or her signature. This Agreement shall be terminating: 12/08/19	ned this Agreement on the day and year in force commencing: 12/10/18 and
By: Signature of Department Director Mary Beth O'Dell (print or type Director's name) Date signed: [1]30/16	Signature of Special Employee Kelly Kidd (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 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.
- <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 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



CITY OF METITERING HUMAN RESOURCES

2018 NOV 30 PM 3: 41

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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.

Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: 2019 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: \$14.50/HOUR

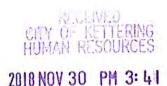
 No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare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

- <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.
- 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 WHEREOF, each party has s following his or her signature. This Agreement shall terminating: 12/08/2019	igned this Agreement on the day and year be in force commencing: 12/10/2018 and
By: Signature of Department For Director Mary Beth O'Dell (print or type Director's name) Date signed: Ulsolo	Signature of Special Employee Data Knderdine (print or type name of Employee) Date signed by employee: 11/7/18

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 hereinafter called the SPECIAL EMPLOYEE the CITY and NICOLE KINDERDINE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

Section 1 - Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: 2019 FRAZE TEAM LEADER 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 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 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.

IN WITNESS WHEREOF, each party has signature. This Agreement shall b terminating: 12/08/2019	gned this Agreement on the day and year e in force commencing: 12/10/2018 and
By: Signature of Department Director Mary Beth O'Dell (print or type Director's name) Date signed:	Signature of Special Employee Ni We Kindordure (print or type name of Employee) Date signed by employee: 1115 (8)

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 Agreemen terminating: 12/06/2020	ty has signed this Agreement on the day and year at 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 Kinderdine
(print or type Director's name)	(print or type name of Employee)
Date signed: Illi5/19	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 Elise Kirkpatrick 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 CIT	ΓY hereby employs the persona	I services of the
SPECIAL EMPLOYEE for the purpose(s) of:	Instructor's Aide	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:

 8.55/hr.

 No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
- Section 4 Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the 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.
- 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.

follov termi	IN WITNESS WHEREOF, each party has ving his or her signature. This Agreement shall nating: 12/08/19	signed this Agreement on the day and year lbe in force commencing: 09/30/19 and
CITY	OF KETTERING	
Ву:	Signature of Department	Elise Kirkpalink
	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell	Elise Kirkpartick
	(print or type Director's name)	(print or type name of Employee)
	Date signed:	Date signed by employee: 9 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 AARON KLAUBER 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: FRAZE GROUP LEADER 2019 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: \$22.50/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.

<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.

	IN WITNESS WHEREOF, each party has signing his or her signature. This Agreement shall be nating: 12/08/2019	gned this Agreement on the day and year e in force commencing: 4/1/2019 and
CITY By:	OF KETTERING .	C. Mille
-,-	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell	Haron Klauber
	(print or type Director's name)	(print or type name of Employee)
	Date signed: 4//5	Date signed by employee: 04-01-19

Equal Opportunity Employer

5/10/2017



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

Mira

IN WITNESS WHEREOF, each part following his or her signature. This Agreement terminating: 12/6/2020	y has signed this Agreement on the day and year t shall be in force commencing: 12/9/2019 and
CITY OF KETTERING By:	2 Millel
Signature of Department	Signature of Special Employee
FOR	Aaron M. Klauber
Director Mary Beth O'Dell	Mi Klauber
(print or type Director's name)	(print or type name of Employee)
Date signed: 11/21/19	Date signed by employee: //-/2-/9

Equal Opportunity Employer

5/10/2017



HUMA PASCUNCES 2019 JAN 24 PM 1: 52

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called Craig Koesters hereinafter called the SPECIAL EMPLOYEE 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 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: \$12.50 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. Section 5 - Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

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

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

by the CITY.

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

IN WITNESS WHEREOF, each part following his or her signature. This Agreement terminating: 12/27/2019	ty has signed this Agreement on the day and year at shall be in force commencing:02/04/2019 and
terminating; 12/2/12019	
CITY OF KETTERING By: DAIS	CXVI
Signature of Department Director	Signature of Special Employee
Mary Beth Thaman (print or type Director's name)	(print or type name of Employee)
Date signed: 1/24/19	Date signed by employee: 1\17\2219

Equal Opportunity Employer

5/10/2017





CITY OF KETTERING 2019 OCT 29 AM 11: 52 SPECIAL EMPLOYEE AGREEMENT

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: 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 real-facility coordinator.

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: 15.66/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.

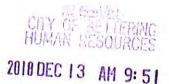
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- <u>Section 12 Applicable Law</u>. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either 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.
- <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 profollowing his or her signature. This Agreen terminating: 12/08/19	party has signed this Agreement on the day and year nent shall be in force commencing: 10/28/19 and
CITY OF KETTERING By:	Color
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:/0/29/19	Date signed by employee: 10 25 2019

Equal Opportunity Employer

5/10/2017





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

the CITY and Ruth Kohstall	hereinafter called the SPECIAL EMPLOYEI
or simply the $E\overline{MPLOYEE}$, in consideration	of the mutual premises set forth below.
WITNESSETH:	
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performing other related duties as may be requ	uired, all subject to this Agreement.
required in a professional manner which is con procedures of the CITY and its	SPECIAL EMPLOYEE agrees to perform the services asistent with all applicable rules, regulations, policies and PRCA Department, whether SPECIAL EMPLOYEE further agrees to submit to the hority on the CITY's staff.
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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.
- <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.
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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 following his or her signature. This Agreement terminating: 12/08/19	y has signed this Agreement on the day and year t shall be in force commencing: 12/11/18 and
CITY OF KETTERING By: DAVIS	Para K. S.
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: 12/11/18	Date signed by employee: // - //-/ 8

Equal Opportunity Employer

5/10/2017

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by the CITY.



SPECIAL EMPLOYEE AGREEMEN	(1
This Agreement is entered into by and between the City of Ketteri the CITY and Rory Korzan hereinafter called the	ng, Ohio, hereinafter called SPECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration of the mutual premises set for	orth below.
WITNESSETH: Section 1 - Purposes of Employment. The CITY hereby employs SPECIAL EMPLOYEE for the purpose(s) of: Private Instructor	the personal services of the and for
performing other related duties as may be required, an subject to inter-	eement.
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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 signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 12/10/18 and terminating: 12/08/19

CITY OF KETTERING

By: Signature of Department Signature of Special Employee Rory Korzan (print or type Director's name)

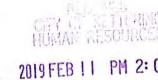
Date signed: 12/13/18

Date signed by employee: 12-1-18

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

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 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 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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CITY OF KETTERING	Dn 1/11.
By: Signature of Department	Signature of Special Employee
Feel	() - spream 2, projec
Director Mary Beth O'Dell	Rory Korzan
(print or type Director's name)	(print or type name of Employee)
Date signed 2/11/19	Date signed by employee: 2-2-19

Equal Opportunity Employer

5/10/2017



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



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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.
- <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: 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



2012 NOV 13 PM 4: 10

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, 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
SPECIAL EMPLOYEE for the purpose(s) of: Exercise Instructor and for performing other related duties as may be required, all subject to this Agreement.
performing other related duties as may be required, an subject to this rigidenter.
<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
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 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.
- 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 s following his or her signature. This Agreement shall terminating: 12/08/19	signed this Agreement on the day and year be in force commencing: 12/10/18 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: 11/13/18	Date signed by employee: $1(-13-1)$

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



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.
- <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.
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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 p 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 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



CITY OF KETTERING HUMAN RESOURCES

2018 NOV 30 PM 3: 43

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

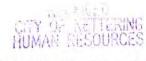
SPECIAL EMPLOYEE AGREEMENT	
This Agreement is entered into by and between the City of Kettering, Ohi the CITY and Kim Lakes hereinafter called the SPEC	o, hereinafter called CIAL EMPLOYEE
the CITY and Kim Lakes Internation of the mutual premises set forth below or simply the EMPLOYEE, in consideration of the mutual premises set forth below.	
WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby employs the per SPECIAL EMPLOYEE for the purpose(s) of: Exercise Instructor performing other related duties as may be required, all subject to this Agreement.	rsonal services of the and for
Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to	perform the services gulations, policies and penartment, whether
Section 3 — Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE's pay as required by law, inc to, federal, state and local tax withholdings and any contributions to FICA/Medic Employees Retirement system.	ement. The CITY shall luding but not limited
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Section 5 – Need for Personnel Action. The obligations of the part contingent upon a City of Kettering Personnel Action form being signed by Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.	
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- 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.
- <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 s following his or her signature. This Agreement shall terminating: 12/08/19	signed this Agreement on the day and year be in force commencing: 12/10/18 and
CITY OF KETTERING By: DAVIS Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Kim Lakes (print or type name of Employee)
Date signed: 18016	Date signed by employee: 11-26-14

Equal Opportunity Employer

5/10/2017



2018 NOV 26 AM 11: 39

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Elizabeth Larson hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
<u>Section 1 – Purposes of Employment</u> . 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
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.
<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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- <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 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.
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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 shall terminating: 12/08/19	be in force commencing: 12/10/18 and
CITY OF KETTERING By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	(print or type name of Employee)
(print or type Director's name)	

Equal Opportunity Employer

5/10/2017



2018 NOV 30 PM 3: 42

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 DEBRA LAUGHLIN or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

Section 1 - Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: 2019 FRAZE GROUP LEADER 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 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: \$19.50/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 <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 Tennination</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 sign following his or her signature. This Agreement shall be iterminating: 12/08/2019	ed this Agreement on the day and year n force commencing: 12/10/2018 and
By: Signature of Department Director Mary Beth O'Dell (print or type Director's name) Date signed: 41/30/18	Signature of Special Employee Debra Laughlin (print or type name of Employee) Date signed by employee: 11/15/18

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and 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
	For	
	Director Mary Beth O'Dell	Debia Laugnin
	(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.

, , , , , , , , , , , , , , , , , , , ,	natual promises set form below.	
WITNESSETH:	*	
Section 1 – Purposes of Employment . The C	ITY hereby employs the personal services	of the
SPECIAL EMPLOYEE for the purpose(s) of:	Water Workout Instruction	nd for
performing other related duties as may be required, al	Il subject to this Agreement.	ici ici
Section 2 — Rules, Supervision. The SPECIAl required in a professional manner which is consistent to procedures of the CITY and its	with all applicable rules, regulations, policie CA Department, wl L EMPLOYEE further agrees to submit to	es and
Section 3 – Compensation. The CITY agrees provided, in the following manner: 20.00/	/hr. No other compens	eation
or benefits is either implied or due, except as expressly make deductions from the SPECIAL EMPLOYEE's pa	y provided for in this Agreement. The CITY	shall
to, federal, state and local tax withholdings and any co Employees Retirement system.	ontributions to FICA/Medicare or the Ohio F	Public
The Control of the Co		

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.
- <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.

	Agreement shall be in force commencing: 12/09/19 and
CITY OF KETTERING By:	DAVIS Beheconliphort
Signature of Department	Signature of Special Employee
fer	Debased Lankart
Director Mary Beth O'Del	
(print or type Director's nam	e) (print or type name of Employee)
Date signed:11/13/14	Date signed by employee: 11/11/2019

Equal Opportunity Employer

5/10/2017



2018 NOV 26 AM 9: 11

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

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 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	the CITY and Rebecca Lephart	hereinafter called the SPECIAL EMPLOYEE
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SPECIAL EMPLOYEE for the purpose(s) of:	WITNESSETH:	
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 1 – Purposes of Employment. The SPECIAL EMPLOYEE for the purpose(s) of:	CITY hereby employs the personal services of the Water Workout Instruction and for
required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its	performing other related duties as may be required	, all subject to this Agreement.
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the City Charter.	CITY have an employee-employer relationship we basis. Specifically, the SPECIAL EMPLOYEE has subject to fourteen (14) days' written notice, and the days' written notice, unless specified otherwise has temporary, subject to the terms of this Agreement	which is conditioned upon an "employment-at-will" is 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

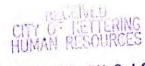
- Section 5 Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
- Section 6 Termination Without 14 Days' Notice. The CITY 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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- $\underline{\text{Section 9}-\text{Compensation on Termination}}$. 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 part following his or her signature. This Agreement terminating: 12/08/19	ty has signed this Agreement on the day and year at shall be in force commencing: 11/26/18 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Rebecca Lephart (print or type name of Employee)
Date signed:	Date signed by employee: 119-2018

Equal Opportunity Employer

5/10/2017



2018 NOV 30 PM 3: 42

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 MELISSA LEWIS or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

Section 1 - Purposes of Employment . The CITY hereby employs the personal services of the WITNESSETH: SPECIAL EMPLOYEE for the purpose(s) of: 2019 FRAZE CROWD MANAGEMENT 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 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: \$14.50/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.
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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.
- <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 I4 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: 12/08/2019	signed this Agreement on the day and year be in force commencing: 12/10/2018 and
CITY OF KETTERING	. 0
PEVAN	Melissa A. Leurs
By: SAMS	Mussa M. Alllis
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Molisca Alpuis
(print or type Director's name)	(print or type name of Employee)
Date signed: 11/30/18	Date signed by employee:// -// \&
Approved as to form:	
Theodore A. Hamer III Law Director	
Law Director	
Equal Opportur	nity Employer
5/10/2017	
RESET FORM	· ·



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 Kelsey Listerman or simply the EMPLOYEE, in consideration of the mutual premises set forth below. WITNESSETH: $\underline{Section\ 1-Purposes\ of\ Employment}\ .\ The\ CITY\ hereby\ employs\ the\ personal\ services\ of\ the$ Ice Skating 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 \$20.00/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 - Employec-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the

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

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

Section 6 – Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section I 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 particular following his or her signature. This Agreement terminating: 12/08/19	ent shall be in force commencing: 12/10/18 and
CITY OF KETTERING	as Kelder Lands
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Kelsey Listerman
(print or type Director's name)	(print or type name of Employee)
Date signed: 11 7 18	Date signed by employee: \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\

Equal Opportunity Employer

5/10/2017



2018 DEC 17 PM 4: 14

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

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 Instructor 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 subacquently adapted. 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 subacquently adapted. 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 subacquently adapted.
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: \$42.93/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.

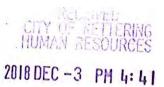
Section 6 - Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s)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

IN WITNESS WHEREOF, each party has si following his or her signature. This Agreement shall be terminating: 12/08/19	- · · · · · · · · · · · · · · · · · · ·
CITY OF KETTERING	
By: Practical By:	Kusuf Kystin
Signature of Department	Signature of \$pecial Employee
PUL	3
Director Mary Beth O'Dell	Kelsey Listerman
(print or type Director's name)	(print or type name of Employee)
Date signed: 12/17/18	Date signed by employee: 12/15/2018

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 BRANDON LOWERY 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: Facilities Coordinator: Ceramics Technician 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: \$16.21 per hour for 20 hours per week . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
- 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 ha following his or her signature. This Agreement shaterminating: 12/8/2019	s signed this Agreement on the day and year all be in force commencing: 12/10/2018 and
CITY OF KETTERING	Jon Von
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	BRANDON LOWERY
(print or type Director's name)	(print or type name of Employee)
Date signed: 1213/8	Date signed by employee: 121118

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.

WITNESSETH:

<u>Section 1 – Purposes of Employment</u> . The	CITY hereby employs the person	al services of the
SPECIAL EMPLOYEE for the purpose(s) of:	Private 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:

\$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.

<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 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.

IN WITNESS WHEREOF, each party h following his or her signature. This Agreement sh terminating: 12/08/19	nas signed this Agreement on the day and year nall be in force commencing: 08/21/19 and
CITY OF KETTERING	
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Michelle Madsen (print or type name of Employee)
Date signed: 8/22/19	Date signed by employee: \$\langle 1 \rangle 1 \rangle 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 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.

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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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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



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:
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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
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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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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



HUMAN RESOURCES
2018 NOV 26 AM II: 36

CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Stephanie Malesko 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	he CITY hereby employs the per	sonal services of the
SPECIAL EMPLOYEE for the purpose(s) of:_	Exercise Instructor	and for
performing other related duties as may be require	ed, all subject to this Agreement.	

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

Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 23.50/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.

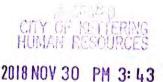
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- <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either 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.

	Agreement shall be in force commencing: 12/10/18 and
CITY OF KETTERING	And Vm lips
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'De (print or type Director's nan	
Date signed:	Date signed by employee: 11/20/18

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 NICOLE MALS 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>2019 FRAZE CROWD MANAGEMENT</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: \$14.50/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.
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IN WITNESS WHEREOF, each party has sig following his or her signature. This Agreement shall be	e in force commencing: 12/10/2018 and
terminating: <u>12/08/2019</u>	
CITY OF KETTERING	
By: DAVIS	Nivoli E. Mals
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Nich E Mals
(print or type Director's name)	(print or type name of Employee)
Date signed: W(30/18	Date signed by employee: 11/11/18

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	
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	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	
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	and local tax withholdings and any		
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Employees Retire	mone system.		
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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
Fon	
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 the CITY and Brittany Mason or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

,	•	
WITNESSETH:		
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SPECIAL EMPLOYEE for the purpose(s) of:		and for
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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 I of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- Section 12 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- <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: 12/08/19	t shall be in force commencing: 11/03/19 and
CITY OF KETTERING By: PAN	12 garring
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: 10/28//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 **Brittany Mason** 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 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.
- <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 of following his or her signature. This Agreement sterminating: 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: 11/11/19

Equal Opportunity Employer

5/10/2017





CITY OF KETTERING 2019 JUL 25 PM 4: 11 SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Clayton Mathile 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: 20.00/hr
Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
<u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
Section 6 – Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the

event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired

by the CITY.

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <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 shalterminating: 12/08/19	s signed this Agreement on the day and year ll be in force commencing: 07/24/19 and
CITY OF KETTERING By: By:	15=
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Clayton Mathile
(print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee: 7/24/19

Equal Opportunity Employer

5/10/2017





2019 JUL 24 AM 11: 07

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

77:11

terminating: 12/08/19	
CITY OF KETTERING	- mit
By:	Clayon Markel
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Clayton Mathile
(print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee:

Equal Opportunity Employer

5/10/2017

2018 NOV 26 AM 11: 38



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called
the CITY and Meryl Matthews 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.
Value 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1
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.
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.

<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 sign following his or her signature. This Agreement shall be terminating: 12/08/19	ned this Agreement on the day and year in force commencing: 12/10/18 and
CITY OF KETTERING By:	M
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell 1/76/18	Meryl Matthews
(print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee:

Equal Opportunity Employer

5/10/2017



COY CONTENTION OF THE PRINCE HUMAN RESOURCES
2018 DEC 13 AM 9:51

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.
- <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.

following his or her signature. This Agreement she terminating: Dec 8, 2019	nall be in force commencing: January 7, 2019 and
CITY OF KETTERING By: Tayar	Aug. l. Harris
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 by employee: _____

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year

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

Equal Opportunity Employer

5/10/2017





2019 SEP 27 AM 8: 22

This Agreement is entered into by and between the City of K the CITY and Cherie McCain hereinafter called	Lettering, Ohio, hereinafter called ed the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration of the mutual premises	
WITNESSETH:	
Section 1 - Purposes of Employment. The CITY hereby employment	ploys the personal services of the
SPECIAL EMPLOYEE for the purpose(s) of: Instruction	tor and for
performing other related duties as may be required, all subject to this	Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYER required in a professional manner which is consistent with all applicate procedures of the CITY and itsPRCA	ole rules, regulations, policies and Department, whether
existing now or subsequently adopted. The SPECIAL EMPLOYEE lawful supervision and direction of those in authority on the CITY's st	
Section 3 – Compensation. The CITY agrees to pay the SPE provided, in the following manner: 10.00/hr. or benefits is either implied or due, except as expressly provided for in make deductions from the SPECIAL EMPLOYEE's pay as required to, federal, state and local tax withholdings and any contributions to F Employees Retirement system.	. No other compensation in this Agreement. The CITY shall by law, including but not limited
Section 4 – Employee-at-Will, Notice of Termination. The CITY have an employee-employer relationship which is conditione basis. Specifically, the SPECIAL EMPLOYEE has the right to termi subject to fourteen (14) days' written notice, and the CITY has the sa days' written notice, unless specified otherwise herein. The SPECIA temporary, subject to the terms of this Agreement and is in the uncl the City Charter.	d upon an "employment-at-will" nate this Agreement at any time, ame right, subject to fourteen (14) AL EMPLOYEE's status shall be
<u>Section 5 – Need for Personnel Action</u> . The obligations of contingent upon a City of Kettering Personnel Action form being Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.	
Section 6 – Termination Without 14 Days' Notice. The CITY any time, without necessity of the fourteen (14) days' written notice Agreement, when in the sole determination of the CITY the comm	e referred to in Section 4 of this

event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired

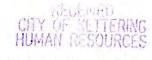
by the CITY.

- 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.

	party has signed this Agreement on the day and year nent shall be in force commencing: 09/30/19 and
CITY OF KETTERING	
By: Pyar	_ Chi (Mili
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Cherie McCain
(print or type Director's name)	(print or type name of Employee)
Date signed: 9/27/19	Date signed by employee: A-ZM-1A

Equal Opportunity Employer

5/10/2017



2018 NOV 30 PM 3: 44

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Bryan McCalllister hereinafter called the SPECIAL EMPLOYEE
the CITY and Bryan McCalllister hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Lifeguard Training and for performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 10.00/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
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

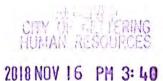
by the CITY.

- 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 Agreemen	ty has signed this Agreement on the day and year at shall be in force commencing: 12/10/18 and
terminating: 12/08/19	
CITY OF KETTERING	
By: Pran	en Us Ruin.
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Bryan McCallister
(print or type Director's name)	(print or type name of Employee)
Date signed: \\20/14	Date signed by employee: 11/16/16

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 hereinafter called the SPECIAL EMPLOYEE
This Agreement is entered into by and between the City of Kettering, One, incommendation of 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 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: 21.00hr. 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.

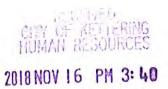
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE 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.

IN WITNESS WHEREOF, each particle following his or her signature. This Agreem terminating: 12/08/19	ent shall be in force commencing: 12/10/18 and
CITY OF KETTERING	
CITT OF RETTERMING	moce moce
By:	Barry Mc Cure
Signature of Department	Signature of Special Employee
POK	Barry McCune
Director Mary Beth O'Dell	
(print or type Director's name)	(print or type name of Employee)
Date signed: w/13/18	Date signed by employee: 11/13/18

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 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 provided, in the following manner: 25.75/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 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 desire 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 I of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- Section 12 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

following his or her signature. This Agreement sl terminating: 12/08/19	nall be in force commencing: 12/10/18 and and
CITY OF KETTERING	
By: Privis	Bary Mc Cune
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Barry McCune
(print or type Director's name)	(print or type name of Employee)
Date signed: 1/13/16	Date signed by employee: 11 13 18

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and 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 Employ			
SPECIAL EMPLOYEE for the purpor			and for
performing other related duties as may	be required, all su	bject to this Agreement.	
Section 2 - Rules, Supervision	n. The SPECIAL	EMPLOYEE agrees to per	form the services
required in a professional manner which	n is consistent with	n all applicable rules, regulat	ions, policies and
procedures of the CITY and its	PRCA	Depa	rtment, whether
existing now or subsequently adopted.	The SPECIAL E	EMPLOYEE further agrees	to submit to the
lawful supervision and direction of those			
Section 3 – Compensation. The	e CITY agrees to	pay the SPECIAL EMPLO	YEE, for services
	21.25/nr.	. 140 01	
provided, in the following manner:			
provided, in the following manner: or benefits is either implied or due, exce	ept as expressly pr	ovided for in this Agreemen	t. The CITY shall
provided, in the following manner:	ept as expressly pr MPLOYEE's pay a	ovided for in this Agreemen as required by law, includin	t. The CITY shall g 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 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.

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



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. T	he CITY hereby employs the personal service	es of the
SPECIAL EMPLOYEE for the purpose(s) of:	Naturalist	and for
performing other related duties as may be require		
	PECIAL 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:

 \$13.91 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 (I4) 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.
- 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 following his or her signature. This Agreement sharminating: Dec 8, 2019	nall be in force commencing: Dec 10, 2018 and
CITY OF KETTERING	ll 11 m - 11
By: Signature of Department	Signature of Special Employee
FM	
Director Mary Beth O'Dell	Shenandoah McGlone
(print or type Director's name)	(print or type name of Employee)
Date signed: 11/27/18	Date signed by employee: 11/20/18

Equal Opportunity Employer

5/10/2017



2018 NOV 26 AM 11: 34

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

the CITY and Alexis McLaughlin	hereinafter called the SP	ECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration o	f the mutual premises set forth	below.
WITNESSETH:		
Section 1 - Purposes of Employment.	The CITY hereby employs the	personal services of the
SPECIAL EMPLOYEE for the purpose(s) of:	Exercise Instructor	and for
performing other related duties as may be requi		
Section 2 - Rules, Supervision. The S		
required in a professional manner which is cons		
procedures of the CITY and its	PROJECT PLANTE CONTRACTOR	Department, whether
existing now or subsequently adopted. The SI		igrees to submit to the
lawful supervision and direction of those in auth	ority on the CITY's staff.	
Section 3 - Compensation. The CITY a	agrees to pay the SPECIAL EM	MPLOYEE, for services
provided, in the following manner:	22.50/hr.	No other compensation
or benefits is either implied or due, except as ex	pressly provided for in this Agr	eement. The CITY shall
make deductions from the SPECIAL EMPLOY.	EE's pay as required by law, ir	cluding but not limited
to, federal, state and local tax withholdings and		
Employees Retirement system.	A STATE OF THE STA	

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.
- 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: 12/08/19	• • •
CITY OF KETTERING By: Signature of Department	Alexing Medaugh. Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	Alexis McLaughlin (print or type name of Employee) Date signed by employee: 11/19/18

Equal Opportunity Employer

5/10/2017

RESET#FORM



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.

- 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 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 Matthew McMahon hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

nereinafter called the SPECIAL EN	IPLOYEE
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 and services are serviced as the control of	vices 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 to required in a professional manner which is consistent with all applicable rules, regulations, purposedures of the CITY and its	olicies and
existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to sub- lawful supervision and direction of those in authority on the CITY's staff.	omit to the
Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, f	or services
provided, in the following manner: 16.00/hr. No other con	npensation
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 it	not limited
to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the C	hio 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.

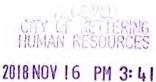
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE 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 shall terminating: 12/08/19	signed this Agreement on the day and year be in force commencing: 01/14/19 and
CITY OF KETTERING	
PINE	
By: SAUS	Just Milhh
Signature of Department	5.000
Signature of Department	Signature of Special Employee
Pil I OID II	14-44b-200-14-14-1
Director Mary Beth O'Dell	Matthew McMahon
(print or type Director's name)	(print or type name of Employee)
Date signed: \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Date signed by employee: 1/10/11

Equal Opportunity Employer

5/10/2017





This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called Ashley Meadows 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 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 15.00/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

<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.

Employees Retirement system.

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

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

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- 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.

		signed this Agreement on the day and year be in force commencing: 12/10/18 a	ınd
CITY OF KETTERING By:	PRYAM	Tsa ala A Seoda	P
Signature of Departme	ent	Signature of Special Employee	
Director Mary Beth	O'Dell	Ashley Meadows	
(print or type Director'		(print or type name of Employee)	
Date signed:	118	Date signed by employee: \\\/13/	18

Equal Opportunity Employer

5/10/2017



2018 NOV 16 PM 3: 40

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

the CITY and Austin Mefford	hereinafter called the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in considera	tion of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employm	nent. 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.
required in a professional manner which is	The SPECIAL EMPLOYEE agrees to perform the services s consistent with all applicable rules, regulations, policies and PRCA Department, whether
existing now or subsequently adopted. I lawful supervision and direction of those i	The SPECIAL EMPLOYEE further agrees to submit to the n authority on the CITY's staff.
provided, in the following manner: or benefits is either implied or due, excep make deductions from the SPECIAL EM	CITY agrees to pay the SPECIAL EMPLOYEE, for services 25.75/hr. No other compensation as expressly provided for in this Agreement. The CITY shall PLOYEE's pay as required by law, including but not limited gs and any contributions to FICA/Medicare or the Ohio Public
CITY have an employee-employer relationaries. Specifically, the SPECIAL EMPLO subject to fourteen (14) days' written notice, unless specified others.	Notice of Termination. The SPECIAL EMPLOYEE and the ionship which is conditioned upon an "employment-at-will" DYEE has the right to terminate this Agreement at any time, ice, and the CITY has the same right, subject to fourteen (14) nerwise herein. The SPECIAL EMPLOYEE's status shall be agreement and is in the unclassified Civil Service pursuant to
Section 5 – Need for Personne contingent upon a City of Kettering Personne Manager, so as to authorize hiring of the	<u>I Action</u> . The obligations of the parties are subject to and ersonnel Action form being signed by or through the City SPECIAL EMPLOYEE.

d y

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.
- $\underline{\text{Section 9}-\text{Compensation on Termination}}$. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- Section I2 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <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 wing his or her signature. This Agreement shall be in nating: 12/08/19	
CITY By:	OF KETTERING Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell (print or type Director's name)	Austin Mefford (print or type name of Employee)
Á	Date signed: w/13/18	Date signed by employee: 11/10/2018

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and bet	ween the City of Kettering, C	onio, neremanter caned
the CITY and Austin Mefford	hereinafter called the SPI	ECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration of the	he mutual premises set forth b	pelow.
WITNESSETH:		
Section 1 - Purposes of Employment. Th	e CITY hereby employs the p	personal services of the
SPECIAL EMPLOYEE for the purpose(s) of:	Personal Trainer	and for
performing other related duties as may be require	d, all subject to this Agreemer	nt.
		100000000000000000000000000000000000000
Section 2 - Rules, Supervision. The SPE	ECIAL EMPLOYEE agrees to	o perform the services
required in a professional manner which is consist	ent with all applicable rules, re	egulations, policies and
procedures of the CITY and its	PRCA	Department, whether
existing now or subsequently adopted. The SPE	CIAL EMPLOYEE further a	grees to submit to the
lawful supervision and direction of those in authori	ity on the CITY's staff.	
		and evistation 2
Section 3 - Compensation. The CITY ag	rees to pay the SPECIAL EM	IPLOYEE, for services
provided, in the following manner: 20).75/hr	No other compensation
or benefits is either implied or due, except as expr	essly provided for in this Agre	eement. The CITY shal
make deductions from the SPECIAL EMPLOYER	E's pay as required by law, in	cluding but not limited
to, federal, state and local tax withholdings and ar	ny contributions to FICA/Med	icare or the Ohio Public
Employees Retirement system.		
Section 4 - Employee-at-Will, Notice of	f Termination. The SPECIAL	EMPLOYEE and the
CITY have an employee-employer relationship	which is conditioned upon ar	1 "employment-at-will"
basis. Specifically, the SPECIAL EMPLOYEE has	as the right to terminate this A	Agreement at any time
subject to fourteen (14) days' written notice and	the CITY has the same right.	subject to fourteen (14

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

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

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

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

IN WITNESS WHEREOF, each party has following his or her signature. This Agreement sha terminating: 12/08/19	s signed this Agreement on the day and year Il be in force commencing: 12/10/18 and
By: Signature of Department Director Mary Beth O'Dell (print or type Director's name)	Signature of Special Employee Austin Mefford (print or type name of Employee)
Date signed:	Date signed by employee: 1\ /10 2010

Equal Opportunity Employer

5/10/2017



HUMAN RESCURCES

2019 FEB 11 PM 2: 10

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and David Miller 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: \$20.00/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 be following his or her signature. This Agreement sterminating: 12/08/19	has signed this Agreement on the day and year hall be in force commencing: 02/07/19 and
CITY OF KETTERING	Ole VI
By: Signature of Department	Signature of Special Employee
Fun	Signature of Special Employee
Director Mary Beth O'Dell	David Miller
(print or type Director's name)	(print or type name of Employee)
Date signed: 2/11/15	Data signed by applayage 2/1/2019

Equal Opportunity Employer

5/10/2017



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

1 / · · · · · · · · · · · · · · · · · ·	matau promises set form below	•
WITNESSETH:		
<u>Section 1 – Purposes of Employment</u> . The	CITY hereby employs the person	nal services of the
SPECIAL EMPLOYEE for the purpose(s) of:	Private Instructor	and for
performing other related duties as may be required,		
<u>Section 2 – Rules, Supervision</u> . The SPEC required in a professional manner which is consisten	CIAL EMPLOYEE agrees to perl	form the services
procedures of the CITY and its PRO	CA Dena	rtment, whether
existing now or subsequently adopted. The SPECI	AL 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 agree	es to pay the SPECIAL EMPLO	YEE, for services
provided, in the following manner: \$4	9.53/hr No oth	her compensation
or benefits is either implied or due, except as express	sly provided for in this Agreemen	t. The CITY shall
make deductions from the SPECIAL EMPLOYEE's	pay as required by law, includin	g but not limited
to, federal, state and local tax withholdings and any	contributions to FICA/Medicare of	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.

follov termi	IN WITNESS WHEREOF, each party has s ving his or her signature. This Agreement shall be nating: 12/08/19	igned this Agreement on the day and year oe in force commencing: 09/03/19 and
CITY	OF KETTERING	
By:	DAINS	O hour LM. ll
۵,۰	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell	Deborah Miller
	(print or type Director's name)	(print or type name of Employee)
	Date signed: 8/28/19	Date signed by employee: $\frac{6/78/9}{9}$

Equal Opportunity Employer

5/10/2017



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

WITNESSETH:

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

Section 2 — Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and 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 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.
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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.

follov termi	IN WITNESS WHEREOF, each party has sign wing his or her signature. This Agreement shall be inating: 12/08/19	ed this Agreement on the day and year n force commencing: 09/03/19 and
CITY	Y OF KETTERING	
Ву:	Examples	Rubonah I M
	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell	Deborah Miller
	(print or type Director's name)	(print or type name of Employee)
	Date signed: 8/28/19	Date signed by employee:

Equal Opportunity Employer

5/10/2017



2018 DEC -5 AM 8: 15

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

	between the City of Kettering, Onto, herematter cance
the CITY and Jessica Moffitt	hereinafter called the SPECIAL EMPLOYER
or simply the EMPLOYEE, in consideration of	f the mutual premises set forth below.
WITNESSETH:	
	The CITY hereby employs the personal services of the
SPECIAL EMPLOYEE for the purpose(s) of:	Health and Safety Instructor and fo
performing other related duties as may be requi	red, all subject to this Agreement.
	PECIAL EMPLOYEE agrees to perform the service
	istent with all applicable rules, regulations, policies and
procedures of the CITY and its	PRCA Department, whether
existing now or subsequently adopted. The SP	PECIAL EMPLOYEE further agrees to submit to the
lawful supervision and direction of those in author	ority on the CITY's staff.
Section 3 – Compensation. The CITY a	agrees to pay the SPECIAL EMPLOYEE, for service
provided, in the following manner:	12.00/hr. No other compensation
or benefits is either implied or due, except as ex	pressly provided for in this Agreement. The CITY shall
make deductions from the SPECIAL EMPLOYI	EE's pay as required by law, including but not limited
	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.

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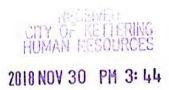
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <u>any way</u> subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL 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 I1 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- Section 12 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

IN WITNESS WHEREOF, each party following his or her signature. This Agreement terminating: 12/08/19	has signed this Agreement on the day and year shall be in force commencing: 12/09/18 and
CITY OF KETTERING	* . /
By: By BANS	
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Jessica Moffitt
(print or type Director's name)	(print or type name of Employee)
Date signed: 12/5/18	Date signed by employee: 12/4/18

Equal Opportunity Employer

5/10/2017





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

the CTTY and Jessica World neremarker caned the STECIAL ENTIRE
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 Instructor and for performing other related duties as may be required, all subject to this Agreement.
performing other related duties as may be required, an 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: 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.

<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 detennined 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.
- <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 following his or her signature. This Agreement terminating: 12/08/19	y has signed this Agreement on the day and year shall be in force commencing: 12/10/18 and
By: Signature of Department	Signature of Special Employee
Signature of Department Director Mary Beth O'Dell (print or type Director's name)	Jessica Moffitt (print or type name of Employee)
Date signed: W 30/18	Date signed by employee: 11/27/18

Equal Opportunity Employer

5/10/2017





2018 NOV 30 PM 3: 44

This Agreement is entered into by and be the CITY and Jessica Moffitt	between the City of Kettering, Ohio, herei hereinafter called the SPECIAL E	nafter called
or simply the EMPLOYEE, in consideration of	f the mutual premises set forth below.	
WITNESSETH: Section 1 – Purposes of Employment . To SPECIAL EMPLOYEE for the purpose(s) of:	The CITY hereby employs the personal se Lifeguard Training	ervices of the
performing other related duties as may be require	red, all subject to this Agreement.	
Section 2 – Rules, Supervision. The Strequired in a professional manner which is consiprocedures of the CITY and its existing now or subsequently adopted. The SF lawful supervision and direction of those in authorized the section of the section o	PECIAL EMPLOYEE further agrees to s	, policies and ent, whether
Section 3 – Compensation. The CITY a provided, in the following manner: or benefits is either implied or due, except as exmake deductions from the SPECIAL EMPLOY to, federal, state and local tax withholdings and Employees Retirement system.	spressly provided for in this Agreement. In EE's pay as required by law, including bu	compensation ne CITY shall nt not limited
Section 4 – Employee-at-Will, Notice CITY have an employee-employer relationship basis. Specifically, the SPECIAL EMPLOYEE subject to fourteen (14) days' written notice, an days' written notice, unless specified otherwise temporary, subject to the terms of this Agreem the City Charter.	has the right to terminate this Agreement of the CITY has the same right, subject to be herein. The SPECIAL EMPLOYEE's s	ment-at-will" t at any time, fourteen (14) tatus shall be
the Ony Charton		

<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.
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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.
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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 particular following his or her signature. This Agreement terminating: 12/08/19	ty has signed this Agreement on the day and year nt shall be in force commencing: 12/10/18 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Jessica Moffitt (print or type name of Employee)
Date signed: Walls	Date signed by employee: 11/27/18

Equal Opportunity Employer

5/10/2017

2018 NOV 26 AM 11: 37

the City Charter.

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Robyn Moore 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: 22.00/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

<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.

	arch party has signed this Agreement on the day and year greement shall be in force commencing: 12/10/18 and
CITY OF KETTERING	Goban Mooce
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Robyn Moore
(print or type Director's name)	(print or type name of Employee)
Date signed: 4/26/4	Date signed by employee: 11 20-20/6

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Robyn Moore 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 **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 22,25/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

<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.

Employees Retirement system.

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.

<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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- 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.

IN WITNESS WHEREOF, each party h following his or her signature. This Agreement sh terminating: 12/06/20	as signed this Agreement on the day and year nall be in force commencing: 12/09/19 and
CITY OF KETTERING By: DAVI	2000m No
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Robyn Moore
(print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee: 11/8/P)

Equal Opportunity Employer

5/10/2017