



**CITY OF KETTERING**  
**SPECIAL EMPLOYEE AGREEMENT**

RECEIVED  
CITY OF KETTERING  
HUMAN RESOURCES  
2021 JUL 27 PM 4:53

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

**WITNESSETH:**

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

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

Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$15/hr. . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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

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

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.

Section 9 – 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.

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 be brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.

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

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

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 08/02/21 and terminating: 01/02/22

**CITY OF KETTERING**

By:

  
Signature of Department

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

Date signed: 7/27/21

  
Signature of Special Employee

Glenda Mesta  
(print or type name of Employee)

Date signed by employee: 7/26/21

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

**Equal Opportunity Employer**

5/10/2017

**RESET FORM**





CITY OF KETTERING  
SPECIAL EMPLOYEE AGREEMENT

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**WITNESSETH:**

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

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Section 9 – 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.

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 be brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.

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**CITY OF KETTERING**

By:   
Signature of Department

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

Date signed: 7/27/21

  
Signature of Special Employee

Glenda Mesta  
(print or type name of Employee)

Date signed by employee: 7/26/21

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

**Equal Opportunity Employer**

5/10/2017

**RESET FORM**



2021 JUL 27 PM 4: 54



## CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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: Instructor and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$25.25/hr. . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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Section 9 – 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.

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 be brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.

Section 13 – Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties 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 signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 08/02/21 and terminating: 01/02/22

**CITY OF KETTERING**

By:   
Signature of Department

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

Date signed: 7/27/21

  
Signature of Special Employee

Deborah Miller  
(print or type name of Employee)

Date signed by employee: 7/23/21

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

**Equal Opportunity Employer**

5/10/2017

**RESET FORM**



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SPECIAL EMPLOYEE AGREEMENT**

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Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$49.53/hr. . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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Section 9 – 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.

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.

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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: 08/02/21 and terminating: 01/02/22

**CITY OF KETTERING**

By:   
Signature of Department

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

Date signed: 7/21/21

  
Signature of Special Employee

Deborah Miller  
(print or type name of Employee)

Date signed by employee: 7/23/21

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

**Equal Opportunity Employer**

5/10/2017

**RESET FORM**

RECEIVED  
CITY OF KETTERING  
HUMAN RESOURCES

2021 JUL 27 AM 11:56



## CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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

### **WITNESSETH:**

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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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**CITY OF KETTERING**

By: \_\_\_\_\_

Signature of Department

Director Mary Beth O'Dell

(print or type Director's name)

Date signed: \_\_\_\_\_

7/21/21

\_\_\_\_\_  
Signature of Special Employee

Leslie Nachbauer

(print or type name of Employee)

Date signed by employee: \_\_\_\_\_

7-23-2021

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

**Equal Opportunity Employer**

5/10/2017

RESET FORM



**CITY OF KETTERING**  
**SPECIAL EMPLOYEE AGREEMENT**

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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.

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.

Section 9 – 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.

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 be brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.

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

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

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

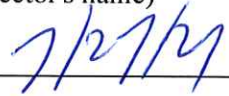


IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 08/02/21 and terminating: 01/02/22

**CITY OF KETTERING**

By:   
Signature of Department

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

Date signed: 

  
Signature of Special Employee

Leslie Nachbauer  
(print or type name of Employee)

Date signed by employee: 7-23-2021

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

**Equal Opportunity Employer**

5/10/2017

**RESET FORM**

2021 JUL 27 AM 11:58



## CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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

### WITNESSETH:

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

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

Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$25.25/hr.. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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.

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.

Section 9 – 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.

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 be brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.

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

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

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 08/02/21 and terminating: 01/02/22

**CITY OF KETTERING**

By:

  
Signature of Department

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

Date signed: 7/27/21

  
Signature of Special Employee

Lisa Reibly  
(print or type name of Employee)

Date signed by employee: 7/25/21

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

**Equal Opportunity Employer**

5/10/2017

RESET FORM



2021 JUL 27 AM 11:57



## CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Lisa Reibly 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 Lesson 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: \$49.53/hr.. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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

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

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.

Section 9 – 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.

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 be brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.

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

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

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 08/02/21 and terminating: 01/02/22

**CITY OF KETTERING**

By:

*Mary Beth O'Dell*  
Signature of Department

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

Date signed: 7/27/21

*Lisa Reibly*  
Signature of Special Employee

Lisa Reibly  
(print or type name of Employee)

Date signed by employee: 7/25/21

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

**Equal Opportunity Employer**

5/10/2017

RESET FORM

**EMPLOYMENT AGREEMENT**

This agreement to employ a City Manager (this "Agreement") is made and entered into by and between **THE CITY OF KETTERING, OHIO**, a municipal corporation, hereinafter called "Employer" or "City", and **MARK W. SCHWIETERMAN**, hereinafter called "Employee."

**WITNESSETH:**

WHEREAS, the Employee has been employed by the City in excess of twenty-five years in various positions, including being employed the twelve immediate previous years in the position of City Manager; and

WHEREAS, the current agreement between the Employer and the Employee will very soon or has only recently terminated by its own operation; and

WHEREAS, in conformance with Section 5-1 of the Charter of the City of Kettering, the Employer desires to retain the services of said Employee as the City Manager of the City of Kettering, and Employee desires to be retained in the same position;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1 - DUTIES**

Employer hereby agrees to employ said Mark W. Schwieterman as City Manager of said Employer to perform the functions and duties specified in the Charter of the City of Kettering, Ohio, the Kettering Codified Ordinances and Administrative Rules and Regulations, as the same presently exist or may hereinafter be amended, and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign to the City Manager.

Refer to:  
Resolution No. 10219-18  
dated 11-27-18



## SECTION 2 - TERM

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Employee, with or without reason, and at any time, subject only to the provisions set forth in Section 4, Paragraphs A, B and C, of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 4, Paragraph C, of this Agreement.

C. Employee agrees to remain in the exclusive employ of Employer, and neither to accept other employment nor to become employed by any other employer before providing to Employer at least sixty (60) calendar days advance written notice of Employee's intent to terminate this Agreement. For the purposes of this Section of this Agreement, the term "employed" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on employee's time off. Nothing herein shall be construed to permit a conflict of interest between those activities and the Employee's responsibilities to Employer. "Consulting" includes work of a temporary, part-time nature that does not interfere with or detract from Employee's responsibilities to Employer. For avoidance of doubt, Employee may not perform consulting for or work for any government entity or political subdivision during the term of this Agreement.

## SECTION 3 - SUSPENSION

Employer may suspend the Employee with full pay and benefits at any time during the term of this Agreement, but only in accordance with Section 5-6 of the Kettering City Charter.

## SECTION 4 - TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated without cause during the term of this Agreement and during such time as Employee is willing to perform his duties under this Agreement, Employer agrees to pay to Employee: (i.) any unpaid balance of salary then due Employee; (ii.) a lump sum cash payment ("Severance Pay") equal to 12 months aggregate salary; and (iii.) twelve months of continued family plan health insurance coverage under COBRA during which Employer will pay the standard City of Kettering share of the premium costs for City of Kettering employee family plan health insurance coverage with Employee paying any difference; if at any time after termination Employee becomes eligible for and

receives health insurance coverage under another health insurance plan, then this health insurance severance benefit will terminate; and (iv.) a payment for any accrued leave pursuant to the then adopted policies of the City. Such payments shall be subject to normal deductions for PERS, taxes and other withholdings required by law, and such deductions and withholdings shall be made by Employer on Employee's behalf.

B. Notwithstanding the provisions of Subparagraph "A" above, the Employer shall have the right to terminate this Agreement without Severance Pay in the event Employee is convicted of a criminal offense (other than a traffic offense). In addition, the City Council of the City of Kettering may, nevertheless, terminate this Agreement without Severance Pay for malfeasance or serious misconduct on the part of Employee, provided that five (5) or more of the members of the Kettering City Council are in agreement as to such termination. In the event such action is contemplated, Employee shall be advised in writing of the specific instances of such malfeasance or misconduct and pursuant to Section 5-6 of the Kettering City Charter shall be provided with an opportunity to be heard with respect thereto. Any termination under this provision shall entitle Employee to payment for unused vacation pay to the extent provided for herein.

C. If at any time during the term of this Agreement Employer refuses, following written notice, to comply with any provision of this Agreement benefiting Employee, or if Employee resigns at the request of at least five (5) of the members of City Council, Employee may, at his option, be deemed terminated and entitled to Severance Pay as provided in Paragraph A, above, of this Section 4, unless such resignation is requested for just cause.

#### SECTION 5 - SALARY

A. Employer agrees to pay Employee for his services rendered pursuant to this Agreement as follows: (i.) for the period commencing December 24, 2018 up through and including December 23, 2019 or the end date of the pay period closest to December 23, 2019, and subject to the provisions of Subsection "C" of this Section 5, Employee shall be paid a "base salary" calculated with an hourly base rate of \$85.54 per hour; and (ii.) for the period commencing December 23, 2019, or the start date of the pay period closest to December 23, 2019, up through and including December 31, 2022 the base salary of the Employee shall be periodically increased or decreased pursuant to the provisions of Subsection "C" of this Section 5.

B. The annual base salary of the Employee is based on a 2,080 work hour year, regardless of the actual amount of hours worked by Employee, plus a 26 pay period year. If the Employee is employed during a year with 27 pay periods, then in addition to the annual base salary Employee shall be paid for the 27<sup>th</sup> pay period an amount equal to 80 hours multiplied by the hourly base rate in effect during the 27<sup>th</sup> pay period. Employee's annual base salary shall be payable in installments at the same time as other employees of the City are paid.

C. Except as may otherwise be provided for in this Agreement, at each time on or after December 24, 2018, that Employer uniformly increases or decreases the maximum salary levels of all Department Head positions and the position of Assistant City Manager of the City (pay grade levels 722-724), Employer agrees to similarly increase or decrease the then annual base salary to Employee. In other words, if Employer should increase or decrease the maximum salary levels of Department Heads and the Assistant City Manager of the City by a uniform percentage, then Employer shall increase or decrease the then base salary of the City Manager by the same percentage as the percentage increase or decrease of the maximum salary of the Department Heads and the Assistant City Manager. (For Example: If the City Council should approve that all Department Heads and the Assistant City Manager of the City receive on a particular date a 3% increase to their annual base salary, then the City Manager shall receive on the same particular date a 3% increase to his then annual base salary).

D. At all times while this Agreement is in effect, Employer shall contribute each year, or prorated in the event of Agreement termination resulting in a portion of a year, an amount equal to ten percent (10%) of Employee's then annual salary (calculated by use of the base hourly rate in Subsection "A" or changed by the provisions of Subsection "C" hereof) to a qualified deferred compensation plan as selected by Employee.

#### **SECTION 6 - PERFORMANCE AND EVALUATION**

The City Council shall review and evaluate the performance of the Employee at least once each calendar year. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee.

#### **SECTION 7 - HOURS OF WORK**

Employee recognizes and acknowledges that Employee may be required to work a number of hours in excess of 40 hours per week to perform duties required of Employee by this Agreement. Also, it is recognized and acknowledged that because Employee must devote a certain amount of time outside the

normal office hours to business of the Employer, therefore Employee will be allowed to take compensatory time off as he shall deem appropriate during said normal office hours.

#### **SECTION 8 - AUTOMOBILE AND PHONE**

A. Employer acknowledges and agrees that Employee's duties require that at all times during his employment with Employer he shall have the exclusive and unrestricted use of an automobile provided to him by the Employer, and such automobile shall be suitable for executive use. Employer shall be responsible for paying for liability, property damage and comprehensive insurance and for the purchase (or rental), operation, maintenance, repair and regular replacement of said automobile. In lieu of an Employer provided automobile, Employee may, at Employee's sole discretion, opt for a car allowance in the amount of \$4,500.00 annually, payable in 24 equal installments. However, each time that Employer uniformly increases or decreases the car allowance for other eligible employees, the Employee's car allowance shall be similarly increased or decreased.

B. Employer acknowledges and agrees that Employee's duties require that at all times during his employment with Employer he shall have the unrestricted use of a cell phone provided to him by the Employer. Such cell phone shall be capable of data transfer, and shall be compatible with and suitable for the then current cell phone technology so that Employee can easily communicate with other cell phones using the then latest cell phone technology. Employer shall be responsible for paying for all usage of the cell phone, and for the purchase (or rental), repair and regular replacement of said cell phone. In lieu of an Employer provided cell phone, Employee may, at Employee's sole discretion, opt for a cell phone allowance in the amount of \$480.00 annually, payable in 12 equal installments. However, each time that Employer uniformly increases or decreases the cell phone allowance for other eligible employees, the Employee's cell phone allowance shall be similarly increased or decreased.

#### **SECTION 9 - VACATION, SICK AND PERSONAL LEAVE**

Employee shall accrue, and have credited to his personal account, vacation, sick and personal leave at the same rate as other general administrative employees of Employer.

#### **SECTION 10 - DISABILITY, HEALTH AND LIFE INSURANCE**

A. Employer agrees to cause to be put into force, maintained, and to make required premium payments for the benefit of Employee, insurance policies for accident, sickness, dental, disability income benefits, major medical and dependent's group insurance coverage consistent with that which is offered to



other full-time City employees or as may be specified by the then current and effective City of Kettering ordinance commonly known as the "Personnel Ordinance" or "Pay Ordinance", whichever particular policy coverage benefit may be determined greater by the Employee. Furthermore, Employer agrees to cause to be put into force, maintained, and to make required premium payments for the benefit of Employee a life insurance policy in the amount of \$250,000.00 and with the beneficiary at Employee's sole selection.

B. At a frequency of Employee's choosing, but no more frequent than once per calendar year, Employee agrees to submit to a complete physical examination by a qualified physician selected by the Employer, the cost of which shall be paid by the Employer. Employer may request and receive a copy of all medical reports related to said examination. At the request of the City Council, Employee shall submit to such a complete physical examination on an annual basis.

#### **SECTION 11 - DUES AND SUBSCRIPTIONS**

A. Employer agrees to budget and to pay for the professional dues and subscriptions of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to the Annual Conference of the International City Management Association, Ohio City Management Association and such other national, regional, state and local governmental groups and committees thereof which Employee serves as a member.

B. Employer agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

#### **SECTION 12 - GENERAL EXPENSES**

Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses as are customary and usual in pursuit of daily professional activity.

### SECTION 13 - CIVIC CLUB MEMBERSHIP

Employer recognizes the desirability of City of Kettering representation in and before local civic and other organizations. As such, Employee is authorized to become a member of the Kettering Rotary Club and other civic organizations as he can comfortably and reasonably participate in, for which Employer shall pay all expenses. All such expenses shall not exceed \$500.00 each calendar year.

### SECTION 14 - INDEMNIFICATION

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager. Employer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Notwithstanding the foregoing, however, Employer has no obligation hereunder to so defend, save harmless and indemnify employee in the event such tort, professional liability claim or demand or other legal action is based upon misconduct of Employee or Employee's willful violation of law or the willful criminal act of Employee or if Employee is delinquent with respect to his duties assumed hereunder.

### SECTION 15 - BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

### SECTION 16 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Council, in consultation with the Employee, shall fix, in writing, such other terms and conditions of employment as it may determine from time to time and which relate to the performance of Employee, provided such terms and conditions are not material to, not inconsistent with, not in conflict with and/or would require alteration or amending this Agreement, the City Charter or any policy or ordinance of the City.

B. All provisions of the City Charter and Code and regulations and rules of the Employer relating to vacation leave, sick leave, personal leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee, except as may be otherwise provided for in this Agreement.

C. Employee shall not carry forward, from one calendar year to another, vacation amounts in excess of two hundred forty (240) hours, except (i.) upon written approval of the Mayor, or (ii.) except as such amount may be exceeded by authority of the then current City of Kettering ordinance commonly known as the "Personnel Ordinance" or "Pay Ordinance" for employees providing written notice of their commitment to retire on a specific date and such employees are in Pay Grades 705 through 724. Furthermore, the Employee shall be compensated for all accrued sick leave in accordance with the then appropriate schedule available to similar City of Kettering administrative employees.

#### SECTION 17 - NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER: Mayor  
Office of the City Council  
3600 Shroyer Road – South Building  
Kettering, Ohio 45429

with a copy to:

Law Director  
City of Kettering  
3600 Shroyer Road – South Building  
Kettering, Ohio 45429

(2) EMPLOYEE: Mark W. Schwieterman



Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal

service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

#### SECTION 18 - GENERAL PROVISIONS

A. The text herein shall constitute the entire Agreement between the parties regarding the subject matters herein. All previous agreements between the parties, whether oral or written, concerning the subject matters of this Agreement shall have no force and effect.

B. This Agreement shall be binding upon and inure to the benefit of Employee's heirs and executor.

C. This Agreement shall be deemed effective December 24, 2018. In the event this Agreement is entered into after December 24, 2018, the parties agree the intent of this Agreement is to be retroactive to December 24, 2018. Therefore, all salary provisions of Section 5 of this Agreement, including but not limited to the Employer contribution under Subsection "D" of Section 5, shall be retroactive to December 24, 2018. However the Employer shall receive a credit against salary and Employer contributions paid to or in benefit of Employee under this Agreement for salary and contributions paid by Employer to or in benefit of the Employee under a different employment agreement between Employer and Employee and for the period of time December 24, 2018 up to the date this Agreement is entered into by and among the parties.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

E. Any modification or amendment of this Agreement shall be in writing and by mutual agreement of the parties.

#### SECTION 19 - DURATION

Unless terminated by mutual written agreement of the parties or by its own operation, this Agreement shall be in full force and effect up through and including December 31, 2022. The Employer shall provide notice to the Employee as to whether Employer intends to extend the term of this Agreement and to retain the Employee in the position of City Manager beyond December 31, 2022. Such notice shall be in writing and shall be served upon Employee no later than September 30, 2022. Failure to



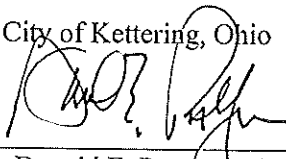
provide such notice to Employee shall result in the Employer's obligation to pay Severance Pay to Employee pursuant to the provisions of Subsection "A" of Section 4 hereof.

**SECTION 20 - EXECUTION OF AGREEMENT**

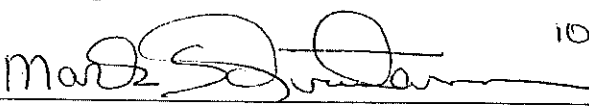
By his signature below, Employee acknowledges and affirms that his agreement to the terms, conditions, promises and covenants of this Agreement is his voluntary act and deed. By his signature below, Donald E. Patterson, the Mayor of the City of Kettering, acknowledges and affirms that he has full authority by action of the Kettering City Council to sign this Agreement on behalf of the City of Kettering with the intent to bind the City to the terms, conditions, promises and covenants hereof.

WHEREAS, the City of Kettering, Ohio has caused this Agreement to be signed and executed in its behalf by its Mayor, and the Employee has signed and executed this Agreement, both in duplicate.

**EMPLOYER:**

City of Kettering, Ohio  
BY:  10-28-18  
Donald E. Patterson, Mayor Date

**EMPLOYEE:**

 10/28/18  
Mark W. Schwieterman Date

**APPROVED AS TO FORM:**

  
Law Director

2021 JUL 27 AM 11:58



## CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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

### **WITNESSETH:**

Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: 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/hr.. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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

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

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.

Section 9 – 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.

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 be brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.

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

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

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 08/02/21 and terminating: 01/02/22

**CITY OF KETTERING**

By:   
Signature of Department

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

Date signed: 7/27/21

  
Signature of Special Employee

Cynthia Sonntag  
(print or type name of Employee)

Date signed by employee: 7-23-21

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

**Equal Opportunity Employer**

5/10/2017

**RESET FORM**





CITY OF KETTERING  
SPECIAL EMPLOYEE AGREEMENT

RECEIVED  
CITY OF KETTERING  
HUMAN RESOURCES  
2021 JUL 27 AM 11:58

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

**WITNESSETH:**

Section 1 – Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Private Lesson 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: \$19.81/hr.. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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



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

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.

Section 9 – 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.

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 be brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.

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

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

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 08/02/21 and terminating: 01/02/22

**CITY OF KETTERING**

By:   
Signature of Department

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

Date signed: 7/27/17

  
Signature of Special Employee

Cynthia Sonntag  
(print or type name of Employee)

Date signed by employee: 7-23-02

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

**Equal Opportunity Employer**

5/10/2017

RESET FORM

RECEIVED  
CITY OF KETTERING  
HUMAN RESOURCES

2021 OCT -7 AM 9: 18

RECEIVED  
CITY OF KETTERING  
FINANCE DEPT

2021 OCT -7 AM 9: 13



CITY OF KETTERING

## SPECIAL EMPLOYEE AGREEMENT

This special employee agreement ("Agreement") is entered into by and between the City of Kettering, Ohio, ("CITY" or "EMPLOYER"), and **Kimberly Stevens**, ("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 **October 11, 2021**, the CITY hereby employs the personal services of the SPECIAL EMPLOYEE for a limited time period for the purpose(s) of: (i.) performing the duties of **Finance Technician I** as described in the attached job description, and (ii.) such other duties and services as may be assigned in the sole discretion of the **Finance Director or her authorized designee**. All such duties and services shall be subject to the provisions of this Agreement. EMPLOYEE's status shall be considered, "at will" and in the Unclassified Civil Service of the City.

Section 2 – Rules; Supervision. At all times the SPECIAL EMPLOYEE shall perform the required services and duties in a professional manner and in conformance with all applicable rules, regulations, policies, and procedures of the CITY, whether existing now or subsequently adopted while this Agreement is in effect. The SPECIAL EMPLOYEE further agrees to perform the required services and duties under the supervision and direction of the **Finance Director** or any designee authorized by the **Finance Director**. The services and duties to be provided by SPECIAL EMPLOYEE under this Agreement shall require SPECIAL EMPLOYEE to work no more than 22 hours per week, and provide such services and duties on such workdays and during such hours as necessary and/or as may be requested by the **Finance Director** or her respective designees to satisfactorily complete the services and duties. At all times while this Agreement is in effect, SPECIAL EMPLOYEE shall be subject to the administrative policies of the CITY regarding employees. EMPLOYEE shall not use CITY equipment or supplies for any purpose or project that is not directly related to or for the benefit of the CITY.

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

- (a.) The CITY shall pay EMPLOYEE an "hourly base rate" of **\$30.11** per hour.
- (b.) 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.
- (c.) 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 her pay has been improperly reduced, EMPLOYEE shall contact Human Resources.

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

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

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

Section 7 - Records and Forms. 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.

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

Section 9 Severability. 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.

Section 10 – No Strict Construction. 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 – Governing Law, Jurisdiction, and Venue. 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 12 – Effective Date and Terms. Unless terminated earlier as provided in Section 4 and Section 5, this Agreement shall become effective **October 11, 2021**, through **December 19, 2021**.

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

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



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

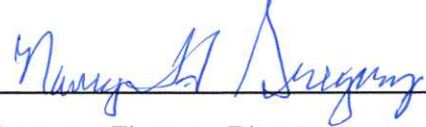
**CITY OF KETTERING:**

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

**EMPLOYEE:**


Kimberly Stevens

  
\_\_\_\_\_  
Kimberly Stevens, Finance Technician I

By:   
\_\_\_\_\_  
Nancy Gregory, Finance Director

Date signed: 10/6/2021

Date signed: 10-07-2021

By:   
\_\_\_\_\_  
Mark W. Schwieterman, City Manager

Date signed: 10/7/2021

**APPROVED AS TO FORM:**

  
\_\_\_\_\_

Theodore A. Hamer III, Law Director

## Job Description

### GENERAL STATEMENT OF DUTIES

Performs various technical, recordkeeping, accounting and clerical support duties, requiring the application of principles and practices of accounting. Performs related work as required.

### DISTINGUISHING FEATURES OF THE CLASS

Under general supervision of the Assistant Finance Director performs detailed technical work to meet established departmental goals. Ability and willingness to learn increasingly difficult and complex tasks while meeting established deadlines. This position classification is in the Non-competitive Classified Civil Service.

### EXAMPLES OF WORK (Illustrative only)

Processes and verifies accounts payable invoices to certify accuracy and completeness;

Performs data entry into the computer system;

Performs initial recording of cash receipts;

Performs various reconciliations;

Controls petty cash disbursements and maintains proper records;

Maintains city credit cards, including collecting receipts and approvals, processing payments on account, and communicating with the bank when cards are blocked;

Organizes, processes and inputs vouchers, travel requests, and other documents;

Reviews and processes travel reimbursement requests;

Assists with filing and maintaining accounting records;

Answers phone calls from vendors, other city departments, and the general public;

Assists in processing requests, both internal and external, for accounting-related information;

Performs collection procedures for delinquent accounts receivable including the issuance and follow-up of appropriate correspondence;

Performs work, as needed, on special projects;

Performs other technical and general clerical work relating to accounting functions;

Regular and predictable on-site attendance required.

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES**

Working knowledge of accounting methods, terminology, principles, and procedures. Strong verbal and written communication skills, including the ability to deal effectively with the general public and the city staff. Technical aptitude of the principles and practices relating to accounting.

Must be highly skilled in the use of computers and related software programs.

**EDUCATION AND EXPERIENCE**

General accounting experience and background preferred. High school diploma or its equivalent with a degree in Accounting or related degree is desirable, or any equivalent combination of experience and training which provides the required knowledge, skills and ability.



## SPECIAL EMPLOYEE AGREEMENT

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

Section 1 - Purposes of Employment. Effective **July 5, 2021**, the CITY hereby employs the personal services of the SPECIAL EMPLOYEE for a limited time period for the purpose(s) of: (i.) performing the duties of **Fire Prevention Inspector** as described in the attached job description, and (ii.) such other duties and services as may be assigned in the sole discretion of the **Fire Chief or his authorized designee**. All such duties and services shall be subject to the provisions of this Agreement. EMPLOYEE's status shall be considered, "at will" and in the Unclassified Civil Service of the City.

Section 2 – Rules; Supervision. At all times the SPECIAL EMPLOYEE shall perform the required services and duties in a professional manner and in conformance with all applicable rules, regulations, policies, and procedures of the CITY, whether existing now or subsequently adopted while this Agreement is in effect. The SPECIAL EMPLOYEE further agrees to perform the required services and duties under the supervision and direction of the **Fire Chief** or any designee authorized by the **Fire Chief**. The services and duties to be provided by SPECIAL EMPLOYEE under this Agreement shall require SPECIAL EMPLOYEE to work approximately 10 hours per week, but never more than 23 hours per week, and provide such services and duties on such workdays and during such hours as necessary and/or as may be requested by the **Fire Chief** or his respective designees to satisfactorily complete the services and duties. At all times while this Agreement is in effect, SPECIAL EMPLOYEE shall be subject to the administrative policies of the CITY regarding employees. EMPLOYEE shall not use CITY equipment or supplies for any purpose or project that is not directly related to or for the benefit of the CITY.

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

- (a.) The CITY shall pay EMPLOYEE an "hourly base rate" of **\$19.00** per hour.
- (b.) The CITY shall supply a City pool vehicle for the EMPLOYEE to carry out his duties during the work day. However, in no event shall a City vehicle be taken home by the EMPLOYEE.
- (c.) Except as expressly provided for in this Agreement or as may be approved in writing by the City Manager, no other compensation and no other benefits are either implied nor due EMPLOYEE. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state, and local tax withholdings.
- (d.) The CITY is committed to complying with state and federal laws regarding deductions from employees' pay and will promptly correct any mistakes that are made in connection with such deductions. If EMPLOYEE believes that his pay has been improperly reduced, EMPLOYEE shall contact Human Resources.

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

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

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

Section 7 - Records and Forms. 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.



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

Section 9 Severability. 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.

Section 10 – No Strict Construction. 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 – Governing Law, Jurisdiction, and Venue. 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.

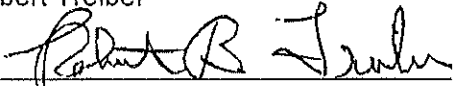
Section 12 – Effective Date and Terms. Unless terminated earlier as provided in Section 4 and Section 5, this Agreement shall become effective **July 5, 2021**, through **December 19, 2021**.

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

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

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


CITY OF KETTERING:  
City of Kettering  
3600 Shroyer Road  
Kettering, OH 45429  
(937)296-2412

EMPLOYEE:  
Robert Treiber  
  
Robert Treiber, Fire Prevention Inspector

By:   
Mitch Robbins, Fire Chief

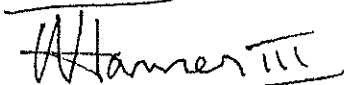
Date signed: 06/30/2021

Date signed: 6/30/21

By:   
Mark W. Schwieterman, City Manager

Date signed: 6/29/2021

APPROVED AS TO FORM:

  
Theodore A. Hamer III, Law Director

CERTIFICATION OF FUNDS

  
FINANCE DIRECTOR

## Job Description

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

### ESSENTIAL JOB FUNCTIONS

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

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



**CITY OF KETTERING  
SPECIAL EMPLOYEE AGREEMENT**

RECEIVED  
CITY OF KETTERING  
HUMAN RESOURCES

2021 JUL 27 AM 11:58

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

**WITNESSETH:**

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

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

Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$20/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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

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

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.

Section 9 – 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.

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 be brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.

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

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

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



**IN WITNESS WHEREOF**, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 08/02/21 and terminating: 01/02/22

**CITY OF KETTERING**

By: *Muell*  
Signature of Department

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

Date signed: 7/27/21

*Jessica Zink*  
Signature of Special Employee

Jessica Zink  
(print or type name of Employee)

Date signed by employee: 07/26/21

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

**Equal Opportunity Employer**

5/10/2017

**RESET FORM**



## CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

RECEIVED  
CITY OF KETTERING  
HUMAN RESOURCES  
2021 JUL 27 AM 11:58

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Jessica Zink 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 Lesson 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: \$47.88/hr.. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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

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

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.

Section 9 – 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.

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 be brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.

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

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

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 08/02/21 and terminating: 01/02/22

**CITY OF KETTERING**

By:

  
Signature of Department

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

Date signed: 7/27/21

  
Signature of Special Employee

Jessica Zink  
(print or type name of Employee)

Date signed by employee: 08/26/21

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

**Equal Opportunity Employer**

5/10/2017

RESET FORM





CITY OF KETTERING  
SPECIAL EMPLOYEE AGREEMENT

RECEIVED  
CITY OF KETTERING  
HUMAN RESOURCES

2021 SEP 28 PM 4:06

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

**WITNESSETH:**

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

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

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: SPECIAL EMPLOYEE shall be paid \$20.44/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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



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

Section 9 - 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.

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 be brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.

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

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

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 10/11/2021 and terminating: 12/31/2021.

**CITY OF KETTERING**

By:

*[Handwritten Signature]*  
Signature of Department Director

MB O'DELL  
(print or type Director's name)

Date signed: 9/2/21

Claire D. Zook  
Signature of Special Employee

Claire D. Zook  
(print or type name of Employee)

Date signed by employee: 9/22/2021



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

**Equal Opportunity Employer**