

CITY OF KETTERING HUMAN RESOURCES 2020 NOV 19 PM 4: 05

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Kristen Ake hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Exercise Instructor and for performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 19.75/hr
Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
Section 5 – Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
Section 6 - Termination Without 14 Days' Notice. The CITY may terminate this Agreement at

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

by the CITY.

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

following his or her signature. This Agreement sh terminating: 12/05/21	as signed this Agreement on the day and year all be in force commencing: 12/07/20 and
CITY OF KETTERING	
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Kristen Ake
(print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee: \\/\lu/707e

Equal Opportunity Employer

5/10/2017



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

WITNESSETH:

 $\frac{\text{Section 1} - \text{Purposes of Employment}}{\text{SPECIAL EMPLOYEE for the purpose(s) of:}} \text{ Adaptive Recreation Camp Leader} \text{ and for performing other related duties as may be required, all subject to this Agreement.}$

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

Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$16.50/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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

- <u>Section 7 No Subcontracting Assignment</u>. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <u>any way</u> subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
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- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- Section 12 Applicable Law. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

IN WITNESS WHEREOF, each party has sign following his or her signature. This Agreement shall be iterminating: 08/22/21	ed this Agreement on the day and year n force commencing: 03/29/21 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed: 3/2//	MeLisa Andrews (print or type name of Employee) Date signed by employee: $3/22/21$

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Sara Andrews hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below. WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Instructor and for performing other related duties as may be required, all subject to this Agreement. Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff. Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 16.00/hr. . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

Equal Opportunity Employer

5/10/2017



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or simply the EMPLOYEE, in consideration of the mutual premises se	the SPECIAL EMPLOYER of forth below.
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IN WITNESS WHEREOF, each party following his or her signature. This Agreement terminating: 08/01/21	has signed this Agreement on the day and year shall be in force commencing: 08/03/20 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Sara Andrews
Date signed:	(print or type name of Employee) Date signed by employee: 1/6/2020

Equal Opportunity Employer

5/10/2017





CITY OF KETTERING 2021 MAR 30 AM 11: 40 SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: 2021 FRAZE TEAM LEADER and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 — Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$16.00/HOUR. . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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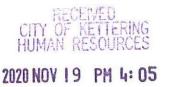
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IN WITNESS WHEREOF, each party has signed following his or her signature. This Agreement shall be in terminating: 12/5/2021	this Agreement on the day and year force commencing: 4/5/2021 and
CITY OF KETTERING	
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	(print or type name of Employee)
Date signed: $3/30/2/$	Date signed by employee: 3/18/3/

Equal Opportunity Employer

5/10/2017



SPECIAL EMPLOYEE AGREEMENT

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

he CITY and Jenan Cho Bartekne	remarter carred the SPECIAL ENTREDIED
or simply the EMPLOYEE, in consideration of the mu	itual premises set forth below.
WITNESSETH:	
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<u>Section 9 - Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.

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

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

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

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

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

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

follow	IN WITNESS WHEREOF, each party has signed ing his or her signature. This Agreement shall be in	this Agreement on the day and year force commencing: 12/07/20 and
termin	ating: 12/05/21	
		,
CITY	OF KETTERING	
By:	morell	Aland Chy Bar Delo
Dy.	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell	Jenah Cho Bartek
	(print or type Director's name)	(print or type name of Employee)
	Date signed: 11/19/20	Date signed by employee: 11/17/20

Equal Opportunity Employer

5/10/2017



RECEIVED CITY OF KETTERING HUMAN RESOURCES

2021 APR - 1 PM 1: 23

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

WITNESSETH:

<u>Section 1 – Purposes of Employment</u>. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: <u>2021 FRAZE CROWD MANAGEMENT</u> and for performing other related duties as may be required, all subject to this Agreement.

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

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

IN WITNESS WHEREOF, each party has signed following his or her signature. This Agreement shall be in terminating: 12/5/2021	
CITY OF KETTERING By:	000
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Amanda Dass (print or type name of Employee)
Date signed:	Date signed by employee: 3 17 21

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES 2020 NOV 20 PM 2: 52

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Alexander Blankenship hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Assistant Facility Coordinator and for performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 17.58/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will' basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14 days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
<u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to an contingent upon a City of Kettering Personnel Action form being signed by or through the Cit Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

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

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

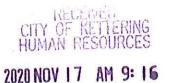
by the CITY.

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

IN WITNESS WHEREOF, each party has si following his or her signature. This Agreement shall be terminating: 12/05/21	igned this Agreement on the day and year one in force commencing: 12/07/20 and
By: Signature of Department	Alexander U. Clarkenshup Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	Alexander Blankenship (print or type name of Employee) Date signed by employee:

Equal Opportunity Employer

5/10/2017



CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

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

the CITY and Jaimey Bly II hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.				
or simply the EMPLOYEE, in consideration of the mutual premises set forth below.				
WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Sports Official and for performing other related duties as may be required, all subject to this Agreement.				
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.				
Section 3 — Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 15.00/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.				
<u>Section 4 – Employee-at-Will, Notice of Termination</u> . The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" pasis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.				
Section 5 Need for Personnel Action. The obligations of the parties are subject to and				

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

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

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

follov termi	ving his or her signature. This Agreement shall be nating: 12/05/21	
CITY By:	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell (print or type Director's name)	Jaimey Bly II (print or type name of Employee)
	Date signed:	Date signed by employee:

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES 2020 NOV 17 AM 9: 16

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Jaimey Bly II hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below. WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the Sports Official II SPECIAL EMPLOYEE for the purpose(s) of: performing other related duties as may be required, all subject to this Agreement. Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and PRCA procedures of the CITY and its Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff. Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services 25.00/hr. provided, in the following manner: . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system. Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter. Section 5 - Need for Personnel Action. The obligations of the parties are subject to and

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

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

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

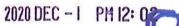
- <u>Section 7 No Subcontracting Assignment</u>. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <u>any way</u> subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The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

IN WITNESS WHEREOF, each processing following his or her signature. This Agreen terminating: 12/05/21	party has signed this Agreement on the day and year nent shall be in force commencing: 12/07/20 and
CITY OF KETTERING	
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Jaimey Bly II (print or type name of Employee)
Date signed: /////2e	Date signed by employee:

Equal Opportunity Employer

5/10/2017







CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Kelley Booze hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: <u>Section 1 - Purposes of Employment</u> . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Oil Painting Class instruction and for performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its Parks, Recreation and Cultural Arts Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$35.00 per contact hour. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
Section 5 - Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
Section 6 - Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the

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

by the CITY.



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



IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 12/07/2020 and terminating: 12/05/2021

CITY OF KETTERING

By:

Signature of Department

<u>Director Mary Beth O'Dell</u> (print or type Director's name)

Date signed: W/3 o/2

Signature of Special Employed

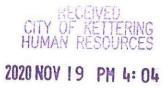
(print or type name of Employee)

Date signed by employee: 11 24 20

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

Equal Opportunity Employer

5/10/2017 RESULTFORM



CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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

the CITY and Nancy Boss hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below. WITNESSETH: Section 1 - Purposes of Employment. The CITY hereby employs the personal services of the Exercise Instructor SPECIAL EMPLOYEE for the purpose(s) of: and for performing other related duties as may be required, all subject to this Agreement. Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and **PRCA** Department, whether procedures of the CITY and its existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff. Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services \$29.38/hr. . No other compensation provided, in the following manner: or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system. Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter. Section 5 - Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE. Section 6 - Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

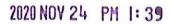
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE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

	IN WITNESS WHEREOF, each party has signed wing his or her signature. This Agreement shall be in nating: 12/05/21		
CITY By:	OF KETTERING Signature of Department	Many Bass Signature of Special Employee	
	Director Mary Beth O'Dell (print or type Director's name) Date signed:	Nancy Boss (print or type name of Employee) Date signed by employee: //-///	020

Equal Opportunity Employer

5/10/2017





CITYSKETTERING SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

Section 1 – Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: 2021 Adult and Youth dance class instruction and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services . No other compensation provided, in the following manner: \$27/hour for class instruction or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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

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

IN WITNESS WHEREOF, each party has signet following his or her signature. This Agreement shall be interminating: 12/05/2021	ed this Agreement on the day and year and force commencing: 12/07/2020 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed: 11/27/20	$\frac{NANCYBOSS}{\text{(print or type name of Employee)}}$ Date signed by employee: $\frac{NOV-192020}{192020}$

Equal Opportunity Employer

5/10/2017



RECEIVED CITY OF KETTERING HUMAN RESOURCES

2020 NOV 20 PM 2: 52

CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Heather Boyer hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Fitness Equipment Maintenance and for performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its
Section 3 — Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$12.00/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
<u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
Section 6 – Termination Without 14 Days" Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired

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

IN WITNESS WHEREOF, each party following his or her signature. This Agreement terminating: 12/05/21	shall be in force commencing: 12/07/20 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed: 11/19/20	Heather Boyer (print or type name of Employee) Date signed by employee:

Equal Opportunity Employer

5/10/2017



2021 JAN 29 AM 9: 36

CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

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

the CITY and Heather Boyer	hereinafter called the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration	of the mutual premises set forth below.
SPECIAL EMPLOYEE for the purpose(s) o	
performing other related duties as may be req	uired, all subject to this Agreement.
required in a professional manner which is conprocedures of the CITY and its	SPECIAL EMPLOYEE further agrees to submit to the
provided, in the following manner: or benefits is either implied or due, except as a make deductions from the SPECIAL EMPLO	agrees to pay the SPECIAL EMPLOYEE, for services \$20.00/hr. . No other compensation expressly provided for in this Agreement. The CITY shall YEE's pay as required by law, including but not limited d any contributions to FICA/Medicare or the Ohio Public
CITY have an employee-employer relationsh basis. Specifically, the SPECIAL EMPLOYED subject to fourteen (14) days' written notice, a days' written notice, unless specified otherwise	e of Termination. The SPECIAL EMPLOYEE and the pip which is conditioned upon an "employment-at-will" E has the right to terminate this Agreement at any time, and the CITY has the same right, subject to fourteen (14) se herein. The SPECIAL EMPLOYEE's status shall be ment and is in the unclassified Civil Service pursuant to
Section 5 - Need for Personnel Act contingent upon a City of Kettering Person Manager, so as to authorize hiring of the SPE	tion. The obligations of the parties are subject to and nel Action form being signed by or through the City CIAL EMPLOYEE.
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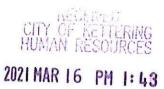
any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired

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 - <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
 - <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
 - <u>Section 12 Applicable Law</u>. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
 - Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
 - <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
 - <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

IN WITNESS WHEREOF, each party following his or her signature. This Agreement terminating: 12/05/21	y has signed this Agreement on the day and year t shall be in force commencing: 01/30/21 and
CITY OF KETTERING	
Ru MUCHUY	_ Heather Boyer
By: Signature of Department	
Dignature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Heather Boyer
(print or type Director's name)	(print or type name of Employee)
Date signed://28/21	Date signed by employee: $\frac{1/26/21}{}$

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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

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

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
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- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- <u>Section 12 Applicable Law</u>. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
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- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

IN WITNESS WHEREOF, each party has following his or her signature. This Agreement shatterminating: 12/05/21	as signed this Agreement on the day and year all be in force commencing: 04/10/21 and
By: Signature of Department	Leather Bayer Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Heather Boyer (print or type name of Employee)
Date signed: $3/(4/2)$	Date signed by employee: $\frac{3/9/2}{1}$

Equal Opportunity Employer

5/10/2017



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

Adaptive Recreation Camp Leader and for performing other related duties as may be required, all subject to this Agreement.

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

\$16.50/hr.

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

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

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

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

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

following his or her signature. This Agreement shall be in terminating:08/13/21	
	v
By: Signature of Department	May A Bracken Signature of Special Employee
Director Mary Beth O'Dell	Margaret Brackman
(print or type Director's name) Date signed:	(print or type name of Employee) Date signed by employee:OH/OLO/2

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Jack Brooks hereinafter called the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH:
Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the
SPECIAL EMPLOYEE for the purpose(s) of: Sports Official II 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.
Coding 2 Comment of the Office of Opposite Perfections
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$25.00/hr. No other compensation
or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall
make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited
to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public
Employees Retirement system.
Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the
CITY have an employee-employer relationship which is conditioned upon an "employment-at-will"
basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14)
days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be
temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to
the City Charter.
·
<u>Section 5 - Need for Personnel Action</u> . The obligations of the parties are subject to and
contingent upon a City of Kettering Personnel Action form being signed by or through the City
Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
Section 6 – Termination Without 14 Days" Notice. The CITY may terminate this Agreement at
any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this
Agreement, when in the sole determination of the CITY the commencement or continuance of the

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

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

IN WITNESS WHEREOF, each party has following his or her signature. This Agreement shall terminating: 12/05/21	signed this Agreement on the day and year l be in force commencing: 04/05/21 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed: 3/24/2/	Jack Brooks (print or type name of Employee)

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES

2020 DEC - 1 PM 12: 03

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

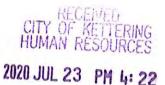
This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Karen Brumit hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.	
WITNESSETH: Section 1 – Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Exercise Instructor and for performing other related duties as may be required, all subject to this Agreement.	
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.	
Section 3 — Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 21.25/hr	
<u>Section 4 – Employee-at-Will, Notice of Termination</u> . The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.	
<u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.	
Section 6 – Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired	

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

follow	IN WITNESS WHEREOF, each party has signed ring his or her signature. This Agreement shall be in lating: 12/05/21	this Agreement on the day and year force commencing: 12/07/20 and
CITY By:	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell (print or type Director's name)	(print or type name of Employee)
	Date signed:	Date signed by employee: 126/26

Equal Opportunity Employer

5/10/2017



CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Penny Carpenter hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below. WITNESSETH: Section 1 - Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Private Instruction and for performing other related duties as may be required, all subject to this Agreement. Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff. Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 49.53/hr. . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system. Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter. Section 5 - Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE. Section 6 - Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the

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

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

IN WITNESS WHEREOF, each party has following his or her signature. This Agreement shaterminating: 08/01/21	as signed this Agreement on the day and year all be in force commencing: 08/03/20 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Penny Carpenter (print or type name of Employee)
Date signed: 7/1/20	Date signed by employee:

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES

2020 JUL 23 PM 4: 22

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

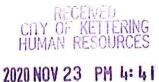
This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Penny Carpenter hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Instructor and for performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 25.25/hr No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
<u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
Section 6 – Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

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

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

Equal Opportunity Employer

5/10/2017



CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

nd between the City of Kettering. Ohio, hereinafter called tl 0

This Agreement is entered into by and between the City of Kettering, Only, inclinated cancer
the CITY andMary Beth Cloydhereinafter called the SPECIAL EMPLOYER
or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment SPECIAL EMPLOYEE for the purpose(s) of: Fitness Equipment Maintenance and for performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the service required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether the constant is PRCA Department, whether constant is Department.
existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
Section 3 — Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for service provided, in the following manner: 12.50/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shamake deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limite to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant the City Charter.
Section 5 – Need for Personnel Action. The obligations of the parties are subject to an contingent upon a City of Kettering Personnel Action form being signed by or through the City of Kettering Personnel Action form being signed by or through the City of the Cappellar EMPLOYEE.

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

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

IN WITNESS WHEREOF, each party has si following his or her signature. This Agreement shall be terminating: 12/05/21	igned this Agreement on the day and year oe in force commencing: 12/07/20 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Mary Beth Cloyd (print or type name of Employee)
Date signed: 11/23/2 0	Date signed by employee: 1-9-70

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES 2020 NOV 23 PM 4: 4 T

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Mary Beth Cloyd hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Exercise Instructor and for performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 20.25/hr
Section 4 — Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
Section 5 - Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City

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

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

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

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

IN WITNESS WHEREOF, each party has signature. This Agreement shall be terminating: 12/05/21	gned this Agreement on the day and year e in force commencing: 12/07/20 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Mary Beth Cloyd (print or type name of Employee)
Date signed:	Date signed by employee: 11-19-72

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Samuel Condron hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below. WITNESSETH: <u>Section 1 - Purposes of Employment</u>. The CITY hereby employs the personal services of the Health and Safety Instructor SPECIAL EMPLOYEE for the purpose(s) of: performing other related duties as may be required, all subject to this Agreement. Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and 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 \$12.00/hr. No other compensation provided, in the following manner: or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system. Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14)

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

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

the City Charter.

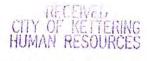
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- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
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- <u>Section 13 Modification</u>. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
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CITY By:	OF KETTERING Signature of Department	Send R Celin Signature of Special Employee	
	Director Mary Beth O'Dell (print or type Director's name) Date signed: 3/2////	$\frac{S convel R conven}{\text{(print or type name of Employee)}}$ Date signed by employee: $\frac{0.3}{l / l / 2.0}$	122

Equal Opportunity Employer

5/10/2017



2020 OCT -7 PM 1: 06

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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SPECIAL EMPLOYEE for the purpose(s) of: Instructor and f
and I
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processing of the state of the
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existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to t
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Employees Retirement system.

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

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

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <u>any way</u> subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
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- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- <u>Section 13 Modification</u>. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
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- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

IN WITNESS WHEREOF, each part following his or her signature. This Agreemen terminating: 08/01/21	ty has signed this Agreement on the day and year t shall be in force commencing: 10/12/20 and
By: Signature of Department	Andy Clash
Director Mary Beth O'Dell (print or type Director's name)	Andy Cook (print or type pages of Free level)
Date signed:/U/7/20	(print or type name of Employee) Date signed by employee: \@/1 / 70

Equal Opportunity Employer

5/10/2017



2020 NOV 23 PM 4: 42

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

SI ECITE LIM 20
This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Mia Cornett hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Private Instructor and for performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 12.00/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
<u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
<u>Section 6 – Termination Without 14 Days' Notice</u> . The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

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

IN WITNESS WHEREOF, each party has si following his or her signature. This Agreement shall b terminating: 12/05/21	
By: Signature of Department	Mea Cauguest Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	Mia Cornett (print or type name of Employee) Date signed by employee: ///5/20

Equal Opportunity Employer

5/10/2017



RECEIVED CITY OF KETTERING HUMAN RESOURCES

2020 NOV 20 PM 2: 52

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Mia Cornett hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Health and Saftey Instructor and for performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
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Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

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- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <u>any way</u> subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
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IN WITNESS WHEREOF, each part following his or her signature. This Agreemen terminating: 12/05/21	ty has signed this Agreement on the day and year t shall be in force commencing: 12/07/20 and
By: Signature of Department	Mia Causell Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Mia Cornett (print or type name of Employee)
Date signed: 11/20/20	Date signed by employee:

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES

2020 NOV 20 PM 2: 52

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Kevin Crisler hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment SPECIAL EMPLOYEE for the purpose(s) of: Personal Trainer and for performing other related duties as may be required, all subject to this Agreement.
Section 2 — Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
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- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
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- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- Section 11 Conflicts of Interest. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

IN WITNESS WHEREOF, each party has a following his or her signature. This Agreement shall terminating: 12/05/21	signed this Agreement on the day and year be in force commencing: 12/07/20 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Kevin Crisler (print or type name of Employee)
Date signed: 11/20/20	Date signed by employee: 11/18/20

Equal Opportunity Employer

5/10/2017



2020 NOV 23 PM 4: 41

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Kevin Crisler hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment SPECIAL EMPLOYEE for the purpose(s) of: Exercise Instructor and for performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 20.75/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
<u>Section 4 – Employee-at-Will, Notice of Termination</u> . The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
<u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
Section 6 – Termination Without 14 Days' Notice. The CITY may terminate this Agreement at

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

by the CITY.

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

	IN WITNESS WHEREOF, each party has signed ying his or her signature. This Agreement shall be in parting: 12/05/21	
CITY By:	OF KETTERING	h.6. W
ě	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell	Kevin Crisler
	(print or type Director's name)	(print or type name of Employee)
	Date signed: $\frac{u/23/2c}{}$	Date signed by employee: 11/18/20

Equal Opportunity Employer

5/10/2017



the CITY and Jack Davis This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the SPECIAL FMBLOVEE.
or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH:
Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Instructor and for
performing other related duties as may be required, all subject to this Agreement.
Section 2 — Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
Section 3 — Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$12.00/hr
Section 4 — Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
Section 5 – Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City

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

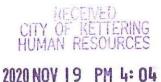
Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

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

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

Equal Opportunity Employer

5/10/2017



SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Megan Delgrosso hereinafter called the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
or simply the EMIT LOTEE, in consideration of the mutual premises set form below.
WITNESSETH:
<u>Section 1 – Purposes of Employment</u> . The CITY hereby employs the personal services of the
SPECIAL EMPLOYEE for the purpose(s) of: Personal Trainer 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
required in a professional manner which is consistent with an applicable rules, regulations, policies and
procedures of the CITY and its PRCA Department, whether
existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the
lawful supervision and direction of those in authority on the CITY's staff.
Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services
provided, in the following manner: 20.25/hr No other compensation
or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall
make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited
to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public
Employees Retirement system.
Section 4 - Employee-at-Will Notice of Termination The SPECIAL EMPLOYEE and the

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

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

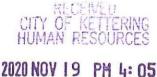
Section 6 - Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s)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

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

IN WITNESS WHEREOF, each party has following his or her signature. This Agreement shall terminating: 12/05/21	signed this Agreement on the day and year be in force commencing: 12/07/20 and
By: Signature of Department	Megan DelGrosso Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed: 11/19/20	Megan Delgrosso (print or type name of Employee) Date signed by employee: 11/17/20

Equal Opportunity Employer

5/10/2017



SPECIAL EMPLOYEE AGREEMENT

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

This Agreement is entered into by and betw	cen the City of Rettering, Onio, herematter ea	iiou
the CITY and Megan Delgrosso	hereinafter called the SPECIAL EMPLOY	EE
or simply the EMPLOYEE, in consideration of the	mutual premises set forth below.	
WITNESSETH:		
Section 1 - Purposes of Employment. The	CITY hereby employs the personal services of	`the
SPECIAL EMPLOYEE for the purpose(s) of:	Group Personal Trainer and	for
performing other related duties as may be required,	all subject to this Agreement.	
Section 2 – Rules, Supervision, The SPEC	IAL EMPLOYEE agrees to perform the serv	ices
required in a professional manner which is consisten		
procedures of the CITY and its PI		
existing now or subsequently adopted. The SPECI	AL EMPLOYEE further agrees to submit to	the
lawful supervision and direction of those in authority		
at vital super vision and another or vision in administry		
Section 3 – Compensation, The CITY agree	es to pay the SPECIAL EMPLOYEE, for serv	ices
provided, in the following manner: 25.25		
or benefits is either implied or due, except as express	sly provided for in this Agreement. The CITY s	hall
make deductions from the SPECIAL EMPLOYEE's		
to, federal, state and local tax withholdings and any		
Employees Retirement system.	contributions to 110/1/Wedicare of the one 1 a	·One
Employees Rethement system.		

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

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

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

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

IN WITNESS WHEREOF, each par following his or her signature. This Agreement terminating: 12/05/21	ty has signed this Agreement on the day and year at shall be in force commencing: 12/07/20 and
CITY OF KETTERING	
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Megan Delgrosso (print or type name of Employee)
Date signed: 11/19/20	Date signed by employee:

Equal Opportunity Employer

5/10/2017





2020 NOV 20 PM 2: 52

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

ST Lenz-
This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Amanda Denlinger hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 - Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Assistant Facility Coordinator and for performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the levelul 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: or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public
Employees Retirement system. Employees Retirement system. Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the

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

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

	IN WITNESS WHEREOF, each party has signed ying his or her signature. This Agreement shall be in nating: 12/05/21	
CITY By:	OF KETTERING Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell (print or type Director's name) Date signed: 11/14/20	Amanda Denlinger (print or type name of Employee) Date signed by employee: 11 120

Equal Opportunity Employer

5/10/2017



2021 APR 27 AM 11: 51

CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

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

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

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

\$15/hour

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, each party h following his or her signature. This Agreement sh terminating: 12/05/21	has signed this Agreement on the day and year hall be in force commencing: 05/03/21 and
CITY OF KETTERING By:	Moth Donn
Signature of Department Director	Signature of Special Employee
Mary Beth Thaman	Matthew Denman
(print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee: 4/25/21

Equal Opportunity Employer

5/10/2017



the CITY and Victoria Dresher hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below. WITNESSETH: Section 1 — Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Instructor and for performing other related duties as may be required, all subject to this Agreement. Section 2 — Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff. Section 3 — Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 11.25/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
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Section 5 - Need for Personnel Action. The obligations of the parties are subject to and
contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

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

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

by the CITY.

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

following his or her signature. This terminating: 08/01/21	Agreement shall be in force commencing: 08/03/20 and
By: Signature of Department	Les Victoria Men
Director Mary Beth O'Dell (print or type Director's name	
Date signed:	$\frac{7/15/126}{\text{Date signed by employee:}} \frac{7/13/2070}{1000}$

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and DYE, DEVEN 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: 2021 FRAZE CROWD MANAGEMENT and for performing other related duties as may be required, all subject to this Agreement.

- Section 2 Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
- Section 3 Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$15.00/HOUR

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

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

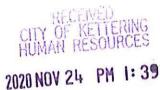
following his or her signature. This Agreterminating: 10/5/2021	ement shall be in force commencing: 5/17/2021 and
CITY OF KETTERING By: CUTUM HALLE FOR A	180 Euron En
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	(print or type name of Employee)
Date signed: 05. 18. 202	Date signed by employee: $6-10-21$

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

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

Equal Opportunity Employer

5/10/2017





CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

Section 1 – Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: 2021 Adult and Youth dance class instruction and for performing other related duties as may be required, all subject to this Agreement.

- Section 2 Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its Parks, Recreation and Cultural Arts Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
- Section 3 Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services . No other compensation provided, in the following manner: \$27/hour for class instruction or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
- Section 4 Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
- Section 5 Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
- Section 6 Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

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

IN WITNESS WHEREOF, each party has sign following his or her signature. This Agreement shall be terminating: 12/05/2021	ned this Agreement on the day and year in force commencing: 12/07/2020 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed: 11/27/27	SAMMIE SUE EDMONDSOW (print or type name of Employee) Date signed by employee: 11-19-2000

Equal Opportunity Employer

5/10/2017





CITY SEKETTERING 2021 MAY 19 PM 3: 32 SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

 $\frac{\text{Section 1-Purposes of Employment}}{\text{SPECIAL EMPLOYEE for the purpose(s) of: } 2021 \ \text{FRAZE CON CROWD MANAGEMENT}} \ \text{ and for performing other related duties as may be required, all subject to this Agreement.}$

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

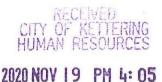
 Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
- Section 3 Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$12.00/HOUR. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
- Section 4 Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
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- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <u>any way</u> subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
- <u>Section 11 Conflicts of Interest</u>. The SPECIAL EMPLOYEE shall not accept assignments from or perform services for other parties which conflict in any way with the duties and services to be provided by SPECIAL EMPLOYEE for the CITY under Section 1 of this Agreement, or which, alone or when combined with other factors, prevent completion of SPECIAL EMPLOYEE's duties and services for the CITY.
- <u>Section 12 Applicable Law.</u> This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall by brought in a court of competent jurisdiction that is located in Montgomery County, Ohio.
- Section 13 Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, which are not expressly contained in this Agreement.
- <u>Section 14 Headings</u>. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- <u>Section 15 Compensable Monthly Hour</u>. The SPECIAL EMPLOYEE must work at least one compensable hour each month during the term of this Agreement.

IN WITNESS WHEREOF, each party has sign following his or her signature. This Agreement shall be terminating: 10/5/2021	
CITY OF KETTERING	A C 1 F
By: CEH for MBO 05.19.2021	Unn E. Joster
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Ann E- Fostev (print or type name of Employee)
Date signed: 05.19.2021	Date signed by employee: 5-15-21

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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

or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the
SPECIAL EMPLOYEE for the purpose(s) of: Group Personal Trainer and for
performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 26.00/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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

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

	each party has signed this Agreement on the day and year Agreement shall be in force commencing: 120/07/20 and
By: Signature of Department	Signature of Special Employee
<u>Director Mary Beth O'Dell</u> (print or type Director's name	Larry Fox (print or type name of Employee)
Date signed:	Date signed by employee:

Equal Opportunity Employer

5/10/2017



2020 NOV 19 PM 4: 05

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Larry Fox hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.		
WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Personal Trainer and for performing other related duties as may be required, all subject to this Agreement.		
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.		
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 21.00/hr No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.		
<u>Section 4 – Employee-at-Will, Notice of Termination</u> . The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.		
Section 5 – Need for Personnel Action. The obligations of the parties are subject to and		

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

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

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

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

by the CITY.

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

follov termi	IN WITNESS WHEREOF, each party has sig wing his or her signature. This Agreement shall be nating: 12/05/21	
CITY By:	Y OF KETTERING Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell (print or type Director's name)	Larry Fox (print or type name of Employee)
	Date signed: 11/9/20	Date signed by employee: 11-16-20

Equal Opportunity Employer

5/10/2017



RECEIVED CITY OF KETTERING HUMAN RESOURCES

2020 NOV 20 PM 2: 52

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

SPECIAL EMPLOTEE AGREEMENT	
This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Larry Fox hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.	
WITNESSETH: Section 1 – Purposes of Employment SPECIAL EMPLOYEE for the purpose(s) of: Exercise Instructor and for performing other related duties as may be required, all subject to this Agreement.	
Section 2 — Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.	
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 19.75/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.	
Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.	
Section 5 - Need for Personnel Action. The obligations of the parties are subject to and	

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

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

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

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

by the CITY.

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

IN WITNESS WHEREOF, each party has signature. This Agreement shall be terminating: 12/05/21	igned this Agreement on the day and year on the force commencing: 12/07/20 and and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Larry Fox (print or type name of Employee) Date signed by employee: _//-/Ce-JC

Equal Opportunity Employer

5/10/2017





2021 MAR -2 PM 12: 40

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

<u>Section 1 – Purposes of Employment</u>. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: <u>2021 FRAZE HOUSE MANAGER</u> and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 — Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$22.00/HOUR. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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

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

following his or her signature. This Agreement shall be terminating: 9/15/2021	
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed: $3/2/2/$	Reginal C. Frazier (print or type name of Employee) Date signed by employee: 2-25-21

Equal Opportunity Employer

5/10/2017



2020 NOV 20 PM 2: 53

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

SPECIAL EVII LOTEE AGREEMENT
This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Kathleen Gelm hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: <u>Section 1 – Purposes of Employment</u> . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Water Workout Instruction (Drop in) and for performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 19.00/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
<u>Section 4 – Employee-at-Will, Notice of Termination</u> . The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
<u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
Section 6 – Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

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

IN WITNESS WHEREOF, each party has sign following his or her signature. This Agreement shall be terminating: 12/05/21	
By: Signature of Department	Mathleen Helm Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	Kathleen Gelm (print or type name of Employee) Date signed by employee: ////0/20

Equal Opportunity Employer

5/10/2017



2021 MAY 27 AM 11: 35

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and STEPHEN GILL 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: CROWD MANAGEMENT 2021 SEASON and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$10.05/HOUR . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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

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

following his or her signature. This Agreement shall be in terminating: 10/1/2021	
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	Stephen 60 V (print or type name of Employee) Date signed by employee:

Equal Opportunity Employer

5/10/2017



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

Section 1 - Purposes of Employment. Concurrent with the EMPLOYEE's employment with the Miami Valley Communications Council (MVCC) the CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: <u>Director of TCSU Task Force (A salaried, overtime exempt position in the Unclassified Civil Service with a full-time schedule)</u> and for performing other related duties as may be required from September 28, 2020, until September 26, 2021, all subject to this Agreement.

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

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

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

- (b) The SPECIAL EMPLOYEE, as a full-time employee shall be eligible for group health, dental and life insurance and other related supplemental benefits offered to the non-union full-time Kettering employee group.
- (c) During the term of this Agreement the Employee shall be eligible for and to take vacation leave, sick leave, paid holidays and personal leave (currently 3 days) consistent with non-union

full-time employees. Upon separation from employment, the SPECIAL EMPLOYEE shall be compensated for any earned and accrued vacation not taken as of the SPECIAL EMPLOYEE'S separation date if applicable. SPECIAL EMPLOYEE chose to carry over his sick leave balance and is therefore eligible for sick leave conversion upon separation and otherwise consistent with City policy.

- (d) SPECIAL EMPLOYEE shall be provided a vehicle for TCSU work related purposes the source of which is yet to be determined.
- Section 4 Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
- <u>Section 5 Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
- Section 6 Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is (are) no longer needed or no longer desired by the CITY and/or the SPECIAL EMPLOYEE's contract with MVCC is terminated.
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE must obtain approval for others to assist or substitute for him or her from designated CITY staff who have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.
- <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- 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, unless otherwise specified herein.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be the language chosen by the parties

hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.

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

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

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

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

Section 15 – Effective Date and Terms. This Agreement shall become effective September 28, 2020, and shall terminate on September 26, 2021, unless terminated earlier as provided in Section 4 or Section 6.

(THIS SPACE LEFT INTENTIONALLY BLANK)

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

CITY OF KETTERING

SPECIAL EMPLOYMENT

Ву:

Signature of City Manager

Mark W. Schwieterman, City Manager (print or type City Manager's name)

Date/signed:

B/17/20210

By:

Signature of Department Director

<u>Christopher N. Protsman, Chief of Police</u> (print or type Director's name)

Date signed: 8/17/7000

Signature of Special Employee

Robert J. Green

(print or type name of Employee)

Date signed by employee:

Address:

Approved as to form:

Theodore A. Hammer III

Law Director

Allamer III



2020 NOV 24 PM 1: 39

SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Brooke Griffin hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Youth and Adult Art Program Instruction and for performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its Parks, Recreation and Cultural Arts Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$16.00 per hour . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
<u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

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

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

by the CITY.

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

IN WITNESS WHEREOF, each party has signed following his or her signature. This Agreement shall be in ferminating: 12/05/2021	this Agreement on the day and year orce commencing: 12/07/2020 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	Brooke Griffin (print or type name of Employee) Date signed by employee:

Equal Opportunity Employer

5/10/2017



CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

2021 FEB -2 PM 2: 47

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and **Molly Gross** 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: **PreSchool Class 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. <u>Section 3 - Compensation</u>. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$26.00/hr. . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system. Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter. Section 5 - Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

<u>Section 6 – Termination Without 14 Days' Notice</u>. The CITY may terminate this Agreement at

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

by the CITY.

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

follow termin	IN WITNESS WHEREOF, each party has signe ving his or her signature. This Agreement shall be in nating: 12/05/21	d this Agreement on the day and year force commencing: 02/01/21 an	d
CITY	OF KETTERING		
By:	Signature of Department	Signature of Special Employee	
	Director Mary Beth O'Dell (print or type Director's name)	Molly Gross	
	Date signed: 42/2/	(print or type name of Employee) Date signed by employee: 112(4)(2)	,

Equal Opportunity Employer

5/10/2017



CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

 $\frac{Section \ 1-Purposes \ of \ Employment}{SPECIAL \ EMPLOYEE \ for \ the \ purpose(s) \ of: \ \underline{Summer \ Camp \ Art \ Instruction}} \qquad and \ for performing other related duties as may be required, all subject to this Agreement.}$

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

Section 3 — Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$27.00/hour . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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

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

IN WITNESS WHEREOF, each party has sign following his or her signature. This Agreement shall be i terminating: 6/27/2021	
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	(print or type name of Employee) Date signed by employee: 4[21[201]

Equal Opportunity Employer

5/10/2017



SPECIAL EMPLOYEE AGREEMENT



CITY SKETTERING 2021 JUN-2 PM 12: 00

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and MIKE HAMM 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: THEATER TECH 2021 SEASON and for performing other related duties as may be required, all subject to this Agreement.

- Section 2 Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
- Section 3 Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$17.50/HOUR.

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

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

IN WITNESS WHEREOF, each party has sign following his or her signature. This Agreement shall be terminating: 10/31/2021	
CITY OF KETTERING By:	Man
Signature of Department	Signature of Special Employee
<u>Director Mary Beth O'Dell</u> (print or type Director's name)	(print or type name of Employee)
Date signed: 4/4/1	Date signed by employee: 5/25/71

Equal Opportunity Employer

5/10/2017



2020 DEC - 1 PM 12: 03

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Ruth Harris hereinafter called the SPECIAL EMPLOYEE	
or simply the EMPLOYEE, in consideration of the mutual premises set forth below.	
WITNESSETH: Section 1 – Purposes of Employment SPECIAL EMPLOYEE for the purpose(s) of: Exercise Instructor and for performing other related duties as may be required, all subject to this Agreement.	
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.	
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 20.25/hr	
<u>Section 4 – Employee-at-Will, Notice of Termination</u> . The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.	
<u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.	
Section 6 – Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired	

by the CITY.

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

IN WITNESS WHEREOF, each party has si following his or her signature. This Agreement shall b terminating: 12/05/21	gned this Agreement on the day and year be in force commencing: 12/07/20 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	Ruth Harris (print or type name of Employee) Date signed by employee: 11-24-2020

Equal Opportunity Employer

5/10/2017





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

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Katherine Heine hereinafter called the SPECIAL EMPLOYER	1
or simply the EMPLOYEE, in consideration of the mutual premises set forth below.	j
WITNESSETH:	
Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the	,
SPECIAL EMPLOYEE for the purpose(s) of: Instructor and for	
performing other related duties as may be required, all subject to this Agreement.	
Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services	
required in a professional manner which is consistent with all applicable rules, regulations, policies and	
procedures of the CTTY and its PRCA Department, whether	
existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.	
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 15.50/hr	
or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law including but not limited	
to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.	
Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.	

Section 5 - Need for Personnel Action. The obligations of the parties are subject to and

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

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

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

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

by the CITY.

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

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

Equal Opportunity Employer

5/10/2017



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

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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

IN WITNESS WHEREOF, each party has following his or her signature. This Agreement shal terminating: 08/01/21	signed this Agreement on the day and year l be in force commencing: 08/03/20 and
By: Signature of Department	Katheuri F. Heine Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Katherine Heine (print or type name of Employee)
Date signed: 7// 1/2 G	Date signed by employee: 7-6-7020

Equal Opportunity Employer

5/10/2017



SPECIAL EMPLOYEE for the purpose(s) of: CROWD MANAGEMENT 2021 SEASON

performing other related duties as may be required, all subject to this Agreement.

CITY OF AUTHERING HUMAN DESCURCES

2021 MAY 24 PM 4: 19

SPECIAL EMPLOYEE AGREEMENT

•	y and between the City of Kettering, Ohio, hereinafter called
the CITY and JOHN HENN	hereinafter called the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in considera	tion of the mutual premises set forth below.
WITNESSETH:	

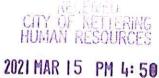
- <u>Section 2 Rules, Supervision</u>. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its <u>PRCA</u> <u>Department</u>, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
- Section 3 Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$10.05/HOUR. . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
- <u>Section 4 Employee-at-Will, Notice of Termination.</u> The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
- <u>Section 5 Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
- <u>Section 6 Termination Without 14 Days' Notice</u>. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

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

IN WITHESS WHEREOF, each party has sign	ed this Agreement on the day and year
following his or her signature. This Agreement shall be i	n force commencing: 6/7/2021 and
terminating: 110/1/2021	06/14/2021
10/1/2021/2	Jan
CITY OF KETTERING	
Mary nex	$(1), m \rightarrow 1$
Ву:	Jair Sm
Signature of Department	Signature of Special Employee
D' M D -/I O/D II	JOHN M. HONEN
Director Mary Beth O'Dell	-OHO 1. HEND
(print or type Director's name)	(print or type name of Employee)
Date signed: 5/27//	Date signed by employee: 05-19-70-1

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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

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.

temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to

the City Charter.

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

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

IN WITNESS WHEREOF, each part following his or her signature. This Agreement terminating: 12/05/21	y has signed this Agreement on the day and year t shall be in force commencing: 04/10/21 and
By: Signature of Department	Asan Adaman Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Ryan Hetman (print or type name of Employee)
Date signed: $3//5/2/$	Date signed by employee: 3/12/21

Equal Opportunity Employer

5/10/2017



2020 NOV 23 PM 4: 41

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Thomas Jervis hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Personal Trainer and for performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 21.00/hr No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
<u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
Section 6 – Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the

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

by the CITY.

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

IN WITNESS WHEREOF, each party has s following his or her signature. This Agreement shall terminating: 12/05/21	signed this Agreement on the day and year be in force commencing: 12/07/20 and
CITY OF KETTERING By:	Thomas ding's
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Thomas Jervis
(print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee: 11/18/20

Equal Opportunity Employer

5/10/2017



2020 NOV 23 PM 4: 41

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

SPECIAL EMPLOTEE AGRICULTATION
This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Thomas Jervis hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Group Personal Trainer and for performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 25.75/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
<u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
Section 6 – Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

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

IN WITNESS WHEREOF, each part following his or her signature. This Agreement terminating: 12/05/21	y has signed this Agreement on the day and year t shall be in force commencing: 12/07/20 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Thomas Jervis (print or type name of Employee)
Date signed: // 1/20	Date signed by employee: 11/18/20

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kette	ering, Ohio, hereinafter called
the CITY and Sarah Johnson hereinafter called	the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration of the mutual premises set	forth below.
WITNESSETH:	
Section 1 – Purposes of Employment. The CITY hereby employ	
SPECIAL EMPLOYEE for the purpose(s) of:Instructor	and for
performing other related duties as may be required, all subject to this Ag	greement.
0 1 0 0 11 0	
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE as	grees 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 full	rther 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 SPECIA	AL EMPLOYEE, for services
provided, in the following manner: \$15.00	. No other compensation
or benefits is either implied or due, except as expressly provided for in the	is Agreement. The CITY shall
make deductions from the SPECIAL EMPLOYEE's pay as required by I	aw. including but not limited
to, federal, state and local tax withholdings and any contributions to FICA	VMedicare or the Ohio Public
Employees Retirement system.	arried of the one I done
Section 4 - Employee-at-Will, Notice of Termination. The SPI	ECIAL EMPLOYEE and the
CITY have an employee-employer relationship which is conditioned up	oon an "employment-at-will"
basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate	this Agreement at any time
subject to fourteen (14) days' written notice, and the CITY has the same	right subject to fourteen (14)
days' written notice, unless specified otherwise herein. The SPECIAL E	MDI OVEE's status shall be
temporary, subject to the terms of this Agreement and is in the unclassif	fied Civil Somion number to
the City Charter	ned Civil Service pursuant to

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

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

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

following his or her signature. terminating: 08/01/21	This Agreement shall	be in force commencing: 08/03/20 and
CITY OF KETTERING By: Signature of Departme	B g New J	Signature of Special Employee
Director Mary Beth (print or type Director's		Sarah Johnson (print or type name of Employee)
Date signed:	7/15/20	Date signed by employee: 07/12/20

Equal Opportunity Employer

5/10/2017



This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Sarah Johnson hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below. WITNESSETH: $\underline{\text{Section 1}} - \underline{\text{Purposes of Employment}}$. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Private Instruction and for performing other related duties as may be required, all subject to this Agreement. Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff. Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 36.32/hr. . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system. Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter. Section 5 - Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

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

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

following	this or her signature. This Agreement shalng: 08/01/21	s signed this Agreement on the day and year I be in force commencing: 08/03/20 and
Ву: _	EKETTERING MANUS	Sprahformson
Si	gnature of Department	Signature of Special Employee
	irector Mary Beth O'Dell	Sarah Johnson
(p	rint or type Director's name)	(print or type name of Employee)
Da	ate signed:	Date signed by employee: 07 06 20

Equal Opportunity Employer

5/10/2017



2020 NOV 20 PM 2: 53

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Gary Jones hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Fitness Equipment Maintenance and for performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 15.50/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
<u>Section 4 – Employee-at-Will, Notice of Termination</u> . The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
<u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
Section 6 – Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

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

IN WI following his o terminating: 12	r her signature. This Agreement sha	as signed this Agreement on the day and year all be in force commencing: 12/07/20 and
CITY OF KE By: Signat	TTERING wre of Department	Signature of Special Employee
	or Mary Beth O'Dell or type Director's name)	Gary Jones (print or type name of Employee) Date signed by employee:

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES

2021 APR -1 PM 1: 23

SPECIAL EMPLOYEE AGREEMENT

the CITY and KECK, JON	by and between the City of Kettering, Ohio, hereinafter called the SPECIA	
or simply the EMPLOYEE, in consider	ration of the mutual premises set forth below	-
WITNESSETH:		
	ment . The CITY hereby employs the person	al services of the
SPECIAL EMPLOYEE for the purpose		and for
performing other related duties as may b	e required, all subject to this Agreement.	

- Section 2 Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
- Section 3 Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$16.00/HOUR . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
- <u>Section 4 Employee-at-Will, Notice of Termination</u>. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
- <u>Section 5 Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
- <u>Section 6 Termination Without 14 Days' Notice</u>. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

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

	IN WITNESS WHEREOF, each party has signed ring his or her signature. This Agreement shall be in nating: 10/5/2021	
OVEN	A OF METWERNING	
CITY	OF KETTERING	1.0
Ву:	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell (print or type Director's name)	(print or type name of Employee)
	Date signed:	Date signed by employee: $\frac{326}{20}$

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES 2021 MAY 13 PM 1:54

CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: 2021 FRAZE CONCESSIONS TEAM LEADER and for performing other related duties as may be required, all subject to this Agreement.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, each party has following his or her signature. This Agreement shalterminating: 10/5/2021	s signed this Agreement on the day and year ll be in force commencing: 5/10/2021 and
CITY OF KETTERING By:	Marther J. Kein
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee: 5-7-202/

Equal Opportunity Employer

5/10/2017



2020 NOV 23 PM 4: 41

CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Kelly Kidd hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Exercise Instructor and for performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
Section 3 — Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 19.50/hr
Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
<u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
Section 6 – Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

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

IN WITNESS WHEREOF, each party has following his or her signature. This Agreement shalterminating: 12/05/21	s signed this Agreement on the day and year Il be in force commencing: 12/07/20 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Kelly Kidd (print or type name of Employee)
Date signed: 1//23/20	Date signed by employee: \\ \\ \\ \\ \

Equal Opportunity Employer

5/10/2017



2021 APR - 1 PM 1: 23

CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: 2021 FRAZE TEAM LEADER and for performing other related duties as may be required, all subject to this Agreement.

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

 Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
- Section 3 Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$15.50/HOUR

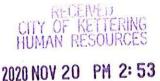
 No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare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

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

	IN WITNESS WHEREOF, each party has sign ring his or her signature. This Agreement shall be atting: 12/5/2021	
CITY By:	OF KETTERING Signature of Department	Signature of Special Employee,
	Director Mary Beth O'Dell (print or type Director's name) Date signed:	(print or type name of Employee) Date signed by employee: 3.22

Equal Opportunity Employer

5/10/2017



CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: FRAZE GROUP LEADER 2021 SEASON and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$23.00/HOUR. . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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

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

IN WITNESS WHEREOF, each party has signs following his or her signature. This Agreement shall be interminating: 12/5/2021	ed this Agreement on the day and year n force commencing: 12/7/2020 and
By: Signature of Department Director Mary Beth O'Dell (print or type Director's name) Date signed: 1//2 d/2 0	Signature of Special Employee Aaron M K (muloe) (print or type name of Employee) Date signed by employee: 11/19/20

Equal Opportunity Employer

5/10/2017



2020 NOV 12 PM 4: 30

SPECIAL EMPLOYEE AGREEMENT

the CITY and Craig Koesters hereinafter called the SPECIAL EMPLOYER		
or simply the EMPLOYEE, in consideration of the mutual premises set forth below.		
of simply the Barr Bo real, in consideration of the mutual premises set form below.		
WITNESSETH:		
Section 1 - Purposes of Employment. The CITY hereby employs the personal services of the		
SPECIAL EMPLOYEE for the purpose(s) of: Assistant Sports Coordinator and for		
performing other related duties as may be required, all subject to this Agreement.		
Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services		
required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether		
existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the		
lawful supervision and direction of those in authority on the CITY's staff.		
of the err is start.		
Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services		
provided, in the following manner: \$15.00/hr . No other compensation		
or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall		
make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited		
to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public		
Employees Retirement system.		
Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the		
CITY have an employee-employer relationship which is conditioned upon an "employment-at-will"		
basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time,		
subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14)		
days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be		
temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to		
the City Charter.		
Section 5 Need for Dansanuel Astinu The 11' of City		
<u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City		
Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.		
and the state of t		
Section 6 - Termination Without 14 Days" Notice. The CITY may terminate this Agreement at		
any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this		
Agreement, when in the sole determination of the CITY the commencement or continuance of the		

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

by the CITY.

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

termii	nating: <u>12/05/21</u>	
CITY By:	OF KETTERING	GJ KITI
	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell	Craig Koesters
	(print or type Director's name)	(print or type name of Employee)
	Date signed://///	Date signed by employee: 11 10 2020

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

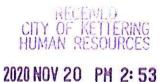
and

following his or her signature. This Agreement shall be in force commencing: 12/07/20

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

Equal Opportunity Employer

5/10/2017



SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Rory Korzan hereinafter called the SPECIAL EMPLOYE
or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH:
<u>Section 1 – Purposes of Employment</u> . The CITY hereby employs the personal services of the
SPECIAL EMPLOYEE for the purpose(s) of: Health & Safety Instructor and for
performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the service required in a professional manner which is consistent with all applicable rules, regulations, policies an procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for service provided, in the following manner: 16.50/hr. No other compensation.
or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY sha
make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limite
o, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Publi
Employees Retirement system.
Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and th
CITY have an employee-employer relationship which is conditioned upon an "employment-at-will

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

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

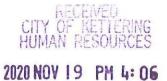
Section 6 - Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s)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

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

IN WITNESS WHEREOF, each party has si following his or her signature. This Agreement shall b terminating: 12/05/21	gned this Agreement on the day and year e in force commencing: 12/07/20 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	Rory Korzan (print or type name of Employee) Date signed by employee:

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called		
the CITY and Jennifer Kunkle hereinafter called the SPECIAL EMPLOYEE		
or simply the EMPLOYEE, in consideration of the mutual premises set forth below.		
WITNESSETH:		
Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Exercise Instructor and for		
performing other related duties as may be required, all subject to this Agreement.		
r		
Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services		
required in a professional manner which is consistent with all applicable rules, regulations, policies and		
procedures of the CITY and its PRCA Department, whether		
existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the		
lawful supervision and direction of those in authority on the CITY's staff.		
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$24.00/hr No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.		
<u>Section 4 – Employee-at-Will, Notice of Termination</u> . The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.		
<u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.		
<u>Section 6 – Termination Without 14 Days' Notice</u> . The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this		

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

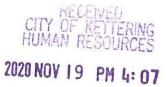
by the CITY.

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

	IN WITNESS WHEREOF, each party has wing his or her signature. This Agreement shall nating: 12/05/21	
CITA	V OF WEETING	,
CITY	Y OF KETTERING	0
Ъ	[M]/c(\II)	
By:	Si di	Jan 1
	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell	Jennifer Kunkle
	(print or type Director's name)	(print or type name of Employee)
	Date signed: 11/17/20	Date signed by employee: 11 - 17 - 2

Equal Opportunity Employer

5/10/2017



SPECIAL EMPLOYEE AGREEMENT

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

the CITY and Kim Lakes	hereinafter called the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration of	f the mutual premises set forth below.
WITNESSETH:	
Section 1 – Purposes of Employment.	The CITY hereby employs the personal services of the
SPECIAL EMPLOYEE for the purpose(s) of:	Exercise Instructor and for
performing other related duties as may be requi	ired, all subject to this Agreement.
Section 2 - Rules, Supervision. The S	PECIAL EMPLOYEE agrees to perform the services
	istent with all applicable rules, regulations, policies and
procedures of the CITY and its	PRCA Department, whether
existing now or subsequently adopted. The SI	PECIAL EMPLOYEE further agrees to submit to the
lawful supervision and direction of those in auth	
	agrees to pay the SPECIAL EMPLOYEE, for services
provided, in the following manner:	19.75/hr. No other compensation
or benefits is either implied or due, except as ex	pressly provided for in this Agreement. The CITY shall
make deductions from the SPECIAL EMPLOY	EE's pay as required by law, including but not limited
to, federal, state and local tax withholdings and	any contributions to FICA/Medicare or the Ohio Public
Employees Retirement system.	

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

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

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

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

IN WITNESS WHEREOF, each particular following his or her signature. This Agreement terminating: 12/05/21	arty has signed this Agreement on the day and year ent shall be in force commencing: 120/7/20 and
CITY OF KETTERING	
By: Month	Limmy Kulas
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Kim Lakes
(print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee: 17-16-20

Equal Opportunity Employer

5/10/2017



CITY CERTING HUMA. PLESOURCES

CITY OF KETTERING 2021 SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: 2021 FRAZE CON GROUP LEADER and for performing other related duties as may be required, all subject to this Agreement.

- Section 2 Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
- Section 3 Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$23.00/HOUR . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
- Section 4 Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
- <u>Section 5 Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
- Section 6 Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

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

IN WITNESS WHEREOF, each party has signed	I this Agreement on the day and year
following his or her signature. This Agreement shall be in terminating: 12/06/2021	force commencing: 3/15/2021 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	(print or type name of Employee) Date signed by employee: 2762

Equal Opportunity Employer

5/10/2017



CITY OF FOLLERING HUMAN FESSURCES 2021 MAR - 9 AM 10: 40

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: 2021 FRAZE GROUP LEADER and for performing other related duties as may be required, all subject to this Agreement.

- Section 2 Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
- Section 3 Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$20.00/HOUR . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
- <u>Section 4 Employee-at-Will, Notice of Termination.</u> The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
- <u>Section 5 Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
- Section 6 Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

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

	ving his or her signature. This Agreement shall be nating: 12/06/2021	
CITY	OF KETTERING	
Ву:	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell (print or type Director's name)	Debra Lavaphin (print or type name of Employee)
	Date signed: 3/8/2/	Date signed by employee: 2/26/2021

Equal Opportunity Employer

5/10/2017



2020 NOV 20 PM 2: 53

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

the CITY and Rebecca Lephart hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Water Workout Instruction and for performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 20.00/hr
Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
<u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
Section 6 – Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired by the CITY.

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

IN WITNESS WHEREOF, each party has a following his or her signature. This Agreement shall terminating: 12/05/21	
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Rebecca Lephart (print or type name of Employee)
Date signed:	Date signed by employee: 11/11/2020

Equal Opportunity Employer

5/10/2017



2021 MAR 30 AM 11: 40

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

or simply the EMPLOYEE, in consideration of the mutual premises set forth below. WITNESSETH: Section 1 - Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: 2021 FRAZE CROWD MANAGEMENT and for performing other related duties as may be required, all subject to this Agreement. Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff. Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$15.00/HOUR . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited

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.

to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public

Employees Retirement system.

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

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

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

following his or her signature. This Agreement shall be terminating: 12/5/2021	The state of the s
By: Signature of Department	Melissa A. Leulis Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed: 3/3/2/	Melissa A. Lewis (print or type name of Employee) Date signed by employee: 3/24/2021

Equal Opportunity Employer

5/10/2017





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

This Agreement is entered into by the CITY and Meryl Matthews	here	einafter called th	CDECIAL EMPLOYEE
or simply the EMPLOYEE, in considerat	tion of the mutu	ual premises set f	orth below.
WITNESSETH:			
Section 1 – Purposes of Employme	ent . The CITY	hereby employs	the personal services of the
SPECIAL EMPLOYEE for the purpose(s	s) of:	Instructor	and for
performing other related duties as may be	required, all su	bject to this Agre	ement.
Section 2 - Rules, Supervision, T	he SPECIAL I	EMDI OVEE ACH	non to would !
required in a professional manner which is procedures of the CITY and its existing now or subsequently adopted. The lawful supervision and direction of those in	consistent with PRCA	all applicable rul	es, regulations, policies and
procedures of the CITY and its existing now or subsequently adopted. The lawful supervision and direction of those in Section 3 – Compensation. The CI	consistent with PRCA ne SPECIAL E authority on the	all applicable rule EMPLOYEE furth e CITY's staff.	es, regulations, policies and Department, whether her agrees to submit to the
procedures of the CITY and its existing now or subsequently adopted. The lawful supervision and direction of those in Section 3 – Compensation. The CI provided, in the following manner:	consistent with PRCA he SPECIAL E authority on the TY agrees to p	all applicable rule EMPLOYEE furth e CITY's staff. Day the SPECIAL Whr.	Department, whether agrees to submit to the EMPLOYEE, for services
procedures of the CITY and its existing now or subsequently adopted. The lawful supervision and direction of those in Section 3 — Compensation. The CI provided, in the following manner: or benefits is either implied or due, except as	consistent with PRCA ne SPECIAL E authority on the SPECIAL E as expressly processly process processly pr	EMPLOYEE furthe CITY's staff. Day the SPECIAL Whr.	es, regulations, policies and Department, whether her agrees to submit to the EMPLOYEE, for services No other compensation Agreement. The CITY shall
required in a professional manner which is procedures of the CITY and its existing now or subsequently adopted. The lawful supervision and direction of those in Section 3 – Compensation. The CI provided, in the following manner: or benefits is either implied or due, except a make deductions from the SPECIAL EMPI	consistent with PRCA ne SPECIAL E authority on the TY agrees to p \$21.00 as expressly pro LOYEE's pay a	EMPLOYEE furthe CITY's staff. Day the SPECIAL Whr. Divided for in this as required by lay	es, regulations, policies and Department, whether her agrees to submit to the EMPLOYEE, for services No other compensation Agreement. The CITY shall including but not limited
procedures of the CITY and its existing now or subsequently adopted. The lawful supervision and direction of those in Section 3 – Compensation. The CI provided, in the following manner:	consistent with PRCA ne SPECIAL E authority on the TY agrees to p \$21.00 as expressly pro LOYEE's pay a	EMPLOYEE furthe CITY's staff. Day the SPECIAL Whr. Divided for in this as required by lay	es, regulations, policies and Department, whether her agrees to submit to the EMPLOYEE, for services No other compensation Agreement. The CITY shall including but not limited

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

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

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

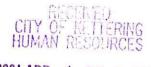
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE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

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

Equal Opportunity Employer

5/10/2017





2021 APR -1 PM 1:23

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

WITNESSETH:

<u>Section 1 – Purposes of Employment</u>. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: <u>2021 FRAZE TEAM LEADER</u> and for performing other related duties as may be required, all subject to this Agreement.

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

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

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

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

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

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

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

following his or her signature. This Agreement shall terminating: 10/5/2021	
CITY OF KETTERING By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	Elizabeth Mazzae (print or type name of Employee) Date signed by employee:

Equal Opportunity Employer

5/10/2017



RECLIVED CITY OF KETTERING HUMAN RESOURCES

2020 DEC 16 PM 3: 49

SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

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

Naturalist

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

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

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

\$14.60 per hour

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

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

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

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

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

IN WITNESS WHEREOF, each party following his or her signature. This Agreement terminating: 12/5/2021	has signed this Agreement on the day and year shall be in force commencing:12/7/2020 and
CITY OF KETTERING By: Signature of Department	Signature of Special Employee
<u>Director</u> Mary Beth O'Dell (print or type Director's name)	Shenandoah McGlone (print or type name of Employee)
Date signed: /2//4/2	Date signed by employee: 12/10/2020

Equal Opportunity Employer

5/10/2017



2020 NOV 19 PM 4: 05

KFTTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Alexis McLaughlin hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Exercise Instructor and for performing other related duties as may be required, all subject to this Agreement.
Section 2 — Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 22.75/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
Section 5 – Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City

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

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

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

by the CITY.