

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

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

IN WITNESS WHEREOF, each party has s following his or her signature. This Agreement shall I terminating: 12/04/22	be in force commencing: 12/06/21 and
CITY OF KETTERING By:	Metal
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: What	Date signed by employee: 11/22/21

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES 2021 DEC -1 PM 2: 19

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: 2022 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: \$16.25/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.

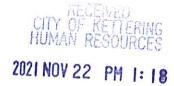
Section 5 – Need for Personnel Action. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

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.

	ving his or her signature. This Agreement shall be in nating: 12/4/2022	, ,
CITY	OF KETTERING	
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: 11/24/2021

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 Jenah Cho Bartek hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

WITNESSETH:

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

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

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.

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

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

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

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

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

IN WITNESS WHEREOF, each party has si following his or her signature. This Agreement shall b terminating: 12/04/22	
CITY OF KETTERING By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	Jenah Cho Bartek (print or type name of Employee) Date signed by employee: ///17/2/

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES

2021 DEC -1 PM 2: 19

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

 $\frac{Section \ 1-Purposes \ of \ Employment}{SPECIAL \ EMPLOYEE \ for \ the \ purpose(s) \ of: \ \underline{2022 \ FRAZE \ CROWD \ MANAGEMENT}} \quad and \ for \ performing \ other \ related \ duties \ as \ may \ be \ required, \ all \ subject \ to \ this \ Agreement.}$

- <u>Section 2 Rules, Supervision</u>. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its <u>PRCA</u> <u>Department</u>, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
- Section 3 Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$15.25/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 a following his or her signature. This Agreement shall terminating: 12/4/2022	
CITY OF KETTERING By:	000
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	Amanda Bass Ander I (print or type name of Employee) Date signed by employee: 11 27 21

Equal Opportunity Employer

5/10/2017



2021 DEC -1 PM 2: 20

CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Alexander Blankenship hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
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: 17.88/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
<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.

IN WITNESS WHEREOF, each party has following his or her signature. This Agreement shal terminating: 12/04/22	
CITY OF KETTERING By:	AB 1m
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Alexander Blankenship
(print or type Director's name)	(print or type name of Employee)
Date signed:	Date signed by employee: 11 /23 /21

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES 2022 JAN 18 PM 3: 15

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.
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: 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.
<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

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

the City Charter.

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

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

	IN WITNESS WHEREOF, each party has signed ring his or her signature. This Agreement shall be in lating: 12/04/22		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)	Jaimey Bly II (print or type name of Employee)	
	Date signed:	Date signed by employee:	15-22

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES 2021 NOV 22 PM 4: 12

CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Kelley Booze hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment SPECIAL EMPLOYEE for the purpose(s) of: Adult Art Class Instruction and for performing other related duties as may be required, all subject to this Agreement.
<u>Section 2 – Rules, Supervision</u> . The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its <u>Parks</u> , Recreation and Cultural Arts <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: \$35.00 per contact hour . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
<u>Section 4 – Employee-at-Will, Notice of Termination</u> . The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time,

days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE'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.

subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14)

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 terminating: 12/04/2022	
CITY OF KETTERING By:	Killing Jong
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Kelley Booze
(print or type Director's name)	(print or type name of Employee)
Date signed: 1//22/3	Date signed by employee:

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES 2021 NOV 17 PM 3: 28

CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: 2022 Adult and Youth dance class instruction and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$27/hour for class instruction

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

<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.

termir	nating: 12/4/2022	
CITY By:	OF KETTERING Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell	Nancy Boss

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: 12/6/2021 and

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

Date signed: ///// Date signed by employee: NOV

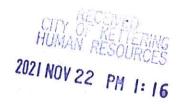
Date signed by employee: November 16,202/

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

Equal Opportunity Employer

5/10/2017





This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Nancy Boss hereinafter called the SPECIAL EMPLOYEE or simply the **EMPLOYEE**, in consideration of the mutual premises set forth below. WITNESSETH: Section 1 - Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Exercise Instructor and for performing other related duties as may be required, all subject to this Agreement. Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and PRCA procedures of the CITY and its Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff. Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services \$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

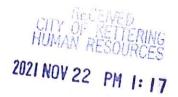
by the CITY.

	IN WITNESS WHEREOF, each party has signe wing his or her signature. This Agreement shall be in nating: 12/04/22		and
CITY By:	OF KETTERING Signature of Department	Many Bosson 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: 2877	<u> 5,2021</u>

Equal Opportunity Employer

5/10/2017





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

WITNESSETH:		
Section 1 – Purposes of Employment. The	CITY hereby employs the personal serv	ices 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.		
	j.	

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

 \$12.25/hr.

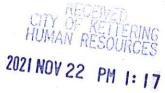
 No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare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

IN WITNESS WHEREOF, each party has sign following his or her signature. This Agreement shall be it terminating: 12/04/22	
CITY OF KETTERING	
By:	Heather Boyer
Signature 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: 11/21/2	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 Heather Boyer hereinafter called the SPECIAL EMPLOYE 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 service required in a professional manner which is consistent with all applicable rules, regulations, policies are procedures of the CITY and its
Section 3 — Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for service 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 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 any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of the Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired

by the CITY.

IN WITNESS WHEREOF, each party has sig following his or her signature. This Agreement shall be terminating: 12/04/22	
terminating, 12/04/22	-
CITY OF KETTERING	
By: Morel	Heather Boyer
Signature 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: 1/22/4	Date signed by employee: $11/12/21$

Equal Opportunity Employer

5/10/2017



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

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

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

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

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

IN WITNESS WHEREOF, each party has following his or her signature. This Agreement shalterminating: 12/04/22	s signed this Agreement on the day and year all be in force commencing: 12/06/21 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	Karen Brumit (print or type name of Employee) Date signed by employee:

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES 2021 NOV 22 PM 1: 18

CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

the CITY and Mary Beth Cloyd hereinafter called the SPECIAL EMPLOYER
or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH:
<u>Section 1 – Purposes of Employment</u> . The CITY hereby employs the personal services of the
SPECIAL EMPLOYEE for the purpose(s) of: Exercise Instructor and for
performing other related duties as may be required, all subject to this Agreement.
Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services
required in a professional manner which is consistent with all applicable rules, regulations, policies and
procedures of the CITY and its PRCA Department , whether
existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the
lawful supervision and direction of those in authority on the CITY's staff.
, , , , , , , , , , , , , , , , , , ,
Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services
provided, in the following manner: 20.50/hr. No other compensation
or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall
make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited
to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public
Employees Retirement system.
Section 4 Employee at Will Notice of Termination The SDECIAL EMDLOVEE and the
<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

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.

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: 12/06/21 and terminating: 12/04/22		
CITY	OF KETTERING	
Ву:	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: 11/22/2/	Date signed by employee:

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES 2021 NOV 22 PM 1: 16

CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

	This Agreement is entered into by	y and between the City of Kettering, Ohio, hereinafter called
the (CITY and Courtney Coe	hereinafter called the SPECIAL EMPLOYEE
or si	nply the EMPLOYEE, in considera	ation of the mutual premises set forth below.
	WITNESSETH:	
	Section 1 – Purposes of Employn	nent. The CITY hereby employs the personal services of the

Instructor

SPECIAL EMPLOYEE for the purpose(s) of:___

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

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

Section 3 — Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$30.00/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.

IN WITNESS WHEREOF, each party has signature. This Agreement shall be terminating: 12/04/22	
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed: ///22/7	Courtney Coe (print or type name of Employee) Date signed by employee:

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES 2021 NOV 22 PM 1: 16

CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Courtney Coe hereinafter called the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the
SPECIAL EMPLOYEE for the purpose(s) of: Personal Trainer and for
performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services
provided, in the following manner: \$20.00/hr. No other compensation
or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall
make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited
to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public
Employees Retirement system.
Employees Remement system.
Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
<u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City

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

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

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

by the CITY.

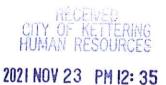
IN WITNESS WHEREOF, each party has following his or her signature. This Agreement shall terminating: 12/04/22	
(
CITY OF KETTERING	
By: Signature of Department	Signature of Special Employee
Divoston Moure Both OlDall	Courtney Coe
Director Mary Beth O'Dell	
(print or type Director's name)	(print or type name of Employee)
Date signed: ///27/21	Date signed by employee:

Equal Opportunity Employer

5/10/2017



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CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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: Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Health and Safety Instructor and for performing other related duties as may be required, all subject to this Agreement.
Section 2 — Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$12.25/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
<u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City

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

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

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

by the CITY.

following his or her signature. This Agreement shall be in terminating: 12/04/22	
By:	SuM/1 Conh
Signature of Department Director Mary Beth O'Dell (print or type Director's name) Date signed: ///23/~~/	Signature of Special Employee Stand Conden (print or type name of Employee) Date signed by employee: 11/19/2/

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES 2021 NOV 23 PM 12: 35

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Faith Cornett hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment. The 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: 12.25/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
<u>Section 4 – Employee-at-Will, Notice of Termination</u> . The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
<u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City

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

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

IN WITNESS WHEREOF, each party has sig following his or her signature. This Agreement shall be terminating: 12/04/22	ned this Agreement on the day and year in force commencing: 12/06/21 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Faith Cornett (print or type name of Employee)
Date signed://23/2/	Date signed by employee: 11/20/7

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES 2021 NOV 23 PM 12: 35

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

IN WITNESS WHEREOF, each party has following his or her signature. This Agreement shall terminating: 12/04/22	
CITY OF KETTERING By:	Mia Carentt
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Mia Cornett
(print or type Director's name)	(print or type name of Employee)
Date signed: ///23/2(Date signed by employee: 1/20/21

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES 2021 NOV 23 PM 12: 35

CITY & 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: 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: 12.25/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		

IN WITNESS WHEREOF, each party has si following his or her signature. This Agreement shall be terminating: 12/04/22	igned this Agreement on the day and year one in force commencing: 12/06/21 and
By: Signature of Department	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: 4/2021

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES 2021 NOV 22 PM 1: 15

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.
or simply the EMPLOYEE, in consideration of the mutual premises set form below.
WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Personal Trainer and for performing other related duties as may be required, all subject to this Agreement.
Section 2 — Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 20.25/hr No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
<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.

IN WITNESS WHEREOF, each party has following his or her signature. This Agreement shall terminating: 12/04/22	s signed this Agreement on the day and year ll be in force commencing: 12/06/21 and
CITY OF KETTERING	
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: 11/2/14	Date signed by employee: ////s/21

Equal Opportunity Employer

5/10/2017



2021 NOV 22 PM 1: 15

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

SPECIAL EMPLOYEE AGREEMENT

the CITY and Kevin Crisler	hereinafter called the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in con	nsideration of the mutual premises set forth below.
2000	
WITNESSETH:	
	nployment. The CITY hereby employs the personal services of the
SPECIAL EMPLOYEE for the pr	urpose(s) of: Exercise Instructor and for
	may be required, all subject to this Agreement.
Section 2 - Rules, Superv	ision. The SPECIAL EMPLOYEE agrees to perform the services
required in a professional manner v	which is consistent with all applicable rules, regulations, policies and
procedures of the CITY and its	PRCA Department, whether
existing now or subsequently ado	pted. The SPECIAL EMPLOYEE further agrees to submit to the
awful supervision and direction of	those in authority on the CITY's staff.
	The CITY agrees to pay the SPECIAL EMPLOYEE, for services
provided, in the following manner:	21.00/hr No other compensation
	except as expressly provided for in this Agreement. The CITY shall
	L EMPLOYEE's pay as required by law, including but not limited
	noldings and any contributions to FICA/Medicare or the Ohio Public
Employees Retirement system.	
	Vill, Notice of Termination. The SPECIAL EMPLOYEE and the
	relationship which is conditioned upon an "employment-at-will"
	MPLOYEE has the right to terminate this Agreement at any time,
subject to fourteen (14) days' writte	on notice, and the CITY has the same right, subject to fourteen (14)

- b days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE'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.

IN WITNESS WHEREOF, each party has sign following his or her signature. This Agreement shall be terminating: 12/04/22	gned this Agreement on the day and year in force commencing: 12/06/21 and
By: Signature (5)	4.6.Wil
Signature of Department Director Mary Beth O'Dell (print or type Director's name)	Signature of Special Employee Kevin Crisler (print or type name of Employee)
Date signed: // W/Y	Date signed by employee: ///s/21

Equal Opportunity Employer

5/10/2017



CITY OF THE THE RING HUMAN RESOURCES
2021 NOV 22 PM 1: 16

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called
the CITY and Bradley Currie hereinafter called the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH:
<u>Section 1 – Purposes of Employment</u> . The CITY hereby employs the personal services of the
SPECIAL EMPLOYEE for the purpose(s) of: Exercise Instructor and for
performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether
existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$19.25/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
<u>Section 4 – Employee-at-Will, Notice of Termination</u> . The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
<u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.

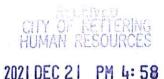
Section 6 - Termination Without 14 Days" Notice. The CITY may terminate this Agreement at

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

Date signed:	Date signed by employee:
(print or type Director's name)	(print or type name of Employee)
Director Mary Beth O'Dell	Brad Currie
Signature of Department	Signature of Special Employee
By:	19/1
CITY OF KETTERING	
terminating: 12/04/22	
following his or her signature. This Agreement shall be	

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 Kirsten 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: Instructor's Aide (fencing) and for performing other related duties as may be required, all subject to this Agreement. Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and **PRCA** procedures of the CITY and its Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff. Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$14.00/hr. . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

- <u>Section 4 Employee-at-Will, Notice of Termination.</u> The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
- 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.
- <u>Section 8 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and/or submit all records and forms determined necessary for the CITY for purposes of employment and program operations. Failure to meet this requirement within established deadlines set by the CITY may result in immediate termination of this Agreement, without necessity of the advance notice described in Section 4. The CITY shall not be arbitrary in setting of said deadlines.
- <u>Section 9 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.
- <u>Section 10 Severability and Construction</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City. The language used in this Agreement shall be deemed to be 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: 12/04/22	
CITY	Y OF KETTERING	
By:	Mme	Note 12
,	Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell	Kirsten Denman
	(print or type Director's name)	(print or type name of Employee)
	Date signed: $\frac{12/2}{2}$	Date signed by employee: 12/21/21

Equal Opportunity Employer

5/10/2017



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

SPECIAL EMPLOYEE AGREEMENT

the CITY and Matthew Denman	hereinafter called the SPECIAL EMPLOYER
or simply the EMPLOYEE , in consideration of	
	he CITY hereby employs the personal services of the
SPECIAL EMPLOYEE for the purpose(s) of: F performing other related duties as may be required	ed, all subject to this Agreement.
required in a professional manner which is consis procedures of the CITY and its PRO	ECIAL EMPLOYEE further agrees to submit to the
provided, in the following manner: or benefits is either implied or due, except as exp make deductions from the SPECIAL EMPLOYE	grees to pay the SPECIAL EMPLOYEE, for services \$15.00/hour
CITY have an employee-employer relationship basis. Specifically, the SPECIAL EMPLOYEE has subject to fourteen (14) days' written notice, and days' written notice, unless specified otherwise I	f Termination. The SPECIAL EMPLOYEE and the which is conditioned upon an "employment-at-will" as the right to terminate this Agreement at any time, the CITY has the same right, subject to fourteen (14) herein. The SPECIAL EMPLOYEE's status shall be at and is in the unclassified Civil Service pursuant to
	. The obligations of the parties are subject to and Action form being signed by or through the City LEMPLOYEE.

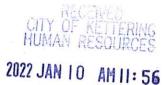
Section 6 – Termination Without 14 Days" Notice. The CITY may terminate this Agreement at

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

following his or her signature. This Agreement shall be in terminating: 12/04/22	ed this Agreement on the day and year and force commencing: 12/06/21 and
By: Signature of Department Director	Signature of Special Employee
Mary Beth Thaman (print or type Director's name) Date signed:	Matthew Denman (print or type name of Employee) Date signed by employee: 11/16/2

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 Kaleb Dilger	hereinafter called the SPECIAL EMPLOYER
or simply the EMPLOYEE, in consideration of the	e mutual premises set forth below.
WITNESSETH:	
	CITY hereby employs the personal services of the
SPECIAL EMPLOYEE for the purpose(s) of:	
performing other related duties as may be required,	all subject to this Agreement.
Section 2 – Rules, Supervision. The SPEC required in a professional manner which is consister procedures of the CITY and its PRO existing now or subsequently adopted. The SPEC	Department, whether
lawful supervision and direction of those in authority	on the CITY's staff.
provided, in the following manner: \$1	
or benefits is either implied or due, except as express make deductions from the SPECIAL EMPLOYEE'S to, federal, state and local tax withholdings and any Employees Retirement system.	s pay as required by law, including but not limited
Section 4 - Employee-at-Will, Notice of T	<u>Fermination</u> . The SPECIAL EMPLOYEE and the

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

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

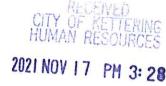
Section 6 - Termination Without 14 Days" Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s)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

- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <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 has swing his or her signature. This Agreement shall inating: 12/04/22	be in force commencing: 12/06/21 and
CIT By:	Y OF KETTERING Signature of Department	Signature of Special Employee
	Director Mary Beth O'Dell (print or type Director's name)	Kaleb Dilger (print or type name of Employee)
	Date signed:	Date signed by employee: 1/3/22

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 Sammie Sue Edmondson hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.

WITNESSETH:

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

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

Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$27/hour for class instruction

or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, 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.

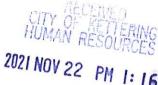
- <u>Section 7 No Subcontracting Assignment</u>. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in <u>any way</u> subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The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

following his or her signature. This Agreement shall terminating: 12/04/2022	0 , ,
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed: 11/17/2/	SAMMIE SUE ED MONDSON (print or type name of Employee) Date signed by employee: 11-17-2021

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.

WITNESSETH:

he CITY hereby employs the personal	services of the
Exercise Instructor	and for
performing other related duties as may be required, all subject to this Agreement.	
	Exercise Instructor

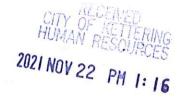
- <u>Section 2 Rules, Supervision</u>. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its <u>PRCA</u> **Department**, whether existing now or subsequently adopted. 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: 20.00/hr. . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
- <u>Section 4 Employee-at-Will, Notice of Termination.</u> The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
- <u>Section 5 Need for Personnel Action</u>. The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
- <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.

IN WITNESS WHEREOF, each party has si following his or her signature. This Agreement shall b terminating: 12/04/22	
By: Signature of Department	Signature of Special/Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	Larry Fox (print or type name of Employee) Date signed by employee:

Equal Opportunity Employer

5/10/2017





the CITY and Larry Fox hereinafter called the SPECIAL EMPLOYEE
the CITY and Larry Fox hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
of simply the EMI LOTEE, 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: Group Personal Trainer and for
performing other related duties as may be required, all subject to this Agreement.
Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services
required in a professional manner which is consistent with all applicable rules, regulations, policies and
procedures of the CITY and its PRCA Department, whether
existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the
lawful supervision and direction of those in authority on the CITY's staff.
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 26.25/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.
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

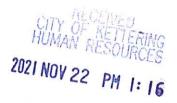
Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired

IN WITNESS WHEREOF, each party has signe following his or her signature. This Agreement shall be interminating: 12/04/22	
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Larry Fox (print or type name of Employee)
Date signed:	Date signed by employee: _//-/2-2/

Equal Opportunity Employer

5/10/2017





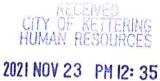
CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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

IN WITNESS WHEREOF, each party has a following his or her signature. This Agreement shall terminating: 12/04/22	signed this Agreement on the day and year be in force commencing: 12/06/21 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	Larry Fox (print or type name of Employee) Date signed by employee: 11-12-21

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 Kathleen Gelm hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Water Workout Instruction (Drop in) and for performing other related duties as may be required, all subject to this Agreement.
Section 2 — Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 19.25/hr
Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
<u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.
Section 6 – Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the

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

IN WITNESS WHEREOF, each party has signe		
following his or her signature. This Agreement shall be in force commencing: 12/06/21 and		
terminating: 12/04/22		
CITY OF KETTERING		
By:	Kathleen Helm	
Signature of Department	Signature of Special Employee	
	* *	
Director Mary Beth O'Dell	Kathleen Gelm	
(print or type Director's name)	(print or type name of Employee)	
Date signed:	Date signed by employee:	
•		

Equal Opportunity Employer

5/10/2017



SPECIAL EMPLOYEE AGREEMENT

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

<u>Section 1 - Purposes of Employment</u>. Effective **September 6, 2022**, the CITY hereby employs the personal services of the SPECIAL EMPLOYEE for a limited time period for the purpose(s) of: (i.) performing the duties of **GIS Technician** as described in the attached job description, and (ii.) such other duties and services as may be assigned in the sole discretion of the **Administrative Systems Director or his authorized designee**. All such duties and services shall be subject to the provisions of this Agreement. EMPLOYEE's status shall be considered, "at will" and in the Unclassified Civil Service of the CITY.

Section 2 — Rules; Supervision. At all times the SPECIAL EMPLOYEE shall perform the required services and duties in a professional manner and in conformance with all applicable rules, regulations, policies, and procedures of the CITY, whether existing now or subsequently adopted while this Agreement is in effect. The SPECIAL EMPLOYEE further agrees to perform the required services and duties under the supervision and direction of the Administrative Systems Director or any designee authorized by the Administrative Systems Director. The services and duties to be provided by SPECIAL EMPLOYEE under this Agreement shall require SPECIAL EMPLOYEE to work no more than 20 hours per week and not to exceed 150 hours in total, and provide such services and duties on such workdays and during such hours as necessary and/or as may be requested by the Administrative Systems Director or his respective designees to satisfactorily complete the services and duties. At all times while this Agreement is in effect, SPECIAL EMPLOYEE shall be subject to the administrative policies of the CITY regarding employees. EMPLOYEE shall not use CITY equipment or supplies for any purpose or project that is not directly related to or for the benefit of the CITY.

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

- (a.) The CITY shall pay EMPLOYEE an "hourly base rate" of \$30.86 per hour.
- (b.) Except as expressly provided for in this Agreement or as may be approved in writing by the City Manager, no other compensation and no other benefits are either implied nor due EMPLOYEE. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state, and local tax withholdings.
- (c.) The CITY is committed to complying with state and federal laws regarding deductions from employees' pay and will promptly correct any mistakes that are made in connection with such deductions. If EMPLOYEE believes that his pay has been improperly reduced, EMPLOYEE shall contact Human Resources.

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

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

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

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

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

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

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

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

<u>Section 12 – Effective Date and Terms</u>. Unless terminated earlier as provided in Section 4 and Section 5, this Agreement shall become effective **September 6, 2022**, through **December 25, 2022**.

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

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

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

EMPLOYEE: CITY OF KETTERING: **Christopher Goessl** City of Kettering 3600 Shroyer Road Kettering, OH 45429 Christopher Goessl, GIS Technician (937)296-2412 Drew Miller, Administrative Systems Director Date signed: Mark W. Schwieterman, City Manager Date signed: APPROVED AS TO FORM:

CERTIFICATION OF FUNDS:

Theodore A. Hamer III, Law Director

Nancy Gregory, Finance Director



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

Section 1 - Purposes of Employment. Concurrent with the EMPLOYEE's employment with the Miami Valley Communications Council (MVCC) the CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Director of TCSU Task Force (A salaried, overtime exempt position in the Unclassified Civil Service with a full-time schedule) and for performing other related duties as may be required from September 27, 2021, until September 25, 2022, 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.

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 and/or the SPECIAL EMPLOYEE's contract with MVCC is terminated.

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

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

<u>Section 9 - Compensation on Termination</u>. Should this Agreement 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 sult or claim by either party against the other respective party and that 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 – Effective Date and Terms.</u> This Agreement shall become effective September 27, 2021, and shall terminate on September 25, 2022, 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	
Ву:	Mark W. Schwieterman, City Manager (print or type City Manager's name) Date signed: 7 2 2 4 Signature of Department Director	Signature of Special Employee
	Christopher N. Protsman, Chief of Police (print or type Director's name) Date signed: 7/26/2/	Robert J. Green (print or type name of Employee), Date signed by employee: 7/24/2
		Address:

Approved as to form:

Theodore A. Hammer III Law Director

CENTIFICATION OF FUNDS

PRINCIPLE DIRECTOR

Equal Opportunity Employer

EXHIBIT A SPECIAL EMPLOYEE AGREEMENT

TACTICAL CRIME SUPPRESSION UNIT HOST LAW ENFORCEMENT AGENCY AGREEMENT

THIS TACTICAL CRIME SUPPRESSION UNIT HOST LAW ENFORCEMENT AGENCY AGREEMENT ("Agreement") is entered into by and between the Miami Valley Communications Council, a regional council of governments organized pursuant to Ohio Revised Code Chapter 167 ("MVCC") and the City of Kettering, Ohio, an Ohio municipal corporation ("Kettering").

WHEREAS, on or about January 1, 2017, the Miami Valley Communications Council, (the "MVCC"), and the municipalities of Centerville, Germantown, Kettering, Miamisburg, Moraine, Oakwood, Springboro and West Carrollton, all being Ohio municipal corporations (the "Members"), entered into a Tactical Crime Suppression Unit Agreement ("TCSU Agreement") for purposes of coordinating the Members' police activities and exchange of information to deal more effectively with the present and projected crime levels in the Members' municipalities.

WHEREAS, pursuant to the TCSU Agreement, MVCC acts as an administrative and fiscal agent for the Tactical Crime Suppression Unit ("TCSU") and provides the necessary funding through its general budget to pay for the services of a full-time TCSU Director.

WHEREAS, MVCC desires, on behalf of the TCSU, to hire the full-time services of a TCSU Director to supervise the activities of the TCSU and to work with the TCSU Board of Directors in coordinating investigative operations within the Member municipalities; and

WHEREAS, in order to serve as a TCSU Director, the successful candidate must be a certified peace officer as defined by the state of Ohio, and must be employed on a continuing basis by a bona fide government law enforcement agency; and

WHEREAS, MVCC, on behalf of TCSU, desires to enter into an agreement with the City of Kettering ("City") to Induce the City to act as the host law enforcement agency and enter into a Special Employee Agreement (in the form of contract attached hereto as Exhibit A) with a qualified person to serve as a contractual employee of the City's police department ("Employee") for purposes of serving as the full-time TCSU Director and MVCC will reimburse the City for that Employee's compensation.

NOW, THEREFORE, in consideration of the foregoing recitations, all of which are incorporated into this Agreement, and benefits to the parties mutually accruing, the parties hereto agree as follows:

- Special Employee Agreement. City agrees to enter into a Special Employee Agreement in the form
 attached hereto as Exhibit A whereby City will serve as the official law enforcement agency
 employer of Employee. City and MVCC agree and acknowledge the Employee's salary and benefits
 have been negotiated between MVCC on behalf of TCSU and Employee and the agreed upon
 compensation is reflected in the Special Employee Agreement between Employee and the City.
 The City will bill MVCC and MVCC will reimburse the City on a quarterly basis for Employee's
 compensation and all associated expenses including, without limitation, severance, worker's
 compensation, and unemployment.
- 2. <u>Term</u>. This Agreement will be effective as of September 27, 2021 and terminate September 25, 2022.

3. <u>Notices</u>. Notices required or desired pursuant to the Agreement or the Special Employee Agreement shall be in writing and delivered in person; overnight mail; U.S. certified mail, return receipt requested; electronic mail, or facsimile, and addressed as follows:

MVCC/TCSU:

Miami Valley Communications Council

Attn: Jay Weiskircher, Director

1195 E. Alex-Bell Road Centerville, OH 45459

City:

City of Kettering

Attn: Mark W. Schwieterman

3600 Shroyer Road Kettering, OH 45429

Either party may change the address for notice by giving notice of any change in the manner herein set forth for notices. For purposes of this Agreement, a notice mailed shall be deemed received when mailed and a notice that is hand delivered, emailed or faxed shall be deemed received upon delivery.

- 4. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio and any applicable federal laws.
- 5. <u>Consent to Jurisdiction</u>. Any claim arising out of or in any way related to this Agreement which properly results in the filing of a lawsuit shall be instituted by the complaining party or removed to and adjudicated in Common Pleas Court of Montgomery County, Ohio and all parties to this Agreement consent to the personal jurisdiction of and venue is such courts.
- 6. <u>Binding Effect</u>. The terms of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by the parties, but shall not be binding on, for the benefit of, or enforceable by their respective heirs, beneficiaries, administrators, executors, personal legal representatives, successors or assigns.
- 7. <u>Waiver</u>. The waiver by either party of any breach of any provision of this Agreement shall not be construed and or constitute a waiver of any other breach of any provision of this Agreement.
- 8. <u>Severability</u>. If any provision of this Agreement is held invalid or unenforceable by any court of proper jurisdiction, such holding shall not invalidate or render unenforceable any other provision and all such remaining provisions shall remain in full force and effect to the fullest extent permitted by law.
- 9. <u>Complete Agreement: Modifications</u>. This Agreement supersedes all prior written or oral discussions, negotiations, understandings, and agreements between the parties are intended as a complete and exclusive statement of the terms of the agreement between the parties, and may be amended, modified or rescinded only by a written instrument executed by the parties.
- 10. <u>Counterparts</u>. This Agreement may be executed by the parties in several counterparts which when taken together shall be deemed to be one original, and/or may be executed in multiple copies, each of which shall be deemed an original. All true and accurate copies of this full executed

Agreement shall be valid and binding evidence of the Agreement of the parties, whether the document and/or any or all of the signatures are reproductions of an original by photocopy, facsimile or email transmission, or other method commonly accepted as accurate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and effective as of the date last signed by the parties below.

MVCC ON BEHALF OF TCSU

MIAMI VALLEY COMMUNICATIONS COUNCIL
By: Jak. William
Jay Weiskircher, Director
Date: 7/20/21
ę ·
EMPLOYER
CITY OF KETTERING
By: Massian
Mark W. Schwieterman, City Manager
Date: 7/22/24
,
APPROVED AS TO FORM:
By: Warner III
Theodore A. Hamer, III, Law Director
710 201

CERTIFICATION OF FUNDS

CITY MANAGER EMPLOYMENT AGREEMENT

This City Manager Employment ("Agreement") is made and entered into by and between THE CITY OF KETTERING, OHIO, a municipal corporation ("Employer" or "City") and MATTHEW H. GREESON ("Employee") and will be effective on the date it is signed on behalf of the City.

WITNESSETH:

WHEREAS, Employee has the education, training, and experience in local government management to be a fully qualified city manager and who, as a member of ICMA, is subject to and follows the ICMA Code of Ethics; and

WHEREAS, the Employer desires to retain the services of Employee and to appoint Employee as Manager of the City of Kettering, and Employee desires to be so retained and appointed;

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

SECTION 1 - TERM

This Agreement shall remain in full force and effect from December 12, 2022 until terminated by the Employer or Employee as provided in Sections 9, 10, 11, or 12 of this agreement.

SECTION 2 – DUTIES AND AUTHORITY

A. Effective December 12, 2022 Employer agrees to appoint and employ Employee as a special employee of the City of Kettering working with the current City Manager and preparing for assumption of City Manager duties in 2023. For avoidance of doubt, during this interim period, this Agreement will be in full force and effect and Employee is entitled to all rights and benefits hereunder.

B. Effective January 1, 2023, Employer agrees to appoint and employ Employee as City Manager of Employer to perform the functions and duties specified in the Charter of the City of Kettering, Ohio, the Kettering Codified Ordinances, and Administrative Rules and Regulations, as the same presently exist or may hereinafter be amended, and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign to the City Manager.

SECTION 3 - COMPENSATION

A. Employer agrees to pay Employee at an hourly base rate of \$96.16 per hour (\$200,012.80 annually). The annual base salary of the Employee is based on a 2,080 work hour year, regardless of the actual amount of hours worked by Employee, plus a 26 pay period year. If the Employee is employed during a year with 27 pay periods, then in addition to the annual base salary Employee shall be paid for the 27th pay period an amount equal to 80 hours multiplied by the hourly base rate in effect during the 27th pay period. Employee's annual base salary shall be payable in installments at the same time as other employees of the City are paid. Employee's compensation (base salary and benefits) is subject to normal deductions for State of Ohio Retirement System, taxes, and other withholdings required by law.

B. Increases in compensation will be considered as part of the performance evaluation process set out in Section 13 below.

SECTION 4 - DISABILITY, HEALTH, AND LIFE INSURANCE

A. Employer agrees to cause to be put into force, maintained, and to make required premium payments for the benefit of Employee, insurance policies for accident, sickness, dental, disability income benefits, major medical and dependent's group insurance coverage consistent with that which is offered to other full-time City employees or as may be specified by the then current and effective City of Kettering ordinance commonly known as the "Personnel Ordinance" or "Pay Ordinance", whichever particular policy coverage benefit may be determined greater by the Employee. Employee may also participate in any wellness program(s) offered by Employer for other employees; this includes any incentives offered for participation.

Furthermore, Employer agrees to cause to be put into force, maintained, and to make required premium payments for the benefit of Employee a life insurance policy in the amount of \$250,000.00 and with the beneficiary at Employee's sole selection.

B. At the request of the City Council, but no more frequently than once per calendar year, Employee shall submit to a complete physical examination by a qualified physician selected by the Employer to determine if Employee can satisfactorily perform the essential functions of the City Manager position. The cost of the examination shall be paid by the Employer. Reporting to the Employer by the physician shall be limited to that information necessary to establish if the Employee can satisfactorily perform the essential functions of the City Manager position, without additional detail regarding any medical conditions, procedures, or history.

SECTION 5 - VACATION, SICK, AND PERSONAL LEAVE

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

- B. To facilitate Employee's transition to residing in Kettering, Employer shall credit Employee with 10 days of vacation and waive the 90 day eligibility requirement for their use.
- C. Unless changed by the Personnel Ordinance, the City Manager may, once annually, convert up to a maximum of 12 days of his/her accrued vacation leave, in whole hour increments at a ratio of 6:5, to a maximum payment of up to 10-days equivalent in cash. The rules governing this vacation leave conversion program shall be filed with and approved by the Ohio

Public Employees Retirement System. Unless changed by the Personnel Ordinance, eligibility to convert such leave requires that all of the following apply to the City Manager:

- 1. Has, at the time of filing a request with the Finance Director to convert leave, an accrued vacation leave balance equal to or greater than the amount of hours requested to be converted:
- 2. The amount of vacation leave converted into a cash payment in one calendar year must not exceed the amount of vacation leave accrued in the prior calendar year; and
- 3. Has a record of at least 25 years of accumulated public service. Evidence of such accumulated public service may include a record of accumulated public service on file with the City of Kettering, as indicated by the employee's "Date of Hire" or "Leave Date" or a record of accumulated or purchased service credit on file with any of the Ohio Retirement Systems.

SECTION 6 – AUTOMOBILE, PHONE, AND COMPUTER

- A. Employer acknowledges and agrees that Employee's duties require the use of an automobile suitable for executive use. In lieu of an Employer provided automobile, Employer agrees to pay to Employee a car allowance in the amount of \$4,500.00 annually, payable in 24 equal installments. However, each time that Employer uniformly increases or decreases the car allowance for other eligible employees, the Employee's car allowance shall be similarly increased or decreased.
- B. Employer acknowledges and agrees that Employee's duties require that at all times during employment with Employer Employee shall have the unrestricted use of a cell phone provided by the Employer. Such cell phone shall be capable of data transfer, and shall be compatible with and suitable for the then current cell phone technology so that Employee can easily communicate with other cell phones using the then latest cell phone technology. Employer shall be responsible for paying for all usage of the cell phone, and for the purchase (or rental), repair and regular replacement of said cell phone. In lieu of an Employer provided cell phone, Employee may, at Employee's sole discretion, opt for a cell phone allowance in the

amount of \$480.00 annually, payable in 12 equal installments. However, each time that Employer uniformly increases or decreases the cell phone allowance for other eligible employees, the Employee's cell phone allowance shall be similarly increased or decreased.

C. The Employer shall provide Employee with a computer, tablet, and appropriate software and connectivity to perform Employee's duties and to maintain communication.

SECTION 7 - RETIREMENT

A. The Employer agrees to enroll the Employee into the applicable State of Ohio Retirement System and to make all the appropriate contributions required of public employers. Employer will deduct from Employee's compensation contributions required of employees by the applicable State of Ohio Retirement System and forward them to said system.

B. At all times while this Agreement is in effect, Employer shall contribute each year, or prorated in the event of Agreement termination resulting in a portion of a year, an amount equal to ten percent (10%) of Employee's then annual salary to a qualified deferred compensation plan selected by Employee. Yearly contributions shall not exceed the limit established by the Internal Revenue Service.

SECTION 8 – GENERAL BUSINESS EXPENSES

A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including, but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

- C. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- D. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general reasonable expenses. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall reimburse Employee up to \$500 each year to pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

SECTION 9 – TERMINATION

For the purpose of this agreement, termination shall occur when:

- 1. The Employer, citizens or legislature acts to amend any provisions of the Charter or Codified Ordinances pertaining to the role, powers, duties, authority, or responsibilities of the City Manager that substantially changes the form of government. In such event, the Employee shall have the right to declare that such amendments constitute termination.
- 2. The Employer reduces the base salary, compensation, or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads. In such event, the Employee shall have the right to declare that such reduction(s) constitutes termination.
- 3. The Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the City Council that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.

- 4. Breach of contract is declared by Employee with a 30 day cure period for Employer.

 Written notice of a breach of contract shall be provided in accordance with the provisions of Section 21.
- 5. A majority of City Council votes to remove Employee without cause as defined in Section 11.

SECTION 10 – SEVERANCE

- A. Severance shall be paid to the Employee when employment is terminated as defined in Section 9. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to one year salary at Employee's then current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee.
- B. The Employee shall also be compensated for any accrued leave pursuant to the then adopted policies of the City.
- C. For 12 months following termination, the Employer shall pay the cost to continue the following benefits:
 - 1. any unpaid balance of salary then due Employee; and
 - 2. twelve months of continued family plan health insurance coverage under COBRA during which Employer will pay the standard City of Kettering share of the premium costs for City of Kettering employee family plan health insurance coverage with Employee paying any difference; if at any time after termination Employee becomes eligible for and receives health insurance coverage under another health insurance plan, then this health insurance severance benefit will terminate.
- D. Severance payments shall be subject to normal deductions for State of Ohio Retirement System, taxes, and other withholdings required by law. Such deductions and withholdings shall be made by Employer.

SECTION 11 - REMOVAL

The City Council may suspend the Employee, with full pay and benefits, to investigate malfeasance or serious misconduct during the term of this Agreement upon a vote of a majority of all City Council members. Following the procedures set out in Section 5-6 of the Kettering City Charter, the City Council may remove Employee as Manager for conviction of or plea of nolo contendere to any illegal act or criminal activity, excluding traffic-related offenses. In such event, this Agreement will automatically terminate and no severance will be due except for the unpaid balance of the Employee's salary and the Employee's salary for the next two months as provided in Section 5-6 of the Charter.

SECTION 12 – RESIGNATION

In the event that the Employee voluntarily resigns Employee's position with the Employer, the Employee shall provide a minimum of 30 days' advance notice unless the parties agree otherwise.

SECTION 13 - PERFORMANCE EVALUATION AND MERIT INCREASES

A. Within the first one hundred twenty (120) days of Employee's employment with the City, City Council will meet with Employee to discuss and adopt a performance plan of priorities and goals for Employee during the first twelve (12) months of employment. The City Council shall annually review the performance of the Employee in December subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

B. The Employee's salary will be subject to review and merit consideration at the annual anniversary date of the Manager's hire. In conjunction with the annual performance review, City Council and Employee will discuss and update the City Manager's annual performance plan and annual compensation. City Council shall increase base salary and/or other benefits of the City

Manager at the time of the Manager's review, in such amounts and to such extent as the City Council may determine that it is desirable to do so, at its sole discretion, in light of performance by the City Manager.

C. If during any calendar year Council fails to review the performance and salary of Employee as required above, then Employee shall receive any uniform salary increase given that same calendar year to department heads.

SECTION 14 - HOURS OF WORK

Employer recognizes and acknowledges that Employee may be required to work a number of hours in excess of 40 hours per week to perform duties required of Employee by this Agreement. Also, it is recognized and acknowledged that because Employee must devote a certain amount of time outside the normal office hours to business of the Employer, therefore Employee will be allowed to take compensatory time off as Employee shall deem appropriate during said normal office hours.

SECTION 15 – OUTSIDE ACTIVITIES

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching or consulting opportunities that do not materially interfere with Employee's responsibilities to Employer and do not conflict with Employer's interests. For avoidance of doubt, Employee may not perform consulting for or work for any other government entity or political subdivision during the term of this Agreement.

SECTION 16 – RESIDENCY

Employee shall establish residency in the City of Kettering within 12 months of employment. During Employee's tenure as Manager, Employee shall maintain residency within the City of Kettering.

SECTION 17 – MOVING AND RELOCATION EXPENSES

A. Employer shall reimburse Employee the expenses of moving Employee and Employee's family and personal property to Kettering, Ohio in an amount not to exceed \$7,500. Said moving expenses include packing, moving, storage costs, unpacking, and insurance charges.

B. Employer shall pay Employee a graduated interim housing supplement for up to a maximum of eight months of employment, or until Employee's home in Worthington is sold and closed on, whichever event occurs first. Payments will be made monthly with the first payment being made during the month of Employee's start of employment. Payment amounts will be as follows: Month 1 - \$2,000; Month 2 - \$2,000; Month 3 - \$1,000; Month 4 - \$1,000; Month 5 - \$500; Month 6 - \$500; Month 7 - \$500; Month 8 - \$500.

SECTION 18 - INDEMNIFICATION

The City shall defend and hold Employee harmless from and against any and all torts, claims, causes of action, demands, costs, expenses or other legal action, including all attorneys' fees, whether groundless or otherwise, arising out of any alleged act or omission occurring during or arising out of the Employee's performance of duties as a special employee or City Manager. The City shall have the right to compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon. Said duty to defend shall extend beyond the Employee's termination of employment, and the otherwise expiration of this Agreement, to provide full and complete protection to Employee by the City of Kettering, as described herein, for any acts undertaken or committed in the Employee's capacity as City Manager, regardless of whether the filing of a lawsuit for such tort, claim, cause of action, demand, or other legal action occurs during or following the Employee's employment with the City.

SECTION 19 - BONDING

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

SECTION 20 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Council, in consultation with the Employee, shall fix, in writing, such other terms

and conditions of employment as it may determine from time to time and which relate to the

performance of Employee, provided such terms and conditions are not material to, not

inconsistent with, not in conflict with and/or would require alteration or amending this

Agreement, the City Charter or any policy or ordinance of the City.

B. All provisions of the City Charter and Codified Ordinances and regulations and

rules of the Employer relating to vacation leave, sick leave, personal leave, retirement and

pension system contributions, holidays and other fringe benefits and working conditions as they

now exist or hereafter may be amended, also shall apply to Employee as they would to other

employees of Employer, in addition to said benefits enumerated specifically for the benefit of

Employee, except as may be otherwise provided for in this Agreement.

SECTION 21 - NOTICES

A. All notices required or permitted hereunder will be in writing and will be addressed to

such party at the address set forth below or to such other address as any party may give to the

other in writing for such purpose:

(1) EMPLOYER:

Mayor

City of Kettering

3600 Shroyer Road – South Building

Kettering, Ohio 45429

with a copy to:

Law Director

City of Kettering

3600 Shroyer Road – South Building

Kettering, Ohio 45429

(2) EMPLOYEE:

Mathew H. Greeson

3600 Shroyer Road

Kettering, Ohio 45429

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All such communications, if personally delivered, will be conclusively deemed to have been received by a party hereto and to be effective when so delivered; if given by mail, on the fourth business day after such communication is deposited in the mail with first-class postage prepaid, return receipt requested; or if sent by overnight courier service, on the day after deposit thereof with such service; or if sent by certified or registered mail, on the third business day after the day on which deposited in the mail.

SECTION 22 - GENERAL PROVISIONS

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this Agreement.

- <u>B. Binding Effect</u>. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- <u>C. Severability</u>. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- <u>E. Remedies</u>. The remedies provided in this Agreement are cumulative. Delay or forbearance in the enforcement of any right under this Agreement shall not be deemed a waiver of, or estoppel against, the exercise of such right.
- <u>F. No Strict Construction</u>. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
- G. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of such counterparts taken together will constitute one and the same

Agreement. Copies of duly executed counterparts shall have the same legal effect as an original. Facsimile signatures or signatures transmitted by email or other electronic means shall be sufficient to bind the Parties.

H. Applicable Law / Venue Selection. This Agreement shall be governed by the laws of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Employer and Employee consent to the exclusive jurisdiction of the state and federal courts located in Montgomery County, Ohio, waive any objection thereto, and agree that any court proceeding arising under or related to this Agreement shall be brought therein.

IN WITNESS WHEREOF, City, through its Mayor, and Employee have signed this Agreement intending to be bound.

CITY OF KETTERING, OHIO

EMPLOYEE

Date: October 11, 2022

Approved as to form:

Theodore A. Hamer, III, Law Director

Funds Certified By:



CITY OF KETTERING HUMAN RESOURCES 2021 NOV 17 PM 3: 28

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Ag	greement is enter	red into by and between the City of Kettering, Ohio, hereinafter called
	Brooke Griffin	
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.

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

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

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

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

IN WITNESS WHEREOF, each party has sign following his or her signature. This Agreement shall be i terminating: 12/04/2022	
CITY OF KETTERING	- 1 M
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Brooke Griffin (print or type name of Employee)
Date signed:	Date signed by employee:

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

Equal Opportunity Employer

5/10/2017

RESET FORM



2021 DEC -8 AM II: 35

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

the CITY and Ruth Harris hereinafter called the SPECIAL EMPLOYEE		
the CITY and Ruth Harris hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.		
WITNESSETH: Section 1 – Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Exercise Instructor and for performing other related duties as may be required, all subject to this Agreement.		
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.		
Section 3 — Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 20.50/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.		
Section 4 — Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.		
<u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to and contingent upon a City of Kettering Personnel Action form being signed by or through the City Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.		
Section 6 – Termination Without 14 Days' Notice. The CITY may terminate this Agreement at any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired		

by the CITY.

following his or her signature. This Agreement shall be terminating: 12/04/22	
CITY OF KETTERING	
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Ruth Harris (print or type name of Employee)
Date signed:	Date signed by employee: $12 - 06 - 202/$

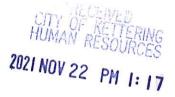
Approved as to form: Theodore A. Hamer III Law Director

Equal Opportunity Employer

5/10/2017

RESET FORM





This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called **Grace Hayden** hereinafter called the SPECIAL EMPLOYEE the CITY and or simply the EMPLOYEE, in consideration of the mutual premises set forth below. WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the **Fitness Equipment Maintenance** SPECIAL EMPLOYEE for the purpose(s) of: and for performing other related duties as may be required, all subject to this Agreement. Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and PRCA procedures of the CITY and its Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff. Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$10.55/hr. . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system. Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will" basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time, subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14) days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter. 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.

IN WITNESS WHEREOF, each party has sign following his or her signature. This Agreement shall be terminating: 12/04/22	ned this Agreement on the day and year in force commencing: 12/06/21 and
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed: ///27/7	Grace Hayden (print or type name of Employee) Date signed by employee: 11/13/2)

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

Equal Opportunity Employer

5/10/2017

RESET FORM



SPECIAL EMPLOYEE AGREEMENT

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

Section 1 - Purposes of Employment. Effective December 20, 2021, the CITY hereby employs the personal services of the SPECIAL EMPLOYEE for a limited time period for the purpose(s) of: (i.) performing the duties of Fire Prevention Inspector as described in the attached job description, and (ii.) such other duties and services as may be assigned in the sole discretion of the Fire Chief or his authorized designee. All such duties and services shall be subject to the provisions of this Agreement. EMPLOYEE's status shall be considered, "at will" and in the Unclassified Civil Service of the City.

Section 2 – Rules; Supervision. At all times the SPECIAL EMPLOYEE shall perform the required services and duties in a professional manner and in conformance with all applicable rules, regulations, policies, and procedures of the CITY, whether existing now or subsequently adopted while this Agreement is in effect. The SPECIAL EMPLOYEE further agrees to perform the required services and duties under the supervision and direction of the Fire Chief or any designee authorized by the Fire Chief. The services and duties to be provided by SPECIAL EMPLOYEE under this Agreement shall require SPECIAL EMPLOYEE to work up to a maximum of 28 hours per week, and provide such services and duties on such workdays and during such hours as necessary and/or as may be requested by the Fire Chief or his respective designees to satisfactorily complete the services and duties. At all times while this Agreement is in effect, SPECIAL EMPLOYEE shall be subject to the administrative policies of the CITY regarding employees. EMPLOYEE shall not use CITY equipment or supplies for any purpose or project that is not directly related to or for the benefit of the CITY.

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

- (a.) The CITY shall pay EMPLOYEE an "hourly base rate" of \$21.47 per hour.
- (b.) The CITY shall supply a City pool vehicle for the EMPLOYEE to carry out his duties during the work day. However, in no event shall a City vehicle be taken home by the EMPLOYEE.
- (c.) Except as expressly provided for in this Agreement or as may be approved in writing by the City Manager, no other compensation and no other benefits are either implied nor due EMPLOYEE. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state, and local tax withholdings.
- (d.) The CITY is committed to complying with state and federal laws regarding deductions from employees' pay and will promptly correct any mistakes that are made in connection with such deductions. If EMPLOYEE believes that his pay has been improperly reduced, EMPLOYEE shall contact Human Resources.
- <u>Section 4 Contract Relationship; Notice of Termination</u>. This Agreement creates a relationship between EMPLOYEE and the CITY that is contractual in character. By mutual agreement of the Parties under this Agreement, the SPECIAL EMPLOYEE has the right to terminate this Agreement, with or without reason, upon ten (10) days advance written notice to the City; and the CITY has the right, unless specified otherwise in this Agreement, to terminate this Agreement, with or without reason, at any time and without advanced notice.
- <u>Section 5 Termination Without 10 Days' Notice</u>. The CITY may terminate this Agreement at any time, without necessity of the ten (10) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the service(s) described in Section 1 is (are) no longer needed or no longer desired by the CITY.
- <u>Section 6 No Subcontracting/Assignment</u>. Without the expressed written permission of the City Manager, Fire Chief and the City, the SPECIAL EMPLOYEE is prohibited from, in any fashion or manner, assigning to another party, the EMPLOYEE's responsibilities, obligations, or both, whether in whole or in part, to perform the services and duties required of the SPECIAL EMPLOYEE under this Agreement.
- Section 7 Records and Forms. The SPECIAL EMPLOYEE shall keep and, when applicable, submit all records and forms determined necessary by the CITY, whether through ordinance, policy, procedure, or instruction by the City Manager, for purposes of this Agreement. Failure to meet this requirement within established deadlines set by the CITY may result in termination of this Agreement pursuant to Section 4.
- <u>Section 8 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE the sum then due for the work performed up to the date of termination.

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

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

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

<u>Section 12 – Effective Date and Terms</u>. Unless terminated earlier as provided in Section 4 and Section 5, this Agreement shall become effective **December 20**, 2021, through **December 18**, 2022.

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

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

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

CITY OF KETTERING: City of Kettering	EMPLOYEE: Robert Hessinger
3600 Shroyer Road Kettering, OH 45429 (937)296-2412	Robert Hessinger, Fire Prevention
By: MJ WW	Inspector
Mitch Robbins, Fire Chief	Date signed: 12/14/21
Date signed: 12/10/21	
By: Mal Deve	
Mark W. Schwieterman, City Manager	
Date signed: 12/9/21	
APPROVED AS TO FORM:	
Hamerti	-
Theodore A. Hamer III. Law Director	

CESTIFICATION OF PUNDS



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

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

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

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

by the CITY.

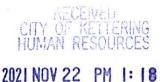
IN WITNESS WHEREOF, each party has si following his or her signature. This Agreement shall b terminating: 12/04/22	
By: Signature of Department	Lesza de Lagram Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Peggy Ingram (print or type name of Employee) Date signed by employee: /1-16-2/
Date signed://///	Date signed by employee: 11-16-2

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

Equal Opportunity Employer

5/10/2017

RESET FORM



CITY & KETTERING SPECIAL EMPLOYEE AGREEMENT

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

the CITY and Greg Jankowski hereinafter called the SPECIAL EMPLOYEE
or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
or ompry 4 2
WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Personal Trainer and for performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$20.25/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.
Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the CITY have an employee-employer relationship which is conditioned upon an "employment-at-will basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14 days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to the City Charter.
The abligations of the parties are subject to an

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.

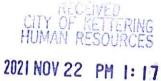
IN WITNESS WHEREOF, each party has signe following his or her signature. This Agreement shall be in terminating: 12/04/22	
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	Greg Jankowski (print or type name of Employee) Date signed by employee:

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

Equal Opportunity Employer

5/10/2017

RESET FORM



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.
1 CDECLAY EMPLOYEE for continue
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services
provided, in the following manner: 21.25/hr. No other compensation
or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall
make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited
to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public
Employees Retirement system.
Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the
CITY have an employee-employer relationship which is conditioned upon an "employment-at-will"
basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time,
subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14)
days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be
temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to
the City Charter.
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

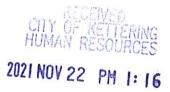
any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer desired

by the CITY.

IN WITNESS WHEREOF, each party has si following his or her signature. This Agreement shall be terminating: 12/04/22	
CITY OF KETTERING	Margaret
By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell	Thomas Jervis (print or type name of Employee)
(print or type Director's name) Date signed:///27/71	Date signed by employee: 11/13/2

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 cathe CITY and Thomas Jervis hereinafter called the SPECIAL EMPLOY or simply the EMPLOYEE, in consideration of the mutual premises set forth below.	lled ÆE
WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby employs the personal services of SPECIAL EMPLOYEE for the purpose(s) of: Group Personal Trainer and performing other related duties as may be required, all subject to this Agreement.	the for
Section 2 — Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the serv required in a professional manner which is consistent with all applicable rules, regulations, policies procedures of the CITY and its PRCA Department, whe existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to lawful supervision and direction of those in authority on the CITY's staff.	and ther
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for serve 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 is make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not lime to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Put Employees Retirement system.	tion shall ited
Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and CITY have an employee-employer relationship which is conditioned upon an "employment-at-webasis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any tis subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant the City Charter.	vill" me, (14) 1 be
<u>Section 5 – Need for Personnel Action</u> . The obligations of the parties are subject to contingent upon a City of Kettering Personnel Action form being signed by or through the Manager, so as to authorize hiring of the SPECIAL EMPLOYEE.	and City
Section 6 – Termination Without 14 Days' Notice. The CITY may terminate this Agreement any time, without necessity of the fourteen (14) days' written notice referred to in Section 4 of Agreement, when in the sole determination of the CITY the commencement or continuance of event(s), program(s) or service(s) described in Section 1 is(are) no longer needed or no longer destruction by the CITY.	this

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: 12/06/21 and terminating: 12/04/22	
By: Signature of Department	Nomus dewiz Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed: ///22/21	Thomas Jervis (print or type name of Employee) Date signed by employee: \(\lambda \lam

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES 2021 NOV 22 PM 1: 17

Coordinator

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

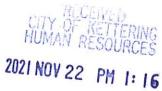
This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Gary Jones hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby 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: 15.75/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

	witness whereof, each party has signed is or her signature. This Agreement shall be in 12/04/22	• •
By:	KETTERING MOUL	Saylone
Sign	nature of Department	Signature of Special Employee
Dir	ector Mary Beth O'Dell	Gary Jones
(pri	int or type Director's name)	(print or type name of Employee)
Dat	te signed: 11/22/2/	Date signed by employee: 1/. 17.2/

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 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: 19.75/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

IN WITNESS WHEREOF, each party has s following his or her signature. This Agreement shall terminating: 12/04/22	
CITY OF KETTERING By:	
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Kelly Kidd (print or type name of Employee)
Date signed:	Date signed by employee: 11-15-2

Equal Opportunity Employer

5/10/2017



CITY OF KETTERING HUMAN RESOURCES

2021 DEC -1 PM 2: 19

SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and DEBORAH 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: 2022 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.

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

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

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

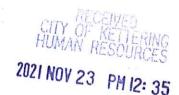
- Section 7 No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an "employee" of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE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

IN WITNESS WHEREOF, each party has signed following his or her signature. This Agreement shall be in terminating: 12/4/2022	
CITY OF KETTERING By:	(Jakes)
Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name)	Deborah A. Kinderdine (print or type name of Employee)
Date signed: /2///	Date signed by employee: 11 30 21

Equal Opportunity Employer

5/10/2017





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

This Agreement is entered into by and between the City of Kettering, Onio, hereinatter caned
the CITY and Rory Korzan 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: 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.
<u>Section 3 – Compensation</u> . The CITY agrees to pay the SPECIAL EMPLOYEE, for services
provided, in the following manner: 15.25/hr No other compensation
or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall
make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited
to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public
Employees Retirement system.
Section 4 – Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the
CITY have an employee-employer relationship which is conditioned upon an "employment-at-will"
basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time,
subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14)
days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be
temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to

the City Charter. 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.

IN WITNESS WHEREOF, each party has signature. This Agreement shall be terminating: 12/04/22	
CITY OF KETTERING	
By: MORU	My 132
Signature of Department	Signature of Special Employee Rory Korzan
Director Mary Beth O'Dell (print or type Director's name)	(print or type name of Employee)
Date signed://23/2/	Date signed by employee: 11-20-7

Equal Opportunity Employer

5/10/2017



CITY OF METTERING HUMAN RESOURCES 2021 NOV 23 PM 12: 36

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Rory Korzan hereinafter called the SPECIAL EMPLOYEE or simply the EMPLOYEE, in consideration of the mutual premises set forth below.
WITNESSETH: Section 1 – Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Health & Safety Instructor and for performing other related duties as may be required, all subject to this Agreement.
Section 2 – Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its PRCA Department, whether existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the lawful supervision and direction of those in authority on the CITY's staff.
Section 3 – Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: 16.75/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

IN WITNESS WHEREOF, each party has signature. This Agreement shall be terminating: 12/04/22	gned this Agreement on the day and year e in force commencing: 12/06/21 and
CITY OF KETTERING By: Signature of Department	Signature of Special Employee
Director Mary Beth O'Dell (print or type Director's name) Date signed:	Rory Korzan (print or type name of Employee) Date signed by employee:

Equal Opportunity Employer

5/10/2017



SPECIAL EMPLOYEE AGREEMENT

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

<u>Section 1 - Purposes of Employment</u>. Effective **March 7, 2022**, the CITY hereby employs the personal services of the SPECIAL EMPLOYEE for a limited time period for the purpose(s) of: (i.) performing the duties of **Fire Prevention Inspector** as described in the attached job description, and (ii.) such other duties and services as may be assigned in the sole discretion of the **Fire Chief or his authorized designee**. All such duties and services shall be subject to the provisions of this Agreement. EMPLOYEE's status shall be considered, "at will" and in the Unclassified Civil Service of the City.

Section 2 – Rules; Supervision. At all times the SPECIAL EMPLOYEE shall perform the required services and duties in a professional manner and in conformance with all applicable rules, regulations, policies, and procedures of the CITY, whether existing now or subsequently adopted while this Agreement is in effect. The SPECIAL EMPLOYEE further agrees to perform the required services and duties under the supervision and direction of the Fire Chief or any designee authorized by the Fire Chief. The services and duties to be provided by SPECIAL EMPLOYEE under this Agreement shall require SPECIAL EMPLOYEE to work up to a maximum of 28 hours per week, and provide such services and duties on such workdays and during such hours as necessary and/or as may be requested by the Fire Chief or his respective designees to satisfactorily complete the services and duties. At all times while this Agreement is in effect, SPECIAL EMPLOYEE shall be subject to the administrative policies of the CITY regarding employees. EMPLOYEE shall not use CITY equipment or supplies for any purpose or project that is not directly related to or for the benefit of the CITY.

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

(a.) The CITY shall pay EMPLOYEE an "hourly base rate" of \$21.47 per hour.

- (b.) The CITY shall supply a City pool vehicle for the EMPLOYEE to carry out his duties during the work day. However, in no event shall a City vehicle be taken home by the EMPLOYEE.
- (c.) Except as expressly provided for in this Agreement or as may be approved in writing by the City Manager, no other compensation and no other benefits are either implied nor due EMPLOYEE. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state, and local tax withholdings.
- (d.) The CITY is committed to complying with state and federal laws regarding deductions from employees' pay and will promptly correct any mistakes that are made in connection with such deductions. If EMPLOYEE believes that his pay has been improperly reduced, EMPLOYEE shall contact Human Resources.
- <u>Section 4 Contract Relationship; Notice of Termination</u>. This Agreement creates a relationship between EMPLOYEE and the CITY that is contractual in character. By mutual agreement of the Parties under this Agreement, the SPECIAL EMPLOYEE has the right to terminate this Agreement, with or without reason, upon ten (10) days advance written notice to the City; and the CITY has the right, unless specified otherwise in this Agreement, to terminate this Agreement, with or without reason, at any time and without advanced notice.
- <u>Section 5 Termination Without 10 Days' Notice</u>. The CITY may terminate this Agreement at any time, without necessity of the ten (10) days' written notice referred to in Section 4 of this Agreement, when in the sole determination of the CITY the commencement or continuance of the service(s) described in Section 1 is (are) no longer needed or no longer desired by the CITY.
- <u>Section 6 No Subcontracting/Assignment</u>. Without the expressed written permission of the City Manager, Fire Chief and the City, the SPECIAL EMPLOYEE is prohibited from, in any fashion or manner, assigning to another party, the EMPLOYEE's responsibilities, obligations, or both, whether in whole or in part, to perform the services and duties required of the SPECIAL EMPLOYEE under this Agreement.
- <u>Section 7 Records and Forms</u>. The SPECIAL EMPLOYEE shall keep and, when applicable, submit all records and forms determined necessary by the CITY, whether through ordinance, policy, procedure, or instruction by the City Manager, for purposes of this Agreement. Failure to meet this requirement within established deadlines set by the CITY may result in termination of this Agreement pursuant to Section 4.
- <u>Section 8 Compensation on Termination</u>. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE the sum then due for the work performed up to the date of termination.

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

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

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

<u>Section 12 – Effective Date and Terms</u>. Unless terminated earlier as provided in Section 4 and Section 5, this Agreement shall become effective **March 7, 2022**, through **December 18, 2022**.

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

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

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

CITY OF KETTERING:	EMPLOYEE:	
City of Kettering	Katie Kracus	
3600 Shroyer Road	Katie &	fracus
Kettering, OH 45429		
(937)296-2412	Katie Kracus, Fir	e Prevention Inspector
By: My M	Date signed:	03/07/22
Mitch Robbins, Fire Chief		
Date signed: Z/10/22 By: Acting City Manager Mark W. Schwieterman, City Manager		
Date signed: 2/18/22		
APPROVED AS TO FORM:		
Theodore A. Hamer III, Law Director	- Table 1	
<u> </u>		

May A AMECTOR

CERTIFICATION OF FUNDS



CITY OF KETTERING HUMAN RESOURCES 2021 NOV 22 PM 1: 16

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.			
Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services			
required in a professional manner which is consistent with all applicable rules, regulations, policies and			
procedures of the CITY and its PRCA Department, whether			
existing now or subsequently adopted. The SPECIAL EMPLOYEE further agrees to submit to the			
lawful supervision and direction of those in authority on the CITY's staff.			
Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services			
provided, in the following manner: \$24.00/hr No other compensation			
or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall			
make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited			
to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public			
Employees Retirement system.			
Section 4 - Employee-at-Will, Notice of Termination. The SPECIAL EMPLOYEE and the			
CITY have an employee-employer relationship which is conditioned upon an "employment-at-will"			
basis. Specifically, the SPECIAL EMPLOYEE has the right to terminate this Agreement at any time,			
subject to fourteen (14) days' written notice, and the CITY has the same right, subject to fourteen (14)			
days' written notice, unless specified otherwise herein. The SPECIAL EMPLOYEE's status shall be			
temporary, subject to the terms of this Agreement and is in the unclassified Civil Service pursuant to			
the City Charter.			
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.			
A Company of the Comp			
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

IN WITNESS WHEREOF, each party has a following his or her signature. This Agreement shall terminating: 12/04/22	signed this Agreement on the day and year be in force commencing: 12/06/21 and
CITY OF KETTERING By:	Comist V. 18
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: 11/22/2/	Date signed by employee: 1115-7/

Equal Opportunity Employer

5/10/2017