



## SPECIAL EMPLOYEE AGREEMENT

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

Section 1 - Purposes of Employment. Effective **October 9, 2023**, 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 **Stay Put Emergency Rental Assistance Coordinator** as described in the attached job description, and (ii.) such other duties and services as may be assigned in the sole discretion of the **Planning & Development 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 **Planning & Development Director** or any designee authorized by the **Planning & Development Director**. The services and duties to be provided by SPECIAL EMPLOYEE under this Agreement shall require SPECIAL EMPLOYEE to work no more than 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 **Planning & Development 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.

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

23-202

- (a.) The CITY shall pay EMPLOYEE an "hourly base rate" of \$20.00 per hour.
- (b.) Except as expressly provided for in this Agreement or as may be approved in writing by the City Manager, no other compensation and no other benefits are either implied nor due EMPLOYEE. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state, and local tax withholdings.
- (c.) The CITY is committed to complying with state and federal laws regarding deductions from employees' pay and will promptly correct any mistakes that are made in connection with such deductions. If EMPLOYEE believes that her pay has been improperly reduced, EMPLOYEE shall contact Human Resources.

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

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

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

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

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

Section 9 Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable in any respect under any applicable law or rule in

any jurisdiction, the remaining portion(s) of this Agreement shall remain in full force and effect at the option of the CITY.

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

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

Section 12 – Effective Date and Terms. Unless terminated earlier as provided in Section 4 and Section 5, this Agreement shall become effective **October 9, 2023**, through **December 31, 2023**.

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

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

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

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

EMPLOYEE:  
April Rich  
April Rich  
April Rich, Stay Put Emergency Rental  
Assistance Coordinator

By: Donna Rahman  
for  
Thomas Robillard, Planning &  
Development Director

Date signed: 9/28/23

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

By: Matthew H. Greeson  
Matthew H. Greeson, City Manager

Date signed: 9/27/23

APPROVED AS TO FORM:

Theodore A. Hamer III  
Theodore A. Hamer III, Law Director

CERTIFICATION OF FUNDS:

Nancy M. Gregory  
Nancy Gregory, Finance Director



## SPECIAL EMPLOYEE AGREEMENT

This special employee agreement ("Agreement") is entered into by and between the City of Kettering, Ohio, ("CITY" or "EMPLOYER"), and **Mari Lynn Thurber** ("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.

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23-205

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

CITY OF KETTERING:

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

EMPLOYEE:

Mari Lynn Thurber

Mari Lynn Thurber  
Mari Lynn Thurber, Stay Put Emergency  
Rental Assistance Coordinator

By: Angela Rahman  
FOR  
Thomas Robillard, Planning &  
Development Director

Date signed: 9-29-23

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

By: Matthew H. Greeson  
Matthew H. Greeson, City Manager

Date signed: 9/27/23

APPROVED AS TO FORM:

Theodore A. Hamer III  
Theodore A. Hamer III, Law Director

CERTIFICATION OF FUNDS:

Nancy M. Gregory  
Nancy Gregory, Finance Director