

Temporary Employment Contract

This Temporary Employment Contract (the "Agreement") is made and entered into as of February 1, 2025 by and between the City of Berkley ("Employer") and Jennifer Finney ("Employee").

1. Position and Responsibilities

The Employer agrees to temporarily employ the Employee in the position of DDA Executive Director. The Employee agrees to perform the duties and responsibilities set forth in the job description, which may be amended from time to time, and to comply with all policies and procedures established by the Employer.

2. Term of Employment

The term of this temporary employment shall begin on February 1, 2025 and shall end once the duties of the DDA Executive Director are transitioned to a permanent employee unless terminated earlier as provided in this Agreement.

The Employee agrees to work 10 hours per week from February 1-14, 2025 and 20 hours per week beginning on February 17, 2025 and will reasonably endeavor to have office hours at City Hall during standard business hours between 8:30AM-5:00PM.

3. Compensation

The Employee will be paid a salary or hourly wage of \$33.65 per hour, payable in accordance with the Employer's standard payroll practices. This is a temporary position, and the Employee will not be eligible for benefits typically available to full-time employees except for benefits required by State and Federal law.

4. Duties and Obligations

The Employee agrees to perform the duties and responsibilities of the position as set forth in the job description, in a timely, efficient, and professional manner. The Employee shall also:

- Report to the City Manager
- Attend all relevant meetings as required by the Employer.
- Comply with all applicable laws, policies, and regulations.

5. No Guarantee of Permanent Employment

This is a temporary, non-permanent position, and there is no guarantee of permanent employment with the Employer after the conclusion of this term. The Employee's employment may end at any time without notice, in accordance with applicable laws and the terms of this Agreement.

6. Confidentiality

The Employee agrees to maintain the confidentiality of all proprietary and sensitive information belonging to the Employer, and shall not disclose such information to any third parties without prior written consent, both during and after the term of employment.

Any documents, records, recordings, or other information acquired or prepared by the Employee in the course of performing services for the Employer will remain the property of the Employer and must not be destroyed, discarded, reproduced or distributed without the Employer's consent. Upon termination, the Employee must return and turnover to the Employer any property, documents and records that belong to the Employer.

7. Termination

This position shall be at-will and may be terminated at any time by the Employee or by the City with or without cause. In the event the Employee elects to terminate this position they shall provide at least a two-week advance notice to the City. The City may choose to voluntarily waive this requirement.

8. Entire Agreement

This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements or understandings related to the Employee's employment with the Employer. Any amendments to this Agreement must be in writing and signed by both parties.

9. Miscellaneous

- **Dispute Resolution:** Any disputes arising from this Agreement shall be resolved through mediation, followed by binding arbitration if necessary. In the event any dispute between the parties arises resulting in litigation or an alternative form of dispute resolution that the parties may mutually agree upon, the venue of any litigation or alternative dispute resolution shall be in Oakland County, Michigan.
- **Indemnification:** The Employer and Employee mutually agree to hold harmless and indemnify each other and their members, officials, officers, directors, boards and commissions, and employees from and against any and all claims, liabilities, loss, costs and expenses (including, without limitation, reasonable attorney's fees and costs of litigation) relating to any alleged error or omission in connection with the performance of, or failure to perform, services under this contractual arrangement, including without limitation, any fines or penalties imposed by any state or federal government agency, unless it is determined that such claim, liability, cost or expense was caused by the Employee's bad faith, negligence, nonfeasance, misfeasance, malfeasance or willful misconduct. Notwithstanding the foregoing, nothing in this paragraph shall be construed to waive or negate any governmental immunity defense from tort liability that may apply to the City.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Crystal VanVleck

Title: City Manager

Signature: _____

Date: _____

Jennifer Finney

Title: Interim DDA Executive Director

Signature: _____

Date: _____