

RECEIVED
CITY OF KETTERING
HUMAN RESOURCES

2017 AUG 11 AM 11:06



CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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


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

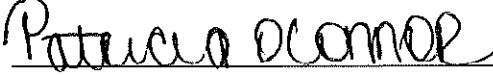
Section 14 – Headings. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 08/07/17 and terminating: 12/10/17

CITY OF KETTERING

By:  RYAN DAVIS
Signature of Department Director
FOR
Mary Beth Thaman
(print or type Director's name)
Date signed: 8/11/17

 Patricia O'Connor
Signature of Special Employee
Patricia O'Connor
(print or type name of Employee)
Date signed by employee: 8/11/17

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

Equal Opportunity Employer

5/10/2017

RESET FORM



**CITY OF KETTERING
SPECIAL EMPLOYEE AGREEMENT**

CITY OF KETTERING
HUMAN RESOURCES
2017 APR 14 AM 11:58

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

WITNESSETH:

Section 1 - Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: CROWD MANAGEMENT 2017 SEASON and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$8.85 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.

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

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

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

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

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

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

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

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


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

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

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 5/1/2017 and terminating: 9/30/2017.

CITY OF KETTERING

By:  **RYAN DAVIS**
Signature of Department Director

FOR MARY BETH THAMAN
(print or type Director's name)

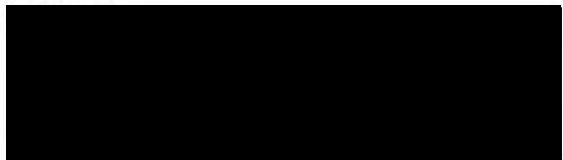
Date signed: 4/14/17


Signature of Special Employee

KENNETH F. ORLOVSKI
(print or type name of Employee)

Date signed by employee: 2/25/2017

Address:



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



Social Security Number

Equal Opportunity Employer

11/23/2016



CITY OF KETTERING
SPECIAL EMPLOYEE AGREEMENT

CITY OF KETTERING
HUMAN RESOURCES
2017 MAR 29 AM 11:14

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and EARL O'RYAN, 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: 2017 THEATER TECH and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$17.50/HOUR. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 5/1/17 and terminating: 9/30/17.

CITY OF KETTERING

By:

 **RYAN DAVIS**

Signature of Department Director

^{FOL}
Mary Beth Thaman

(print or type Director's name)

Date signed: 3/27/17



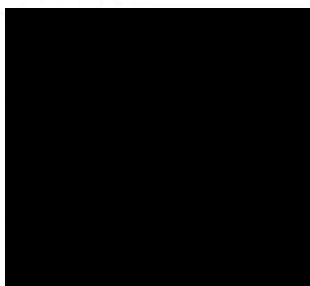
Signature of Special Employee

Earl O'Hyan

(print or type name of Employee)

Date signed by employee: 3/16/17

Address:

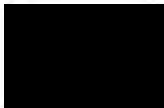


Social Security Number

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

Equal Opportunity Employer

11/23/2016



SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Bonita Ott, 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: Ice Skating 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 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: \$10.50/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.

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.

(continued on reverse)

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

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

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

Section 10 - Severability. 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.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

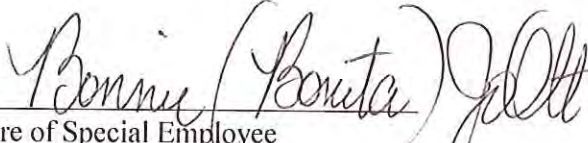
CITY OF KETTERING

By:

 **RYAN DAVIS**
Signature of Department Director

MB
Mary Beth Thaman
(print or type Director's name)

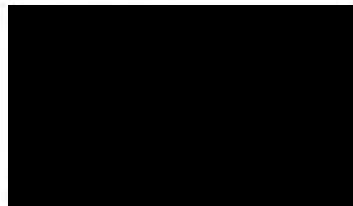
Date signed: 12/12/16


Signature of Special Employee

Bonita Ott
(print or type name of Employee)

Date signed by employee: 11/9/16

Address:



Social Security Number

Equal Opportunity Employer



**CITY OF KETTERING
SPECIAL EMPLOYEE AGREEMENT**

CITY OF KETTERING
HUMAN RESOURCES
2017 APR 14 AM 11:57

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and JONATHAN OWINGS, 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: 2017 THEATER TECH and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$19.50/HOUR . No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 5/1/2017 and terminating: 9/30/2017.

CITY OF KETTERING

By:


Signature of Department Director

RYAN
DAVIS

MARY BETH THAMAN
(print or type Director's name)

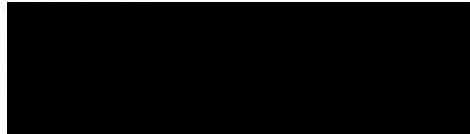
Date signed: 4/4/17


Signature of Special Employee

JONATHAN P OWINGS
(print or type name of Employee)

Date signed by employee: APRIL, 2017

Address:



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



Social Security Number

Equal Opportunity Employer

11/23/2016



2017 MAR 14 PM 12:59

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

Section 1 - Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: CROWD MANAGEMENT 2017 SEASON and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$9.45 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.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 5/1/2017 and terminating: 9/30/2017.

CITY OF KETTERING

By: 
Signature of Department Director

MARY BETH THAMAN
(print or type Director's name)

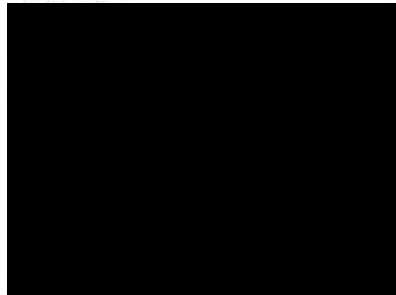
Date signed: 3/14/17


Signature of Special Employee

Melissa Paarl
(print or type name of Employee)

Date signed by employee: 3-11-17

Address:



Social Security Number

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

Equal Opportunity Employer

11/23/2016



CITY OF KETTERING
SPECIAL EMPLOYEE AGREEMENT

CITY OF KETTERING
HUMAN RESOURCES
2017 MAR -7 AM 10: 01

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and KENT PARKER, 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: TEAM LEADER 2017 SEASON and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$14.50 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.

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

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

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

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

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

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

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

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

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

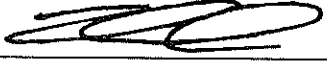
Section 14 – Headings. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 4/3/2017 and terminating: 9/30/2017.

CITY OF KETTERING

By:

 **RYAN DAVIS**
Signature of Department Director

FOR MBT
(print or type Director's name)

Date signed: 3/2/17


Signature of Special Employee

KENT L. PARKER
(print or type name of Employee)

Date signed by employee: 2.25.17

Address:



Social Security Number

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

Equal Opportunity Employer

11/23/2016



RECEIVED
CITY OF KETTERING
HUMAN RESOURCES

2017 AUG 15 PM 4: 28

CITY OF KETTERING
SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

Section 1 - Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: GROUP LEADER 2017 SEASON and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$16.50 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.

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

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

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

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

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

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

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

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

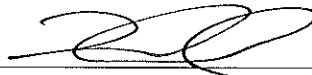
Section 13 – Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures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

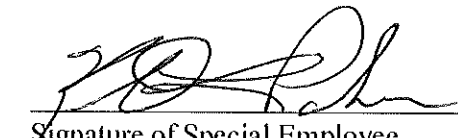
Section 14 – Headings. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 8/7/2017 and terminating: 9/30/2017.

CITY OF KETTERING

By:  RYAN DAVIS
Signature of Department Director
FOR
MBT
(print or type Director's name)
Date signed: 8/15/17


Signature of Special Employee
Ken L. Parker
(print or type name of Employee)
Date signed by employee: _____

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

Equal Opportunity Employer

11/23/2016



SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

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

Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its 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: \$18/participant(based on resident fees). 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.

(continued on reverse)

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

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

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

Section 10 - Severability. 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.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

CITY OF KETTERING

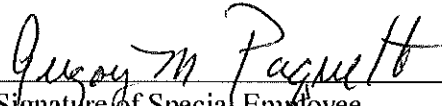
By:



Signature of Department Director

Mary Beth Thaman
(print or type Director's name)

Date signed: 12/20/16

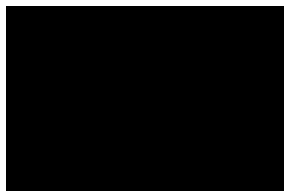


Signature of Special Employee

Gregory Paquette
(print or type name of Employee)

Date signed by employee: 12-4-2016

Address:



Social Security Number

Equal Opportunity Employer

SPECIAL EMPLOYEE AGREEMENT

[REDACTED] This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Kimberly Parent, 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: Pee Wee Officiating 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: \$15.00/game. 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.

(continued on reverse)

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

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

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

Section 10 - Severability. 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.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

CITY OF KETTERING

By:

Signature of Department Director

Mary Beth Thaman
(print or type Director's name)

Date signed: 12/12/16

RYAN
DAVIS

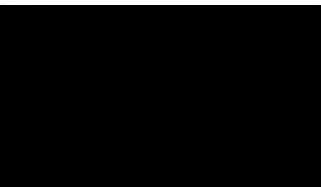
Kimberly Parent

Signature of Special Employee

Kimberly Parent
(print or type name of Employee)

Date signed by employee: 12/5/16

Address:



Social Security Number

Equal Opportunity Employer



SPECIAL EMPLOYEE AGREEMENT

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

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.

(continued on reverse)

1818:

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

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

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

Section 10 - Severability. 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.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

CITY OF KETTERING

By:  **RYAN DAVIS**

Signature of Department Director

FBM
Mary Beth Thaman
(print or type Director's name)

Date signed: 11/23/16



Signature of Special Employee

Benjamin Parsons
(print or type name of Employee)

Date signed by employee: 11.11.16

Address:



Social Security Number

Equal Opportunity Employer



**CITY OF KETTERING
SPECIAL EMPLOYEE AGREEMENT**

RECEIVED
CITY OF KETTERING
HUMAN RESOURCES
2017 OCT 18 PM 3:20

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Benjamin Parsons _____ 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: Senior 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: \$20.10/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.

08:10:44
Section 7 – No Subcontracting Assignment. The SPECIAL EMPLOYEE is prohibited, as an “employee” of the CITY, from in any way subcontracting out his or her responsibilities to perform the personal services required of the employee under this Agreement, whether for pay or not-for-pay. The SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff whom have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.

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

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

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

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

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


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

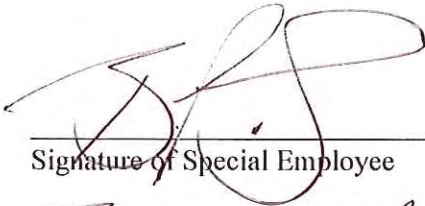
Section 14 – Headings. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 10/16/17 and terminating: 12/10/17

CITY OF KETTERING

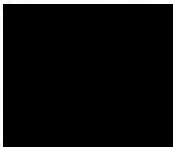
By:  **Ryan DAVIS**
Signature of Department Director
FOR
Mary Beth Thaman
(print or type Director's name)
Date signed: 10/18/17


Signature of Special Employee
Benjamin R Parsons IV
(print or type name of Employee)
Date signed by employee: 10/18/17

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

Equal Opportunity Employer

5/10/2017
RESET FORM



SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

Section 1 - Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Youth Basketball Officiating 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: 22.00/game. 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.

(continued on reverse)

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


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

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

Section 10 - Severability. 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.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

CITY OF KETTERING

By:  **RYAN DAVIS**
Signature of Department Director

Mary Beth Thaman
(print or type Director's name)

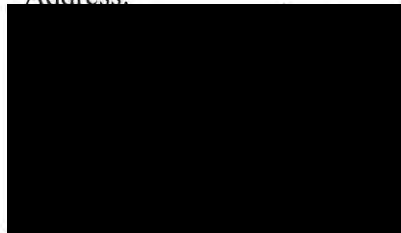
Date signed: 12/29/16


Signature of Special Employee

Stanley Clark Patterson
(print or type name of Employee)

Date signed by employee: 12/22/16

Address:



Social Security Number

Equal Opportunity Employer



SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Wanda Peden, 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: 2017 Crowd Management and for performing other related duties as may be required, all subject to this Agreement.

Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its 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: \$11.25 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.

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.

(continued on reverse)

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

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

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

Section 10 - Severability. 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.

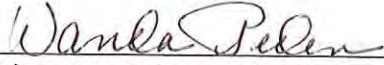
IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 12/12/2016 and terminating: 12/10/2017 (not to exceed a 12-month period).

CITY OF KETTERING

By:  ^{RYAN DAVIS}
Signature of Department Director

Mary Beth Thaman
(print or type Director's name)

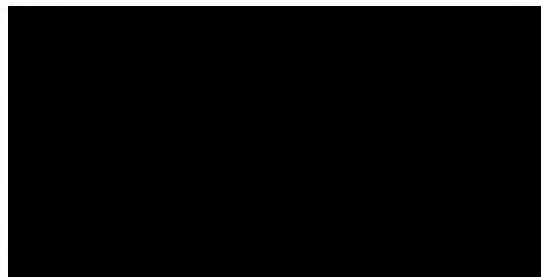
Date signed: 11/23/16


Signature of Special Employee

Wanda Peden
(print or type name of Employee)

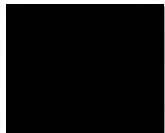
Date signed by employee: 11-17-16

Address:



Social Security Number

Equal Opportunity Employer



SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Katherine Peters, 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: Ice Skating 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: \$15.00/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement System.

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

Section 5 - Need for 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.

(continued on reverse)

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

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


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

Section 10 - Severability. 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.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

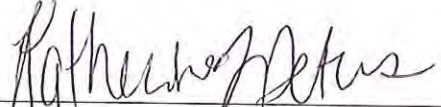
CITY OF KETTERING

By:


Signature of Department Director

Mary Beth Thaman
(print or type Director's name)

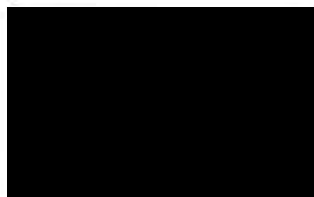
Date signed: 12/2/16


Signature of Special Employee

Katherine Peters
(print or type name of Employee)

Date signed by employee: 9 NOV 2016

Address:



Social Security Number

Equal Opportunity Employer



SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Katherine Peters, 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: Ice Pro Private 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: \$33.02/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.

(continued on reverse)

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

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


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

Section 10 - Severability. 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.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

CITY OF KETTERING

By:

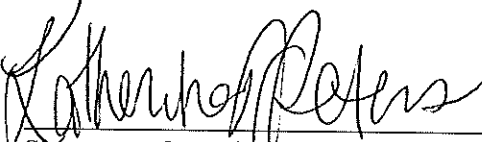
 **RYAN DAVIS**

Signature of Department Director

Mary Beth Thaman

(print or type Director's name)

Date signed: 12/2/16



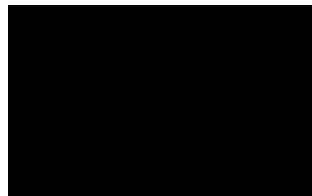
Signature of Special Employee

Katherine Peters

(print or type name of Employee)

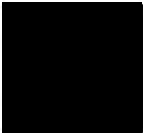
Date signed by employee: 09 NOV 2016

Address:



Social Security Number

Equal Opportunity Employer



SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Anne Petratis, 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 Instructor-Drop in class 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: \$18.00/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.

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.

(continued on reverse)

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

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

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

Section 10 - Severability. 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.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

CITY OF KETTERING

By:


Signature of Department Director

Mary Beth Thaman
(print or type Director's name)

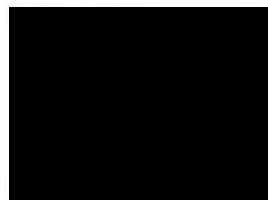
Date signed: 12/18/16


Signature of Special Employee

Anne Petratis
(print or type name of Employee)

Date signed by employee: 11 29, 2016

Address:



Social Security Number

Equal Opportunity Employer

SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Anne Petratis, 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 Swim 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 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: \$15.00/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement System.

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

Section 5 - Need for 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.

(continued on reverse)

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

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


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

Section 10 - Severability. 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.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

CITY OF KETTERING

By:


Signature of Department Director
FOR

Mary Beth Thaman
(print or type Director's name)

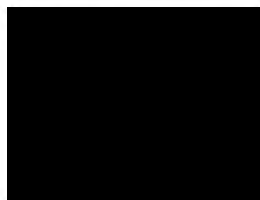
Date signed: 12/16/16


Signature of Special Employee

Anne Petratis
(print or type name of Employee)

Date signed by employee: 11 29, 2016

Address:



Social Security Number

Equal Opportunity Employer



CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Frankie Petrie 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: Ice Skating 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.

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

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

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

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

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

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

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

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

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


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

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

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 10/16/17 and terminating: 12/10/17

CITY OF KETTERING

By:  **RYAN DAVIS**
Signature of Department Director

^{FOL}
Mary Beth Thaman
(print or type Director's name)

Date signed: 10/5/17


Signature of Special Employee

Frankie Petrie
(print or type name of Employee)

Date signed by employee: 10/3/17

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

Equal Opportunity Employer

5/10/2017

RESET FORM



SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Michael Pittman, 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: opening, closing and securing the facility and program/room setup and teardown; greets and serves general public; handles grievances of patrons; maintains records, coordinate responses to emergencies; and the effective resolution of disputes: Adult Classes 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: \$15.00 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.

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.

(continued on reverse)

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

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

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

Section 10 - Severability. 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.

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: 12/11/2016 and terminating: 12/10/2017 (not to exceed a 12-month period). 12

CITY OF KETTERING

By:

[Signature]
Signature of Department Director

Mary Beth Thaman
(print or type Director's name)

Date signed: 10/24/16

[Signature]
Signature of Special Employee

Michael E. Pittman
(print or type name of Employee)

Date signed by employee: 10-25-16

Address:

[Redacted Address]

Social Security Number: [Redacted SSN]

Equal Opportunity Employer



**CITY OF KETTERING
SPECIAL EMPLOYEE AGREEMENT**

CITY OF KETTERING
HUMAN RELATIONS
2017 MAR -7 AM 10: 00

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

WITNESSETH:

Section 1 - Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: CROWD MANAGEMENT 2017 SEASON and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$9.45 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.

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

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

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

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

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

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

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

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

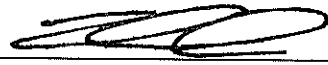
Section 13 – Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures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

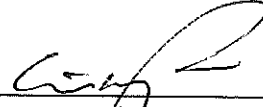
Section 14 – Headings. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.

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

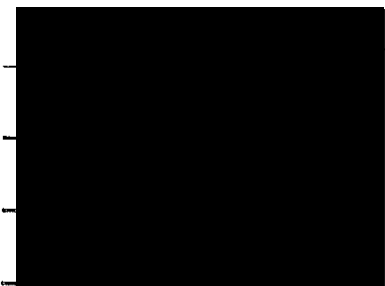
IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 5/1/2017 and terminating: 9/30/2017.

CITY OF KETTERING

By:  **RYAN DAVIS**
Signature of Department Director
FOR MBT
(print or type Director's name)
Date signed: 3/7/17


Signature of Special Employee
Erin W. Purcell
(print or type name of Employee)
Date signed by employee: 2-25-17

Address:



Social Security Number

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

Equal Opportunity Employer

11/23/2016



CITY OF KETTERING
HUMAN RESOURCES

2017 FEB 27 AM 11:36

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Adrienne Qualls 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: Ice Instructor's Aide 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: \$8.15/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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

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

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

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

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

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

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

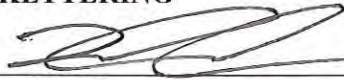
Section 13 – Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both SPECIAL EMPLOYEE and the CITY. This instrument is the entire agreement between the parties and is binding upon and inures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

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

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 03/06/17 and terminating: 12/10/17

CITY OF KETTERING

By:  **RYAN DAVIS**
Signature of Department Director

FOR
Mary Beth Thaman
(print or type Director's name)

Date signed: 2/07/17


Signature of Special Employee

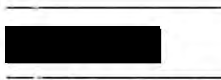
Adrienne Qualls
(print or type name of Employee)

Date signed by employee: 2-22-17

Address:



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

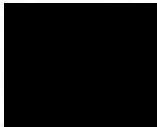


Social Security Number

Equal Opportunity Employer

11/23/2016

RESET FORM



SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Jodi Quinn, 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 Instructor-Registered Class 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: \$26.55/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.

(continued on reverse)

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


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

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

Section 10 - Severability. 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.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

CITY OF KETTERING

By:  **RYAN DAVIS**
Signature of Department Director

^{FM}Mary Beth Thaman
(print or type Director's name)

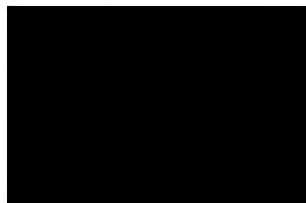
Date signed: 12/10/16


Signature of Special Employee

Jodi Quinn
(print or type name of Employee)

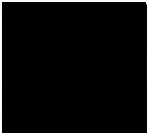
Date signed by employee: 11-28-16

Address:



Social Security Number

Equal Opportunity Employer



SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Jodi Quinn, 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 Instructor-Drop In Class 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: \$19.35/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.

(continued on reverse)

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

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


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

Section 10 - Severability. 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.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

CITY OF KETTERING

By:


Signature of Department Director

Mary Beth Thaman
(print or type Director's name)

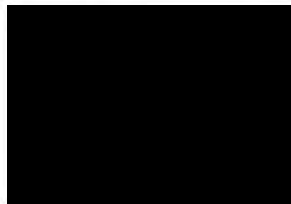
Date signed: 12/8/16


Signature of Special Employee

Jodi Quinn
(print or type name of Employee)

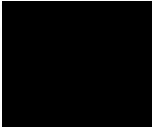
Date signed by employee: 11-28-16

Address:



Social Security Number

Equal Opportunity Employer



SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Sherri Raderstorf, 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 Instructor- Drop in class 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: 19.35/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.

(continued on reverse)

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


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


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

Section 10 - Severability. 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.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

CITY OF KETTERING

By:  RYAN DAVIS
Signature of Department Director

 MARY BETH THAMAN
(print or type Director's name)

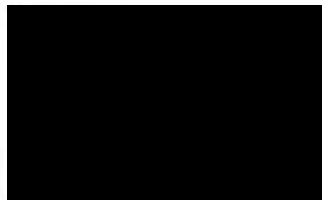
Date signed: 12/16/16


Signature of Special Employee

Sherri Raderstorf
(print or type name of Employee)

Date signed by employee: 11/29/16

Address:



Social Security Number

Equal Opportunity Employer



SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

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

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.

(continued on reverse)

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

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

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

Section 10 - Severability. 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.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

CITY OF KETTERING

By: _____

Signature of Department Director

FOR
Mary Beth Thaman

(print or type Director's name)

Date signed: 11/30/16

*RYAN
DAVIS*

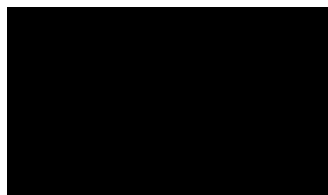
Sherri M. Raderstorf
Signature of Special Employee

Sherri Raderstorf

(print or type name of Employee)

Date signed by employee: 11/17/16

Address:

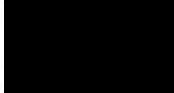


Social Security Number

Equal Opportunity Employer



2017 JAN -4 PM 3:11



SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Crystal Ramsey, 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: Ice Instructor Aide 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: ~~\$8.10/hr.~~ ^{\$8.15/hr. per}. 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.

(continued on reverse)

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


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

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

Section 10 - Severability. 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.

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: 01/09/17 and terminating: 12/10/17 (not to exceed a 12-month period).

CITY OF KETTERING

By:  ^{RYAN}
Signature of Department Director ^{DAVIS}

Mary Beth Thaman
(print or type Director's name)

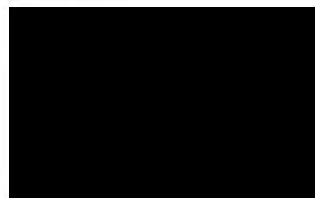
Date signed: 1/4/17


Signature of Special Employee

Crystal Ramsey
(print or type name of Employee)

Date signed by employee: 12/29/16

Address:



Social Security Number

Equal Opportunity Employer



SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

Section 1 - Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Ice Pro Private 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: \$47.05/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.

(continued on reverse)

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


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

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

Section 10 - Severability. 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.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

CITY OF KETTERING

By: 
Signature of Department Director

RYAN
DAVIS

Mary Beth Thaman
(print or type Director's name)

Date signed: 12/2/16


Signature of Special Employee

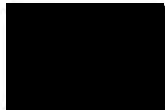
Lisa Reibly
(print or type name of Employee)

Date signed by employee: 11-7-16

Address:


Social Security Number

Equal Opportunity Employer



CITY OF KETTERING
 HUMAN RESOURCES

2016 DEC -5 PM 1:06

SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

Section 1 - Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Ice Skating 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 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: \$25.25/hr.. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement System.

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

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

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

(continued on reverse)

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

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

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

Section 10 - Severability. 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.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

CITY OF KETTERING

By:  RYAN DAVIS
Signature of Department Director

for
Mary Beth Thaman
(print or type Director's name)

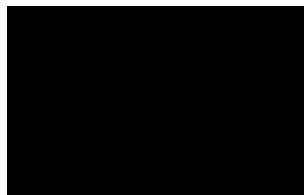
Date signed: 12/2/16


Signature of Special Employee

Lisa Reibly
(print or type name of Employee)

Date signed by employee: 11-7-16

Address:



Social Security Number

Equal Opportunity Employer



SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and, **HEATHER REID** 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: ART CLASS AND WORKSHOP 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: For each class the SPECIAL EMPLOYEE is teaching/instructing, the SPECIAL EMPLOYEE shall be paid **\$13.00** per student. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement System.

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

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

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

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

SPECIAL EMPLOYEE will obtain approval for others to assist or substitute for him or her from designated CITY staff who have authority to make such decisions/assignments. Any attempted assignment or subcontracting of this Agreement without the written consent of the City shall be void.

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

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

Section 10 - Severability. 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.

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 **December, 12 2016** and terminating **December, 10 2017**(not to exceed a 12-month period).

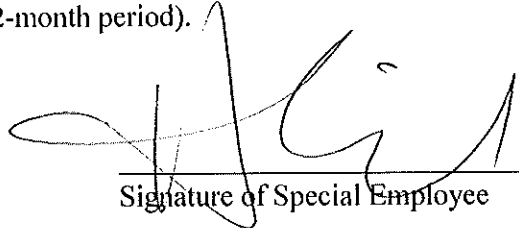
CITY OF KETTERING

By:


Signature of Department Director **RYAN DAVIS**

Mary Beth Thaman
(print or type Director's name)

Date signed: 12/2/16


Signature of Special Employee

HEATHER REID
(print or type name of Employee)

Date signed by employee: 11/14/16

Address: 

Phone: 

E-mail: 

Social Security Number: 

Equal Opportunity Employer



**CITY OF KETTERING
SPECIAL EMPLOYEE AGREEMENT**

CITY OF KETTERING
HUMAN RESOURCES

2017 APR 14 AM 11:57

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and JESTIN RICE, 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: 2017 THEATER TECH and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$19.50/HOUR. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 5/1/2017 and terminating: 9/30/2017.

CITY OF KETTERING

By:

 **RYAN DAVIS**

Signature of Department Director

FOR
MARY BETH THAMAN
(print or type Director's name)

Date signed: 4/14/17

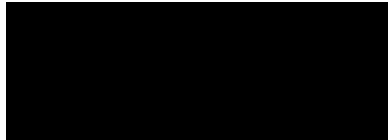


Signature of Special Employee


Jestin Price
(print or type name of Employee)

Date signed by employee: 4-7-2017

Address:



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


Social Security Number

Equal Opportunity Employer

11/23/2016



CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

Section 1 - Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: THEATER TECH 2017 SEASON and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$19.00/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.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 5/15/2017 and terminating: 9/30/2017.

CITY OF KETTERING

By: MBT (Serge Rom.)
Signature of Department Director

Mary Beth Thaman
(print or type Director's name)

Date signed: 5.17.17

John T. Riechers Jr
Signature of Special Employee

John T Riechers Jr
(print or type name of Employee)

Date signed by employee: 5/11/2017

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

Equal Opportunity Employer

11/23/2016



CITY OF KETTERING
SPECIAL EMPLOYEE AGREEMENT

CITY OF KETTERING
HUMAN RESOURCES

2017 APR 14 AM 11:57

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and AMBER RING, 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: 2017 THEATER TECH and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$19.50/HOUR No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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

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

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

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

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

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

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

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

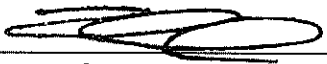
Section 14 – Headings. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.

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

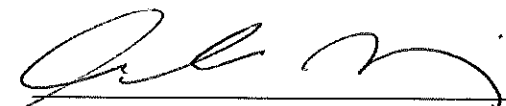
IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 5/1/2017 and terminating: 9/30/2017.

CITY OF KETTERING

By:

 **RYAN DAVIS**
Signature of Department Director
Fal
MARY BETH THAMAN
(print or type Director's name)


Date signed: 4/14/17


Signature of Special Employee
Amber Ring
(print or type name of Employee)

Date signed by employee: 4/11/2017

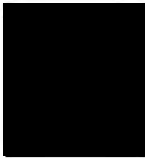
Address:


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


Social Security Number

Equal Opportunity Employer

11/23/2016



CITY OF KETTERING
 HUMAN RESOURCES

2016 DEC -8 AM 10:48

SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Amy Robinson, 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: Senior Exercise 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: **\$20.10/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.

(continued on reverse)

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


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

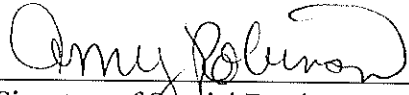
Section 9 - Compensation on Termination. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.

Section 10 - Severability. 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.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

CITY OF KETTERING

By:  **RYAN DAVIS**
Signature of Department Director
Fdl
Mary Beth Thaman
(print or type Director's name)
Date signed: 12/8/16


Signature of Special Employee
Amy Robinson
(print or type name of Employee)
Date signed by employee: 12/15/14

Address:

Social Security Number

Equal Opportunity Employer



SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

Section 1 - Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Group Exercise 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: \$22.50/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.

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.

(continued on reverse)

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

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

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

Section 10 - Severability. 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.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

CITY OF KETTERING

By:

 ^{RYAN}
Signature of Department Director ^{DAVIS}

^{FBK}
Mary Beth Thaman
(print or type Director's name)

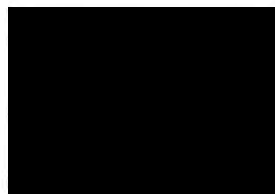
Date signed: 11/30/16


Signature of Special Employee

Amy Robinson
(print or type name of Employee)

Date signed by employee: 11-15-16

Address:



Social Security Number

Equal Opportunity Employer



CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and LESLIE ROGERS, 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: 2017 THEATER TECH and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$14.00/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.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 5/1/2017 and terminating: 9/30/2017. 15

CITY OF KETTERING

By: MBT (Sonya E. Rom)
Signature of Department Director

MARY BETH THAMAN
(print or type Director's name)

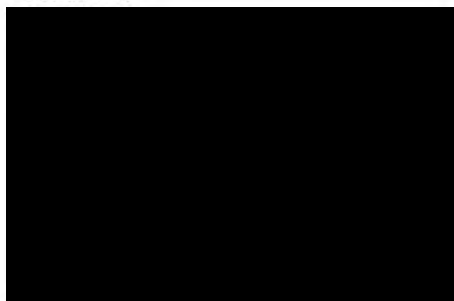
Date signed: 5.17.17

Leslie A. Rogers
Signature of Special Employee

Leslie A. Rogers
(print or type name of Employee)

Date signed by employee: 4/24/17

Address:



Social Security Number

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

Equal Opportunity Employer



CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and PATRICK ROHER, 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: 2017 THEATER TECH and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$21.00/HOUR No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 5/1/17 and terminating: 9/30/17.

CITY OF KETTERING

By:

[Signature] ^{EVAN SAUS}
Signature of Department Director

Mary Beth Thaman
(print or type Director's name)

Date signed: 4/21/17

[Signature]
Signature of Special Employee

Patrick Rohrer
(print or type name of Employee)

Date signed by employee: 4-21-17

Address:
[Redacted]

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

[Redacted]
Social Security Number

Equal Opportunity Employer



CITY OF KETTERING

PARKS, RECREATION AND CULTURAL ARTS DEPARTMENT

CITY OF KETTERING
HUMAN RESOURCES

2016 DEC -2 AM 8:28

SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

Section 1 - Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Group Exercise 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: \$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.

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.

(continued on reverse)

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

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


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

Section 10 - Severability. 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.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

CITY OF KETTERING

By:  **RYAN DAVIS**
Signature of Department Director
for
Mary Beth Thaman
(print or type Director's name)
Date signed: 12/2/16


Signature of Special Employee
Theresa Ross
(print or type name of Employee)
Date signed by employee: 11-16-16

Address:



Social Security Number

Equal Opportunity Employer



CITY OF KETTERING
SPECIAL EMPLOYEE AGREEMENT

CITY OF KETTERING
HUMAN RESOURCES
2017 JAN 10 AM 11:56

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and BILL ROY 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: 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: \$17.00/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.

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

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

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

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

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

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

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

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


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

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

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 12/12/2016 and terminating: 12/10/2017.

CITY OF KETTERING

By:  RYAN DAVIS

Signature of Department Director

FOR MARY BETH THOMAS
(print or type Director's name)

Date signed: 1/10/17


Signature of Special Employee

William R Roy
(print or type name of Employee)

Date signed by employee: 1-5-17

Address:



Social Security Number

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

Equal Opportunity Employer

11/23/2016



SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

Section 1 - Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Group Exercise 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: \$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.

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.

(continued on reverse)

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

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


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

Section 10 - Severability. 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.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

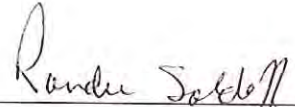
CITY OF KETTERING

By:


Signature of Department Director
FDL

Mary Beth Thaman
(print or type Director's name)

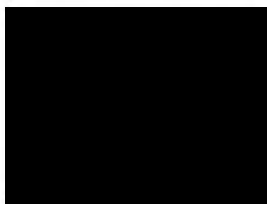
Date signed: 11/20/16


Signature of Special Employee

Randee Saldoff
(print or type name of Employee)

Date signed by employee: 11/14/16

Address:



Social Security Number

Equal Opportunity Employer

SPECIAL EMPLOYEE AGREEMENT

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

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.

(continued on reverse)

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

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

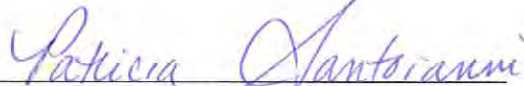
Section 9 - Compensation on Termination. Should this Agreement be terminated prior to its expiration date, the CITY shall pay to the SPECIAL EMPLOYEE only the sum then due for the work performed.

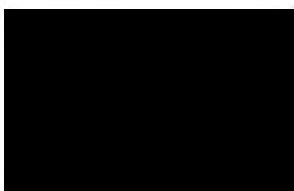
Section 10 - Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect at the option of the City.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

CITY OF KETTERING

By:  **RYAN DAVIS**
Signature of Department Director
FOR
Mary Beth Thaman
(print or type Director's name)
Date signed: 11/23/16


Signature of Special Employee
Patricia Santoianni *Patricia Santoianni*
(print or type name of Employee)
Date signed by employee: 11/17/16

Address:

Social Security Number

Equal Opportunity Employer



CITY OF KETTERING
SPECIAL EMPLOYEE AGREEMENT

CITY OF KETTERING
HUMAN RESOURCES

2017 APR 14 AM 11:58

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and JACK SAUNDERS, 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: 2017 CROWD MANAGEMENT and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$8.85/HOUR. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 5/1/2017 and terminating: 9/30/2017.

CITY OF KETTERING

By:

 **RYAN DAVIS**
Signature of Department Director

Fok
Mary Beth Thaman
(print or type Director's name)

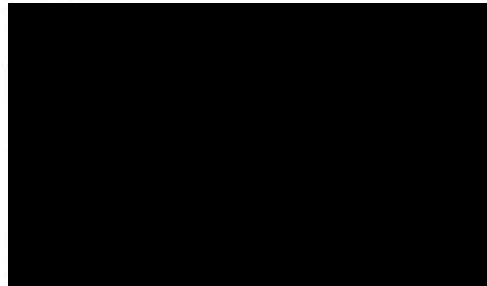
Date signed: 4/14/17


Signature of Special Employee

JACK E. SAUNDERS
(print or type name of Employee)

Date signed by employee: 4/1/17

Address:



Social Security Number

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

Equal Opportunity Employer

11/23/2016



SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Allison Savoie, 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 Swim Lesson Instructor and for performing other related duties as may be required, all subject to this Agreement.

Section 2 - Rules, Supervision. The SPECIAL EMPLOYEE agrees to perform the services required in a professional manner which is consistent with all applicable rules, regulations, policies and procedures of the CITY and its 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: \$15.00/hr. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement System.

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

Section 5 - Need for 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.

(continued on reverse)

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

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

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

Section 10 - Severability. 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.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

CITY OF KETTERING

By: 
Signature of Department Director

^{FOR} Mary Beth Thaman
(print or type Director's name)

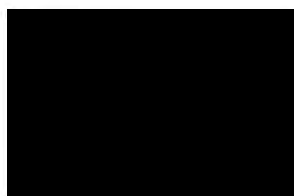
Date signed: 12/8/16


Signature of Special Employee

Allison Savoie
(print or type name of Employee)

Date signed by employee: 12/2/16

Address:



Social Security Number

Equal Opportunity Employer



CITY OF KETTERING
HUMAN RESOURCES
2016 DEC -8 AM 10:48

SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Allison Savoie, 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: Lifeguard Training 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: \$10.50/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.

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.

(continued on reverse)

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

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


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

Section 10 - Severability. 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.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

CITY OF KETTERING

By:


Signature of Department Director

RYAN
DAVIS

FOR
Mary Beth Thaman
(print or type Director's name)

Date signed: 12/21/16


Signature of Special Employee

Allison Savoie
(print or type name of Employee)

Date signed by employee: 12/2/16

Address:



Social Security Number

Equal Opportunity Employer



CITY OF KETTERING
HUMAN RESOURCES

2017 MAR 14 PM 12:59

CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and DAVID SCANLON, 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: 2017 THEATER TECH 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: \$18.50/HOUR. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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

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

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

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

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

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

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

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

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


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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 5/1/17 and terminating: 9/30/17.

CITY OF KETTERING

By: [Signature]
Signature of Department Director
Mary Beth Thaman
(print or type Director's name)
Date signed: 3/17/17

[Signature]
Signature of Special Employee
DAVID A. SCANLON
(print or type name of Employee)
Date signed by employee: 3-11-17

Address:


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

Social Security Number

Equal Opportunity Employer



CITY OF KETTERING
SPECIAL EMPLOYEE AGREEMENT

CITY OF KETTERING
HUMAN RESOURCES

2017 MAR 29 AM 11:14

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and GARY SCANLON, 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: 2017 THEATER TECH 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/HOUR No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 5/1/2017 and terminating: 9/30/2017.

CITY OF KETTERING

By:

 RYAN DAVIS
Signature of Department Director

Mary Beth Thaman
(print or type Director's name)

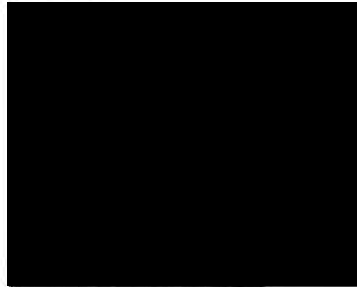
Date signed: 3/27/17


Signature of Special Employee

GARY L. SCANLON
(print or type name of Employee)

Date signed by employee: 3-18-17

Address:



Social Security Number

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

Equal Opportunity Employer

11/23/2016



**CITY OF KETTERING
SPECIAL EMPLOYEE AGREEMENT**

CITY OF KETTERING
HUMAN RESOURCES

2017 JAN 19 AM 10: 25

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and NICOLE SCHAIRBAUM, 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: HOUSE MANAGER and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$21.00/HOUR No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 12/12/2016 and terminating: 12/10/2017.

CITY OF KETTERING

By:

 RYAN DAVIS

Signature of Department Director

FOR MBT

(print or type Director's name)

Date signed: 1/19/17



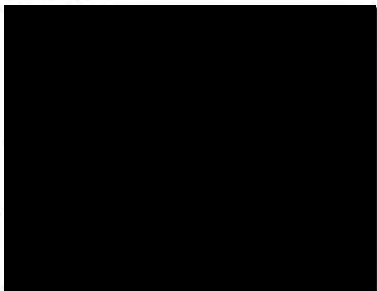
Signature of Special Employee

Nicole Scharbaum

(print or type name of Employee)

Date signed by employee: _____

Address:



Social Security Number

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

Equal Opportunity Employer

11/23/2016



SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Russell Scherer, 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: Judo and Cadet Judo 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: 20.00/participant. 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.

(continued on reverse)

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

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

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

Section 10 - Severability. 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.

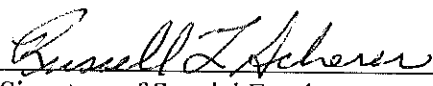
IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

CITY OF KETTERING

By:  **RYAN DAVIS**
Signature of Department Director

FB
Mary Beth Thaman
(print or type Director's name)

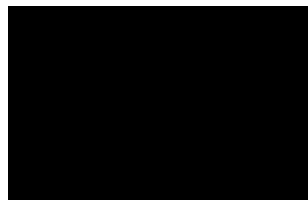
Date signed: 12/14


Signature of Special Employee

Russell Scherer
(print or type name of Employee)

Date signed by employee: 12/1/16

Address:



Social Security Number

Equal Opportunity Employer

SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and James Schneider, 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: Pee Wee Officiating 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: \$15/game. 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.

(continued on reverse)

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

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


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

Section 10 - Severability. 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.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

CITY OF KETTERING


By:



Signature of Department Director

Mary Beth Thaman
(print or type Director's name)

Date signed: 12/12/16

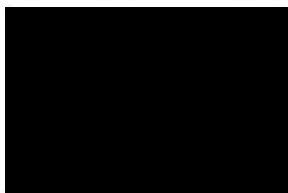


Signature of Special Employee

James Schneider
(print or type name of Employee)

Date signed by employee: 12-5-16

Address:



Social Security Number

Equal Opportunity Employer

SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

Section 1 - Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: Youth Basketball Officiating 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: \$22.00/game. 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.

(continued on reverse)

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

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

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

Section 10 - Severability. 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.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

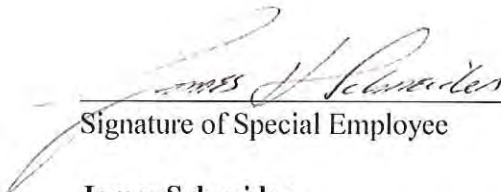
CITY OF KETTERING

By:


Signature of Department Director

Mary Beth Thaman
(print or type Director's name)

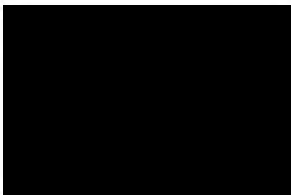
Date signed: 12/12/16


Signature of Special Employee

James Schneider
(print or type name of Employee)

Date signed by employee: 12-5-16

Address:



Social Security Number

Equal Opportunity Employer



SPECIAL EMPLOYEE AGREEMENT

This special employee agreement ("Agreement") is entered into by and between the City of Kettering, Ohio, ("CITY" or "EMPLOYER"), and Scott J. Schwarberg, ("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 – Resignation; Retirement.

A. No later than June 23, 2015, the EMPLOYEE shall submit to the CITY's City Manager a signed written statement in which EMPLOYEE resigns as a full-time CITY employee effective 11:59 P.M., June 30, 2015 ("Resignation Date"). If EMPLOYEE withdraws or revokes this resignation statement prior to the Resignation Date, then this Agreement shall be deemed void ab initio immediately upon submission of such withdrawal or revocation.

B. The CITY acknowledges that at all times while this Agreement is in effect EMPLOYEE may be eligible for retirement benefits from the Ohio Public Employees Retirement System ("OPERS"), therefore during such times the EMPLOYEE may, at EMPLOYEE's sole election and option, seek and receive OPERS benefits.

Section 2 - Purposes of Employment. Effective July 1, 2015, the CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: (i) performing the duties of Assistant Finance Director as described in the attached job description, and (ii) such other duties and services as may be assigned in the sole discretion of the Finance Director and/or City Manager. 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 3 – Rules; Supervision. At all times the SPECIAL EMPLOYEE shall perform the required services and duties in a professional manner and in conformance with all

applicable rules, regulations, policies, and procedures of the CITY, whether existing now or subsequently adopted while this Agreement is in effect. The SPECIAL EMPLOYEE further agrees to perform the required services and duties under the supervision and direction of the Finance Director and/or City Manager or any designee appointed by the either the Finance Director and/or City Manager. The services and duties to be provided by SPECIAL EMPLOYEE under this Agreement shall require SPECIAL EMPLOYEE to work forty (40) hours per week and provide such services and duties on such workdays and during such hours as necessary and/or as may be requested by the Finance Director and/or City Manager or their 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 4 - Compensation. The CITY agrees to compensate the SPECIAL EMPLOYEE, for services and duties provided, in the following manner:

- A. Commencing the day following the Resignation Date, (July 1, 2015), and continuing thereafter while this Agreement is in effect, the CITY shall pay EMPLOYEE an initial annual full-time salary of \$102,814.40 as calculated from an "hourly base rate" of \$49.43 per hour. At all times this Agreement is in effect, the SPECIAL EMPLOYEE shall have the status of an overtime exempt "full-time employee" with the CITY.
- B. At all times this Agreement is in effect, if employees in the 700 Pay Grade series of the CITY become eligible for and receive, or are required to accept a prospective or retroactive salary increase or decrease, then EMPLOYEE's salary and hourly rate shall be adjusted accordingly.
- C. As a "full-time employee" the EMPLOYEE shall be eligible for the same health, dental, life insurance and other supplemental benefits offered to the non-union full-time employee group.
- D. EMPLOYEE will receive the following fringe benefits offered to non-union full-time employees: sick leave, vacation leave, paid holidays, and personal leave.
- E. 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 and any contributions to FICA or the OPERS.
- F. The CITY is committed to complying with state and federal laws regarding deductions from employees' pay and will promptly correct any mistakes that are made

in connection with such deductions. If EMPLOYEE believes that his pay has been improperly reduced, EMPLOYEE shall contact Human Resources.

Section 5 - 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 thirty (30) 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 6 - No Subcontracting/Assignment. Without the expressed written permission of the City Manager, the City Finance Director, and the City Law Director, 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 5.

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. Additionally upon the termination and/or expiration of this Agreement SPECIAL EMPLOYEE shall be eligible to receive compensation for the then balance of EMPLOYEE's accrued sick leave and vacation leave, if any, pursuant to and in accord with the then current CITY policies and procedures applicable to non-union full-time employees of the CITY.

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. This Agreement shall become effective on the date after the 7-day revocation period set forth in Section 14 and shall terminate June 30, 2016 ("First Term"). This Agreement shall automatically be renewed for one (1) one-year term ("Second Term"), unless either party notifies, in writing, the other respective party by April 1, 2016 that the notifying party will not renew the Agreement. The conditions and terms of the Second Term shall be the same as the First Term.

Section 13 - Release of Claims. In consideration for the promises and covenants herein, the sufficiency of which is hereby acknowledged, the EMPLOYEE, on behalf of EMPLOYEE and any representative, gives up, releases and settles all claims in any way connected with his employment by the EMPLOYER, or the termination of his employment with the EMPLOYER, together with all other claims, lawsuits or demands of any kind which EMPLOYEE has made or could make against the EMPLOYER (including its affiliated organizations) or against its current and former officials, EMPLOYEEs, agents, or EMPLOYEE benefit plans (including plan trustees and administrators), whether known or unknown, up through the date EMPLOYEE signs this Agreement. The claims released by this Agreement include, but are not limited to, claims of tort, breach of contract, retaliation, harassment, public policy, discrimination on the basis of age (under the federal Age Discrimination in Employment Act of 1967 or otherwise), sex, race, national origin, disability or religion, or for attorney's fees. EMPLOYEE further agrees to waive any and all applicable internal appeal procedures, including but not limited to those in the applicable Civil Service rules, in connection with the termination of his employment with EMPLOYER. EMPLOYEE, on behalf of EMPLOYEE and any representative, and any person whose claims derive from him, promises that no lawsuit will be filed based on any claims released by this Agreement, and that he will pay all attorney's fees and court costs incurred by any released party in defending against such lawsuit, along with any other appropriate damages.

Section 14 - Opportunity to Consider and Consult. EMPLOYEE acknowledges that he was given the opportunity to consider the terms of this Agreement for at least 21 days before signing it. EMPLOYEE shall have 7 days following his signing of this Agreement to revoke this Agreement, and this Agreement shall not become effective or enforceable until the revocation period has expired without revocation by EMPLOYEE. EMPLOYEE

*Extend
and
term
until
July 3
2017
Montgomery
5/11
Montgomery
5/21
5/21/11*

has had an opportunity to consult with his attorney about this Agreement, and has either done so or freely chosen not to do so.

Section 15 - Free Act. EACH PARTY HAS CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTANDS THIS AGREEMENT, AND SIGNS IT AS HIS OR ITS OWN FREE ACT.

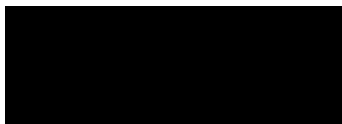
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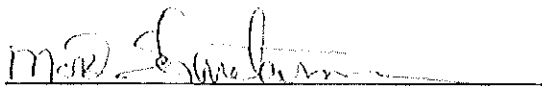
IN WITNESS WHEREOF, each Party has signed this Agreement on the day and year under their signature.

CITY OF KETTERING:

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

EMPLOYEE:



By: 

Mark W. Schwieterman, City Manager



Scott J. Schwarberg, Asst. Finance Director

Date signed: 6/17/15

Date signed: 6/17/15

APPROVED AS TO FORM:



Theodore A. Hamer III, Law Director

EMPLOYMENT AGREEMENT

This agreement to employ a City Manager (this "Agreement") is made and entered into this 21st day of December, 2011, by and between **THE CITY OF KETTERING, OHIO**, a municipal corporation, hereinafter called "Employer" or "City", and **MARK W. SCHWIETERMAN**, hereinafter called "Employee."

WITNESSETH:

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

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

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

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

SECTION 1 - DUTIES

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

SECTION 2 - TERM

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

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

C. Employee agrees to remain in the exclusive employ of Employer, and neither to accept other employment nor to become employed by any other employer before providing to Employer at least sixty (60) calendar days advance written notice of Employee's intent to terminate this Agreement. For the purposes of this Section of this Agreement, the term "employed" shall not be construed to include occasional teaching, writing, consulting or military reserve service performed on employee's time off.

SECTION 3 - SUSPENSION

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

SECTION 4 - TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated without cause during the term of this Agreement and during such time as Employee is willing to perform his duties under this Agreement, Employer agrees to pay to Employee: (i.) any unpaid balance of salary then due Employee; (ii.) a lump sum cash payment ("Severance Pay") equal to 12 months aggregate salary; and (iii.) twelve months of continued family plan health insurance coverage under COBRA during which Employer will pay the standard City of Kettering share of the premium costs for City of Kettering employee family plan health insurance coverage with Employee paying any difference; if at any time after termination Employee becomes eligible for and receives health insurance coverage under another health insurance plan, then this health insurance severance benefit will terminate; and (iv.) a payment for any accrued leave pursuant to the then adopted policies of the City. Such payments shall be subject to normal deductions for PERS, taxes and other withholdings required by law, and such deductions and withholdings shall be made by Employer on Employee's behalf.

B. Notwithstanding the provisions of Subparagraph "A" above, the Employer shall have the right to terminate this Agreement without Severance Pay in the event Employee is convicted of a criminal offense (other than a traffic offense). In addition, the City Council of the City of Kettering may, nevertheless, terminate this Agreement without Severance Pay for malfeasance or serious misconduct on the part of Employee, provided that five (5) or more of the members of the Kettering City Council are in agreement as to such termination. In the event such action is contemplated, Employee shall be advised in writing of the specific instances of

such malfeasance or misconduct and pursuant to Section 5-6 of the Kettering City Charter shall be provided with an opportunity to be heard with respect thereto. Any termination under this provision shall entitle Employee to payment for unused vacation pay to the extent provided for herein.

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

SECTION 5 - SALARY

A. Employer agrees to pay Employee for his services rendered pursuant to this Agreement as follows: (i.) for the period commencing December 19, 2011 up through and including December 16, 2012, Employee shall be paid a "base salary" calculated with an hourly base rate of \$73.92 per hour; and (ii.) for the period commencing December 17, 2012 up through and including December 14, 2014 the base salary of the Employee shall be periodically increased or decreased pursuant to the provisions of Subsection "C" of this Section 5. During the last quarter of 2014, the Employer and Employee agree to reopen this Agreement for good faith negotiations with respect to the Employee's base salary and deferred compensation. Notwithstanding anything else to the contrary, Employer shall not be obligated to agree to any increase in base salary nor shall Employee be obligated to accept a reduction in base salary unless the reduction is made in accordance with Subsection "C" of this Section 5.

B. The annual base salary of the Employee is based on a 2,080 work hour year, regardless of the actual amount of hours worked by Employee, plus a 26 pay period year. If the Employee is employed during a year with 27 pay periods, then in addition to the annual base

salary Employee shall be paid for the 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.

C. Except as may otherwise be provided for in this Agreement, at each time on or after December 17, 2012, that Employer uniformly increases or decreases the maximum salary levels of all Department Head positions and the position of Assistant City Manager of the City (pay grade levels 722-724), Employer agrees to similarly increase or decrease the then annual base salary to Employee. In other words, if Employer should increase or decrease the maximum salary levels of Department Heads and the Assistant City Manager of the City by a uniform percentage, then Employer shall increase or decrease the then base salary of the City Manager by the same percentage as the percentage increase or decrease of the maximum salary of the Department Heads and the Assistant City Manager. (For Example: If the City Council should approve that all Department Heads and the Assistant City Manager of the City receive on a particular date a 3% increase to their annual base salary, then the City Manager shall receive on the same particular date a 3% increase to his then annual base salary).

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

SECTION 6 - PERFORMANCE AND EVALUATION

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

SECTION 7 - HOURS OF WORK

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

SECTION 8 - AUTOMOBILE AND PHONE

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

B. Employer acknowledges and agrees that Employee's duties require that at all times during his employment with Employer he shall have the unrestricted use of a cell phone provided to him by the Employer. Such cell phone shall be capable of data transfer, and shall be compatible with and suitable for the then current cell phone technology so that Employee can easily communicate with other cell phones using the then latest cell phone technology. Employer shall be responsible for paying for all usage of the cell phone, and for the purchase (or rental), repair and regular replacement of said cell phone.

SECTION 9 – VACATION, SICK AND PERSONAL LEAVE

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

SECTION 10 - DISABILITY, HEALTH AND LIFE INSURANCE

A. Employer agrees to cause to be put into force, maintained, and to make required premium payments for the benefit of Employee, insurance policies for accident, sickness, dental, disability income benefits, major medical and dependent's group insurance coverage consistent with that which is offered to other full-time City employees or as may be specified by the then current and effective City of Kettering ordinance commonly known as the "Personnel Ordinance" or "Pay Ordinance", whichever particular policy coverage benefit may be determined greater by the Employee. Furthermore, Employer agrees to cause to be put into force, maintained, and to make required premium payments for the benefit of Employee a life insurance policy in the amount of \$250,000.00 and with the beneficiary at Employee's sole selection.

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

SECTION 11 - DUES AND SUBSCRIPTIONS

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

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

SECTION 12 - GENERAL EXPENSES

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

SECTION 13 - CIVIC CLUB MEMBERSHIP

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

SECTION 14 - INDEMNIFICATION

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

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

SECTION 15 - BONDING

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

SECTION 16 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

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

B. All provisions of the City Charter and Code and regulations and rules of the Employer relating to vacation leave, sick leave, personal leave, retirement and pension system

contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee, except as may be otherwise provided for in this Agreement.

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

SECTION 17 - NOTICES

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

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

with a copy to:

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

(2) EMPLOYEE:



Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 18 - GENERAL PROVISIONS

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

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

C. This Agreement shall be deemed effective December 19, 2011. In the event this Agreement is entered into after December 19, 2011, the parties agree the intent of this Agreement is to be retroactive to December 19, 2011. Therefore, all salary provisions of Section 5 of this Agreement, including but not limited to the Employer contribution under Subsection "D" of Section 5, shall be retroactive to December 19, 2011. However the Employer shall receive a credit against salary and Employer contributions paid to or in benefit of Employee under this Agreement for salary and contributions paid by Employer to or in benefit of the Employee under a different employment agreement between Employer and Employee and for the period of time December 19, 2011 up to the date this Agreement is entered into by and among the parties.

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

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

SECTION 19 - DURATION

Unless terminated by mutual written agreement of the parties or by its own operation, this Agreement shall be in full force and effect up through and including December 31, 2018. The Employer shall provide notice to the Employee as to whether Employer intends to extend the term of this Agreement and to retain the Employee in the position of City Manager beyond December 31, 2018. Such notice shall be in writing and shall be served upon Employee no later than September 30, 2018. Failure to provide such notice to Employee shall result in the Employer's obligation to pay Severance Pay to Employee pursuant to the provisions of Subsection "A" of Section 4 hereof.

SECTION 20 - EXECUTION OF AGREEMENT

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE TO IMMEDIATELY FOLLOW.]

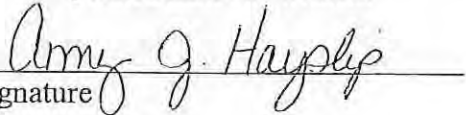
WHEREAS, the City of Kettering, Ohio has caused this Agreement to be signed and executed in its behalf by its Mayor, and the Employee has signed and executed this Agreement, both in duplicate.

Witnesses as to both
Employer and Employee:

EMPLOYER: City of Kettering, Ohio


signature

Gregg H. Gorsuch
printed name of witness

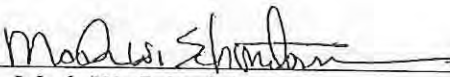

signature

Amy J. Hayslip
printed name of witness

BY: 
Donald E. Patterson, Mayor

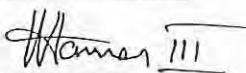
Date: 12-21-11, 2011

EMPLOYEE:


Mark W. Schwieterman

Date: 12/21, 2011

APPROVED AS TO FORM:


Theodore A. Hamer III, Acting Law Director

AGREEMENT

This first amendment to an employment agreement (this "First Amendment") is made between the City of Kettering (the "City") and Mark W. Schwieterman (the "Employee").

WHEREAS, the City and the Employee entered into an employment agreement on or about December 21, 2011 (the "Original Agreement") under which the parties agreed to negotiate in good faith regarding the Employee's base salary and deferred compensation; and

WHEREAS, the City and the Employee have done so and desire to amend the Original Agreement;

NOW, THEREFORE, the parties agree as follows:


- 1. Subsection 5(A) of the Original Agreement shall be amended to read as follows:

Employer agrees to pay Employee for his services rendered pursuant to this Agreement as follows: (i.) for the period commencing December 19, 2011 up through and including December 16, 2012, Employee shall be paid a "base salary" calculated with an hourly base rate of \$73.92 per hour; and (ii.) for the period commencing December 17, 2012 up through and including December 31, 2018 the base salary of the Employee shall be periodically increased or decreased pursuant to the provisions of Subsection "C" of this Section 5. Notwithstanding anything else to the contrary, Employer shall not be obligated to agree to any increase in base salary nor shall Employee be obligated to accept a reduction in base salary unless the reduction is made in accordance with Subsection "C" of this Section 5.

- 2. Except as amended and modified by this First Amendment, the provisions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, by their respective signatures below, the parties agree to the above promises, terms and conditions.

CITY:



Donald E. Patterson, Mayor

Date: 11-25-14, 2014

EMPLOYEE:



Mark W. Schwieterman

Date: 11/25, 2014

17-124



SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Russell Seese, 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: Lifeguard Training 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: \$10.00/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.

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.

(continued on reverse)

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

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

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

Section 10 - Severability. 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.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

CITY OF KETTERING

By:

 **RYAN DAVIS**
Signature of Department Director

FOR
Mary Beth Thaman
(print or type Director's name)

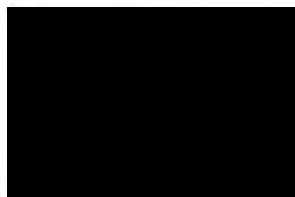
Date signed: 12/8/16


Signature of Special Employee

Russell Seese
(print or type name of Employee)

Date signed by employee: 12-01

Address:



Social Security Number

Equal Opportunity Employer



**CITY OF KETTERING
SPECIAL EMPLOYEE AGREEMENT**

CITY OF KETTERING
HUMAN RESOURCES

2017 APR 14 AM 11:58

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and SHANNON SELLARS, 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: 2017 THEATER TECH and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$19.50/HOUR No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 5/1/2017 and terminating: 9/30/2017.

CITY OF KETTERING

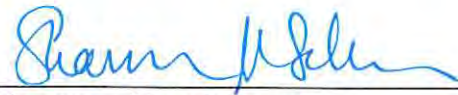
By:

 **RYAN DAVIS**

Signature of Department Director

FOR
MARY BETH THAMAN
(print or type Director's name)

Date signed: 4/14/17

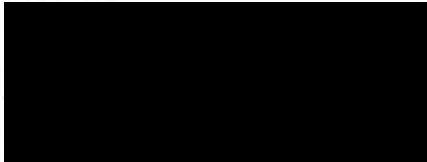


Signature of Special Employee

Shannon M Sellers
(print or type name of Employee)

Date signed by employee: 3/30/17

Address:



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



Social Security Number

Equal Opportunity Employer

11/23/2016



CITY OF KETTERING
SPECIAL EMPLOYEE AGREEMENT

RECEIVED
CITY OF KETTERING
HUMAN RESOURCES

2017 MAY -3 PM 1:14

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and THOMAS SELLARS, 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: 2017 THEATER TECH and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$19.50/HOUR. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 5/1/2017 and terminating: 9/30/2017.

CITY OF KETTERING

By:

[Signature] RYAN DAVIS
Signature of Department Director

[Signature]
Signature of Special Employee

MARY BETH THAMAN
(print or type Director's name)

Thomas A Sellars
(print or type name of Employee)

Date signed: 8/3/17

Date signed by employee: 3/30/17

Address:

[Redacted]

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

[Redacted]
Social Security Number

Equal Opportunity Employer

11/23/2016



CITY OF KETTERING SPECIAL EMPLOYEE AGREEMENT

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

WITNESSETH:

Section 1 - Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: THEATER TECH 2017 SEASON and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$19.00/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.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 5/1/2017 and terminating: 9/30/2017. 15

CITY OF KETTERING

By: MBT (Sonya Rom)
Signature of Department Director

Mary Beth Thaman
(print or type Director's name)

Date signed: 5.17.17

Ryan Sess
Signature of Special Employee

RYAN SESS
(print or type name of Employee)

Date signed by employee: 4/20/17

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

Equal Opportunity Employer

11/23/2016



CITY OF KETTERING
SPECIAL EMPLOYEE AGREEMENT

2017 MAR 14 PM 12:59

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

WITNESSETH:

Section 1 - Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: CROWD MANAGEMENT 2017 SEASON and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$9.45 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.

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

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

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

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

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

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

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

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

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

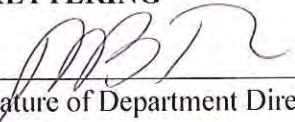
Section 14 – Headings. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 5/1/2017 and terminating: 9/30/2017.

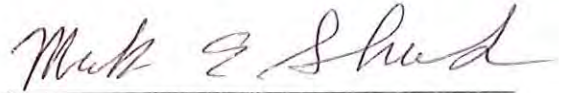
CITY OF KETTERING

By:


Signature of Department Director

Mary Beth Thaman
(print or type Director's name)

Date signed: 3/14/17



Signature of Special Employee

MARK E SHANK
(print or type name of Employee)

Date signed by employee: 3-9-17

Address:



Social Security Number

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

Equal Opportunity Employer

11/23/2016



CITY OF KETTERING
SPECIAL EMPLOYEE AGREEMENT

RECEIVED
CITY OF KETTERING
HUMAN RESOURCES

2017 AUG 29 PM 4:52

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

WITNESSETH:

Section 1 - Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: CROWD MANAGEMENT 2017 SEASON and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$9.45 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.

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

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

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

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

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

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

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

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

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

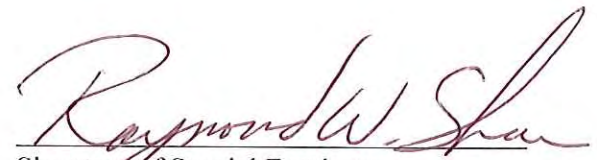
Section 14 - Headings. The section headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 8/21/2017 and terminating: 9/30/2017.

CITY OF KETTERING

By:  *Ryan DMS*
Signature of Department Director
For
MARY BETH THAMAN
(print or type Director's name)
Date signed: 8/24/17


Signature of Special Employee
Raymond W. Shaw
(print or type name of Employee)
Date signed by employee: 8/24/17

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

Equal Opportunity Employer

11/23/2016



RECEIVED
CITY OF KETTERING
HUMAN RESOURCES

CITY OF KETTERING
SPECIAL EMPLOYEE AGREEMENT

2017 MAY 10 PM 1:29

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

THOMAS

WITNESSETH:

Section 1 - Purposes of Employment. The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: 2017 THEATER TECH 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/HOUR. No other compensation or benefits is either implied or due, except as expressly provided for in this Agreement. The CITY shall make deductions from the SPECIAL EMPLOYEE's pay as required by law, including but not limited to, federal, state and local tax withholdings and any contributions to FICA/Medicare or the Ohio Public Employees Retirement system.

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 5/15/17 and terminating: 9/30/17.

CITY OF KETTERING

By:

 RYAN DAVIS
Signature of Department Director

Mary Beth Thaman
(print or type Director's name)

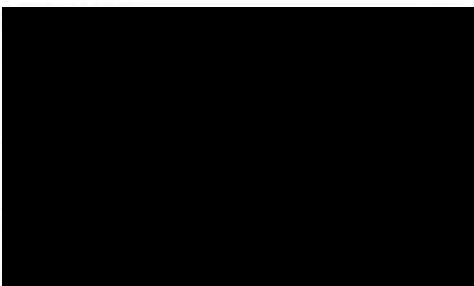
Date signed: 5/10/17


Signature of Special Employee

Thomas S. Shauhan
(print or type name of Employee)

Date signed by employee: 3-17-17

Address:



Social Security Number

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

Equal Opportunity Employer



SPECIAL EMPLOYEE AGREEMENT

This Agreement is entered into by and between the City of Kettering, Ohio, hereinafter called the CITY and Melissa Sherwood, 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 Instructor-Drop In Class and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$16.55/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.

(continued on reverse)

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

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

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

Section 10 - Severability. 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.

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: 12/12/16 and terminating: 12/10/17 (not to exceed a 12-month period).

CITY OF KETTERING

By:

 **RYAN DAVIS**

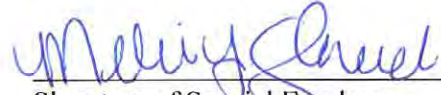
Signature of Department Director

FOL

Mary Beth Thaman

(print or type Director's name)

Date signed: 12/18/16



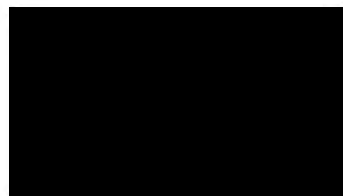
Signature of Special Employee

Melissa Sherwood

(print or type name of Employee)

Date signed by employee: 11/30/16

Address:



Social Security Number

Equal Opportunity Employer



CITY OF KETTERING
SPECIAL EMPLOYEE AGREEMENT

CITY OF KETTERING
HUMAN RESOURCES

2017 MAR 14 PM 12: 59

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

WITNESSETH:

Section 1 - Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: CROWD MANAGEMENT 2017 SEASON and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$9.45 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.

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

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

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

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

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

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

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

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


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

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

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

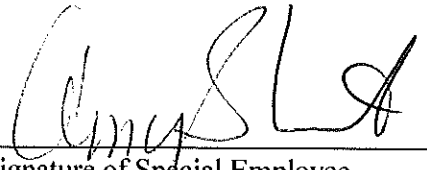
IN WITNESS WHEREOF, each party has signed this Agreement on the day and year following his or her signature. This Agreement shall be in force commencing: 5/1/2017 and terminating: 9/30/2017.

CITY OF KETTERING

By: 
Signature of Department Director

MARY BETH THAMAN
(print or type Director's name)

Date signed: 3/14/17


Signature of Special Employee

Amy Shrouet
(print or type name of Employee)

Date signed by employee: 3-11-17

Address:


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

Social Security Number

Equal Opportunity Employer



CITY OF KETTERING
SPECIAL EMPLOYEE AGREEMENT

RECEIVED
CITY OF KETTERING
HUMAN RESOURCES

2017 AUG 29 PM 4: 52

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

WITNESSETH:

Section 1 - Purposes of Employment . The CITY hereby employs the personal services of the SPECIAL EMPLOYEE for the purpose(s) of: CROWD MANAGEMENT 2017 SEASON and for performing other related duties as may be required, all subject to this Agreement.

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

Section 3 - Compensation. The CITY agrees to pay the SPECIAL EMPLOYEE, for services provided, in the following manner: \$11.00/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.

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.