

**EMPLOYMENT AGREEMENT FOR VILLAGE ADMINISTRATOR**

**Between The Village of Holland, Ohio**

**And**

**Robert A. Bethel**

*(Start date: December 11, 2023)*

**THIS AGREEMENT** made on this \_\_\_\_\_ day of November, 2023, by and between the **Village of Holland**, Ohio, a municipal corporation, hereinafter (“Village”) and **Robert A. Bethel**, an individual, residing at 2023 Kellerston Road, Maumee, Ohio 43537 (hereinafter “Mr. Bethel”).

WITNESSETH:

**WHEREAS**, the Village desires to hire the Village Administrator as its chief administrative officer upon the terms hereinafter set forth; and

**WHEREAS**, the Mr. Bethel desires to serve the Village as its chief administrative officer (hereinafter “Village Administrator”) upon the same terms hereinafter set forth;

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

**ARTICLE 1**

**Section 1:** The Village Administrator shall be bound by all provisions of the Village of Holland Charter and the Village of Holland Ordinances, including, but not limited to, Chapter 105, as each may be amended from time to time, unless otherwise specifically provided herein.

**ARTICLE II**

**Section 1: DUTIES**

The Village hereby agrees to employ Mr. Bethel as the Village Administrator of said Village of Holland to perform the functions and duties of said office as set forth in the attached job description, the Holland Village Charter and Ordinances, and Statutes of the State of Ohio, and shall perform other legally permissible duties and functions as assigned by the Village Mayor, or from time-to-time by the Village Council (by majority vote).

**Section 2: DATE OF HIRE**

The date of hire for the Village Administrator will be November 21, 2023, with a start date of December 11, 2023.

**Section 3:     DISABILITY LEAVE**

If the Village Administrator is disabled or otherwise unable to perform his duties because of sickness, accident, injury, or mental illness, he shall be eligible for Disability Leave upon exhausting all accrued sick leave and vacation leave, and duty injury leave if applicable. Disability Leave shall be unpaid and must be approved by the Mayor at his discretion for a period of up to six (6) months during which time all other benefits will continue. The length of such time period of the Disability Leave shall be dependent upon the length of the disability as demonstrated by the Village Administrator, but in no event, longer than six (6) months. If the Village Administrator is unable to return to work at that time, the Village may at its option terminate the employment of the Village Administrator.

**Section 4.     SALARY**

The Village agrees to pay the Village Administrator for his services rendered pursuant hereto the amount of Eighty-Five Thousand Six Hundred Ninety-Six Dollars and no/100 (\$85,696.00) annually, paid weekly. The Village Administrator's salary shall be reviewed by Council annually beginning 2024 effective the following January 1, unless a wage adjustment study is completed sooner for all Village employees and adjustments are made based on the study for Village employees.

**Section 5:     RETIREMENT**

It is agreed that the Village Administrator shall become a member of OPERS, the Village's defined benefit retirement program.

**Section 6:     NO REDUCTION OF BENEFITS**

The Village shall not at any time during the term of this Agreement, reduce the salary, compensation, or other financial benefits of the Village Administrator, except if such reductions are imposed upon all employees of the Village.

**Section 7:     SICK LEAVE**

The Village Administrator may upon verification from any governmental employer transfer \_\_\_\_\_ sick leave hours to the Village of Holland. The Village Administrator shall accrue sick leave hours in the same manner as other Village employees as listed in Section 105.06. No cash-out payment may be paid for any of the \_\_\_\_\_ sick leave hours transferred to the Village, except as provided at Charter section 105.061, as it may be in effect at the time of the death or retirement of the Village Administrator, or at section 15 herein.

**Section 8:     HOURS OF WORK**

It is acknowledged that the Village Administrator shall be entitled to set, subject to approval by the Mayor, a flexible work week hourly schedule totaling at least forty (40) hours during a regular work week of five (5) days. Consistent with the Village of Holland Codified Ordinances, Section 105.09, forty (40) hours is the minimum number of hours to be worked by the Village Administrator per five (5) day work week. The Village Administrator shall be exempt from federal overtime rules and is not

entitled to compensation in excess of the established salary, regardless if additional hours are required to be worked in a given work week. Travel time, to and from work from the Village Administrator's residence shall not be calculated into the minimum forty (40) hour work week.

**Section 9: OUTSIDE ACTIVITIES**

The Village Administrator agrees to remain in the exclusive employment of the Village and shall neither accept other employment nor become employed by any other employer without the prior written approval of the Mayor until notice of resignation is given.

However, it is understood that the Village Administrator may engage in occasional teaching, writing, or consulting, on the Village Administrator's time off, if the same does not conflict with the aforementioned duties and is also approved by the Mayor.

The Village Administrator shall not hold any political office, by election or appointment, that may have a potential conflict with the Village as determined at the sole discretion of the Mayor. Mr. Bethel may remain in political office until December 31, 2023, at which time, he must resign from any political office he has been elected to serve.

**Section 10: MEDICAL INSURANCE**

The Village agrees to provide hospitalization, major medical, prescription card, dental, and vision insurance for the Village Administrator and his dependents and pay premiums thereon to the same extent as is provided to all other qualified Village employees. The Village Administrator's date of hire shall be the effective date of health insurance. Council shall set the percentage of premium contributed by the employees toward the hospitalization, major medical, prescription card, dental, and optical insurance.

**Section 11: RESIDENCY INCENTIVE**

The Village Administrator shall not be required to establish personal residency in the Village; however, the Village agrees to a one-time payment of Four Thousand Five Hundred Dollars and no/100 (\$4,500.00) payable to the Village Administrator within 30 days of establishing residency in the Village within one (1) year from the Village Administrator's date of hire.

**Section 12: VACATION**

The Village of Holland Codified Ordinances Section 105.07 notwithstanding, the Village Administrator shall be entitled to One-Hundred Sixty (160) hours of vacation leave beginning in calendar year 2024 and each year thereafter for the duration of this agreement. The Village Administrator shall not take more than Eighty (80) consecutive hours of vacation at one time, unless approved by the Mayor. The Village Administrator shall not be entitled to vacation leave for the remainder of 2023.

The Village Administrator may cash out unused vacation time hours in the same manner as other Village employees as provided in Section 105.071, as it may be amended from time to time.

**Section 13: HOLIDAYS**

The Village Administrator shall be entitled to the same holidays as for other Village employees as listed in Section 105.05, as it may be amended from time to time.

**Section 14: BONUS COMP TIME FOR EXEMPLARY ATTENDANCE**

The Village Administrator shall be entitled to the same bonus comp time for exemplary attendance as for other Village employees as listed in Section 105.062, as it may be amended from time to time.

**Section 15: SICK LEAVE CASH OUT (YEARLY)**

The Village Administrator shall be entitled to the same Holland sick leave cash out as for other Village employees as listed in Section 105.063, as it may be amended from time to time.

**Section 16: BEREAVEMENT PAY**

The Village Administrator shall be entitled to the same bereavement pay as for other Village employees as listed in Section 105.17, as it may be amended from time to time.

**Section 17: JURY DUTY PAY**

The Village Administrator shall be entitled to the same jury duty pay as for other Village employees as listed in Section 105.18, as it may be amended from time to time.

**Section 18: PARENTAL LEAVE OF ABSENCE**

The Village Administrator shall be entitled to the same parental leave of absence as for other Village employees as listed in Section 105.19, as it may be amended from time to time.

**Section 19: LONGEVITY PAY**

The Village Administrator shall be entitled to the same longevity pay as for other Village employees as listed in Section 105.21, as it may be amended from time to time.

**Section 20: PERSONAL VEHICLE MILEAGE**

The Village Administrator shall be entitled to the same personal vehicle mileage reimbursements as for other Village employees as listed in Section 105.20, as it may be amended from time to time, except that Mayoral approval for such reimbursement shall be required. The Village Administrator shall not be reimbursed for any mileage while traveling to and from work from his residence.

**Section 21: TERMINATION**

The Village Administrator understands he is an unclassified employee and serves at the pleasure of the Mayor. The Village Administrator may be terminated from office with cause by the Mayor, or without cause by the Mayor and majority vote of Council. Should the Village terminate the employment of the Village Administrator for any reason he shall not be entitled to any severance pay other than unused vacation time accrued as for other Village employees as listed in Section 105.07, as it may be amended from time to time.

**Section 22: GOVERNING LAW**

This agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

**Section 23: MODIFICATION**

This Agreement constitutes the entire understanding between the parties and no prior oral or written agreement shall be of any effect with respect to duties expressed herein. Any modification of this Agreement shall be in writing, signed by both parties.

**Section 24: TERM OF AGREEMENT**

This agreement shall be in effect for a period of five years from its execution.

IN WITNESS WHEREOF, the Village of Holland has caused this Agreement to be signed and executed on its behalf by its Mayor and Council President. The Village Administrator has signed and executed this contract, both in duplicate the day and year first above written.

**THE VILLAGE OF HOLLAND**

**VILLAGE ADMINISTRATOR**

\_\_\_\_\_  
Lee Irons, Mayor

\_\_\_\_\_  
Rober A. Bethel, Village Administrator

\_\_\_\_\_  
Ryan K. Spangler, Council President

APPROVED AS TO FORM:

\_\_\_\_\_  
Paul Skaff, Law Director