

**EMPLOYMENT AGREEMENT FOR THE EXECUTIVE DIRECTOR OF THE OTTAWA
COUNTY COMMUNITY MENTAL HEALTH AGENCY**

This Agreement is made and entered into this 29th day of October 2021, by and between the Community Mental Health of Ottawa County Board, 12265 James Street, Holland, Michigan 49424, an entity organized and existing under Chapter 2 of the Michigan Mental Health Code, MCLA 330.1200 et seq.; (hereinafter “the Board”) and Lynne Doyle (hereinafter sometimes referred to as “the Executive Director”), with reference to the following facts and circumstances:

- A. The Board is, by law, charged with responsibility for the administration and management of mental health services for the residents of Ottawa County, Michigan. In the discharge of that responsibility, the Board is required to appoint an Executive Director of the Ottawa County Community Mental Health Program. See MCL§330.1226(1)(k).
- B. Lynne Doyle is a person duly qualified to be the Executive Director of the Ottawa County Community Mental Health Program, and the Board desires to appoint and hire Lynne Doyle for the position of Executive Director, under the terms and conditions set forth herein.

NOW THEREFORE, pursuant to the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. Employment and Title: The Board appoints the Executive Director and the Executive Director accepts her appointment and agrees to provide her services to the Board and to Ottawa County, upon the terms and conditions set forth herein, as Executive Director for Community Mental Health of Ottawa County.

Section 2. Term: The term of this Agreement shall be for the period commencing October 31, 2021, through October 31, 2024, subject to the provision of Section 9 below.

Section 3. Compensation: The Board shall pay to the Executive Director a salary of \$172,500.00 per year for each contract year of the three (3) year contract payable bi-weekly in accordance with Ottawa County's Policies therefore. In addition, Ms. Doyle is eligible for an annual increase equal to, but not greater than, any increase given to all other Community Mental Health of Ottawa County employees beginning January 1, 2022.

Section 4. Vacation, Sick, Pay, Holidays, Leaves of Absences, Fringe Benefits: The Executive Director shall be entitled to thirty (30) days of vacation per year during the term of this Agreement, plus one week [forty (40) hours equivalent] of paid release time for teaching or other activities as determined by Ms. Doyle and approved by the Board. Upon termination of this Agreement, the Executive Director shall be compensated for up to 300 hours of any unused vacation time for which she is eligible at the current rate of pay received by the Executive Director. In addition to the salary set forth in Section 3, in lieu of participation in the Ottawa County pension plan, the County shall place up to 15% of the Executive Director's salary or the IRS maximum contribution total (whichever is less) in a deferred compensation plan. The Executive Director shall have the other fringe benefits as provided in Exhibit "A" attached hereto.

Section 5. Variable Hours of Employment: As a salaried employee, the Executive Director is hired by the Board to perform work which is not always governed by a standard or fixed work week which consists of a set number of hours in which to accomplish her duties; as such, the Executive Director's schedule from week to week may deviate from the standard work week (40 hours), in order to perform the requirements of the job.

Section 6. Outside Activities: Leave Time Outside of Standard Ottawa County Policy: Any outside activities during normal work hours requires prior Board approval. The Executive Director shall

be afforded leave for the purpose of attending continuing education classes, seminars, conferences, and courses as may be permitted with the approval of the Board. The Board shall reimburse the Executive Director for expenses for attending such functions during such leave period, including reasonable registration, travel, meal and lodging expenses (subject to any written policies or procedures established by the Board and/or Ottawa County). In addition, the Board shall reimburse the Executive Director for her professional affiliation dues and maintenance fees of her social work certification, the total of which shall not exceed \$800.00 per year during the term of this Agreement.

Section 7. Mileage and Expenses: The Board shall reimburse the Executive Director for reasonable and necessary mileage on her personal vehicles and expenses incurred as a direct result of conducting Ottawa County Community Mental Health business, according to the standard of Ottawa County Policies. Approval shall be made by the Community Mental Health Chairperson on a monthly basis.

Section 8. Duties: The services to be performed by the Executive Director hereunder shall be those described by statute and contained and described in the Board's Duties/Responsibilities for Executive Director, a copy of which is attached hereto as Exhibit "B" and made a part thereof. Any changes in such description during the term of this Agreement shall be in writing and mutually agreed upon by the Executive Director and the Board. The Executive Director shall devote such time and attention to such duties as may be necessary, as determined by the Board. The Board shall conduct annual written performance evaluations of the Executive Director and shall review said performance evaluation with the Executive Director prior to November 1 of each contract year.

Section 9. Termination: This Agreement and this employment relationship may be terminated by the Board upon the vote of at least a majority of members appointed, immediately and without notice

for good cause, defined as official misconduct, malfeasance or habitual or willful neglect of duty by the Executive Director. This Agreement and the employment relationship may be terminated without cause by either party. This Agreement may be terminated in the event that Community Mental Health ceases to be a county department and the County either abandons the mental health program or becomes a member of an Authority, effective at the date of cessation or merger into an authority. If the Board terminates the Executive Director's employment during the term of this Agreement without cause upon a vote of at least a majority of the members appointed, the Executive Director shall receive severance in the amount of nine (9) months' salary payable in bi-weekly installments and nine months of health/dental/vision insurance coverage, and professional out-placement assistance, as determined by the Ottawa County Human Resources Department. It is acknowledged by the parties that the severance payment is intended to cover all contingencies and claims of the Executive Director to the maximum extent permitted by law, arising out of any circumstances leading to and including termination without cause. The amount and benefits set forth herein shall be considered as liquidated damages and as a limitation and bar on additional or different damage claims and shall be contingent upon the Executive Director resigning her office and executing a complete release waiving any claim against the County or the Board, including but not limited to unemployment compensation. This Agreement shall be terminated by operation of law should Community Mental Health of Ottawa County and/or its service area be merged by State action, legislation, or other order with any other Community Mental Health Agency or service area, or become or have its duties, responsibilities, assets or governance transferred to a Mental Health Authority or any other agency independent of Ottawa County, with such termination to be effective upon the date of such transfer, unless otherwise agreed to by the parties.

Section 10. Renewal of Agreement: Unless otherwise agreed to in writing by the parties, it is anticipated that any renewal, extension, or renegotiation of this Agreement will be for a three (3) years contract term.

Section 11. Notices: Any notice or document required or desired to be given to a party shall be in writing and shall be deemed given: (1) to the Board when delivered personally to the Chairperson of the Board or when deposited in the United States mail, certified mail postage prepaid, addressed to the Board at the address of the Board set forth above, (2) to the Executive Director when delivered personally to her or when deposited in the United States mail, certified mail postage prepaid, addressed to her at her place of residence.

Section 12. Construction of Agreement: The captions at the beginning of the several sections of this Agreement are not part of the content hereof, but are merely labels to assist in locating and reading those sections, and shall not be construed as part of this Agreement. This Agreement may be executed in several counterparts, and each executed counterpart shall be considered an original of this Agreement. All questions concerning the intention, validity, and meaning of this Agreement or relating to the rights and obligations of the parties with respect to the performance hereunder shall be construed and resolved according to the laws of the State of Michigan. To the extent that any court of competent jurisdiction is unable to construe any provision of this Agreement, or holds such provision (or any part thereof) to be invalid, such holding shall not affect the validity of the remainder of this Agreement. Time shall be of the essence with respect to satisfaction of any condition to the rights of the parties under this Agreement and with respect to all other times specified in the Agreement.

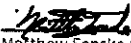
Section 13. Tools for Mobile Office: The Executive Director will be provided with a laptop, cell phone and air card for wireless internet capability.

Section 14. Location: Ms. Doyle will reside in Ottawa County during the term of this contract.

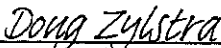
Section 15. Entire Agreement: This document contains the entire Agreement between the parties and supersedes any prior understandings or agreement among them respecting the subject matter. There are no representations, arrangements, understandings, or agreements, oral or written, between the parties relating to the subject matter of this Agreement, except those fully expressed in the document or other documents executed contemporaneously therewith. No changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be binding unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have each executed duplicated original counterparts of this Agreement as of the date first set forth above.

**OTTAWA COUNTY COMMUNITY
MENTAL HEALTH BOARD**


BY: 
Matthew Fenske (Oct 7, 2021 12:09 EDT)
Matthew Fenske, Chairperson

Oct 7, 2021
DATE: _____

BY: 
Doug Zylstra (Oct 7, 2021 12:51 EDT)
Doug Zylstra, Board Secretary

Oct 7, 2021
DATE: _____

LYNNE DOYLE

BY: 
Lynne Doyle (Oct 7, 2021 08:18 EDT)
Lynne Doyle, Executive Director

Oct 7, 2021
DATE: _____

EXHIBIT "A"

1. Holidays: As provided by Ottawa County for unclassified employees.
2. Sick Time: As provided by Ottawa County for unclassified employees.
3. Bereavement: As provided by Ottawa County for unclassified employees.
4. Health Insurance: As provided by Ottawa County for unclassified employees.
5. Dental and Vision Benefits: As provided by Ottawa County for unclassified employees.
6. Life Insurance: As provided by Ottawa County for unclassified employees.
7. Short-Term Disability: As provided by Ottawa County for unclassified employees.
8. Long-Term Disability: As provided by Ottawa County for unclassified employees.
9. Accidental Death: As provided by Ottawa County for unclassified employees.
10. Professional Liability: As provided for under Ottawa County's self-insurance program.
11. Professional Affiliation Dues and Certification: Reimbursement for dues and certification not to exceed \$800 per year.
12. Mileage and Expenses: Reimbursement for reasonable and necessary mileage on her personal vehicle and expenses incurred as a direct result of conduction Ottawa County Mental Health business, according to the standard of Ottawa County Policies therefore.
13. Tools for Mobile Office: Ottawa County CMH will provide a laptop and cell phone.
14. Attendance at Conferences: Reimbursement for reasonable registration, travel, meal and lodging expenses for attending continuing education classes, seminars, conferences, and courses with the approval of the CMH Board.

EXHIBIT "B"

1. The Executive Director shall faithfully and diligently labor to achieve the expressed Board's ENDS within the constraints of delineated MEANS.
2. Provides direction to Community Mental Health staff and contract agencies in the pursuit and achievement of organizational mission and related policies.
3. Develops and recommends to the Board a management structure and informs the Board of overall staffing needs. Assures the agency's personnel decisions are carried out within the parameters of applicable Board and Ottawa County policies.
4. Assures that the agency's day to day operations are effectively coordinated and managed.
5. Develops procedures which assures employee evaluation.
6. Serves as professional advisor to the Board. Develops a needs based strategic plan with the Board and implements the plan.
7. When circumstances require, presents and recommends to the Board for consideration and adoption new policy options or revises existing policies.
8. Coordinates with the Chairperson in the development of each Board meeting agenda. The agenda along with all related documents, as much as possible, shall be sent to each Board member sufficiently in advance.
9. Generally attends all regular and special meetings of the Board.
10. Serves as the Board's official representative to the Michigan Department of Health and Human Services and other public and private agencies.
11. Serves as the Board's official liaison to ensure an effective working relationship with the Ottawa County Board of Commissioners, Ottawa County administrative staff, and other county departments.
12. Shall be able to effectively communicate with the public and legislators both verbally and in writing.
13. Shall meet specific performance goals as determined by the Board through the annual evaluation process.
14. Shall meet specific performance goals suggested by the Director and agreed to by the Board.