

**MAIN STREET WELLINGTON, INC.
BOARD OF DIRECTORS
WELLINGTON, OHIO**

EXECUTIVE DIRECTOR'S CONTRACT

This employment contract is entered into this 31st day of August 2010, by and between the Board of Directors of the Main Street Wellington, Inc., hereinafter called the Board, and Michael D. Eppley, hereinafter called the Executive Director.

TERMS OF CONTRACT

1. The Board, in accordance with its action as found in its minutes held on the 13th day of August, 2001, hereby employs, and the Executive Director hereby accepts employment as Executive Director of Main Street Wellington, Inc. for a period commencing on the 1st day of September, 2010, and ending on the 31st day of August, 2011.

2. **PROFESSIONAL CERTIFICATION**

The Executive Director shall maintain and furnish to the Board evidence of his maintaining, throughout the life of this contract valid and appropriate evidence to act as Executive Director of Main Street Wellington, Inc.

3. **DUTIES**

The Executive Director shall perform the duties specified in Board's Corporate by-laws and the Job Description for the Executive Director as adopted by the Board, or as it may be amended from time to time during the term of this contract. Such Job Description and Board Policies, as so amended, is hereby incorporated in this contract by reference as if fully restated herein. The Executive Director shall have authority, subject to the approval of the Board or its executive committee, for the day-to-day operation of the Main Street Wellington, Inc.'s office as it involves programs, planning, budgeting, staffing and operations. The Executive Director shall devote such time and energies as are necessary to perform the duties specified in the job description and the Board's by-laws. These duties will generally be performed during normal business hours (40 hours per week), but it is expressly agreed that the duties of this position will require the Executive Director to work during times other than normal business hours or longer than 40 hours per week.

4. **COMPENSATION**

The Board for the duration of the contract shall pay the Executive Director the following compensation payable semi-monthly at the rate of \$1,937.47 per pay period. The Board may not reduce the Executive Director's salary except as provided by Board action. Said Executive Director's per diem shall be calculated by dividing his annual compensation by 260.

5. OTHER COMPENSATION

The Board shall provide the Executive Director with the following benefits:

- a. A 403 (b) Plan to which the manager can contribute on a tax deferred basis. Plan will be matched, dollar for dollar, up to a maximum of \$1528.08 during the contract year 2010-2011. The Executive Director may defer additional funds into the plan in excess of \$1528.08 which is not eligible for the match. The match is 100% vested from the date of contribution.
- b. Paid single health insurance and paid life insurance policy valued at two (2) times his annual salary as long as he is employed full-time with the Board.
- c. The Executive Director shall use his own vehicle for business transportation. Reimbursement for mileage shall at the approved rate \$.55 per mile.
- d. The Executive Director shall be entitled to the following paid holidays: New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day. If required to work on one of the holidays listed, the Executive Director shall be entitled to take the holiday on another day as soon as feasible. When the Executive Director is required to work on weekends, (Main Street Wellington sanctioned events/activities) he shall be entitled to take a corresponding amount of comp time off work in the ensuing weeks as is feasible.
- e. The Executive Director shall be entitled to four weeks (20 days) of paid vacation. Days of vacation shall not be carried over from one year to the next without the express approval of the Board or its Executive Committee. The Executive Director shall notify the Board as to the dates when he will be on vacation.
- f. The Executive Director shall be entitled to six (6) days of paid sick leave each year. Unused sick leave may accumulate up to a maximum of thirty (30) days. If the Executive Director has exhausted all accrued sick leave, then sick time shall be charged against vacation days. If both sick leave and vacation time are exhausted, unpaid leave shall be taken. During the term of this Contract, the Board may direct the Executive Director to a physical examination by a doctor of the Board's choice and at the Board's expense.
- g. The Executive Director shall be granted travel and conference expenses for workshops, conferences, seminars and other events approved by the Board or its executive committee. The amount available for said reimbursement shall be established by the annual budget and any amendments thereto.

6. EVALUATION AND RENEWAL

The Board shall evaluate the Executive Director annually on or about the anniversary of his employment; the express purpose of these evaluations shall be for discussing his performance as the Board's Executive Director, as well as discussing the working relationship between the Executive Director and the Board. Additional evaluation sessions may be held at the request of either the Board or Executive Director. Should the Board not seek to renew the Executive Director's Contract, the Board shall give him sixty (60) calendar days notice

before August 31, 2011. Notice may be written or oral. A failure to renew this Executive Director's Contract at its expiration shall not be construed as termination under paragraph 7 below.

7. CONTRACT TERMINATION

The Board shall have the right to terminate this Agreement for any of the following noted reasons, but said reasons are not meant to be exclusive:

- a. Inability of the Executive Director to perform his essential job functions for a period of sixty (60) calendar days or more.
- b. Failure of the Executive Director to comply with and follow the policies, rules and regulations of the Board.
- c. Inefficiency, immorality, misfeasance, malfeasance or other good and just cause.
- d. Criminal and unethical behavior
- e. For no reason, but said Board shall be obligated to give at least sixty (60) calendar days written notice. The failure to give said notice shall result in the Board paying the Executive Director sixty (60) days of severance pay at the applicable per diem.

The Executive Director may terminate this Contract prior to its expiration date by providing the Board with written notice thirty (30) calendar days prior to the date of termination. Failure of the Executive Director to provide said written notice shall result in the Board withholding an equivalent amount of monies from the Executive Director's final pay.

8. SAVING CLAUSE

If any portion of this contract is deemed illegal due to conflict with state or federal law the remainder of the contract shall remain in full force and effect. Further this contract does not constitute any obligation either written or implied for reemployment beyond the term set forth herein. Any item not covered in this Contract may be stipulated separately at any time by mutual agreement of the parties and duly recorded in the minutes of the Board or its Executive Committee. Said items as may be amended are hereby incorporated in this Contract.

IN WITNESS WHEREOF, the parties hereto have set their hands to this contract this 31st day of August, 2010.

Main Street Wellington, Inc.

Michael D. Eppley, Executive Director

Lillian Cloudt, Board President

