

# M.C.C.A.

Thomas Coward, President  
Cumberland County

Amy Fowler, Vice President  
Waldo County

William Blodgett, Secretary-Treasurer  
Lincoln County



Maine County Commissioners Association

4 Gabriel Drive, Suite 2  
Augusta, ME 04330  
207-623-4697  
www.mainecounties.org

Charles Pray  
Executive Director

Lauren Haven  
Office Manager

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## MAINE COUNTY COMMISSIONERS ASSOCIATION

### EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 9<sup>th</sup> day of October 2019, between the Maine County Commissioners Association (hereafter called MCCA) and CHARLES PRAY, (hereinafter called EMPLOYEE) pursuant to these terms and conditions:

- A. WHEREAS, the MCCA wishes to employ the services of Charles Pray as Executive Director; and
- B. WHEREAS, the MCCA and EMPLOYEE desire to provide for certain procedures, benefits and requirements regarding the employment of EMPLOYEE by the MCCA; and
- C. WHEREAS, EMPLOYEE wishes to accept employment as Executive Director of MCCA under the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the MCCA and EMPLOYEE agree to the following:

1. DUTIES — MCCA agrees to employ Charles Pray as the Executive Director of MCCA to perform all duties as specified by law and policy, and to perform such other proper duties as assigned by the MCCA.
2. COMPENSATION — MCCA agrees to pay EMPLOYEE an increased salary of \$82,958 per year, payable in such installments as the MCCA may from time to time determine for all management employees. Thereafter, salary shall be subject to adjustments as the MCCA Executive Committee shall determine based upon an annual performance evaluation of EMPLOYEE.
3. TERMS OF EMPLOYMENT
  - a. Employee's term of agreement shall begin on July 17, 2019 and shall end on May 31, 2020, subject to the conditions contained herein unless renewed by both parties thereafter.
  - b. The MCCA Executive Committee will on an annual basis conduct an evaluation of the EMPLOYEE'S performance. This evaluation will help define goals and performance objectives for the proper operation of

the MCCA and help to set in place objectives for the future.

- c. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the MCCA to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in Section 4, paragraph (a) of this Agreement. The MCCA shall provide a sixty (60) day written notice of termination.
- d. 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 the MCCA, subject only to the provisions set forth in Section 4, paragraph (b) of this Agreement.

#### 4. TERMINATION CONDITIONS AND PAY

- a. In the event EMPLOYEE is terminated by the MCCA while EMPLOYEE is willing and able to perform the duties of Executive Director, MCCA shall continue to pay EMPLOYEE'S salary and benefits for a period of sixty (60) days following the specified date of termination, subject to the following conditions:
  - i. If EMPLOYEE shall obtain employment elsewhere prior to the expiration of said sixty (60) day period, the salary and benefits payable to EMPLOYEE shall cease as of the date of such other employment;
  - ii. In the event EMPLOYEE is terminated because of his conviction of any felony, then in that event, the MCCA shall have no obligation to pay the stipulated termination salary and benefits.
- b. EMPLOYEE may voluntarily resign his position at any time upon sixty (60) days written notice to MCCA. In the event of such termination, EMPLOYEE shall not be entitled to receive the termination pay provided for in paragraph (a) of this Section.

5. **RETIREMENT PLAN** — EMPLOYEE and MCCA will make contributions to a retirement program mutually agreed upon by MCCA and the EMPLOYEE at the rates prescribed by the retirement program and the MCCA personnel policy, rules, or guidelines.

6. **AUTOMOBILE ALLOWANCE** — EMPLOYEE will provide his own automobile for use on MCCA business and MCCA agrees to pay EMPLOYEE at the rate of Federal reimbursement for business travel mileage outside of local travel.

#### 7. INSURANCE COVERAGE

- a. Insurance is currently available to and agreed to be provided by EMPLOYEE.
- b. MCCA shall defend, hold 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 Executive Director. MCCA will defend, compromise or settle as appropriate any such claim or suit and pay the amount of any settlement or judgment. This section does not apply to any claims resulting from EMPLOYEE'S willful misconduct or for claims arising outside of EMPLOYEE'S duties as Executive Director.

8. VACATION, SICK LEAVE AND HOLIDAYS

- a. EMPLOYEE shall earn vacation time at the rate of 30 days per year.
- b. EMPLOYEE shall earn and accumulate sick/personal leave at the rate of one (1) day per month.
- c. Upon termination, whether voluntary or involuntary, MCCA shall compensate EMPLOYEE for all accrued vacation leave. Said compensation shall be based upon EMPLOYEE'S salary as of the date of employment termination. **Vacation leave may be accumulated from year to year and does not need to be taken during the year accrued.**
- d. The following holidays will be paid: New Year's Day, Martin Luther King Day, Presidents' Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

9. BUSINESS EXPENSES – MCCA shall reimburse EMPLOYEE for all business-related expenses, included, but not limited to up to \$75 per month for cellular phone service subject to MCCA approval.

10. CONFERENCES, TRAINING, AND EDUCATION - The MCCA shall pay for membership dues, registration and attendance subject to MCCA approval. Reimbursement for any dues, attendance at meetings, and expenses for other professional development activities of the EMPLOYEE are also subject to MCCA approval.

11. GENERAL PROVISIONS

- a. This Agreement shall become **effective as of July 17, 2019.**
- b. No term or provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party making the waiver.
- c. This Agreement may be amended at any time only by a writing duly executed by both parties.
- d. The subject headings of the Section of this Agreement are included for the purpose of convenience only and shall in no way affect the meaning, construction or interpretation of any provision of this Agreement.

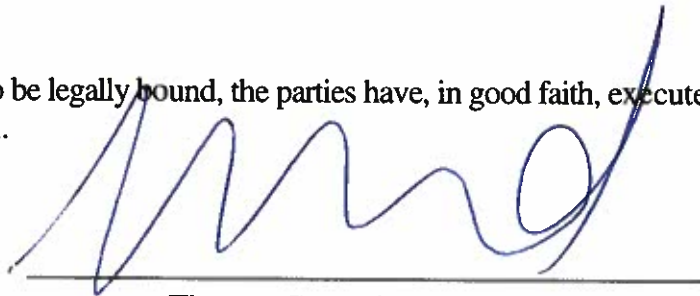
IN WITNESS WHEREOF, and intending to be legally bound, the parties have, in good faith, executed this Agreement the day and year above written.

October 9, 2019

Revision Date

October 9, 2019

Revision Date



Thomas Coward, President, MCCA



Charles Pray, Executive Director