

EMPLOYMENT CONTRACT BETWEEN

THE TOWN OF TOWNSEND AND CHIEF JAMES P. SARTELL

On this 22nd day of June 2022, the Town of Townsend by the Board of Selectmen and Chief James P. Sartell (“the Chief” or “Chief of Police”) enter into the following contract pursuant to Massachusetts General Laws Chapter 41, Section 108O, as amended.

WHEREAS, the Town is desirous of securing the services of the Chief in the administration of the Townsend Police Department (“the Department”); and

WHEREAS, the Chief wishes to perform the duties of the position of the Chief of Police as provided herein and subject hereto;

NOW, THEREFORE, the Town and the Chief hereby and hereinafter agree to the following terms and conditions as stated herein and subject to the statutory references that shall be incorporated into this Contract.

Section 1. APPOINTMENT

The Town hereby and hereafter appoints the Chief pursuant to and in accordance with Chapter 41, Section 97A of the Massachusetts General Laws, as amended.

Section 2. TERM

2.1 Term. The term of this Contract shall be for a three (3) year term commencing on **July 1, 2023** and ending on **June 30, 2026**. However, this Contract may be extended as provided by its terms.

Effect of notice to renegotiate or not to renew.

Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract no less than six (6) months prior to the end of its initial or any extended terms, this Contract shall automatically be extended on the then applicable terms and conditions for an additional one year term.

It is expressly understood that a decision not to renew this Agreement shall not be construed as a dismissal or require a hearing.

Section 3. COMPENSATION & BENEFITS

- 3.1 Salary. The Town and the Police Chief agree that effective July 1, 2022, the FY22 base salary of the Police Chief shall be P5 Step 15 on the Town's Compensation and Classification plan. In each succeeding year, the salary shall be increased by one step in the Town's approved Compensation and Classification plan, as may be amended from time to time.
- 3.2 The Town and the Police Chief agree that the Town shall pay the Police Chief in equal installments pursuant to the Town's payroll cycle, less lawful withholdings and deductions. The Police Chief agrees to receive this compensation via direct deposit.
- 3.3 If there is no performance evaluation conducted the Chief's performance shall be considered to have been proficient.
- 3.4 Enumeration of benefits. The Chief shall receive, and be entitled to, the following benefits:
- (a) **Vacation leave.** The Chief shall accrue 2.5 vacation days per month for a total of thirty (30) days of vacation leave per fiscal year. In the event that the Chief desires to take vacation in excess of that accrued, he may borrow vacation days in anticipation of his vacation accrual, provided that if the Chief separates from service with a deficit of vacation days, said deficit shall be deducted from his final paycheck. In recognition of the demands serving as Chief, with approval of the Town Administrator, the Chief may carry over up to ten (10) days of unused vacation time annually. Any accrued vacation time which is not used by June 30 of each fiscal year, unless carried over pursuant to this section, shall be forfeited and may not be carried over to the following year. Unused vacation shall be paid in full to the Chief of Police upon separation of service for any reason.
 - (b) **Sick leave.** The Chief shall accrue fifteen (15) sick days per year cumulative to a maximum of 150 days. Further, this contract acknowledges that sick time has no monetary value, and as such, any sick time remaining at the time of the Chief's retirement will be forfeited at no cost to the Town. If the Chief is sick for three (3) or more days, the Town Administrator may require a doctor's certificate at the Town's expense.
 - (c) **Personal leave.** The Chief shall be entitled to four (4) personal days per fiscal year to be taken at the Chief's discretion. Unused personal days may not be carried over into the next fiscal year.

- (d) **Bereavement leave.** In the event of the death of a spouse, son, daughter, father, mother, stepson, stepdaughter, stepfather, stepmother, brother, sister, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild or any person not classified above, but who permanently resides with the family of the Chief, the Chief shall be granted 3 days off, and in the event of a death in the Chief's family for a relative other than those herein enumerated, the Chief shall be granted 1 day off as bereavement leave within a reasonable amount of time, without loss of pay for the purpose of attending funeral services, arranging for burial, and as a period of bereavement. Leave without loss of pay under this section will not be deducted from sick, personal or vacation leave.

 - (e) **Holiday pay.** If the Chief is on-duty at any time on a Town-recognized holiday, the Chief shall receive an additional day off for working on said holiday.

 - (f) **Longevity pay.** In addition to the above figures, but part of the Chief's regular salary, the Chief, upon his 5th year of service, shall receive longevity pay in the amount of \$750, said payment to be made in the first pay period in the month of December of each year of the contract thereafter.

 - (g) **Uniform allowance.** The Chief shall receive reimbursement for an annual allowance of \$1,250.00 each fiscal year for the purchase and maintenance of uniforms.

 - (h) **Injured on duty.** As a sworn police officer, the Chief shall be eligible for injured on duty benefits as provided by G.L. c. 41, § 111F. At the Town's request, the Chief will attend and cooperate fully with an evaluation by a Town physician to determine eligibility for benefits under G.L. c. 41, § 111F or to otherwise determine fitness for duty.

 - (i) **Retirement.** To extent allowable by law, as a sworn police officer, the Chief shall be entitled to retirement benefits under G.L. c. 32.
- 3.5 Benefits not addressed. For all benefits not specifically mentioned herein, the Chief shall receive at least the same benefits as granted to any other non-union department heads of the Town, whichever is greater.

Section 4. DUTIES

- 4.1 Enumeration of duties. The head of the Department for the Town shall be the Chief of Police. The Chief shall have administrative control of the Police Department. The duties of the Chief shall include, but not be limited to, those stated in the job description of the Chief of Police attached hereto as **Exhibit A** and incorporated by reference herein.

Section 5. HOURS OF WORK

- 5.1 Generally. The Chief shall devote that amount of time and energy reasonably necessary to faithfully perform the duties of the Chief of Police under this Contract.
- 5.2 Permitted outside employment. With prior notice to the Town Administrator, the Chief shall be permitted to teach classes or engage in consulting in the field of law enforcement at such times that will least adversely impact Department operations.

Section 6. INDEMNIFICATION & INSURANCE

- 6.1 To the extent permitted by law, the Town shall defend, save harmless and indemnify the POLICE CHIEF against any tort, professional liability, claim or demand, or other civil legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of his duties as POLICE CHIEF, even if said claim has been made following his termination from employment, except an intentional violation of the civil rights of any person, provided that the POLICE CHIEF acted within the scope of his duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the POLICE CHIEF.
- 6.2 The TOWN shall have the discretion to determine whether or not to assign counsel, or by agreement of the parties, to reimburse the POLICE CHIEF for his reasonable attorneys' fees and costs in connection with such claims or suits involving the POLICE CHIEF in his professional capacity, provided that the POLICE CHIEF acted within the scope of his duties. Separate counsel will be assigned to the POLICE CHIEF in case of a conflict of interest between the TOWN and the POLICE CHIEF'S interests in any such matter.
- 6.3 The provisions of this Section 6 shall not apply to disputes between the TOWN and the POLICE CHIEF regarding the termination or other separation of his employment, or concerning any of the terms and conditions of this Agreement.

6.4 This section shall survive the termination of this Agreement.

Section 7. DUES, SUBSCRIPTIONS & PROFESSIONAL DEVELOPMENT

7.1 Professional dues & subscriptions. The Town agrees to budget for and pay, an appropriate amount for the professional dues and subscriptions of the Chief for continued and full participation in national, regional, state and local associations and organizations necessary and desirable for continued professional growth and advancement and for the good of the Town, including but not limited to the International Association of Chiefs of Police, the Police Executive Research Forum, the New England Police Chiefs Association, the Massachusetts Police Chiefs Association and the applicable regional Massachusetts Police Chiefs Association with the prior approval of the Town Administrator.

7.2 Professional development. The Town recognizes its obligations to the professional development of the Chief and shall give the Chief adequate opportunities to develop the Chief's skills and abilities as a law enforcement administrator. Accordingly, with the prior approval of the Town Administrator the Chief shall be allowed to attend the International Association of Chiefs of Police conference, the Massachusetts Chiefs of Police Association conference, and the New England Association of Chiefs of Police conference each year without loss of vacation or other leave, and shall be reimbursed by the Town for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences. Additionally, the Town shall pay for the Chief's travel and subsistence expenses for short courses, institutes and seminars that, in the Chief's reasonable judgment, are necessary for professional development, with notice to Town Administrator, subject to appropriation

Section 8. AUTOMOBILE, CELLULAR PHONE & LAPTOP COMPUTER

8.1 Police vehicle. The duties of the Chief of Police require that the Chief have exclusive and unrestricted use of a police vehicle at all times during his/her employment with the Town. The Town shall provide a police vehicle, outfitted with emergency equipment at the Town's expense for use by the Chief. Said vehicle use is provided incident to the law enforcement duties of the Chief enabling the Chief to report directly to crime scenes and emergency situations. The Town shall be responsible for paying for liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Chief shall be permitted to use said vehicle for personal reasons, and during off-duty hours, since the Chief is "on call" in the event of an emergency. This vehicle is considered by the parties as a qualified nonpersonal use vehicles with *de minimus* personal use. To the extent IRS Pub 15-B, as amended, may be applicable, the Chief shall be exempt from

being assessed a vehicle fringe benefit value pursuant to Internal Revenue Service regulations.

- 8.2 Cell phone & laptop: The Town shall provide the Chief with a cellular phone, including a cellular and data plan for said phone, and laptop computer for the exclusive and unrestricted use by the Chief of Police. The Town shall be responsible for paying for the purchase, operation, maintenance, repair, and regular replacement of said cellular phone and laptop computer.

Section 9. DEATH DURING TERM OF EMPLOYMENT

If the Chief dies during the term of his employment, the Town shall pay to the Chief's estate all the compensation which would otherwise be payable to the Chief up to the date of the Chief's death, including, but not limited to, unused leave days.

Section 10. PERFORMANCE EVALUATIONS

10.1 Annual development of goals & objectives. Annually, the Town Administrator (with input from the Board of Selectmen) and Police Chief shall jointly develop specific goals and objectives that are necessary for the proper operation and welfare of the Police Department and shall further jointly establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

10.2 Method of evaluation. The Town Administrator shall review and evaluate the performance of the Chief of Police on a formal basis at least once annually under the terms and conditions of this Contract. Said review and evaluation shall include, but not be limited to – (1) the Chief's progress and performance on the annual goals and objectives as described above in this section; (2) budgetary/financial administration; (3) personnel administration; (4) supervisor/leadership; (5) staff development; (6) public relations; (7) employee and labor relations; (8) policy execution; and (9) interaction with the Board of Selectmen and Town Administrator as well as other governmental officials, departments, boards and committees.

10.3 Written evaluation. Such review and evaluation of performance of the Chief shall be done in conformity with the specific performance goals, objectives and criteria established by the above method. The Town Administrator shall provide the Chief of Police with a written evaluation report after each formal review and evaluation and shall provide the Chief of Police with an opportunity to discuss the Chief's review and evaluation. If the Chief disputes any portion of the evaluation, then the Chief shall be permitted to memorialize this dispute

in writing, detailing the nature of the dispute, and such document shall be attached to and incorporated into the evaluation form, and become a part of the Chief's personnel file.

10.4 In the case of a failure by the Town Administrator to conduct an evaluation pursuant to this clause the Chief's performance shall be deemed proficient.

Section 11. DISCIPLINE, DISCHARGE & NON-REAPPOINTMENT

11.1 Disciplinary proceedings. It is agreed that the Chief may be disciplined, discharged or not reappointed only for just cause, defined as misfeasance, malfeasance or nonfeasance, upon proper notice and only after a hearing conducted by, and by majority vote of, the Board of Selectmen and consistent with the terms included in this section.

- (a) The Chief shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing.
- (b) The term "proper notice" as it appears in this section means that written notice of the hearing must be given to the Chief at least ten (10) business days prior to the date of the hearing and must set forth the following: (i) the date, time and location of the hearing; (ii) the charges alleged and the evidence in support thereof in such specificity so that the Chief may understand and prepare his defense; and (iii) the range of discipline considered.
- (c) The subject matter to be presented at the hearing shall be only those charges as were specifically detailed in the written notice to the Chief of Police.
- (d) During the hearing, the Chief of Police shall have the right to be represented by a representative of his/her choosing, to question, confront and cross-examine witnesses, to introduce evidence and to conduct oral arguments.
- (e) In its decision, the Board of Selectmen shall consider only those facts which were presented at the hearing and shall make its findings of fact based upon a preponderance of the evidence presented.
- (f) The Chief of Police shall be provided with a written notice of the findings and decision of the Board of Selectmen and such notice shall include the relevant facts and reasons for their findings.
- (g) The principles of progressive discipline will apply, and the Town recognizes its obligation to provide the Chief with performance evaluations.

- 11.2 Rights of appeal. With respect to any such proceedings instituted under this section, the following rights of appeal shall apply:
- (a) **Single arbitrator.** The Chief may appeal any discipline, discharge, or non-reappointment to a single arbitrator subject to the Labor Arbitration Rules of the American Arbitration Association with the cost of this arbitration to be shared equally by both parties.
 - (b) **Back pay & counsel fees.** In the event of the suspension or discharge of the Chief, if the arbitrator shall reverse a suspension or discharge and order that the Chief be reinstated to duty, the Chief shall be entitled to back pay, benefits and reasonable counsel fees.

Section 12. RESIGNATION & TERMINATION

- 12.1 Voluntary resignation: In the event the Chief intends to resign voluntarily before the natural expiration of any term of employment, then the Chief shall give the Town thirty (30) days written notice in advance, unless the parties otherwise agree in writing. Upon resignation, the Chief will be entitled to receive pay for any unused leave time.
- 12.2 Involuntary resignation: In the event the Chief resigns following a formal suggestion by the Town that he resign before the expiration of the then applicable term of employment, the Town agrees to pay the Chief a lump sum severance payment equal to the balance of any time remaining on the contract but in no event more than six (6) months' salary and benefits.
- 12.3 In the event that the Chief is terminated for just cause as defined herein or voluntarily resigns, the Town shall have no obligation to pay the severance benefits in this section, except accumulated vacation payout required by law or other accrued benefit payouts available to other non-union department heads.
- 12.4 The acceptance by the Chief of the severance benefits provided under this Agreement shall constitute a full and complete release of any other rights, claims, or causes of action whether in law, equity or otherwise, that the Chief may have against the Town, including all of its employees, elected or appointed officials, officers, agents, representatives and attorneys of such entities.

Section 13. NOTICES

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

TOWN Chairperson of the Select Board
Town of Townsend
272 Main Street
Townsend, MA 01469

CHIEF OF POLICE James P. Sartell
7 Potanipo Hill Road
Brookline, New Hampshire 03033

TOWN COUNSEL Adam Costa
Mead, Talerman & Costa, LLC
730 Main Street Suite 1F · Millis, Massachusetts 02054

unless either party hereinafter informs the other party in writing of a change of address. Alternately, notices required pursuant to this Contract may be personally served. Notice shall be deemed as given as to the date of personal service or as to the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14. NO REDUCTION OF BENEFITS

The Town agrees that the Town shall not at any time during this Contract reduce the salary, compensation or other benefits of the Chief, except to the extent that such reduction is evenly applied across-the-board for all non-union department heads in the Town.

Section 15. MISCELLANEOUS PROVISIONS

- 15.1 Law governing. This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.
- 15.2 Severability. If any provision of this Contract is declared or found to be illegal, unenforceable, or void by a court of competent jurisdiction, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.
- 15.3 Benefits subject to appropriation. For any clause of this Contract which provides that a certain benefit to the Chief shall be subject to appropriation, the Town understands and acknowledges that it shall be responsible to budget and support any such appropriation and the terms of this Contract at any and all town meetings.

- 15.4 Amendments & modifications. No amendment or modification of this Contract shall be valid unless it shall be in writing and signed by both Parties.
- 15.5 Entire agreement. The Parties executing this Contract agree that the recitals herein constitute the entire agreement between the parties. No other agreement, including any other written, oral or other agreement, will be considered to exist or to bind the parties to this Agreement. No representative of any party to this Contract, had, or has any authority to make any representation or promise not contained in this Contract, and each of the parties to this Contract acknowledges that such party has not executed this Contract in reliance upon any such representation or promise.
- 15.6 No Waiver. No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver.
- 15.7 Exempt Employee. For the purposes of the Fair Labor Standards Act, the Town Administrator shall be an “exempt employee.”
- 15.8 Negotiated Agreement. This Employment Agreement is the result of negotiation and compromise by and among the parties and no party shall be prejudiced as having been the drafter of the Employment Agreement.

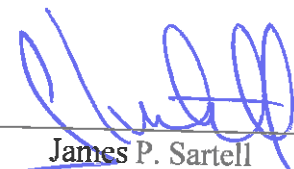
IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date first above written.

For the Town of Townsend
By: the Board of Selectmen

For the Chief of Police



Veronica Kell, Chairman



James P. Sartell



Chaz Sexton-Orianian, Vice-Chairman

Theresa A. Morse