

EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF NORTON
AND
BRIAN M. CLARK, CHIEF OF POLICE

AGREEMENT made this 1ST day of JUNE, 2017, between the Town of Norton, a duly authorized municipal corporation in Massachusetts in the County of Bristol (hereinafter the "Town"), in accordance with Massachusetts General Laws Chapter 41, §108(o), and Massachusetts General Laws Chapter 31, and BRIAN M. CLARK (hereinafter the "Chief").

WHEREAS, the Town of Norton has provided the Chief with an employment agreement pursuant to Massachusetts General Laws Chapter 41, Section 108(o);

WHEREAS, the Town is desirous of securing the services of the Chief for the command of the Police Department; and

WHEREAS, the Chief is willing to serve as the Chief of Police according to the terms and conditions of this Employment Agreement; now,

THEREFORE, the Town and the Chief hereby agree upon the following terms and conditions:

1. **DUTIES**: The Chief shall be responsible to and work under the general supervision of the Town Manager, under applicable Massachusetts General Laws, and the Town's By-Laws and the Rules and Regulations Manual of the Norton Police Department. The Chief shall be primarily responsible for maintaining public order and providing for the public safety of the people of Norton and persons who may be visiting the Town. The Chief's duties shall include but not be limited to those duties and responsibilities described in the attached position description (Exhibit A).

In addition, the Chief shall perform the following duties:

- 1.1 Keep the Town Manager fully informed on the affairs of his Department;
- 1.2 Prepare monthly activity reports and submit same to the Town Manager. Prepare periodic written reports on department's activity that may include but not necessarily be limited to budget information, administration, and appropriate manpower and crime statistical information;
- 1.3 Prepare monthly time reports for his employees and submit same to the Town Manager;
- 1.4 Complete departmental fixed assets inventory on an annual basis and submit same to the Town Manager;
- 1.5 Prepare annual budget requests in a timely fashion and submit same to the Town Manager;
- 1.6 Prepare annual capital budget requests in a timely fashion and submit same to the Town Manager;
- 1.7 Prepare Annual Report in a timely fashion and submit same to the Town Manager;
- 1.8 Maintain the posting of legal notices and policies;
- 1.9 Prepare annual department safety audit in a timely fashion;
- 1.10 Professionally maintain all public records and dispose of obsolete records in a timely fashion according to Commonwealth of Massachusetts standards;

1.11 Administer his department in accordance with the statutory responsibilities set forth in Massachusetts General Laws, the Town's By-Laws and the Rules and Regulations Manual of the Norton Police Department;

1.12 Direct all law enforcement activities of the Police Department;

1.13 Attend hearings before any Board or Commission of the Town at which the Police Department is required to appear and at Town Meeting when necessary;

1.14 Maintain weapons, ammunition, uniforms, equipment and vehicle specifications for the Police Department, subject to Massachusetts General Laws Chapter 30B;

1.14 The Chief shall perform such other legally permissible and proper duties and functions as the Town Manager shall assign from time to time.

2. **TERM**: The term of this Agreement shall begin July 1, 2017, and shall terminate on June 30, 2020.

2.1 For purposes of this Agreement, "year" shall mean a complete 52-week fiscal year beginning July 1 and ending June 30. Any benefits or compensation earned or accrued on a yearly or annual basis shall be prorated in accordance with the portion of the fiscal year that the Chief is employed by the Town in this capacity.

2.2 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town to terminate the services of the Chief at any time, subject to the provisions of Massachusetts General Laws Chapter 31.

2.3 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Chief to resign at any time from said position with the Town, subject to a sixty (60) day written notice requirement to the Town Manager.

criteria, including the duties listed in Exhibit A and in Section 1 of this Agreement, and the goals and objectives, which were developed jointly by the Town Manager and the Chief. Said criteria may by mutual consent be added to or deleted as the Town Manager and the Chief may from time to time determine.

Upon completion of the performance review, the Town Manager shall provide the Chief with a summary written statement of the findings of the Town Manager and provide an adequate opportunity for the Chief to discuss his evaluation with the Town Manager.

3.2 The Town shall not at any time during the term of this Agreement reduce the salary of the Chief, except with advanced written notice to the degree that such a reduction is across the board for all other employees of the Town.

4. **BENEFITS:**

4.1 Vacation Leave: The Chief shall be entitled to four (4) weeks of paid vacation leave on an annual basis. Effective January 1, 2012, the Chief shall be entitled to five (5) weeks of paid vacation leave on an annual basis. A regular vacation week will be five (5) working days. Vacation leave shall be taken at such times as are compatible with the work schedule of the Chief and the business needs of the Town. At least three (3) days notice must be given to the Town Manager in writing prior to taking a vacation day. Under extraordinary circumstances, the Chief may carry over regular vacation days into the next contract year. At no time, however, shall the carry over exceed ten (10) days.

4.2 Holidays: The Chief shall be entitled to eleven (11) paid holidays per year plus one (1) "floating holiday" to be used at any time during the fiscal year, subject to recall to duty for an emergency. Those holidays shall include the following:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	

4.3 Health Insurance: The Chief shall be eligible to participate in the Town's Group Health and Life Insurance Plan in accordance with Chapter 32B of the General Laws on the same basis as other Town employees.

4.4 Sick Leave: The Chief shall be entitled to sick leave as follows:

4.4.1 Sick Leave: The Chief shall earn and accumulate sick leave at the rate of one and one-half (1½) days per month and shall continue to accumulate same during leaves of absence with pay, authorized sick leave, and vacation time.

If the Chief dies or retires from the Bristol County Retirement System under the provisions of M.G.L. Chapter 32, he shall receive a lump sum equal to fifty (50%) percent of his accumulated sick leave. Accumulated sick leave shall not exceed three hundred sixty (360) days. The lump-sum payment shall be at the Chief's base rate of pay at the time of his death or retirement.

Any sick leave of a duration of four (4) consecutive days, if the Town so requests, shall be substantiated by a doctor's certificate at the Chief's expense prior to the payment of the sick leave. Any sick leave of a duration of more than four (4) consecutive days shall be substantiated by a doctor's certificate at the Chief's expense prior to the payment of the sick leave. For any sick leave of a duration of more than four (4) consecutive days, the Town may also require the Chief to submit to a medical examination by a physician of the Town's choosing and at the Town's expense prior to the payment of the sick leave.

4.4.2 Family Sick Leave: The Chief shall be permitted to utilize up to ten (10) days of his accumulated sick leave each year to care for a sick or injured member of his immediate family. For purposes of this provision, immediate family shall be defined as spouse, child, mother, father, brother, sister or grandparent. Any family sick leave of a duration of four (4) consecutive days, if the Town so requests, shall be substantiated by a doctor's certificate at the Chief's expense prior to the payment of the sick leave. Any family sick leave of a duration of more than four (4) consecutive days shall be substantiated by a doctor's certificate at the Chief's expense prior to the payment of the sick leave.

4.5 Bereavement Leave: In the event of the death of a family member, the Chief shall be entitled to three (3) days leave without loss of pay for the purpose of arranging for burial and/or attending funeral services. Said three (3) days shall not be deducted from vacation, personal, or sick leave. A family member is defined as a spouse, father, mother, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandparent.

4.6 Personal Days: The Chief shall be entitled to three (3) paid personal days per year.

4.7 Longevity Pay: The Chief shall receive an annual payment of One Thousand Fifty and No Hundredths (\$1,050.00) Dollars. Said payment will be made on or before July 15th of each fiscal year.

4.8 Educational Assistance: The Town will pay the Chief the following sums per year for his having attained a Master of Law Enforcement Degree:

Effective July 1, 2017	\$12,000.00
Effective July 1, 2018	\$12,500.00
Effective July 1, 2019	\$12,500.00

Said payment will be made on or before July 15th of each fiscal year.

4.9 Use of Town Vehicle: The Chief will be assigned the use of the Police Chief's vehicle for the normal conduct of his duties and for travel to and from his home. The Police Chief is authorized to use the Town vehicle twenty-four (24) hours per day, seven (7) days per week, in order to respond to emergency fire/rescue calls, provided he is within a reasonable response distance from the Town. The Town shall pay all costs for the maintenance and repair of the Police Chief's vehicle.

4.10 Outside Details: The Chief shall be eligible to work as incident commander of the Deutsche Bank Championship and be paid at a flat detail rate of One Hundred Fifteen and No Hundredths (\$115.00) Dollars per hour. The Chief shall take time off (i.e. vacation or holiday) to work this event.

4.11 Deferred Compensation: The Town agrees to contribute Two Thousand and No Hundredths (\$2,000.000 Dollars per year to be used for the Chief's participation in the Town's Section 457 Plan, a variable annuity purchased by the Chief for his benefit, or any like deferred compensation program of the Chief's choice. The Chief may also elect to make a contribution on an annual basis from his salary or from sources outside his salary. This benefit shall be payable between October 1 and December 31 of each year and processed in accordance with the Chief's written request to the Town.

5. **HOURS OF WORK/JOB PERFORMANCE:** The Chief agrees that he will devote his full time and attention to his office. During all hours of his employment the Chief will devote his best efforts to his duties and shall perform his duties in a competent and professional manner. The Chief shall maintain office hours during normal business days. The Chief shall devote his full time, attention and energies to the business of the Police Department and shall at all times during the term of this Agreement, and the period of his appointment as Chief by the Town, exercise the highest degree of professionalism, honesty, fidelity, integrity and good faith with respect to the duties being carried on by him for the Town.

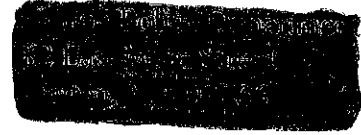
6. **DUES, SUBSCRIPTIONS, PROFESSIONAL DEVELOPMENT:** The Town agrees to budget for and pay for professional dues, subscriptions and meetings of the Chief necessary for his participation in the Massachusetts Police Chiefs Association and/or other professional organizations and conferences subject to the Town Manager's approval, which shall not be unreasonably withheld, and subject to appropriation.

The Chief shall also be given opportunities to develop his skills and abilities. Accordingly, the Chief shall be allowed to attend courses, seminars and meetings which are approved in advance by the Town Manager without loss of vacation or other leave. The Town may, in the discretion of the Town Manager, pay for the cost of such programs. If the Town requires the Chief to attend any course, seminar or meeting, the Town shall pay for the cost of such programs and for travel and subsistence expenses, incurred by the Chief in attending such programs.

7. **NOTICES:** Notices pursuant to this Agreement shall be given by first-class mail, postage prepaid, addressed as follows:

TOWN: Town Manager
Town of Norton
Town Hall
70 East Main Street
Norton, MA 02766

CHIEF: Chief Brian M. Clark



unless either party hereafter informs the other party in writing of a change of address.

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as the postage mark of such written notice as sent by first-class mail.

8. **GENERAL PROVISIONS:**

8.1 Completeness of Agreement. This AGREEMENT contains all the terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, will be deemed to exist or to bind either of the parties to the AGREEMENT. No representative of any party to the AGREEMENT had or has any authority to make any representation or promise not contained in the AGREEMENT, and each of the parties to the AGREEMENT acknowledges that such party has not executed the AGREEMENT in reliance upon any such representation or promise. This AGREEMENT cannot be modified except by a written instrument signed by both parties.

8.2 Severability. If any portion or provision of this AGREEMENT is held unconstitutional, invalid, or unenforceable, the remainder of the AGREEMENT will be deemed severable, will not be affected, and will remain in full force and effect.

8.3 Interpretation of Agreement. The AGREEMENT will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

8.4 Employee Status. For purposes of the Fair Labor Standards Act, the Chief shall be deemed an exempt employee.

8.5 Appropriation. All terms of this Agreement are subject to appropriation by the annual Town Meeting.

9. **INDEMNIFICATION**: To the extent permitted by law, the Town shall defend, save harmless and indemnify the Chief 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 his duties as Chief, provided the Chief acted in good faith. The Chief agrees to promptly notify the Town of any such claim and to cooperate fully with Counsel designated by the Town to handle such claim. The Town may obtain insurance to cover its obligations hereunder as it deems appropriate. The section shall survive the termination of this Agreement.

THIS AGREEMENT is executed as a sealed instrument.

CHIEF:



Brian M. Clark, Chief

THE TOWN OF NORTON, BY:



Michael D. Funats, Town Manager