Medfield Police Chief Employment Agreement

This AGREEMENT is made pursuant to M.G.L. c. 41, § 108O between Michelle Guerette, ("Police Chief" or "Ms. Guerette") and the Town of Medfield ("Town"), acting by and through its Board of Selectmen ("Board"), to set forth the terms under which Ms. Guerette will be employed as the Medfield Police Chief.

Section I. Duties of the Police Chief; Certifications; Job Description

The Police Chief shall supervise the daily operation of the Medfield Police Department including by performing the duties indicated in M.G.L. c. 41, § 97A, Chapter 50, Article 1 of the Town of Medfield Bylaws, the job description attached as Exhibit A and such other related duties as the Board or Town Administrator shall assign. The Police Chief shall perform these duties under the general direction of the Board of Selectmen and the Town Administrator.

The Police Chief shall obtain and maintain all necessary certifications and qualifications to enable her to perform the essential function of the job of Chief of Police. Such qualifications include but are not limited to certification from the Massachusetts Peace Officers Standards and Training Commission (POST) to enable her to exercise police powers and maintaining a license to carry a firearm and a driver's license.

Section II. Hours of Work; Cell Phone and Town Vehicle

A. The Chief of Police shall devote that amount of time and energy reasonably necessary to faithfully perform the duties of the Chief of Police under this Agreement. It is recognized that the Chief must devote a great deal of time outside normal office hours to conduct the business of the Town. The Chief, therefore, shall be allowed to alter the Chief's schedule as the Chief deems appropriate during said normal office hours, and as such time will least adversely impact Department operations. The Chief of Police shall be considered an exempt employee under the Fair Labor Standards Act.

B. When the Police Chief takes any time off, she will notify the Town Administrator in advance whenever possible, including to advise the Town Administrator of who will be in charge of the Department during her absence.

C. The Town shall provide and pay the expenses for a cell phone for professional use by the Police Chief. At the request of the Town Administrator, the cell phone will be returned to the Town upon the Police Chief's conclusion of employment.

D. The Police Chief shall be provided with a police vehicle for her use. The Town will pay all operating, maintenance expenses and insurance. The vehicle is to be used in connection with the performance of the Police Chief duties and may be used for personal reasons, since the Police Chief is always "on-call" and has been designated as an essential public safety employee in the event of an emergency.

E. The Police Chief shall not engage in any other employment without the written approval of the Board. With the approval of the Town Administrator, the Police Chief may engage in additional professional activities related to the position of Police Chief, such as guest lecturing and participating on panels provided that such participation does not interfere with her job duties for the Town.

Section III. Term of Contract and Termination During Term

A. This Agreement shall begin July 1, 2024 and end June 30, 2027, subject however to termination during this 3 (three) year term as provided in this Agreement.

B. Discipline; Discharge

1. During the term of this agreement, the Police Chief can be suspended without pay or discharged for just cause in accordance with Chapter 50, Article 1, §50-3 of the Town of Medfield Bylaws.The Board of Selectmen shall be permitted to designate a Hearing Officer to consider the grounds for such termination. The Hearing Officer shall forward findings of fact and recommendation(s) for disposition by the Board.

2. The Town Administrator may suspend the Police Chief without pay pursuant to the provisions of Chapter 50, Article 1, §50-3(B) of the Town of Medfield Bylaws. The Board of Selectmen shall be permitted to designate a Hearing Officer to consider the grounds for such suspension. The Hearing Officer shall forward findings of fact and recommendation(s) for disposition by the Board.

3. For the purposes of this Agreement, "just cause" shall mean the existence of a reasonable basis for the Board's dissatisfaction with the Police Chief, including without limitation for poor performance, lack of capacity or diligence, failure to conform to usual standards of conduct, or other culpable or inappropriate behavior that diminishes the Police Chief's effectiveness in the position. A suspension without pay for just cause will suspend the Town's obligations under the Agreement for the term of the

suspension. A dismissal for just cause will end the Town's obligations under this Agreement except as otherwise expressly stated in the Agreement.

4. The Police Chief shall have the right to be represented by counsel at her own expense in any matter covered by this section, including at any hearing.

C. Removal/Severance Pay

At any time during this Agreement, the Board may vote to request the resignation of the Police Chief. If the Police Chief agrees to the Board's request, she shall receive severance of six (6) months' salary either in a lump sum or in the same increments as the Police Chief receives her regular pay, or any combination thereof.

D. Paid Administrative Leave

Nothing in this Agreement shall preclude the Town Administrator or the Board from relieving the Police Chief of her duties and authority by placing the Police Chief on paid administrative leave.

E. Police Chief Notice To End Agreement

The Police Chief may end her obligations under this Agreement with three (3) months' written notice to the Town Administrator or the Board.

Section IV. Performance Evaluation

The Town Administrator shall review and evaluate the Police Chief's performance during each year of the Contract. These evaluations shall assess general performance as well as specific goals and objectives developed jointly by the Town Administrator, Board of Selectmen, and the Police Chief. The Police Chief shall have an opportunity to discuss an evaluation with the Town Administrator and the Board.

Section V. Salary

The Town agrees to pay the Police Chief the following all-inclusive annual salary in installments on the same schedule as other Town employees.

- Effective July 1, 2024 the annual salary will be $197,500 (One Hundred and ninety-seven Thousand Five Hundred Dollars).

- Effective July 1, 2025, the annual salary will increase to $204,413 (Two Hundred and Four Thousand Four Hundred and Thirteen Dollars).

- Effective July 1, 2026, the annual salary will increase to $211,567 (Two Hundred and Eleven Thousand Five Hundred and Sixty Seven Dollars).

The foregoing salary amounts reflect any holiday pay due under c. 147, sec. 17F.

The Police Chief is eligible for an annual uniform cleaning allowance of $1,200 payable the first pay day in December. The Town shall annually allow $550 for the replacement of uniform and equipment items.

The Police Chief recognizes and agrees that she will not be entitled to any salary increases or benefits accorded to other town employees unless the parties agree to same by a specific reference in this Agreement.

The Police Chief is eligible for a Longevity payment under the terms set forth in the Town's Personnel Plan.

Section VII. Health and Dental Insurance

Health and dental insurance programs shall be made available to the Police Chief under the same terms as they are made available to other eligible town employees.

Section VIII. Vacation, Sick and Personal Leave

The Police Chief shall receive twenty five (25) vacation days annually under the terms set forth in the Personnel Plan. Subject to available funds and the approval of the Select Board, the Police Chief shall have the option of being compensated for up to ten (10) days of vacation leave at the salary in effect at the time of the request. The Police Chief shall submit a request to the Select Board if she intends to exercise this provision, on or before December 31st of the fiscal year of the request.

The Police Chief shall receive the sick and personal leave benefit under the terms set forth in the Town's Personnel Administration Plan for non-union personnel.

Section IX. Holidays

The Police Chief shall receive the following paid holidays:

New Year's Day Labor Day

Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Juneteenth

Section X. Bereavement Leave

The Police Chief shall be eligible for the Bereavement Leave benefit under the terms set forth in the Town's Personnel Administration Plan. Stepfamily members will be included for the purpose of bereavement days.

Section XI. Jury Duty

The Police Chief shall be eligible for the Jury Duty benefit under the terms set forth in the Town's Personnel Administration Plan.

Section XII. Injured on Duty

As a sworn Police Officer, the Chief shall be eligible for injured-on-duty benefits as provided in M.G.L. c. 41, § 111F of the Massachusetts General Laws and medical expenses as provided in M.G.L. c. 41, § 100, as determined by the Board.

Section XIII. Professional Development and Expenses

A. With the approval of the Town Administrator and subject to appropriation, the Town agrees to pay for professional dues, subscriptions, and conference expenses of the Police Chief necessary for her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement that will enhance her ability to perform her duties for the Town.

B. The Police Chief shall be reimbursed for any normal and reasonable out-of-pocket expenses incurred in the performance of her duties, or as an official representative of the Town subject to her compliance with any Town expense reimbursement process/policy.

Section XIV. Indemnification

Pursuant to Chapter 258, Section 13, the Town shall indemnify the Police Chief from personal financial loss, all damages and expenses, including reasonable legal fees and costs, if any, in an amount not to exceed One Million Dollars ($1,000,000) arising out of any claim, demand, suit or judgment by reason of any act or omission, except an intentional violation of civil rights of any person, if the Police Chief , at the time of such act or omission was acting within the scope of her official duties or employment. The Town will provide liability insurance coverage consistent with this indemnification. This indemnification shall survive the Police Chief's 's separation from the employment of the Town.

Section XV. Residency

The Police Chief shall maintain a permanent residence within the fifteen (15) mile requirement under M.G.L. c. 41, s.99A.

Section XVI. Non Renewal of Agreement

The Board shall give the Police Chief written notice of its intentions about renewing the Agreement no later than December 31, 2026, provided that the Police Chief first notifies the Board in writing between September 1, 2026- and October 30, 2026, inclusive, that the Board has to give her written notice of its intentions about renewal no later than December 31, 2026. If the Board fails to provide said notice by December 31, 2026, and this Agreement is not renewed, the Town shall pay the Police Chief severance in the amount described under Section 3(C) of this Agreement. Said severance shall be the sole remedy for failing to meet the notice requirements in this Paragraph. **Non-renewal can be considered just cause.**

XVII. Notice under this Agreement

The Police Chief agrees to keep the Board current on her personal mailing and email address and telephone numbers. Until such time as notices are provided to the Board of a different address, notices with respect to this Agreement or any other obligation between the parties shall be conclusively deemed to have been served at the last stated mailing and email address the Police Chief provides to the Board.

All notices to the Town of Medfield shall be directed to the Town Administrator, 459 Main Street, Medfield, MA 02052, by email or first class mail.

XVIII. Modification

No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties. Either party desiring to modify or amend this contract must notify the other party in writing.

XIX. Applicable Law

This Agreement, the interpretations thereof and the enforcement thereof, shall be governed by the laws of the Commonwealth of Massachusetts, including Massachusetts General Laws Chapter 41, Section 1080, to the exclusion of the law of any other forum without regard to the jurisdiction in which any action or special proceeding may be instituted. If any provision, or any portion thereof, contained in this Agreement are determined to be illegal by a court of competent jurisdiction or otherwise, it shall be considered null and void but the remainder of this Agreement shall not be affected, and shall remain in full force and effect.

The monetary items called for by this Agreement are subject to appropriation by Town Meeting.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement on this 11th day of **June 2024.**

Board of Selectmen

_____

Eileen L. Murphy, Chairman

_____

Gustave H. Murby, Clerk

_____

Osler L. Peterson, Third Member

DATE: _____

Police Chief

_____

Michelle Guerette

DATE:_____