

**TOWN OF MIDDLETON
EMPLOYMENT AGREEMENT
CHIEF OF POLICE**

THIS AGREEMENT made and entered into on this 21 day of January 2021, by and between the **TOWN OF MIDDLETON**, Massachusetts, a municipal corporation acting by and through its duly elected Board of Selectmen, hereinafter referred to as “**the TOWN**”, and Chief William P. Sampson, hereinafter referred to as “**CHIEF and/or SAMPSON**”.

WHEREAS, the TOWN desires to employ the services of SAMPSON as Chief of Police in the Town of MIDDLETON in accordance with Massachusetts General Laws Chapter 41, section 97; and

WHEREAS, SAMPSON desires to serve as Chief of Police for the TOWN; and

WHEREAS, pursuant to M.G.L. chapter 41, section 108O, it is the desire of the parties to set forth their general understandings to provide for certain benefits and establish certain conditions of employment for said position, consistent with the General Laws of the Commonwealth of Massachusetts, commencing **March 1, 2021 through June 30, 2024**.

NOW THEREFORE, in consideration of the mutual promises herein, the parties set forth their understanding as follows:

1. DUTIES:

SAMPSON shall faithfully perform the duties customarily assumed by a Chief of Police in the Commonwealth of Massachusetts, as well as such other legally permissible and appropriate duties and functions with respect to which the TOWN, acting by and through its Board of Selectmen and Town Administrator, shall assign. SAMPSON will not be subject to the TOWN'S Personnel By-law, except to the extent it is referenced herein, nor shall SAMPSON become a member of any certified collective bargaining unit.

The administrative control of the Police Department for the Town of Middleton shall be the responsibility of the CHIEF OF POLICE.

The Chief's duties shall include but not be limited to the following:

- (a) Supervision of the daily operation of the Police Department.
- (b) Supervision of all departmental personnel.
- (c) Preparation and submission of the Police Department budget.
- (d) Submission of reports to the TOWN either orally or in writing when requested or required in order to ensure the proper communication between the TOWN and the Police Department.

(e) Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the Department.

(f) Supervision and control of all Department equipment and motor vehicles belonging to or used by the Police Department.

(g) Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Police Department.

(h) Being in charge of all special, auxiliary and/or reserve police officers, if any.

(i) Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.

(j) Maintaining the discipline of department personnel; the issuing of orders, rules, policies and procedures; and the assignment to shifts and duties of all departmental personnel.

(k) Recommending department regulations to the Board of Selectmen pursuant to G.L. c. 41, § 97.

(l) Being available for hearings before any Board of the TOWN at which the Police Department is required to appear and before Town Meeting when necessary.

(m) Being responsible for planning, organizing, directing, staffing and coordinating police operations.

(n) Being responsible for communications with the public, including the media, on matters related to crime, police operations and department policy.

(o) SAMPSON shall make available to the TOWN all non-confidential information of which SAMPSON shall have any knowledge and shall make all suggestions and recommendations related to public safety that will be of benefit to the TOWN. In performance of his duties, SAMPSON shall report to the Board of Selectmen through the Town Administrator.

(p) SAMPSON shall supervise, direct and be responsible for the efficient administration of all functions under his control.

(q) SAMPSON shall perform all of the aforesaid duties and functions in a timely, competent, and professional manner.

2. WORK SCHEDULE:

It is expressly understood that the position of Chief of Police is a salaried managerial position and that SAMPSON'S hours of work and daily work schedule shall be based upon the needs of the Department. SAMPSON shall devote that amount of time and energy reasonably necessary to faithfully perform the duties of the Chief of Police under this Agreement. In recognition of the hours outside of normal office hours that the Chief of Police must devote to the business of the TOWN, SAMPSON, with the prior approval of the Town Administrator, shall

be allowed to adjust his hours of work at such times as will least adversely impact Departmental operations.

3. TERM:

(a) This Agreement shall be effective as of **March 1, 2021**. SAMPSON shall be on probation for the first six (6) months of his employment, during which time he may be terminated without cause by vote by the TOWN. After that, this Agreement shall continue in effect until **June 30, 2024**, unless SAMPSON is removed for just cause as provided under paragraph five below by affirmative vote of at least a majority of the Board of Selectmen present and voting as provided herein.

(b) Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract no less than nine (9) 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 (1) year period.

(c) In the event that SAMPSON intends to resign voluntarily before or at the expiration of the term hereunder, then SAMPSON shall give the TOWN sixty (60) days written notice in advance, unless the parties otherwise agree in writing, in order to allow the TOWN sufficient time to consider the appointment of a replacement. In no event will he be denied accrued vacation time, as the law provides.

(d) As provided in Massachusetts General Law's chapter 41, section 108O, nothing herein shall affect the appointment or removal powers of the TOWN.

(e) Annual development of goals & objectives. Annually, the Town Administrator 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.

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 Town Administrator as well as other governmental officials, departments, boards and committees.

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.

4. SALARY/BENEFITS:

(a) SAMPSON shall receive the following compensation:

March 1, 2021 – August 31, 2021	\$128,000
September 1, 2021 – February 28, 2022	\$130,000
March 1, 2022 – July 1, 2022	\$132,000
July 1, 2022 – June 30, June 30, 2023	\$132,000 + COLA granted to non-union employees
July 1, 2023 – June 30, 2024	FY23 salary + COLA granted to non-union employees

(b) Said Salary will be paid in bi-weekly installments or at such other intervals as the Town pays other ranking Police Department employees.

(c) It is agreed that Salary shall be pro-rated upon separation from service.

(d) SAMPSON shall be a salaried employee of the TOWN and as such shall be an exempt executive employee for the purposes of the Federal Fair Labor Standards Act, 29 U.S.C., Section 201, *et seq.* In recognition of his administrative, managerial, and command status as an employee, SAMPSON shall not be entitled to overtime pay for work in excess of his normally scheduled hours. SAMPSON agrees to employment as Chief of Police at the above compensation and understands that he shall not be entitled to any additional compensation from the Town by reason of any service that he may perform as Chief of Police during the term hereof. SAMPSON shall not be allowed to receive compensation for details or extra shifts.

(e) SAMPSON shall receive an annual allotment of fifteen (15) days of sick leave, to accrue at the rate of one and one-quarter (1 ¼) sick days per month for each full month of employment. Unused sick leave may be accumulated to a maximum of one-hundred-fifty (150) days. At time of separation or retirement SAMPSON or his estate shall not be entitled to any pay out of accumulated sick days. SAMPSON may participate in the TOWN'S sick leave bank.

(f) Except as expressly provided herein, SAMPSON shall be subject and entitled to the same requirements, benefits and fringe benefits afforded to non-union department heads in accordance with the Town's bylaws and personnel policies.

(g) As a sworn police officer, the Police Chief shall be entitled to injured-on-duty benefits as provided in Chapter 41, Sections 100 and 111F of the Massachusetts General Laws.

(h) SAMPSON shall be entitled to twenty-five (25) days paid vacation, to accrue at the rate of two and one-twelfth ($2\frac{1}{12}$) vacation days per month for each full month of employment with carryover subject to the Town's bylaws and personnel policies, and three (3) Personal Days which must be used or forfeited during each fiscal year.

(i) The TOWN agrees it shall not at any time during the term of this Agreement reduce the salary, compensation, or other benefits of SAMPSON, except to the extent that such reduction is evenly applied across-the-board to all general government employees of the TOWN.

(j) SAMPSON shall be entitled to a uniform and cleaning allowance of \$1,500 per fiscal year payable in bi-yearly installments in December and June;

(k) As additional regular compensation, the TOWN will furnish SAMPSON with an unmarked standard police vehicle for his exclusive use, said vehicle to be used in connection with the performance of his duties as Chief of Police and with related professional growth and development activities and for personal use only within a radius of 200 miles, since SAMPSON is "on call" in the event of an emergency. The costs associated with the operation and maintenance of this police vehicle shall be paid by the TOWN.

(l) The Town will furnish SAMPSON with a laptop computer and cell phone for his official use.

5. DISCIPLINE/DISCHARGE:

(a) It is agreed that SAMPSON can be disciplined or discharged only for just cause, upon proper notice, and only after a hearing conducted by, and by vote of the Board of Selectmen, and consistent with the terms in this paragraph. For the purposes of this paragraph, proper notice shall be seven (7) business days' written notice delivery by first class mail or in-person delivery to the SAMPSON's last known address 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 SAMPSON may understand and prepare his defense; and (iii) the range of discipline considered. SAMPSON shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open public hearing. The subject matter to be presented at the hearing shall be only those charges as were specifically detailed in the written notice to SAMPSON. During the hearing, SAMPSON shall have the right to be represented by a representative of his choosing, to question, confront and cross-examine witnesses, to introduce evidence and to conduct oral arguments. 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. SAMPSON 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. Unless the conduct warrants more serious discipline, the principles of progressive discipline will apply, and the Town recognizes its obligation to provide SAMPSON with performance evaluations.

(b) If the TOWN affirmatively votes to remove SAMPSON for just cause other than gross negligence, willful misconduct, willful dereliction of duty, embezzlement, conduct unbecoming, fraud against the Town, or conviction of a felonious act in office, but expressly excluding inefficiency, incapacity, failure to meet performance standards, or insubordination during the term hereof or requests his resignation, it shall give him at least one hundred and eighty (180) days' written notice as to the effective date of his termination, or provide him with one hundred and eighty (180) days severance pay, or a combination of both notice and severance pay equivalent to at least one hundred and eighty (180) day. SAMPSON's acceptance of these severance benefits shall constitute a full and complete release of any other rights, claims, or causes of action whether in law, equity or otherwise, that SAMPSON may have against the TOWN, including all of its employees, elected or appointed officials, officers, agents, representatives and attorneys of such entities. This paragraph shall survive the termination of this agreement.

6. EXPENSES/DUES/PROFESSIONAL DEVELOPMENT:

(a) Subject to Town Meeting appropriation or other available funding (e.g. grants or Law Enforcement Trust Fund) and approval by the Board of Selectmen, the Town agrees to budget and pay for professional dues and subscriptions of SAMPSON necessary for his continued and full participation in national, state, regional and local associations and organizations necessary and desirable for his continued professional growth and advancement and for the good of the Town, including but not limited to the International Association of Chief of Police, the Police Executive Research Forum, the New England Association of Chief of Police, the Massachusetts Chiefs of Police Association, and the Essex County Chiefs of Police Association.

(b) Subject to Town Meeting appropriation or other available funding (e.g. grants or Law Enforcement Trust Fund) and approval by the Board of Selectmen, the Town agrees to budget and pay for reasonable travel expenses for SAMPSON for professional and official travel, meetings, and occasions required by the duties of his office or for the professional development of SAMPSON. Accordingly, SAMPSON 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 SAMPSON's travel and subsistence expenses for short courses, institutes, and seminars that, in SAMPSON's reasonable judgment, are necessary for professional development.

7. INDEMNIFICATION.

The Town shall defend, save harmless, and indemnify SAMPSON from personal financial loss and expense including reasonable legal fees and costs, if any, arising out of any claim, demand, action, or suit, whether groundless or otherwise, arising out of any act or omission if SAMPSON at the time of such act or omission was acting in the performance of his duties as the Police Chief of the TOWN and to the extent allowable by law. This section shall survive the termination of this agreement

8. DEATH DURING TERM OF EMPLOYMENT:

If the CHIEF OF POLICE dies during the term of his/her employment, the TOWN shall pay to the CHIEF'S estate all the compensation which would otherwise be payable to the CHIEF OF POLICE up to the date of the CHIEF'S death, including, but not limited to, payment for any unused leave, excluding sick leave.

9. RESIDENCY

Sampson shall reside within twenty-five (25) miles of MIDDLETON, such distance to be measured from town boundary to town boundary. For the purposes of this section, residence shall mean the actual or principal residence, where he normally eats and sleeps.

10. MISCELLANEOUS:

(a) No change or modification of this Contract shall be valid unless it shall be in writing and signed by both of the parties.

(b) This contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

(c) If any clause or provision of this contract shall be determined to be illegal, unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby.

(d) This agreement shall be binding and inure to the benefit of the heirs and permitted assigns of the respective parties.

(e) This writing constitutes the complete agreement of the parties as of the date of execution, and supersedes any prior agreements.

(f) Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing, sent by first class mail to the Police Chief's last known address or to the Town's principal office in Town Hall, with a copy to Town Counsel.

(g) 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.

(h) This Agreement shall be executed in duplicate to take effect as a sealed instrument, and each copy there of shall be deemed an original.

(i) 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 have signed and executed duplicate copies of this Memorandum on the day and year first set forth above,

WITNESS:

William P. Sampson


TOWN OF MIDDLETON
By its Board of Selectmen




Timothy Houten



Kosta Prentakis



Brian Cresta



Andrew J. Sheehan
Town Administrator