

**EMPLOYMENT CONTRACT
BETWEEN
THE TOWN OF FOXBOROUGH
AND
CHIEF MICHAEL GRACE**

This Contract is entered into as of this ___ day of September, 2022, by and between the Town of Foxborough, Massachusetts, a municipal corporation (hereinafter referred to as the "Town"), acting by and through its Board of Selectmen (hereinafter referred to as "the Board") and its Town Manager ("Town Manager"), and Chief Michael Grace (hereinafter, "Grace", "Chief", or "Chief of Police").

WHEREAS, the Town desires to engage the services of Grace to hold the position and perform the duties of the Police Chief; and

WHEREAS, the Town hereby recognizes Massachusetts General Laws Chapter 41, Section 108N as the basis for negotiating a contract for the position of Police Chief; and

WHEREAS, Grace is willing to undertake and perform the duties of said position as Police Chief for the Town according to the terms and conditions of this Contract;

NOW, THEREFORE, the parties hereby agree as follows:

1. DUTIES

The Town agrees to employ Grace as Police Chief for the Town to perform the functions and duties specified in the Chiefs Job Description, a copy of which is attached hereto as Attachment A and incorporated by reference in this Contract, and to perform such other duties and functions normally performed by a Police Chief in the Commonwealth of Massachusetts, as the Board or Town Manager from time-to-time shall determine and assign.

2. TOWN MANAGER ACT OF 2004

The Town Manager appoints the Chief under the provisions of The 2004 Act Providing for the Selectmen-Town Manager Form of Government in the Town of Foxborough ("2004 Town Manager Act").

3. EVALUATION

The Town Manager shall evaluate the Chief annually, guided by the personnel evaluation process established by the Town Manager. Said review and evaluation shall be based on goals and objectives developed jointly by the Town Manager and the Chief. The Town Manager shall provide the Chief with a summary written statement of the evaluation findings and shall provide the Chief with an opportunity to respond to the findings. Any response may be memorialized by the Chief in a written memorandum which shall be attached to, and incorporated into, the evaluation. The next evaluation will be for the fiscal year ending June 30, 2023. Successive evaluations will be for the fiscal years ending on June 30, 2024 and June 30, 2025.

4. TERM, DISCIPLINE AND TERMINATION OF THE AGREEMENT

A. The term of this Contract is from October 5, 2022 through June 30, 2025. The Contract can be extended by mutual agreement in writing or as provided by its terms. The Town shall notify the Chief no later than six (6) months prior to the termination of this Contract if the Town does not intend to renew or extend the Contract. If the Town fails to give such notice by the designated date, this

Contract shall automatically be extended under the terms and conditions herein for an additional six (6) month period.

- B. If at any point in time, the Town does not renew the Chief's Contract, then the Chief shall be permitted to resume his prior role of Civil Service Lieutenant with the Department, to the degree permissible under General Laws, c. 31.
- C. It is agreed that the Chief may be disciplined or discharged by the Town Manager, pursuant to the Town Manager Act, only for just cause, upon proper notice and only after a hearing at which the Chief shall have the right to be represented by counsel of his choosing, at his own expense. The term "proper notice" as it appears in this section means that written notice of the hearing must be provided 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 reason for the hearing; (iii) the charges alleged; and (iv) the range of discipline considered. The principles of progressive discipline will apply and the Town recognizes its obligation to provide the Chief with annual performance evaluations pursuant to this Contract.
- D. Pursuant to the Town Manager Act, the Chief may appeal any discharge, or non-reappointment to the Board of Selectmen, which may veto such decision.
- E. The Chief may appeal such decision upheld by the Board of Selectmen to an arbitrator, or the Superior Court, which shall have jurisdiction of any petition for writ of mandamus for reinstatement of the Chief if he alleges that he has been improperly suspended or discharged. In the event that the arbitrator or the Superior Court shall reverse the decision of the Board of Selectmen and Town Manager, the Chief shall be reinstated to duty, and entitled to back pay, benefits, and counsel fees.
- F. Grace can terminate this Contract, and resign as Chief of Police, by providing the Town Manager with advance written notice of not less than 60 (sixty) calendar days, unless the parties otherwise agree in writing.
- G. Unless otherwise provided in this Contract, if Grace is not reappointed as Chief for any reason other than just cause, or chooses to resign as Chief for any reason other than malfeasance in office, he shall be entitled to reinstatement to his prior Civil Service rank of Lieutenant with the Foxborough Police Department and shall be entitled to all those same benefits afforded to him as Lieutenant by the Town, immediately prior to his appointment to the position of Chief of Police.

5. COMPENSATION

The Town agrees to pay Grace in the first year of this Contract (October 5, 2022 through October 4, 2023) a salary of one hundred ninety one thousand (\$191,000) dollars, which is all inclusive of, without limitation, any educational, holiday, longevity or other salary enhancements. The Chief will not receive any other compensation unless expressly stated in this Contract. His salary shall be paid in installments on the same schedule as other Town employees. The Town Manager shall determine any annual salary adjustment for the subsequent years of the Contract after evaluating and meeting with Grace. Total annual salary adjustment shall be determined based on satisfactory performance evaluation at a percentage of up to one and a half percent (1.5%) of base, and COLA at one and a half percent (1.5%) of base.

The Town acknowledges the extraordinary responsibility and nature of public safety at Gillette Stadium. The Police Chief has responsibility for all law enforcement and security

services associated with sports and entertainment at Gillette Stadium. As a result, the Town agrees to compensate Grace with a non-pensionable stipend of thirty thousand (\$30,000) dollars annually, which will be evenly divided between bi-weekly pay periods. Said stipend shall be directly reimbursable to the Town by Gillette Stadium on an annual basis.

At a minimum the Chief shall be present for all sold-out events at Gillette Stadium, including but not limited to all NFL games, concerts and soccer matches, however, the Town and Town Manager reserve the right to direct the Chief to be present at certain events that are not sold out, if it is in the best interest of the Town, as a precaution for safety of the public. For all other events, the Chief shall remain responsible for managing members of his senior staff in his/her supervisory roles. The Chief shall provide the Town Manager with an annual accounting of his time spent supervising events.

6. PROFESSIONAL DEVELOPMENT

- A. The Chief shall be allowed to attend the Massachusetts Chiefs of Police Association Conference, New England Chiefs of Police Conference and the International Association of Chiefs of Police Conference each year without loss of vacation or other leave, and shall be reimbursed by the Town for all reasonable expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences. Additionally, the Town shall pay for the Chief's travel and meal expenses for attendance at professional development events such as seminars, educational events and/or certification or recertification programs reasonably related to his position. The Chief shall seek advance permission from the Town Manager for attendance at any event requiring overnight travel or where the duration of the professional development exceeds one day.
- B. 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.

7. HOURS OF WORK

Grace agrees to devote that amount of time and energy that is reasonably necessary for him to faithfully perform the duties of the Police Chief position under this Contract. It is recognized that the Chief must devote a great deal of time outside normal office hours to conduct the business of the Town.

It is acknowledged that the position is one of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time. However, the Chief shall be allowed to take time off and alter his schedule as the Chief deems appropriate during said normal office hours, and at such times that will least adversely impact Department operations.

No compensatory time may be accrued by the Chief as this is an FLSA exempt position but under circumstances approved by the Town Manager, the Chief may flex his schedule to accommodate time off either following or preceding a lengthy continuous work schedule.

The Chief shall not spend more than 5 hours per week in teaching, counseling or other non-employer connected occupational activities, (which activities, regardless of said five-hour limit shall not interfere with the obligations the Employee has to the Employer, or be adverse to the interests of the Employer). Exceptions to this rule may be considered and granted by the Town Manager on a case by case basis.

8. USE OF TOWN VEHICLE

The Town shall provide a police vehicle for use by the Chief of Police and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Chief of Police in connection with the performance of his duties as Chief of Police, and for his professional growth and development. The vehicle may be used by the Chief for personal reasons, since the Chief is "on call" in the event of an emergency. Said vehicle must be operated in observation of the Town's Vehicle Use Policy, unless the Town Manager authorizes exceptions to said policy.

9. LEAVE TIME

- A. In each fiscal year, Grace shall earn twenty-five (25) days of vacation, and four (4) personal days. Grace shall carry over sick days currently accrued on the first day of his employment as Chief. He shall then be credited with one and one half (1.5) sick days for each month of service up to a maximum of 264 days.

Employees hired by the town before July 1, 2019 who are eligible to retire from the Town of Foxborough, after continuous employment, shall be paid a percentage of the value of their unused sick leave, not to exceed 264 days, at the time of retirement (M.G.L. c. 32), as follows:

10 years -15%
15 years -20%
20 years -25%

It is to be understood that the payment of any amount under this rule will not change the employee's pension benefit. Any employee whose service with the Town is involuntarily terminated, shall not be entitled to any unused sick leave compensation.

- B. Grace shall be allowed to carry over up to two (2) weeks of vacation time into the next fiscal year. This vacation carryover must be used within the fiscal year in which the time is carried forward to. In deference to the time required of this position, Grace may choose to sell back up to one week of vacation per year during the final pay period of the fiscal year.
- C. At the conclusion of his employment with the Town, the Chief shall be compensated for all unused vacation leave at his then usual daily rate of compensation. (Annual salary/52/40).

- D. Grace shall be eligible for Bereavement Leave of (3) days off, without loss of pay, in the case of death in his immediate family: i.e., spouse, child, legal ward, parent, sister or brother, grandparent, grandchild, a member of the immediate household, or spouse's immediate family. The Police Chief may be granted an additional three (3) days use of accrued leave, with approval of the Town Manager, if the circumstances associated with the bereavement leave warrant such additional time off.

10. HOLIDAYS

The Chief shall receive the following days off with pay as Holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

Although it is not a holiday, the Chief will be compensated for the day after Thanksgiving in the same manner as the compensation for the above holidays. If a Holiday falls on a day that the Chief is required to work a full Holiday due to an emergency, he will be allowed to take another day off with pay.

11. GENERAL EXPENSES

- A. The Town agrees to reimburse Grace for his reasonable, direct and indirect, business-related expenses. Such reimbursement shall not constitute additional compensation or wages to Grace.
- B. Grace will receive a non-pensionable annual cleaning and clothing allowance in the amount of \$1500.00.
- C. Grace will receive a monthly stipend of \$50 to reimburse him for costs related to his cell phone service or shall receive a town issued cell phone.

12. INDEMNIFICATION

Pursuant to Chapter 258, Section 9, the Town will indemnify the Chief from personal financial loss, all damages and expenses, including legal fees and costs, if any, in an amount not to exceed one million dollars (\$1,000,000) arising out of any claim, action, award, compromise, settlement or judgment by reason of an intentional tort, or by reason of any act or omission which constitutes a violation of civil rights of any person under federal or state law, if the Chief, at the time of such intentional tort or such act or omission, was acting within the scope of his official duties or employment, except that he shall not be indemnified for violation of any such civil rights if he acted in a grossly negligent, willful or malicious manner. The Town may compromise and settle any claim or suit for which the Chief is indemnified. The Town will provide the Chief coverage under its public officers' liability insurance policy. This section shall survive the conclusion of the Chief's employment with the Town.

13. INSURANCE

The Chief shall be eligible to enroll in the Town's health insurance program with the premium contributions consistent with other non-union management employees of the Town. Any other health costs, including co-payments and deductibles, will be paid for by the Chief.

The Town will provide, at its expense, the standard life insurance that it provides other employees under M.G.L. c. 32B. It shall also provide the Chief access to dental insurance on the same terms as access is provided to other non-bargaining unit, general government employees. The Town will reimburse the Chief for the cost of additional term life insurance with a policy value not to exceed five hundred thousand dollars (\$500,000). Reimbursement for this benefit shall not exceed two thousand five hundred dollars (\$2,500) annually. The Chief shall be responsible for procurement of said term life insurance policy.

14. INJURED ON DUTY; FITNESS FOR DUTY

The Chief shall be entitled to Injured On Duty benefits as provided in Massachusetts General Laws, Chapter 41, Section 111F and with the approval of the Town Manager. At the Town's request, the Chief will attend and cooperate fully with an investigation of any claim for such benefits, including without limitation an evaluation(s) by a Town physician. Separate and apart from any claim from injured leave duty benefits, the Chief shall cooperate fully with a request by the Town that he undergo an evaluation(s) by a Town physician(s), to determine his fitness for duty, including as it relates to an issue of incapacity and/or sick leave that is not job-related.

15. ADDITIONAL PROVISIONS

- A. This Contract constitutes the entire agreement between the parties. It supersedes any and all prior written or oral agreements, policies, handbooks, understandings or practices which conflict with the terms herein. As a contract employee, only Sections 4, 5 and 6H of the Town of Foxborough Personnel and Policy Guide shall apply, along with this Contract. No modification of this Contract shall be binding unless it is in writing and executed by both parties.
- B. This Contract is a Massachusetts contract and shall be governed by the laws of the Commonwealth of Massachusetts. If any provision, or any portion thereof, contained in this Contract is determined to be illegal by a court of competent jurisdiction or otherwise, it shall be considered null and void but, the remainder of this Contract shall not be affected, and shall remain in full force and effect.
- C. All compensation and benefits provided under this Agreement are subject to appropriation by Town Meeting.
- D. For the purposes of the Fair Labor Standards Act, the Police Chief shall be an "exempt employee."

16. RESIDENCY The Chief will maintain a permanent residence within the 15-mile requirements of M.G.L. c. 41, § 99A.

17. NOTICES

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

A. TO TOWN: Town Manager/Board of Selectmen
Town Hall
Foxborough, MA 02035
bkeegan@foxboroughma.gov

B. TO POLICE CHIEF: Michael Grace
Foxborough Police Chief's Office
Foxborough Public Safety Facility
Foxborough, MA 02035
mgrace@foxboroughpolice.com

Notice shall be deemed as given as of the date of the email, hand delivery or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Any change of address shall be given in writing and delivered in the same manner as other notices.

IN WITNESS WHEREOF, the Town of Foxborough, Massachusetts, has caused this Agreement to be approved by the Board of Selectmen and signed and executed on its behalf by its Town Manager, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above, written.

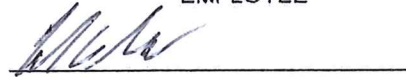
TOWN MANAGER



William G. Keegan, Jr.

Date: 11/7/2022

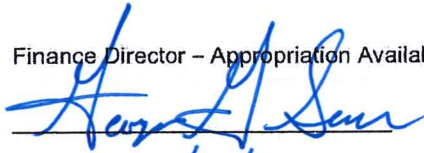
EMPLOYEE



Michael Grace

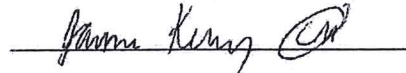
Date: 9/28/22

Finance Director - Appropriation Available



Date: 11/4/22

Labor Counsel - Approved As To Form



Date: 10/25/22