

Employment Agreement

TOWN OF SOUTHBOROUGH
SELECT BOARD

AND

RYAN NEWELL
POLICE DEPARTMENT

Effective July 1, 2025
Through
June 30, 2028

This Employment Agreement is made by and between the TOWN OF SOUTHBOROUGH (hereinafter called the "Town") a municipal corporation in Worcester County, acting by and through its Select Board (hereinafter called the "Board") with no personal liability to the Board's members, and Ryan Newell, of Shrewsbury, Massachusetts (hereinafter called the "Police Chief").

WHEREAS, the Town desires to employ the professional services of Ryan Newell as Police Chief of the Town of Southborough as provided by the Bylaws of the Town contained in Article II, Section 27-2 as amended;

WHEREAS, Ryan Newell agrees to accept employment as Police Chief of said Town and devote the necessary time, skills, education, professional services, and efforts in carrying out all of his obligations, responsibilities and duties to the Town, and for this the Police Chief represents that he has, and will maintain the skills, desires and ability to perform such obligations, responsibilities and duties to the extent he is able to do so.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Board and the Police Chief agree as follows:

1. ESSENTIAL DUTIES OF THE POLICE CHIEF

The Town hereby agrees to employ Ryan Newell as Police Chief of the Town of Southborough, pursuant to and in accordance with Massachusetts General Laws, Chapter 41, Sections 97A and 108O, as amended, and the Police Chief accepts said offer. The Police Chief shall act as the head of the Southborough Police Department and shall perform the duties specified in the attached job description for Police Chief [Exhibit A which is integrated by reference] and Town By-Laws in compliance with all other applicable laws and such other duties that shall from time to time be assigned to him provided such duties are customarily performed by a Chief of Police. The Police Chief shall be responsible to the Select Board, through the direction of the Town Administrator.

The Police Chief shall obtain and maintain all necessary certifications and qualifications to enable him to perform the essential functions of the job of Chief of Police. Such qualifications include but are not limited to certification from the Massachusetts Municipal Police Training Committee and the Massachusetts Peace Officers Standards and Training Commission to enable him to exercise police powers, and a license to carry a firearm.

2. HOURS OF WORK

- A. The Police Chief's workweek shall ordinarily consist of five (5) business days, (Monday through Friday), plus whatever evening and/or weekend hours that may be necessary in order to properly respond to the demands of the position. It is understood that the Police Chief shall also generally participate in the Select Board's meetings, Town Meetings and other meetings at which his attendance would be beneficial to the orderly conduct of the Town's business. Because of the nature of the position, it is also understood that the Police Chief will not be entitled to additional compensation for any hours spent beyond normal office hours. It is recognized that the Police Chief must devote a great deal of time outside normal office hours to conduct the business of the Town. The Police Chief, therefore, shall be allowed to take compensatory time off and

alter the Police Chief's schedule as the Police Chief deems appropriate during normal office hours, and at such times that will least adversely impact Department operations.

- B. The Police Chief is an exempt employee for the purpose of the Fair Labor Standards Act.
- C. The Police Chief shall notify and coordinate with the Town Administrator if he shall be absent from duty or on leave for more than three (3) days and who shall be in control of the Police Department during such absence or leave.
- D. Other Employment: The Police Chief is a full-time job. Other employment must be approved in writing by the Town Administrator. If the Employee accepts employment without prior written approval, this employment may be terminated immediately by the Town.
- E. Exempt Activities: The Police Chief may engage in additional professional activities related to the position of Police Chief, such as guest lecturing and participation in professional activities, provided that such participation does not interfere with his job duties and responsibilities and with prior notice to the Town Administrator.

3. INDEMNIFICATION

The Town shall defend, save harmless and indemnify the Police Chief against any claim, demand or other legal action arising out of an alleged act or omission occurring in the performance of his duties. The Town acknowledges that it has accepted Section 13 of M.G.L Ch. 258. Indemnification shall apply as to any claim made following the expiration of the term of this agreement or termination from employment of the Police Chief so long as the Town would have been otherwise obligated to provide indemnification had the term not expired or the employment not terminated and provided that the Police Chief acted in good faith. Indemnification shall not apply in the event the Police Chief is suspended or discharged pursuant to §9 of this Agreement.

The Town may compromise and settle any claim or suit and will pay the amount of any settlement or judgment rendered thereon, as specified above, without recourse to the Police Chief who, and as a condition of said indemnification, shall cooperate with the Town in all matters relating to said claim.

The Town, or its designee/insurer, shall select the Police Chief's attorney and determine if separate counsel is required. The Town shall be responsible to remit payment for any attorneys' fees and costs incurred by the Police Chief in connection with such claims or suits involving the Police Chief in his professional capacity. Notwithstanding the foregoing, if the Police Chief refuses counsel selected by the Town, indemnification may be denied.

This provision does not allow indemnification for criminal acts nor willful violation of civil rights, or indemnification which exceeds the permissible bounds of the law.

This section shall survive the termination of this Agreement.

4. INSURANCE

The Town shall provide the Police Chief health and dental insurance policies, which are consistent with the policies which other non-union Town employees are eligible.

5. DUES AND SUBSCRIPTIONS

The Town agrees to budget and to pay, subject to appropriation, for the reasonable professional dues and subscriptions of the Police Chief for his continuation and full participation in national, regional and state associations and organizations necessary and desirable for his continued professional growth and advancement, and for the benefit of the Town, including but not limited to the Police Executive Research Forum, the New England Police Chiefs Association, the Massachusetts Chiefs of Police Association, and the applicable regional Massachusetts Police Chiefs Association.

6. AUTOMOBILE

The Police Chief's duties require that he be on duty and available 24 hours a day. The Town shall provide a vehicle for use by the Police Chief and shall pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Police Chief in connection with the performance of his duties as Police Chief and for his professional growth and development. It may be used by the Police Chief for personal reasons since the Police Chief is "on-call" in the event of emergency. The vehicle may be used for travel within Massachusetts and to states immediately bordering Massachusetts without prior permission of the Town Administrator, but otherwise the vehicle may not be used for out of state travel without the permission of the Town Administrator.

The Police Chief shall be exempt from being assessed a vehicle fringe benefit value pursuant to the Internal Revenue Service regulations.

The provision of an automobile to the Police Chief by the Town shall not be deemed to be compensation for the Police Chief, but as an expense item covered for by the Town. If the Massachusetts statutes, however, mandate that the Police Chief's vehicle will be deemed to be an item of compensation under Chapter 32 of the Massachusetts General Laws, then the Police Chief shall be responsible for any retirement contributions due under such statutory mandate

7. PROFESSIONAL DEVELOPMENT

The Town agrees to budget and to pay, subject to appropriation and Town Administrator approval in advance for the professional dues, subscriptions and conference expenses of the Police Chief necessary for his continuation and full participation in a national, regional, state and local association, necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Town. Accordingly, the Police Chief shall be allowed to attend 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

Police Chief's travel and subsistence expenses for short course, institutes, and seminars that, in the Police Chief's reasonable judgment, are necessary for professional development.

8. EXPENSES

- A. The Police Chief shall be reimbursed for any normal and reasonable expenses incurred in the performance of his duties, or as an official representative of the Town, including attendance by him at civic or social events subject to G.L. c. 268A.
- B. The Town shall also provide and pay for a cell phone for use by the Police Chief.
- C. The Police Chief's clothing allowance is \$1,000 per year.

9. DEATH DURING EMPLOYMENT

If the Police Chief dies during the term of his employment and is enrolled in the Town's health insurance and benefit program, the Town shall pay to the Police Chief's estate all the compensation which would otherwise be payable to the Police Chief up to the date of the Police Chief's death, including accrued unused vacation and sick leave. The Town shall continue to contribute its share of the health insurance premiums for the Police Chief's surviving spouse and dependents, if they are otherwise eligible under Chapter 32B.

10. SUSPENSION OR DISCHARGE

- A. Disciplinary proceedings. It is agreed that the Chief may be disciplined, discharged or not reappointed only for just cause, upon proper notice and only after a hearing conducted by, and by super-majority vote of, the Select Board and consistent with the terms included in this section.
 - (1) For purposes of this agreement, "just cause" shall include, but not be limited to the following: incapacity, namely the inability to perform services for a period of six (6) months or longer; inefficiency, namely the inability to complete assignments in a timely manner on a routine basis in accordance with principals of reasonable care; neglect, namely failure to perform the duties of the position in a reasonably competent manner; insubordination, or misconduct.
 - (2) The Chief shall have the option of choosing whether any such hearing shall be closed to the public or be held as an open or public hearing.
 - (3) 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 reason for the hearing; (iii) the charges alleged and the evidence in support thereof in such specificity so that the Chief may understand and prepare his defense; and (iv) the range of discipline considered.
 - (4) During the hearing, the Chief of Police 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.

- (5) In its decision, the Select Board 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.
- (6) The Chief of Police shall be provided with a written notice of the findings and decision of the Select Board and such notice shall include the relevant facts and reasons for their findings.
- (7) The principles of progressive discipline will apply, and the Town recognizes its obligation to provide the Chief with performance evaluations, provided however, the Town is not bound by progressive discipline in cases of serious offenses where no specific warning or prior disciplinary action need precede separation for cause and, in such event, shall tailor discipline to respond to the nature and severity of the offense.

B. The Board or its designee shall, upon notice of an alleged infraction or occurrence giving rise to possible disciplinary action of the Police Chief, initiate an investigation as to the facts surrounding said allegation. During the course of said investigation, the Town Administrator may place the Police Chief on paid administrative leave, which leave shall not be deemed discipline.

C. In the event the Police Chief is terminated by the Town, except for just cause, prior to the expiration of the term of this agreement, the Town agrees that it shall pay the Police Chief a lump sum cash payment equal to five (5) months aggregate salary, which amount shall be paid to the Police Chief, within five (5) business days of the Police Chief's execution of a mutually-agreeable form of a full and complete release of any and all rights, claims, or causes of action, both known and unknown, whether in law (inclusive of statutory causes of action including without limitation the Massachusetts Wage Act), equity or otherwise, that the Police Chief may have against the Town, including all of its employees, elected or appointed officials, officers, agents, representatives and attorneys of such entities; provided, however, that in the event the Police Chief is terminated for commission of a felony, conduct unbecoming a managerial employee, incompetence, or gross misconduct in office, the Town shall have no obligation to pay the severance pay provided in this paragraph. The Police Chief shall also be paid for any accrued but unused vacation time.

D. In the event the Police Chief voluntarily terminates his position with the Town before the expiration of the term of this Agreement, the Police Chief shall give two (2) month's written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk. The Police Chief shall not be allowed use of paid vacation leave during this time without prior approval of the Town Administrator.

11. COMPENSATION

A. The Town agrees to pay the Police Chief for services rendered under this agreement, an annual base salary of \$188,000.00 subject to applicable withholdings and deductions, effective July 1, 2025, payable in installments at the same time as other employees of the Town are paid. Except where otherwise stated in this Agreement, the foregoing annual

base salary [\$188,000.00] is specifically intended to include all other differentials, stipends, pay incentives, and educational incentives that otherwise would be due and payable, including any and all amounts due pursuant to M.G.L. c. 41, §108L, any subsequently enacted statutory educational incentive, or any internal Town educational incentive enacted through policy, bylaw or agreement with employees. To the extent that this section may be construed to modify §108L, such modification is in consideration of the total compensation and other benefits accorded to the Police Chief under this agreement.

- B. In the second year of the Agreement (effective as of July 1, 2026), the Police Chief shall receive an increase in annual base salary of 2%, with eligibility of an additional 2% based on the results of a favorable performance evaluation, which shall be completed on or before July 1, 2026, for a total annual base salary of up to \$195,520.00, subject to applicable withholdings and deductions.
- C. In the third year of the Agreement (effective as of July 1, 2027), the Police Chief shall receive an increase in annual base salary of 2%, with eligibility of an additional 2% based on the results of a favorable performance evaluation, which shall be completed on or before July 1, 2027, for a total annual base salary of up to \$203,340.80, subject to applicable withholdings and deductions.
- D. In addition to the aforementioned base salary, the Police Chief shall receive a longevity bonus of \$4,000 during each year of the Agreement. The longevity bonus shall be payable in installments at the same time as other employees of the Town are paid.
- E. The Town agrees to furnish at its expense professional liability insurance for the Police Chief with the liability limits of One Million Dollars (\$1,000,000).

12. LEAVE

A. Vacation

The Police Chief shall be entitled to five (5) weeks paid vacation per fiscal year. A week shall be defined as five (5) working days. Unused vacation days may not be carried over from year to year. However, the Police Chief shall be compensated for up to five (5) unused days of vacation per year, subject to the approval of the Town Administrator.

B. Holidays

The Police Chief shall receive one day's pay at his regular rate for holidays as outlined in the Salary Administration Plan.

In the event the Police Chief is required to be on duty on a holiday specified in M.G.L. c. 147, §17F (on January the first, July the fourth or Christmas day, or the day following when any of said days occurs on Sunday, or the third Monday in February, the third Monday in April, the last Monday in May, the first Monday in September, the second or fourth Monday in October or Thanksgiving day), he shall be entitled to an additional day's pay under M.G.L. c. 147, 17F.

C. Sick Leave

The Police Chief shall receive 15 sick days per year, which may be accrued up to a maximum of 120 days per Section 11(c)2 of the Salary Administration Plan. Absences on account of sickness in excess of that authorized shall be charged to vacation or other available paid leave. Sick leave shall be payable only in cases of genuine illness or non-work connected accidents.

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

D. Bereavement Leave

In the event of the death of a spouse, father, mother, child, father-in-law, mother-in-law, brother, sister, grandparent, or of any other person then residing with the Police Chief, he shall be entitled to receive three days' leave for the purpose of the funeral and disposition of the deceased. If out-of-state travel is required, the Town Administrator may authorize up to two additional days of travel time.

E. Personal Leave

The Police Chief shall be entitled to three personal days per year, which shall be approved by the Town Administrator. Personal days shall not accumulate from year to year.

13. EVALUATION

- A. The Town Administrator shall review and evaluate the Police Chief every year prior to fiscal year end. Said review and evaluation shall be based on the goals and objectives developed jointly and mutually agreed to by the Town Administrator and the Police Chief. Further, the Town Administrator, shall provide adequate opportunity for the Police Chief to discuss his evaluation with the Board in compliance with the Open Meeting Law.
- B. Annually the Town Administrator and the Police Chief shall define the goals and objectives which they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives, and shall further establish a general priority among those various goals and objectives, reduced to writing. The goals and objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.
- C. The Police Chief shall conduct, at least annually, during the term of this agreement a complete assessment of his own performance in a written document approved in advance by the Town Administrator for this purpose, soliciting subjective feedback from individuals as determined by the Town Administrator with input from the Police Chief. The results of this assessment may be made available to the Board.

14. NO REDUCTION OF BENEFITS

The Town agrees that it shall not, at any time during the term of this Agreement, reduce the salary, compensation or other benefits of the Police Chief, except to the extent that such reduction is evenly applied across-the-board for management employees of the Town.

15. LAW GOVERNING

This Agreement shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

16. SEVERABILITY OF PROVISIONS

If any clause or provision of this agreement shall be determined to be illegal or unenforceable by a court or competent jurisdiction, the remainder of this agreement shall not be affected thereby.

17. LENGTH OF AGREEMENT

- A. The initial term of this Agreement shall be for a period commencing July 1, 2025 and ending June 30, 2028. However, this Agreement may be extended as provided by its terms.
- B. Unless either party provides written notice to the other of its intention to renegotiate and/or to not renew this agreement no less than six (6) months prior to the end of its initial term or any successive term, this Agreement shall automatically be extended on the then applicable terms and conditions for an additional one (1) year term.

18. COMPLETENESS OF AGREEMENT

This agreement contains the terms and conditions agreed upon by the parties as to the employment of Police Chief with the Town. No other agreement, written, oral, express or implied will be considered to exist to bind to parties hereto provided, however that both parties recognize and acknowledge the reserved inherent administrative authority of the Select Board to supervise and regulate the position of Police Chief, in the public interest, and to add to such duties and responsibilities as necessary for the public welfare and to promulgate further rules and regulations consistent with the intent and purpose of Article III section 3-11 of the Code.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument on the date and year set forth below.

TOWN OF SOUTHBOROUGH
BY ITS SELECT BOARD

Kathryn Cook
Kathryn Cook, Chair

Kathryn Cook, Chair


Andrew Dennington, Vice Chair

Andrew Dennington, Vice Chair

POLICE CHIEF

Ryan Newell
Ryan Newell

DATE: 3/5/25

Maguerite Landry
Maguerite Landry

Maguerite Landry

Al Hamilton

Sam Stivers

DATE: 3-4-2025

ATTESTED TO BY LABOR COUNSEL:

Kate Feodoroff, Attorney

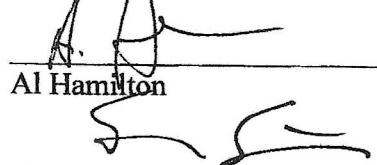
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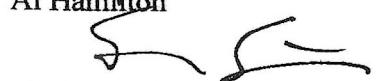
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TOWN OF SOUTHBOROUGH
BY ITS SELECT BOARD


Kathryn Cook, Chair

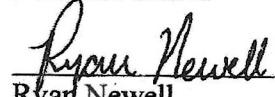

Andrew Dennington, Vice Chair


Maguerite Landry

Al Hamilton


Sam Stivers

DATE: 3-4-2025

POLICE CHIEF


Ryan Newell

DATE: 3/5/25

ATTESTED TO BY LABOR COUNSEL:


Kate Feodoroff, Attorney

DATE: 3/15/25