

**EMPLOYMENT AGREEMENT  
BETWEEN  
THE TOWN OF LEXINGTON, MASSACHUSETTS  
AND  
MARK CORR**

This Agreement is made and entered into this \_\_\_\_ day of April, 2009 pursuant to Chapter 753 of the Acts of 1968 as amended (the Selectmen-Town Manager Act), between the Town of Lexington (the "Town"), a municipal corporation within the Commonwealth of Massachusetts, acting by and through its Town Manager, and Mark Corr ("Chief Corr").

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

WHEREAS, The Town desires to provide certain benefits and establish certain conditions of employment for the Police Chief; and

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

WHEREAS, Mark Corr desires to undertake and perform the duties of said position of Police Chief of the Town according to the terms and conditions of this Contract and to use his best efforts, skills, abilities, and training to carry out his duties and responsibilities;

NOW, THEREFORE, the parties agree as follows:

- 1. Employment and Duties:** The Town hereby agrees to employ Chief Corr, and Chief Corr agrees to accept employment, as Chief of Police and Keeper of the Lockup. Chief Corr shall faithfully perform all duties assigned to him by the Town Manager in accordance with the Selectmen-Town Manager Act and any other local, state and federal laws, bylaws, rules, regulations and policies.
- 2. Appointment:** The Chief's appointment is made and governed by this Agreement, the Selectmen – Town Manager Act, G.L. c. 41, § 97, G.L. c. 41, § 1080, and G.L. c. 31.
- 3. Term:** The term of this Agreement ("Term") shall be for a period of three (3) years from the effective date. The Chief can terminate the agreement with 60 calendar days advance notice to the Town Manager.

After the expiration of this Agreement, its terms and conditions shall continue until a successor Agreement is executed. Notwithstanding the foregoing, this Agreement may be terminated at any time if the Chief is suspended or discharged pursuant to G.L. c. 31.

#### **4. Definitions:**

A day: For the purpose of calculating leave benefits in Sections 19 and 20, a day shall be defined as 7.5 hours.

Effective Date: The Effective Date shall be March 30, 2009.

**5. Compensation:** The Town agrees to pay Chief Corr for services rendered under this Agreement an annual salary as found in Attachment 1, Grade 303, Step 5, less applicable withholdings and deductions, payable in accordance with the Town's usual practice for payment to its employees. Subject to funding, Chief Corr's salary shall not be decreased during the Term of this Agreement, as long as Chief Corr holds the position of Chief of Police. In any fiscal year, Chief Corr shall be eligible for a cost-of-living adjustment to his salary by a percentage no less than that granted to other Town senior department managers, as approved by the Board of Selectmen.

This base salary shall be deemed to include Holiday pay. That is, no additional payments shall be made for holidays. The Chief, however, has no requirement to report to the Police Station on those holidays recognized by the Town.

Nothing in this agreement shall preclude Chief Corr from being eligible for any merit based pay/bonus program, related to his annual performance evaluation (see Section 17), established by the Town Manager for senior department managers.

The Town agrees, for the duration of this Agreement, to fund the Career Incentive Pay Program to the percentages stipulated in G.L. c. 41, § 108L, to the extent of its fifty percent (50%) contribution, and to pay the percentages to the extent of such contribution and the percent of state reimbursement received by it. The Town's payment of its contribution will be paid upon confirmation from the Massachusetts Department of Higher Education of compliance with § 108L. The payment of the state's contribution will be paid by the Town upon receipt of the funds to the Town's treasury. This provision of the Agreement shall not apply if § 108L is repealed by the legislature or if the Town revokes acceptance of that statute.

**6. Drug and Alcohol Testing:** The Chief of Police shall be subject to drug and alcohol testing requirements as are in place for other sworn police officers in the Department.

**7. Vehicle Use:** During the Term of this Agreement, the Town shall provide Chief Corr with an automobile for use in the performance of his official duties for the Town, and for commuting to and from work, which shall include limited incidental personal use (e.g., miscellaneous errands made on the way to and from work; personal appointments during the work day). Use of the Town vehicle is not allowed for regular personal use. Upon submission of reasonable and customary supporting documentation from Chief Corr, the Town shall reimburse Chief Corr for reasonable

out-of-pocket expenses for gasoline, tolls, parking and maintenance (Chief Corr understands that the Town may be required to report the value of his commuting use of the Town vehicle as income for tax purposes). Further, Chief Corr agrees to comply with any Town vehicle use policy that is not in conflict with this section.

**8. Cell phone Use:** During the Term of this Agreement, the Town shall provide Chief Corr with a cell phone for use in the performance of his official duties for the Town and for limited incidental personal use. Use of the Town cell phone is not allowed for regular personal use. Further, Chief Corr agrees to comply with any Town cell phone use policy that is not in conflict with this section.

**9. Hours of Work:** Chief Corr agrees to devote the amount of time and energy during the normal business hours that is reasonably necessary to faithfully perform the duties of this position. It is understood that Corr shall attend evening meetings as required or necessitated for the proper performance of his duties and functions, subject to the other provisions of this Agreement. In light of the foregoing, it is understood that Chief Corr is expected to devote substantial time outside of the Town's normal business hours to performing his duties, and to this end Chief Chief shall be permitted to adjust his work schedule during said normal business hours, provided that the business of the Town is not adversely affected by such adjustment in Chief Corr's work schedule, as determined by the Town Manager.

**10. Other Work:** Chief Corr, with the advance written approval from the Town Manager, may accept other Police service related assignments (e.g., teaching at the Police Academy or at a College or University) only to the extent that it does not interfere with the performance of his duties with the Lexington Police Department.

**11. Professional Development:** Chief Corr will have access to professional development opportunities. Reasonable reimbursement will be made for expenses incurred at professional activities, consistent with any training and travel policies adopted by the Town. Said expenses may include travel, registration fees, meals and lodging for conferences, including national and state professional association conferences and memberships in professional associations. All out-of-state professional development opportunities will require prior approval, in writing, by the Town Manager or designee.

**12. Other Reimbursements:** Chief Corr shall receive reimbursement for any expenses incurred up to a \$150 maximum per fiscal year in the performance of his duties or as a representative of the Town, including attendance by him at civic or social events.

**13. Uniform Allowance:** The Town shall provide the Chief with all uniforms and equipment as customary and reasonable.

**14. Discipline:** As long as G.L. c. 31 is applicable to the position of Police Chief, it shall govern any disciplinary matters that involve the Chief. If the position of Police Chief is removed from coverage under c. 31, the following procedures will apply:

- A. Suspension/Discharge for Cause. The Town Manager may suspend or discharge the Chief for Cause, upon proper notice and only after a hearing at which the Chief may be represented by counsel at his own expense. In the event that the Town terminates this Agreement for Cause, all compensation and benefits provided to Chief Corr by the Town pursuant to this Agreement or otherwise shall cease as of the date of termination, except that Chief Corr shall receive any salary earned but unpaid through the date of termination, including any accrued but unused vacation time.
  
- B. Termination by the Town for Other than Cause. The Town Manager may terminate this Agreement at any time for other than Cause. In the event that the Town Manager terminates this Agreement for other than Cause, all compensation and benefits provided to Chief Corr by the Town pursuant to this Agreement or otherwise shall cease as of the date of termination, except that Chief Corr shall receive payment for any salary earned but unpaid through the date of termination, including any accrued but unused vacation time. Further, Chief Corr shall continue to receive his monthly salary and benefits, but expressly excluding the accrual of vacation time, for a period of six months (the "Severance Benefit").

**15. Resignation:** Chief Corr may resign his employment under this Agreement at any time by submitting sixty (60) days' written notice to the Town Manager, provided that the Town Manager in his sole discretion may allow a lesser amount of time of notice. During the sixty-day notice period, Chief Corr may not take any vacation leave unless expressly permitted by the Town Manager in writing. In the event that Chief Corr resigns, all compensation and benefits provided to Chief Corr by the Town pursuant to this Agreement or otherwise shall cease as of the effective date of resignation, except that Chief Corr shall receive payment for any salary earned but unpaid through the effective date of resignation, including any accrued but unused vacation time.

**16. Death:** If termination is caused by the death, all compensation and benefits due the Chief as of the date of his death shall be made to his estate and this Agreement shall cease.

**17. Performance Evaluation:** The Town Manager or designee shall review and evaluate Chief Corr after six months from the effective date of this Agreement and then at least once annually during the Term of this Agreement, regardless of his step rate in the compensation plan. This evaluation shall include goals objectives and other performance indicators developed jointly by the Town Manager or designee and Chief Corr. Chief Corr will be eligible for a merit pay increase, which will be in addition to any COLA awarded on July 1, 2009 or other date, no later than July 1,

2010. Based on subsequent annual performance evaluations, Chief Corr shall be eligible, in the Town Manager's discretion, for a merit pay increase each July 1 (in addition to any COLA's granted to senior department managers) until the maximum pay is reached. Failure of the Town Manager to conduct the performance evaluation shall not prejudice the Town in any way.

**18. Medical/Dental and Other Benefits:** Chief Corr shall be eligible for the same medical/dental, life insurance, flexible-spending and all other benefits as offered to other Town employees. The Town's contribution rate and the plan design for these benefits may change from time-to-time as negotiated by the Employee Health Coalition.

**19. Vacation:** As of the Effective Date of this Agreement, Chief Corr shall be credited with his current balance of 352.5 hours of vacation time, flex time and personal leave (earned as a member of Local 501). In addition to these vacation days, beginning on January 1, 2010 the Town shall provide Chief Corr with 40 days annually of paid vacation time, which shall accrue monthly, on the first day of each subsequent month. Said vacation time shall accrue at a rate of 26.67 hours per month (forty vacation days is five Holyoke weeks, equaling 35 days, plus 5 vacation days for pre-2001 police officers).

Up to five weeks (35 days) of vacation may be carried over from one year to the next with the written approval of the Town Manager. Carrying over more than five weeks vacation will be allowed in extraordinary circumstances with the written approval of the Town Manager.

Chief Corr may, at his option, sell back in December of each year up to seven (7) unused vacation days, paid at the current daily salary.

Upon retirement or termination of employment, Chief Corr shall receive payment equal to the amount of vacation pay he would have received had the termination not occurred. If termination is caused by death, such payment shall be made to Chief Corr's estate.

**20. Sick Leave:** As of the Effective Date of this Agreement, Chief Corr shall be credited with his current balance of 1012.5 hours of sick leave, earned as a member of IBPO Local 501. Chief Corr shall receive sick leave of 1.25 days per each calendar month worked as Chief, up to a total of 15 work days each year. Unused sick leave will accumulate year to year to a maximum of 135 days. If Chief Corr, upon retirement, has maintained during each of the prior 36 months of employment 120 days of unused sick leave, and met or exceeded the sick leave performance standard of no more than five sick days per each 12 month period for the prior 36 months of employment, excluding time used during this period for any long-term illness or injury, he shall receive a one-time Employee Attendance Incentive Payment of \$3,000.

Sick Leave Bank: Chief Corr is eligible for extended sick leave consistent with the Administrative Directive #5 established for senior department managers.

**21. Injured on Duty Leave:** As a sworn police officer, Chief Corr shall be entitled to injured-on-duty benefits pursuant to Chapter 41, § 111F of the Massachusetts General Laws and any policies and procedures applicable to other Lexington police officers.

**22. Holidays:** The following days shall be recognized:

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

Chief Corr will receive his regular base pay for the above legal holidays and has no other requirement to report to the Police Station on those Holidays recognized by the Town.

**Floating Holiday:** Chief Corr shall have one (1) additional day per year to be taken at any time.

Any use of time off for religious holidays shall be charged to Chief Corr's vacation leave or taken as leave without pay.

**23. Bereavement Leave:** Chief Corr will be granted up to a maximum of five (5) days of paid leave in the event of the death of a member of the immediate family. "Immediate" includes life-partner, child, mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, or any relative who resides as a member of his household.

**24. Jury Duty:** The Town has a policy of allowing employees to serve their communities by participating in jury duty in accordance with Massachusetts General Law. To encourage this participation, the Town provides protection against loss of income during required jury duty service. Chief Corr will be granted the necessary time off to fulfill this duty. He will be paid his regular compensation during the period required for such service, less any stipend paid to him for serving on jury duty.

**25. Family Medical Leave:** The Family Medical Leave Act of 1993 (FMLA) requires employers to provide up to twelve (12) weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons. FMLA leave will be granted in accordance with the Town's policy.

**26. Leave of Absence:** The Town Manager may authorize special leaves of absence with or without pay, for any period(s), not to exceed 26 weeks in any one calendar year, for the following purposes: attendance at college, university, business school or

other recognized training program for the purposes of training in subjects relating to the work of the employee and which will benefit the individual and the Town.

**27. Indemnification:** In accordance with G.L. c. 258, the Town shall indemnify and hold harmless Chief Corr against any claim, suit, or judgment by a reason of any act or omission, except an intentional violation of civil rights of any person, criminal conduct or intentional tort if, at the time of such act or omission, he was acting within the scope of his official duties.

**28. Notices:** Any and all notices required or permitted under this Agreement shall be sufficient if furnished in writing and given by delivery in hand or by registered mail, return receipt requested, addressed, if to the Town, to the attention of the Town Manager's office or to such other address as the Town may designate from time to time to Chief Corr, and, if to Chief Corr, to Chief Corr's last known residence. Notice shall be deemed given, if by personal delivery, on the date of such delivery or, if by registered mail, on the date shown on the applicable return receipt.

**29. Waiver:** No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

**30. Governing Law:** This Agreement shall be construed under, and governed by, the laws of the Commonwealth of Massachusetts, without regard to any choice of law principal that would dictate the application of the laws of another jurisdiction.

**31. Contract Terms Subject To Appropriation:** Chief Corr understands and agrees that all compensation and benefits provided under this Agreement are subject to appropriation from year to year by the Town Meeting. In the event the Town does not vote to fund the monetary provisions, the parties shall attempt to renegotiate this Agreement's relevant provisions.

**32. General Provisions:**

- A. This Agreement shall become effective as of the Effective Date.
- B. Except as expressly provided herein, this Agreement may not be amended, supplemented, revised or otherwise modified except by a writing signed by the parties hereto.
- C. For purposes of the Fair Labor Standards Act, Chief Corr shall be deemed an exempt employee.
- D. If any provision of this Agreement shall, for any reason, be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

- E. Chief Corr obligations and duties under this Agreement shall be personal and shall not be assignable or delegable by him in any manner whatsoever. This Agreement shall be binding upon and shall inure to the benefit of Chief Corr and his executors, administrators, heirs, successors and permitted assigns, and upon the Town and its successors and assigns.
- F. This Agreement constitutes the entire understanding and agreement between the parties and supercedes all prior understandings and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as a binding contract as of the date first written above.

Town of Lexington Acting By  
And through its Town Manager

\_\_\_\_\_  
Carl F. Valente                      Date

\_\_\_\_\_  
Mark Corr, Chief of Police      Date