

5/31/95

**EMPLOYMENT AGREEMENT**

This agreement made by and between the Charter Township of Mount Morris, a Charter Township organized and existing under the Laws of the State of Michigan, herein called the Employer, and \_\_\_\_\_, herein called the Employee, in the County of Genesee, State of Michigan and in consideration of the mutual covenants set forth herein agree as follows:

**SECTION I -- ACCEPTANCE OF EMPLOYMENT**

The Employer agrees to contract with the Employee and the Employee agrees to accept employment in the position of Chief of Police for the Charter Township of Mount Morris during the term of this Agreement in accordance with the conditions set forth. The term of this employment shall be for a period of one (1) year from June 1, 1994.

**SECTION II -- GENERAL STATEMENT OF AGREEMENT**

1. The Employee agrees to faithfully perform the duties of the position of Chief of Police and not to accept any other part or full time employment during the term of this Agreement.

2. The Employer recognizes that the position of Chief of Police is an extraordinarily sensitive one relative to the enforcement, regulatory, investigative, and administrative responsibilities of that office; that these legitimate occupational peculiarities are often of an adversary nature; that the employee's operational capabilities are severely constrained by constitutional, statutory, judicial and contractual mandates as regards fundamental due process of law;

3. The Employee recognizes that the responsibilities of the position of Chief of Police places him in the public view far beyond that of other public employees and hereby agrees to maintain the integrity of his public and private affairs.

4. The Employee shall maintain the public trust and take notice of the sensitive, discreet, and confidential nature of public safety;

5. The Employer maintains the right to establish policy, and the Employee to implement policies established by the Board of the Charter Township of Mount Morris.

*MT. MORRIS TOWNSHIP*

### SECTION III - GENERAL STATEMENT OF DUTIES

1. Recommends to the Township Supervisor and Board, policies and procedures to maintain or establish effective enforcement of laws and ordinances.
2. Plans, directs, and manages the operation of the police department by coordinating functions and activities to attain effective law enforcement.
3. Develops and implements administrative policies designed to maintain or increase the general efficiency and effectiveness of the police department.
4. Meets and confers with citizens, groups, and representatives of organizations to discuss departmental activities and matters of public interest. May represent the Township Supervisor and/or Board in explaining Township policy and procedures to the citizens in regards to law enforcement and police department.
5. Initiates research studies and surveys to provide the basis for implementing change and the most effective and efficient assignment of police personnel.
6. Directs the preparation and revision of rules and regulations for the police department and their enforcement.
7. Supervises, administers, and reviews the handling of more difficult or critical situations in which police department personnel are involved, such as shootings involving police personnel, misconduct, and directs appropriate action.
8. Seeks updated training aids and assigns officers to in-service training sessions.
9. Attends Board meetings, as required by the Township Supervisor or Board, to provide statistical data, recommend or explain police department policy, or to appear for any other inquiry or request from the Supervisor and/or Board.
10. Investigates citizen complaints regarding actions of police personnel.
11. Works under the general supervision of the Township Supervisor who reviews work and actions for compliance with the Charter, Laws, and Ordinances, and this Agreement.

12. Shall be in Police Uniform except at those times when, at the discretion of the Employee, a uniform is not appropriate dress.

13. Shall be a resident of the Charter Township of Mount Morris within the period of time specified by Resolution of the Board of the Charter Township of Mount Morris.

14. Directs, review, maintains oversight, control, and assists in the preparation of the Police Department Budget in cooperation with the Township Supervisor, Board, Treasurer and/or Finance Director.

15. Performs related work as required by the Township Supervisor and/or Board.

#### SECTION IV - TERMINATION

1. The Employer and Employee agree that this Agreement may be canceled as follows:

A. Upon written mutual agreement, cancel this Agreement upon such conditions as may be acceptable to each of said parties; or

B. The Employer may cancel this Agreement, at will, upon payment to the Employee of six (6) months gross salary as severance pay; and

C. If this Agreement is canceled pursuant to either A or B of this Section, the Employer shall grant the Employee the option of returning to the Police Department at the position of police officer, with pay equal to total accumulated seniority of that classification.

D. If the Employee is convicted of any violation of Local, State, or Federal Laws during the term of this Agreement, the Employer shall have the authority to terminate this Agreement and without obligation for payment of severance pay.

E. The Employee agrees to provide the Employer with thirty (30) days of written notice in the event of resignation.

**SECTION V -- COMPENSATION**

1. The Employer shall pay the Employee an annual sum of \$48,000 (Forty Eight Thousand Dollars).
2. In the event that this contract is automatically renewed, pursuant to provisions of this Agreement, the Employer agrees to pay the Employee at the same rate as the Employee's final compensation at the date of renewal.

**SECTION VI -- FRINGE BENEFITS**

1. The Employer agrees to provide the Employee the following fringe benefits:
 

A. Life Insurance	G. Bereavement Pay
B. Retirement Plan	H. Longevity Pay
C. Health/Medical Insurance	I. Prescription drug
D. Separation Allowance	J. Paid Vacation
E. Paid Holidays	K. Dental Plan
F. Sick Leave Insurance	

2. The Employer further agrees to provide said fringe benefits at a level equal to the Command Officers collective bargaining Agreement within the Police Department, and to provide such additional benefits as negotiated by the Command Officers collective bargaining agreement.

**SECTION VII -- TERM OF EMPLOYMENT**

1. This Agreement shall be effective for a period of one year, commencing on the 1st day of June, 1994 and expiring on the 31st day of May, 1995.
2. At the expiration date if no negotiations for a new Agreement are commenced by the Employer or Employee within ninety (90) days of the expiration date of this Agreement, this Agreement shall be automatically renewed for a period of one (1) year and may be renewed annually under the same conditions as stated within this Section, subject to the conditions of termination as contained in Section IV of this Agreement.

**SECTION VII -- WHOLE AGREEMENT**

1. This Agreement constitutes the entire Agreement between the Employer and Employee and shall only be Amended in writing and with the approval of the Charter Township of Mount Morris Board.

In Witness Whereof, the parties hereto have executed this Agreement on the day of \_\_\_\_\_, 1994.

**EMPLOYER -- CHARTER TOWNSHIP OF MOUNT MORRIS**

**WITNESS**

By: \_\_\_\_\_  
Larry E. Foster, Supervisor

\_\_\_\_\_

By: \_\_\_\_\_  
OnaLee Strauer, Clerk

\_\_\_\_\_

**EMPLOYEE -- MICHAEL DUNKLEE**

**WITNESS**

By: \_\_\_\_\_  
Michael Dunklee, Employee

\_\_\_\_\_