

## **EMPLOYMENT AGREEMENT**

This agreement made and entered into this 20th of November \_\_\_\_\_, 2023 by and between the Town of Exeter, a municipal corporation formed under the laws of the State of New Hampshire, and Russell J. Dean, of Exeter, New Hampshire an individual who has the education, training and experience in local government to serve as Town Manager, both of whom agree as follows:

WHEREAS, the Town of Exeter (hereinafter the "Town") wishes to continue and extend the employment of Russell J. Dean as Town Manager under the terms herein; and

WHEREAS, Russell J. Dean (hereinafter the "Manager") desires to continue employment as Town Manager of the Town of Exeter; and

WHEREAS, it is the desire of the Board of Selectmen, (hereinafter the "Board") to provide certain benefits, establish certain conditions of employment, and to set the working conditions of said Manager.

NOW, THEREFORE, in consideration of mutual covenants herein contained, the parties agree as follows:

### **Section 1 - Term**

A. The term of this Agreement shall be for a period of one year from December 28, 2023, through December 27, 2024, unless terminated sooner by either party as set forth in Section 10 below or unless the town meeting votes to terminate the Town Manager form of government prior to expiration of this Agreement. If the voters at Town Meeting 2024 vote to terminate the Town Manager form of government, this Agreement will terminate in accordance with RSA 37:15.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of the Manager at any time, subject only to the provisions set forth in Section 10 of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Manager to resign at any time from his position with the Town, subject to only the provisions set forth in Section 10 of this Agreement.

D. Within the period six months before the expiration of this Agreement, the Town Manager and Board shall meet to discuss a successor Agreement.

### **Section 2- Duties and Authority**

A. The Town hereby agrees to employ the Manager to perform the functions and duties of Town Manager as enumerated in NH RSA 37:6 and to perform other legally permissible and proper duties and functions as assigned by the Board including

those set out in the job description for the Exeter Town Manager, a copy of which is attached as EXHIBIT A to this Agreement and incorporated herein. The job description may be amended by the Board from time to time.

B. The Manager shall faithfully perform the duties of Town Manager as prescribed in the job description and RSA 37:6 as well as any other duties as may lawfully be assigned by the Town. Manager shall comply with all lawful governing body directives, Town policies, rules and ordinances as they may exist or be hereafter amended and with state and federal laws.

C. In all matters, the Manager shall be subject to the direction and supervision of the Board. The Manager shall have access to all books and papers and electronic data or information necessary for the proper performance of his duties.

D. During all times of his employment with the Town as Town Manager, Manager agrees to remain in the exclusive employ of the Town. Upon request, the Board may approve, at its sole discretion, the Manager's request to perform outside work such as consulting, teaching or publication. Any consulting, teaching or publication by Manager must be expressly approved by the Board prior to the Manager entering into any agreement engage in any such outside activities.

### **Section 3 – Hours of Work**

The Manger is the chief executive officer of the Town and is exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA"). He is therefore not eligible for overtime or compensatory time. It is recognized that the Manager must devote time outside the normal office hours on business for the Town, including attendance at meetings of the Board and other meetings as required. To that end, the Manager shall be allowed to establish an appropriate work schedule provided the Manager is available to work a minimum of forty (40) hours per week, thereby ensuring his continuing availability to the citizens of the Town and the Town's employees. The Manager's schedule shall be appropriate to the needs of the Town and shall allow Manager to faithfully perform his assigned duties and responsibilities.

### **Section 4: Compensation**

A. Base Salary: The Town agrees to pay Manager an annual base salary of \$154,000 which represents the current salary at Grade 20, Step 8 on the Town's compensation scale, payable in installments at the same time that the other management employees of the Employer are paid.

B. Except as otherwise provided in this Agreement, the Manager shall be entitled to the same level of benefits enjoyed by and/or available to other employees, department heads or general employees of the Town including health insurance, leave time, life insurance, disability insurance and participation in the New Hampshire

Retirement System. The Manager's accrual of leave benefits shall be based on his employment with the Town since 2005.

### **Section 5: Health, Disability and Life Insurance Benefits**

The Manager shall receive all benefits for himself and his dependents on an equivalent basis to that which is provided to all other employees of the Town of Exeter as set forth in the Exeter Personnel Policy and the plan documents commensurate with this original date of employment of March 1, 2005.

### **Section 6: Retirement**

The Town will continue to contribute on Manager's behalf to the New Hampshire Retirement System ("NHRS") for his participation as a Group I employee.

### **Section 7: General Business Expenses**

A. The Town agrees to budget and pay for professional dues and subscriptions of the Manager necessary and desirable for the Manager's continued professional growth, and for the good of the Town.

B. The Town also agrees to budget and pay for travel and subsistence expenses of Manager for short courses, institutes, and seminars that are necessary for the Manager's professional development and for the good of the Town, provided that prior written approval is obtained from the Board of Selectmen.

C. The Town recognizes that certain expenses of a non-personal, job-related nature may be incurred by the Manager, and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Town business is being discussed or conducted and participation in social events of various organizations when representing the Town. Such expenditures are subject to annual budget constraints and purchasing policies. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense of petty cash vouchers, receipts, statements or personal affidavits.

D. **Mobile Phone:** Recognizing the importance of communication when Manger is outside of the office or away from his desk, The Town shall provide Manager with a mobile smart-phone for his use when conducting town related business. Manager understands that as a public employee he has no expectation of privacy in connection with his use of Town equipment and that his communications may be subject to disclosure under New Hampshire's "Right to Know" law at RSA 91-A.

#### **E. Automobile and Mileage Allowance**

When the Manager uses his personal vehicle to perform his duties as Town Manager, he shall be reimbursed for all documented business miles at the IRS Mileage

Reimbursement Rate in effect at the time the mileage is incurred. Mileage incurred commuting to and from Town Offices from Manager's residence is not reimbursable.

### **Section 8: Performance Evaluation**

A. The Board shall review and evaluate the performance of the Manager annually in January. The annual evaluation process, at a minimum, shall include the opportunity for both parties to:

(1) jointly develop written goals and objectives which they determine are necessary or desirable for proper operation of the Town and the attainment of the Board's policy objectives.

(2) establish a relative priority among those various goals and objectives. The goals and time frames shall be attainable within the time limitations as specified and the annual capital budgets and appropriations provided. Time frames will be included in the written statement of goals and objectives. Attainment of goals within time frames specified shall be a primary consideration in the Manager's next evaluation.

(3) evaluate the Manager's performance and attainment of goals for the preceding year. The Chair of the Board shall provide the Manager with a written summary of the evaluation findings of the Board from the past evaluation period and the Manager shall be provided an adequate opportunity to respond in writing and discuss his evaluation with the Board. Salary adjustments may be considered by the Board at the time of evaluation.

B. Unless the Manager expressly requests otherwise in writing, the evaluation of the Manager shall at all times be conducted in non-public session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Town or the Manager from sharing the content of the Manager's evaluation with their respective legal counsel.

### **Section 9- Residency**

The Manager will establish or maintain residence in the Town of Exeter as a condition of obtaining or retaining employment as Town Manager for the Town of Exeter. This provision may be waived by the Board in the event of extenuating circumstances.

### **Section 10-Termination and Severance Pay**

A. The Town may terminate the employment of Manger for cause consistent with RSA 37. "Cause" includes but is not limited to:

1. A conviction of or a plea of guilty or nolo contendere by the Manager to any felony or to a misdemeanor involving fraud, embezzlement, theft, or dishonesty or other relevant criminal conduct whether or not against the Town; or

2. Habitual neglect of the Manager's duties or failure by the Manager to perform or observe any Town policy or other lawful obligation; or
3. Any material breach by the Manager of this Employment Agreement or failure to successfully complete any performance improvement plan implemented to address deficiencies.

B. The Manager may voluntarily resign his position before the expiration of this Agreement with a sixty (60) day notice period unless the parties agree to another time period.

C. In the event Manager's employment is terminated for any reason other than elimination of the town manager form of government, Manager shall not be entitled to severance and shall be bound by the terms of the Town Personnel Policies regarding payout of annual or sick leave upon departure.

#### **Section 11: Indemnification**

The Town shall provide the Manager with Public Officials Liability Insurance and, subject to the provisions of such insurance coverage, shall defend, save harmless and indemnify the Manager against any tort, professional liability claim or demand, or other legal action arising out of alleged acts or omissions occurring within the scope of the Manager's duties as Town Manager to the full extent permitted by RSA 31:105 and RSA 31:106.

#### **Section 12: Bonding**

The Town shall bear the full cost of any fidelity or other bond required of the Manager under the provisions of RSA 37.

#### **Section 13: Appointment of acting Town Manager and other terms and conditions of employment**

A. The Town shall fix any such other terms and conditions of employment, as it may determine from time to time are necessary, relating to the performance of the Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, local ordinances or any other law.

B. In the event the Manager is absent from the Town for more than one week or otherwise unavailable to perform his duties, he may, with the consent of the Board, designate another Town employee to serve in his absence to perform duties in an acting capacity that the Manager would otherwise perform. The Manager's obligations under this Agreement are not otherwise assignable. The Board may on its own appoint an acting Town Manager in the absence or unavailability of the Manager to safely and competently perform his duties.

## **Section 14: Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

The Town: Chair, Board of Selectmen  
Town of Exeter Town Offices  
10 Front Street  
Exeter, NH 03833

Manager: Russell J. Dean  
8 Riverbend Circle  
Exeter, NH 03833

Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

## **Section 15: General Provisions**

A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Town and the Manager relating to the employment of the Manager by the Town. Any prior discussions or representations by or between the Town and Manager are merged into, and rendered null and void, by this Agreement. The Town and Manager by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. **Binding Effect.** This Agreement shall be binding on the Town and the Manager as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. **Effective Date.** This Agreement shall become effective upon the date of execution by both parties.

D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Town and Manager subsequent to the expungement or judicial modification of the invalid provision.

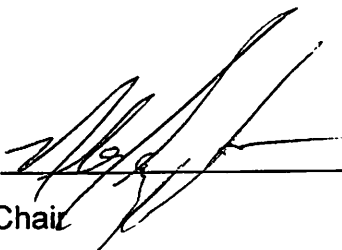
E. **Precedence.** The terms of this Agreement shall take precedence over contrary provisions of Board policies, Town ordinances or Town rules, regulations or

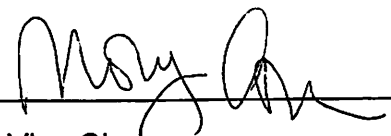
any permissive state or federal law unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Board's policies, or Town's ordinances, or Town's rules and regulations or any such permissive law during the term of this Agreement.

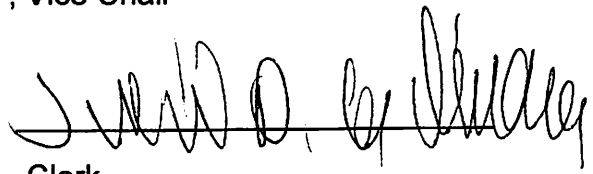
**F. Governing Law.** This Agreement is subject to all applicable laws of the State of New Hampshire and the rules, regulations and policies of the Board all of which are made a part of the terms and conditions of this Agreement as though fully set forth herein. Any dispute arising out of or under this Agreement shall be brought in a court of competent jurisdiction within the State of New Hampshire and shall be governed by the laws of the State of New Hampshire law without

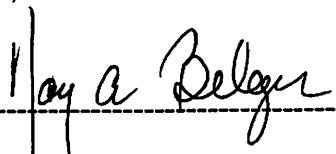
EXECUTED this 20<sup>th</sup> day of November, 2023.

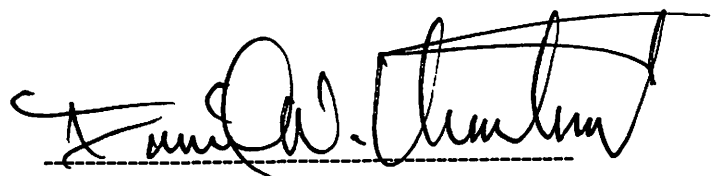
**TOWN OF EXETER  
SELECTBOARD**

By:   
\_\_\_\_\_  
, Chair

  
\_\_\_\_\_  
, Vice Chair

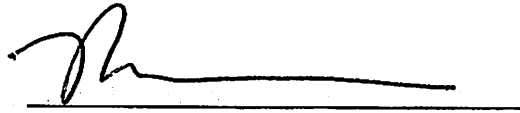
  
\_\_\_\_\_  
, Clerk

  
\_\_\_\_\_  
, Selectwoman

  
\_\_\_\_\_

, Selectman

**EMPLOYEE:**



A handwritten signature in black ink, consisting of a stylized initial 'J' followed by a long horizontal line, positioned above a solid horizontal line.