

**EMPLOYMENT AGREEMENT
TOWN OF HOOKSETT, NH AND
DEAN E. SHANKLE, JR.
As of August 12, 2015**

This agreement, made and entered into on August 12, 2015 and intended to become effective the 1st day of August, 2015, by and between the Town of Hooksett, NH, a municipal corporation, hereinafter called the "Town", and Dean E. Shankle Jr., hereinafter called the "Administrator", both of whom understand as follows:

WITNESSETH

WHEREAS, the Town desires to employ the services of Dean E. Shankle Jr. as Administrator of the Town of Hooksett as provided by Article 4 of the Hooksett Town Charter; and,

WHEREAS, it is the desire of the Town Council, hereinafter referred to as "the Council", to provide certain benefits, establish certain conditions of employment, and to set the working conditions of said Administrator; and,

WHEREAS, it is the desire of the Council to: (1) secure and retain the services of the Administrator and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring the Administrator's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Administrator, and, (4) to provide a just means for terminating the Administrator services; and,

WHEREAS, the Administrator accepts employment as Town Administrator of the Town of Hooksett;

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

Section 1 – Duties

The Town hereby agrees to employ Dean E. Shankle Jr. as Town Administrator to perform the functions and duties as specified in Section 4 of the Hooksett Town Charter (attached hereto). In all matters, the Administrator shall be subject to the direction and supervision of the Council and shall have general supervision of the affairs of the Town, shall be the administrative head of all departments of the Town government, and shall be responsible for the efficient administration thereof. The Administrator shall have access to all Town books and papers for information necessary for the proper performance of his duties and shall perform any other legally permissible and proper duties and functions as the Council shall from time to time assign.

Section 2 – Term

- A. The term of this Agreement shall be for a period from August 1, 2015 through June 30, 2020, unless the town meeting votes to terminate the form of government in which case this contract will terminate in accordance with RSA 37:15. Under this termination, provisions of Section 3 shall apply.

- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Administrator at any time, subject only to the provisions set forth in Section 3 of this agreement.

- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Administrator to resign at any time from his position with the Town, subject to only the provisions set forth in Section 4 of this Agreement.

- D. The Administrator agrees to remain in the exclusive employ of the Town from August 1, 2015 until June 30, 2020, and to neither accept other employment nor become employed by any other Town during this period unless the Administrator resigns or is terminated prior thereto.

The Administrator will not accept or engage in any outside employment or self employment which interferes with the proper performance of his duties, constitutes as a conflict of interest, or reflects discredit upon the Town. The Administrator will

not solicit or engage in any employment or self-employment during their regular working hours, nor will he use town vehicles, equipment, or facilities in the pursuit of performing outside employment.

Section 3 – Termination and Severance Pay

A. In the event that the Administrator is terminated by the Council before expiration of the aforesaid term of employment, and at such time the Administrator is willing and able to perform his duties under this Agreement, then in that event the Town agrees to pay the Administrator a cash payment equal to ninety (90) days aggregate salary, plus all accrued benefits, representing liquidated damages, as any calculation of damages would be difficult to ascertain. However, in the event that the Administrator is terminated for just cause, the Town shall have no obligation to pay the aggregate severance sum designated in this paragraph. "Just cause" is defined in the following three paragraphs:

1. A conviction of or a plea of guilty or nolo contendere by the Administrator to a felony or misdemeanor involving fraud, embezzlement, theft, or dishonesty or other criminal conduct whether or not against the Administrator or,
2. Habitual neglect of the Administrator's duties or failure by the Administrator to perform or observe any substantial lawful obligation of employment that is not remedied within ten (10) days after written notice thereof from the Council, or,
3. Any material breach by the Administrator of this contract, all in accordance with the removal provisions in the Town of Hooksett Charter.

B. In the event the Administrator voluntarily resigns his position with the Town before the expiration of the aforesaid term of his employment, then the Administrator shall give the Town a ninety (90) day notice in advance, unless the parties otherwise mutually agree.

Section 4 – Disability

If the Administrator is disabled or is otherwise unable to perform the essential functions of the job, with or without reasonable accommodations, because of sickness, accident, injury, mental incapacity or health, for a period beyond any accrued sick leave, the Council shall have the option to terminate the Administrator's employment, subject to the Family Medical Leave Act and Americans and Disabilities Act, as they may apply. However, the Administrator shall be compensated for any accrued vacations, holidays, and other accrued benefits.

Section 5 – Salary

The Town agrees to pay the Administrator for his services rendered pursuant to an annual salary of Ninety-Five Thousand, Eight Hundred Eighty-Three Dollars and Sixty-Three Cents (\$95,883.63) payable in installments at the same time as other employees of the Town. There may be an increase of up to five percent (5%) after each annual performance evaluation in June, commencing June 2016, as determined by the Council to be effective July 1st.

Section 6 – Performance Evaluation

A. The Council shall review and evaluate the performance of the Administrator annually in June. Said review and evaluation shall be in accordance with the specific criteria which as a minimum will include a written statement of goals and objectives developed jointly by the Council and the Administrator. Said criteria may be added to or deleted from as the Council may from time to time determine in consultation with the Administrator. Further, the Chairperson of the Council shall provide the Administrator with a written summary statement of the findings of the Council and provide an adequate opportunity for the Administrator to respond in writing and to discuss his evaluation with the Council. The Council may consider a salary change at the time of the evaluation.

B. Annually in June, the Council and the Administrator shall define such goals and performance objectives which they determine necessary for the proper operation of the Town and the attainment of the Council's policy objectives, and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating capital budgets and appropriations provided, and shall be primary consideration in the Administrator's evaluation.

Section 7 – Hours of Work

The Administrator recognizes that he must devote a great deal of time outside the normal office hours to the business of the Town. The Administrator is expected to devote the time necessary to accomplish his duties and goals and, as a salaried employee, shall receive no additional compensation. At a minimum, the Administrator shall be expected to work forty (40) hours per week, thereby ensuring his continuing availability to the citizens of the town and the town's employees, attend meetings of the Council, and other meetings as required. The Council agrees that the Administrator may adjust his regular workweek to reasonably balance out these additional hours. For example, the Council shall allow the Administrator reasonable time off from normal duties to offset the extended hours associated with attending evening meetings. The Town shall not be responsible to pay for overtime or compensatory time, and there shall be no accumulation of compensatory time.

Section 8 – Residency

The Administrator shall not be required to establish or maintain residency in the Town of Hooksett as a condition of obtaining or retaining employment as Town Administrator for the Town of Hooksett.

Section 9 – Automobile and Mileage Allowance

The Administrator shall have exclusive usage of a Town vehicle throughout the term of this agreement as may be necessary to perform his duties and responsibilities. This vehicle shall be and remain property of the Town.

Section 10 – Vacation and Sick Pay

In year 1 and year 2 the Administrator is entitled to twenty (20) days of vacation and nine (9) days of sick leave in each of these years of the agreement. In year 3, year 4 and year 5 the Administrator is entitled to twenty-five (25) days of vacation and nine (9) days of sick leave in each of these years of the agreement. The Administrator may have no more than thirty (30) days of vacation leave at any given time; use it or lose it. The Town Council must be notified of any vacation leave. Sick leave cannot be carried over from year-to-year. The year of the agreement is defined as of July 1st to June 30th.

Section 11 – Health, Disability and Life Insurance

The provisions of the Hooksett Personnel Plan, rules and regulations covering health and dental insurance, life insurance, disability insurance shall apply to the Administrator starting with the date of this contract. Should the Town Administrator end employment due to retirement from the Town, he shall have health and dental insurance benefits available to him and his spouse at the same regulations covering NHRS Group I retirees (see attached Exhibits A & B for details on retirement).

Section 12 – Retirement

The Town agrees to contribute the amount required by the NH State Retirement System as the Group I “employer’s share” of the total contribution necessary to satisfy the Administrator’s participation in said Retirement System or will contribute an amount equal to the current Group I employer rate of gross annual salary to a 457 retirement fund, such as ICMA Retirement Corp.

Section 13 – Dues, Memberships, Subscriptions and Professional Development

The Town agrees to provide a reasonable sum in the annual budget for the Administrator to maintain membership and participation in various professional organizations and to pay reasonable fees and travel expenses relative to the Administrator's attendance at seminars, courses and other continuing education activities directly related to the position of Town Administrator and/or the affairs of the Town.

Section 14 – General Expenses

The Town recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by the Administrator and hereby agrees to reimburse or to pay said general expenses as may be pre-approved and/or budgeted.

Section 15 – Computer and Cell Phone

The Town agrees to provide the Administrator with a laptop computer programmed to connect to the Town's server and compatible business software along with tech support and maintenance. The Administrator will have exclusive use of said laptop throughout the term of this agreement; however, it shall be and remain property of the Town. The Administrator agrees that, for personal convenience, he will utilize his personal cell phone for business calls at no expense to the Town throughout the term of this Agreement.

Section 16 – Indemnification

The Town shall provide the Administrator with Public Officials Liability Insurance and, subject to the provisions of such insurance coverage, shall defend, save harmless and indemnify the Administrator against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of alleged acts or omissions occurring within the scope of the Administrator's duties as Town Administrator. The Town shall have no duty to defend, save harmless or indemnify the Administrator for any act or omission constituting bad faith or done with malicious intent. Additionally, to the extent that the Town may require the Administrator to secure a bond

similar to the bond required of Town Managers under the provisions of NH RSA 37, the Town shall pay the cost of providing said bond.

Section 17 – Appointment of Acting Town Administrator

In the event that the Administrator is absent from the Town or otherwise unavailable to perform his duties, he may, with the consent of the Council, designate another Town employee to serve as Acting Town Administrator in his absence.

Section 18 – Notices

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

1. Town: Chair, Town Council
 Town of Hooksett
 Town Offices
 35 Main Street
 Hooksett, NH 03106

2. Administrator: Dean E. Shankle Jr.
 PO Box 825
 Milford NH 03055

Alternatively, notices required pursuant to the Agreement may be personally served in the same manner as is applicable to civil judicial practice. 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 19 – Personnel Policy Not to Apply

It is explicitly understood and agreed by the Town and Administrator that the Town's Personnel Plan shall not apply to the relationship between the Town and the Administrator contemplated hereby, with the exception of Section 11 in this Agreement that incorporates the provisions of the Personnel Plan.

Section 20 – General Provisions

- A. The text herein shall constitute the entire Agreement between the parties. Nothing herein shall prohibit the parties from negotiating in good faith any issue that may arise regarding the terms and conditions of the Administrator's continued employment. Any amendment of this Agreement must be in writing and signed by the parties.

- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Administrator.

- C. This Agreement shall become effective August 1, 2015.

- D. If any provisions or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS THEREOF, The Town of Hooksett has caused this Agreement to be signed and executed both in duplicate, for the day and year first above written.

Town Administrator:

Town Councilor:



Dean E. Shankle Jr.
Dated: August 12, 2015



James Sullivan, Chairperson
On Behalf of the Hooksett Town Council
Dated: August 12, 2015

Exhibit A
TITLE VI
PUBLIC OFFICERS AND EMPLOYEES

CHAPTER 100-A
NEW HAMPSHIRE RETIREMENT SYSTEM

Medical Benefits

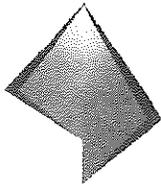
Section 100-A:50

100-A:50 Medical Insurance Coverage. –

I. Every political subdivision of the state that provides for its active employees any group medical insurance or group health care plan, including but not limited to hospitalization, hospital medical care, surgical care, dental care, or other group medical or health care plan, shall permit its employees upon retirement to continue to participate in the same medical insurance or health care group or plan as its active employees. Retired employees shall be deemed to be part of the same group as active employees of the same employer for purposes of determining medical insurance premiums. Coverage for spouses, other family members and beneficiaries of retirees shall also be permitted to the extent that coverage is provided for the spouses, other family members and beneficiaries of active employees. Present retirees not covered shall be permitted to rejoin the active employee health insurance or health care group. Persons retired prior to July 1, 1988, shall be given the opportunity to rejoin the group during a 2-year period, beginning on July 1, 1989, and ending on July 1, 1991. Such persons shall continue to participate in the same coverage as active employees without any benefit waiting period.

II. Each political subdivision, as employer, may elect to pay the full cost of group medical insurance or health care coverage for its retirees, or may require each retiree to pay any part or all of the cost of the retiree's participation. Such election may be made separately for retirees from different job classifications.

Source. 1988, 191:5. 1989, 348:2. 1990, 277:5, eff. July 1, 1990.



NHRS

New Hampshire Retirement System

Group I (Employee and Teacher) Member Benefits

For members hired on or after July 1, 2011

Here is a basic summary of Group I (Employee and Teacher) benefits for members hired on or after July 1, 2011. In some cases, additional requirements may apply for certain benefits. Further information is available online at www.nhrs.org. *Note: if you are viewing this document online, the underscored items contain links to additional information.*

Retirement Terms

Vesting

Members become vested for retirement benefits upon the earlier of: (1) completion of 10 years of NHRS Creditable Service; or (2) on or after attainment of the NHRS normal retirement age while in service, regardless of years of Creditable Service.

Retirement

This is not the same as "termination" or the last day of employment. In order to begin collecting a lifetime pension, members must file a retirement application with NHRS and meet certain deadlines.

Accumulated Contributions

The total amount a member has paid into the retirement system plus credited interest. Employer contributions are not included.

In Service

Members will be considered in service if both the member and employer are actively contributing to NHRS and the member is earning Creditable Service. Members may also be considered in service for certain benefits if employment is suspended as a result of the Family Medical Leave Act, workers' compensation, or active military duty.

Creditable Service

The number of months and years of service credit earned as an NHRS member. Creditable Service is one of the factors used to calculate the pension benefit.

Service Credit

Members may be eligible to increase their amount of Creditable Service through purchasing one or more types of service credit.

Average Final Compensation (AFC)

The average of a member's five highest years of Earnable Compensation in NHRS-covered employment. AFC may be subject to Earnable Compensation limits and other statutory provisions. AFC is one of the factors used to calculate the pension benefit.

About NHRS

The New Hampshire Retirement System (NHRS, the retirement system) is a defined benefit plan. That means the plan provides lifetime pension benefits that are determined at retirement under a formula prescribed by law, not based on investment returns or contributions. NHRS benefits are funded by member contributions, employer contributions, and net investment returns.

All benefits are set by state law (RSA 100-A). NHRS is also governed by administrative rules and policies, and the Internal Revenue Code.

Retirement Benefits

Service Retirement

Group I members can retire at the age of 65 regardless of their years of Creditable Service.

Benefit formula

- Member's AFC divided by 66 then multiplied by Creditable Service. (example: AFC of \$30,000 + 66 = \$455; \$455 x 30 years of service = \$13,636)

Early Retirement

Members with at least 30 years of Creditable Service may retire between the ages of 60-64.

Early Retirement results in a permanently reduced pension. The reduction is 1/4% per month for each month prior to age 65 the pension commences.

Vested Deferred Retirement

Members with at least 10 years of Creditable Service who terminate their NHRS-covered employment prior to attaining Service Retirement eligibility may begin collecting a pension at age 65 as long as the member's Accumulated Contributions have not been withdrawn. Vested Deferred members with 30 years or more of Creditable Service may begin collecting a permanently reduced pension between the ages of 60-64 at the Early Retirement reduction factor (above).

Disability Retirement

Members who are no longer able to perform the duties of their NHRS-covered employment due to an incapacity (either mental or physical) that is likely to be permanent may qualify for a Disability Retirement benefit. There are two types of disability benefits, both of which are subject to independent medical review.

Ordinary Disability is a non job-related permanent incapacity. Members must have 10 or more years of Creditable Service to qualify for the benefit.

Accidental Disability is a job-related permanent incapacity. There is no minimum service required to qualify.

**EMPLOYMENT AGREEMENT
TOWN OF HOOKSETT, NH AND
DEAN E. SHANKLE, JR.
ADDENDUM #1**

This agreement, made and entered into on __September 23, 2015__ and intended to become effective the 23rd day of September, 2015, by and between the Town of Hooksett, NH, a municipal corporation, hereinafter called the "Town", and Dean E. Shankle Jr., hereinafter called the "Administrator", both of whom understand as follows:

In consideration of the mutual covenants contained in the original contract effective August 1, 2015, the parties agree to amendment(s) of the following section(s):

Section 2 – Term

- A. The Term of this Agreement shall be for a period from August 1, 2015 through June 30, 2018, unless the town meeting votes to terminate the form of government in which case this contract will terminate in accordance with RSA 37:15. Under this termination, provisions of Section 3 shall apply.
- D. The Administrator agrees to remain in the exclusive employ of the Town from August 1, 2015 until June 30, 2018, and to neither accept other employment nor become employed by any other Town during this period unless the Administrator resigns or is terminated prior thereto.

Section 10 – Vacation and Sick Pay

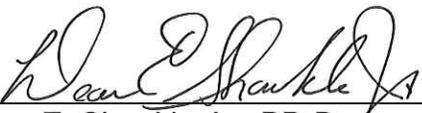
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**EMPLOYMENT AGREEMENT
TOWN OF HOOKSETT, NH AND
DEAN E. SHANKLE, JR.
ADDENDUM #1**

IN WITNESS THEREOF, The Town of Hooksett has caused this Agreement to be signed and executed both in duplicate, for the day and year first above written.

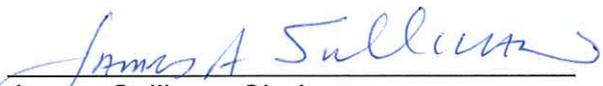
Town Administrator:

Town Councilor:



Dean E. Shankle Jr., PD.D.

Dated: September 23, 2015



James Sullivan, Chairperson

On Behalf of the Hooksett Town Council

Dated: September 23, 2015