

EMPLOYMENT AGREEMENT  
TOWN OF BOW AND DAVID L. STACK

This Agreement is made and entered into this 1st day of February, 2023, by and between the Town of Bow, a municipal corporation, with an address of 10 Grandview Road, Bow, NH 03304, (hereinafter called "Town") and David L. Stack, 88 Pillsbury Street, Concord, NH 03301 (hereinafter called "Employee") an individual who possesses the necessary education, training and experience in local government to perform the duties of his office, both of whom agree as follows:

The Town of Bow wishes to continue and extend the employment of David L. Stack as Town Manager of the Town of Bow, New Hampshire, to exercise all of the duties and responsibilities provided under RSA Chapter 37; and

The Town and David L. Stack wish to memorialize their Agreement relative to employment, benefits and responsibilities.

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

**Section 1: Duties and Authority**

- A. David L. Stack will hold the position of Town Manager.
- B. As Town Manager, the Employee will serve as the chief executive officer of the Town and shall faithfully perform the duties as specified in NH RSA Chapter 37 and in compliance with all lawful governing body directives, state and federal law, Town policies, rules and ordinances. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee. Employee shall be subject to the direction and supervision of the governing body in all matters.
- C. It shall be the duty of the Employee to employ on behalf of the Town all other employees of the organization consistent with the policies of the governing body of the Town and to direct, assign, reassign and evaluate all of the employees of the Town consistent with the policies of the governing body of the Town and in accordance with state and federal law.
- D. It shall be the duty of the Employee to organize, reorganize, arrange, and structure the staff of the Town and to develop and establish internal regulations, rules, and procedures which the Employee deems necessary for the efficient and effective operation of the Town consistent with the Town Code and policies of the governing body of the Town.
- E. It shall be the duty of the Employee to act as the recipient of all resignations of employees of the Town consistent with Town Code and policies of the governing body of the Town, and to accept those resignations in such circumstances where Employee determines it to be reasonably appropriate.

**Section 2: Term**

- A. The term of this Agreement shall be three (3) years, beginning July 1, 2023 and terminating on June 30, 2026.



- B. The Town, on or before December 1, 2025, shall notify the Employee, in writing, as to whether or not it wishes to commence negotiations on a successor agreement. Should the Town provide less than one hundred and eighty (180) days' notice of an intent not to renew this Agreement, the Town shall pay the Manager one month's pay and benefits for each month or portion of a month that falls within the one hundred and eighty (180) day period prior to the Manager's receipt of proper notification. The intent of this provision is to ensure that the Manager receives at least one hundred and eighty (180) days' pay and benefits after being notified of an intent not to renew this Agreement.
- C. If the Town provides to the Employee notice of its intention not to renew this agreement, then the Agreement shall terminate at the end of its term, without penalty or prejudice against the Employee or the Town. All compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement.
- D. In the event that the Town gives notice indicating its desire to commence negotiations for a successor agreement, the parties hereto shall meet and attempt to conclude negotiations no later than February 1, 2026. In the event that the parties have not successfully concluded their negotiations by February 1, 2026, then this agreement shall expire on June 30, 2026 and all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement.

### Section 3. Salary

- A. Town agrees to pay Employee a base annual salary of \$131,715. The Town agrees to increase the compensation by 3% on July 1, 2024 and July 1, 2025.
- B. The position of Town Manager shall be considered an exempt, salaried position under the Fair Labor Standards Act, and the Employee shall not be entitled to overtime compensation for any hours worked in excess of 40 hours in a work week.

### Section 4: Benefits

- A. **Medical, Dental, Disability, and Life Insurance:** The Employee shall be entitled to the same medical, disability, and dental benefits which are provided to all other Town employees. The Town's contribution toward the premiums for said insurance benefits shall be the same as that provided to all other Town employees. The Town shall also provide term life insurance for the Employee in an amount equal to the Employee's annual base salary, including all increases in the base salary during the life of this agreement.
- B. **Retirement:** The Employee shall participate in the New Hampshire State Retirement System and the Town shall contribute to the Employee's retirement as required by state law. In addition to the Town's payment to the state system referenced above, the Town agrees to execute and keep in force all necessary agreements provided by MissionSquare (formerly ICMA RC) for the Employee's participation, or continued participation, in this supplemental retirement plan. In addition to the base salary paid by the Town to Employee, the Town agrees to pay an amount equal to 2% of Employee's base salary into the designated plan on the Employee's behalf, in an equal, proportionate amount each pay period. The Town agrees to transfer ownership to succeeding employers upon the Employee's resignation or discharge. The Employee shall receive the same Social Security benefit as other Town employees.
- C. **Vacation Leave and Holidays:**

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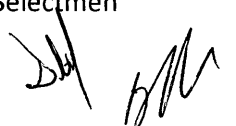
- i. The Employee shall be entitled to accrue 3.85 hours of vacation leave per pay period, with an annual allowance of 200 hours, or twenty-five (25) days. Accrual shall be subject to the terms and conditions set forth in §136-26 of the Town of Bow Personnel Plan.
- ii. All vacation leave previously accrued by the Employee through June 30, 2023, shall be retained by the Employee.
- iii. The Employee may once annually cash out any vacation leave time accrued, up to a maximum of forty (40) hours.
- iv. The Employee shall provide adequate notice to the Board of Selectmen before using annual leave, unless in the case of an emergency.
- v. In the event that the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all vacation leave accrued to date.
- vi. The Employee shall be entitled to the same paid holidays provided to all other employees of the Town, in accordance with the policies of the Town.

**D. Sick Leave:**

- i. The Employee shall be entitled to accrue 2.31 hours of sick leave per pay period, with an annual allowance of 120 hours. All sick leave previously accrued by the Employee through June 30, 2023 shall be retained by the Employee. Sick leave shall accrue to a maximum of 720 hours.
- ii. Except as expressly set forth herein, the use and accrual of sick leave shall be subject to §136-27 of the Town's Personnel Plan.
- iii. In the event of a voluntary termination of employment or upon Employee's termination due to the expiration of this agreement, the Employee may be entitled to receive compensation, at Employee's normal base rate, of up to forty (40) hours of Employee's unused, accrued sick leave, provided the Employee notifies the Town in writing at least forty-five days in advance of departure date and works the remaining forty-five days of employment without using sick or vacation leave. Employee shall not be paid unused sick leave should Employee voluntary terminate employment without forty-five days' notice or should Employee be involuntarily terminated for cause.

**Section 5. Performance Evaluation.**

- A. The Board of Selectmen and Employee shall mutually establish goals and objectives which they deem necessary for the proper management of the Town for each fiscal year, no later than July 1 of each year of this agreement. Such goals and objectives shall be committed to writing and formally adopted by the Board of Selectmen. The agreed upon goals and objectives shall be utilized by the Board of Selectmen as part of the Employee's annual evaluation.
- B. The Employee and Board of Selectmen will review progress toward previously agreed upon goals for each fiscal year no later than December 1 of each year of this agreement. The Board of Selectmen will provide the Employee with a written status report.



- C. The Board of Selectmen will conduct the Employee's annual performance evaluation for each fiscal year no later than July 1 of each year of this agreement. The Board of Selectmen shall provide the Employee with the opportunity to discuss the evaluation with the Board before a final written summary of his annual evaluation is completed. Employee shall retain all rights under RSA 275:56 with regard to materials in his personnel file.
- D. The Employee and Board of Selectmen will review progress toward agreed upon goals for the period of July 1, 2022 to June 30, 2023, no later than November 15, 2022. The Board of Selectmen will provide the Employee with a written status report.

#### **Section 6: Professional Development**

- A. **Dues and Subscriptions:** Town agrees to budget and to pay the reasonable professional dues and subscriptions of the Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Town. Specifically included are memberships in the International City/County Management Association (ICMA) and Municipal Management Association of New Hampshire (NHMMA).
- B. **Travel and Per Diem:** The Town agrees to budget and pay for reasonable travel and subsistence expenses of the Employee for professional and official travel, meetings, for attending short courses, seminars and training sessions that are necessary for his professional development and for the good of the Town. These include, but are not limited to, the Municipal Management Association of New Hampshire (NHMMA) annual conference, NH Municipal Association annual conference, and the International City/County Management Association (ICMA) annual conference. The Employee shall provide adequate notice to the Board of Selectmen before registering for these conferences.

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

- A. **Cell Phone:** The Town will pay forty dollars (\$40) per month toward the cost of cell phone expenses incurred by the Employee during his employment.
- B. **Automobile Expenses:** The Employee's duties require that he shall have the use of an automobile at all times during his employment with the Town. The Employee agrees to use his personal vehicle for such purposes and to be responsible for paying for liability, property damage and comprehensive insurance and for the purchase, operation (including fuel and oil), maintenance, repair and regular replacement of said automobile as he shall deem proper. To offset these business expenses in whole or in part, the Town shall pay the Employee the current IRS rate per mile upon submission of documentation of miles traveled on official town business.

#### **Section 8: Termination**

- A. For the purpose of this agreement, termination shall occur when the majority of the Board of Selectmen body votes to terminate the Employee at a properly posted and duly authorized meeting of the Board of Selectmen.
- B. The Employee may be terminated for just cause. Should the Board of Selectmen vote to remove the Employee for just cause, the Town shall not be obligated to pay the Employee any lump-sum cash payment or continue health/dental insurance as referenced in Section 8.C.



- C. The Town may terminate this agreement without cause, in which event the Town and Employee agree that the Employee shall be entitled to a lump sum cash payment of six (6) month's aggregate salary, plus all accrued benefits. The Town further agrees, under such circumstances, to continue the Employee's health and dental insurance existing at the time of termination for a period of six (6) months. The parties recognize and acknowledge that any calculation of damages would be difficult to ascertain, and the parties further acknowledge that the Town's payment of Employee's salary and benefits and continuation of existing health and/or dental insurance represent reasonable liquidated damages. 'This severance shall be paid in a lump sum or in a continuation of salary on the existing payment schedule, at the Employee's option. The Employee shall also be compensated for all vacation leave and all paid holidays in the amounts set forth in Section 4(C) and 4(D) of this agreement. The Parties acknowledge that, in providing for the severance amount set forth herein, Employee's waives his right to seek and pursue any and all claims, causes of action, liabilities, demands, rights, or interests that Employee may have related to his termination of employment, and the Town shall be absolved of any liability related to Employee's termination.
- D. In the event the Town Meeting votes to terminate the town manager form of government, this contract will terminate in accordance with RSA 37:15. Under this termination, the provisions of Section 8.C. shall apply.

#### **Section 9: Resignation**

- A. In the event the Employee intends to resign his position with the Town before the expiration of the term of this Agreement, he shall provide forty-five (45) days advance notice to the Town, unless Town and Employee agree otherwise.
- B. If the Employee leaves the position voluntarily, then the Town is not obligated to pay severance or continue health/dental insurance in accordance with Section 8(C) of this agreement.

#### **Section 10: Hours of Work**

The normal workday schedule will be 7:30 a.m. to 4:00 p.m. However, it is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Town. Employee shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the Town and shall allow Employee to faithfully perform his or her assigned duties and responsibilities.

#### **Section 11: Residency**

The Employee shall not be contractually obligated to be a resident of the Town of Bow.

#### **Section 12: Indemnification**

The Town shall defend, save harmless and indemnify the Employee against any tort, professional liability claims or demands or other legal action, whether groundless or otherwise, arising out of the performance of the duties as Employee as long as acting within the scope of office in good faith. The Town will compromise and settle any such claims or suit and pay the amount of any settlement of judgment, including insurance deductibles as provided for in the liability policy of the Town.

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### Section 13: Bonding

The Town shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

### Section 14: Notices

Any and all notices required or permitted to be given under this Agreement shall be sufficient if furnished in writing and sent by mail to Employee's last known residence in the case of the Employee, or to the Chairman of the Board of Selectmen at the Municipal Building in the case of the Town.

### Section 15: General Provisions

- A. **Integration:** This Agreement sets forth and establishes the entire understanding between the Town and the Employee relating to the employment of the Employee by the Town. This Agreement shall be construed as a New Hampshire contract and may only be amended in writing, signed by both parties; constitutes the entire Agreement between the parties; and the enforcement of this Agreement shall only occur in the Superior Court of New Hampshire. This Agreement shall be interpreted in accordance with the laws of the State of New Hampshire without regard to the State's choice of law principles.
- B. **Binding Effect:** This Agreement shall be binding on the Town and the Employee.
- C. **Severability:** In the event that any covenant, condition, term or restriction contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, in whole or in part, then the remainder of this Agreement shall remain valid and enforceable so long as the economic or legal substance of the relationship of the parties contemplated hereby is not affected in any manner materially adverse to any party, and the validity of the remaining part of any term or provision held to be partially invalid, illegal or unenforceable shall in no way be affected, prejudiced or disturbed thereby. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

WHEREFORE, the parties have signed this Agreement on the date first entered above.

Witness: Jonia Lindquist

David L. Stack  
David L. Stack

Witness: Jonia Lindquist

Bruce Marshall, Chair  
Bruce Marshall, Chair  
Board of Selectmen  
Duly Authorized