

**TOWN OF DERRY
CHIEF OF POLICE
EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is entered into this 14 day of September, 2022, by and between the Town of Derry, New Hampshire, a municipal corporation within the State of New Hampshire, organized under the Constitution and laws of the State of New Hampshire and with a physical address of 14 Manning Street, Derry, NH (hereinafter "Town"), by its Town Administrator (hereinafter "TA") and George Feole, an individual residing at 5 Drake Lane, Derry NH (hereinafter "Employee" or "Police Chief" or "Chief") (collectively, the "Parties").

WHEREAS the Town agrees to employ Employee in the position of Chief of Police and the TA makes this appointment under the terms and conditions of this Agreement and the laws of the State of New Hampshire and the Employee agrees to accept employment with the Town in the position of Chief of Police under the terms and conditions of this Agreement and the laws of the State of New Hampshire.

SECTION 1. TERM

The Town and the Employee agree that the term of this Agreement shall commence on October 1, 2022 and end on December 31, 2024 ("Term"), unless otherwise terminated pursuant to Section 7 of this Agreement.

Employee agrees and understands that neither the current TA, nor any future TA, is under any obligation to extend this employment with the Town beyond December 31, 2024. However, nothing in this Agreement shall prevent the extension of this Agreement by mutual agreement of the TA and the Chief.

In the event the TA decides not to extend Employee's employment upon the expiration of the Term, the TA shall give Employee three (3) months' notice of its intent not to extend. In the event the TA fails to give Employee three (3) months' notice of its intent not to extend his employment, the Agreement and Employee's employment with the Town shall still terminate, effective December 31, 2024, but Employee shall be paid severance following his Termination for a period equal to (3) months, less the amount of notice actually provided to Employee, contingent upon Employee executing a release in favor of the Town. Thus, if the Town gives Employee only two (2) months' notice, Employee will be entitled to one (1) month of severance following the expiration of this Agreement. If the TA gives Employee timely notice of its intent not to extend his Employment, this Agreement and Employee's employment with Town shall terminate, effective December 31, 2024 and no severance shall be owed to Employee.

During the term of this Agreement, the TA may suspend Employee without pay for cause pursuant to NH RSA 105:2-a.

SECTION 2. OBLIGATION OF POLICE CHIEF

The Employee agrees to faithfully and impartially discharge and perform the duties incumbent on him as Police Chief, in accordance with the Constitution and the laws of the State of New Hampshire and of the United States of America, and written policies adopted by the Town, and to perform such other and further duties as may be required from time to time by the TA.

SECTION 3. DUTIES

The Parties agree that the Employee shall be the chief administrative officer of the Derry Police Department (“Police Department”), and shall, consistent with any rules and policies that have been or may be adopted by the TA, exercise the powers and duties incumbent upon said office pursuant to RSA 105:2-a and other applicable laws of the State of New Hampshire, and shall perform such other legally permissible and proper duties, and reasonable functions as the TA may assign.

The Town and all Employees of the Town will recognize the Chief as the Police Department head and shall utilize the organizational chain of command to convey policy and direction to the Employees of the Police Department. In the event that the Chief is not readily available to respond to a situation which calls for direction to be given to other officers or Employees of the Police Department, Employee and Town agree that the next senior ranking officer or an officer specifically designated by the Chief shall be the authorized representative of the Police Department until the Chief becomes available to assume command.

Should the Chief become incapacitated or unable to fulfill the duties of the position for an extended period, the TA may exercise, in its sole discretion, its authority to appoint an Acting Chief of Police who will serve until such time as the Chief is able to resume full-time command of the Department.

SECTION 4. GOALS AND OBJECTIVES

- 1) Together with the selected consultant, develop a Succession Plan by July 1, 2023.
- 2) Once approved by the TA, implement the Plan by providing training and work experience opportunities to subordinate employees to ensure maximum opportunity for advancement within the organization.
- 3) Continue to update and codify Department Policies and Procedures.
- 4) Work with DPW and NHDOT to finalize design on new access into station required by the Exit 4A project.
- 5) Review and recommend options to reinvest opioid settlement revenues into the community to combat the opioid epidemic.

SECTION 5. HOURS AND WORK SCHEDULE

This position is exempt from the overtime provisions of the Fair Labor Standards Act.

The Employee and the Town shall establish the Employee’s work schedule, although the Police Chief may make temporary adjustments in his work schedule to meet Town needs. Permanent changes to the work schedule shall require TA approval.

The Town and the Employee recognize the importance of managing a 24-hour public safety agency. Therefore, the Town understands and agrees that the Employee’s work responsibilities and schedule may include work on some evenings and weekends, in addition to work during weekdays. It is further understood that the Employee shall be available to attend meetings, hearing, or conferences, as directed by the TA. The Employee further agrees to attend meetings and other functions or events associated with his position.

SECTION 6. OUTSIDE EMPLOYMENT

For the duration of this agreement the Employee agrees not to accept other employment that would interfere with his duties as Police Chief. Except as expressly authorized in this Agreement, outside employment, including, but not limited to, paid details for other law enforcement agencies, may not be accepted by Employee unless and until the outside employment is approved by the Town. The TA will not unreasonably withhold such approval if the TA determines, in their sole discretion, that such employment will not impair the ability of the Chief to fulfill his responsibilities under this Agreement and that no real or apparent conflict of interest or adverse public perception will arise from engaging in such part-time employment.

Notwithstanding the foregoing, the Town agrees to allow the Chief's continued participation as a Licensed Real Estate Referral Agent, and to take reasonable leave time, as applicable, for the performance of these duties, consistent with other sections of this agreement.

SECTION 7. TERMINATION

- A. Employee's employment shall terminate upon the expiration of this Agreement as set forth in Section 1, above.
- B. The Agreement may be terminated during the Term or during any subsequently agreed-upon successor term in any of the following ways:
 - I. Mutual termination. The parties may, upon mutual written agreement signed by the parties, cancel the agreement upon such conditions as may be acceptable to each of them.
 - II. Voluntary Resignation. Employee may terminate this Agreement at any time by providing the Town with at least 30 days advance written notice of his intent to voluntarily resign. The Town may, within its sole discretion, waive any or all of the notice requirement. If the Town waives any portion of the notice requirement, the Employee shall be compensated as if he worked the entire notice period. In all circumstances, the Town reserves the right to relieve the Employee of duty during the notice period and may determine the Employee's last day of employment.
 - III. Retirement. The agreement shall be canceled upon the voluntary retirement of the Employee in accordance with the terms of the New Hampshire Retirement system.
 - IV. For Cause. The Town may pursue suspension and/or termination of this Agreement, as well as the Employee's employment with the Town, if sufficient cause exists. Both Employee and the Town acknowledge that "for cause" shall be defined, and shall result, as follows:
 - a. If the Employee is convicted of a misdemeanor, the nature and conditions of which crime would cast doubt on his integrity, reputation or ability to perform the duties of Chief of Police or is convicted of any felony under the

laws of the United States, the State of New Hampshire or any other state during the term of this agreement. In such a situation, the Town shall have the right to cancel this agreement upon conviction without the obligation to pay any severance to the Employee. Nothing in this Section shall prevent the Town from suspending the Employee with pay at any time that such action appears to be reasonably necessary to investigate any allegations of wrongdoing on the part of the Employee, or to protect the integrity of the Police Department.

- b. If at any time the Employee becomes physically or mentally unable or unfit to perform the essential functions of Chief of Police. In the event of physical or mental inability to perform, upon the expiration of any approved period of leave, the Town can, at its option, terminate this agreement upon thirty (30) days' written notice to the Employee. The provisions of this section shall not supersede or replace any obligation on the part of the Town to pay Worker's Compensation or any other benefits required by law.
- c. Upon finding that the Employee willfully concealed or falsified any information in his application for employment or in the process of providing information for a background investigation, or in the process of selection for the Chief of Police, the Town shall be entitled to cancel this agreement without any obligation to pay severance to the Employee.
- d. If the Employee's certification as a police officer is suspended or revoked by the NH Police Standards & Training Council, after a final hearing and determination in the matter, the Town shall have the right to terminate the Employee without any obligation to pay severance to the Employee.
- e. Upon a determination, within the TA's discretion, that the Employee has committed an egregious violation of the Law Enforcement Officer's Code of Ethics (attached) such that a reasonable person standing in the place of the Town would have cause to doubt the Employee's ability to continue to hold the respect and confidence of the community and his subordinates, the Town shall have the right to terminate this agreement without any obligation to pay a severance pay to the Employee.

If the Employee is aggrieved with any finding of the Town, the Town shall provide the Employee, at the Employee's request, with a written, detailed specification of the alleged violations, and an opportunity to refute such allegation at a public hearing. If, after such hearing, the Employee is aggrieved by the Town's final finding, the Employee shall be entitled to a hearing in front of a single arbitrator, whose decision shall be final and binding upon the parties. The arbitration shall be conducted in accordance with the American Arbitration Association's Employment Arbitration Rules and Mediation Procedures. If the parties cannot agree on an arbitrator during a thirty (30) day period after the dispute begins, the arbitrator shall be selected in accordance with the labor and employment AAA rules and

procedures. The Employee expressly waives the statutory RSA 105:2-a process in lieu of the dispute resolution process outlined herein.

The Employee expressly agrees that definition set forth above of “for cause” shall be applicable and binding in any proceeding pursuant to RSA 105:2-a.

- V. For Convenience. The Town may terminate the Employee at any time for its convenience. If the Employee is terminated for convenience, the Town shall pay to the Employee all compensation which would otherwise be payable to the Chief up to the end of the employment period, including, but not limited to, remaining salary, unused earned time, vacation leave, personal time, and any other accrual, if applicable.

Employee agrees that he shall not resign his employment with the Town in order to accept the position of Police Chief, Deputy Police Chief, or Chief Administrative Officer (or their equivalent) with any other organization during the term of this Agreement.

SECTION 8. SALARY

Commencing October 1, 2022, Employee shall be paid on a salary basis at the rate of \$2,748.00 per week (annualizing to \$142,896 per year).

On July 1, 2023, Employee shall receive up to a 2% increase in salary based on performance evaluation.

On July 1, 2024, Employee shall receive up to a 2% increase in salary based on performance evaluation.

Employee shall be paid according to the Town’s regular pay practices and on the same schedule as other Police Department Employees, however, during the Term of this Agreement, Employee shall not be eligible for any additional pay increases granted to other Police Department Employees (including non-union employees) and Employee’s pay increases each year are limited to those increases specifically set forth herein.

The provisions of salary and benefits townwide are always subject to policy action by the Derry Town Council, but the TA shall diligently seek to have the Town Council approve and authorize the payment of salary and benefits in accordance herewith.

SECTION 9. INSURANCE

The Town agrees that the Chief will be bonded and covered under the general insurance package of the Town and be totally indemnified for any liability related to his position as Police Chief including Police Professional Liability Insurance consistent with NH RSA 41:6 and 41:7, or other NH RSAs, as applicable. The Chief agrees that such indemnification shall not apply if liability related to his position is associated to criminal conduct resulting in final conviction of the Chief.

The Chief recognizes that the Town shall have the right to compromise and settle any claim or suit.

SECTION 10. EQUIPMENT

The Town agrees to provide the Chief with a fully equipped police vehicle for official business including commuting to and from home. The specific vehicle and the equipment assigned to it are to be selected by the Chief from among the police inventory.

The Town agrees to provide the Chief with a multi-media capable mobile communications device(s) for conducting official business while on and/or off-duty, within or outside the jurisdictional bounds of the Town.

The Town agrees to provide the Chief with the same compliment of police uniforms and related gear afforded to all other sworn agency personnel on an annual basis.

SECTION 11. BENEFITS

In addition to the benefits outlined specifically in this agreement, the Chief shall be eligible for all other benefits now and in the future that are provided to all full-time non-bargaining unit Employees as described in the Town Non-Represented Employees Personnel Policies. If anything in this Agreement contradicts the Town of Derry's Non-Represented Employees Personnel Policies regarding benefits or leave, this Agreement controls.

SECTION 12. DUES AND SUBSCRIPTIONS; TRAINING

The Town agrees to provide the cost of membership in various professional organizations that will foster professional and community growth and networking for the Police Department. The Town agrees to provide the cost of training sessions and educational seminars that will assist the Employee and the Police Department to maintain skills and techniques to properly manage and operate the department. Short courses, institutes and conferences such as IACP, PERF and CALEA which are designed to enhance the delivery of police services will be provided for the Chief and other department personnel annually. In 2022, the registration for such attendance shall not exceed \$5,000 with 5% increases approved annually thereafter.

SECTION 13. GENERAL EXPENSES

The Town shall compensate the Police Chief for reasonable business-related expenses incurred in the performance of his duties, upon receipt of duly executed expense vouchers, receipts, statements or personal affidavits. Any proposed expenditures which exceed \$250.00 must be approved by prior written consent of the TA.

SECTION 14. OTHER TERMS AND CONDITIONS

The TA may modify any such other terms and conditions of employment, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any state or Federal law.

SECTION 15. WAIVER

The waiver by either party of any breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach.

SECTION 16. MODIFICATIONS

This Agreement constitutes the entire Agreement of the Parties with respect to the subject matter hereof. No amendments, revisions, modifications, or changes whatsoever to this agreement shall be binding and valid unless in writing and signed by the parties hereto.

SECTION 17. SITUS

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

SECTION 18. SEVERABILITY

If any provision of this Agreement, or the application of the provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of that provision to persons or circumstances other than those with respect to which it is held invalid, shall not be affected thereby.

SECTION 19. NO REDUCTION OF BENEFITS

The Town shall not at any time during the duration of this Agreement reduce or modify the salary, compensation or fringe benefits outlined herein provided to the Employee unless agreed upon by the mutual consent of the Employer and the Employee or as modified in the Town's personnel policy, absent the Town imposes a similar reduction for all Town Employees.

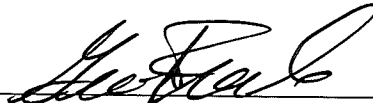
SECTION 20. COUNTERPARTS

For the convenience of the parties, this agreement has been executed in duplicate original counterparts, either of which shall be considered to have the full force and effect of an original for all purposes.

In witness whereof, the parties have hereunder set their hands this 14 day of September, 2022.



David Caron
Derry Town Administrator



George Feole
Chief of Police

Law Enforcement Code of Ethics

As a law enforcement officer, my fundamental duty is to serve the community; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation and the peaceful against violence or disorder; and to respect the constitutional rights of all to liberty, equality, and justice.

I will keep my private life unsullied as an example to all and will behave in a manner that does not bring discredit to me or to my agency. I will maintain courageous calm in the face of danger, scorn or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed both in my personal and official life, I will be exemplary in obeying the law and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

I will never act officiously or permit personal feelings, prejudices, political beliefs, aspirations, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.

I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of police service.

I will never engage in acts of corruption or bribery, nor will I condone such acts by other police officers. I will cooperate with all legally authorized agencies and their representatives in the pursuit of justice.

I know that I alone am responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence.

I will constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession... law enforcement.