

EMPLOYMENT AGREEMENT

(Rachel DeRoche Finance Director / Chief Financial Officer)

This Employment Agreement (the "Agreement") is made as of October 1, 2025 (the "Effective Date"), by and between the Town of Wellesley, a municipal corporation ("Town"), acting by and through its Select Board ("Board"), the Town of Wellesley Executive Director ("Executive Director"), and Rachel L. DeRoche ("Ms. DeRoche") (collectively, the "Parties").

WHEREAS, the Board desires to appoint and employ Ms. DeRoche as Finance Director/Chief Financial Officer for the Town of Wellesley (the "Town") pursuant to the provisions of Massachusetts General Laws Chapter 41 Section 108N, and Ms. DeRoche desires to enter into the employ of the Board in such capacity and for the period and on the terms and conditions set forth herein; and

WHEREAS, the Parties desire to enter into a written agreement defining the areas of responsibility for the Board, the Executive Director, and Ms. DeRoche;

NOW, THEREFORE in consideration of mutual covenants herein contained, the Parties agree, promise, and covenant as follows:

1. Scope of Agreement. The Town will employ Ms. DeRoche in the position of Finance Director/Chief Financial Officer, which position is referred to in Chapter 41, Section 108N of the Massachusetts General Laws, and Ms. DeRoche agrees to accept such employment, as defined by that statute and on the terms and subject to the conditions set forth herein.
2. Term. This agreement commences on the Effective Date and shall remain in effect through June 30, 2028, unless earlier terminated pursuant to the terms hereof. Extension beyond June 30, 2028, will require a written Amendment.
3. Compensation and Benefits.
 - a. Compensation. During the period October 1, 2025, through June 30, 2026, the salary is set at \$183,000 annually (52 weeks), subject to applicable withholdings and deductions. The rate of pay for Ms. DeRoche for the duration of the Term beginning July 1, 2026, shall be increased at the rate recommended by the Human Resources Board for the exempt employees as approved and appropriated at the Annual Town Meeting. Salary shall be paid in installments at the same time as other employees of the Town are paid. These and all cost items are subject to adequate appropriation by Town Meeting and a satisfactory evaluation pursuant to Section 5.

- b. Benefit and Retirement Plans. Effective October 1, 2025, and subject to applicable eligibility requirements, Ms. DeRoche may participate in any and all benefit and retirement plans offered to Town personnel, as more specifically provided by the Personnel By-Law for the Town of Wellesley, Classification and Salary Plan, as amended from time to time. At her discretion, Ms. DeRoche may also direct a portion of her salary to a Section 457(b) deferred compensation plan or retirement health savings account of her choice. Ms. DeRoche agrees to pay the administrative cost(s) associated with any such plan not currently offered by the Town.
- c. Vacation Time. Ms. DeRoche is entitled to four (4) weeks' vacation time from the Effective Date through June 30, 2026, and is required to take at least ten (10) days of vacation time during that time period. Commencing July 1, 2026, Ms. DeRoche shall receive four (4) weeks vacation per fiscal year, accrued in full at the start of each fiscal year. Ms. DeRoche may carry over up to ten (10) days of unused vacation time per fiscal year; provided, however, that any vacation time carried forward shall be used in the fiscal year into which it is carried forward. Any time carried forward but not used as required by this Section shall be forfeited.
- d. Sick Time. Ms. DeRoche is entitled to fifteen (15) sick days per fiscal year, renewed annually effective July 1 and may accumulate up to a maximum of 150 days of unused sick time.
- e. Personal Days. Ms. DeRoche is entitled to two (2) personal days per fiscal year, renewed annually, effective July 1. These days may not be carried forward if unused.

4. Reimbursable Expenses.

- a. Travel. Ms. DeRoche shall be reimbursed by the Town for travel expenses to meetings or other Town business conducted at locations that are more than one (1) mile from Wellesley Town Hall. If traveling by personal automobile, such reimbursement shall be made at the prevailing standard mileage rate as determined by the Internal Revenue Service. Ms. DeRoche agrees to maintain mileage records required for Internal Revenue Service purposes.
- b. Professional Development Courses. The Town shall pay for the registration, travel, and reasonable subsistence expenses for Ms. DeRoche to participate in courses, institutes, and seminars that are necessary for her professional development and agreed to by the Executive Director
- c. Additional Reimbursements. Ms. DeRoche shall be reimbursed for additional expenses incurred in the performance of her duties, including but not limited to the cost(s) of

statutory bonds, professional certification, association membership dues, subscriptions, and other similar expenses as approved by the Executive Director. Reimbursement shall be made upon the presentation of reasonably detailed statements of such expenses.

5. Performance Review. Ms. DeRoche shall receive a six (6 month) performance review by March 31, 2026, and then an annual performance review as of each July 1st occurring during the Term of this Agreement. Ms. DeRoche may be eligible for an annual merit increase in salary based upon a satisfactory evaluation. The decision to award a merit increase shall be at the Executive Director's sole discretion but the increase cannot exceed 3% of the then-applicable annual salary rate.
6. Goals and Objectives. No later than June 30th of each year, or such other time as may be mutually agreed upon, the Executive Director and Ms. DeRoche shall define goals and objectives which they determine are appropriate to achieve the Board's financial objectives. The objectives for Ms. DeRoche shall generally be attainable with the time limits agreed upon by the Executive Director and Ms. DeRoche.
7. Discipline and Termination; Non-Renewal.
 - a. Discipline. During the term of this Agreement, Ms. DeRoche may be disciplined for just cause upon proper notice and hearing. Just cause for purposes of this Agreement means willful breach or habitual neglect of her duties, or an act of moral turpitude, gross negligence, willful misconduct, willful misfeasance, or material breach of this Agreement. The principle of progressive discipline is generally applicable, but the Town reserves the right to terminate Ms. DeRoche's employment without the imposition of prior discipline if circumstances warrant. For the sake of clarity, nothing set forth herein shall be construed to limit the Town's right to impose disciplinary measures consistent with applicable law for violations by Ms. DeRoche for violations of the Town's policies and procedures, as amended from time to time.
 - b. Probationary Period. The Board may terminate this Agreement at any time for any reason or for no reason at all within the first six (6) months of the Effective Date up and until March 31, 2026. Termination will be by notice and hearing as required by law.
 - c. Termination by Board. The Board may terminate this Agreement at any time prior to the expiration of the Term for just cause. The Board shall institute removal proceedings in the following manner:
 - i. Termination will be by notice and hearing as required by law. At least ten (10) days prior to any hearing, as referred to below, Ms. DeRoche shall be provided in writing with the charge(s) made against her, and the evidence

which supports said charge(s), in such specificity so that Ms. DeRoche may understand and prepare her defense. Notice provided pursuant to this sub paragraph i. shall include the date of the hearing (the "Hearing Date")

- ii. The Board will conduct a hearing on the Hearing Date. The hearing will be public or private at the discretion of Ms. DeRoche. The subject matter to be presented at the hearing shall be only those charges and related evidence as were specifically detailed in the written notice to Ms. DeRoche in accordance with sub paragraph i. above. During the hearing, Ms. DeRoche shall have the right to be represented by a representative of her choosing (at her sole cost and expense), to question, confront or cross-examine witnesses, to introduce evidence related to the charges, and to conduct oral arguments. In its decision, the Board shall consider only the evidence presented at the hearing and shall make its decision based upon a preponderance of the evidence presented. Ms. DeRoche shall be provided with a written notice of the findings and decision of the Board, and such notice shall include all relevant facts and reasons for its decision. Ms. DeRoche may waive such hearing at any time by providing written notice to the Board.

- d. Termination by Ms. DeRoche. Ms. DeRoche may terminate this Agreement for any reason on sixty (60) days' advanced written notice to the Executive Director and the Board.

- e. Non-Renewal. If the Board elects not to renew this Agreement at the end of the Term, the Board shall provide Ms. DeRoche at least six (6) months' advanced written notice.

8. Notice. Any notice or approval required or permitted under this Agreement will be in writing and sent to the person specified below or to any other person that may be designated by prior written notice.

If to the Board:

Select Board

Town Hall

525 Washington Street

Wellesley, MA 02482

If to the Executive Director:

Meghan Jop, Executive Director

Town Hall

525 Washington Street

Wellesley, MA 02482

If to Ms. DeRoche:
Rachel DeRoche, Finance Director
Town Hall
525 Washington Street
Wellesley, MA 02482

9. Miscellaneous Provisions.

- a. Other Terms and Conditions. All other provisions of the Town Bylaws and personnel policies and procedures shall apply to Ms. DeRoche unless expressly provided otherwise in this Agreement.
- b. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Board and its successors and assigns, and Ms. DeRoche and her heirs at law, executors, administrators, and legal representatives.
- c. Indemnification. Subject to the terms and provisions of M.G.L. c. 258, § 9 and all other applicable law, the Town shall defend, save harmless and indemnify Ms. DeRoche against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties as Finance Director/Chief Financial Officer, provided that Ms. DeRoche acted within the scope of her duties. Subject to the provisions of said statute, the Town may in its sole discretion, compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to Ms. DeRoche. The Town shall reimburse Ms. DeRoche for any reasonable attorneys' fees and costs incurred by her in connection with such claims or suits involving her in her professional capacity. The Town's indemnification obligations shall not extend to any disciplinary actions or proceedings against Ms. DeRoche by the Town. This section shall survive the termination of this Agreement.
- d. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts. The Parties agree that any dispute arising under this Agreement shall be submitted to a court of competent jurisdiction located in Massachusetts, and each of the Parties hereby submits to the jurisdiction of any such court.
- e. Entire Agreement. This Agreement (including any exhibits attached hereto) constitutes the entire agreement between the Parties with respect to the subject matter hereof and

supersedes all prior agreements between the Parties.

- f. Amendment. This Agreement may be amended or modified only by a written instrument signed by Ms. DeRoche, by the Executive Director, and by a duly authorized representative of the Board.
- g. Severability. The provisions of this Agreement shall be considered severable and independent of each other, and in the event any provision of this Agreement shall be found to be invalid, such finding shall not affect the validity or effectiveness of any other or all of the remaining provisions hereof.
- h. Captions. All captions and headings in this Agreement are solely for convenience in locating its various provisions and shall not be construed or referred to in resolving any questions, interpretations, or constructions of this Agreement.
- i. Counterpart. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of 8/28/2025, 2025.

Signed by:

Meghan Jop

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Meghan C. Jop
Executive Director

Signed by:

Rachel DeRoche

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Rachel L. DeRoche
Finance Director / Chief Financial Officer

Signed by:

Marjorie R. Freiman

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Marjorie R. Freiman, Chair
Select Board