

EMPLOYMENT AGREEMENT BETWEEN TOWN OF WELLESLEY AND JEFFERERY B. RENZELLA

This Agreement, pursuant to G.L. c. 40, §4, and entered into this 20th day of November, 2024, by and between the Town of Wellesley, a municipal corporation ("Town"), acting by and through its Police Chief ("Chief"), and Jeffrey B. Renzella("Deputy Chief"), provides as follows:

WHEREAS, the Town desires to employ the services of Jeffrey Renzella as a POST CERTIFIED Deputy Chief of Police for the Town of Wellesley;

WHEREAS, the Chief under G.L. c. 40, §4 and Town Bylaw Article 21.5 may contract with the Deputy Chief for such services;

WHEREAS, it is the desire of the Chief to contract for the salary and benefits of said Deputy Chief;

WHEREAS, it is the desire of the Chief to obtain the services of the Deputy Chief and to provide inducement to him to accept such employment; and

WHEREAS, Jeffrey Renzella agrees to accept employment as Deputy Chief of Police of the Town.

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

Section I, Functions and Duties of the Deputy Chief of Police.

The Town hereby offers to employ Jeffrey Renzella as Deputy Chief of Police of said Town and the Deputy Chief accepts said offer. The Deputy Chief shall perform the duties specified in the Town By-laws, applicable Special Acts, attached job description labeled "Exhibit A" and such other duties as the Chief shall from time to time legally assign to him. The job description may be amended to ensure compliance with applicable law. In addition, in the absence of the Chief, the Deputy Chief shall assume command of the Wellesley Police Department and shall have the authority to make public statements on any matters which affect the public as they apply to potential dangers, prevalent crime or traffic conditions, policy/community relations, proposed legislation, or other issues affecting or related to public safety, policing, or the Police Department generally.

Section II, Term, Renewal and Nonrenewal.

- A. This Agreement shall be effective on November 20, 2024, and shall be in full force and effect through and until June 30, 2027 (the "Term"). The Agreement shall be binding on all parties throughout its duration.
- B. If the Chief desires to negotiate the renewal of this Agreement, the Chief shall so inform the Deputy Chief no later than September 30, 2026, and both Parties shall negotiate in

good faith to agree upon and execute a new contract in advance of the expiration of this Agreement. Nothing in this Section II.B. shall bind or require the Parties to reach a new contract.

- C. If the Chief decides not to renew this Agreement, the Chief shall give the Deputy Chief written notice in advance of its decision not to renew this Agreement on or prior to September 30, 2026. If the Chief fails to give such written notice, this Agreement shall be extended for an additional three (3) month period. Any extension beyond that additional 3 month period shall require a new written agreement.
- D. Should the Chief not reappoint the Deputy Chief he shall be entitled to reinstatement to the rank of Lieutenant in the Wellesley Police Department.

Section III, Discipline and Termination.

- A. During the term of this Agreement, the Deputy Chief may be disciplined for just cause upon proper notice and a hearing. Just cause for the purposes of this Agreement means willful breach or habitual neglect of his duties, or an act of moral turpitude, gross negligence, willful misconduct, willful malfeasance, or material breach of this Agreement. The principle of progressive discipline is generally applicable, but the Town reserves the right to impose any level of discipline up to termination of the Deputy Chief's employment without the imposition of prior discipline if circumstances warrant.
- B. The Town may terminate the contract with the Deputy Chief at any time prior to the expiration of this Agreement and only for just cause. The Town shall institute removal proceedings in the following manner:
 1. Termination will be by notice and hearing as required by law. At least ten (10) days prior to any hearing, as referred to below in subparagraph 2, the Deputy Chief shall be provided in writing with the charge(s) made against him, and the evidence which supports said charges, in such specificity so that the Deputy Chief may understand and prepare his defense.
 2. After ten (10) days following delivery and receipt of the charges and specifications, as described above in subparagraph 1, on a specific date and time and at a place specified in the written notice, the Police Chief, or a hearing officer appointed by the Police Chief will conduct a hearing, and the Deputy Chief will be given an opportunity to respond to the charges. The hearing will be public or private at the discretion of the Deputy Chief. The subject matter to be presented at the hearing shall be only those charges as were specifically detailed in the written notice to the Deputy Chief in accordance with subparagraph 1 above. During the hearing, the Deputy Chief shall have the right to be represented by a representative of his choosing, to question, confront, and cross-examine witnesses, to introduce evidence, and to conduct oral arguments.

In its decision, the Select Board shall consider only those facts which were presented at the hearing and shall make its findings of fact based upon a preponderance of the evidence presented. The Deputy Chief 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 their findings. The Deputy Chief may waive said hearing at any time by providing written notice to the Chief.

- C. Should the Deputy Chief resign his position at any time prior to the expiration of the term of this Agreement, he shall notify the Chief in writing. If the Deputy Chief is leaving office due to retirement, he shall provide the Town with one year (365 days), or a lesser amount of time as determined by the Chief, to allow Chief to consider the appointment of a replacement. Termination by the Deputy Chief of this contract for any other reason will require a minimum of ninety (90) days prior notice, or such lesser time as is agreed to by the Board.

Section IV, Salary.

- A. The Town agrees to pay the Deputy Chief for services rendered under this Agreement an annual base gross salary of \$191,800 pro rated for the remainder of fiscal year 2025, subject to applicable withholdings and deductions. For fiscal year 2026 and 2027, the Deputy Chief of Police shall receive a 2.5% increase of this annual base gross salary effective July 1st of each year. Salary shall be paid in installments at the same time as other employees of the Town are paid.
- B. The Deputy Chief may receive an additional increase, solely at the Chief's discretion, based upon the performance evaluation described in Section V below, of up to 2% effective July 1, 2025, and each subsequent July 1st for the duration of the contract.
- C. The salary and performance incentive increases are conditioned upon and subject to adequate appropriation by Town Meeting and a satisfactory evaluation pursuant to Section V.

Section V, Deputy Chief of Police Evaluation.

- A. Although the assessment process is viewed as a continual dialogue between the Chief and the Deputy Chief, the Chief shall review and evaluate the Deputy Chief no later than July 1 of each year. Said review and evaluation shall be based on the goals and objectives developed jointly by the Chief and the Deputy Chief. Further, the Chief shall provide the Deputy Chief with a summary written statement of the evaluation findings and shall provide an adequate opportunity to discuss his evaluation.
- B. Essential to the development of a strong working relationship between the Chief and the Deputy Chief is a clear understanding of the mission, goals, and objectives of the Police Department. Annually the Chief and the Deputy Chief shall define the goals and

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- B. Essential to the development of a strong working relationship between the Chief and the Deputy Chief is a clear understanding of the mission, goals, and objectives of the Police Department. Annually the Chief and the Deputy Chief shall define the goals and

objectives which they determine necessary for the proper operation of the Police Department and shall further establish a general priority among these various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.

Section VI, Hours of Work.

- A. The Police Department is a continuous operation which requires the Deputy Chief to work those hours necessary to accomplish the responsibilities of the position and ensure the efficient operation of the Police Department, including time outside of normal office hours. Consistent with his fulfillment of these responsibilities, the Deputy Chief may adjust his normal office hours accordingly as he deems appropriate to provide a sufficient amount of time for personal and family leisure.
- B. The Deputy Chief agrees that because this is his primary employment he will not become employed in any position which would impact in an adverse manner upon this responsibility or which would constitute a conflict of interest or violation of the ethics laws.

Section VII, Health Insurance, Vacation, Holidays, Sick Leave, Funeral Leave, Jury Duty, and Disability Insurance.

- A. The Town shall provide the Deputy Chief with a health insurance policy identical to other Town employees. The Town's contribution toward such health insurance policy shall be the same as that made to other non-union Town employees in a similar plan.
- B. The Town will provide to the Deputy Chief the same disability and life insurance policies as it does to other non-union Town employees.
- C. Except as set forth in subparagraph D. below, the Deputy Chief shall receive vacation, sick leave, holiday leave, personal leave, bereavement leave, small necessities leave, and jury duty leave in accordance with the Town's personnel policies and procedures which apply to other non-union employees.
- D. The Deputy Chief shall receive six (6) weeks of vacation per fiscal year. The Deputy Chief may carryover up to two (2) weeks of vacation from fiscal year to fiscal year, but at no time shall accumulate more than eight (8) weeks total. Any vacation time accrued in excess of the eight (8) weeks shall be forfeited without pay.

Section VIII, Professional Development.

- A. Subject to appropriation, the Town agrees to pay reasonable expenses, including registration, travel, and other expenses, related to the Deputy Chief's attendance at the annual conferences of the Massachusetts Chiefs of Police Association and the International Chiefs of Police Association, and also for short courses, institutes, and seminars that, in his reasonable judgment, are necessary for his professional development, subject to the approval of the Chief.
- B. The Deputy Chief will be allowed to maintain membership, and is permitted to hold office, in the Massachusetts Chiefs of Police Association and the International Association of Chiefs of Police and in other applicable regional chiefs of police associations. The annual dues in these associations and other professional organizations shall be considered as normal business expenses to be proposed in the Department budget and charged to the Town.
- C. Such time in the foregoing activities shall be considered as time worked; however the Deputy Chief recognizes that his primary responsibility is to the Town of Wellesley Police Department. Attendance at professional development activities will be limited and/or scheduled in such a manner that they do not impact in an adverse manner upon the Deputy Chief's professional responsibilities. The Deputy Chief shall inform the Chief of all professional development activities.

Section IX, Expenses/Automobile.

- A. Except as to automobile-related expenses, which are covered in paragraph B below, the Deputy Chief shall be reimbursed for expenses incurred in the performance of his duties, or as an official representative of the Town, including attendance by him at civic or social events, in accordance with the Town's policies and procedures which apply to expense reimbursement for other non-union employees.
- B. The Deputy Chief is considered to be on-duty twenty-four (24) hours per day, seven days per week. It is expected that the Deputy Chief will respond to the needs and/or emergencies of the community when necessary or required. As a result, the Deputy Chief is provided with an unmarked standard Wellesley police automobile for his exclusive and unrestricted use so that he may respond to emergencies and other matters from wherever he may be. Only the Deputy Chief shall operate this vehicle, no use by family members is permitted. This vehicle shall be equipped with a police radio so that the Deputy Chief can remain in contact with the Police Department and Town officials, a siren and emergency warning lights, and other emergency equipment. The costs associated with the operation and maintenance of this police vehicle will be borne by the Wellesley Police Department.

Section X, Indemnification.

- A. Subject to the terms and provisions of G.L. c. 258, §13 and all other applicable law, the Town shall defend, save harmless and indemnify the Deputy Chief in an amount not to exceed one million dollars (\$1,000,000) against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, except for an intentional violation of the civil rights of any person, arising out of an alleged act or omission occurring in the performance of his duties as Deputy Chief, even if said claim has been made following his separation from employment, provided that the Deputy Chief acted within the scope of his duties. Subject to the provisions of said statute, the Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Chief.
- B. The Town shall reimburse the Deputy Chief for any reasonable attorneys' fees and costs incurred by him in connection with such claims or suits involving him in his professional capacity.
- C. This section shall survive the termination of this Agreement.

Section XI, Other Terms and Conditions of Employment.

- A. All provisions of law of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Deputy Chief as they generally apply to other non-union employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Deputy Chief, except as otherwise provided in this Agreement.
- B. All other general provisions of the Town's Bylaws or Personnel Rules and Regulations relating to fringe benefits shall also apply to the Deputy Chief as they apply to other non-union employees of the Town, in addition to the benefits enumerated specifically for the benefit of the Deputy Chief, except as otherwise provided in this Agreement.
- C. This Agreement shall prevail over any conflicting personnel provisions of the Town Bylaws or Rules and Regulations.
- D. The Deputy Chief may carry over any personal time that was previously earned and accumulated with the Town of Wellesley as Police Officer, Sergeant, and Lieutenant. The specific personal days earned in previous ranks and carried over will be assigned to the Personal Time bank and may be carried over through subsequent fiscal years until utilized.

Section XII, No Reduction in Benefits

The Town shall not at any time during the Term of the Agreement reduce the salary, compensation or other benefits of the Deputy Chief, except to the degree such a reduction is across the board for all other non-union employees of the Town.

Section XIII, 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:

Town:

Chief of Police
485 Washington Street
Wellesley, MA 02482

Deputy Chief of Police:

Jeffrey B. Renzella
16 Bradley Avenue
Wellesley, MA 02481

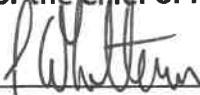
Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section XIV, General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Deputy Chief.
- C. If any provision, or any portion thereof, contained in this Agreement is held 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.
- D. For the purposes of the federal Fair Labor Standards Act and the Massachusetts Wage and Hour Law, the Deputy Chief is an "exempt employee."
- E. This Agreement may be amended at any time by written amendment executed by both parties.

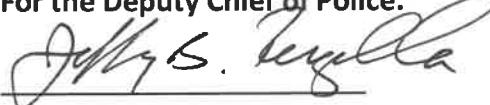
IN WITNESS WHEREOF, the Town of Wellesley, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Chief and duly attested by its Town Clerk, and the Deputy Chief has signed and executed this Agreement, both in duplicate.

For the Chief of Police


F. Scott Whittemore

Date: 11/18/24

For the Deputy Chief of Police:


Jeffrey B. Renzella

Date: 11/18/2024

I certify that there is an appropriation in an amount sufficient to fund this contract.

Town Accountant

Date: _____