

**CONTRACT  
BETWEEN  
TOWN OF BOXBOROUGH  
AND  
HONGHOA LE  
BOXBOROUGH FINANCE DIRECTOR/ ACCOUNTANT**

Contract made effective as of the 26th day of April, 2024 between the Town of Boxborough (hereinafter the "Town"), a duly authorized municipal corporation in Massachusetts in the County of Middlesex and Honghoa Le (hereinafter "Honghoa Le" or "Finance Director"). References to "employees of the Town" exclude those employed by the School Committee and union employees.

**WHEREAS**, the Town wishes to appoint Honghoa Le as the Finance Director of the Town; and,

**WHEREAS**, Honghoa Le has agreed to accept the appointment as Finance Director of said Town; and

**WHEREAS**, it is the desire of the Town to establish the conditions of employment and set the compensation and benefits of said Finance Director such as to secure the services of the Finance Director and to provide inducement for him/her to remain in the Town's employ; and

**WHEREAS**, Honghoa Le is willing to undertake and perform the duties of Finance Director of said Town; and

**NOW THEREFORE**, the Town and Honghoa Le hereby agree that the following terms and conditions shall govern the employment of Honghoa Le and the salary and benefits to which Honghoa Le shall be entitled as Finance Director pursuant to M.G.L. Chapter 41 § 108N and any successive Acts. Honghoa Le will be deemed an exempt employee as defined by the Fair Labor Standard Act (FLSA).

**1. DUTIES AND HOURS OF SERVICE:**

The Finance Director/Accountant shall perform the duties as prescribed by statute, the Town's By-Laws, the job description attached hereto, and as lawfully assigned, directed or delegated by the Town and/or the Town Administrator.

The Finance Director shall devote that amount of time and energy which is reasonably necessary to faithfully perform the duties of Finance Director under this contract. Honghoa Le will devote full time and attention to the business of the Town for no less than forty (40) hours per week and will not engage in any other business during office hours, except with the approval of the Town Administrator. A timecard must be submitted only for weeks in which paid leave is taken. It is recognized that the Finance Director must devote a great deal of time outside the normal office hours to the business of the Town, and to that end the Finance Director will be allowed to take reasonable time off as he/she shall deem appropriate during said normal office hours, provided reasonable notice is given to the Town Administrator.

During the term of this contract, the Finance Director will remain in the exclusive employ of the Town of Boxborough, however, with written pre-approval of the Town Administrator, and not to interfere or conflict with any duties or operations in Boxborough, the Finance Director may participate in third-party compensated duties. Outside duties may include teaching, instructing, and other work for example, as may be approved by the Town Administrator.

The Finance Director shall attend all Annual and Special Town Meetings, Finance Committee meetings and such other meetings that may be required in the performance of his/her duties as the Finance Director of the Town, unless otherwise excused from attending a particular meeting by the Town Administrator.

## **2. COMPENSATION:**

The Town shall pay Honghoa Le, subject to such statutory deductions as are required and any voluntary contributions and/or deductions desired by the Finance Director, on the same schedule as all other Town employees are paid. The Finance Director shall receive an annual salary of one hundred thirty-seven thousand two hundred fifty dollars (\$137,250.00) for the period of July 1, 2024 through June 30, 2025. The Finance Director shall be eligible to receive an annual salary of one hundred forty thousand seven hundred fifty dollars (\$140,750.00) for the period of July 1, 2025 through June 30, 2026, and an annual salary of one hundred forty-four thousand two hundred fifty dollars (\$144,250.00) for the period of July 1, 2026 through June 30, 2027.

The above FY2026 and FY2027 salary increases shall be contingent upon the Finance Director receiving a performance review of at least "proficient" for the one-year period that precedes the date that the increase is to take effect on. Said performance review shall be completed within thirty (30) days of the end of the performance year to be measured.

The following milestones may be considered for increased compensation, in addition to annual performance-based increases outlined above: Certified Government Accountant (CGA), Certified Public Accountant (CPA), and/or a master's degree in accounting, finance, or public administration from an approved, accredited university.

The Finance Director shall be paid all monetary compensation and reimbursement under this Agreement through direct deposit.

In the event the performance review is not conducted as provided above, the Finance Director's compensation shall be adjusted as if a "proficient" review rating had been achieved.

Starting in January of 2025 and in six (6) month intervals thereafter for the remainder of this contract, the Town shall contribute a sum of one thousand five hundred dollars (\$1,500.00) to the Finance Director's deferred compensation plan. The Finance Director shall notify the Town Treasurer in writing of the deferred compensation plan in which the payment is to be made.

**3. FINANCE DIRECTOR EVALUATION:**

The Town Administrator shall review and evaluate the Finance Director annually within 30 days of the end of the fiscal year. Said review and evaluation shall be based on the goals and objectives developed jointly and mutually agreed to by the Town Administrator and the Finance Director.

**4. COMMUNICATIONS:**

It is expected that the Finance Director will respond to the needs of the Town when necessary or required. As a result, the Finance Director will receive a \$40.00 per month stipend for use of the Finance Director's own cell phone.

**5. BENEFITS:**

The Finance Director shall be entitled to the following benefits:

Vacation: The Finance Director shall be entitled to accrue up to five (5) weeks' vacation per contract year. A vacation week shall be defined as five (5) working days. Vacation time shall accrue at the rate of sixteen and sixty-seven hundredths (16.67) hours per month. During the first twelve (12) months of this contract, vacation days may be used in advance of accrual. No more than eighty (80) hours of vacation leave may be carried forward into a new contract year.

The Finance Director shall be allowed to use vacation in half-day increments. Vacation time shall not be accrued during any unpaid Leave of Absence.

Should the Finance Director separate from employment during the life of this Agreement for any reason, the Finance Director will be entitled to receive payment for only that portion of vacation leave that has been accrued through the date of separation.

Holidays: The Finance Director shall receive the following paid holidays, and is not expected to report to work on:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Indigenous Peoples Day
Patriots Day	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

Each holiday will be observed by the Town on the day designated by State law.

**Bereavement Leave:** In the event that the spouse/partner, child, foster child, step-child, grandchild, father, mother, step-parent, sister, brother, grandparent, father-in-law, mother-in-law, son-in-law or daughter-in-law of the Finance Director shall die, the Town Administrator shall grant the Finance Director a leave of absence with pay for a period not to exceed five (5) working days.

**Jury Duty:** If the Finance Director is called to serve on jury duty, the Finance Director shall be paid the difference between his/her compensation for serving on jury (excluding reimbursement for out-of-pocket expenses) and the compensation provided for the Finance Director's salary. The Finance Director shall make every reasonable attempt to report for work on the days on which he serves. Reasonable documentary proof of actual service of jury duty must be presented for this compensation to be paid.

**Family Medical Leave:** The Finance Director is eligible for leave under the Family and Medical Leave Act (FMLA), consistent with the provisions for all other employees of the Town.

**Personal Leave:** The Finance Director shall be entitled to four (4) personal days per fiscal year starting in fiscal year 2025. Personal leave may be used for personal reasons and such leave shall be taken with the prior approval of the Town Administrator. Such approval shall not be unreasonably withheld.

Unused personal leave can never be used during another fiscal year, nor can it be converted to pay or compensation of any kind.

**Sick Leave:** The Finance Director shall be entitled to ten (10) days of sick leave per fiscal year. Sick leave shall accrue at the rate of six and sixty-seven hundredths (6.67) hours per month. The Finance Director shall also be entitled to join the Sick Leave Bank in accordance with the policies that govern enrollment and use. Sick time shall not be accrued during any unpaid Leave of Absence.

**Medical Insurance:** The Finance Director is eligible to enroll in the Town's health insurance plan under the same benefit conditions and percentage of premiums paid as other non-union employees of the Town.

**Absences:** The Finance Director shall notify the Town Administrator of any absences. Any use of vacation time in excess of three (3) days shall be pre-approved, with said approval not to be unreasonably withheld, by the Town Administrator.

**Absences Pre-Planned at the Time of Contract Execution:** Vacation approved 7/31/24 – 8/6/24

## **6. PROFESSIONAL DEVELOPMENT, DUES AND SUBSCRIPTIONS:**

The Town recognizes its obligations to the professional development of the Finance Director. The Town agrees to pay up to a maximum of two thousand dollars (\$2,000.00) annually for dues, subscriptions, registration, travel and subsistence expenses of the Finance Director for

memberships, conferences, short courses, institutes and seminars that are necessary for his/her professional development, as approved by the Town Administrator. Time spent in professional development activities shall not be deducted from vacation leave.

**7. GENERAL EXPENSES:**

The Finance Director shall be reimbursed for any reasonable and necessary expenses incurred in the performance of his/her duties, or as an official representative of the Town.

**8. RESIDENCY**

Reserved

**9. UNIFORMS AND EQUIPMENT**

Reserved

**10. TAXATION OF CERTAIN ITEMS**

Reserved

**11. INDEMNIFICATION AND LITIGATION**

The Town shall defend, save harmless and indemnify, without limitation, the Finance Director 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 his/her duties as Finance Director, even if said claim is brought/filed following his/her separation from employment. The Town (and/or its insurer) shall pay the amount of any settlement or judgment rendered thereon, and further, the Town (and/or its insurer) may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon without recourse to the Finance Director.

In connection with those claims or suits involving the Finance Director in his/her professional capacity and covered above, the Town, at its sole option, shall either retain and pay for an attorney to represent the Finance Director (including all fees and costs) or reimburse the Finance Director for any attorneys' fees and costs incurred by the Finance Director in connection with same, provided the Finance Director submits proper invoices and evidence of payment of same.

In the event the Finance Director has left the service of the Town, but has been called upon to provide a deposition, testimony, document review, or advice as an expert witness or party in litigation on behalf of the Town, the Town shall compensate the Finance Director on a per diem basis of Seven Hundred Fifty Dollars and No Cents (\$750.00) for such services. In addition, the Town shall pay the ordinary and necessary expenses of air and ground transport, lodging, meals, fees and sundry items relative thereto.

The provisions of Section 11 shall not apply to disputes between the Finance Director and the Town regarding his employment or concerning any of the terms and provisions of the Agreement.

This Section shall survive the termination of this Agreement

**12. INSURANCE:**

The Town agrees to furnish, at its own expense, public officials and general liability insurance for the Finance Director with liability limits of one million (\$1,000,000.00) dollars.

The Town shall pay the full premium of a ten thousand dollar (\$10,000.00) Accidental Death and Dismemberment Insurance Policy for the duration of this Agreement.

The Town shall pay fifty percent (50%) of the premium for Disability Insurance or equivalent that is presently in effect, should the Finance Director elect to enroll.

**13. DISCIPLINE AND DISCHARGE:**

Except as otherwise set forth in the "Severance" section below, during the term of this contract, the Town may discipline or discharge the Finance Director only for just cause. The Finance Director shall have the right to a pre-disciplinary or pre-discharge hearing and he/she shall be entitled to receive written notice of the charges against him/her at least 14 calendar days prior to the hearing. The Finance Director shall have the option of choosing whether or not any such hearing shall be closed to the public or shall be held as an open or public hearing. The Finance Director shall have the right to be represented by counsel or a representative of his/her choosing.

For the purpose of discipline or discharge, the definition of just cause includes, but is not limited to, the following:

- a) Malfeasance – defined as wrongdoing or misconduct by a public official or the commission of an act that is positively unlawful.
- b) Misfeasance – defined as the doing of a lawful act in an unlawful or improper manner so that there is an infringement on the rights of others.
- c) Nonfeasance – defined as the failure to do what duty requires to be done.

**14. SEVERANCE:**

In the event the Town wishes to terminate this Agreement prior to the end of its term for other than just cause, the Town shall pay the Finance Director a lump sum equal to two (2) months of his/her annual base salary, plus any unused accrued vacation he may have at the time of termination, and an additional amount equal to seventy five percent (75%) of the Town's portion of his/her health and life insurance benefits for a two (2) month period following termination. This section shall survive the termination of this agreement.

**15. TERM:**

- a. The term of this Contract shall begin July 1, 2024 and terminate on June 30, 2027 ("Termination Date") unless sooner terminated in accordance with Section 13 or 14.
- b. Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract no less than six (6) months prior to June 30, 2027 it shall automatically be extended, on the then applicable terms and conditions, for an additional year.
- c. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the Town to terminate the services of the Finance Director at any time, subject only to the provisions set forth in Sections 13 and 14 of this Contract.
- d. In the event the Finance Director wishes to resign his/her position with the Town during the term of this Agreement, he/she shall provide the Town with a minimum of sixty (60) days' written notice of such intent.

**16. NOTICES:**

Notices pursuant to this Contract shall be given personally in hand, by email or by first-class mail, postage prepaid, addressed as follows, unless either party hereafter informs the other party in writing of a change of address:

**TOWN:**

Town Administrator  
Boxborough Town Hall  
29 Middle Road  
Boxborough, MA 01719  
[townadmin@boxborough-ma.gov](mailto:townadmin@boxborough-ma.gov)

**FINANCE DIRECTOR:**

Honghoa Le  
[REDACTED]  
[REDACTED]  
[REDACTED]

Notice shall be deemed as given as of the date of email, personal service or as the postage mark of such written notice as sent by first-class mail.

**17. RIGHTS IN DEATH:**

Upon the death of the Finance Director, the Town shall pay to the Finance Director's estate all compensation which would otherwise have been payable to the Finance Director, up to and including the date of their death.

**18. AMENDMENTS:**

This Contract may be modified at any time in writing by the mutual consent of the parties executed in the same manner as this original Contract.

**19. ENTIRE CONTRACT:**

The text herein contains the entire Contract of the parties. No prior understanding, oral interpretation, direction or change, unless executed in writing, shall be valid.

**20. INTERPRETATION OF CONTRACT:**

The Contract will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

**21. SEVERABILITY:**

Should any clause or provision of this Contract determined to be illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and shall remain in full force and effect.

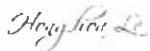
**22. DELEGATION OF AUTHORITY**

Reserved.

**23. ANNUAL APPROPRIATION:**

The terms of the Agreement shall be subject to annual appropriation by Town Meeting.

This Contract is executed as a sealed instrument this 26th day of April, 2024



Honghoa Le  
04/26/2024

Date: \_\_\_\_\_

Attest to Signature:



Town Clerk  
04/26/2024

Date: \_\_\_\_\_

Town of Boxborough  
Acting by and through its  
Town Administrator



Town Administrator  
04/26/2024

Date: \_\_\_\_\_