

**CONTRACT
BETWEEN
TOWN OF BOXBOROUGH
AND
EMILY ROUX
BOXBOROUGH TREASURER/COLLECTOR**

Contract made effective as of the 4th day of December, 2025 between the Town of Boxborough (hereinafter the "Town"), a duly authorized municipal corporation in Massachusetts in the County of Middlesex and Emily Roux (hereinafter "Emily Roux" or "Treasurer/Collector"). References to "employees of the Town" exclude those employed by the School Committee and union employees.

WHEREAS, the Town wishes to appoint Emily Roux as the Treasurer/Collector of the Town; and,

WHEREAS, Emily Roux has agreed to accept the appointment as Treasurer/Collector 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 Treasurer/Collector such as to secure the services of the Treasurer/Collector and to provide inducement for him/her to remain in the Town's employ; and

WHEREAS, Emily Roux is willing to undertake and perform the duties of Treasurer/Collector of said Town; and

NOW THEREFORE, the Town and Emily Roux hereby agree that the following terms and conditions shall govern the employment of Emily Roux and the salary and benefits to which Emily Roux shall be entitled as Treasurer/Collector pursuant to M.G.L. Chapter 41 § 108N 1/2 and any successive Acts. Emily Roux will be deemed an exempt employee as defined by the Fair Labor Standards Act (FLSA).

1. DUTIES AND HOURS OF SERVICE:

The Treasurer/Collector 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 Administrator and/or Finance Director.

The Treasurer/Collector shall devote that amount of time and energy which is reasonably necessary to faithfully perform the duties of Treasurer/Collector under this contract. Emily Roux 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 and/or Finance Director. At least thirty-two (32) hours per week will be in Town Hall, and up to eight (8) hours per week is allowed to be worked remotely. A timecard must be submitted only for weeks in which paid leave is taken. It is recognized that the Treasurer/Collector must devote a great deal of time outside the normal office hours to the business

of the Town, and to that end the Treasurer/Collector 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 and/or Finance Director.

During the term of this contract, the Treasurer/Collector will remain in the exclusive employ of the Town of Boxborough, however, with written pre-approval of the Town Administrator and/or Finance Director, and not to interfere or conflict with any duties or operations in Boxborough, the Treasurer/Collector 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 and/or Finance Director.

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

2. COMPENSATION:

The Town shall pay to Emily Roux, subject to such statutory deductions as are required and any voluntary contributions and/or deductions desired by the Treasurer/Collector, the salaries set forth in this section in installments on the same schedule as all other Town employees are paid. The Treasurer/Collector shall receive a salary of forty-nine thousand seventy-eight dollars and eighty-eight cents (\$49,078.88) for the period of December 22, 2025 through June 30, 2026 (although not an hourly employee, the equivalent hourly rate would be \$44.78). Each of the salary increases below represents a two thousand dollar (\$2000.00) annual increase, contingent upon a proficient evaluation rating in each year. The Treasurer/Collector shall be eligible to receive an annual salary of ninety-five thousand five hundred dollars (\$95,500.00) for the period of July 1, 2026 through June 30, 2027 (although not an hourly employee, the equivalent hourly rate would be \$45.74), an annual salary of ninety-seven thousand five hundred dollars (\$97,500.00) for the period of July 1, 2027 through June 30, 2028 (although not an hourly employee, the equivalent hourly rate would be \$46.70), and ninety nine thousand five hundred dollars (\$99,500.00) for the period of July 1, 2028 through June 30, 2029 (although not an hourly employee, the equivalent hourly rate would be \$47.47).

The above FY2027, FY2028 and FY2029 salary increases shall be contingent upon the Treasurer/Collector receiving a performance review of at least “proficient” for the evaluation 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. In the event the performance review is not conducted as provided above, the Treasurer/Collector’s compensation shall be adjusted as if a “proficient” review rating had been achieved.

Whereas the Town has accepted MGL Ch. 41 Sec. 108P, the Treasurer/Collector, upon presentation of either the Treasurer or Collector Certification from MCTA, shall also be eligible to receive an annual stipend in the amount of \$1,000.00, provided that such certification remains valid. If both certificates referred to above are attained, the Treasurer/Collector shall receive such stipend for only one such certificate.

The Treasurer/Collector shall be paid all monetary compensation and reimbursement under this Agreement through direct deposit.

3. TREASURER/COLLECTOR EVALUATION:

The Finance Director shall review and evaluate the Treasurer/Collector 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 Finance Director and the Treasurer/Collector.

4. COMMUNICATIONS:

Reserved.

5. BENEFITS:

The Treasurer/Collector shall be entitled to the following benefits:

Vacation: The Treasurer/Collector shall be entitled to accrue up to three (3) weeks' vacation per fiscal year, and a prorated amount for the period of December 22, 2025 through June 30, 2026. A vacation week shall be defined as five (5) working days. Vacation time shall accrue at the rate of ten (10) 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 fiscal year.

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

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

Holidays: The Treasurer/Collector 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 Employee shall die, the Employee shall be eligible for a leave of absence with pay for a period not to exceed five (5) working days. Bereavement Leave must begin within one day of the notification of death. One day may be reserved for a future burial or memorial service, provided it is taken within 6 months of the notification of death.

In the event that the aunt, uncle, brother-in-law, sister-in-law of the Employee, or of the Employee's spouse/partner, should die, the Employee shall be eligible for a leave of absence with pay for a period not to exceed one (1) working day.

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

Family Medical Leave: The Treasurer/Collector is eligible for leave under the Family and Medical Leave Act (FMLA), subject to the terms and conditions thereof, and consistent with the provisions for all other employees of the Town.

Personal Leave: The Treasurer/Collector shall be entitled to three (3) personal days per fiscal year starting in fiscal year 2026. Personal leave may be used for personal reasons and such leave shall be taken with the prior approval of the Town Administrator and/or Finance Director. 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 Treasurer/Collector 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 Treasurer/Collector 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 Treasurer/Collector 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 Treasurer/Collector shall notify the Town Administrator and/or Finance Director 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 and/or Finance Director.

Absences Pre-Planned at the Time of Contract Execution:

Reserved.

6. PROFESSIONAL DEVELOPMENT, DUES AND SUBSCRIPTIONS:

The Town recognizes its obligations to the professional development of the Treasurer/Collector. 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 Treasurer/Collector for memberships, conferences, short courses, institutes and seminars that are necessary for his/her professional development, as approved by the Town Administrator and/or Finance Director. Time spent in professional development activities shall not be deducted from vacation leave.

7. GENERAL EXPENSES:

The Treasurer/Collector 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 Treasurer/Collector 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 Treasurer/Collector, 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 Treasurer/Collector.

In connection with those claims or suits involving the Treasurer/Collector 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 Treasurer/Collector (including all fees and costs) or reimburse the Treasurer/Collector for any attorneys' fees and costs incurred by the Treasurer/Collector in connection with same, provided the Treasurer/Collector submits proper invoices and evidence of payment of same.

In the event the Treasurer/Collector 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 Treasurer/Collector on a per diem basis of Five Hundred Dollars and No Cents (\$500.00) 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 Treasurer/Collector and the Town regarding his/her 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 Treasurer/Collector with liability limits of one million (\$1,000,000.00) dollars.

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 Treasurer/Collector only for just cause. The Treasurer/Collector 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 Treasurer/Collector 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 Treasurer/Collector 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 Treasurer/Collector a lump sum equal to three (3) months of his/her annual base salary, plus any unused accrued vacation he/she 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 insurance benefits for a three (3) month period following termination. This section shall survive the termination of this agreement.

15. TERM:

- a. The term of this Contract shall begin December 22, 2025 and terminate on June 30, 2029 ("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, 2029 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 Treasurer/Collector at any time, subject only to the provisions set forth in Sections 13 and 14 of this Contract.
- d. In the event the Treasurer/Collector 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 forty-five (45) 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

TREASURER/COLLECTOR:

Emily Roux
[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 Treasurer/Collector, the Town shall pay to the Treasurer/Collector's estate all compensation which would otherwise have been payable to the Treasurer/Collector, 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 be 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 4th day of December, 2025.



Emily Roux

12/05/2025

Date: _____

Town of Boxborough
Acting by and through its
Town Administrator:



Town Administrator

12/05/2025

Date: _____

See Additional Signatures on the following page:

Attest to Signature:



Town Clerk

12/08/2025

Date: _____

Approved as to Legal Form by:

Joseph Fair, Town Counsel

Date: _____

Approved as to Sufficiency of Funds
for the Current Fiscal Year:



Honghoa Le,
Finance Director/Town Accountant

12/05/2025

Date: _____