

EMPLOYMENT CONTRACT
BETWEEN DOUGLAS LAPP
AND THE TOWN OF ROCKLAND
JULY 2020 – JULY 2023

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, is made and entered into this 16th day of March, 2020, by and between the Town of Rockland, Commonwealth of Massachusetts, a municipal corporation, acting by and through its Board of Selectmen, who act hereunder in their representative capacity only and without any personal liability to themselves, hereinafter called "Employer", and Douglas Lapp, hereafter called "Town Administrator." To the degree that this Agreement modifies the employment agreement between the Town Administrator and the Employer dated May 6, 2019 this Agreement shall supersede the prior employment agreement. Any provision of the prior employment agreement not specifically modified by this Agreement shall remain in full force and effect until July 7, 2020.

WITNESSETH:

1. Employer desires to continue to employ the service of Douglas Lapp as **Town Administrator** for the Town of Rockland, as provided by the Rockland Town Charter or the authority granted to the Board of Selectmen therein; and
2. It is the desire of the Employer to describe and define the duties, subject to the Town Charter to provide certain benefits, to establish certain terms and conditions of employment, and to set the working conditions of said Town Administrator pursuant to Chapter 41, Section 108N of the Massachusetts General Laws; and
3. The Town Administrator represents that he is qualified and capable of continuing to perform the duties and responsibilities of said position, as shown on the job description, subject to the Town Charter, for the position, which shall be attached to this document and incorporated by reference herein; and
4. Town Administrator desires to continue to accept full time employment as **Town Administrator** of said Town and to use his best efforts, skills, abilities and training to carry out her duties and responsibilities.

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

Section 1. Duties

The Town Administrator shall perform the duties described in Rockland Town Charter, Section 2.19 and any other relevant provisions of the Town Charter.

Section 2. Term

The term of this Agreement shall be from July 8, 2020 through July 7, 2023 (three-year term) unless sooner terminated in accordance with the provisions hereof. Town Administrator agrees to remain in the exclusive employ of the Employer during the term of this Agreement.

In the event the Town's home rule special act charter is amended in accordance with Massachusetts General Laws Chapter 43 or by any act of the General Court, and a change in the form of government is adopted, Douglas Lapp shall continue to serve as Chief Administrative Officer of the Town of Rockland for the duration of this Agreement.

Section 3. Salary

Subject to the terms and conditions of this Agreement, and while he is engaged as and performing the duties of the Town Administrator, the Employer agrees to pay the Town Administrator for his services rendered pursuant hereto an annual salary, as shown below:

- Effective July 8, 2020 – Annual Salary - \$164,000 per year – paid weekly
- Effective July 8, 2021 – Annual Salary - \$168,100 per year – paid weekly
- Effective July 8, 2022 – Annual Salary - \$172,300 per year – paid weekly

The Town Administrator recognizes and agrees that he will not be entitled to any salary increases or changes in benefits accorded to other town employees during the term of this agreement, unless the Employer agrees to same by an amendment to this Agreement. To that end, the terms of this Agreement shall supersede and prevail over any terms and conditions of the Personnel Bylaw of the Town of Rockland except where otherwise specifically provided for in this agreement. The foregoing annual salary for the period of this Agreement shall not be subject to the budget appropriation for said salary.

The parties agree to revisit the issue of salary and other forms of compensation of the Town Administrator one (1) year from the date of the execution of this Agreement.

Section 4. Suspension, Termination and Severance Pay

A. Suspension. Employer may suspend the Town Administrator at any time during the term of this agreement for any legal reason subject to the Fair Labor Standards Act, subject to the Rockland Town Charter, Section 2.18.

B. Termination. The Board may terminate the Town Administrator for any legal reason subject to the Rockland Town Charter, Section 2.18.

C. In the event Town Administrator voluntarily resigns his position with Employer before expiration of the term of employment provided for herein, then Town Administrator shall give the Employer two months' notice in advance unless the parties otherwise agree. In the event Town Administrator voluntarily resigns, he shall not be eligible for severance benefits.

D. Paid administrative leave shall not be considered a suspension for the purposes of this Agreement. Rather, it is considered non-disciplinary.

E. If the Town Administrator is terminated by the Employer, or is requested to resign by the Board, during the term of this Agreement, he shall be paid severance pay in a lump sum cash payment in the amount equivalent to six (6) months' wages on or before the effective date of termination of his employment; provided, however, that in the event the Town Administrator is terminated for gross misconduct in office, the

Town shall have no obligation to pay the aggregate severance sum provided in this paragraph. Acceptance of said severance pay shall constitute a waiver of any and all claims or causes of action against the Town of Rockland or any official or employee of the Town, arising out of the Town Administrator's employment.

Section 5. Performance Evaluation

Annually, the Board of Selectmen and the Town Administrator shall define such goals and performance objectives, and the Town Administrator's role in the attainment of such goals and objectives, which they determine necessary for the proper operation of the Town and attainment of the Employer's policy objectives. The Town Administrator shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The Town Administrator shall prepare and submit for the Board of Selectmen's approval a written document summarizing said goals and objectives which shall be signed by both parties and shall be attached to and become a part of this agreement.

Section 6. Hours of Work

Except as otherwise authorized, the Town Administrator shall devote, as a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position.

Due to the unique nature of the municipal management function, it is understood and agreed that in order to properly perform the job required, the Town Administrator may have to expend additional time beyond the normal work day, and the Town Administrator agrees to do same as required. The Employer shall require the Town Administrator to be physically present at his office at Town Hall during the normal workday unless he has given the Chairman of the Board of Selectmen notice of the reason(s) for said absence, or unless he is on sick leave or vacation leave. It is acknowledged that the position is one of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

Section 7. **Vacation, Holiday, Personal Leave, Sick Leave and Jury Duty**

A. Town Administrator shall be granted four (4) weeks (20 paid days) vacation leave as of July 1st annually. The Town Administrator will receive payment for all unused vacation leave upon separation for any reason.

B. With the approval of the Employer, the Town Administrator may carry over two weeks of vacation into the following year. Subject to the terms and conditions of this agreement, upon termination the Town Administrator shall be paid for all unused vacation leave.

C. The following shall be paid holidays for the Town Administrator: New Years Day, Labor Day, Martin Luther King Day, Columbus Day, President’s Day, Veteran’s Day, Patriot’s Day, Thanksgiving Day, Memorial Day, Christmas Day, and Independence Day. If any of these days falls on a Saturday, the preceding Friday will be considered the holiday. Holidays on a Sunday will be celebrated on Monday.

D. The Town Administrator shall be entitled to take paid time off for illness, however, excessive absenteeism, for which the Town Administrator shall be given adequate advance written warnings, shall be grounds for disciplinary action, up to and including termination. The Town Administrator shall notify the Chair of the Board of Selectmen when absent due to illness and maintain a record of all time off taken due to illness.

E. The Town Administrator shall be granted three (3) days personal leave annually. The Town Administrator may not carry over unused personal leave into a subsequent fiscal year. Said emergency or personal leave days are not eligible for buyback upon resignation or termination.

F. In the event of the death of a member of the Town Administrator’s immediate family, he shall be allowed three days off without loss of pay. “Immediate

family” shall be defined as a spouse, parent, sibling, child, grandchild, mother-in-law, father-in-law, or spouse of a sibling.

G. In the event that the Town Administrator serves as a juror in a federal court or in the Courts of the Commonwealth, he shall receive from the Town the difference between his salary and the compensation he received for such jury services, exclusive of any travel or other allowance; provided, however, he shall receive his or her full pay for his or her first three days of service for the Commonwealth of Massachusetts.

Section 8 Health and Life Insurance

The Town Administrator (which term in this context under this provision shall include his dependents) shall be entitled to participate in whatever group medical, dental, life insurance and benefit plans are offered by or through the Town of Rockland and the pension benefit plan through the Plymouth County Retirement Board on the same basis as other Town employees.

If the Town Administrator is eligible to enroll in the Town’s health insurance coverage as of July 1st annually but does not elect to do so, he shall be eligible to receive an annual payment of \$2,500, subject to the following¹:

- A. The Town Administrator must notify the Town during the Open Enrollment period that he is withdrawing or will not be receiving health insurance coverage from the Town’s health insurance coverage, effective July 1st.
- B. The Town Administrator must certify that he has coverage for health care through a spouse or other family member.
- C. The Town Administrator must remain off of the Town’s health insurance coverage for the period of July 1 through June 30, for any

¹ Note: the Town Administrator has elected to enroll in the Town’s health insurance coverage for FY21.

benefit year this benefit is claimed. If Town Administrator enrolls in the Town's health insurance plan during any benefit year, due to a loss of coverage from a source other than the Town during the foregoing period he shall not be eligible for this payment.

- D. The Town Administrator must fill out a Voluntary Waiver of Health Insurance form, provided by the Town.
- E. Payments to the Town Administrator shall be made on or about June 1st.
- F. The Town Administrator shall not be eligible for this benefit if he receives health insurance coverage from the Town of Rockland through a spouse or other family member.

Section 9. Indemnification

Employer shall provide indemnification and legal defense for the Employee in accordance with M.G.L. c. 258. To the extent not otherwise prohibited by law said indemnification and legal defense shall include any claim made following the expiration of the term of this agreement or the termination from employment of the Employee, so long as the Employer would have been otherwise obliged to provide indemnification and legal defense had the term not expired or the employment not have been terminated. Employee shall, as a condition of said indemnification and legal defense, cooperate with the Town, its attorneys and agents in all matters relating to said claim. The Town, during the term of this Agreement, will maintain adequate professional liability insurance for the Town Administrator in connection with his performance of his duties as Town Administrator.

Section 10. Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Town Administrator under any law, bylaw or regulation.

Section 11. Non-Renewal of Agreement

If the Board decides not to renew this Agreement at its termination, the Board shall give the Town Administrator written notice at least one year in advance of its intent not to renew this Agreement. If the Board fails to give such written notice, the Town Administrator he shall be paid severance pay in the amount equivalent to six (6) months' wages at his then current rate of pay.

Section 12. Other Terms and Conditions of Employment

A. Reimbursement for Expenses, The Town Administrator shall be reimbursed for mileage for authorized business use of his private automobile, excluding commuting to and from work, at the established Town rate, including tolls and parking. The Town Administrator will also be reimbursed for other authorized expenses incurred in the conduct of Employer's business including the purchase of a cell phone and laptop unless supplied by the Town. Subject to available funding, the Town Administrator will be reimbursed for any expenses incurred as an official representative of the Town including attendance by him or her at civic or social events.

B. Professional Dues and Activities, Educational courses, seminars and/or meetings are encouraged to maintain professional certifications and promote knowledge for the Town Administrator. The Town shall pay for membership in the Massachusetts Municipal Managers Association (MMMA) and the International City Managers Association (ICMA) and for expenses related to attendance at conferences sponsored by those organizations, subject to available funding. The Town Administrator shall notify the Board of Selectmen if he will be out of the office for one (1) work day or longer for professional development activities.

C. The Town Administrator is an Exempt Official under the Town of Rockland Personnel Bylaw, and as such, is not entitled to any other right or benefit under the Personnel Bylaw not specifically enumerated in this Agreement.

D. Since the Town Administrator's duties require that he be on duty and available 24 hours a day, 7 days each week, he shall be allowed personal use of the cell phone.

E. If the Town Administrator leaves the employment of the Town and serves as a witness in depositions, trials, or administrative proceedings, he shall be paid for each day of preparation and attendance at the trial on a per diem basis based on his salary at the time of his separation from employment from the Town.

F. The Town shall not at any time during the term of the Agreement reduce the salary, compensation or other benefits of the Town Administrator, except to the degree such a reduction is across the board for all other employees of the Town.

G. 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. This Section shall survive the termination of this Agreement.

Section 12. Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, First Class Mail, postage prepaid, addressed as follows:

1. Employer: Board of Selectmen
242 Union Street
Rockland, Massachusetts 02370

2. Town Administrator: Douglas Lapp

Section 13. General Provisions

A. This Agreement shall constitute the entire Agreement between the parties except to the extent that other documents are referred to herein which documents shall be deemed to be incorporated by reference herein.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Town Administrator.

C. This Agreement shall become effective commencing July 8, 2020.


D. All benefits and obligations of the Employer, except as otherwise provided herein, shall be conditional upon the Town Administrator being employed as and performing the services required of the **Town Administrator**.

E. The failure of a party to insist on strict compliance with a term of provision of this Agreement shall not constitute a waiver of any term or provision of this Agreement.

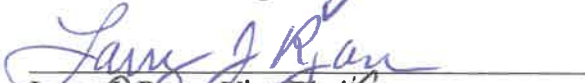
IN WITNESS WHEREOF, the Town of Rockland, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen and the Town Administrator has signed and executed this Agreement, both in duplicate, the day and year first above, written.

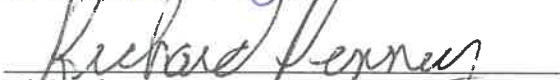
Board of Selectmen

Town Administrator



Michael J. O'Loughlin, Chairman



Douglas Lapp

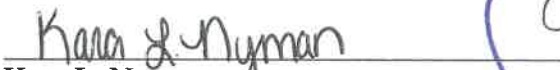

Larry J. Ryan, Vice Chairman


Richard Penney

Approval as to Form:


Michael P. Mullen, Jr.


John J. Clifford, Esq.
Town Counsel


Kara L. Nyman

Date: 5/14/21

**AMENDMENT TO THE EMPLOYMENT CONTRACT
BETWEEN DOUGLAS LAPP AND THE TOWN OF ROCKLAND,
JULY 2020 – JULY 2023**

Due to the ongoing COVID-19 Pandemic, and the economic hardship that has resulted from that crisis, Mr. Lapp has offered and the Board of Selectmen has agreed to accept the following modification to his employment contract:

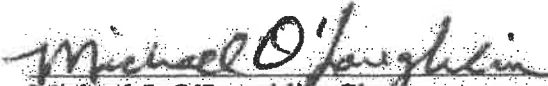
Section 3. Salary shall be amended by deleting the text “\$164,000 per year” and replacing it with “\$160,000 per year” in the line beginning with “Effective July 8, 2020.”

This amendment makes no other changes to the contract executed on by the Parties for the period of July, 2020 through July, 2023, and all other provisions of that contract remain in full force and effect.

IN WITNESS WHEREOF, the Town of Rockland, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen and the Town Administrator has signed and executed this Agreement, on the day and year written below.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Board of Selectmen


Michael J. O'Loughlin, Chairman

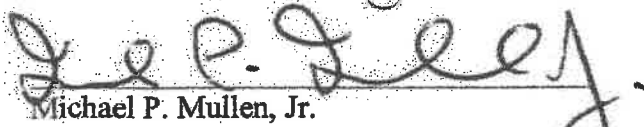
6/15/20
Date


Larry J. Ryan, Vice Chairman

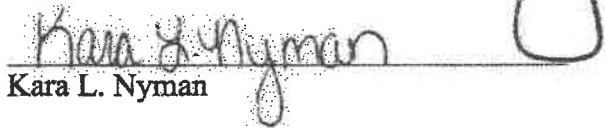
6/18/20
Date


Richard Penney

6/17/2020
Date


Michael P. Mullen, Jr.

6/18/20
Date


Kara L. Nyman

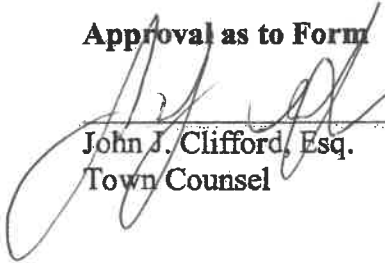
6/4/20
Date

Town Administrator


Douglas Lapp

6/4/20
Date

Approval as to Form


John J. Clifford, Esq.
Town Counsel

6/18/20
Date