

**EMPLOYMENT AGREEMENT
BETWEEN THE TOWN OF EAST BRIDGEWATER
AND
RYAN MCGONIGLE, INFORMATION TECHNOLOGY DIRECTOR**

This Agreement (the "Agreement") is entered into as of July 1, 2021 between the Town of East Bridgewater, Massachusetts (hereinafter known collectively as the "Town" or "Employer") and Ryan McGonigle, ("IT Director" or "Director") in accordance with the applicable provisions of Massachusetts General Law.

WITNESSETH:

WHEREAS the Town desires to employ the services of Ryan McGonigle as IT Director of the Town of East Bridgewater;

WHEREAS the Board under Massachusetts General Laws, c. 41 may contract with the Director for such services;

WHEREAS it is the desire of the Town to contract for the salary and benefits of said Director;

WHEREAS it is the desire of the Board to retain the services of the IT Director, and to provide an inducement for him to remain in such employment; and

WHEREAS Ryan McGonigle agrees to accept employment as IT Director of said Town.

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

Section I: Functions and Duties of the IT Director.

The Town hereby offers employment to Ryan McGonigle as IT Director of said Town, and the IT Director accepts said offer of employment. The Director shall be responsible for the management and operation of the Information Technology Department in accordance with policies established by the Board of Selectmen. The IT Director shall be under the general supervision of the Town Administrator, and shall keep the Town Administrator informed regarding all projects, initiatives and serious issues that may arise. Duties shall be as specified in the job description of the IT Director, which shall be considered a part of this contract. A copy of the job description is attached to this contract. Those duties shall include, but not be limited to:

1. Supervision of the daily operation of the Department.
2. Supervise all department personnel or contractors.

3. Prepare the Department budgets and submit proposals for budgets to the Board of Selectmen and the Finance Committee.
4. Give reports to the Board of Selectmen either orally or in writing when requested or required in order to ensure the proper communication between the Board of and the Department.
5. Be responsible for all departmental expenditures, disbursements, and collected funds in accordance with the laws and statutes of the Commonwealth of Massachusetts and the by-laws of the Town of East Bridgewater.
6. Oversee and be responsible for the carrying out of all training programs for all non-school personnel and community-related programs.
7. Be available for hearings before any board of the Town of East Bridgewater at which the Department is required to appear and before town meetings when necessary.

Section II. Term.

This Agreement shall become effective July 1, 2021 and shall be in full force and effect until June 30, 2024. The Agreement shall be for a term of three years, subject to **Section III**, and shall be binding on the Town in each year of its duration.

Section III. Separation/Non-Renewal.

During the term of this Agreement, the parties agree that the Director may not be disciplined, suspended, or removed from his position except for cause after a hearing.

The Town may terminate the service of the Director at any time for cause. "Cause" under this Agreement shall be defined as a failure to meet performance goals as described below or serious misconduct in violation of any law or Town policy, whether such misconduct occurs on or off duty.

The Town may terminate the Director for failure to meet performance standards before the expiration of the term of employment. To determine if the Director is meeting said performance standards, the Board of Selectmen, or the Town Administrator, if directed by the Board, may perform a performance evaluation. The Town and the Director shall agree in advance on the performance evaluation instrument to be used. In the event of termination for unacceptable performance, the Town agrees to pay the Director a lump sum cash payment of two (2) weeks' severance pay. Additionally, upon such termination, the Director shall be paid a lump sum cash payment in lieu of all accumulated vacation leave.

In the event the Director voluntarily resigns his position with Town before the expiration of the term of employment provided for herein then he shall give the Town ninety (90)

days' notice in advance unless the parties otherwise agree. In the event the Director voluntarily resigns, he shall not be eligible for severance benefits.

- a. The Board of Selectmen will provide written notification as provided herein to the Director ninety (90) days before the end of the contract period if the Board does not intend to renew this agreement with the terms, conditions, compensation, and benefits, equal to or exceeding this agreement.
- b. If the Board of Selectmen fails to provide the foregoing ninety (90) days' notice of non-renewal, and the term of this Agreement ends, Mr. McGonigle shall be considered an employee-at-will until such time as the Board of Selectmen votes to renew the Agreement or terminate his employment.

Section IV. Salary.

- A. The Town agrees to pay the Director for services rendered under this Agreement, an annual salary of \$105,600.60 subject to applicable withholdings and deductions, effect July 1, 2021, and continuing through June 30, 2022, payable in installments at the same time as other employees of the Town of East Bridgewater are paid.
- B. The Town agrees to pay the Director for services rendered under this Agreement, an annual salary of \$107,712.61 subject to applicable withholdings and deductions, effect July 1, 2022, and continuing through June 30, 2023, payable in installments at the same time as other employees of the Town of East Bridgewater are paid.
- C. The Town agrees to pay the Director for services rendered under this Agreement, an annual salary of \$110,405.43 subject to applicable withholdings and deductions, effect July 1, 2023, and continuing through June 30, 2024, payable in installments at the same time as other employees of the Town of East Bridgewater are paid.
- D. If the Director continues in office after the expiration of this Agreement, and there is no successor agreement, he shall continue to receive the latest salary under this Section until his salary shall be otherwise provided for by the Town. (This Subsection shall survive the termination of this Agreement.)

Section V. Hours of Work.

The position of Information Technology Director is a 40 hour a week position, including remote time from home, but the IT Director agrees to devote the amount of time and energy which he determines is reasonably necessary for the Director to faithfully perform the duties of the Director under and within this contract. It is understood and agreed that in order to perform the job required properly, the Director may have to expend additional time beyond the normal workday, and the Director agrees to do the same as required. The Director agrees to remain in the exclusive employ of the Town of

East Bridgewater for the duration of this Agreement unless he requests and receives permission to perform work other than for the Town of East Bridgewater.

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.

However, the Director may adjust his schedule considering such extra time as long as the same does not interfere with the obligations to perform his duties. No "compensatory" time may be accrued. (Participation as a student in continuing education shall not be considered an activity subject to this paragraph.)

Section VI. Health Insurance, Vacation, Holidays, Sick Leave, Funeral Leave, and Disability

- a. The Director (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 East Bridgewater and the pension benefit plan through the Plymouth County Retirement Board on the same basis as other Town employees. If the IT Director so waives health and dental plan membership the town agrees to pay the IT Director \$1,500.00 per year. In the event the IT Director elects to re-join the town's health insurance and dental plans, the reimbursement would cease.
- b. The Director shall be granted twenty (20) days paid vacation on July 1st of each year of this Agreement. The Director shall be allowed to carry over any unused portion or submit for reimbursement up to five (5) days of unused vacation time remaining to his credit. If the Director has accrued more than five days of unused vacation time, he may apply to the Town Administrator for approval to carry over or submit for reimbursement a greater amount of unused time.
 - i. Upon the retirement or death, the Director or his estate, in addition to all other benefits, shall be entitled to be paid for all accrued vacation leave, said monies calculated as of the day of retirement or death.
 - ii. Prior to taking any vacation leave in which, the Director shall be unable to respond to his duties, the Director shall advise the Town Administrator of the name of the employee-in-charge of the Department for the period of the vacation leave.
- a. The Director shall be granted fifteen (15) sick days per fiscal year. Unused sick days may be accumulated from year to year up to 120 days.
 - i. Upon retirement, the Director shall be reimbursed for unused sick time accrued in excess of 25 days and less than 120 days at 75%.

- ii. IT Director will be allowed to carry over 30 days sick time accrued from employment with the Town of Hanson.
- b. The Director shall receive one day off with pay for the following holidays:

1/2 Day before New Year's Day	New Year's Day
Martin Luther King Day	Presidents Day
Patriots Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
1/2 Day before Thanksgiving	Thanksgiving Day
Day after Thanksgiving	Christmas Eve Day
Christmas Day	
- e. In the event of the death of a spouse, child, mother, father, sister or brother, the Director will be granted five (5) days of leave without loss of pay. In the event of the death of a mother-in-law, father-in-law, grandparent, or grandchild, the Director will be granted three (3) days of leave without loss of pay. In the event of the death of an aunt, uncle, brother-in-law, sister-in-law, niece, or nephew, the Director shall be granted one (1) day off without loss of compensation if the funeral is on the Director's regular workday.
- f. The Director shall receive three (3) personal days per year.

Section VII. Professional Development/Expenses.

- A. Time with pay shall be given to the Director to allow participation in appropriate information technology related meetings, conferences, association memberships, and programs or any other organizational participation or training as the Town Administrator shall approve. Funds will be budgeted each year to cover the Director's expenses in attending such events. It is understood that the funds available may not cover the full cost of attending a given program, and that, in some cases, no funds may be available.
- B. The Director shall also be reimbursed at the IRS approved rate per mile for the use of his personal automobile on Department-related business.

Section VIII. Other/Miscellaneous:

- 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 prevail over any conflicting personnel provisions of the Town Bylaws.

Section IX. Notices.

Notices pursuant to this Agreement may be personally served. Notice shall be deemed 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 X. General Provisions.

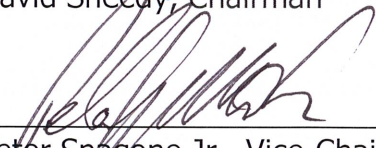
- A. The text herein shall constitute the entire Agreement between the parties.
- B. The Director and the Board of Selectmen agree that this agreement supersedes the Town's Personnel Bylaw. As such, the Director shall not accrue any benefit other than that which is delineated in this contract.
- C. If any provision, or any portion thereof, contained in the Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or part 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 Fair Labor Standards Act, the Director shall be an "exempt employee."

IN WITNESS WHEREOF, The Town of East Bridgewater, Massachusetts, has caused this Agreement to be signed and executed on its behalf by its Board of Selectmen and duly attested by its Town Clerk, and the Director has signed and executed this Agreement, both in duplicate.

TOWN OF EAST BRIDGEWATER
Acting by and through its Board of Selectmen



David Sheedy, Chairman




Peter Spagone Jr., Vice-Chairman



Carole Julius, Clerk

IT DIRECTOR




Ryan McGonigle, IT Director

Date: 5/12/21

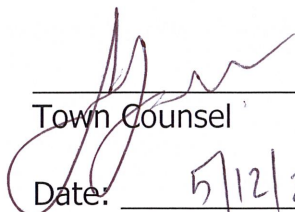
Date: 5/12/21

Attest to Signatures:



Susan Gillpatrick, Town Clerk

Approved as to Legal Form



Town Counsel
Date: 5/12/21

ATTACHMENT A

1. DUTIES

The following description is a general summary of responsibilities with some specific duties. It is not a total delineation of all duties nor does it limit the responsibilities to those stipulated. Position functions as apart of overall municipal team to ensure effective and efficient municipal operations.

DEFINITION:

Performs highly complex technical, professional, managerial and administrative work to direct the planning, development and administration to the Town information systems operations and infrastructure with particular emphasis in the municipal network operations and infrastructure and data base systems.

DISTINGUISHING CHARACTERISTICS:

1. Performs high-level, diverse, complex, technical and computer systems duties requiring considerable knowledge, experience and independent judgment.
2. Responsible for oversight of municipal computer data, network and communications systems, assuring efficiency and effectiveness of use.
3. Works with all other Department Heads to plan and implement appropriate, up to-date systems for municipal use.
4. Exercises supervision over town-wide computer systems requirements, programs, goals, objectives and service delivery and the development of strategies, priorities and resources to achieve same.
5. Assists in ensuring safety, security and maintenance of municipal administration computer systems.
6. Has access to town-wide confidential and highly sensitive information.
7. Contacts involve a broad spectrum of people, including all levels of staff, external agents and vendors/ contractors.
8. Some physical effort required in performance of duties, which are normally performed under typical office conditions.

EXAMPLES OF WORK: Including but not limited to:

1. Updates software and hardware, as needed, including software patches, anti-virus definition updates and version upgrades. Keeps current with existing and emerging technologies.
2. Monitors all systems/network servers, sets up new servers as necessary.
3. Designs, develops and maintains town web site working closely with Town departments to obtain appropriate content and to determine new enhancements.

4. Performs network backups and restores including scheduling tape rotation and replacement and ensuring reliability of data.
5. Provides installation, configuration, administration, troubleshooting and support of Town network infrastructure (LAN/WAN) and services including hardware, software, network security, data recovery management, network printing and remote access, e-mail, firewalls and routers. Oversees installation of network wiring and hardware.
6. Analyzes, recommends and assists in planning for and implementing systems improvements. Implements new technologies as they are adopted.
7. Assures internet, network system efficiency and effectiveness in departmental operations; develops, coordinates and implements user training to enhance employees' computer skills, maintains network reliability.
8. Leads in the preparation, justification, presentation, management and administration of the Department's capital and operating budgets.
9. Responds to user questions and solves problems; train users or arraigns for training in computer applications.
10. Assists in special projects.
11. Attends relevant professional meetings and conferences.