

**ACUSHNET SCHOOL COMMITTEE and TOWN OF ACUSHNET  
Contract of Employment**

**CHRISTOPHER OLIVER  
CHIEF TECHNOLOGY OFFICER**

This Contract of Employment ("the Agreement") is made this 19<sup>th</sup> day of JUNE 2020, by and between Dr. Paula J. Bailey, acting on behalf of the Acushnet School Committee, (hereinafter referred to as "the Committee"), Ms. Julie Hebert, the Town Administrator acting on behalf of the Acushnet Board of Selectmen (hereinafter referred to as "the Town") and Mr. Christopher Oliver (hereinafter referred to as "Mr. Oliver" or "the Technology Officer") (collectively "the Parties").

In consideration of the promises herein contained, the parties hereto agree as follows:

**1. EMPLOYMENT:** The Committee and the Town hereby agree to employ Mr. Christopher Oliver as the Chief Technology Officer for the Acushnet Public School District and the Town of Acushnet, and the Technology Officer hereby accepts said employment on the following terms and conditions:

**2. COMPENSATION:** The Committee and the Town hereby agree to pay the Technology Officer an annual salary as follows:

Effective July 1, 2020, through June 30, 2021- One hundred nine thousand, eight hundred and forty-one dollars (\$109,841.00)

The financial terms for subsequent fiscal years covered by this Agreement shall be negotiated on an annual basis and incorporated as part of this Agreement.

In the event that the Technology Officer works less than a full work year as defined in Section Four; his compensation identified in this paragraph shall be pro-rated accordingly. The Technology Officer will be paid in bi-weekly installments on the payroll system in place with the Town.

**3. TERM:** The term of this contract shall commence on July 1, 2020 and shall end on June 30, 2023. If the Superintendent of Schools does not notify the Technology Officer at least (90) calendar days prior to the stated expiration date that the School District does not intend to renew this Contract, it shall be renewed for one (1) additional fiscal year beginning on July 1, 2023. In the event that the Board of Selectmen terminate their separate agreement on sharing technology services with the Committee through Mr. Oliver, the school committee and Mr. Oliver agree the provisions of this contract shall continue in accordance with the terms of this agreement unless the parties mutually agree otherwise, at an 82.5% FTE basis on his then applicable salary. This shall not limit the superintendent's rights per the language as set forth in Section 12.

**4. WORK YEAR:** The Technology Officer's work year shall be on twelve (12) months and constitute a fiscal year. The Technology Officer shall be entitled to all of the legal holidays observed by the School District. In addition, the Technology Officer shall receive twenty-five (25) days of vacation per fiscal year in the manner set forth herein. The Technology Officer shall earn vacation on a monthly basis, earning one-twelfth (1/12) of

his annual vacation each month. For the mutual convenience of the parties, the Technology Officer's annual vacation amount shall be advanced to him at the start of the fiscal year, subject to the understanding that if the Technology Officer's employment with the School District and the Town is terminated during a year by layoff, resignation, dismissal or retirement and the Technology Officer has utilized more than his earned vacation leave, the Technology Officer shall reimburse the School District for the value of the unearned days taken. All requests for vacation leave shall be approved by the Superintendent of Schools in advance. It is further understood that the Technology Officer will be able to carry over up to five (5) unused vacation days in any given contract year covered by this Agreement, with the further understanding that the Technology Officer's vacation day balance shall not exceed thirty (30) days.

**5. WORK DAY:** The Technology Officer shall work the number of hours necessary to perform all duties and responsibilities of the position. The Technology Officer will attend evening, weekend, emergency or such other meetings or conferences as requested by the Superintendent or Town Administrator, including meetings of Town Boards and Committees, as required.

**6. DUTIES:** The Technology Officer will report directly to the Superintendent of Schools and shall perform faithfully, to the best of his ability, the duties and responsibilities as outlined in the job description for the Technology Officer. In addition, the Technology Officer shall carry out any and all duties and responsibilities assigned to him or expected of him by the Superintendent of Schools and Town Administrator pursuant to the policies, procedures, practices or regulations of the School District and Town. The Technology Officer shall devote his entire time, attention and energy to his duties during normal business hours. Other activities of a professional nature may be authorized during normal business hours at the sole discretion of the Superintendent and Town Administrator.

**7. CERTIFICATION:** The Technology Officer shall furnish and maintain throughout the term of this Agreement a valid and appropriate Massachusetts Department of Education certification in Instructional Technology.

**8. FRINGE BENEFITS:** The Technology Officer shall be entitled to the following fringe benefits and no others:

**A. INSURANCE:** The Technology Officer shall be entitled to group medical, health and life insurance as is currently available to Town Employees upon payment of his share of the premium(s).

**B. SICK LEAVE:** The Technology Officer shall receive on July 1<sup>st</sup> of each contract year, eighteen (18) days of sick leave for absences on workdays due to personal illness, injury or accident with a maximum accumulation of sick days of one hundred fifty (150) days. The Technology Officer will be allowed to use five (5) of his eighteen (18) sick days per year in cases of family illness of a spouse, child, or parent. These family sick days shall be documented and a copy sent to the Central Office to be filed. In the event the Technology Officer is absent from work for three (3) consecutive work days, the employer may require that the Technology Officer submit satisfactory medical evidence concerning his absence. The failure to produce such evidence within seven (7) work days may result in denial of sick leave for the period of absence. Upon retirement, and if the Technology Director has completed a minimum of ten (10) years of service with the Town of Acushnet, the Technology Director will receive in one lump sum, thirty dollars (\$30.00) for each unused day of accumulated sick leave, limited to one hundred fifty (150) days.

**C. PERSONAL DAYS:** The Technology Officer shall annually be allowed two (2) days of personal leave for absences on workdays necessitated by pressing personal business. Personal days shall not carry over from year to year. In the event that the Technology Officer should leave the employ of the School District and the Town, he shall not be compensated for any unused personal days.

**D. FUNERAL LEAVE:** In the case of a death in the Technology Officer's immediate family or household, the Technology Officer will be allowed a paid leave of absence of up to five (5) days. "Immediate family" shall mean husband, wife, son, daughter, stepson, stepdaughter, foster children, father, mother, sister, brother, grandfather or grandmother. The Technology Officer shall be allowed a paid leave of absence of up to three (3) days in the event of the death of his aunt, uncle, grandchild, as well as in-laws of his current spouse. In the case of the death of another relative or close friend, a paid absence of one (1) day to attend a funeral will be allowed. This provision shall not be afforded to the Technology Officer more than three (3) times per school year.

**E. JURY DUTY:** The Committee agrees to provide to the Technology Officer the difference of his daily rate of pay and the amount received for jury service upon presentation of appropriate documentation from the court and/or Jury Commission indicating the days served on jury duty and the amount received for such service.

**F. TUITION REIMBURSEMENT:** The Technology Officer shall be eligible to be reimbursed in an amount of up to one thousand dollars (\$1,000.00) per contract year for the purpose of reimbursement of tuition and fees for approved courses. All courses must be approved in advance by the Superintendent. Evidence of satisfactory completion of the course must be presented to the Superintendent in order to receive reimbursement.

**G. LONGEVITY:** The Technology Director shall be entitled to longevity as follows: \$750.00 after seven (7) years of service with the School District/Town; \$1,000.00 after fourteen (14) years of service with the School District/Town; \$1,250.00 after twenty-one (21) years of service with the School District/Town. Longevity shall be paid in a lump sum payment in December. In order to receive longevity pay, the Technology Officer must be employed as of December 1<sup>st</sup> in the year in which the payment is due.

**H. SICK LEAVE INCENTIVE:** If the Technology Officer works the entire fiscal year without using a sick day, then he shall receive \$400.00 in the second regular paycheck of the subsequent fiscal year. If the Technology Officer works the entire contract year and uses one (1) sick day, he shall receive \$300.00 in the second regular paycheck of the subsequent fiscal year. If the Technology Officer works the entire fiscal year and uses two (2) sick days, he shall receive \$200.00 in the second regular paycheck of the subsequent fiscal year. If the Technology Director retires or leaves the employ of the Town of Acushnet at the end of the fiscal year and meets one of the provisions as set forth above, he shall receive the incentive in the last paycheck of the fiscal year that the incentive was earned.

**9. PROFESSIONAL DEVELOPMENT AND TRAVEL:** The Committee agrees to pay or reimburse the Technology Officer, upon approval of the Superintendent and upon presentation of adequate documentation, for reasonable expenses associated with his attendance at meetings and conferences at which the Technology Officer represents the Acushnet School Department or which membership is reasonably necessary and desirable for the professional development of the Technology Officer.

**10. GOALS AND OBJECTIVES:** Prior to September 30, of each year, the Technology Officer and the Superintendent shall establish goals and objectives for the ensuing school year. These goals and objectives shall be reduced to writing and make up part of the criteria by which the Technology Officer is evaluated by the Superintendent.

**11. EVALUTION:** The Superintendent shall evaluate and assess in writing the Technology Officer's performance at least once annually during each year covered by this Agreement and in accordance with those procedures and/or instruments established by the Superintendent at his/ her discretion. The Superintendent will ask the Town Administrator for input when conducting the Technology Officer's evaluation.


**12. TERMINATION AND DISCIPLINE:**

- A. Notwithstanding the Superintendent's ability to non-renew the Technology Officer prior to the expiration of the term of his contract as set forth in Article Three, the Superintendent may terminate this contract for good cause, provided that such cause is expressed in writing to the Technology Officer and provided that he has been given an opportunity to meet with the Superintendent and to rebut such cause.
- B. The Superintendent may discipline the Technology Officer for good cause. "Good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operations of the school system.
- C. During the contract term, the Technology Officer may voluntarily leave the employment of the Acushnet School Department provided the Technology Officer serves the Superintendent with written notice at least sixty (60) calendar days in advance of his expected departure date. The parties to this Agreement may agree to notice of less than sixty (60) calendar days if requested by the Technology Officer.
- D. The Employer is under no obligation to provide severance pay or to continue any other payments under this Agreement beyond the date of the departure, except for COBRA rights.

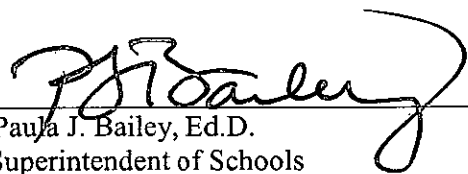
**13. ENTIRE AGREEMENT:** This contract embodies the entire agreement between the Committee, the Town and the Technology Officer and there are no inducements, promises, terms, conditions, or obligations made or entered into by any party other than those contained herein. The contract may not be changed except by writing, signed by all parties.. A waiver by the Employer of a breach of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach by the Technology Officer.

**14. INVALIDITY:** If any portion of this Agreement is found to be invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

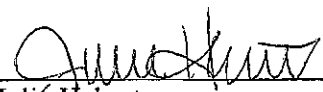
**15. PRECEDENCE OF AGREEMENT:** This Agreement takes precedence over any prior employment contract that might have been entered into by the parties.

  
\_\_\_\_\_  
Christopher Oliver  
Chief Technology Officer

6/20/2020  
Date

  
\_\_\_\_\_  
Paula J. Bailey, Ed.D.  
Superintendent of Schools

6/22/2020  
Date

  
\_\_\_\_\_  
Julie Hebert  
Town Administrator

6/25/2020  
Date

**ACUSHNET SCHOOL COMMITTEE**  
**and**  
**ACUSHNET BOARD OF SELECTMEN**

**Chief Technology Officer Agreement**

Whereas, the Town of Acushnet, through its Board of Selectmen and the Acushnet School Committee are authorized to enter into this agreement, and have been so authorized by the signature of the Superintendent of Schools (acting on behalf of the School Committee) and the Town Administrator (acting on behalf of the Board of Selectmen), this agreement is made and entered into this 25<sup>th</sup> day of JUNE 2020 for the provision of specific technology services for the Acushnet Public Schools ("the School District") and the Town of Acushnet ("the Town").

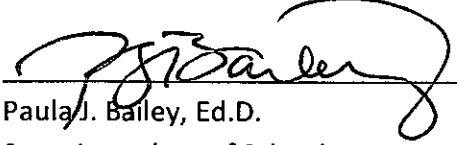
WHEREAS, the School District and the Town wish to employ a Chief Technology Officer to oversee technology services for the School District and the Town;

WHEREAS, the parties to this agreement wish to memorialize the terms under which the Chief Technology Officer will provide services to the School District and the Town and the financial arrangement between the School District and the Town;

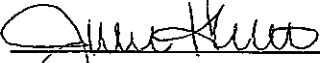
NOW, THEREFORE, the School District and the Town agree as follows:

1. Purpose of Agreement: The School District and the Town shall employ a Chief Technology Officer to oversee technology services for the School District and the Town as specified herein.
2. Scope of Services: The Chief Technology Officer will conduct duties as denoted in the job description located at the end of this Agreement, as well as identified elsewhere in this Agreement.
3. Term: The term of this Agreement shall begin on July 1, 2020 and continue for two (2) additional fiscal years through June 30, 2023, or until either party terminates this Agreement.
4. Termination: Either party may terminate this Agreement at the end of a fiscal year by providing the other with six (6) months' written notice of their intent to terminate the agreement as of June 30<sup>th</sup> of a particular fiscal year. .
5. Relationship of Parties: The Chief Technology Officer shall be employed by the School District and the Town. The Chief Technology Officer shall be subject to the control and supervision of the Superintendent of Schools when servicing the School District and the Town Administrator when servicing other Town departments.

6. Work Day and Year: The Chief Technology Officer's work week and year will follow the School Department's calendar as noted in his contract. On average, the Chief Technology Officer shall spend eighty-two and half percent (82.5%) of his time working directly for the School Department and seventeen and half percent (17.5%) of his time working directly for other Town departments, unless otherwise agreed to by the Superintendent of Schools and the Town Administrator.
7. Salary: The Board of Selectmen shall pay the School District seventeen and a half percent (17.5%) of the base salary of the Chief Technology Officer with the remainder of the salary (including longevity, tuition reimbursement, etc.) being paid for by the School Department. This will constitute nineteen thousand two hundred and twenty-two dollars in fiscal year 2021. The School District shall issue the Town an invoice covering the Town's contribution toward the Chief Technology Officer's base salary by June 30<sup>th</sup> of each fiscal year.
8. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance is found to be in violation of applicable law, such term or condition will be deemed limited to the extent, if any, to which it is valid without violation of law and the remainder of the terms and provisions of this Agreement.
9. Modification: This Agreement may be modified by the parties only by a signed, written supplemental agreement signed by both parties to this Agreement.
10. Nonwaiver: The failure of either party to insist in any one or more instances upon performance of any terms or conditions of this Agreement will not be construed a waiver of future performance of any such term, covenant or condition, and the obligation of either party with respect thereto will continue in full force and effect.
11. Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

  
Paula J. Bailey, Ed.D.  
Superintendent of Schools

6/25/2020  
Date

  
Julie Hebert  
Town Administrator

6/25/2020  
Date