

**EMPLOYMENT AGREEMENT**

**OXFORD SCHOOL DISTRICT**

**AND**

**MICHAEL LUCAS**

**(July 1, 2021 – June 30, 2024)**

This AGREEMENT, by and between the Oxford School District (hereinafter referred to as “the School District”), acting by and through the Oxford School Committee (hereinafter referred to as “the School Committee”) and Michael Lucas (hereinafter referred to as “Mr. Lucas” or the “Superintendent”), witnesses that:

WHEREAS, the School District desires to employ Mr. Lucas as the Superintendent of Schools of the School District; and

WHEREAS, Mr. Lucas desires to serve as the Superintendent of Schools;

NOW THEREFORE, the School District and Mr. Lucas agree as follows:

1. **Employment.** The School District hereby employs Mr. Lucas as Superintendent of Schools and Mr. Lucas hereby accepts such employment, upon the terms and subject to the conditions set forth in this Agreement.

2. **Term.**

A. The term of this Agreement will be July 1, 2021 through June 30, 2024.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the School District to terminate the services of the Superintendent, at any time, subject to the provisions set forth in Section 15 of this Agreement.

C. Mr. Lucas acknowledges his commitment to the School District for the duration of this Employment Agreement.

3. **Compensation.**

A. From July 1, 2021 through June 30, 2022, the School District will pay the Superintendent for services rendered by the Superintendent to the School District under this Agreement at the bi-weekly salary rate of \$6,057.69, which, if annualized, would equal \$157,500 annually, less all lawful withholdings and deductions.

B. In the second year and subsequent years of the Agreement, the School Committee will review the Superintendent's salary and may increase the bi-weekly salary, annually, depending upon the economy, the School District's finances, and the Superintendent's performance.

C. Any salary adjustment made during the life of this Agreement shall be documented in the Superintendent's personnel file.

4. **Duties.**

A. The Superintendent will serve as the Chief Executive Officer, the Chief Educator, and the Instructional Leader of the School District. He shall manage the affairs of the school system in accordance with M.G.L. Chapter 71, Section 59 and the policies of the School Committee.

A. The Superintendent will administer and lead the District in the curriculum and instruction and will oversee all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reduction or termination of personnel employed or to be employed by the School District consistent with state law and contract obligation.

B. The administration of policy, the operation and management of the schools and the direction of employees of the School District shall be through the Superintendent and the Principals unless otherwise provided by law. Such duties and responsibilities shall be performed and discharged by the Superintendent or his staff under his direction in accordance with the policies of the School Committee and law.

C. The Superintendent shall attend all open meetings of the School Committee, unless excused by the Chair, and shall serve as the advisor to the School Committee and make recommendations on matters affecting the administration of the School District.

D. The Superintendent shall keep the School Committee advised of the educational achievements of the School District and of its financial status from time to time. The Superintendent will keep the School Committee informed of significant District business, activities and events and will provide the School Committee with such information and materials as the School Committee requests from time to time or is reasonably required to develop policies and be informed on the budget.

E. The Superintendent will represent the School District before appropriate public and private organizations and will perform duties consistent with his position. The Superintendent will also perform such other duties and responsibilities as may from time to time be assigned to him by the School Committee.

F. The Superintendent shall be responsible for adhering to all relevant School District policies, whether they specifically refer to administrators or not. The parties recognize that as the Chief Executive Officer and Chief Educator of the School District, the Superintendent must lead by example.

G. The Superintendent will devote his full-time and best efforts to his duties as Superintendent and will perform such duties in a professional and competent manner.

5. **Status.** The position of Superintendent is an exempt position under the Federal Fair Labor Standards Act.

6. **Technology.** The School District will provide the Superintendent with a laptop for professional use. The Superintendent shall also be provided with a smart phone with a data plan. Said laptop and smart phone will be returned to the School District at the end of the Superintendent's employment with the School District.

7. **Business Expenses; Travel Allowance.**

The Superintendent shall be paid a travel allowance of \$2,500 per fiscal year, less applicable withholdings, payable in four quarterly installments of \$625 each for all work-related travel, including in-district travel.

8. **Professional Development Expenses.**

A. The School District shall pay all dues and associated membership costs for Massachusetts Association of School Superintendents (the "MASS") up to \$2,250 per year, and will pay for the Superintendent's participation in the New Superintendent's Induction Program offered by the MASS.

B. The School Committee shall reimburse the Superintendent, subject to budget appropriation, for attendance at, and reasonable and necessary expenses (excluding mileage, which is covered by paragraph 7 above) related to, professional conferences, including food, lodging and registration expenses, upon submission of a written receipt. The Superintendent shall coordinate his attendance at professional conferences with the Chair of the School Committee. The School Committee shall also reimburse the Superintendent for the cost of professional development, continuing education, and/or course reimbursement, upon submission by the Superintendent of a detailed written receipt. Reimbursements under this paragraph 8.B shall not exceed \$3,000 per fiscal year.

9. **Performance Evaluation.**

B. The School Committee will evaluate the Superintendent's performance subject to the Massachusetts Department of Elementary and Secondary Education Evaluation Regulations.

A. The setting of annual goals and objectives for the Superintendent shall be a collaborative effort between the School Committee and Superintendent. The Superintendent shall submit annually a set of draft goals and objectives, including measurable outcomes and dependencies, to the School Committee at a date to be set by the School Committee for the School Committee's review and approval. The School Committee and the Superintendent shall discuss the proposed goals, and the School Committee shall approve a final set of goals and objectives.

10. **Retirement.** The Superintendent will be a member of the Teachers' Retirement System as required by M.G.L. Chapter 32, Section 2.

11. **Insurance.** The Superintendent will be eligible for the same group insurance benefits available to non-bargaining unit employees of the School District, as such benefits, plan

designs, costs and premium contribution rates may change from time-to-time. The School District, directly or through the Town, reserves the right to change, amend or end all benefits to the extent permitted by law. In the event of any conflict between this Agreement and any practice of the School District related to Administrator benefits, the provisions of this Agreement shall prevail.

12. **Paid Leave.**

A. Unless otherwise stated herein, the Superintendent will receive paid leave in accordance with School Committee policy.

B. The Superintendent shall accrue twenty-five (25) vacation days per contract year. The Superintendent will coordinate his use of vacation leave with the Chair of the School Committee. It is expected that the use of vacation leave while school is in session will be limited. Any consecutive workday absences while school is in session will require the prior approval of the Chair of the School Committee. The Superintendent may carryover up to five (5) days of unused vacation leave from one fiscal year to the next. Therefore, the Superintendent's vacation leave accrual shall be capped at thirty (30) days.

C. The Superintendent will be entitled to three (3) days of personal leave per contract year. The Superintendent will coordinate his use of personal leave with the Chair of the School Committee.

D. The Superintendent will be granted sixty (60) days of sick leave on his first day of employment and shall accrue ten (10) sick days in each year of this Agreement thereafter. The Superintendent may carry over unused sick days from one fiscal year to the next up to a maximum of 120 days. The Superintendent, at the request of the Chair of the School Committee, shall provide a physician's certification of illness. Unused sick leave shall not be paid upon separation from employment.

13. **Certification.** The Superintendent will furnish and maintain throughout the term of this Agreement a valid and appropriate certificate qualifying him to act as Superintendent of Schools in the Commonwealth, as required by Massachusetts law.

14. **Other Professional Activities.** The Superintendent may accept reasonable speaking, writing, lecturing or other engagements of a professional nature, provided they do not derogate from or interfere with his duties as Superintendent, are in accordance with M.G.L. Chapter 268A, and the Chair of the School Committee approves the engagement in advance. The Superintendent shall not maintain a second occupation or operate another ongoing business concern.

15. **Termination of Agreement.**

A. The School Committee may terminate this Agreement without cause at any time during the term of this Agreement after 365 days' written notice to the Superintendent.

B. The School Committee may terminate this Agreement for "Good Cause" after providing the Superintendent with written notice of its intent to terminate, which shall include an explanation of the grounds therefor, and a reasonable opportunity to be heard and at which the Superintendent may be represented by an attorney or other representative. For the purposes of this provision, "Good Cause" shall mean any ground that is put forth by the School Committee in good faith that relates to the best interests of the School District and which is not arbitrary, capricious or irrelevant to its interests. Good Cause may include, but is not limited to, incompetence, failure to satisfy performance standards, inefficiency, incapacity, conduct unbecoming a superintendent or insubordination. Upon a termination for Good Cause, the School Committee shall have no obligation to pay the Superintendent any amount except as provided for in paragraph 15.E below or otherwise required by law.

In the event of a termination for Good Cause, the Superintendent may, within 180 calendar days after the effective date of his termination, file a written demand for arbitration with the American Arbitration Association with a copy to the Chair of the School Committee. The arbitration shall be conducted in accordance with the American Arbitration Association's Employment Arbitration Rules and Mediation Procedures. Arbitration under this provision shall be the exclusive procedure to challenge any termination from employment under this Agreement. The Arbitrator's decision shall be final and binding, subject to G.L. c. 150C.

The arbitrator may award compensatory damages under this Agreement not to exceed the remaining term of the Agreement if the arbitrator determines the termination was not for Good

Cause as defined above, but, in no case, shall such award order or otherwise require the reinstatement of the Superintendent. Each party shall be responsible for its attorneys' fees.

C. The Superintendent may resign his position upon ninety (90) days written notice to the School Committee.

D. This Agreement and the Superintendent's employment may be terminated at any time by mutual consent of both parties.

E. Upon termination of this Agreement for any reason, the Superintendent will be paid the full amount of salary and other benefits or compensation earned through the date of termination.

F. Termination of the Superintendent's employment shall terminate this Agreement.

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

16. **Renewal.**

A. In the event the School Committee intends to non-renew the Superintendent's employment with the School District following the expiration of this Agreement, the School Committee shall provide the Superintendent with written notice of such intent no later than July 1, 2023, provided the Superintendent gives the School Committee thirty (30) calendar days' written notice of its obligation under this provision.

B. If the School Committee does not provide the Superintendent with such written notice by July 1, 2023 and the parties fail to negotiate a successor to this Agreement before its expiration, this Agreement and the Superintendent's employment with the School District shall automatically extend for one (1) additional fiscal year to July 1, 2025.

C. A non-renewal of this Agreement shall not constitute a dismissal of the Superintendent but rather a conclusion of the contract term.

17. **Notices.** All notices required by this Agreement will be in writing and will be deemed to have been duly delivered when delivered in person or three (3) business days after being mailed by certified mail, return receipt requested, or the next business day after being deposited, delivery prepaid, with a nationally recognized next day delivery service. Such notices shall be delivered to the School Committee's principal place of business (currently, 4 Maple Road, Oxford, MA) or to the Superintendent at his last known home address, respectively.

18. **Consultation with Counsel; No Representation.** The Superintendent acknowledges that he has had a full and complete opportunity to consult with counsel of his own choosing concerning the terms, enforceability and implications of this Agreement, and that the School District has made no representations or warranties to the Superintendent concerning the terms, enforceability or implications of this Agreement other than as are contained in this Agreement.

19. **Indemnification.**

A. The School District shall defend, save harmless and indemnify the Superintendent 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 duties as Superintendent to the extent permitted by law.

B. The School District may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Superintendent.

C. This Section shall survive any termination of this Agreement.

20. **Completeness.** This Agreement constitutes the entire agreement between the School District and the Superintendent and supersedes any and all other agreements, written or oral, between the parties. This Agreement may only be changed by written amendment executed by the School Committee and the Superintendent.

21. **Severability.** If any portion of this Agreement is held unconstitutional, invalid or unenforceable by a court of competent jurisdiction, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect, and will in no

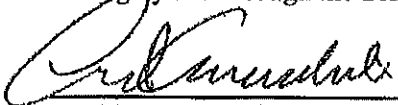


way be affected, impaired or invalidated so long as the underlying intent of this Agreement can be maintained. The language of all the parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party.

22. **Interpretation.** This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts. All disputes arising under or out of this Agreement will be brought in courts of competent jurisdiction located within the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement as of the day and year below last written.

OXFORD SCHOOL DISTRICT  
Acting by and through the School Committee



David Cornicchioli, Chair

6/8/2021

Date

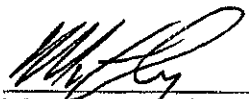


Michael Lucas  
Superintendent of Schools

6/8/21

Date

APPROVED AS TO LEGAL FORM:  
For the School District:



Marc L. Terry, Counsel

6/10/21

Date