

AMENDED EMPLOYMENT AGREEMENT

BY AND BETWEEN

THE MARBLEHEAD SCHOOL COMMITTEE

AND

DR. JOHN BUCKEY

This Amended Employment Agreement (hereinafter referred to as "this AGREEMENT") is made between the Marblehead School Committee (hereinafter referred to as "the Committee") and John Buckey (hereinafter referred to as "the Superintendent" or "Dr. Buckey"). This AGREEMENT will be effective as of July 1, 2021. For mutual consideration expressed herein, the parties agree as follows:

1. EMPLOYMENT: The Committee hereby agrees to employ John Buckey as Superintendent of the Marblehead Public Schools, and John Buckey accepts such employment on the terms and conditions contained in this AGREEMENT.

2. DURATION: The Superintendent shall be employed as the Superintendent of the Marblehead Public Schools for five (5) years, from July 1, 2020 through June 30, 2025, except as this AGREEMENT may be otherwise extended by mutual agreement or terminated as provided herein. No later than December 30, 2024, the Committee shall notify the Superintendent in writing as to whether or not it desires to continue the Superintendent's employment beyond June 30, 2025. Should the Committee and the Superintendent mutually desire to continue the Superintendent's employment, they will make a good faith effort to complete negotiations for a successor employment agreement on or before January 30, 2025. If they are unable to agree upon a new employment agreement or an extension of this AGREEMENT, then this AGREEMENT will expire, and the Superintendent's employment will end on June 30, 2025.

3. COMPENSATION:

3.1 Salary: The Superintendent will be paid an Annual Salary of One Hundred Eighty-Five Thousand Dollars (\$185,000.00) for the first Contract Year, July 1, 2020-June 30, 2021. For the second Contract Year, July 1, 2021-June 30, 2022, the Superintendent shall receive a 2% COLA adjustment, such that his Annual Salary shall be increased to One Hundred Eighty-Eight Thousand Seven Hundred Dollars (\$188,700.00). On or about December 1, 2021, after consultation with the Superintendent, the Committee will determine the Superintendent's Annual Salary for the third Contract Year (July 1, 2022-June 30, 2023). Increases to the Superintendent's Annual Salary are dependent upon a satisfactory performance evaluation. However, the Superintendent's Annual Salary in the third Contract Year shall not be less than \$188,700. For the fourth (2023-2024) and fifth (2024-2025) Contract Years, the Committee will determine the Superintendent's Annual Salary for such Contract Years on or about December 1, 2022 and December 1, 2023, respectively, after consultation with the Superintendent. The Superintendent's Annual Salary in each of such Contract Years shall not be less than that in the immediately preceding Contract Year.

The Superintendent's Annual Salary shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent. The Superintendent's Annual Salary shall be earned ratably in each of the Contract Years (July 1, 2020-June 30, 2021; July 1, 2021-June 30, 2022; July 1, 2022-June 30, 2023; July 1, 2023-June 30, 2024; July 1, 2024-June 30, 2025) and shall be prorated for work of less than a full Contract Year. The Superintendent's salary shall be paid in equal installments in accordance with the procedures governing payment of other professional staff in the Marblehead Public Schools.

4. WORK YEAR AND LEAVE BENEFITS:

4.1 Work Year: The work year for the Superintendent is twelve months commencing July 1st of each Contract Year and ending the following June 30. The Superintendent shall devote his full time, skill, labor and attention to the discharge of his duties as Superintendent for the Marblehead Public Schools.

4.2 Vacation Leave:

A. Accrual.

The Superintendent shall be entitled to twenty-five (25) vacation days per Contract Year earned at the rate of 2.08333 days per month. The Superintendent may borrow against future accrual during the same Contract Year. The Superintendent will notify the School Committee Chairperson when he will be taking a vacation day(s).

B. Carry Over

A maximum of ten (10) vacation days may be carried over from Contract Year to Contract Year, so that at any one time the maximum number of vacation days which are available shall not exceed thirty-five (35).

C. Buy Back

The Superintendent may buy back up to five (5) accrued unused vacation days per Contract Year at his per diem rate of pay then in effect provided that the Superintendent gives the Committee timely written notice in accordance with this paragraph in Section 4.2. So that the Committee may accurately plan for such a buy back, the Superintendent must notify the Committee in writing of his intent to access said buy back and the number of days he wishes to have bought back on or before December 30th for a buy back to be made on or before June 30th of the same Contract Year.

D. Per Diem Rate: For the purposes of determining the Superintendent's per diem rate under this AGREEMENT, the Superintendent's Annual Salary shall be divided by 261 days.

4.3 Sick Leave: The Superintendent shall be entitled to sick leave with pay in accordance with the provisions in this Section 4.3. Effective July 1, 2020, the Superintendent will be granted a bank of fifty (50) sick leave days. The Superintendent will accrue one (1) sick leave day per month commencing July 1, 2020. The Superintendent may use accrued sick leave to cover the Superintendent's absences for personal illness or injury. The Superintendent may carry over

unused accrued sick leave days into subsequent Contract Years up to a maximum of one hundred eighty (180) days.

4.4 Holidays: The Superintendent shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Birthday	Indigenous People's Day (Columbus Day)
President's Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

4.5 Personal Leave: The Committee may grant the Superintendent up to two (2) personal leave days with pay per Contract Year for important legal or personal business which cannot be conducted outside of the Superintendent's workday or for emergencies. Unused personal leave days shall not carry over into a subsequent Contract Year.

4.6 Bereavement Leave: The Superintendent may take up to five (5) work days as bereavement leave with pay to make funeral arrangements and/or to attend the funeral/memorial service for the Superintendent's spouse, child, father, mother, sibling, mother-in-law, father-in-law, grandparent, grandchild, sister, brother, or other person residing in the Superintendent's household. The Superintendent may take up to two (2) workdays as bereavement leave with pay to attend the funeral/memorial service for the Superintendent's sister in-law, brother in-law, nephew, or niece.

5. REIMBURSEMENT FOR EXPENSES AND NSIP:

5.1 Reimbursement for Expenses: The Committee shall reimburse the Superintendent in accordance with Committee policy and procedure for reasonable and necessary, documented expenses incurred in the performance of his duties upon the presentation by the Superintendent of receipts submitted within 30 calendar days of incurring such expenses, including, but not limited to expenses for conferences approved in advance by the Committee, as well as membership dues for organizations approved in advance by the Committee. Such reimbursement shall not exceed seven thousand dollars (\$7,000.00) in the aggregate per Contract Year. The following dues and/or registration fees do not need School Committee prior approval but are subject to the \$7,000.00 aggregate limit per Contract Year:

- MASS annual membership fee
- MASS Leadership Institute program fee
- Joint MASS and MASC Conference registration fee
- AASA
- ASCD

No reimbursements shall be made in excess of the seven thousand-dollar (\$7,000.00) limit without the prior written request from the Superintendent and prior written authorization from the Committee after a vote of the Committee at an Open Meeting.

5.2 NSIP: The Superintendent shall participate in the MASS New Superintendent Induction Program (NSIP) for the first, second, and third Contract Years. The Committee shall pay the cost for the NSIP program and such cost shall not be subject to the \$7,000.00 limit in Section 5.1.

6. GROUP HEALTH INSURANCE: The Superintendent may elect to obtain group health insurance generally available to employees and their dependents in the Marblehead Public Schools on the same terms and conditions as such insurance is generally available to other non-unionized employees in the Marblehead Public Schools, and the Superintendent recognizes that the Marblehead School Committee and the Town of Marblehead may change such terms and conditions and such insurance from time to time. If the Superintendent declines to obtain such health insurance, the Superintendent shall provide proof of health insurance coverage through another source and shall complete any required documentation including the Massachusetts Health Insurance Responsibility Disclosure (“HIRD”) form.

7. DUTIES: The Superintendent shall have charge of the administration of the Marblehead Public Schools consistent with law and Committee policies and directives. The Superintendent shall be the chief executive officer of the School Department and shall employ, assign, direct, evaluate, discipline, and terminate all employees of the Marblehead Public Schools consistent with law and Committee policy. The Superintendent shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs and shall be responsible for the operation and management of the school department including the utilization of and accounting for funds appropriated for the school department as well as all other funds coming under the control of the school department. The Superintendent shall construct school committee meeting agendas in consultation with and at the direction of the Committee chairperson. The Superintendent shall attend all meetings of the Marblehead School Committee, unless excused, and may participate in all School Committee deliberations except when matters relating to the Superintendent’s own employment and/or this AGREEMENT are under consideration. The Superintendent shall recommend regulations, rules, policies, and procedures deemed necessary for the good order of the school departments, and, in general, perform all duties incident to the office of the Superintendent, as provided by applicable laws and in accordance with the policies and directives of the Committees, as they may be promulgated or modified from time to time.

8. PERFORMANCE EVALUATION: The Committee shall devote at least a portion of one meeting before June 30th of each Contract Year to an evaluation of the Superintendent’s performance and working relationship with the Committee. This performance evaluation shall comply with applicable law and regulations including using applicable rubrics developed by the Massachusetts Department of Elementary and Secondary Education and be based in part upon performance criteria developed by the Committee with input from the Superintendent. The Committee shall evaluate the Superintendent at a meeting held in open session in accordance with the provisions of Massachusetts General Laws. The Superintendent understands and agrees that his evaluations will be conducted in an open session meeting of the Committee.

9. LICENSE: The Superintendent hereby represents to the Committee that he is currently licensed to serve as Superintendent of Schools pursuant to the laws of the Commonwealth of Massachusetts and the Rules and Regulations of the Commissioner of Elementary and Secondary Education and the Massachusetts Department of Elementary and Secondary Education. As a condition of employment and continued employment, the Superintendent shall maintain, throughout the term of this AGREEMENT, a valid and appropriate license qualifying him to serve as a Superintendent of Schools in a school district in the Commonwealth of Massachusetts, as required by Massachusetts General Laws, as such may be amended from time to time. The Superintendent agrees to notify the Committee within 24 hours of his license being revoked, rescinded, suspended, or lapsed.

10. PROFESSIONAL ACTIVITIES AND CONSULTING:

10.1 Professional Activities: The Superintendent shall devote his full-time, attention, and energy to the business of the Marblehead Public Schools. However, the Committee encourages the continuing professional growth of the Superintendent through the Superintendents participation, as he might decide considering the responsibilities of the superintendent, in:

- A. the operations, programs, conferences, and other activities conducted or sponsored by local, state, and national school administrator and/or school committee associations;
- B. local, state and national conferences, seminars, and courses offered by private institutions, commissions, or committees related to education; and
- C. informational meetings with persons whose skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the School District.

However, except for reimbursement for expenses consistent with Section 5 of this AGREEMENT, no other funds will be made available for any of the professional activities listed in this Section 10.1.

10.2 Consulting: The Superintendent may engage in professional consulting work provided that such consulting work does not interfere with or detract from his work as Superintendent for the Marblehead Public Schools and provided that the Superintendent has obtained prior authorization from the Committee to engage in such consulting work and uses his vacation leave to cover his absences, if any, for such consulting work. The Committee shall not reimburse the Superintendent for any expenses associated with such consulting work.

11. INDEMNIFICATION:

11.1 In accordance with and to the extent provided by applicable Massachusetts General Laws, the Committee agrees to provide indemnification to the Superintendent against all uninsured financial losses arising out of any proceeding, claim, demand, suit or judgment by the reason of alleged negligence or other conduct resulting *in* bodily or other injury to any person or damage to the property of any person committed while the Superintendent is acting within the scope of his employment or under direction of the Committee. The parties understand and agree

that this indemnification provision shall not apply to actions by the Committee to suspend and/or terminate the Superintendent.

11.2 The Superintendent shall, within five (5) calendar days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Committee.

11.3 This Section 11 shall survive the termination of this AGREEMENT.

12. TERMINATION OF EMPLOYMENT AGREEMENT:

12.1 By the Committee with Good Cause: During the term of this AGREEMENT, the Committee may suspend the Superintendent from his position as superintendent and/or may terminate his employment and this Employment AGREEMENT for insubordination, incompetency, neglect of duty, or other good cause. "Good cause" herein shall be defined as any ground put forth by the Committee in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining an efficient school system. Prior to any termination for good cause, the Committee shall provide the Superintendent with written notice of the reason, reasons, charge or charges against the Superintendent, and the grounds on which such reason(s) or charge(s) is based. Provided that the Superintendent has made a request in writing to the Chairperson of the Committee within seven (7) calendar days of receipt of such written notice, the Committee shall provide the Superintendent with a hearing upon said reason(s) or charge(s). Such hearing shall be conducted in accordance with the provisions of the Open Meeting Law, Massachusetts General Laws, Chapter 30A. The Superintendent shall be entitled to have his legal counsel present to advise him. The Superintendent shall be responsible for paying all fees and costs associated with such legal counsel. The decision of the Committee, after such hearing, if any, shall be final and binding, subject to such judicial review as may be provided under applicable law. The Superintendent may request to use his accrued vacation days prior to his separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to his final day of employment. In the event of termination pursuant to this paragraph, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of termination.

12.2 Early Termination Provision: The Committee may terminate this Employment AGREEMENT and the Superintendent's employment at any time on or prior to December 31, 2024 without cause by providing the Superintendent with at least one hundred (100) calendar days written notice and paying the Superintendent an early termination payment of Ninety-Four Thousand Three Hundred Fifty dollars (\$94,3500.00) minus withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent. In the event of termination pursuant to this Section 12.2, with the exception of the early termination payment which shall be paid on or by the effective date of termination, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of termination. The Superintendent may request to use his accrued vacation days prior to his separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to his final day of employment. This Section 12.2 shall not be applicable to terminations pursuant to Section 12.1, 12.3, or 12.4 of this Agreement

12.3 For Disability: Subject to applicable law, if the Superintendent is absent from work on account of a disability for more than one hundred (100) calendar days, the Committee shall have the option of terminating his employment and this Employment AGREEMENT. If the Committee exercises its option to terminate the Superintendent's employment and this Employment AGREEMENT, the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of such termination.

12.4 By the Superintendent: The Superintendent may terminate his employment by submitting his written resignation to the Committee with as much advance notice as possible but no less than one hundred eighty (180) calendar days advance notice. In the event of termination pursuant to this paragraph, the Committee shall not be required to pay, and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of the Superintendent's resignation. The Superintendent may request to use his accrued vacation days prior to his separation from employment and/or the Committee may schedule the Superintendent for vacation days prior to his final day of employment.

13. TRANSITION AND RELOCATION:

13.1 Transition: The Committee and the Superintendent agree that the Superintendent will be present in the Marblehead School District for a minimum of five (5) workdays prior to July 1, 2020 for the purposes of transitioning from the current administrator to the Superintendent. Such days shall be referred to as "transition workdays". The Committee and the Superintendent may agree to additional transition workdays. The Committee shall pay the Superintendent Seven Hundred Eight dollars (\$708.00) per day for each transition workday authorized by the Committee and worked by the Superintendent minus withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent. The Committee shall pay transportation expenses for the Superintendent to work on transition workdays including ferry travel between Nantucket and the Massachusetts mainland, mileage expenses and reasonable hotel lodging expenses for the day or days the Superintendent is in the district on such transition workdays.

13.2 Relocation: The Committee shall provide the Superintendent with a one-time relocation allowance often thousand dollars (\$10,000.00) to assist the Superintendent with moving his household from Nantucket to Marblehead, Massachusetts, or to a community in reasonable commuting distance to Marblehead. Such relocation allowance shall be paid in June or July of 2020. If the Superintendent terminates this AGREEMENT before July 1, 2021, he shall reimburse the Committee for 100% of the relocation allowance (\$10,000.00). If the Superintendent terminates this AGREEMENT on or after July 1, 2021 and before July 1, 2022, he shall reimburse the Committee for 75% of the relocation allowance (\$7,500.00). If the Superintendent terminates this AGREEMENT on or after July 1, 2022 and before June 30, 2023, he shall reimburse the Committee for 50% of the relocation allowance (\$5,000.00).

14. NOTICES: All notices required or desired to be given under this AGREEMENT will be deemed to be served if in writing and delivered by in-hand delivery to the Superintendent or sent by certified mail to the Superintendent's residence in the case of the Superintendent, or sent by certified mail to its central office in the case of the Committee with a copy sent by certified mail to the home address of the Chairperson of the Committee.

15. ENTIRE AGREEMENT: This AGREEMENT contains the whole agreement between the Committee and the Superintendent. There have been no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those set forth herein. No modification of or addition to this AGREEMENT shall be effective unless and until set forth in writing and signed by the parties. This AGREEMENT supersedes in all respects all prior agreements between the parties.

16. SEVERABILITY: If any term(s) or provision(s) of this AGREEMENT is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity and enforceability of the remaining terms and provisions shall not be affected, and such invalid and/or unenforceable term(s) and/or provision(s) shall be modified to the extent necessary to make it or them enforceable.

17. GOVERNING LAW: This AGREEMENT shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.

18. COUNTERPARTS: This AGREEMENT shall be executed in two counterparts, each of which shall be deemed to be an original and both of which taken together will be deemed one and the same instrument.

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be subscribed in duplicate on this th day of July 2021.

Dr. John Buckey, Superintendent

**ON BEHALF OF THE MARBLEHEAD SCHOOL COMMITTEE
BY:**

Sarah Gold, Chairperson
Marblehead School Committee

**EMPLOYMENT AGREEMENT
BETWEEN
THE MARBLEHEAD PUBLIC SCHOOLS
AND
MICHELLE L. CRESTA**

THIS EMPLOYMENT AGREEMENT ("this AGREEMENT") is made between the Marblehead School Committee, hereinafter referred to as the "COMMITTEE", and MICHELLE CRESTA (the "ASSISTANT SUPERINTENDENT"). This AGREEMENT will be effective July 1, 2021. For mutual consideration expressed herein, the COMMITTEE and the ASSISTANT SUPERINTENDENT (collectively the "PARTIES") agree as follows:

1. EMPLOYMENT

Pursuant to G.L. c. 71, § 59, the COMMITTEE, acting on the recommendation of the Superintendent, hereby appoints and employs MICHELLE CRESTA as Assistant Superintendent for Finance and Operations in the Marblehead Public Schools ("the DISTRICT") and MICHELLE CRESTA hereby accepts employment as the Assistant Superintendent for Finance and Operations in the DISTRICT, subject to the terms and conditions hereinafter provided.

2. TERM

2.1 Duration: MICHELLE CRESTA shall be employed as the Assistant Superintendent for Finance and Operations in the DISTRICT for an initial period, from July 1, 2021 through June 30, 2022, except as this AGREEMENT may be otherwise extended by mutual agreement in writing or terminated as provided herein.

2.3 Negotiation of Successor Agreement: If the Superintendent, acting on behalf of the COMMITTEE, is interested in continuing the employment relationship with the ASSISTANT SUPERINTENDENT beyond June 30, 2022, the Superintendent shall provide the ASSISTANT SUPERINTENDENT with written notice of intent to renew this AGREEMENT on or before December 30, 2021. If the ASSISTANT SUPERINTENDENT is interested in continuing the employment relationship with the DISTRICT, she shall provide the Superintendent with written notice of her interest in renewing this AGREEMENT on or before January 15, 2022. If the ASSISTANT SUPERINTENDENT and the Superintendent both provide notice of their interest in renewing this AGREEMENT, the Superintendent, acting on behalf of and subject to the approval of the COMMITTEE, and the ASSISTANT SUPERINTENDENT shall engage in negotiations for a successor agreement to this AGREEMENT. Absent notice from the ASSISTANT SUPERINTENDENT and/or Superintendent or in the absence of successful negotiations for a successor agreement to this AGREEMENT on or before March 1, 2022, this AGREEMENT shall automatically terminate on June 30, 2022, and the ASSISTANT SUPERINTENDENT'S employment with the DISTRICT shall end on that date.

3. COMPENSATION

3.1 Salary: The ASSISTANT SUPERINTENDENT will be paid a salary at the annual rate of \$ 151,133 (one hundred fifty-one thousand one hundred thirty-three dollars) for the term of this AGREEMENT as set forth in paragraph 2.1, above. Such salary shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the ASSISTANT SUPERINTENDENT. The ASSISTANT SUPERINTENDENT'S salary shall be paid in equal installments in accordance with the procedures and policies governing payment of other professional staff in the DISTRICT.

4. WORK YEAR AND WORK DAY

4.1 Work Year: The work year for the ASSISTANT SUPERINTENDENT is twelve (12) months commencing July 1, 2021. The ASSISTANT SUPERINTENDENT shall devote her full time, skill, labor, and attention to the discharge of her duties as ASSISTANT SUPERINTENDENT for the DISTRICT.

4.2 Work Day: The ASSISTANT SUPERINTENDENT recognizes that the proper performance of her duties and responsibilities will require the ASSISTANT SUPERINTENDENT to work longer than the school day and that her duties and responsibilities are not confined to prescribed hours. The ASSISTANT SUPERINTENDENT acknowledges that her position is exempt under the Fair Labor Standards Act.

6. DUTIES AND RESPONSIBILITIES

The ASSISTANT SUPERINTENDENT shall perform all the duties and responsibilities customarily performed by an Assistant Superintendent in accordance with G.L. c. 71, §59, as well as those customarily performed by a school business administrator in accordance with G.L. c. 71, § 41. Such duties shall include, but not be limited, to those set forth in Attachment A to this AGREEMENT.

7. CERTIFICATION/LICENSURE

The ASSISTANT SUPERINTENDENT shall furnish to the Superintendent and maintain throughout the term of this AGREEMENT valid and appropriate certifications/licenses issued by the Massachusetts Department of Elementary and Secondary Education ("ESE") qualifying her to work as an assistant superintendent and as a school business administrator in the Commonwealth of Massachusetts. The ASSISTANT SUPERINTENDENT shall notify the Superintendent within twenty-four (24) hours of all actions by ESE to suspend or revoke her licenses and of all suspension and revocations of her licenses.

8. PERFORMANCE EVALUATION

The Superintendent shall evaluate the performance of the ASSISTANT SUPERINTENDENT, including but not limited to achievement of the goals and objectives, and shall meet with the ASSISTANT SUPERINTENDENT on or before June 15, 2022 to discuss such evaluation.

9. HOLIDAYS AND LEAVE/ BENEFITS

9.1 Holidays: The ASSISTANT SUPERINTENDENT shall receive the paid holidays which are set forth in the Policy Statement – Benefits of Administrators ("DISTRICT POLICY STATEMENT"), section 5, including amendments thereof during the term of this AGREEMENT.

9.2 Vacation Leave: The ASSISTANT SUPERINTENDENT shall be entitled to the number of vacation days per Contract Year as is established by the DISTRICT POLICY STATEMENT, section 1, the rate at which such days are earned as specified therein, the scheduling of such days as specified therein, and the requirements regarding requests as specified therein, including amendments of such section 1 during the term of this AGREEMENT. A maximum of ten (10) days may be carried over from Contract Year to Contract Year, so that at any one time the maximum number of vacation days which are available shall not exceed thirty-five (35) days.

9.3 Sick Leave: The ASSISTANT SUPERINTENDENT shall be entitled to the number of sick leave days per year as is established by the DISTRICT POLICY STATEMENT, section 6, the accrual/accumulation of such days as specified therein, and the granting of such additional days as specified therein, including amendments of such section 6 during the term of this AGREEMENT. Sick leave will be used for personal and or the illness of her parent or member of her immediate household. The ASSISTANT SUPERINTENDENT may request the following additional temporary non-accumulative leave of absence with full pay each contract year: Up to five (5) days per work year if the absence is caused by the serious illness of the ASSISTANT

SUPERINTENDENT'S parent or the serious illness of a member of her immediate household, if her presence is necessary. For purposes of this section the ASSISTANT SUPERINTENDENT may be required to substantiate serious illness of her parent or member of her immediate household and that her presence is necessary for approval by the Superintendent or his/her designee, which approval shall not be unreasonable withheld.

9.4 Personal Leave and Bereavement Leave: Any other form of leave provided to the ASSISTANT SUPERINTENDENT, including but not limited to personal leave and bereavement leave, shall be determined in accordance with the DISTRICT POLICY STATEMENT, section 3, including amendments of such section 3 during the term of this AGREEMENT. The ASSISTANT SUPERINTENDENT will be entitled to two (2) Personal Leave paid days per contract year. All requests for Personal Leave shall be made to the Superintendent or his/her designee and are subject to the Superintendent's approval, which approval will not be unreasonably withheld.

9.5 DISTRICT POLICY STATEMENT: Attached hereto as Attachment B is the DISTRICT POLICY STATEMENT which is in effect on the date of this AGREEMENT. The PARTIES recognize and acknowledge that, as set forth in the DISTRICT POLICY STATEMENT, section 12, the COMMITTEE reserves the right to amend any provision in the DISTRICT POLICY STATEMENT at any time during the term of this AGREEMENT.

10. CELL PHONE

The ASSISTANT SUPERINTENDENT will be entitled to reimbursement of cell phone expenses for school-related purposes, provided that such reimbursement shall not exceed \$60.00 per calendar month. Appropriate and timely reimbursement requests must be submitted to the Superintendent in order to receive reimbursement.

11. HEALTH INSURANCE

The ASSISTANT SUPERINTENDENT may elect to obtain group health insurance generally available to employees and their dependents in the DISTRICT on the same terms and conditions as such insurance is generally available to other non-unionized employees in the DISTRICT, and the ASSISTANT SUPERINTENDENT recognizes that the Town of Marblehead and the COMMITTEE may change such terms and conditions and such insurance from time to time.

12. PROFESSIONAL ACTIVITIES OUTSIDE OF THE DISTRICT

The ASSISTANT SUPERINTENDENT may accept speaking, writing, lecturing or other engagements of a professional nature provided they do not interfere with or detract from her duties as ASSISTANT SUPERINTENDENT, and provided that she has the prior written approval of the Superintendent. The ASSISTANT SUPERINTENDENT shall use her accrued vacation leave to cover her absence(s), if any, for such approved speaking, writing, lecturing, or other professional engagements.

13. TUITION REIMBURSEMENT AND PROFESSIONAL GROWTH AND DEVELOPMENT FUNDS

The ASSISTANT SUPERINTENDENT will be eligible to apply for tuition reimbursement and professional growth and development funds in accordance with the DISTRICT POLICY STATEMENT, sections 7 and 11, including any amendments of such sections 7 or 11 during the term of this AGREEMENT. Section 9.5 of this AGREEMENT, above, is incorporated herein by reference.

14. TERMINATION OF EMPLOYMENT AGREEMENT

14.1 Termination by the DISTRICT: During the term of this AGREEMENT, the

Superintendent may dismiss the ASSISTANT SUPERINTENDENT and terminate this AGREEMENT at any time for insubordination, incompetence, incapacity, neglect of duty, or other cause. "Cause" herein shall be defined as any ground put forth by the Superintendent that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining an efficient school or school district. Prior to any dismissal for cause, the Superintendent shall provide the ASSISTANT SUPERINTENDENT with written notice of intent to dismiss with an explanation of the grounds for the dismissal and, if the ASSISTANT SUPERINTENDENT so requests, she shall be given a reasonable opportunity within fifteen (15) days after receiving such notice to review the decision at a meeting with the Superintendent. The ASSISTANT SUPERINTENDENT may be represented by an attorney or other representative at such meeting, at the ASSISTANT SUPERINTENDENT'S own expense. At such a meeting with the Superintendent, the ASSISTANT SUPERINTENDENT shall have the opportunity to present information pertaining to the basis for the decision and to her status, but there shall be no presentation of witnesses or cross-examination. The decision of the Superintendent, after such meeting, if any, shall be final and binding, subject to any review as may be provided by applicable law. In the event of dismissal pursuant to this paragraph 14.1, this AGREEMENT shall terminate as of the date of termination and the DISTRICT shall not be required to pay, and the ASSISTANT SUPERINTENDENT shall not be entitled to receive, compensation and benefits provided for by this AGREEMENT after the effective date of such termination. The DISTRICT shall pay the ASSISTANT SUPERINTENDENT for her accrued unused vacation days remaining at the time of her separation from employment.

14.2 Termination by ASSISTANT SUPERINTENDENT: The ASSISTANT SUPERINTENDENT may terminate her employment by submitting her written resignation to the Superintendent with as much advance notice as possible but in no event less than ninety (90) calendar days before the date of termination. In the event of termination pursuant to this paragraph 14.3, the DISTRICT shall not be required to pay, and the ASSISTANT SUPERINTENDENT shall not be entitled to receive compensation and benefits provided by this AGREEMENT after the effective date of the ASSISTANT SUPERINTENDENT'S resignation. The ASSISTANT SUPERINTENDENT may request to use her accrued vacation days prior to her separation from employment and/or the Superintendent may schedule the ASSISTANT SUPERINTENDENT for vacation days prior to her final day of employment. The DISTRICT shall pay the ASSISTANT SUPERINTENDENT for her accrued unused vacation days remaining at the time of the ASSISTANT SUPERINTENDENT'S separation from employment.

15. ENTIRE AGREEMENT

This AGREEMENT contains the whole agreement between the PARTIES and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This AGREEMENT may not be changed except by agreement in writing signed by the PARTIES.

16. INVALIDITY

If any term(s) or provision(s) of this AGREEMENT are held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity and enforceability of the remaining terms and provision shall not be affected, and such invalid and/or unenforceable term(s) and/or provision(s) shall be modified to the extent necessary to make it or them enforceable.

17. GOVERNING LAW

This AGREEMENT shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.

ATTACHMENT A

JOB DESCRIPTION

1. Fiscal Management

- Maintain appropriate and effective fiscal procedures to assure the most efficient budget controls including maintaining general ledger and financial statements
- Develop the annual budget and provide input regarding long range financial planning in collaboration with the Superintendent and other administrative staff
- Implement and monitor accounting procedures that ensure proper recording of all receipts and expenditures and conformity with G. L. Chapter 30B (Procurement Law) and auditing requirements
- Monitor the monthly budget projections and prepare all monthly fiscal reports and forecasts for the Superintendent and reporting to the COMMITTEE
- Oversee and provide necessary documentation for annual fiscal audit and “single audit” if necessary
- Prepare the DISTRICT’s annual financial reports for DESE, balance sheets, revenue, expenditures statements and other reports in support of grants, compliance requirements or required financial documentation
- Develop and recommend financial policies regarding the management of the DISTRICT’s fiscal matters to the Superintendent and the COMMITTEE
- Manage all business, financial and personnel records according to DISTRICT policies and in compliance with applicable state/federal laws and regulations

2. Accounts Receivable, Accounts Payable, Payroll & Purchasing

- Supervise all accounts receivable and accounts payable functions for the DISTRICT and maintain appropriate communication with the Town of Marblehead Treasurer and its Town Accountant
- Act as Payroll Officer for the DISTRICT including supervision of the Payroll Accountant; Monitor all payroll functions (accounting, human resource functions and personnel)
- Responsible for the purchase of equipment and supplies necessary for the proper operation of the DISTRICT
- Maintain efficient inventory system for all DISTRICT equipment and supplies
- Responsible for the maintenance, lease agreements and service contracts of all office equipment including computers, copy machines, FAX machines, telephones, postage meter, etc.

3. Grants and Insurance Management

- Responsible for execution and maintenance of all state and federal grants, including reports and audits, and for procurement compliance regarding all contracts entered into by the DISTRICT pursuant to grants
- Manage and maintain all DISTRICT insurance programs.

4. Additional Oversight/Management Tasks

- Oversee all DISTRICT procurement functions in conjunction with the Town of Marblehead’s Chief Procurement Officer, including but not limited to developing and awarding bids and requests for proposals

- Supervise the Food Service Director and the management of food service operations
- Supervise the Facilities Director and, in conjunction with the Facilities Director, manage on a daily basis DISTRICT facilities and operation and DISTRICT transportation operations

5. Other

- Other related duties as are specifically assigned by the Superintendent
- Participate in MASBO and other professional development related to the fiduciary responsibilities of the DISTRICT
- Attend COMMITTEE meetings and other DISTRICT and Town of Marblehead government meetings, as requested
- Participate in facilities planning and development to support DISTRICT programs, including but not limited to working with school building committee

ATTACHMENT B
POLICY STATEMENT - BENEFITS OF ADMINISTRATORS

Administrators employed in the Marblehead Public School system under individual contracts shall be eligible to receive the following benefits, subject to the terms and conditions hereinafter provided.

1. VACATIONS

- A. Administrators shall be entitled to an annual vacation of twenty-five (25) days per contract year which days shall be earned at the rate of 2.08 days per month of service.
- B. The scheduling of vacations shall be within the discretion of the Superintendent.
- C. Returning Administrators shall submit any vacation period requests in writing to the Superintendent by April 1.

2. EARLY RETIREMENT

Administrators shall be eligible to participate in the early retirement program subject to the following terms and conditions:

- A. The Administrator must complete (a) twenty years of service in the Marblehead Public Schools; or (b) a total of thirty years in teaching/administration, the last fifteen of which have been consecutive in the Marblehead Public Schools ; or (c) has completed nineteen years of service in the Marblehead Public Schools and has given two or three years notice, as provided below, in which case payments would commence in the twentieth year.
- B. The Administrator must give notice of intent to participate in the Early Retirement Program by March 15 of the school year preceding the school year in which their retirement payment commences. The notice is to be given on the form provided by the Office of the Superintendent.
- C. The Administrator must be no less than fifty and no more than sixty-three at the end of his/her last year of service.
- D. For each of the remaining school years prior to retirement (not more than three) following the school year in which notice of intent to participate in given, the Administrator shall be paid the following additional salary:
 - 3 years advance notice: \$5000 each year (\$15,000 total)
 - 2 years advance notice: \$5000 each year (\$10,000 total)
 - 1 year advance notice: \$5000
- E. The notice of intent to retire cannot be withdrawn or revoked.
 - 1. The Administrator must retire pursuant to Massachusetts Teacher Retirement law.
 - 2. The Administrator or the Administrator's estate or legal representative, as the case may be, shall not be required to pay back any money received under the early retirement program in the event the Administrator dies or is forced to retire because of disability or other unanticipated good cause prior to the year in which the Administrator's retirement was contemplated. No additional money shall be paid in such case, however.

3. OTHER LEAVES

Any leave of absence not otherwise provided for in the Administrator's individual contract, including, but not limited to, funeral leave, legal proceedings, leave for jury duty, personal time off, professional days, shall be subject to the following terms and conditions:

- A. Request for any such leave shall be made in writing to the Superintendent as soon as possible.

- B. Subject to law, the granting or denial of any such leave, as well as the terms thereof, shall be subject to the approval of the Superintendent.

4. MILITARY LEAVE

The DISTRICT will comply with the requirements of all Massachusetts and Federal laws with respect to Administrators who are called to serve in the armed forces of the Commonwealth of Massachusetts or the United States.

5. HOLIDAYS

Administrators shall be entitled to the following holidays when the administration offices are closed:

New Years Day	Labor Day
Martin Luther King Jr. 's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

(and any other holidays on which the administration offices are closed)

6. SICK LEAVE

- A. Administrators shall be granted, in the event of personal injury or illness, up to eighteen (18) sick leave days each fiscal year.
- B. Unused sick leave days may be accumulated up to and including one hundred eighty (180) days.
- C. The granting of any additional sick leave days, in the event the Administrator uses up his/her annual and accumulated sick leave, is subject to the approval of the Superintendent.

7. TUITION REIMBURSEMENT

Administrators shall be eligible for tuition reimbursement, subject to the following terms and conditions:

- A. The course, seminar, workshop or special program must be approved by the Superintendent. Under normal circumstances, request for approval must be made in writing, on a form supplied by the Superintendent, in advance of the start of the course, seminar, workshop or special program. Where advance request is not reasonably possible, the request for approval must be made as soon as reasonably possible after the start of the course, seminar, workshop or special program.
- B. The course must be recognized for college credit at an accredited college or university and the ADMINISTRATOR must submit written evidence of such recognition from said college or university. The written evidence must be submitted, under normal circumstances, in advance of the start of the course. Where this is not reasonably possible, the written evidence must be submitted as soon as reasonably possible after the start of the course.
- C. Reimbursement: The Administrator shall pay the entire tuition cost of approved courses and will be reimbursed under the following terms and conditions:

1. The ADMINISTRATOR must obtain a grade of B- or better and present satisfactory evidence thereof to the Superintendent. In the event the course is not graded in such fashion, the equivalent of B- or better shall be satisfactory.
2. A receipted copy of the tuition bill must be submitted to the Superintendent as evidence of the cost of the course.
3. Within 30 days after receipt of items C1 and C2, the Committee shall reimburse the Administrator for his/her out-of-pocket tuition payment.
4. Not more than two courses per fiscal year will be reimbursed by the District as aforementioned.
5. Audited courses will not be reimbursed.

8. ADMINISTRATOR FILES

Administrators shall have the right to review the contents of their personnel folder, excluding confidential recommendations for employment in or advancement in the Marblehead School System. Administrators shall have the right to submit a written comment on the contents of their personnel folder and the written comments will then be placed in their personnel folder. The Administrator shall be notified when any material considered to be derogatory is added to the personnel folder.

9. PAYROLL DEDUCTIONS

Whenever duty authorized by any Administrator on a form or forms approved by the Superintendent, payroll deductions on behalf of such Administrator shall be made every payday and paid over in accordance with such form or forms for any or all of the following purposes:

- A. Premiums under the town of Marblehead Employee's Group Insurance Program.
- B. Premiums for any tax-sheltered annuity plan contracted by the Administrator pursuant to United States Public Law #87-370. (Authorization must be given prior to September 30.) The terms and conditions of eligibility shall be the same as currently (as of 6/17/93) set forth in the aforementioned Articles of the Administrator's Agreement as if said contract provisions were applicable to the Administrator.

10. HEALTH INSURANCE

Administrators shall be entitled to participate in the same health and other insurance benefits provided by the Town to other professional staff of the Marblehead School district, subject to the terms and conditions of said coverage and at the same rate as provided said employees.

11. PROFESSIONAL GROWTH AND DEVELOPMENT

The amount available, subject to the conditions herein provided, for the professional growth and development of each ADMINISTRATOR shall be \$1,000 per Administrator. Requests for professional development and growth money shall be made, in writing, by the Administrator involved, to the Superintendent, and shall be subject to his/her approval. In the event the Superintendent approves payment of the cost of voluntary professional membership(s), it is understood that the cost of the first such membership so approved will not be charged against said \$1,000, but that the cost of any subsequent membership so approved would be so charged.

12. AMENDMENT OF POLICY

The Marblehead School Committee reserves the right to review and, at any time, change (modify, amend, delete, or add to), prospectively, the terms and conditions of this Policy.

APPENDIX B

File: GBEC

DRUG-FREE WORKPLACE POLICY

The School District will provide a drug-free workplace and certifies that it will:

1. Notify all employees in writing that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, is prohibited in the District's workplace, and specify the actions that will be taken against employees for violation of such prohibitions.
2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the District's policy of maintaining a drug-free workplace; and available drug counseling, rehabilitation, and employee assistance programs; and the penalty that may be imposed on employees for drug abuse violations occurring in the workplace.
3. Make it a requirement that each employee whose employment is funded by a federal grant be given a copy of the statement as required.
4. Notify the employee in the required statement that as a condition of employment under the grant, the employee will abide by the terms of the statement, and will notify the District of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
5. Notify the federal agency within ten days after receiving notice from an employee or otherwise receiving notice of such conviction.
6. Take one of the following actions within 30 days of receiving notice with respect to any employee who is so convicted; take appropriate personnel action against such an employee, up to and including termination; or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health law enforcement, or other appropriate agency.
7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all the provisions of this policy.

LEGAL REFS.: The Drug-Free Workplace Act of 1988

CROSS REFS.: JICH, Alcohol Use by Students

ACKNOWLEDGMENT OF RECEIPT

Marblehead Public Schools Drug-Free Workplace Policy

To the Employee:

This acknowledgment must be completed, signed, and returned to your immediate supervisor.

I, Michelle Cresta, an employee of the Marblehead Public Schools, hereby certify that I have received a copy of the Drug-Free Workplace Policy - Standards adopted by the Marblehead School Committee on September, 21, 2016.

Michelle L. Cresta
(Signature)

(Date)



MARBLEHEAD
PUBLIC SCHOOLS

Office of the Superintendent
Dr. John J. Buckley
9 Widger Road,
Marblehead, MA 01945
phone: 781.639.3140 x16
fax: 781.639.3149

Memo To: Marblehead School Committee

From: Dr. John J. Buckley

Re: User Fees

Date: July 7, 2021

After consulting with Athletic Director, Greg Ceglarski and Director of Finance, Michelle Cresta, we recommend the following User Fees for the 2021-2022 academic year. We did not increase fees during the 2020-2021 school year.

High School Historical					21-22 High School		
Category	2018-2019 Rate	% increase	\$ increase	2019-2020 Rate	% increase	\$ increase	2021-2022 Rate
Athletic Teams/ Performing Arts - Unlimited	\$ 449.00	2.5%	\$ 11.23	\$ 460.00	2.5%	\$11.50	\$471.00
Clubs Meeting Weekly	\$ 275.00	2.5%	\$ 6.88	\$ 282.00	2.5%	\$7.05	\$289.00
Clubs Meeting Bi-Weekly	\$ 138.00	2.5%	\$ 3.45	\$ 141.00	2.5%	\$3.53	\$144.00
Flag Football - Sr. Girls only	\$ 61.00	2.5%	\$ 1.53	\$ 63.00	2.5%	\$1.58	\$64.00
Family Maximum	\$ 592.00	2.5%	\$ 14.80	\$ 607.00		\$15.18	\$622.00

Middle School Historical					21-22 Middle School		
Category	2018-2019 Rate	% increase	\$ increase	2019-2020 Rate	% increase	\$ increase	2021-2022 Rate
Interscholastic Sports	\$ 204.00	2.5%	\$ 5.10	\$ 209.00	2.5%	\$5.23	\$214.00
Intramural Sports/Activities	\$ 128.00	2.5%	\$ 3.20	\$ 131.00	2.5%	\$3.28	\$134.00



MARBLEHEAD
PUBLIC SCHOOLS

Office of the Superintendent
Dr. John J. Buckey
9 Widger Road,
Marblehead, MA 01945
phone: 781.639.3140 x16
fax: 781.639.3149

Elementary School Historical					21-22 Elementary School		
Category	2018-2019 Rate	% increase	\$ increase	2019-2020 Rate	% increase	\$ increase	2021-2022 Rate
All Athletic/Enrichment Clubs - Unlimited	\$ 125.00	2.5%	\$ 3.13	\$ 128.00	2.5%	\$3.20	\$131.00