



DATE POSTED: 10/19/23  
 Town Clerk Use Only  
 2023 OCT 19 AM 9:39

**AMENDED AGENDA**

POSTED IN ACCORDANCE WITH THE PROVISIONS OF MGL 30A § 20 Act relative to extending certain COVID-19 measures adopted during the state of emergency

**Marblehead School Committee**

Name of Board or Committee

Address: Marblehead High School – Library at 2 Humphry St. Marblehead MA 01945

**OR**

Zoom Conference join via the web link or Dial in

<https://marbleheadschoools-org.zoom.us/j/99975493631?pwd=Y0pHWVM2YitBZXN0U2ZyTk1OMzh4dz09>

Meeting ID: 999 7549 3631

Password: 873255

Dial in Phone #1 646 931 3860

Thursday	October	19th	2023	7:00 pm
Day of Week	Month	Date	Year	Time

**Agenda or Topics to be discussed listed below** (That the chair reasonably anticipates will be discussed)

I. Initial Business

- a. Call to Order
- b. *Statement by Chair*
- c. Commendations
- d. Public Comment
- e. Student Representative

II. District Updates – Michelle Cresta

III. Consent Action and Agenda Items

- a. Schedule of Bills (vote)
- b. Approval of Minutes 9.21.23 and 10.5.23 (vote)

IV. School Committee Communication and Discussion Items

- a. *Review Complaint against Michelle Cresta (right to executive session waived)* (vote)
- b. Approval of Interim Superintendent contract (vote)
- c. MASC Conference
- d. Communications workshop update
- e. Subcommittee and Liaison Updates and discussion

V. Closing Business

- a. New Business- School Committee Announcements and Requests
- b. Correspondence

Hybrid Meeting Notice: Members of the public are welcome to attend this in-person at 2 Humphrey St. Marblehead MA 01945 or by the remote zoom connection provided. Please note that the in-person meeting will not be suspended or terminated if technological problems interrupt the remote connection.

**THIS AGENDA IS SUBJECT TO CHANGE**

Chairperson: Sarah Fox  
Posted by: Sarah Fox  
Date: 10/16/2023



DATE POSTED:

Town Clerk Use Only

2023 OCT 18 PM 1:30

## AMEDED AGENDA

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- c. Communications workshop update
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V. Closing Business

- a. New Business- School Committee Announcements and Requests
- b. Correspondence

VI. Executive Session

Motion and vote to meet in Executive Session pursuant to Massachusetts General Laws chapter 30A, Section 21 (a) for the following purpose (1) To discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual (Acting Superintendent). *Intent to return to open session.*

Meeting in Executive Session pursuant to Massachusetts General Laws chapter 30A, Section 21 (a) for the following purpose (1) To discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual (Acting Superintendent). *Intent to return to open session.*

VII. *Statement regarding outcome of Executive Session*

*(Vote)*

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**THIS AGENDA IS SUBJECT TO CHANGE**

Chairperson: Sarah Fox  
Posted by: Sarah Fox  
Date: 10/16/2023



DATE POSTED:  
Town Clerk Use Only  
2023 OCT 16 AM 11:15

**MEETING NOTICE**

POSTED IN ACCORDANCE WITH THE PROVISIONS OF MGL 30A § 20 Act relative to extending certain COVID-19 measures adopted during the state of emergency

**Marblehead School Committee**

Name of Board or Committee

**Address:** Marblehead High School – Library at 2 Humphry St. Marblehead MA 01945

**OR**

**Zoom Conference** join via the web link or Dial in

<https://marbleheadschoools-org.zoom.us/j/99975493631?pwd=Y0pHWVM2YitBZXN0U2ZyTk1OMzh4dz09>

Meeting ID: 999 7549 3631

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Dial in Phone #1 646 931 3860

<b>Thursday</b>	<b>October</b>	<b>19th</b>	<b>2023</b>	<b>7:00 pm</b>
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- d. Student Representative

**II. District Updates – Michelle Cresta**

**III. Consent Action and Agenda Items**

- a. Schedule of Bills (vote)
- b. Approval of Minutes 9.21.23 and 10.5.23 (vote)

**IV. School Committee Communication and Discussion Items**

- a. Approval of Interim Superintendent contract (vote)
- b. MASC Conference
- c. Communications workshop update
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**V. Closing Business**

- a. New Business- School Committee Announcements and Requests
- b. Correspondence

## VI. Executive Session

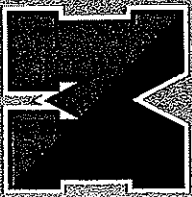
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Meeting in Executive Session pursuant to Massachusetts General Laws chapter 30A, Section 21 (a) for the following purpose (1) To discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual (Interim Superintendent) with the intent not to return to open session.

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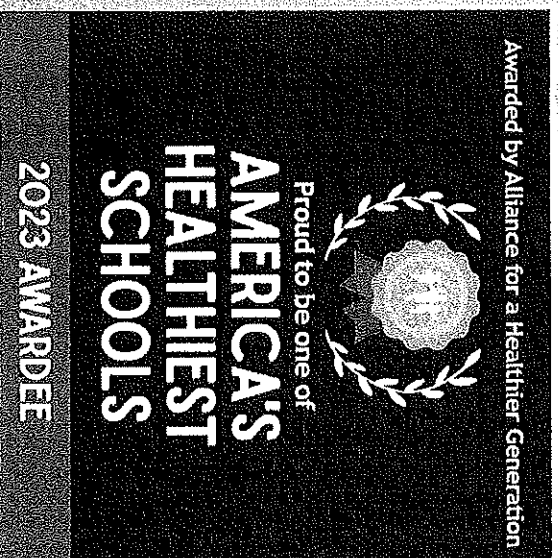
**THIS AGENDA IS SUBJECT TO CHANGE**

Chairperson: Sarah Fox  
Posted by: Sarah Fox  
Date: 10/16/2023



**Congratulations to Maura Dartley-Rocco, Health Educator at Marblehead Veterans Middle School!**

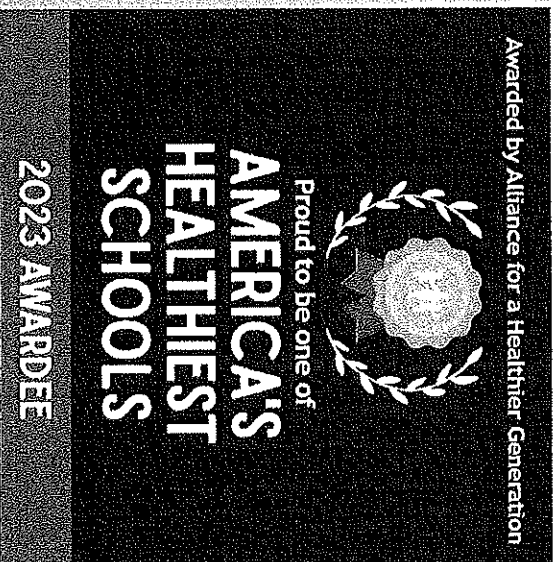
**Awarded Alliance for a Healthier Generation National awards for “Enriching Health Education” and “Strengthening Social-Emotional Health & Learning”**





**Congratulations to Meaghan Kalpin, MVMS School  
Nurse & Lead Nurse for MPS!**

**Awarded Alliance for a Healthier Generation National  
award for “Supporting School Health Services”**



Scan this QR code to learn  
more about Alliance for a  
Healthier Generation.





MARBLEHEAD  
PUBLIC SCHOOLS

Central Administration  
9 Widger Road  
Marblehead, MA 01945  
phone: 781.639.3140  
fax: 781.639.3149

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### District Updates

#### School Committee Meeting 10.19.23

- October 25<sup>th</sup> is a half day for PreK through Grade 8 students
- November 2<sup>nd</sup> and 16<sup>th</sup> we will be having presentations on our School Improvement Plans
- Marblehead's Veterans Middle School has been nationally recognized as one of America's Healthiest Schools. Our Asst. Superintendent for Teaching and Learning, Julia Ferreira has more on this topic.

Record of the Marblehead School Committee Meeting  
Thursday September 21, 2023  
7:00PM

Members Present: Sarah Fox, Brian Ota, Jennifer Schaeffner , Alison Taylor, Meaghan Taylor

Also Present: Michelle Cresta-Acting Superintendent

I. Initial Business

a. Call to Order

Ms. Fox called the meeting to order at 7:00PM

b. Commendations

- High School commended for their Open House on Wednesday 09/20
- October 2<sup>nd</sup> will be School Custodian Day
- Commendations to the teachers and staff for MCAS Scores rising
- Commendations to Tyler Earp for reaching his fundraising goal of \$75,000
- Thank you to Ms. Cresta for stepping up as the Acting Superintendent

c. Public Comment

Mr. Bruell-

- Was NASDAQ asked whether or not CPAC members and Metco should be on the search committee
- Comment on paper regarding us being more reserved regarding MCAS scores and if this is something we should be ignoring
- The School Committee is looking forward to hearing from our subject matter experts, our educators and Ms. Ferreira so that all the levels and information have been presented
- A comment was made for the record for the record regarding Chris's question. The search committee's notes were referenced from 2019 and that committee did not have a CPAC or Metco member

d. Student Representative-Ms. Piper

- Freshmen elections 10/4
- Spanish Class participating in The Pulsera Project who supports Guatemalan and Nicaraguan artists and sell handmade bracelets and handbags
- 10/14 Homecoming for Fund the Field
- Senior Seminars are going on now and walks through the college application process
- Open house 09/20 for High School
- Colleges have started in school visits to the High School this week and they are continuing into October
- 10/3 picture day
- Club fair will be in October to advertise School Clubs
- League of Women voters had a voter registration table during lunch

II. District Updates – Ms. Cresta

- Update provided on the start of school
- Glover, Brown and Vets all had well attended Open Houses and Village will have theirs next week
- Schools are closed for Yom Kippor on Monay 09/25.
- MCAS Scores were released
- At the next meeting there will be a department overview provided by Ms. Ferreira
- An update was provided on Tyler Earp and the Greenhouse Project

- Three school handbooks were provided to the School Committee. The Brown School, The Veteran's Middle School and the High School. No major changes were made.

### III. Consent Action and Agenda Items

#### a. Schedule of Bills (vote)

*Motion to approve the identified schedule of bills totaling \$503,649.65*

A roll call vote was taken, and the motion passes 5-0

Ms. Fox, Ms. Taylor, Ms Taylor, Mr. Ota and Ms. Shaeffner-All Yes

### IV. School Committee Communication and Discussion Items'

#### a. Interim Superintendent Search Update

- Brief update provided on Superintendent Search
- Received 11 applicants
- Applicants being reviewed
- Moving on to next stages next week

#### b. ARPA (American Rescue Plan Act) discussion

- Meeting with the town to discuss the APRA funds has been scheduled
- School Committee is requesting a breakdown from the town of the ARPA funds use
- Information will be brought back to the School Committee at the next meeting

#### c. School handbooks

- three school handbooks provided to the School Committee. The Brown School, The Veteran's Middle School and the High School. No major changes were made.
- Opened up for Questions about Handbooks
- Questions surrounding the Homework Policy were raised and how it was outlined in the handbooks
- It was requested that it be as clear as possible for the students and parents to be able to understand the requirements

A roll call vote was taken, and it passed 4-0.

Ms. Fox-Yes, Ms. Taylor-Yes, Mr. Ota-Yes, Ms. Taylor-Yes

Ms. Schaeffner abstained from the vote

#### d. Retreat / workshop discussion

- Retreat on communication for School Committee has been proposed
- A request was made that they wait until the new Superintendent is in place before taking this retreat

#### e. Subcommittee and Liaison Updates and discussion

##### Finance Meeting Update

- Wrapped up FY22/23
- Higher savings in Unemployment
- Due to identifying positions that would be cut if the override didn't pass which led to employees seeking employment elsewhere prior to the start of the school year

- Out of District Placement Goal was to max out the circuit breaker rollover and this year we were able to hit that goal and obtain the max rollover
- Starting the timeline for FY25 planning
- Meeting with Town scheduled to begin the process
- Asking for a mid-October date for the town to project their revenues for next fiscal year

#### Facilities Meeting Update

- Update provided on the facilities work over the summer
- Village Security Cameras updated
- Card access updated with the High School elevators
- New Fire Alarm system at the High School
- Continuing to computerize the HVAC System
- Updated Security Cameras (95% Complete)
- Vets D Wing Access Panel found to be a structural issue, repair being expedited
- High School roof repair process started, next steps for PV discussed
- Brown School roof leaking which is currently being repaired. Once the roof is fixed we will be ready to go with PV for Brown as well.
- Trying to bring composting to all buildings
- Talked about Coffin school and possible next steps
- A list was requested from the Facilities Sub Committee of the current properties that we own but are not using
- The Superintendent Safety Meeting will be held on 09/27/23
- The CPAC is having their board meeting 09/27/23 at 7:00PM
- Metco Leadership retreat for Superintendent's, Assistant Superintendent's and School Committee Members

#### V. Closing Business

##### a. New Business- School Committee Announcements and Requests

- Operating protocols and procedures as it relates to communication going through the School Committee Chair
- This allows a streamlined process and a more efficient process
- Sarah requested moving forward that all requests and questions go to her first and she will ensure that it is answered

##### b. Correspondence

Nothing to share

Meeting is adjourned at 8:30PM by School Committee Chair Ms. Fox

Record of the Marblehead School Committee Meeting  
Thursday October 05, 2023  
7:00PM

Members Present: Sarah Fox, Brian Ota, Jennifer Schaeffner, Alison Taylor, Meaghan Taylor

Also Present: Michelle Cresta-Acting Superintendent, Julia Ferreira-Assistant Superintendent

I. Initial Business

a. Call to Order

Ms. Fox called the meeting to order at 7:00PM

b. Commendations

- Happy World Teachers Day
- Marblehead Rotary Club commended for gifting Marblehead Public Schools the Inner Explore program for the second year in a row
- Commendation to Student Representative for always being prepared to speak at the School Committee Meetings

c. Public Comment

- None

d. Student Representative – Ms. Piper

- Fourth week of school completed
- Picture Day 10/3/23
- Club Fair 10/28/23 in the Gym
- SAT 10/07
- Freshman Class Elections 10/04/23
- 10/18 Day 0 for Students to complete various activities outside of the classroom
- Senior Class met to discuss the annual powder puff game that will take place in November
- Fund the Field Homecoming 10/14/23
- Financial Aid night 10/26/23 grades 9-11
- Cross Country undefeated so far

II. District Updates-Ms. Cresta

- Successful Walk, Ride and Roll Day in conjunction with Safe Routes to School on 10/4/23
- 10/18/23 the High School will be offering the PSAT exam for grades 10 and 11
- School closed Monday 10/9/23 in observance of Indigenous Peoples Day

MCAS Presentation by Ms. Ferreira

- Ms. Ferreira gave a presentation on the current state of the District's MCAS Scores. The ELA and Math scores were used as examples for this presentation beginning with the scores from the 2018/2019 School Year. It was demonstrated that Marblehead Public Schools scores are rising year over year with the exception of the 2020/2021 School year due to the pandemic. The presentation ended by showing the scores for spring 2023 which showed significant improvement and an action plan to continue to support students towards MCAS Scores goals.

III. Consent Action and Agenda Items

a. Schedule of Bills (vote)

*Motion to approve the identified schedules of bills totaling \$443,297.61*

Ms. Fox, Ms. Taylor, Ms Taylor, Mr. Ota and Ms. Shaeffner-All Yes

A vote was taken and the motion passes 5-0

b. Approval of Minutes 07/06/23, 07/26/23, and 08/11/23 (vote)

A vote was taken and the motion passes 5-0 with the understanding that there are some changes needed to the meeting minutes from 07/26/2023

Ms. Fox, Ms. Taylor, Ms Taylor, Mr. Ota and Ms. Shaeffner-All Yes

c. Approval of Out of State Field Trip 01/13/2024-01/14-2024 to New York City (vote)

- Mr. Scoglio Performing Arts Teacher for the High School presented an out of State Field Trip to New York City. The trip is open to all members of the Music Department as well as Students active in the Drama Club. The total per student for the trip comes to \$559.

*Motion to approve the out of state field trip to New York City from 01/13/24-01/14/24*

The motion is moved by Mr. Ota and Seconded by Ms. Taylor

A vote was taken and the motion passes 5-0

Ms. Fox, Ms. Taylor, Ms Taylor, Mr. Ota and Ms. Shaeffner-All Yes

IV. School Committee Communication and Discussion Items'

a. Interim Superintendent Search Update

- The School Committee had two interviews on Monday
- Did reference checks on the candidates
- A meeting has been scheduled with the School Committee for Wednesday 10/11/23 to pick up this discussion

b. Approval of Contracts (vote)

- Addendum to Ms. Cresta's contract for additional compensation for role as the Acting Superintendent
- Vote to approve the extension of Ms. Cresta's contract

Moved by Ms. Shaeffner seconded by Ms. Taylor

Addendum to Ms. Crestas Contract

A vote was taken and the motion passes 5-0

Ms. Fox, Ms. Taylor, Ms Taylor, Mr. Ota and Ms. Shaeffner-All Yes

Renewal of Ms. Crestas Contract-07/01/2024-06/30/2027

A vote was taken and the motion passes 5-0

Ms. Fox, Ms. Taylor, Ms Taylor, Mr. Ota and Ms. Shaeffner-All Yes

c. ARPA (American Rescue Plan Act) discussion

- Ms. Taylor and Ms. Cresta had a meeting with the town to discuss the ARPA process
- After the implementation of the new financial system the School will have \$700,000 left in ARPA funds

d. Declaration of Surplus Goods (vote)

*Motion to declare the curriculum items listed as surplus goods*

The motion is moved by Ms. Taylor and Seconded by Ms. Shaeffner

A vote was taken and the motion passes 5-0

Ms. Fox, Ms. Taylor, Ms Taylor, Mr. Ota and Ms. Shaeffner-All Yes

e. School Owned Properties Discussion

- Opened up the discussion on the request from the Chair of the Select Board to release the Coffin School property from the School Department
- The board who owns said property typically will maintain care of the property until the board comes to the decision that there is no present or future educational use
- Last year the Facilities Committee voted unanimously to maintain the Coffin School Property
- Those present for this vote included Ms. Cresta, Dr. Buckey, Mr. Bloodgood, Ms. Taylor, Ms. Fox and Mr. St. George
- Concerns were voiced about getting rid of the Coffin School property when the school does not know the outcome of the Town Meeting Vote surrounding the Zoning laws and the potential to add an additional 900 units to the Town of Marblehead
- Felt it would be irresponsible for the School Department to give up the Coffin School property given that we do not know what the educational needs of the town will be in the future
- Waiting on feedback from the Safety Committee regarding the state of the building
- Facilities Sub Committee to provide a recommendation to the School Committee for how to properly deal with the facility on that property
- Inventory of everything that is currently in the Coffin School has been requested
- A warrant article will not be sponsored to transfer ownership of the Coffin School Property to the Town

*Motion to declare Coffin School as necessary for potential future educational purposes and to not sponsor a warrant article to turn it back over to the Town*

The motion is moved by Ms. Shaeffner and Seconded by Ms. Taylor

Opened up for discussion

- Irresponsible for us to maintain a property that has a cost and a liability
- The vote is premature

A vote was taken and the motion passes 3-2

Ms. Fox, Ms. Alison Taylor and Ms. Shaeffner- Yes

Ms. Meagan Taylor and Mr. Ota-No

f. Subcommittee and Liaison Updates and Discussion

Screening Committee Update-Ms. Fox

- No new information on the Screening Committee at this time

Safety Committee Advisory-Mr. Ota

- The Safety Committee was done really well
- The only area that needed improvement was the extreme weather evacuation protocol

V. Closing Business

a. New Business- School Committee Announcements and Requests

b. Correspondence

- New correspondence came in today from Judy Croker from the Massachusetts Routes to School Program
- Sarah Fox read the email to the school committee which requested that Marblehead Public Schools invest in the DESE approved pedestrian and bike safety curriculum

Meeting is adjourned at 9:00PM by School Committee Chair Ms. Fox





MARBLEHEAD  
PUBLIC SCHOOLS

**Business Office**  
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fax: 781.639.3149

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MEMORANDUM

TO: Marblehead School Committee  
FROM: Michelle Cresta  
DATE: October 18, 2023  
RE: Schedule of Bills for Approval

Included in this packet are the following Schedules of Bills for your consideration. The schedules and invoices have been uploaded to the shared drive.

Schedule	Amount
24212	\$ 21,282.45
24215	\$ 42,142.54
24217	\$ 13,210.46
24218	\$ 64,156.65
24219	\$ 393,062.74
24222	\$ 1,881.95
24231	\$ 33,128.71
24232	\$ 11,317.95
24235	\$ 203.75
24236	\$ 11,355.00
24237	\$ 30,233.10
24247	\$ 7,798.50
24248	\$ 13,430.61
24250	\$ 11,504.27
24252	\$ 102,348.52
24253	\$ 37,630.65
24254	\$ 11,379.98
24257	\$ 57,381.31
<b>TOTAL</b>	<b>\$ 863,449.14</b>

Suggested Motion:

*Motion to approve the identified schedules of bills totaling \$863,449.14.*

EMPLOYMENT AGREEMENT BY AND  
BETWEEN THE MARBLEHEAD SCHOOL  
COMMITTEE  
AND THERESA MCGUINNESS

This Employment Agreement (hereinafter referred to as "this Agreement") is made between the Marblehead School Committee (hereinafter referred to as "the Committee") and Theresa McGuinness. (hereinafter referred to as "the Interim Superintendent"). This Agreement will be effective as of November 6, 2023. For mutual consideration expressed herein, the parties agree as follows:

1. EMPLOYMENT: The Committee hereby agrees to employ the Interim Superintendent as Interim Superintendent of Schools commencing on November 6, 2023 through June 30, 2024, and the Interim Superintendent accepts such employment on the terms and conditions contained in this Agreement.
2. DURATION: The Interim Superintendent shall be employed as the Interim Superintendent of Schools from November 6, 2023 through June 30, 2024, except as this Agreement may be otherwise extended by mutual agreement or terminated as provided herein.
3. COMPENSATION: The Interim Superintendent will be paid a salary at the annual rate of \$190,000 pro-rated from the start date. The Interim Superintendent's salary shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the Interim Superintendent. The Interim 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: The work year for the Interim Superintendent is twelve months. The Interim Superintendent shall devote her full time, skill, labor and attention to the discharge of her duties as Interim Superintendent for the Marblehead Public Schools.
5. VACATION LEAVE: The Interim Superintendent shall earn vacation at the rate of two and eight hundredths (2.08) days per month commencing November 6, 2023. For the purposes of determining the Interim Superintendent's per diem rate under this Agreement, the Interim Superintendent's salary for the Contract Year July 1, 2023 - June 30, 2024 shall be divided by 260 days. The parties agree that the Interim Superintendent may borrow vacation days in advance of accrual subject to prior written approval of the Committee, which approval shall not be unreasonably withheld after taking into account the needs of the school district.
6. SICK LEAVE: The Interim Superintendent will accrue one and one-quarter (1.25) sick leave days per month commencing November 6, 2023. The Interim Superintendent may use accrued sick leave to cover the Interim Superintendent's absences for personal illness or injury. The Interim Superintendent may borrow against

future accrual. Accrued unused sick leave shall not be paid out and shall be forfeited upon separation from employment.

7. HOLIDAYS: The Interim Superintendent shall receive the following paid holidays:

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Good Friday
- Patriots' Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- New Years's Eve Day

8. PERSONAL LEAVE: The Committee may grant the Interim Superintendent up to four (4) personal leave days with pay during the term of this Agreement for important legal or personal business which cannot be conducted outside of the Interim Superintendent's work day or for emergencies. Unused personal leave days shall not be paid out and shall be forfeited upon separation from employment.

9. BEREAVEMENT LEAVE: The Interim 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 Interim Superintendent's spouse, child, or parent. The Interim Superintendent may take up to three (3) work days as bereavement leave with pay to make funeral arrangements and/or to attend the funeral/memorial service for the Interim Superintendent's sibling, mother-in-law, father-in-law, grandparent, or grandchild. The Interim Superintendent may take up to one (1) work day as bereavement leave with pay to attend the funeral/memorial service for the Interim Superintendent's sister in-law, brother in-law, nephew, or niece.

10. REIMBURSEMENT FOR EXPENSES: The Committee shall reimburse the Interim Superintendent in accordance with Committee policy and procedure for reasonable and necessary without the need to compile and submit documentation in order to receive such reimbursement. Such reimbursement will take the following form:

- a. For travel in and out of district and related expenses, the Interim Superintendent shall be paid one hundred fifty dollars (\$150) per month without the need for the Interim Superintendent to submit documentation.

- b. For attendance at appropriate professional conferences the school district shall follow its usual procurement policies and shall pay the vendor directly. The Interim Superintendent's attendance at such conferences where the related fees and expenses would cause the cumulative total of such fees and expenses to exceed five hundred dollars (\$500) during the Contract Year shall be subject to the Committee's approval in advance, which approval shall not be unreasonably withheld after taking into account the needs of the school district and its budget and after deliberation and vote by the Committee in Open Meeting.
- c. The Committee shall pay for the cost (projected to be \$4900 for FY24) for the Superintendent's participation in the New Superintendent's Induction Program offered by MASS in collaboration with DESE and MASC, during the duration of this contract.

11. GROUP HEALTH INSURANCE: The Interim Superintendent understands and represents that she has the right to 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, as such terms and conditions may be changed by the Committee and the Town of Marblehead from time to time.

12. DUTIES: The Interim Superintendent shall have charge of the administration of the Marblehead Public Schools consistent with law and Committee policies and directives. She shall be the chief executive officer of the School Department of the Marblehead Public Schools consistent with law and Committee policy. She shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs. She 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. She shall construct Committee meeting agendas in consultation with and at the direction of the Committee chairperson. The Interim Superintendent shall attend all meetings of the Committee, unless excused, and may participate in all Committee deliberations except when matters relating to her own employment and/or this Agreement are under consideration, unless under Massachusetts statute or law she has the right to attend such deliberations. She shall recommend regulations, rules, policies, and procedures deemed necessary for the good order of the school department, 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 Committee, as they may be promulgated or modified from time to time. The Superintendent and the Committee will actively engage with MASC to review roles and responsibilities in forming an effective partnership at the onset of her appointment in accordance with School Committee Policy BDD.

13. LICENSE: The Interim Superintendent represents to the Committee that she 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 DESE. As a condition of employment and continued employment, the Interim Superintendent shall maintain, throughout the term of this Agreement, a valid and appropriate license qualifying her to serve as a Superintendent of Schools in a school district in the Commonwealth of Massachusetts, as required by the Massachusetts General Laws, as such may be amended from time to time. The Interim Superintendent agrees to notify the Committee within 24 hours of her license being revoked, rescinded, suspended, or lapsed.

14. TECHNOLOGY: The Committee shall provide access to and use of a smartphone and laptop computer. Use of such equipment shall conform to Marblehead Public Schools policy at all times.

15. INDEMNIFICATION: In accordance with and to the extent provided by applicable Massachusetts General Laws, the Committee agrees to provide indemnification to the Interim 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 Interim Superintendent is acting within the scope of her 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 Interim Superintendent. The Interim Superintendent shall, within four (4) calendar days of the time she is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Committee. This Section 10 shall survive the termination of this Agreement.

16. TERMINATION OF EMPLOYMENT AGREEMENT:

a. By the Committee with Cause: During the term of this Interim Agreement, the Committee may suspend the Assistant Superintendent from her position as Interim Superintendent and/or may terminate her employment and this Employment Agreement for insubordination, incompetency, incapacity, neglect of duty, or other cause. "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 cause, the Committee shall provide the Interim Superintendent with written notice of the reason, reasons, charge or charges against her, and the grounds on which such reason(s) or charge(s) is based. Provided that the Interim Superintendent has made a request in writing to the Chairperson of the Committee within five (5) calendar days of receipt of such written notice, the Committee shall provide the Interim 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 Interim Superintendent shall be entitled to have her legal counsel present to advise her. The Interim 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. In the event of termination pursuant to this paragraph, the Committee shall not be required to pay, and the Interim Superintendent shall not be entitled

to receive salary payments and benefits payable after the effective date of termination. The Interim Superintendent may request to use her accrued vacation days prior to his separation from employment and/or the Committee Chairperson may schedule the Interim Superintendent for vacation days prior to her final day of employment.

b. Early Termination Provision: The Committee may terminate this Employment Agreement and the Interim Superintendent's employment at any time by providing the Interim Superintendent with at least ninety (90) calendar days written notice. In the event of termination pursuant to this paragraph, the Committee shall not be required to pay, and the Interim Superintendent shall not be entitled to receive, salary payments and benefits payable after the effective date of termination. The Interim Superintendent may request to use her accrued vacation days prior to her separation from employment and/or the Committee Chairperson may schedule the Interim Superintendent for vacation days prior to her final day of employment.

c. Termination by the Employee: The Interim Superintendent may terminate her employment by submitting her written resignation to the Committee with as much advance notice as possible but no less than ninety (90) days advance notice. In the event of termination pursuant to this paragraph, the Committee shall not be required to pay, and the Interim Superintendent shall not be entitled to receive, salary payments and benefits payable after the effective date of the Interim Superintendent's resignation. The Interim Superintendent may request to use her accrued vacation days prior to her separation from employment and/or the Committee Chairperson may schedule the Interim Superintendent for vacation days prior to her final day of employment.

17. 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 Interim Superintendent or sent by certified mail to the Interim Superintendent's residence in the case of the Interim 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.

18. ENTIRE AGREEMENT: This Agreement contains the whole agreement between the Committee and the Interim Superintendent. There have been no prior agreements or employment relationship between the parties. There have been no inducements, promises, terms, conditions, or obligations made or entered into by either party of any kind other than those expressly set forth herein. No modification or amendment of, or addition to, this Agreement shall have any legal effect unless and until set forth in writing and signed by the parties.

19. SEVERABILITY: 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 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.

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

21. 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 \_\_\_\_\_ day of October, 2023.

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Theresa McGuinness, Interim Superintendent

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Sarah Fox, Chair  
On behalf of the Marblehead School Committee