

EXECUTIVE SESSION MINUTES

Town of Marblehead, Massachusetts

Marblehead School Committee

July 21, 2023, 2:00pm

Present: Sarah Fox, Chair

Jennifer Schaeffner, Vice Chair,

Alison Taylor, Secretary

Meagan Taylor

Members Absent: Brian Ota

Upon motion duly made and seconded, it was moved that the School Committee go into EXECUTIVE SESSION and not return to open session in accordance with M.G.L. Ch 39, Sec. 23B.

The Chair then stated the reason(s) for the Executive Session:

(SEE THE REASONS CHECKED)

____ (1) To discuss the reputation, character, physical condition or mental health, rather than the 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.1 (2) To conduct strategy sessions in preparation for negotiations with non-union personnel, or to conduct collective bargaining sessions or contract negotiations with nonunion personnel; ____ (3) To discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the governmental body and the Chair so declares ...;

____ (4) To discuss the deployment of security personnel or devices;

____ (5) To investigate charges of criminal misconduct or to discuss the filing of criminal complaints;

____ (6) To consider the purchase, exchange, lease or value of real property, if such discussion may have a detrimental effect on the negotiating position of the governmental body with a person, firm or corporation; 1 The individual involved in such Executive Session must be notified in writing at least forty-eight (48) hours prior to such session and is (1) entitled to be present (2) to have counsel or other representative present and (3) to speak in his or her own behalf. Upon the request of the individual involved, no Executive Session shall be held, and the meeting shall be held in open session. See G.L.c.39, §§23B(1) and (2).

____ (7) To comply with the provisions of any general or special law or Federal grant-in-aid requirements;

____ (8) To consider and interview applicants for employment by a preliminary screening committee or a subcommittee appointed by a governmental body if an open meeting will have a detrimental effect in obtained qualified applicants: provided, however, that this clause shall not apply to any meeting, including meetings of a

preliminary screening committee or a subcommittee appointed by a governmental body, to consider and interview applicants who have passed a prior preliminary screening;

____ (9) To meet or confer with a mediator, as defined in section twenty-three C of chapter two hundred and thirty-three, with respect to any litigation or decision on any public business within its jurisdiction involving another party, group or body, provided that: (a.) any decision to participate in mediation shall be made in open meeting session and the parties, issues involved and purpose of the mediation shall be disclosed; and (b.) no action shall be taken by any governmental body with respect to those issues which are the subject of the mediation without deliberation and approval for such action at an open meeting after such notice as may be required in this section. The School Committee during a properly constituted and noticed meeting:

VOTE: to go into Executive Session Roll Call Vote: Y/N/A

Member Name: Sarah Fox: Yes

Member Name Jennifer Schaeffner: Yes

Member Name Alison Taylor: Yes

Member Name Meagan Taylor: Yes

Member Name: Brian Ota: Abstain

The School Committee WILL NOT RECONVENE in Open Meeting after the Executive Session.

Call to Order: Chair, Sarah Fox 2:03pm

Summary of Discussion:

Sarah Fox explained originally the Committee had planned to enter Executive Session under reason 1, to discuss a recent investigative report provided to the School Committee by Superintendent John Buckey on a complaint of bullying on an athletic team in addition to other concerns brought forth to the Committee on other matters in recent weeks. School Committee Counsel Attorney Colby Brunt, upon discussion with the Chair, advised to enter Executive Session under reason 2. This would allow Attorney Brunt to explain the options available to the School Committee in the Superintendent's contract.

Attorney Brunt explained that Dr. Buckey's attorney had already been informed that the Committee was meeting and for what reason and she would contact him with the results of this Executive Session immediately following adjournment. She then explained the provisions of the employment contract and the consequences of exercising various options within Section 12.

Discussion of concerns from all members took place.

After all School Committee members stated their concerns, Attorney Brunt summarized that she was hearing significant concerns from all members except one that sounded irreconcilable and added that she was looking for direction from the Committee with respect to next steps.

Several members voiced a strong desire to find an amicable solution that allowed Dr. Buckey the opportunity to negotiate his exit and write his own narrative.

Alison Taylor stated that she did not believe the Committee should agree to a non-disparagement clause in any agreement as that would prevent members of the committee from correcting the misinformation currently circulating in the community. Brunt [REDACTED]

The School Committee authorized Attorney Brunt to offer up to the full amount of the early termination clause while allowing Dr. Buckey to resign on his terms. The Committee agreed to issue a mutually agreeable joint statement with the Superintendent. The Committee encouraged Attorney Brunt to try to negotiate some savings for the town.

The Committee agreed that the next steps included that Attorney Brunt would inform Dr. Buckey's attorney that he was not to be in contact with any administrators or enter the central office until this was settled. No member opposed these directions given to Attorney Brunt. The Committee encouraged Attorney Brunt to look to find a mutually beneficial agreement that allowed for Dr. Buckey to resign and offer to make joint statement if Dr. Buckey desired. The Committee again voiced its desire for Attorney Brunt to strive to reach the most fiscally responsible agreement for the district.

Motion: To authorize counsel to speak to Dr. Buckey's counsel to negotiate a mutually beneficial separation agreement, in accordance with section 12.2 of Dr. Buckey's contract.

Moved by: Alison Taylor

Seconded by: Jennifer Schaeffner

Roll Call Vote:

Sarah Fox: Yes

Jennifer Schaeffner: Yes

Alison Taylor: Yes

Meagan Taylor: No

Sarah Fox requested the Chair to take action to name Michelle Cresta Superintendent Designee.

Upon concern voiced by Meagan Taylor over the process of appointing Michelle Cresta in this role, Attorney Brunt advised the Committee is required to have a designee while Dr. Buckey is on leave and throughout these negotiations. At this time, the Committee agreed it would name Michelle Cresta that designee.

Motion to adjourn Executive Session at 3:31pm:

Moved: Alison Taylor

Seconded: Jennifer Schaeffner

Roll Call Vote:

Sarah Fox: Yes

Jennifer Schaeffner: Yes

Alison Taylor: Yes

Meagan Taylor: Yes

Respectfully Submitted,

Alison Taylor, Secretary