

**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 1<sup>st</sup> 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              |
| Juneteenth                      | Christmas Day                          |
| Independence 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 (\$94,350.00) 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 of ten 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.

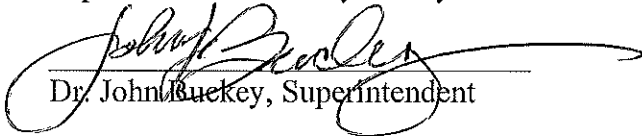
**15. ENTIRE AGREEMENT:** This AGREEMENT contains the whole agreement between the Committee and the Superintendent. There have been no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those set forth herein. No modification of or addition to this 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 9<sup>th</sup> day of July 2021.

  
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Dr. John Buckley, Superintendent

**ON BEHALF OF THE MARBLEHEAD SCHOOL COMMITTEE**

**BY:**

  
\_\_\_\_\_  
Sarah Gold, Chairperson  
Marblehead School Committee