



# OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General  
One Ashburton Place  
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

## Your Contact Information:

First Name: Cathyann Last Name: Swindlehurst

Address: 1 Casino Road

City: Marblehead State: MA Zip Code: 01945

Phone Number: 781.608.8479 Ext. \_\_\_\_\_

Email: cswindlehurst@gmail.com

Organization or Media Affiliation (if any): \_\_\_\_\_

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

Individual  Organization  Media

## Public Body that is the subject of this complaint:

City/Town  County  Regional/District  State

Name of Public Body (including city/town, county or region, if applicable): Marblehead School Committee

Specific person(s), if any, you allege committed the violation: \_\_\_\_\_

Date of alleged violation: Between 7/6-7/17, 2023

## Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

I believe the Marblehead School Committee violated the Massachusetts Open Meeting Law when it decided, outside of the public view, to consider exercising the termination for convenience clause in the current Superintendent's employment agreement.

On 7/17/2023 the School Committee Chair filed an agenda for a 7/21/23 meeting. The agenda items were 1). A vote on adjourning into executive session for a strategy discussion on the Superintendent's contract and 2). The Executive Session itself. The filing of this agenda was the first indication voters received that the Board was reconsidering the superintendent's contract.

The employment contract itself had two years left to run (though June 20, 2025) unless the Board invoked either the "for cause" or the "termination for convenience" clause. There was no public discussion, vote, or agenda item in the two meetings (6/29/2023 and 7/6/2023) of the new board which would have signaled to voters that the newly elected School Committee had chosen to re-open consideration of the Superintendent's status. Additionally, to the best of my knowledge, there was no precipitating event/emergency which would have introduced a materially relevant re-evaluation of the contract other than the board composition had changed in the three weeks since the superintendent had been given a 'proficient' rating by the School Committee.

The Board's "surprise" re-evaluation (and apparent decision to exercise the termination-for-convenience clause in the contract) has left voters frustrated, confused, and feeling misled. It has significant financial implications for the town and pours gasoline on Marblehead's existing reputation for not treating its superintendents well. The School Committee in Marblehead is followed closely by Marblehead's 3 news outlets and many local social media groups. The stated cause for the executive session came as a complete surprise to everyone. Between the end of the public meeting on 7/6/23 and the filing of the executive session agenda on 7/17/23 it is apparent that some members of the board made the decision to review the contract and its termination for convenience clause, leading to the Chair to call a meeting and file the executive-session for bargaining strategy agenda on 7/17. Given that the Chair appointed an Interim Superintendent apparently the board has terminated our existing Superintendent. We can't know for sure – because all of this is happening in the dark and behind the scenes.

My understanding of the Massachusetts Open Meeting Law is that it requires the deliberation and decision to revisit the contract be made in a public-facing meeting rather than privately among board members. Certainly, the strategy discussions themselves are private, but the deliberation and decision to revisit the contract should have been made in the light of a public meeting – especially given the amount of interest the School Committee in Marblehead generates among voters.

I believe it's reasonable to conclude that the deliberation and decision to reconsider the Superintendent's tenure in Marblehead were in violation of the Massachusetts Open Meeting Law and look forward to hearing from the Committee on this matter.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

The committee should hold an in-person public meeting to both explain (and publicly vote on) the decision to investigate exercising the contract's termination-for-convenience option as well as to hear public comment on the matter. The meeting should be held at a time and location so as to maximize the opportunity for voters to attend and be heard.

## Review, sign, and submit your complaint

### I. Disclosure of Your Complaint.

**Public Record.** Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

**Publication to Website.** As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

### II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

### III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to [openmeeting@state.ma.us](mailto:openmeeting@state.ma.us).

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: \_\_\_\_\_

*Cathy Ann Swindlehurst*

Date: July 31, 2023

For Use By Public Body  
Date Received by Public Body:

For Use By AGO  
Date Received by AGO: