



## MEETING NOTICE

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| DATE POSTED:<br>TOWN OF MARBLEHEAD<br>Town Clerks Use Only<br>MARBLEHEAD<br>TOWN CLERK<br><br>2024 JUL 11 AM 11:38 |
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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

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Name of Board or Committee

**Address:** School Central Administration, Conference Room – 9 Widger Rd. 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

|               |             |             |             |               |
|---------------|-------------|-------------|-------------|---------------|
| <b>Monday</b> | <b>July</b> | <b>15th</b> | <b>2024</b> | <b>4:30pm</b> |
| 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. Public Comment

**II. Consent Action and Agenda Items**

- a. Schedule of Bills (vote)

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

- a. Motion to approve the hourly wages for Cafeteria workers for the 2024-2025 school year as presented (vote)
- b. Motion to approve the requested increase FTE for the Assistant Director Of Special Education from 0.5 FTE to 1.0 FTE as presented and to fund the additional 0.5 FTE from the PK/K revolving account. (vote)
- c. Motion to appoint Town Administrator Thatcher Kezer to the School Committee Bargaining Subcommittee (vote)

**IV. Closing Business**

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

- V. . Motion and vote to meet in executive session pursuant to Mass. General Laws chapter 30A section 21(a) Purpose (3) to discuss strategy with respect to and in preparation for collective bargaining with the Marblehead Education Association Unit A, Unit Permanent Substitutes, Unit Tutors, Unit Paraprofessionals, and Unit Custodians because an open discussion may have a detrimental effect on the bargaining position of the Committee with the intent not to return to open session.

Chair's Statement following roll call vote on the motion:

The Committee will now be meeting in executive session pursuant to Massachusetts General Laws chapter 30A section 21(a) for purpose (3) to discuss strategy with respect to and in preparation for collective bargaining with the Marblehead Education Association Unit A, Unit Permanent Substitutes, Unit Tutors, Unit Paraprofessionals, and Unit Custodians because an open discussion may have a detrimental effect on the bargaining position of the Committee with the intent not to return to open session.

VI. Executive Session

Strategy discussion with respect to and in in preparation for collective bargaining with the Marblehead Education Association Unit A, Unit Permanent Substitutes, Unit Tutors, Unit Paraprofessionals, and Unit Custodians.

Adjournment

Hybrid Meeting Notice: Members of the public are welcome to attend this in-person at 9 Widger Road, 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:** Jennifer Schaeffner  
**Posted by:** Lisa Manning  
**Date:** 7/11/2024



# Marblehead Public Schools

9 Widger Road  
Marblehead, Massachusetts 01945  
Phone: (781) 639-3140

**John Robidoux**  
*Interim Superintendent of Schools*

**Julia Ferreira**  
*Assistant Superintendent of  
Teaching & Learning*

**LisaMarie Ippolito**  
*Assistant Superintendent of  
Student Services*

**Michael Pfifferling**  
*Assistant Superintendent of  
Finance & Operations*

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## MEMORANDUM

TO: Marblehead School Committee  
FROM: Michael Pfifferling, Assistant Superintendent of Finance and Operations  
DATE: July 10, 2024  
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               |
|--------------|----------------------|
| 25305        | \$ 8,323.97          |
| 25306        | \$ 113,927.76        |
| 25308        | \$ 5,835.27          |
| 25311        | \$ 101,500.00        |
| 25324        | \$ 293,414.93        |
| 25331        | \$ 23,827.69         |
| 25348        | \$ 12,829.26         |
| 25350        | \$ 45,313.24         |
| 25351        | \$ 95,491.77         |
| 25363        | \$ 8,240.51          |
| 25366        | \$ 68,907.58         |
| 25367        | \$ 38,909.73         |
| <b>Total</b> | <b>\$ 816,521.71</b> |

Suggested Motion:

*Motion to approve the identified schedules of bills totaling \$837,776.71.*



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**LisaMarie Ippolito**  
*Assistant Superintendent of Student Services*

**Michael Pffifferling**  
*Assistant Superintendent of Finance & Operations*

Date: July 10, 2024

To: Marblehead School Committee

Re: Food Service Workers Hourly Rates Recommendation

The District Administration respectfully requests consideration from the Marblehead School Committee to approve the recommended hourly rates for our cafeteria workers as proposed below:

| Position                              | FY24 Rates          | Proposed FY25 Rates |
|---------------------------------------|---------------------|---------------------|
| Cook Manager / Bookkeeper (Years 1-4) | (\$19.40 - \$21.80) | \$24.00 / Hour      |
| Cook Manager / Bookkeeper (Years 5+)  | (\$22.43 - \$23.09) | \$25.00 / Hour      |
| Assistant Manager (Years 1-4)         | (\$15.13 - \$17.16) | \$21.00 / Hour      |
| Assistant Manager (Years 5+)          | (\$17.68 - \$18.20) | \$22.00 / Hour      |
| Worker / Helper / Driver (Years 1-4)  | (\$14.04 - \$15.88) | \$18.00 / Hour      |
| Worker / Helper / Driver (Years 5+)   | (\$16.34 - \$16.85) | \$19.00 / Hour      |

### Revolving Account Balance

|  |           |
|--|-----------|
| FY23 February Balance                  | \$386,289 |
| FY24 February Balance                  | \$671,336 |
| Net Increase FY23 to FY24 (Feb to Feb) | \$285,047 |

### Position wages per current / proposed rates

|                      |           |
|----------------------|-----------|
| FY24 Salary Total    | \$452,555 |
| FY25 Proposed Salary | \$490,065 |
| Salary Increase      | \$37,510  |

### Positions newly added to revolving accounts for FY25

|  |           |
|--|-----------|
| FY25 Added Positions to Revolving Account: |           |
| Food Service Director                      | \$100,000 |
| Nutritionist                               | \$50,000  |
| Total Added Positions                      | \$150,000 |

### Profit / Loss Projections

|  |           |
|--|-----------|
| Annual Net Increase                          | \$285,047 |
| Less Salary Increase (Market Adj)            | -\$37,510 |
| Less Added Positions                         | -150,000  |
| Net Projected Remaining Annual Profit (gain) | \$97,537  |

As of July 9, 2024, the available balance in the Food Service Revolving Account was \$338,362.



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**Michael Pfifferling**  
*Assistant Superintendent of  
Finance & Operations*

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Date: July 10, 2024

To: Marblehead School Committee

Re: FTE Change on Assistant Director of Special Education

The District Administration respectfully requests consideration from the Marblehead School Committee to approve the recommendation to increase the FTE of the Assistant Director of Special Education from 0.5 FTE to 1.0 FTE. In order to accomplish this request, it would cost approximately \$53,000. We would recommend the additional funding needed be attached to the PK/K Revolving Fund.

Attached is the proposed Job Description for the position.



9 Widger Road  
Marblehead, MA 01945  
Ph.: 781-639-3140

## **JOB DESCRIPTION ASSISTANT DIRECTOR OF STUDENT SERVICES**

### **General Statement of Job**

The Assistant Director of Student Services provides the support to the Assistant Superintendent of Student Services and assists the Assistant Superintendent in their leadership role to the local educational agency in the area of organization, supervision, and administration for all Marblehead Public Schools' Student Services programs. The Assistant Director's role includes the ability to motivate, influence, and shape individuals in order to ensure continuous organizational development and improvement. Indicators of competency fall in the areas of leadership, planning and improving program implementation across diverse areas services, policy and procedures, community relations, personnel practices, and fiscal management.

The Assistant Director of Student Services works under the general supervision of the Assistant Superintendent of Student Services. The assistant director maintains a cooperative relationship with the Central office administration, principals, other school personnel, other related service agencies and parents. The overall responsibility of the Assistant Director is to support the Assistant Superintendent in the administration of all the Student Services programs with local, state and federal guidelines, rules, regulations, and laws.

### **Minimum Training and Experience**

Requires a master's degree in education, or other related field, minimum of one year of successful program administration experience. The successful candidate will demonstrate proven capabilities in out of district placements and budget management.

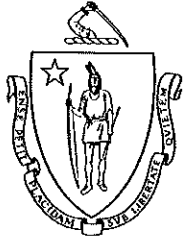
### **Specific Duties and Responsibilities**

- Assist in the development of competitive federal, state grants, and private foundation grant proposals.
- Assist in the preparation and administration of Student Services departmental budget, including materials and equipment.
- Monitor and submit required documentation of programs and services to local, state, and federal agencies.
- Analyze student assessment information for Student Services program improvement and other initiatives.
- Evaluates licensed special education staff in collaboration with building principals.
- Supports the renewal of Safety Care training for all staff.
- Assist in the recruitment, selection, and placement of staff and program implementation for all Student Services programs.

- Supports the district's PreK program with team meeting, Early Literacy and Social Emotional Learning
- Communicate and send out referral packets to potential placements and facilitate tours, interviews, and application process for OOD families
- Coordinate visits and meet parents, student, and staff for initial and transition meetings
- Contact placements, outside agencies, and parent/guardian to schedule Team meetings in addition, monitor student and schools on a periodic basis to maintain understanding of student needs, growth, and placement suitability
- Chair/Co Chair team meeting for OOD Schools
- Review, edit, and approve final IEP's and transition plans for OOD and transitional students
- Oversee and coordinate the transition planning process with collaboration from High School Special Education Administrator
- Provide information to parents to prepare them for transitions in educational programming
- Support secondary students individual transition, planning meetings when needed
- Collect and track attendance, progress reports and grades and monitor student data and progress
- Oversee administration regarding MCAS ACCESS requirements and accommodations for students
- Manage end of the school year processes for students placed out of the school district
- Oversees and reviews graduations requirements for students receiving diplomas from MHS or their OOD placement
- Competency Determination upon completion of services
- Perform other functions as may be assigned by the Assistant Superintendent or designee.

### **Physical Requirements**

- While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger, handle, or feel objects, tools or controls; reach with hands and arms; talk or hear. The employee occasionally required to sit and stoop, kneel, or crouch.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- The employee must occasionally lift and/or move up to 10 pounds. Must be able to perform light work exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or up 20 pounds of force constantly to move objects.
- Must possess the visual acuity to prepare data, work with record processes, and do extensive reading and research.



THE COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE ATTORNEY GENERAL  
ONE ASHBURTON PLACE  
BOSTON, MASSACHUSETTS 02108

ANDREA JOY CAMPBELL  
ATTORNEY GENERAL

(617) 727-2200  
www.mass.gov/ago

July 12, 2024

OML 2024 – 121

Jennifer King, Esq.  
Valerio Dominello & Hillman, LLC  
One University Avenue  
Westwood, MA 02090

By email only: Jennifer.King@VDHBoston.com

RE: Open Meeting Law Complaint

Dear Attorney King,

This office received a complaint from Cathyann Swindlehurst on October 15, 2023, alleging that the Marblehead School Committee (the “Committee”) violated the Open Meeting Law, G.L. c. 30A, §§ 18-25. The complaint was originally filed with the Committee on or about July 31, 2023, and Attorney Colby Brunt responded to the complaint, on behalf of the Committee, by letter dated August 22, 2023. The complaint alleges that the Committee entered into executive session for an improper purpose during a July 21, 2023, meeting and discussed the Superintendent’s contract outside of a properly posted meeting.

We appreciate the patience of the parties while we reviewed this matter. Following our review, we find that the Committee did not violate the law in the ways alleged. In reaching this determination, we reviewed the original complaint, the Committee’s response to the complaint, and the complaint filed with our office requesting further review. In addition, we reviewed the notices and open session minutes of Committee meetings held on June 6, 2023, June 15, 2023, June 29, 2023, and July 6, 2023; notices and executive session minutes of Committee meetings held on July 21, 2021, and July 31, 2023; and the employment and settlement agreements between the Committee and the Superintendent. In addition, we communicated with you<sup>1</sup> on April 29, 2024, and May 9, 2024.

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<sup>1</sup> For purposes of clarity, we refer to you in the third person hereafter.



## FACTS

We find the facts as follows. The Committee is a five-member public body; thus, three members constitute a quorum.

During a meeting held on June 6, 2023, the Committee conducted an evaluation of the Superintendent. Each member shared their individual thoughts on whether the Superintendent met or exceeded various goals and standards. The Committee then unanimously approved a motion “to support” the summary evaluation, which found the Superintendent to be “Proficient” in all four standards (Instructional Leadership, Management and Operations, Family and Community Engagement, and Professional Culture), and to have either met or made significant progress toward goals, including professional practice, student learning and district improvement. During the Committee’s next meeting on June 15, 2023, the Committee unanimously approved a motion “to accept” the Superintendent’s evaluation for the 2022-2023 school year.

The Committee duly posted notice for a meeting to be held on July 21, 2023, at 2:00 P.M. The notice listed an executive session pursuant to Purpose 2 to “conduct strategy sessions in preparation for negotiations with nonunion personnel (Superintendent).”

The July 21, 2023, meeting was held as planned. The Committee convened in open session at 2:03 P.M. and Chair Sarah Fox stated that the Committee would enter executive session to conduct strategy sessions in preparation for negotiations with nonunion personnel. The Committee voted by majority vote to convene in executive session and announced that it would not reconvene in open session following the conclusion of the executive session.

During the executive session, the Committee discussed the terms of the Superintendent’s contract and whether to exercise an early termination clause, as well as possible settlement terms. The Committee voted by majority vote to authorize town legal counsel to negotiate a separation agreement with the Superintendent. The Committee then adjourned the meeting.

The Committee duly posted notice for a meeting to be held on July 31, 2023, at 9:30 A.M. The notice listed an executive session pursuant to Purpose 2 to “conduct strategy sessions in preparation for negotiations with nonunion personnel (Superintendent).”

The July 31, 2023, meeting was held as planned. The Committee convened in open session at 9:33 A.M. and Chair Sarah Fox stated that the Committee would enter executive session to conduct strategy sessions in preparation for negotiations with nonunion personnel. The Committee voted by majority vote to convene in executive session and announced that it would not reconvene in open session following the conclusion of the executive session.

During the executive session, the Committee discussed terms to include in a settlement agreement with the Superintendent and voted by majority vote to not include a “mutual non-disparagement clause.” The Committee agreed that the Chair would work with town legal counsel to finalize a separation agreement. In addition, the Committee voted by majority vote to

authorize the Chair to enter into discussions with the Assistant Superintendent for Finance and Operations to become acting Superintendent. The Committee then adjourned the meeting.<sup>2</sup>

During a meeting held on August 11, 2023, the Committee ratified the settlement agreement that had been reached with the Superintendent, which stated, in part, that the Superintendent would remain on paid leave until December 31, 2023, at which time he would resign.

### DISCUSSION

The Open Meeting Law was enacted “to eliminate much of the secrecy surrounding deliberation and decisions on which public policy is based.” Ghiglione v. School Committee of Southbridge, 376 Mass. 70, 72 (1978). The law requires that all meetings of a public body be conducted in an open session, with some exceptions. G.L. c. 30A, §§ 20(a), 21(a). A public body may enter an executive, or closed, session for any of the ten purposes enumerated in the Open Meeting Law provided that it has first convened in an open session, that a majority of members of the body have voted to go into executive session, that the vote of each member is recorded by roll call and entered into the minutes, and the chair has publicly announced whether the open session will reconvene at the conclusion of the executive session. G.L. c. 30A, §§ 21(a), (b); see also OML 2014-94.<sup>3</sup> Before entering the executive session, the chair must state the purpose for the executive session, stating all subjects that may be revealed without compromising the purpose for which the executive session was called. See G.L. c. 30A, § 21(b)(3); see also District Attorney for the N. Dist. v. Sch. Comm. of Wayland, 455 Mass. 561, 567 (2009) (“[a] precise statement of the reason for convening in executive session is necessary ... because that is the only notification given the public that a [public body] would conduct business in private, and the only way the public would know if the reason for doing so was proper or improper”).

A public body may convene in executive session to “conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel.” G.L. c. 30A, §§ 21(a)(2) (“Purpose 2”). When meeting in executive session, a public body may only address subjects related to the narrow executive session purpose the public body cited when entering executive session. See District Attorney for the Northwestern Dist. v. Committee of Selectmen of Sunderland, 11 Mass. App. Ct. 663, 666 (1981) (executive session may not be used as a blanket reason to deliberate on matters other than those pertaining to the specific purpose for which executive session was called).

The complaint challenges the propriety of the Committee’s July 21, 2023, executive session discussions. Here, the Committee convened in executive session pursuant to Purpose 2 and discussed the Superintendent’s contract, including an early termination clause, and potential terms to be included in a separation agreement. We find that the Committee’s discussion of a

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<sup>2</sup> We note that the Committee has released the executive session minutes of both the July 21, 2023, and July 31, 2023, meetings.

<sup>3</sup> Open Meeting Law determinations may be found at the Attorney General’s website, <https://www.mass.gov/the-open-meeting-law>.

possible separation agreement fit within the parameters of executive session Purpose 2, as the discussions related to strategy in preparation for contract negotiations. See OML 2017-69 (finding that public body did not violate Open Meeting Law by discussing in executive session strategy with respect to negotiating a separation agreement with Superintendent); OML 2013-184 (finding that public body did not violate Open Meeting Law by discussing in executive session strategy in preparation for renegotiating contract with Superintendent). We conclude that the Committee did not violate the Open Meeting Law by convening in executive session to discuss strategy with respect to the Superintendent's contract and severance agreement during the July 21, 2023, meeting.

The Open Meeting Law allows a public body to conduct contract negotiations with nonunion personnel in executive session, but does not authorize a public body to approve a contract in executive session. See OML 2013-91; OML 2011-56; OML 2011-44. Therefore, although a public body may reach an agreement on the terms of a contract in executive session, it must subsequently vote to approve or ratify such an agreement in open session. See OML 2011-28 (finding that school committee violated the Open Meeting Law by voting to approve superintendent's contract addendum in executive session). Here, the Committee discussed settlement terms during the two July executive sessions but did not vote to approve any agreement during those meetings. Rather, the Committee approved the settlement agreement during an open meeting held on August 11, 2023.

The complaint further alleges that the Committee deliberated outside of a properly posted meeting sometime between July 6, 2023, and July 17, 2023. Specifically, the complaint alleges that some members of the Committee must have "made the decision to review" the Superintendent's contract where there was no public discussion or vote during Committee meetings held on June 29, 2023, and July 6, 2023, "which would have signaled to voters that the newly elected School Committee had chosen to re-open consideration of the Superintendent's status."

The Open Meeting Law defines a "meeting," in relevant part, as "a deliberation by a public body with respect to any matter within the body's jurisdiction." G.L. c. 30A, § 18. The law defines "deliberation" as "an oral or written communication through any medium, including electronic mail, between or among a quorum of a public body on any public business within its jurisdiction; provided, however, that 'deliberation' shall not include the distribution of a meeting agenda, scheduling information or distribution of other procedural meeting [sic] or the distribution of reports or documents that may be discussed at a meeting, provided that no opinion of a member is expressed." Id. For the purposes of the Open Meeting Law, a "quorum" is a simple majority of the members of a public body. Id.

This office communicated with Attorney King who asserted on behalf of the Committee that "members did not discuss the Superintendent's contract and/or any possible termination of the Superintendent any time between July 6, 2023, and July 17, 2023, outside of any scheduled meetings." Although we have been presented with no evidence that directly contradicts this assertion, we note that in response to a public records request from the *Marblehead Currant* for communications between Committee members that appear related to the Superintendent's contract, the Committee responded that messages on some of its members' electronic devices,

including text messages, had been deleted. The communications that were the subject of the public records request occurred within the same timeframe as the discussion of the Superintendent's contract and pertained to an investigation of a bullying incident involving a former girls' soccer coach and the lack of responsiveness by school administration, including the Superintendent.<sup>4</sup> Nonetheless, we find no evidence here that deliberation occurred between Committee members about the Superintendent's contract and, thus, do not find a violation of the Open Meeting Law.<sup>5</sup> We remind the Committee that the Open Meeting Law prohibits deliberation outside a posted meeting, including through serial communication.

### CONCLUSION

For the reasons stated above, we find that the Committee did not violate the Open Meeting Law. We now consider the complaint addressed by this determination to be resolved. This determination does not address any other complaints that may be pending with our office or the Committee. Please feel free to contact our office at (617) 963-2540 if you have any questions regarding this letter.

Sincerely,



KerryAnne Kilcoyne  
Assistant Attorney General  
Division of Open Government

cc: Cathyann Swindlehurst – By email only: cswindlehurst@gmail.com  
Marblehead School Committee – By email only:  
schoolcommittee@marbleheadschoools.org  
Marblehead Town Clerk Robin Michaud – By email only: michaudr@marblehead.org

**This determination was issued pursuant to G.L. c. 30A, § 23(c). A public body or any member of a body aggrieved by a final order of the Attorney General may obtain judicial review through an action filed in Superior Court pursuant to G.L. c. 30A, § 23(d). The complaint must be filed in Superior Court within twenty-one days of receipt of a final order.**

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<sup>4</sup> With her request for further review, the complainant provided to our office 26 *Marblehead Currant* newspaper articles. Several articles refer to a public records request made by a reporter at the *Marblehead Currant* requesting text and email messages between Committee members from June 21, 2023, to August 2, 2023. According to the articles, the communications via text and email appear to relate to the bullying investigation.

<sup>5</sup> We note our concern with the Committee's practice of discussing Committee business on personal devices without retaining those communications and that some members of the Committee failed to produce text messages in response to a public records request, asserting that they had been deleted and could not be restored. However, the Open Meeting Law does not govern records retention, and we make no determination as to whether Committee members complied with their obligations under separate records retention laws.