

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into by and between the Marblehead School Committee ("Committee") and Dr. John Buckey ("Dr. Buckey"), hereinafter collectively referred to as "the Parties."

**WHEREAS**, Dr. Buckey is employed by the Marblehead Public Schools as the Superintendent of Schools;

**WHEREAS**, each of the Parties to this Agreement received all approvals necessary to enter into this Agreement and authorized the signatory of the Agreement to commit such party to each and all of the terms and conditions hereof on its behalf.


**NOW THEREFORE**, for valuable consideration given, Marblehead School Committee and Dr. Buckey hereby agree to the following terms:

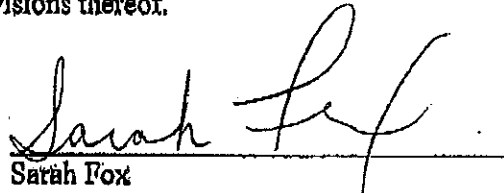
1. Dr. Buckey remain on a paid leave until December 31, 2023, and will be paid in accordance with the current pay schedule through this date at his salary that is in effect for the 2023-2024 school year. Dr. Buckey will not perform any functions as the Superintendent during this leave period.
2. Dr. Buckey will use any accrued vacation time available during the leave period.
3. Dr. Buckey agrees to sign the attached letter of resignation dated December 31, 2023. Dr. Buckey understands that this letter of resignation is irrevocable.
4. Dr. Buckey will be paid a lump sum payment of \$94,350.00 on January 2, 2024. Said payment will be minus any withholdings for state and federal taxes and other withholding required by law or authorized by Dr. Buckey.
5. Dr. Buckey may remain on Marblehead's health insurance at the employee rate through December 31, 2023 or until he obtains another position outside the district, whichever comes first.
6. Release. In consideration for the Committee's obligations under this Agreement, Dr. Buckey on behalf of himself, his executors, heirs, beneficiaries, agents, administrators, legal and personal representatives, and assigns does hereby remise, release, absolve, acquit and forever discharge the Marblehead Public Schools and the Marblehead School Committee (individually, and as a whole), and their respective current and former agents, employees, and all heirs, successors, assigns or representatives of any of the foregoing (collectively, the "Releasees") of and from any and all actions, causes of action, suits, accounts, debts, claims, demands, controversies, and liabilities of every nature, both at law and in equity, whether known or unknown, apparent or not apparent, past or present, which Dr. Buckey now has or has had against the Releasees to the date this Agreement is executed, including, without limitation, any which relate to Dr. Buckey's employment with

the Marblehead Public Schools or the early termination of his contract, including, but not limited to, any alleged violation of the Federal Age Discrimination in Employment Act, 29 U.S.C., § 621 et seq., Title VII of the Civil Rights Act of 1964 as amended, the Civil Rights Act of 1991, Sections 1981 through 1988 of Title 42 of the United States Code, as amended, the Americans with Disabilities Act, as amended, the Equal Pay Act of 1963, 29 U.S.C., § 206(d), the Occupational Safety and Health Act, as amended, the Genetic Information Nondiscrimination Act of 2008, the Family Medical Leave Act, as amended, Fair Labor Standards Act, as amended, the Massachusetts Fair Employment Practices Act, Mass. Gen. Laws ch. 151B, the Massachusetts Civil Rights Act, Mass. Gen. Laws ch. 12, § 11F, the Massachusetts Equal Rights Act, Mass. Gen. Laws ch. 93, § 102, the Massachusetts Privacy Statute, Mass. Gen. Laws ch. 214, § 1C, the Massachusetts Wage and Hour Laws, Mass. Gen. Laws ch. 149, §§ 148 et seq., Mass Gen. Laws ch. 71, § 42, and any other federal, state or local civil law or human rights law, collective bargaining agreement, any public policy, contract, tort, or common law and any allegation for costs, fees, or other expenses, including attorneys' fees.

7. Reference, Evaluation, and Mutual Non-disparagement: Superintendent Buckley may request that any member of the present or previous School Committees of the town of Marblehead provide him with a reference. Such reference shall be the personal opinion of the author and not attributable to the views of the entire Committee or the Town of Marblehead. The parties agree they shall not disparage each other or the actions and decisions of each other, and if asked shall state publicly and privately that they have reached an amiable agreement to conclude the employment relationship. This non-disparagement clause is a material provision of this agreement for which consideration has been exchanged. The breach of the non-disparagement clause by either party shall void the release terms contained in paragraph 6 above.
  
8. Cooperation and Indemnification. (a) At reasonable times, and upon the receipt of reasonable advance notice from the School Committee, Superintendent Buckley agrees that he will use his reasonable best efforts to respond and provide information with regard to matters about which he has knowledge as a result of his employment with the Town of Marblehead/School Committee and will provide reasonable assistance to the Town of Marblehead/School Committee and its representatives in the defense of any claims that may be made against or by Town of Marblehead/School Committee, including but not limited to, any claim or action naming Buckley as a defendant or responsible party (other than any claims by the Town of Marblehead/School Committee against Superintendent Buckley which are expressly not released by the Town or School Committee, or any claims by Superintendent Buckley against the Town of Marblehead/School Committee that have not been released under this Agreement), to the extent that such claims may relate to the period of his employment with the Town/School Committee. For such cooperation and assistance Superintendent Buckley shall be compensated for his time in an amount equal to the last effective per diem rate of pay, in not less than one half day increments.

9. The Town of Marblehead/School Committee acknowledges that Superintendent Buckley is entitled to indemnification pursuant to Massachusetts General Laws c. 258, § 2.
10. Acknowledgement. Dr. Buckley acknowledges that, prior to his execution of this Agreement, he consulted with legal counsel regarding this Agreement, that he is competent to execute this Agreement, that his decision to execute this Agreement has not been obtained by any duress, and that he understands that this Agreement is intended to be a complete and legally binding settlement agreement.
11. Entire Agreement. This Agreement is the entire agreement between the Parties with regard to the matters addressed in this Agreement. No promise or inducement that is not expressed in this Agreement has been made to Dr. Buckley, and, in executing this Agreement Dr. Buckley does not rely on any statement or representation made by any Releasees. No other promises, agreements, or representations regarding the matter addressed in this Agreement shall be binding unless in writing and signed by the Parties.
12. Governing law. This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts.
13. Duplicate Agreements. This Agreement may be executed in duplicate counterparts, each of which shall be treated as an original.
14. Captions. The captions in this Agreement are inserted for convenience and reference, and in no way define, describe, or limit the scope or intent of this Agreement or any of the provisions thereof.

  
Dr. John Buckley  
Superintendent

  
Sarah Fox  
Chair, Marblehead School Committee

Date: 8/2/23

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