

# Massachusetts Department of Elementary and Secondary Education

75 Pleasant Street, Malden, Massachusetts 02148-4906

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Telephone: (781) 338-8000  
TTY: N.E.T. Relay 1-800-439-2370

July 28, 2015

State Ethics Commission  
One Ashburton Place, Room 619  
Boston, MA 02108

Re: G.L. c. 268A, §6 disclosure

Dear Sir or Madam:

Enclosed please find a Disclosure of Financial Interest form, along with a Determination by State Appointing Authority, pursuant to G.L. c. 268A, §6. Please do not hesitate to contact me if you have any questions.

Sincerely,

*Deborah Steenland*

Deborah Steenland  
Associate General Counsel  
(781) 338-3400

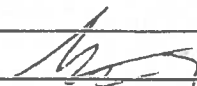
Enc.

cc: Stephen Zrike

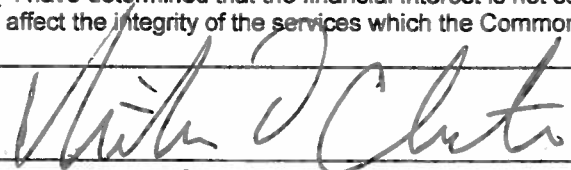
**DISCLOSURE BY NON-ELECTED STATE EMPLOYEE OF FINANCIAL INTEREST  
AND DETERMINATION BY APPOINTING AUTHORITY  
AS REQUIRED BY G. L. c. 268A, § 6**

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STATE ETHICS COMMISSION  
2015 JUL 30 AM 10:48

<b>STATE EMPLOYEE INFORMATION</b>	
Name:	Stephen Zrike
Title or Position:	Receiver, Holyoke Public School District
State Agency:	Department of Elementary and Secondary Education
Agency Address:	75 Pleasant Street Malden, MA 02148
Office Phone:	
Office E-mail:	
	My duties require me to participate in a particular matter, and I may not participate because of a financial interest that I am disclosing here. I request a determination from my appointing authority about how I should proceed.
<b>PARTICULAR MATTER</b>	
Particular matter  E.g., a judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, or finding.	Please describe the particular matter.  See attached Service Contract between the Department of Elementary and Secondary Education and the Holyoke Public School District.
Your required participation in the particular matter:  E.g., approval, disapproval, decision, recommendation, rendering advice, investigation, other.	Please describe the task you are required to perform with respect to the particular matter.  See attached Service Contract between the Department of Elementary and Secondary Education and the Holyoke Public School District.
<b>FINANCIAL INTEREST IN THE PARTICULAR MATTER</b>	
Write an X by all that apply.	<input checked="" type="checkbox"/> I have a financial interest in the matter. <input type="checkbox"/> My immediate family member has a financial interest in the matter. <input type="checkbox"/> My business partner has a financial interest in the matter. <input type="checkbox"/> I am an officer, director, trustee, partner or employee of a business organization, and the business organization has a financial interest in the matter. <input type="checkbox"/> I am negotiating or have made an arrangement concerning future employment with a person or organization, and the person or organization has a financial interest in the matter.
Financial interest in the matter	Please explain the financial interest and include a dollar amount if you know it.  The terms of my employment are set forth in a separate contract. This service agreement addresses the terms on which HPS will reimburse the Department of Elementary and

	Secondary Education for certain receiver-related costs.
Employee signature:	
Date:	7/24/18

**DETERMINATION BY APPOINTING OFFICIAL**

	<b>APPOINTING AUTHORITY INFORMATION</b>
Name of Appointing Authority:	Mitchell D. Chester
Title or Position:	Commissioner
Agency/Department:	Massachusetts Department of Elementary and Secondary Education
Agency Address:	75 Pleasant Street Malden, MA 02148
Office Phone:	
Office E-mail	mchester@doe.mass.edu
	<b>DETERMINATION</b>
Determination by appointing authority:  Write an X by your selection.	<p>As appointing official, as required by G.L. c. 268A, § 6, I have reviewed the particular matter and the financial interest identified above by a state employee.</p> <p><input type="checkbox"/> I am assigning the particular matter to another employee, or</p> <p><input type="checkbox"/> I am assuming responsibility for the particular matter, or</p> <p><input checked="" type="checkbox"/> I have determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the Commonwealth may expect from the employee.</p>
Appointing Authority signature:	
Date:	7-22-15
Comment:	The terms of Mr. Zrike's employment are established by a separate contract. Therefore, Mr. Zrike's interest in signing the attached service contract, which simply requires the Holyoke Public School District to reimburse the Department for receiver-related costs, is not so substantial as be be deemed likely to affect the integrity of his services.

Attach additional pages if necessary.

File copy with:

State Ethics Commission, One Ashburton Place, Room 619, Boston, MA 02108

Service Contract Between  
Massachusetts Department of Elementary and Secondary Education  
and  
Holyoke Public School District

This Agreement is made this 21<sup>st</sup> day of July 2015 between the Commonwealth of Massachusetts Department of Elementary and Secondary Education (the "Department") and the Holyoke Public School District ("HPS").

WHEREAS, pursuant to G.L. c. 69, § 1K, the Board of Elementary and Secondary Education (the "Board") voted on April 28, 2015 to declare HPS to be a chronically underperforming district and directed the Commissioner of Elementary and Secondary Education (the "Commissioner") to take action consistent with law as needed for the benefit of Holyoke students, including appointment of a Receiver for the district; and

WHEREAS, the Receiver will exercise the powers of the superintendent and school committee for the benefit of the district; and

WHEREAS, pursuant to G.L. c. 69, § 1K and 604 CMR 2.06(3), the Commissioner appointed Stephen Zrike as Receiver, effective July 6, 2015.

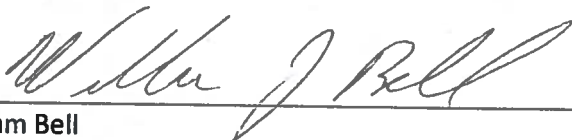
NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. HPS agrees to compensate the Department for the following costs associated with the employment of the Receiver:
  - Salary, including payment for accrued leave, holidays, and FMLA or any other state or federally mandated or provided leave;
  - Actual employer share of medical, dental, and vision insurance;
  - 11.99% of direct salary costs for retirement, terminal leave, unemployment insurance, and universal health insurance assessments;
  - Actual costs associated with workers compensation insurance claims; and
  - Travel expenses incurred by the Receiver in the conduct of his duties, in accordance with the Commonwealth's travel expense reimbursement policies.
2. HPS will:
  - Directly fund or reimburse the Receiver for conference fees and registrations, professional development, and professional fees or dues associated with the Receiver's performance of the duties of the superintendent and school committee; and
  - Provide telephones, computers, and like equipment as needed by the Receiver for the performance of the duties of the superintendent and school committee.
3. Term of Agreement
  - This agreement will cover the term of the Receiver's employment.

4. Payment Terms

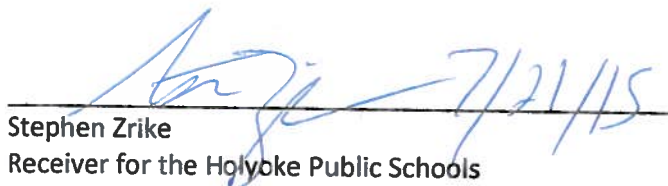
- The Department will provide HPS with an estimate of anticipated costs for the receiver on a fiscal year basis to assist with HPS's budgetary planning purposes.
- The Department will bill HPS on a quarterly basis for costs associated with the employment of the Receiver.
- HPS will reimburse the Department within 45 days of receipt of invoice from the Department.
- Payments will be made via electronic funds transfer (EFT).

For the Massachusetts Department of Elementary and Secondary Education



William Bell  
Associate Commissioner for Administration and Finance

For the Holyoke Public School District



Stephen Zrike  
Receiver for the Holyoke Public Schools