

STOUGHTON PUBLIC SCHOOLS

CONTRACT OF EMPLOYMENT

ADMINISTRATOR of SPECIAL EDUCATION

This Agreement, made as of December 1, 2009, by and between, Marguerite C. Rizzi, Ed.D., Superintendent of Stoughton School Public Schools, hereinafter referred to as the "Superintendent," and **Heather N. Tucker, Administrator of Special Education for the Stoughton Public Schools**, hereinafter referred to as the "Administrator." In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT:** The "Superintendent" hereby employs **Heather N. Tucker** as the Administrator of Special Education for Stoughton Public Schools, and the "Administrator" hereby accepts employment on the following terms and conditions:
2. **TERM:** The "Administrator" shall be employed for a three-year term, commencing **July 1, 2010** and continuing through **June 30, 2013**. This agreement shall be reopened on July 1, 2011 for the express purpose of contract extension, based on performance. This agreement shall be extended on the same terms and conditions (subject to changes in compensation and benefits) as herein provided for additional periods of twelve (12) months unless the "Superintendent" gives written notice otherwise to the "Administrator" one hundred and twenty (120) days prior to the expiration date of the contract as extended.
3. **COMPENSATION:** The annual salary of the "Administrator" shall be determined by the Stoughton School Committee, as recommended by the "Superintendent" and shall be paid in twenty-six (26) equal installments.

Annual salary: July 1, 2011 through June 30, 2012	\$102,400
Annual stipend for Jones Elementary School Principal	4,000
Annual stipend for administering the ARRA/ IDEA Grants	1,600

4. **TERMINATION OF CONTRACT BY THE ADMINISTRATOR:**

In the event that the "Administrator" desires to terminate this contract before the term of the contract shall have expired, she may do so by giving a ninety (90) day notice of her intention to the Superintendent. Said notice shall be sent by registered mail, return receipt requested, to the "Superintendent." Notwithstanding the above the "Administrator" may request and the "Superintendent" may consider termination of this contract at a mutually agreed-upon time. Upon receipt of such termination notice, the "Administrator's" vacation days will be pro-rated according to the actual date of her resignation.

5. **TERMINATION OF CONTRACT BY THE SUPERINTENDENT:**

The "Superintendent" may terminate this contract during its term for inefficiency, incapacity, conduct unbecoming an "Administrator," insubordination or other just cause.

6. **DUTIES:**

The "Administrator" shall perform faithfully, diligently and competently the duties and responsibilities of "Administrator," as assigned by the "Superintendent." She shall fulfill the other general laws and regulations of the Commonwealth and all the policies and procedures of the "Committee;" and shall perform such duties at such time and places in such manner as the "Superintendent" may, from time to time, direct, and shall meet such requirements as are established by the "Superintendent" from time to time.

The "Administrator" may accept speaking, writing, lecturing or other engagements of professional nature, as well as attend professional meetings as she sees fit, provided they do not derogate from her duties as "Administrator."

7. **CERTIFICATE:**

The "Administrator" shall furnish appropriate certification qualifying her to act as an "Administrator" as required by Massachusetts General Laws, Chapter 71, Section 38G.

8. PROFESSIONAL EXPENSES:

The "Committee" agrees to pay the annual membership fees of the "Administrator" for the following professional associations: ASE (Association of Special Educators). South Shore Special Education Directors Round Table and other organization as negotiated with the "Superintendent."

In the event that the "Administrator" deems a conference, workshop, seminar or professional event as benefiting Stoughton Public Schools, the "Administrator" may request Stoughton Public Schools reimburse her the reasonable expenses for attending.

9. STATE RETIREMENT ASSOCIATION:

The "Administrator" shall be a member of the Massachusetts Teachers Retirement System as required by MA General Laws, Chapter 32, Section 2.

10. FRINGE BENEFITS:

- (a.) **Vacation:** The "Administrator" shall have twenty-five (25) vacation days per year and up to ten (10) days may be carried into the next fiscal year. At least one (1) week prior to taking a vacation, the "Administrator" shall inform the "Superintendent." Upon termination or retirement, the "Administrator" may sell back her unused vacation time at the per diem rate, up to a maximum of six thousand, five hundred dollars (\$6,500).
- (b.) **Tax Sheltered Annuities:** The "Administrator" may participate in various tax shelter annuity programs, which may be available to other professional employees of the Town of Stoughton.
- (c.) **Insurance:** The "Administrator" shall be entitled to health and life insurance of the same terms and conditions as other employees of the Town of Stoughton.
- (d.) **Other Insurance:** The "Administrator" shall be entitled to all other insurance benefits available to professional employees of the Stoughton Public Schools.

(e.) **Sick Leave:** The “Administrator” shall be entitled to an allowance of full salary for twenty (20) days per year for work days missed due to personal illness or injury. Sick leave may be accumulated to a maximum of two hundred forty (240) days. Upon resignation or termination other than retirement, the “Administrator” shall not be reimbursed for unused sick days. Upon retirement, she will be paid up to a maximum of one hundred and forty (140) sick days, at 50% of the per diem rate.

In addition, sick leave may be utilized for absences required for the bedside care of parents, spouse or children.

(f.) **Personal Leave:**

The “Administrator” shall be entitled to five (5) personal days, not to be deducted from the Principal’s accrued sick leave, to be used with the Superintendent’s approval for personal, legal, business, household or family matters which require absence.

(g.) **Bereavement:** The “Administrator” shall be entitled to five (5) consecutive bereavement days. Bereavement days will not be deducted from annual vacation or the cumulative sick leave balance.

(h.) **Holidays:** The “Administrator” shall be entitled to all holidays observed by the Stoughton Public Schools, as available to other professional employees of the Stoughton Public Schools.

(h.) **Mileage Reimbursement:** The “Administrator” shall be entitled to travel allowance in the amount of one-hundred and twenty-five dollars (\$125) per month, paid in twelve (12) equal monthly installments.

11. **PERFORMANCE:**

The “Administrator” shall fulfill all aspects of this Agreement. Any exceptions thereto shall be by mutual agreement between the “Superintendent” and “Administrator” in writing.

12. WARRANTY of CREDENTIALS

The "Administrator" warrants the validity of the credentials and experience proffered to the "Superintendent." Any material misrepresentations therein might constitute grounds for dismissal.

13. EVALUATION:

The Superintendent shall evaluate the "Administrator's" performance annually according to a mutually agreed upon evaluation instrument. The evaluation/ instrument will be based on mutually agreed upon goals. The foregoing paragraph shall not limit the "Administrator" and/or the "Superintendent" from discussing and/or reviewing the "Administrator's" performance at other times.

14. DISCIPLINE:

The "Superintendent" may suspend and/or otherwise discipline the "Administrator" for just cause.

15. ENTIRE AGREEMENT:

This contract embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein.

16. INVALIDITY:

If any part of this Agreement is invalid or contrary to law, it shall not affect the remainder of such Agreement, but said remainder shall be binding and effective against all parties.

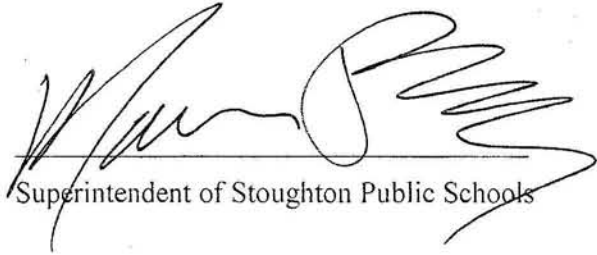
17. INDEMNITY CLAUSE

To the extent allowed under G.L. c.258, Stoughton Public Schools agrees to defend, hold harmless and indemnify the "Administrator" from all demands, claims, suits, actions and legal proceedings brought against the "Administrator" in her individual capacity, or her official capacity as agent and employee of the district provided the incident arose while the "Administrator" was acting within the scope of her employment and excluding criminal litigation and as such liability coverage is within the authority of the "Superintendent." Except that, in no case, will individual School Committee members be considered personally liable for indemnifying the "Administrator" against such demands, claims, suits or actions.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this **thirty-first day of August** in the year **2011**.



Administrator of Special Education



Superintendent of Stoughton Public Schools



STOUGHTON PUBLIC SCHOOLS

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MARGUERITE C. RIZZI, Ed. D.

SUPERINTENDENT OF SCHOOLS

August 7, 2012

Dr. Erdem Ural
659 Pearl Street
Stoughton, MA 02072

Public Records Request:

17 copies at .20 per copy	\$3.40
1 hour Secretary	<u>\$28.85</u>
	\$32.25