

ADDENDUM TO

Contract of Employment
Stoughton Public Schools
Superintendent of Schools
Marguerite C. Rizzi, Ed.D.

The Stoughton School Committee ("School Committee") and Marguerite C. Rizzi, Ed.D. ("Superintendent") agree to amend and extend their current employment contract covering the period July 1, 20 through June 30, 2012 as follows:

Section 2. Term: The term of the employment contract will be extended by four years, bringing the expiration date of the contract to June 30, 2016. All other provisions of Section 2 will continue in full force and effect.

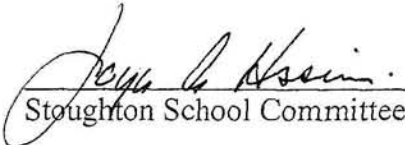
Section 3. Compensation: Subsection (a) will be replaced with the following:

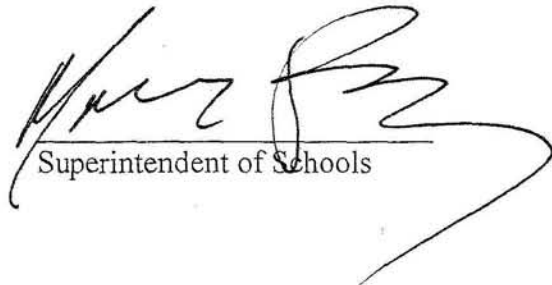
FY 13	\$168,500
FY 14	plus 2.5%
FY 15	plus 2.5%
FY16	plus 2.5%

The parties agree to review salary and benefits over the duration of this contract extension.

All other terms of the existing contract will continue over the term of the contract.

In Witness Whereof, the parties have hereunto signed and sealed this Addendum this 8th day of November in the year 2011.


Stoughton School Committee


Superintendent of Schools

**CONTRACT OF EMPLOYMENT
STOUGHTON PUBLIC SCHOOLS**

**SUPERINTENDENT
STOUGHTON PUBLIC SCHOOLS**

This Agreement is made as of July 1, 2009 by and between the Stoughton Public Schools, hereinafter referred to as "Stoughton" and **Marguerite C. Rizzi, Ed.D.**, hereinafter referred to as "the Superintendent of Schools". In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. EMPLOYMENT:

Stoughton hereby employs **Marguerite C. Rizzi, Ed.D.** as the Superintendent of Stoughton Public Schools, and the Superintendent hereby accepts employment on the following terms and conditions.

2. TERM:

The Superintendent shall be employed for a three (3) year term commencing July 1, 2009 and continuing through June 30, 2012. 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 or the School Committee gives written notice otherwise to the Superintendent one hundred and twenty (120) days prior to the expiration date of the contract as extended.

3. COMPENSATION:

The salary of the Superintendent shall be:

July 1, 2009 through June 30, 2010 – \$140,000 per annum

- a) The School Committee shall grant the Superintendent increases of a minimum of 2% on July 1 of each subsequent year of the contract.
- b) The Superintendent's annual salary shall be paid in twenty-six (26) equal installments between July 1st and June 30th of each year.
- c) Additional merit increases, beyond the minimum increases set forth above, may be provided for services rendered in a satisfactory or better manner if so reflected in the Superintendent's overall performance evaluation. If so, these performance-based salary increases shall be incorporated into the Superintendent's base salary.

4. **TERMINATION OF CONTRACT BY THE SUPERINTENDENT**

In the event that the Superintendent 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 School Committee. Said notice shall be sent by registered mail, return receipt requested, to the residence of the Chair of the School Committee.

Notwithstanding the above, the Superintendent may request and the School Committee may consider termination of this contract at a mutually agreed upon time. Upon receipt of such termination notice, the Superintendent's vacation days will be pro-rated according to the actual date of her resignation.

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

The School Committee, may terminate this contract during its term for inefficiency, incapacity, conduct unbecoming a Superintendent of Schools, insubordination or other just cause.

6. **DUTIES:**

The Superintendent shall perform faithfully, diligently and competently the duties and responsibilities of Superintendent as provided by law and School Committee of the Stoughton Public Schools. She shall fulfill 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 Committee may from time to time direct, and shall meet such requirements as are established by the Committee from time to time.

The Superintendent 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 Superintendent.

7. **CERTIFICATE:**

The Superintendent shall furnish appropriate certification qualifying her to act as Superintendent of Schools as required by Massachusetts General Laws, Chapter 71, Section 38G.

8. **PROFESSIONAL EXPENSES:**

The Stoughton Public Schools agrees to pay the annual membership fees of the Superintendent for the following professional associations:

- a) The Massachusetts Association of School Superintendents
- b) American Association of School Administrators

- c) Other membership fees as approved by the committee

In the event that the Superintendent deems a conference, workshop, seminar or professional event as benefiting the school system, the Superintendent may request Stoughton Public Schools reimburse her for the reasonable expenses for attending. The Superintendent shall be entitled to travel allowance of one hundred and fifty dollars (\$150) per school year paid in twelve (12) equal monthly installments.

9. **STATE RETIREMENT ASSOCIATION:**

The Superintendent shall be a member of the Teacher's Retirement System as required by Massachusetts General Laws, Chapter 32, Section 2.

10. **FRINGE BENEFITS:**

- a) **Vacation:** The Superintendent shall have twenty-five (25) vacation days per year. Up to ten (10) days may be carried into the next fiscal year. At least one (1) week prior to taking a vacation, the Superintendent shall inform the Chairperson of her scheduled vacation. Upon termination or retirement, the Superintendent 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 Superintendent may participate in various tax shelter annuity programs which may be available to other professional employees of Stoughton.
- c) **Insurance:** The Superintendent 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 Superintendent shall be entitled to all other insurance benefits available to professional employees of the Stoughton Public Schools
- e) **Sick Leave:** The superintendent 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 Superintendent shall not be reimbursed for unused sick days. Upon retirement she will be paid up to a maximum of one hundred forty (140) sick days, at 50% of the per diem rate. The Superintendent will be allowed to carry over all sick days from her previous employment as Assistant Superintendent.

- f) **Personal:** The Superintendent shall be entitled to five (5) days of leave to be used for personal, legal, business, household or family matters which require absence during a normal work day.
- g) **Bereavement:** The superintendent shall be entitled to five (5) consecutive bereavement days.

11. **PERFORMANCE:**

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

12. **WARRANTY OF CREDENTIALS:**

The Superintendent warrants the validity of the credentials and experience proffered to the School Committee. Any material misrepresentations therein may constitute grounds for dismissal.

13. **EVALUATION:**

The Superintendent will meet with the School Committee to develop an evaluation procedure/instrument. The evaluation/instrument will be mutually agreed upon by the beginning of each contract year by the Superintendent and the School Committee. The School Committee shall evaluate the Superintendent's performance according to the evaluation procedure/instrument referred to above.

The evaluation/instrument will be based on mutually agreed upon goals.

The foregoing paragraph shall not limit the Superintendent and/or the School Committee from discussing and/or reviewing the Superintendent's performance at other times.

14. **DISCIPLINE:**

The School Committee may suspend and/or otherwise discipline the Superintendent for just cause.

15. **ENTIRE AGREEMENT:**

This Agreement 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.

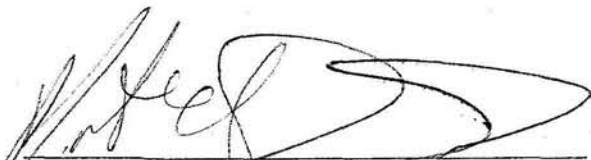
16. **INVALIDITY:**

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 Superintendent from all demands, claims suits, actions and legal proceedings brought against the Superintendent in her individual capacity, of her official capacity as agent and employee of the district provided the incident arose while the Superintendent was acting within the scope of her employment and excluding criminal litigation and as such liability coverage is within the authority of the School Committee. Except that, in no case, will individual school committee members be considered personally liable for indemnifying the Superintendent against such demands, claims suits, or actions.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this twenty-fifth day of November in the year 2008.



Marguerite C. Rizzi, Ed.D.
Superintendent of Schools



Allan W. Mills, Chair
Stoughton School Committee



STOUGHTON PUBLIC SCHOOLS

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m_rizzi@stoughtonschools.org

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