

Regina Williams Tate
Murphy Hesse Toomey & Lehane
300 Crown Colony Dr.
Quincy MA 02169

December 17, 2012

Dear Ms. Tate:

I am in the opinion that you have crossed the conflict of interest line when you advised Stoughton School Superintendent Marguerite Rizzi to get the school committee revise her contract as if there were a typographical error.

You are working as a Lawyer for the Stoughton School Committee, not for the Superintendent. Therefore, in this case, you should have asked the superintendent to get her own lawyer. Instead of advising Rizzi to get her contract revised as if the changes were due to a typographical error, you needed to explain to the school committee full spectrum of options available to it, and provide your recommendation as the school committee attorney. You also needed to protect three school committee members from perjuring themselves.

Background:

Superintendent Rizzi's contract, executed in 2008 states that the Superintendent is entitled to receive \$150 per year from the Town for gas money. Yet, over the years, the Superintendent has been drawing \$150 per month from the Town's treasury. She was not caught because she refused to give her contract to the Town accountant as required by the Town Code. Furthermore, the financial coordinator of the school department who prepared the financial warrants was negligent because she failed to catch the problem.

I recently caught the problem and asked the superintendent to reimburse the Town for the overpayment. Instead of doing so, and reportedly based on your advice, Rizzi added an item on the executive session agenda. On the evening of December 11, 2012, Stoughton School Committee held two separate executive sessions. During and after the second executive session, the Committee quietly fixed superintendent Rizzi's problem, essentially giving her a raise.

During the second executive session on December 11, 2012, Rizzi said the School Committee lawyer, Regina Tate recommended that this problem should be handled as a typographical error, by changing \$150 per year to \$150 per month in the contract.

Then, school committee member Tom Colburn testified that he was the chair when this contract was negotiated, and that he intended to give Rizzi \$150 per month for gas money. (Mr. Colburn's statement was not truthful because the contract was signed by the chair, Allan Mills.)

I objected to the alleged typographical error approach, because changing what the superintendent asking is a substantive change, not a typographical error. I asserted, "a contract is a contract," and pointed out the Article 15 of the contract which states:

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.

I further pointed out that a consideration needs to be given in exchange for a substantive change in the contract. Rizzi refused to negotiate.

A motion, reportedly written by you, was read to fix the alleged typographical errors in the contracts of the Superintendent and the Assistant superintendent. The motion was approved with a vote of three against one.

In my opinion, transaction gave rise to several illegalities:

- 1) The superintendent colluded with certain school committee members and school committee attorney to derive a financial benefit for herself and her assistant.
- 2) The superintendent and the chair led the committee into an executive session for a reason not permitted by the Open Meeting Law. The reason was stated as "The negotiation with non union employee - superintendent." This was clearly not the real reason. Fixing an alleged typographical error does not fit any of the legal reasons permitted by Massachusetts Open Meeting Law. Furthermore, the contract of the assistant superintendent was not mentioned as the purpose for the executive session but was discussed in the executive session.
- 3) School committee member Mr. Tom Colburn perjured himself by asserting that he negotiated the Superintendent's contract. Several days after the meeting, he made a statement to the press claiming he actually negotiated Rizzi's earlier contract when she was hired as the assistant superintendent.
- 4) Ms. Joyce Hussein, a member who was not on the School Committee when the contract was negotiated in 2008, voted to affirm that the revision the Superintendent wanted was indeed a typo. Since she was not on the board when the contract was negotiated, Ms. Hussein could not have known the truth, and she should have abstained.
- 5) Ms. Deborah Sovinee, a member who was not on the School Committee when the contract was negotiated in 2008, voted to affirm that the revision the Superintendent wanted was indeed a typo. Since she was not on the board when the contract was negotiated, Ms. Sovinee could not have known the truth, and she should have abstained.
- 6) You, as the School Committee lawyer, violated one of the Massachusetts rules of professional conduct, i.e. conflict of interest. You led the school committee believe that you were the lawyer for the school committee. You failed to inform the school committee about all the options available to it. Instead, you aided the collusion to cover up for the Superintendent's misconduct.

Please do not hesitate to contact me if you have any questions or comments regarding my concerns above.

Sincerely Yours,

Dr. Erdem A. Ural
Member, Stoughton School Committee