



NAHANT PUBLIC SCHOOLS

290 Castle Road

Nahant, Massachusetts 01908

Phone: 781-581-1600 Fax: 781-581-0440

Anthony Pierantozzi, Superintendent
tpierantozzi@johnsonschool.org

Debbie Connell, Director of Special Education
dconnell@johnsonschool.org

Kevin Andrews, Principal
kandrews@johnsonschool.org

EMPLOYMENT AGREEMENT
BETWEEN
[REDACTED] AND
THE NAHANT PUBLIC SCHOOL DISTRICT
FOR THE POSITION OF
DIRECTOR OF SPECIAL EDUCATION

[REDACTED] a and the Nahant Public School District (“School District”), acting by and through its Superintendent of Schools (“Superintendent”), [REDACTED] enter into this Agreement of Employment for the position of Director of Special Education.

In consideration of the promises contained herein, the parties mutually agree as follows:

1. **Employment:** The Superintendent hereby appoints [REDACTED] as Director of Special Education, effective July 1, 2021, and [REDACTED] (hereinafter sometimes referred to as the “Director”) hereby accepts such employment on the following terms and conditions.
2. **Term of Employment:** The term of this Agreement shall commence on July 1, 2021 and shall expire on June 30, 2022 consistent with the provisions of Massachusetts General Laws.
3. **Duties:**
 - 3.1 In accordance Massachusetts General Laws and School District policies, the Director shall serve as the educational administrator and manager of the special education program; shall be responsible for the efficient and effective operation of such program, subject to the supervision and direction of the Superintendent; and shall perform such other duties as are outlined in the job description that is attached hereto and incorporated herein or are assigned by the Superintendent.



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- 3.2 If the Superintendent intends to make a significant long-term or permanent change in either the scope or nature of the Director's duties (e.g., the addition of the duties of another position), the parties shall discuss such change in duties and what, if any, changes in the Director's compensation should be made.
4. **Work Year:** The work year shall consist of fifty-five (55) work days during the period commencing July 1, 2021 and such other days as the Superintendent may schedule or the job otherwise may require with the approval of the Superintendent.
5. **Work Day:** The regular work day shall consist of approximately eight (8) hours, which shall include the hours of the normal school day and such other times as the Superintendent may schedule. The Director of Special Education shall be expected to perform, without additional compensation, the duties of the job as may be required in the evening or otherwise outside of the regular work day.
6. **Compensation:**
 - 6.1 The Director of Special Education's daily salary for the work year ending June 30, 2022 is \$455.00 per day.
 - 6.2 The Director's salary shall be ratably earned and paid in equal installments in accordance with the policy of the School Committee governing payments to other professional staff members in the School District.
7. **Reimbursement for Expenses:** Subject to prior written approval by the Superintendent and the School District's normal policies and practices regarding reimbursement and verification of expenses, the School District shall reimburse the Director for expenses reasonably incurred in the performance of the Director's duties under this Agreement, including by way of example, the costs of transportation and attendance at appropriate local and state meetings and membership in professional associations.



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8. **Educator License:** The Director of Special Education shall furnish and maintain throughout the term of this Agreement, and any extension thereto, a valid and appropriate educator's license qualifying her for the position in which she is serving, as required by the Massachusetts Department of Elementary and Secondary Education.
9. **Warranty of Credentials:** The Director of Special Education warrants the validity of the credentials and experience proffered to the School District, and understands and agrees that a material misrepresentation therein shall constitute grounds for dismissal.
10. **Evaluation:** The Director of Special Education shall be evaluated by the Superintendent on an annual basis. The Director and the Superintendent shall meet to discuss this evaluation, and the Director shall have the right to prepare a response to the evaluation report, which response shall be placed in the Director's personnel file and maintained with the evaluation report.
11. **Termination of Agreement:**
 - 11.1 **Termination by the Director of Special Education:** In the event that the Director wishes to terminate this Agreement before the term of service has expired, the Director shall give the Superintendent at least ninety (90) days' notice of his/her intention to do so.
 - 11.2 **Dismissal, Demotion or Suspension:** The Superintendent may suspend, demote and/or dismiss the Director, in accordance with Massachusetts General Laws.
 - 11.3 **Layoff:** Nothing in this Agreement shall bar the School Committee or the Superintendent from implementing a layoff based upon a reduction in force resulting from declining enrollment or budgetary reasons or from a bona fide reorganization.



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12. **Entire Agreement:** This Agreement sets forth the entire agreement between the parties and supersedes any other agreements between them concerning the subject of the Agreement. The parties acknowledge that neither of them has been influenced to enter into this Agreement by, or has relied on, any representations not set forth in this Agreement or in any written employment application submitted by the Director for the position of Director of Special Education. This Agreement may not be changed except in writing, executed by the Director of Special Education and the Superintendent.
13. **Governing Law and Separability of Provisions:** This validity and interpretation of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts. If a court of competent jurisdiction deems any provision of this Agreement, or any application of this Agreement to the Director of Special Education, to be contrary to law, then such provision or application shall not be deemed to be valid, except to the extent permitted by law, but all other provisions and applications of this Agreement shall continue in full force and effect.

[Redacted Signature]
[Redacted Name]
Date: 5/11/2021

[Redacted Signature]
[Redacted Name]
By: Superintendent, [Redacted Name]
Date: 5-11-2021