

## CONTRACT OF SPECIAL EDUCATION DIRECTOR

THIS AGREEMENT, made as of June 18, 2019 by and between the LEE PUBLIC SCHOOLS, hereinafter referred to as LEE PUBLIC SCHOOLS, and JENNIFER L. NORTON, hereinafter referred to as the SPECIAL EDUCATION DIRECTOR.

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

1. **EMPLOYMENT:** LEE PUBLIC SCHOOLS hereby employs JENNIFER L. NORTON as SPECIAL EDUCATION DIRECTOR within the public school of LEE and the SPECIAL EDUCATION DIRECTOR hereby accepts employment on the following terms and conditions.
2. **ASSIGNMENT:** At the inception of this Agreement, the SPECIAL EDUCATION DIRECTOR is hereby assigned to the OFFICE OF THE SPECIAL EDUCATION DIRECTOR
3. **TERM:** The length of the contract will be from July 01, 2019 through June 30, 2022.
4. **COMPENSATION:** The SPECIAL EDUCATION DIRECTOR shall be paid a salary of:
 

July 1, 2019 – June 30, 2020	\$94,310
July 1, 2020 – June 30, 2021	\$95,960
July 1, 2021 – June 30, 2022	\$97,639

Additional stipend of \$5000 will be paid to the SPECIAL EDUCATION DIRECTOR for grant administration. This stipend will be reviewed annually and is subject to receipt of assigned grants.
5. **CONDITIONS OF EMPLOYMENT:** The SPECIAL EDUCATION DIRECTOR shall be eligible to receive benefits and shall be subject to other conditions of employment as set forth in the following:

a. **SICK LEAVE:**

The SPECIAL EDUCATION DIRECTOR will be allowed up to fifteen (15) days sick leave per year with full pay to be used in the event of the SPECIAL EDUCATION's illness or injury; these days to be cumulative, if not used, to a maximum of 224 days.

To be entitled to pay for sick leave of four (4) or more successive school days, the SPECIAL EDUCATION DIRECTOR shall submit a written statement from a physician affirming that ill health or disability makes absence necessary.

With the approval of the Superintendent, the SPECIAL EDUCATION DIRECTOR may be granted additional days off without pay.

The SPECIAL EDUCATION DIRECTOR may use accrued sick leave when his/her spouse, parent, child, or other member of the immediate family is seriously ill, and he/she must be absent to care for the individual.

*\*Immediate family is defined here as mother, father, spouse, child or member of the employee's household.*

b. **VACATION TIME:**

The SPECIAL EDUCATION DIRECTOR is entitled to twenty-five (25) vacation days each year. These days will be taken with the approval of the Superintendent when classes are not in session (exception may be granted by the Superintendent).

Eight (8) days of unused vacation time to be rolled into sick days each year.

In the event the SPECIAL EDUCATION DIRECTOR leaves employment for any reason (e.g., resignation, termination, etc.), the SPECIAL EDUCATION DIRECTOR shall be entitled to a prorated amount of unused vacation time. For example, if the SPECIAL EDUCATION DIRECTOR left employment half way through the contract year and had not used any vacation days, the SPECIAL EDUCATION DIRECTOR would receive compensation for twelve and one-half (12.5) vacation days.

c. **MEDICAL INSURANCE:**

The SPECIAL EDUCATION DIRECTOR is considered eligible for the type of health and accident insurance coverage provided by the Town of Lee under General Laws, Chapter 32B and will share the premium expense for such

coverage at the same rate as other town employees. The Plan design of the insurance may be changed by the Town of Lee as permitted by State Law.

d. **LIFE INSURANCE:**

The SPECIAL EDUCATION DIRECTOR is entitled to receive term life insurance in the amount of \$10,000 at a rate similar to that of all Town Employees, which is subject to change during the life of this contract.

e. **PERSONAL DAYS:**

The SPECIAL EDUCATION DIRECTOR is entitled to three (3) non-cumulative personal days.

Requests for such leave must be in writing to the Superintendent as early as possible, but not less than twenty-four (24) hours before such absence occurs except in emergencies. Said requests will state the general nature of the need for such leave, i.e.: medical, legal, bereavement, etc. No personal leave will be granted for the sole purpose of extending a holiday or vacation period, nor shall personal leave be taken during the first or last five (5) days of the school year unless the advance approval of the Superintendent is obtained. The decision of the Superintendent shall be final and shall not be subject to review.

f. **HOLIDAYS:**

The SPECIAL EDUCATION DIRECTOR will be entitled to the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving & the day after
Memorial Day	Christmas Eve
Independence Day	Christmas Day

g. **ANNUITY:**

The SPECIAL EDUCATION DIRECTOR will receive an annual annuity payment of \$2,500 beginning on July 01, 2019.

h. **BEREAVEMENT:**

The SPECIAL EDUCATION DIRECTOR will be paid for up to five (5) consecutive work days for a death in the family:

- Mother, Father, Sister, Brother, Spouse, Child, Grandchild, Mother-in-

Law, Father-in-Law, a member of the SPECIAL EDUCATION DIRECTOR's household.

Such days are to begin with either the day of death or day of the funeral at the SPECIAL EDUCATION DIRECTOR's discretion.

The SPECIAL EDUCATION DIRECTOR will be paid for up to three (3) consecutive work days for a death in the family:

- Grandparent, Grandparent-in-Law, Son-in-Law, Daughter-in-Law, Sister-in-Law, Brother-in-Law.

Such days are to begin with either the day of death or day of the funeral at the SPECIAL EDUCATION DIRECTOR's discretion.

The SPECIAL EDUCATION DIRECTOR will be paid for one (1) day for the death or a death in the family:

- Uncle, Aunt, Niece, or Nephew.

Such day is to begin with either the day of death or day of the funeral at the SPECIAL EDUCATION DIRECTOR's discretion.

**i. COURT SERVICE:**

During absence for jury duty or subpoena witness service, regular pay will continue which will be an amount coupled with the compensation paid by the court not to exceed regular salary for the period of absence. This does not apply if the employee is a defendant in such proceedings.

**i. STATUTORY LEAVE:**

The SPECIAL EDUCATION will be granted leave pursuant to the Family and Medical Leave Act, Small Necessities Leave Act, Domestic Violence Leave Act, and/or the Massachusetts Parental Leave Act if eligible pursuant to the provisions of said laws.

6. **PROFESSIONAL DEVELOPMENT:** The SPECIAL EDUCATION DIRECTOR will be entitled to a reimbursement for up to \$1,000 for attending a conference or Professional Development expense that is approved in advance by the Superintendent.
7. **PROFESSIONAL CONFERENCE:** The SPECIAL EDUCATION DIRECTOR will be entitled to a reimbursement for up to \$1,000 for attending a conference or Professional Development expense that is approved in advance by the Superintendent.

On occasion it may be necessary for the SPECIAL EDUCATION DIRECTOR to participate in professional development activities outside of the system and off-hours as directed by the Superintendent. If the costs exceed the \$1,000 limit above, the SPECIAL EDUCATION DIRECTOR shall be refunded fees, mileage, and expenses incurred in attending such training.

8. **DUTIES AND RESPONSIBILITIES:** The SPECIAL EDUCATION DIRECTOR shall be the educational leader and manager of the Special Education Department and its employees, subject to the supervision and direction of the Superintendent. The SPECIAL EDUCATION DIRECTOR shall be responsible, consistent with the Committee's personnel policies and budgetary restrictions and subject to the approval of the Superintendent, for hiring all special education teachers, instructional or administrative paraprofessionals, and other personnel assigned to the department, and for terminating all such personnel, subject to review and prior approval by the Superintendent and subject to the provisions of M.G.L., Chapter 71 as amended by the Educational Reform Act of 1993. The Superintendent shall also have final authority as to the assignments and transfers of the above listed staff from school to school. The SPECIAL EDUCATION DIRECTOR recognizes that the SPECIAL EDUCATION DIRECTOR's responsibilities and conduct are not determined by prescribed hours and conditions and will perform the directed and implied duties of the SPECIAL EDUCATION DIRECTOR's position as determined by the Superintendent of Schools and will expend the time and effort necessary to effectively achieve the goals and purposes of the Lee Public Schools.

The SPECIAL EDUCATION DIRECTOR shall meet all standards and indicators as outlined in the MA ESE school level administrator standards and rubrics including: Instructional Leadership, Management and Operations, Family and Community Engagement, and Professional Culture.

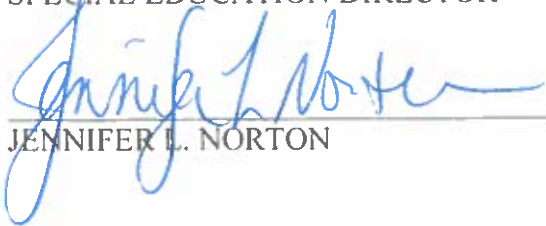
The SPECIAL EDUCATION DIRECTOR shall also supervise and coordinate the district's English Language Learner program, Title III, Homeless services, Foster students, the Integrated Pre-Kindergarten program, outside counseling, outside special education placement, compliance trainings (such as restraint), summer programming and all other duties as assigned by the Superintendent.

9. **ANNUAL WORK SCHEDULE:** The work year of the SPECIAL EDUCATION DIRECTOR shall consist of a twelve-month year.
10. **PERFORMANCE:** The SPECIAL EDUCATION DIRECTOR shall fulfill all aspects of this contract. Any exception hereto shall be by mutual agreement between the SPECIAL EDUCATION DIRECTOR and the Superintendent of Schools in writing.

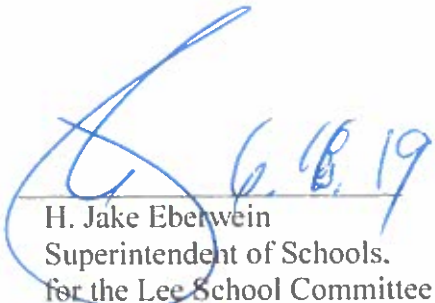
11. **EVALUATION:** The SPECIAL EDUCATION DIRECTOR shall submit preliminary outline of written goals and objectives to the Superintendent within a month after beginning employment. Evaluation shall be based upon the Massachusetts Educator Evaluation System, reflecting a timeline developed in concert with the Superintendent.
12. **TERMINATION, DEMOTION AND SUSPENSIONS:** Provisions contained in the Massachusetts General Law, Chapter 71, Sections 41 and 42D will be applicable, if necessary.
13. **ENTIRE AGREEMENT:** This contract embodies the whole AGREEMENT between the TOWN OF LEE SCHOOL DEPARTMENT and the SPECIAL EDUCATION DIRECTOR and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract may not be changed except by writing, by the party against whom enforcement thereof is sought.
14. **SEVERABILITY:** It is understood and agreed by the parties that if any part, term or provision of this AGREEMENT is held by the courts to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provisions held to be valid.
15. **INDEMNITY:** The SPECIAL EDUCATION DIRECTOR is indemnified according to MA General Laws, Section 9.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this AGREEMENT and a duplicate thereof this 18th day of June, 2019.

SPECIAL EDUCATION DIRECTOR

  
JENNIFER L. NORTON

By:

  
H. Jake Eberwein  
Superintendent of Schools.  
for the Lee School Committee