

**Bourne Public Schools
Bourne, MA**

CONTRACT OF EMPLOYMENT

**Bourne High School
Principal**

This employment contract is entered into this 9th day of January 2019 by and between the Bourne School District, hereinafter referred to as the "District" and Amy Cetner, hereinafter referred to as "Ms. Cetner".

In consideration of the promises herein contained, the parties hereto mutually agree to the following terms and conditions:

EMPLOYMENT

The District hereby employs, in accordance with its statutory authority as set forth in Chapter 71 of the Massachusetts General Law (M.G.L.), Ms. Cetner as Principal of the Bourne High School and Ms. Cetner accepts the appointment under the terms and conditions of employment as set forth herein.

LICENSURE

Ms. Cetner shall furnish and maintain throughout the term of this contract a valid and appropriate license qualifying her to act as Principal in the Town of Bourne in the Commonwealth as required by M.G.L., Chapter 71, Section 38G.

TERM

The term of this agreement shall be for the period July 1, 2019 through and including June 30, 2024.

DUTIES AND FUNCTIONS

Ms. Cetner shall perform faithfully; to the best of her ability, the duties and functions of Principal as set forth in the job description adopted by the Committee and as it may be amended from time to time during the term of this contract. Such job description, as amended, is hereby incorporated into this contract by reference as it is fully restated herein.

Ms. Cetner shall perform all of the duties and functions as defined in the laws of the Commonwealth of Massachusetts, Chapter 71, Section 59B, and such other related duties and functions as may be assigned by the Superintendent.

Ms. Cetner shall strictly adhere to all rules, regulations, customs, and policies of the Town of Bourne and the Bourne Public Schools, which are currently in effect, and which may be established hereafter with respect to the conduct of the employees.

OTHER ACTIVITIES AND PROFESSIONAL DUES

Ms. Cetner may accept speaking, writing, lecturing, or other engagements of professional nature, provided they do not derogate from her duties as Principal of the Bourne High School and she has received prior approval of the Superintendent.

PERFORMANCE

Ms. Cetner shall satisfactorily fulfill all aspects of this contract. Any exception hereto shall be by mutual agreement, in writing, between Ms. Cetner and the Superintendent of Schools.

PERFORMANCE ASSESSMENT

Ms. Cetner shall be evaluated based on Standards adopted by the Board of Education and the related rubrics developed by the Department of Elementary and Secondary Education (DESE). The evaluation will be conducted in accordance with the "Massachusetts Model System for Educator Evaluation" as published by DESE in January 2012. The Evaluation will be completed not later than June 15 in each year of this Contract

COMPENSATION

Salary. The Committee shall pay Ms. Cetner an annual salary in accordance with the following schedule, to be paid in fifty-two (52) consecutive equal weekly installments in accordance with Committee policy.

Effective July 1, 2019	\$125,484
Effective July 1, 2020	\$127,994
Effective July 1, 2021	\$130,554
Effective July 1, 2022	\$130,554*
Effective July 1, 2023	\$130,554*

*COLA TBD

Longevity. Ms. Cetner shall be paid, in addition to her salary, an annual longevity increment the amount of which shall be in accordance with longevity payment schedule (after 10 years of service \$550; after 15 years of service \$850; after 20 years of service \$1050; after 25 years of service \$2,000) provided that such years of service be completed by December 1 of the school year in which such length of service is attained. For the purposes of this provision, length of service shall be interpreted to mean length of continuous service in the Bourne Public Schools.

Ms. Cetner upon providing the Superintendent with a reasonable notice to retire, usually one year, will be eligible to receive a \$500 a year longevity payment for each year of employment in the Bourne School System, capped at \$5,000.

The Bourne High School Principal shall be a member of the Teachers Retirement System as required by M.G.L., Chapter 32, Section 2.

REIMBURSEMENTS

Mileage. If Ms. Cetner uses her own motor vehicle on school business she shall be reimbursed for such use at the rate per mile then being paid by the Town of Bourne upon submission of vouchers.

Professional Development. The Committee will pay the expenses (including fees, meals, lodging, and transportation) incurred by Ms. Cetner when attending workshops, seminars, conferences, or other professional improvement sessions which will enhance her performance as a Principal.

Tuition. In the five-year period in which Ms. Cetner has to renew her license, the Committee will reimburse Ms. Cetner full tuition cost of not more than six (6) graduate credits. Written approval must be obtained from the Superintendent or designee prior to taking a course for which tuition reimbursement will be granted. A copy of the bursar's receipt must be included in the application for tuition reimbursement. The maximum payment to Ms. Cetner shall not exceed a figure equal to the highest per credit tuition cost a Massachusetts State University for the aforementioned credits.

WORK YEAR AND WORK HOURS

Ms. Cetner shall attend School Committee meetings, appropriate subcommittee meetings, and other meetings where the business to be considered relates to her area of responsibility unless she has received prior permission of the Superintendent to be excused from the meeting.

Ms. Cetner recognizes that her responsibilities and conduct is not determined by prescribed hours and conditions and will perform the directed and implied duties of her 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 Bourne Public Schools.

Ms. Cetner shall receive six (6) weeks annual vacation, not normally taken at a time when school is in session. Vacation time shall not be taken during the two weeks prior to the end of summer school vacation or during the two weeks following the close of the school year. Ms. Cetner's vacation time may be scheduled during the two weeks following the close of school and two weeks prior to the opening of school with the Superintendent's approval. Unused annual vacation time will expire July 1 of each contractual year with the exception of "up to" ten (10) days which will be paid out at the per diem rate in the subsequent contractual year or at the termination of said contract.

Holidays

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| 1) 4 th of July | 10) The day before New Year's Day
provided it is a regularly scheduled
work day |
| 2) Labor Day | 11) New Year's Day |
| 3) The Monday on which Columbus
Day is celebrated in Massachusetts | 12) The Monday on which Martin Luther
King's birthday is celebrated in
Massachusetts President's Day |
| 4) Veterans' Day | 13) Patriots' Day |
| 5) The day before Thanksgiving | 14) The Monday on which Memorial
Day is celebrated. |
| 6) Thanksgiving day | |
| 7) The day after Thanksgiving Day | |
| 8) The day before Christmas provided it
is a regularly scheduled work day | |
| 9) Christmas Day | |

LEAVES

Sick Leave. Ms. Cetner shall accumulate two (2.0) days of sick leave for each month of service. Such authorized leave shall accumulate during the year at the rate of two (2.0) days for each calendar month of unbroken active service within the Bourne School System. "Unbroken" as used herein means continuous service bridged by leave of absence and not broken by termination.

Such leave not used in a particular year shall be accumulated to two hundred twenty (220) days.

Discretion will be allowed by the Superintendent to require medical evidence of any absence after three (3) consecutive days of absence.

Bereavement Leave. Up to five (5) consecutive working days attendant to the death and/or memorial service shall be allowed in each death: e.g. wife, husband, domestic partner, and your or her/his son, daughter, mother, father, sister, brother, grandchild; in addition, the death of grandparents of persons of the immediate household. Additional bereavement days may be granted by the Superintendent. Said additional bereavement days shall be deducted from sick leave.

Bereavement days may be granted by the Superintendent on the occasion of the death of a person not mentioned in the above paragraph. Said bereavement days shall be deducted from the sick leave.

Personal Leave. Up to three (3) days will be allowed off annually for emergency personal business at the discretion of the Superintendent. These days shall be non-accruable.

Written notice of intention to take such leave shall be filed with the Superintendent not less than five (5) days in advance. Where such notice is either a hardship or impossibility, or when personal leave is required under emergency conditions, notice to the Superintendent shall be given as soon as possible.

Worker's Compensation. Ms. Cetner shall be covered by the provisions of the Massachusetts Worker's Compensation law.

Jury Duty Leave. If Ms. Cetner is required to serve on jury duty she shall be paid by the Committee the difference between her salary and the compensation she receives for such jury duty, exclusive of any travel of other allowance.

TERMINATION, DEMOTION AND SUSPENSIONS

- a) In the event that Ms. Cetner desires to terminate her contract before the term of service has expired, she may do so with at least ninety (90) days written notice of intent to the Superintendent and the Superintendent accepts said resignation.
- b) The Superintendent may dismiss, demote or suspend Ms. Cetner for good cause and in accordance with the procedures contained in M.G.L., chapter 71, section 41 and 42D if Ms. Cetner is eligible to elect such procedures by virtue of service of three (3) or more full consecutive years.
- c) As used herein, "good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the operation of the school system. No Arbitrator may apply a definition of the words "good cause" other than the definition appearing immediately above and arbitral review shall be limited to the question of whether such grounds were put forth in good faith.

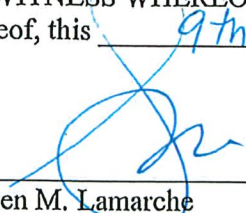
ENTIRE AGREEMENT

This contract embodies the whole agreement between the Town of Bourne School Department and the Principal of the Bourne High School 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 in writing by the party against whom enforcement thereof is sought.

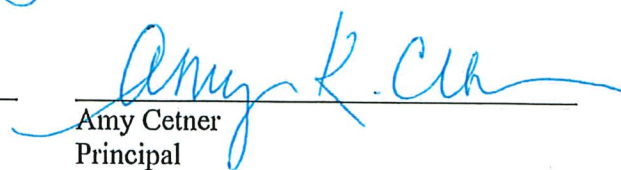
SEVERABILITY

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 provision held to be invalid.

IN WITNESS WHEREOF, the parties hereunto signed and sealed this agreement and duplicate thereof, this 9th day of January 2019.



Steven M. Lamarche
Superintendent



Amy Cetner
Principal

