

**SOUTHERN BERKSHIRE REGIONAL SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT FOR ELEMENTARY SCHOOL PRINCIPAL**

THIS AGREEMENT is made this 25 day of August, 2016 by and between the Southern Berkshire Regional School District (hereinafter, the “**DISTRICT**”), acting by and through its Superintendent of Schools, David Hastings, who acts hereunder in his official capacity only and without any personal liability to himself, and Mary G. Turo, of Dalton, Massachusetts, (hereinafter, “**MS. TURO**” or the “**PRINCIPAL**”).

WHEREAS, the **DISTRICT** is authorized by Massachusetts General Laws Chapter 71, §41 to enter into an employment contract with its School Principal concerning the terms and conditions of employment; and,

WHEREAS, the **DISTRICT** desires to employ the services of **MS. TURO** as the **PRINCIPAL** of its Elementary Schools; and

WHEREAS, it is the desire of the **DISTRICT** to describe and define the job duties and job responsibilities of the **PRINCIPAL**, fix her salary, and provide for benefits and working conditions; and,

WHEREAS, **MS. TURO** represents that she is qualified and capable of performing the duties and responsibilities of said position;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the **DISTRICT** and **MS. TURO** agree as follows:

1. **EMPLOYMENT**: The **DISTRICT** hereby agrees to employ **MS. TURO** as **PRINCIPAL** of the **DISTRICT**'s Elementary Schools and the **PRINCIPAL** hereby accepts employment on the following terms and conditions hereinafter provided.
2. **ASSIGNMENT**: At the inception of this **AGREEMENT**, **MS. TURO** is hereby assigned as the Principal, Pre-K – 6, for the Monterey School, South Egremont School, New Marlborough Central School and Undermountain Elementary School (hereinafter collectively referred to as the **DISTRICT**'S Elementary Schools). The Superintendent of Schools may, following notice to the **PRINCIPAL**, reassign or transfer the **PRINCIPAL** to another Principal's position within the **DISTRICT**.
3. **TERM**: The **PRINCIPAL** shall be employed for the period commencing August 17, 2016 and ending June 30, 2019, unless sooner terminated in accordance with the provisions hereof. For purposes of this **AGREEMENT**, the **PRINCIPAL**'s anniversary date will be July 1 of each year of this **Agreement**.
4. **DUTIES AND RESPONSIBILITIES**: The duties of the **PRINCIPAL** shall be as set forth in the job description of **PRINCIPAL** attached hereto at Addendum B and as may be assigned by the Superintendent of Schools. In partnership and concert with her colleague Principals, the **PRINCIPAL** shall be the educational leader and manager of the **DISTRICT**'S Elementary Schools and shall supervise the operation and management of

these schools and school property, subject to the supervision and direction of the Superintendent. The **PRINCIPAL** shall be responsible, consistent with the Committee's personnel policies and budgetary restrictions and subject to the approval of the Superintendent for hiring all teachers, instructional or administrative aides and other personnel assigned to the **DISTRICT'S** Elementary Schools, 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 Education 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 **PRINCIPAL** shall also, subject to the supervision and direction of the Superintendent, diligently, faithfully and competently perform the duties and responsibilities imposed upon or required of the **PRINCIPAL** under the statutes of the Commonwealth, the regulations of applicable state and federal agencies, the policies of the Southern Berkshire Regional School District School Committee, the directives of the Superintendent and as set forth in the job description of **PRINCIPAL**, or a job description, as amended, at a future date.

The **PRINCIPAL** recognizes that her responsibilities and conduct are 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 Southern Berkshire Regional School District and its schools.

5. WORK YEAR AND HOURS:

- a) The work year of the **PRINCIPAL** shall consist of 240 days with 4 weeks (20 days) vacation. For purposes of determining the **PRINCIPAL'S** per diem rate, her work year is considered to be 260 days. As such, her per diem rate is 1/260th of her annual salary. Information relative to vacation benefits is set forth in Addendum A, attached hereto.
- b) The **PRINCIPAL** shall work the number of hours necessary to perform all the duties and responsibilities of her position. Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job required, the **PRINCIPAL** may have to expend additional time beyond the normal work day and she agrees to do same as is required. Such additional time includes but is not limited to time required to attend evening meetings and school-related functions that occur outside the normal working day. The **PRINCIPAL** shall attend evening, emergency or such other meetings or conferences as requested by the Committee and/or Superintendent, including meetings of Town Boards and Committees. It is acknowledged that the position is that of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

6. **COMPENSATION:**

- a) Effective August 17, 2016, the **PRINCIPAL** shall be paid based upon an annual salary in the amount of Ninety-Five Thousand Dollars (\$95,000.00), pro-rated for less than a full year's (12 months) service. The term "annual" shall refer to the period commencing July 1 and ending June 30.
- b) Effective January 1, 2017, the **PRINCIPAL** shall be paid based upon an annual salary in the amount of Ninety-Five Thousand, Four Hundred Seventy-Five Dollars and No Cents (\$95,475.00).
- c) Effective July 1, 2017, the **PRINCIPAL** shall be paid based upon an annual salary in the amount of Ninety-Nine Thousand, Seven Hundred Seventy-One Dollars and Thirty-Eight Cents (\$99,771.38).
- d) The Superintendent will meet with the **PRINCIPAL**, not later than April 30, 2018, for purposes of reviewing the **PRINCIPAL'S** performance and salary to be effective July 1, 2018. Any adjustment to the **PRINCIPAL'S** salary shall be at the sole discretion of the **DISTRICT** and consistent with the Non-Unit Personnel salary guidelines established by the Committee in January 2014, and as may be amended from time to time. The **DISTRICT** makes no representation that any increase in salary shall be granted during the term of this **AGREEMENT**. However, in no event, will the **PRINCIPAL'S** annual salary be reduced during the term of this **AGREEMENT**, except by mutual agreement of the parties hereto.
- e) The **PRINCIPAL'S** salary is payable in equal installments in accordance with the policy of the **DISTRICT** and subject to such deductions for income taxes, social security (FICA), teachers' retirement and other deductions, as are authorized by the Parties or required by law
- f) The **PRINCIPAL** shall receive reimbursement for expenses incurred in the performance of duties, as per the policies of the Southern Berkshire Regional School **DISTRICT**.

7. **CONDITIONS OF EMPLOYMENT/FRINGE BENEFITS:** The **PRINCIPAL** shall be eligible to receive benefits as set forth in the attached Addendum A, and as may be from time to time modified by the Committee, Superintendent and the General Laws of the Commonwealth.

8. **OTHER ACTIVITIES, PROFESSIONAL DUES AND PROFESSIONAL EDUCATION:**

- a) The **PRINCIPAL** may accept speaking, writing, lecturing or other engagements of a professional nature, provided they do not derogate from her duties as **PRINCIPAL** and the **PRINCIPAL** has received prior approval of the Superintendent;

District

- b) The ~~Committee~~ shall provide funding for payment of dues or membership to professional associations and/or professional education activities, as determined by the **PRINCIPAL**, approved by the Superintendent and within the appropriation levels made by the Committee;
 - c) The **PRINCIPAL** will receive loan of a **DISTRICT** iPad for home use and a **DISTRICT** cell phone with phone service at the expense of the **DISTRICT**. Both the iPad and cellular phone are and will remain **DISTRICT** property and shall be returned to the **DISTRICT** at the **DISTRICT'S** request. Further, the **PRINCIPAL'S** use of these devices and equipment shall be subject to all terms and conditions of the **DISTRICT'S** computer use and internet use policies, including but not limited to School Committee Policy GBEE: Staff Use of District's Computer Network and Internet Services, as amended from time to time;
 - d) The **PRINCIPAL** shall be eligible for tuition reimbursement, as follows: Tuition reimbursement requests must be approved in advance by the Superintendent. The review of the Superintendent will primarily concern the relevance of the proposed course work to the Southern Berkshire assignment of the administrator requesting support. Upon receipt of certified evidence that the administrator has satisfactorily completed an approved course with a grade of PASS or B or better, the **DISTRICT** will refund tuition costs, up to a maximum of \$2,000.00 per fiscal year.
9. **MEDICAL EXAMINATION:** The **PRINCIPAL** may be required to submit to a medical examination, by a medical provider of the Superintendent's choosing, the cost of which shall be borne by the **DISTRICT**, if, in the judgment of the Superintendent, the **PRINCIPAL** appears to be physically or mentally incapacitated and unable to perform her duties.
10. **CERTIFICATION/LICENSE:** The **PRINCIPAL** shall furnish and maintain throughout the term of this **AGREEMENT** a valid and appropriate certificate/license qualifying her to serve as a school **PRINCIPAL**, as required by M.G.L. Chapter 71, Section 38G and any other applicable provision of law or regulation of the Massachusetts Department of Secondary and Elementary Education. The **PRINCIPAL** agrees that maintenance and possession of a valid and appropriate certificate/license is a condition of continued employment. The **PRINCIPAL** agrees to advise the Superintendent immediately in the event that her license is revoked, suspended, or otherwise affected in any way.
11. **PERFORMANCE:**
- a) The **PRINCIPAL** shall fulfill all aspects of this **AGREEMENT**. Any exception hereto shall be by mutual agreement between the **DISTRICT**, acting by and through its Superintendent, and the **PRINCIPAL** in writing and subject to the School Committee's prior approval of applicable policies regarding the same. The Committee is responsible for the interpretation of the community's needs and the

translation and establishment of those needs into educational policy. The **PRINCIPAL** is fully responsible for implementing the policies so established subject to the direction of the Superintendent.

- b) The **PRINCIPAL** must inform the Superintendent of her intended use of vacation or sick time, professional duties requiring out of town travel and/or any circumstances that would result in the **PRINCIPAL'S** absence. In the event of an absence of more than five (5) calendar days, the Superintendent may appoint an Acting Principal. The duration of any acting appointment shall be subject to applicable law and the policies of the School Committee.

12. PERFORMANCE EVALUATION:

- a) The Superintendent shall evaluate the performance of the **PRINCIPAL** annually using the Massachusetts Model System for Evaluation for Administrators, including but not limited to: the DESE Model Contract Language for Administrators and the DESE Rubric for School-Level Administrators. Such evaluation shall be placed in the **PRINCIPAL'S** personnel file.
- b) Nothing contained herein shall limit the Superintendent from discussing and/or reviewing the **PRINCIPAL's** performance at any time during the term of this **AGREEMENT**.
- e) Failure by the Superintendent for any reason to evaluate the **PRINCIPAL** shall not be considered a material breach of this **AGREEMENT**.

13. NOTICE OF NON-RENEWAL OF EMPLOYMENT: Failure of the Superintendent of Schools to notify the **PRINCIPAL** of the non-renewal of this **AGREEMENT** at least sixty (60) days prior to its expiration shall automatically renew the **AGREEMENT** for an additional one (1) year period. If a timely notice of non-renewal is given to the **PRINCIPAL**, this **AGREEMENT** will automatically terminate on June 30, 2019 and the rights, duties and obligations of the Parties hereto shall cease and be determined as of end of business on the aforementioned termination date.

It is expressly understood and agreed that the non-reappointment of the **PRINCIPAL** upon the expiration of this **AGREEMENT**, or any renewal or extension thereof, shall not be considered a dismissal within the meaning of this **AGREEMENT** and that the requirements thereof shall not be applicable in such circumstances.

14. TERMINATION, DEMOTION AND SUSPENSIONS:

- a) In the event that the **PRINCIPAL** desires to terminate this **AGREEMENT** before the term of service shall have expired, she may do so with at least ninety (90) days written notice of intent to the Superintendent of Schools. In such event, a termination date shall be established by the Superintendent to correspond with the end of the academic year. In the event that such notice is given by the

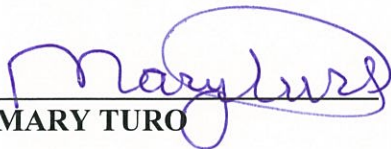
PRINCIPAL, the rights, duties and obligations of the parties hereto shall cease and be determined as of end of business on the aforementioned termination date. The **PRINCIPAL** acknowledges that the termination option referenced herein is exercisable only with a resignation date acceptable to the Superintendent.

- b) As a Principal who has been employed by the **DISTRICT** for less than three (3) consecutive years, the **PRINCIPAL** is not entitled to the “good cause” protections of M.G.L. Chapter 71, Section 41 and may be suspended, demoted or dismissed during the term of this Agreement with or without cause, in accordance with the applicable provisions of M.G.L. Chapter 71, Sections 41 and 42D.
 - c) Nothing contained herein shall affect the right of the Superintendent to choose not to renew this **AGREEMENT**.
 - d) Nothing contained herein shall affect the right of the Superintendent to lay off the **PRINCIPAL** pursuant to a reduction in force or reorganization resulting from declining enrollment or other budgetary reasons.
15. **CRIMINAL BACKGROUND/FINGERPRINT CHECKS:** Prior to the commencement of the contract term, the **PRINCIPAL** shall authorize and the Superintendent shall perform a so-called CORI/SORI check with the Massachusetts Criminal History Systems Board and a state and national fingerprint-based criminal background check pursuant to M.G.L. c. 71, §38R. The **PRINCIPAL** shall remain subject to such CORI and fingerprint criminal background checks throughout the term of this Agreement as may be required by law or School Committee policy. To the extent that the Superintendent becomes aware of any information revealed by the CORI and/or fingerprint criminal background check, which in his sole discretion, renders the **PRINCIPAL** unqualified or otherwise unfit for the position of **PRINCIPAL**, then this **AGREEMENT** will become null and void with no further obligations or recourse to the parties.
16. **WARRANTY OF CREDENTIALS:** The **PRINCIPAL** warrants the validity of the credentials and experience represented to the **DISTRICT** in pursuit of this position and any material misrepresentations made therein may constitute grounds for immediate termination of this **AGREEMENT** and the **PRINCIPAL**’s employment.
17. **STATE ETHICS LAWS:** The **PRINCIPAL** is expected to familiarize herself with all applicable ethics laws of the Commonwealth of Massachusetts and is expected to comply in all respects with such laws during the term of this **AGREEMENT** and in connection with the performance of her job duties and responsibilities.
18. **ENTIRE AGREEMENT:** This **AGREEMENT** embodies the whole agreement between the **DISTRICT** and the **PRINCIPAL**, and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This **AGREEMENT** may not be changed except by a writing by the party against whom enforcement thereof is sought.


19. **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 **AGREEMENT** did not contain the particular part, term, or provisions held to be invalid.
20. **INDEMNIFICATION**: The **DISTRICT** agrees to provide indemnification and legal defense of the **PRINCIPAL** in accordance with Massachusetts General Laws, Chapter 258, to the extent applicable. As a condition of said indemnification and legal defense, the **PRINCIPAL** shall cooperate with the **DISTRICT**, its attorneys and agents in all matters relating to said claim.
21. **SALARY DEDUCTIONS**: This **AGREEMENT** shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts and shall conform to regulations governing deductions from the above-stated compensation with reference to withholding tax and retirement provisions, and any other deductions authorized by the **PRINCIPAL** and agreed upon by the parties or required by law.
22. **LAW GOVERNING**: This **AGREEMENT** shall be construed and governed by the laws of the Commonwealth of Massachusetts.
23. **COUNTERPARTS**: This **AGREEMENT** shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the Parties have hereunto signed and sealed this **AGREEMENT** and a duplicate thereof this 31 day of August in the year 2016.

PRINCIPAL


MARY TURO

FOR THE SOUTHERN BERKSHIRE
REGIONAL SCHOOL DISTRICT


David Hastings
Superintendent of Schools

SOUTHERN BERKSHIRE REGIONAL SCHOOL DISTRICT

SUMMARY OF FRINGE BENEFITS

All benefits shall be pro-rated for less than a full year's (12 months) service.

SICK LEAVE - 15 days per year, granted as of July 1 of each Agreement Year.

PERSONAL LEAVE - 3 days per year for imperative personal business or legal obligations. The second and third day of the two days, if taken, shall be deducted from sick leave.

DEATH AND ILLNESS IN FAMILY - up to 5 days for immediate family; up to 3 days for other family.

VACATION LEAVE – 20 day per year, granted as of July 1 of each Agreement Year. A maximum of five (5) vacation days granted for a particular year may be carried over and used only through August 31st of the following year. The **PRINCIPAL** shall notify the Superintendent of her intentions in this regard on or before June 15 of each year. Otherwise, unused vacation days may not be accumulated from fiscal year to fiscal year, except as otherwise specified above, but will be surrendered and shall have no cash redemption value.

EDUCATION LEAVE – 1 day leave per year shall be granted to permit the **PRINCIPAL** to attend to official and/or mandatory educational matters concerning family members, including special education team meetings, graduations, orientations, registrations or other similar matters as approved in advance by the Superintendent. For purposes of this leave, immediate family is defined as the **PRINCIPAL**'s father, mother, sister, brother, spouse, child or domestic partner, and those held in legal guardianship. For purposes of this leave, "domestic partner" shall be defined as an individual with whom the **PRINCIPAL** shares a common residence, is unmarried and not related to each other by blood that would bar marriage in the Commonwealth of Massachusetts, and share financial arrangements and daily living expenses related to their common welfare.

HEALTH AND DENTAL INSURANCE. The Committee agrees to provide the **PRINCIPAL** with health insurance and dental insurance of the same type offered to other employees of the Committee, and the **PRINCIPAL** shall be expected to make the same contribution towards such insurance coverage as is expected from all other employees of the Committee.

GROUP LIFE INSURANCE - \$5,000; the **DISTRICT** pays 80% of cost for employee

OTHER INSURANCE - the **DISTRICT** carries:

- Workmen's Compensation
- Liability
- Non-Ownership Auto Liability
- Fire for personal belonging

**SOUTHERN BERKSHIRE REGIONAL SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT FOR ELEMENTARY SCHOOL PRINCIPAL**

**ADDENDUM A
SALARY CORRECTION**

WHEREAS, the Southern Berkshire Regional School Committee (hereinafter referred to as "the Committee") and Mary G. Turo (hereinafter referred to as "Turo"), its Elementary School Principal, are party to a Contract of Employment for the period of July 1, 2016 through June 30, 2019 (hereinafter referred to as "the Employment Contract"); and,

WHEREAS, the Employment Contract contains a provision at Section 6, subparagraph c relative to compensation for the period commencing July 1, 2017; and,

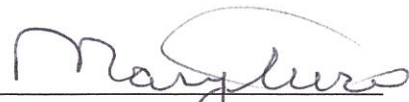
WHEREAS, since entering into the Employment Contract the Parties discovered a calculation error in the July 1, 2017 salary, which they intend to correct; and,

NOW, THEREFORE, in consideration of the promises herein contained, the Parties hereto mutually agree as follows:

1. The Employment Contract between the Committee and Turo for the period of July 1, 2016 through June 30, 2019 shall remain in full force and effect, except as otherwise modified herein.
2. Section 6, subparagraphs c of the Employment Contract is hereby amended to read as follows:
 - c) *Effective July 1, 2017, the **PRINCIPAL** shall be paid based upon an annual salary in the amount of Ninety-Nine Thousand, Eight Hundred Eighteen Dollars and Eighty-Two Cents (\$99,818.82).*

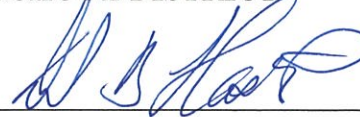
IN WITNESS WHEREOF, the Parties hereunto sign and seal this Addendum and duplicate thereof this 25 day of January, 2017.

PRINCIPAL



MARY TURO

**FOR THE SOUTHERN
BERKSHIRE REGIONAL
SCHOOL DISTRICT**



David Hastings
Superintendent of Schools