

DISTRICT SUPERINTENDENT EMPLOYMENT CONTRACT

This Agreement is entered into this 11th day of November, 2019, by and between the Board of School Directors of the Berwick Area School District (hereinafter "Board" or "District") and Wendy Kupsky (hereinafter "Kupsky" or "Superintendent")

WHEREAS, the Board desires to employ Kupsky as the Superintendent of the Berwick Area School District (hereinafter "District"), and Kupsky desires to be employed by the District as Superintendent, in accordance with the Pennsylvania Public School Code of 1949 (hereinafter "School Code") and the laws of the Commonwealth of Pennsylvania, for a period as set forth herein, at a salary as set forth herein, and under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed by and between the District and Superintendent as follows:

1. Professional Certifications and Qualifications

- a. Kupsky warrants and affirms that she possesses the necessary qualifications required by law to serve as a Superintendent of Schools in Pennsylvania.
- b. Kupsky warrants that she possesses and shall maintain throughout the term of this Agreement, a valid and current commission or other credentials as may be required by applicable laws and regulations and shall present a copy of same to the Board. Failure to maintain such credentials shall be deemed a material breach of contract and shall cause this Agreement to become null and void at the time of such occurrence.
- c. Kupsky agrees to subscribe to and take the proper oath of office before entering upon her duties as Superintendent.

2. Term of Agreement

The Board and Kupsky agree to an employment term of three (3) years, beginning on August 28, 2020 and ending on August 27, 2023, unless the Agreement is allowed to renew pursuant to 24 P.S. §10-1073(b).

3. Duties of Superintendent

Superintendent shall be charged with the administration of the schools under the direction of the Board. As such, the Superintendent shall be responsible for, inter alia:

- a. Recommending the employment of all employees and directing and assigning professional and non-professional employees under her supervision;
- b. Organizing, supervising, and arranging the administrative and supervisory staff;
- c. Suggesting policies and procedures deemed necessary for the efficient and proper operation of the District;
- d. Recommending annual objectives for the District consistent with the direction and priorities established by the Board;

- e. Establishing and maintaining effective procedures and controls for expenditures of all school funds in accordance with the annual school budget, subject to the direction and approval of the Board;
 - f. Involving the Board no later than January 31st each year in the preparation of the annual District budget;
 - g. Providing the Board with information pertinent to its legislative role;
 - h. Providing the Board with weekly written reports regarding the status of issues in the District, which reports may be on a less frequent basis if directed by the Board;
 - i. Preparing and submitting to the Board all matters requiring legal action;
 - j. Attending all Board meetings as may be required from time to time, and submitting a formal Superintendent's report, during the regular meetings;
 - k. Informing the Board as to the operations of the District and making recommendations for the more efficient operations thereof;
 - l. Performing all duties incident to the office of the Superintendent as set forth in the School Code and such other duties as may be legally prescribed by the Board.
4. Superintendent agrees to devote her full-time attention, skills and labor to her role as Superintendent during the term of this Agreement.
5. Superintendent agrees that any work performed by her outside of the District requires prior written consent of the Board.

Compensation and Benefits

6. Salary

The District agrees to compensate the Superintendent, prorated for the 2020-2021 school year, in the amount of \$120,000.00 annually. In subsequent years, the Superintendent's salary shall increase by 3% each year.

7. Vacation and Holidays

The Superintendent shall receive twenty-six (26) vacation days, exclusive of the following legal holidays: New Years Day, President's Day, Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, Bloomsburg Fair Friday, Thanksgiving (meaning Thursday, Friday and Monday); Christmas Eve, and Christmas Day, and any additional legal holidays as established and recognized hereafter by the District. Unused vacation days may be carried forward to the next year, up to 50. Kupsky shall be cash in vacation days at her yearly per diem rate. Should Kupsky's employment with the District end, either by death, retirement, voluntary resignation or involuntary termination, her vacation days for that year shall be pro-rated and compensation shall be paid to her for the days earned prior to her death, or the effective date of retirement, voluntary resignation, or involuntary termination to the effective separation date of Kupsky.

8. Sick Leave

The Superintendent shall receive the same amount of annual sick leave as applicable to the District administrative employees as identified in the Act 93 Agreement.

9. Other Leave

Kupsky shall be entitled to carry over one hundred sixty-two (162) sick days, vacation days, and personal days are to be carried over from the her current position. The calculation for compensatory of unused sick leave will be paid at the rate of Seventy-Five and 00/100 (\$75.00) Dollars, which sum shall be paid into a 403b account established by Kupsky.

Kupsky shall be entitled to other leaves of absence as are provided for administrative employees in the School Code and the Act 93 Agreement.

10. Other Benefits

- a. The Superintendent shall be entitled to receive the same health insurance benefits available to District administrative employees pursuant to the Act 93 Agreement, including benefits to which she was previously entitled as an Act 93 employee. Should the type of health insurance benefits available for administrative employees under the Act 93 Agreement change during the term of this Agreement, the Superintendent's health insurance benefits shall change in a like manner.
- b. Should the Superintendent decline health insurance benefits, she will be entitled to receive an annual payout, to be paid on July 1 of each year, of \$12,900.00 into a qualified 403(b) or 457 account.
- c. If Superintendent retires prior to the age of sixty-five (65), she shall receive health insurance for herself only from the District for a period of three (3) years or until she reaches the age of sixty-five (65) whichever shall occur first. Kupsky shall have the right to purchase dependent health coverage at her sole expense until she reaches the age of sixty-five (65).
- d. The duties of the Superintendent require her presence at certain conventions and conferences in order to maintain awareness of current information. Her attendance at seminars, workshops, in-service programs, graduate programs and school activities, is necessary to maintain the knowledge and skills requisite of the position. The District considers the expenses involved in such activities to be directly related to her duties and appropriate for reimbursement. Expense reimbursement for such activities shall be provided in accordance with procedures described in District policy. Mileage associated with day to day school activities and attendance at Board meetings shall not be subject to reimbursement.
- e. Kupsky shall use the system in effect at the time of this agreement, and any subsequent system established by the District hereafter, whenever she takes off any time.
- f. Superintendent additionally will receive the sum of One Thousand Five Hundred (\$1,500.00) Dollars which will be placed in a flexible spending account for yearly health care costs. In the event Superintendent fails to complete a full school year

under this contract, then she will automatically forfeit eligibility for this contribution unless otherwise approved by the District in writing.

11. Transportation

Except as enumerated in this Agreement, the District shall provide the Superintendent, in performance of her duties during the term of this Agreement, in accordance with the IRS rate in effect at that time.

12. Professional Association Membership

The District shall provide the Superintendent annual membership in no more than three (3) professional associations, i.e., American Association of School Administrators, Pennsylvania Association of School Administrators, and Association for Supervisions and Curriculum Development; cost of said membership dues to be paid by the District.

13. Evaluation

The Board shall evaluate, in writing, the performance of the Superintendent at least once per year during the term of this Agreement, no later than August 31 of each year, using a form mutually agreed upon by the Superintendent and the Board based upon the standards set forth in 24 P.S. §10-1073.1, provided that any performance assessment selected shall;

- a. Include a self-assessment by the Superintendent; and
- b. Require the Board to speak in one voice as an entire Board; and
- c. In the event that the Board consensus determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe, in writing, in reasonable detail, the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to the Superintendent by the Board President. The Superintendent shall have the right to make a written response to the evaluation. The Board's evaluation and the Superintendent's response(s) shall be completely private and in no manner become public knowledge or conversation unless waived by the Superintendent, except that the Board shall post the mutually agreed to objective performance standards contained in the contract on the District's publicly accessible website and, upon completion of the annual performance evaluation, the Board shall post the date of the evaluation and whether or not the Superintendent has met the agreed-upon objective performance standards on the District's publicly accessible website.
- d. The District shall discuss with the Superintendent the results of the evaluation within fourteen (14) days of the date of the evaluation.

14. The performance evaluation shall be used for the following purposes:

- a. To strengthen the working relationship between the District and the Superintendent and to clarify for the Superintendent and individual members of the Board the responsibilities the Board relies upon the Superintendent to fulfill;
- b. To discuss and establish goals for the ensuing year;
- c. To establish the basis for possible incremental adjustments in the annual salary rate for the Superintendent.

Discharge or Termination

15. Throughout the term of this Agreement, the Superintendent shall be subject to discharge for valid and just cause including the reasons specified in the School Code. The Board shall not arbitrarily or capriciously call for her dismissal and the Superintendent shall in any event have the right to written notice of charges, to notice of a hearing, to a fair and impartial hearing, to all elements of due process, and to the right of appeal to a court of competent jurisdiction. At any such hearing before the Board, the Superintendent shall have the right to be present and to be heard, to be represented by counsel, and to present through witnesses, testimony relevant to the issue(s). A transcript of the record of proceedings before the Board shall be made available to the Superintendent without charge. Superintendent shall have the right to be represented by counsel during any proceeding or process subject to this Paragraph, at her sole cost and expense.

15. In the event that the Superintendent is charged with any crime relating to her duties as Superintendent, including but not limited to bribery, extortion or theft of honest services, as well as crime involving moral turpitude, whether or not relative to her duties as Superintendent, Superintendent shall forfeit the right, if she has any, to request payment for accumulated sick or vacation days, pending disposition of such charges. In the event that Superintendent is found guilty, either through plea or otherwise, guilty of any crime described herein, she shall forfeit the right, if she has any, to such payments.

16. In the event that the criminal charges as outlined in the previous paragraph are filed and disposed of by a finding of guilty either through plea or otherwise after Superintendent is no longer employed by the District and after she receives payment for unused sick or vacation time, Superintendent shall, within ten (10) days of such guilty pleas or guilty disposition, remit to the District the entire gross amount of money paid to the Superintendent for unused sick or vacation time.

17. The Superintendent may resign at any time, provided she gives the Board a minimum of ninety (90) days written notice prior to the effective date of the resignation. The Board shall consider exigent circumstances on a case by case basis, in the event that ninety (90) days notice is not feasible.

18. There is no buyout or severance agreement contained in this Agreement.

Professional Liability

19. The District agrees that it will defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual capacity or in her official capacity, as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of her employment and, as such, liability coverage is within the authority of the Board to provide under state law.

Permanent Disability

20. Should the Superintendent be unable to perform her duties by reason of illness, accident or other cause beyond her control, and said disability continues for a period of more than three (3) calendar months beyond all sick or other usable leave to which the Superintendent is entitled under this Agreement or otherwise, the District may, at its discretion, make a proportionate deduction from the salary provided in this Agreement or by subsequent amendment. If after the aforementioned three (3) month period said disability is determined by an agreed upon physician to be permanent or irreparable, the District may, at its option, terminate this Agreement, whereupon the respective duties, rights and obligations contained herein shall terminate.

Obligations

21. This Agreement shall be binding upon the parties hereto, and is not assignable or transferrable by either party.

Severability

22. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause. If at any time thereafter, such article, section or clause shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

Statutory References

23. All references to the School Code contained herein shall also refer to any amendment or recodification thereof.

Definitions

24. Terms appearing throughout this Agreement shall have the meaning as defined in this Paragraph of the Agreement.
- a. "Superintendent" shall be defined as the Chief Administrator employed under the provision of Section 1001 of the School Code for the superintendence and supervision of public schools of the District. The Superintendent shall have a seat on

the Board, and the right to speak on all matters before the Board, as provided under Section 1081 of the School Code, but shall not have voting rights.

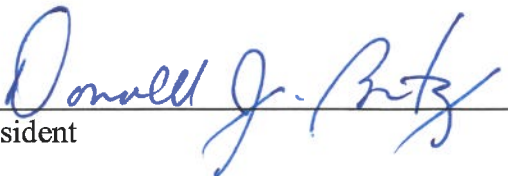
- b. "Professional Employee" shall mean an employee of the District under contract to perform responsibilities as a teacher, librarian, nurse or counselor.
- c. "Salary" shall mean the money provided annually in installments through payroll to the Superintendent for services provided to the District. The total amount of salary shall be established in accordance with the provisions of this Agreement.
- d. "District" and/or "Board" shall mean the Board of School Directors of the Berwick Area School District who are elected or appointed under the provisions of Section 301 of the School Code. The District shall function in accordance with the provisions of the School Code and the rules and regulations established by the District under provisions of Section 407 of the School Code.

Miscellaneous

- 25. **NO ORAL MODIFICATION.** All modifications or amendments to this Agreement must be made in writing and signed by an authorized representative of the Board and the Superintendent.
- 26. **GOVERNING LAW.** This Agreement and any of its provisions shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and the rules and regulations of the Pennsylvania Department of Education.


IN WITNESS WHEREOF and intending to be legally bound thereby, the parties have caused this Agreement to be duly executed the 30th day of October, 2019.

BERWICK AREA SCHOOL DISTRICT



President

Attest:



Secretary

SUPERINTENDENT

Renee M. Gomez

Witness

Wendy Kupsky

Wendy Kupsky

ADDENDUM TO DISTRICT SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS ADDENDUM made and entered into this 8th day of November, 2021, by and between the **BOARD OF SCHOOL DIRECTORS OF THE BERWICK AREA SCHOOL DISTRICT** (hereinafter referred to as "Board" or "District") and **WENDY KUPSKY** (hereinafter referred to as "Kupsky" or "Superintendent").

WHEREAS, the parties hereto previously entered into a contract known as District Superintendent's Employment Contract on or about November 11, 2019; and

WHEREAS, the parties hereto desire to modify said District Superintendent's Employment Contract by extending the term for two (2) additional years;


THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound hereby, it is agreed by and between the parties hereto as follows:

1. Board and Kupsky agree to an extension of the employment term for an additional two (2) years, i.e., to August 27, 2025.

2. All other terms of the District Superintendent's Employment Contract dated November 11, 2019, shall remain in full force and effect, and be binding upon the parties hereto.


IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Addendum to be duly executed on the day and year first above written.

BERWICK AREA SCHOOL DISTRICT



President

Attest:



Secretary

SUPERINTENDENT



Witness: