



**WOODLAND HILLS
SCHOOL DISTRICT**

ACT 93
**Compensation and
Benefits Plan**

For the school years
2017-18 • 2018-19 • 2019-20

**Woodland Hills School District
531 Jones Avenue
North Braddock, PA 15104**

BOARD OF SCHOOL DIRECTORS

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Ms. Licia Lentz, Assistant Superintendent
Mr. Michael Gigliotti, Business Manager

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PREAMBLE

The Board of School Directors of the Woodland Hills School District adopts the following Compensation and Benefits Plan pursuant to the Public School Code of 1949, as amended, Title 24 Pennsylvania Statutes Section 11-1164, and Act 93 of 1984, Administrator Compensation Plan. The Board recognizes the importance of maintaining an effective management team to strengthen the administrative and education programs of the school district and to establish and approve communication, decision-making, conflict resolution, and other relationships among the members of the team and school district.

SEVERABILITY

This Plan shall be governed and construed according to the Constitution and laws of the Commonwealth of Pennsylvania and the United States of America. If any provision in this Plan or any application of this Plan to any Employee or group(s) of Employees covered hereby is found contrary to law by a court of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Plan shall continue in full force and effect. If any provision of this Plan is found to be contrary to law by a court of competent jurisdiction, an Attorney General Opinion, or an Auditor's Report, the parties shall meet and discuss pursuant to Act 93 of 1984 concerning said provision.

DURATION

This Plan shall remain in full force and effect for a period commencing July 1, 2017 through June 30, 2020.

MANAGEMENT RIGHTS

All matters not covered by this Plan are hereby reserved to the Woodland Hills Board of School Directors.

DEFINITIONS

When used herein, definitions of the following terms and their inflected forms apply, unless the context clearly indicates otherwise:

District refers to the Woodland Hills School District, North Braddock, Pennsylvania 15104.

Board refers to the Board of School Directors of the Woodland Hills School District.

Superintendent means the District's Superintendent of Schools or designee.

Employee includes each person the District recognizes as a member of its Woodland Hills Administrative Association.

- **Group A – As per Appendix A.**
- **Group B – As per Appendix A.**

Plan means this Act 93 Compensation and Benefits document.

Professional Work Year – Number of days based on the Professional and Student calendar.

Day refers to work day unless otherwise specifically defined in this Plan.

School Year is the consecutive number of days beginning with July 1st of one year and extending through June 30th of the next.

School Term corresponds to the student calendar adopted by the Board.

ARTICLE 1 – WORK SCHEDULE

SECTION 1.1 WORK YEAR

1.1.1 Work Week

It is recognized that all Act 93 Employees are exempt employees under the Fair Labor Standards Act. All Act 93 employees are required to work a five (5) day work week, unless there is a holiday, vacation, personal or sick day taken. Employees must be available for any additional days or hours called by the Superintendent or his designee.

1.1.2 Typical Work Year

For each year of this Agreement the typical work year for twelve month Act 93 Employees employed as July 1st of the school year is derived in the following way:

260 paid days in a given fiscal year consisting of --
15 paid holidays
5 paid personal days
20 paid vacation days

220 work days in a given fiscal year is the net result

All twelve month Employees shall work 260 days in any given school year (July 1 through June 30) which correspond to their professional school calendar.

All ten month Employees shall work 211 school days in a given school year (July 1 through June 30) which corresponds to their professional calendar.

The District reserves the right to increase the number of work days for 206 day employees, in the professional calendar based on the student days.

SECTION 1.2 VACATION

1.2.1 Allowance

For each year of this Plan, each 260 day Employee shall be awarded twenty (20) days of paid leave for vacation. Vacation shall be prorated for 260 day Employees who begin work after July 1. Employees who are granted a leave of absence shall receive a prorated share of their vacation based upon the portion of the fiscal year that they are not on leave. If the Employee is on leave for the entire fiscal year, there shall be no vacation entitlement during that year. 211 day Employees are not entitled to receive any vacation.

1.2.2 Scheduling

The twenty (20) days of vacation for the school year must be used by June 30 of the school year in which vacation is awarded. For example, vacation awarded for the 2017-2018 school year must be used on or before June 30, 2018. Upon its approval by the Board, which shall occur no later than July 1st, the new school year calendar will be issued by the Director of Personnel to all Employees so that each Employee can indicate his/her proposed vacation days for the upcoming school year. Each Employee will be responsible for scheduling at least 15 days (3 weeks) of vacation and returning to the Director of Personnel his/her proposed vacation schedule by July 10th for review and approval by the Superintendent. Any proposed changes to the approved vacation schedule shall be promptly submitted in writing to the Superintendent for approval.

Employees are not required to report to work when the District is closed for students and faculty due to inclement weather or an emergency.

SECTION 1.3 SICK LEAVE

For the term of this Plan all Employees will have 12 sick days allocated per school year, accumulated without limitation and awarded on July 1st. Sick leave shall be prorated for Employees who begin work after July 1st (260 day Employees) or after the first day of the 211 day Employee calendar (211 day Employees). The use of sick days for family members under Section 1154(e) of the PA Public School Code of 1949 as amended will be as follows: 3 days each year

New Employees will be able to carryover a maximum of 25 sick days from a prior school district with approval of the Superintendent. Sick days that are used while in the employment of the District shall first be charged against sick days allocated to the

Employee by the District while such Employee is in the service of the District (i.e. Employee must use District-allocated sick days before such Employee can use any sick days that were carried over from another district).

SECTION 1.4 PERSONAL LEAVE

For each school year, each Employee shall be provided with five (5) personal days for the school year. Unused personal leave days (not half days) shall be converted to an Employee's accumulated sick leave days at the conclusion of each school year. Any personal days taken must have prior approval of the Superintendent. Personal days will be prorated for any Employee starting after July 1st (260 days Employees) and after the first day of 211 day employee calendar for 211 day Employees.

ARTICLE 2 – COMPENSATION

SECTION 2.1 SALARY

2.1.1 Current and New Employees

For the term of this Plan, Employees shall be compensated in accordance with the Administrative Salary Range attached hereto and marked Appendix A. An Employee shall be entitled to an annual salary increase provided that such Employee meets the requirements for an increase set forth in subsection 2.1.2 below. Subject to Appendix A hereto, the 2017-2018 salary for each current Employee shall be calculated by adding the salary increase, if any, earned by such Employee pursuant to subsection 2.1.2 below to the salary that such Employee earned during the 2016-2017 school year. The salary of new Employees shall be set by the School Board.

2.1.2 Performance Appraisal

The Superintendent will develop an appraisal and evaluation model with input from the Woodland Hills Administrative Association. A rating of satisfactory based on the goals presented to and approved by the Employee's Supervisor by September 1, is needed in order for the Employee to be eligible to receive a salary increase the following year. Each Employee that obtains a rating of satisfactory shall receive an annual salary increase that will be equal to the published Act 1 index issued by the Department of Education for the budget year associated with that school year or 2% or whichever is greater following the evaluation.

2.1.3 Disciplinary Procedure

The Board shall have the right to discipline or discharge for just cause. Disciplinary measures shall include the following:

- a. Oral reprimand, then
- b. Written reprimand, then

- c. Suspension (reason to be given in writing)
- d. Discharge

2.1.4 Other Remuneration

- b) Employees are eligible for any extra-duty remuneration (WHEA contract) as long as it does not conflict with their scheduled work day.

SECTION 2.2 MILEAGE REIMBURSEMENT

2.2.1 Payment Rate

Mileage reimbursement shall be paid at the prevailing Internal Revenue Service rate to Employees required to use their own vehicle in pursuance of assigned job related activities or for travel on school business.

2.2.2 Documentation

Reimbursable mileage shall be reported and paid in accordance with District policy.

SECTION 2.3 TUITION REIMBURSEMENT

2.3.1 Graduate courses:

- (a) Reimbursement shall be limited to graduate-level courses offering academic credit that were completed at an accredited college or university.
- (b) Employees will be reimbursed for actual tuition costs up to \$800/credit for tuition costs actually incurred and paid by the Employee for graduate credits in all courses that directly relate to the Employee's current professional duties. All requests must have pre-approval by the Superintendent.
- (c) Reimbursement shall not exceed nine (9) credits per semester or eighteen (18) credits in a twelve-month period (July 1 – June 30). Educational credits require a "B" or a "P" in a pass/fail course, with documentation provided for payment. Superintendent's decision is final.
- (d) Beginning July 1, 2011 additional graduate level credits earned beyond their initial hiring and job requirements, will be compensated in allotments of 15 credits with a \$250 increase in salary. Transcripts must be provided with a letter requesting the increase.

2.3.2 Undergraduate courses:

- (a) All requests must directly relate to employees current position
- (b) Credits submitted for reimbursement shall be paid as delineated below for the duration of the Plan. If the credits are less expensive, the District shall pay the lower fee.

- (c) Requirements for credit reimbursement at an approved school for Higher Learning: Credit reimbursement will be \$150/credit (Undergraduate)
- (d) Educational credits require a “B” or a “P” in a pass/fail course, with documentation provided for payment. Superintendent’s decision is final.
- (e) The Superintendent must sign pre-approval form for any reimbursement

2.3.3 Repayment

- (a) If an Employee separates from the District by dismissal, resignation, or retirement before completing four years of service following completion of the course(s) for which tuition reimbursement was awarded, repayment shall be made to the District as follows:

Terminates employment with WHSD within one year of course completion	100% repayment of tuition reimbursement to District
Terminates employment with WHSD within two years of course completion	75% repayment of tuition reimbursement to District
Terminates employment with WHSD within three years of course completion	50% repayment of tuition reimbursement to District
Terminates employment with WHSD within four years of course completion	25% repayment of tuition reimbursement to District

SECTION 2.4 PERSONAL PROPERTY DAMAGE

Employees who experience damage to or destruction of personal possessions (clothing, eyeglasses, contact lenses, and watches) while in the course of performing their duties shall be reimbursed by the Board for the cost of repair or replacement up to a maximum of three hundred fifty dollars (\$350) per school year.

ARTICLE 3 – INSURANCE BENEFITS

SECTION 3.1 HEALTH INSURANCE

3.1.1 Eligibility

Full-time Employees are eligible for participation in the District’s basic medical, dental, and vision insurance programs. All Employees will have non-deductible vision and dental coverage. Eligibility for enrollment in the EPO or PPO as defined by the insurance provider.

3.1.2 Enrollment

- (a) New Employees desiring coverage for basic benefits and/or optional benefits shall enroll in the insurance programs within thirty (30) days of the date of hire into a position that qualifies them for benefits.
- (b) All Employees shall have the option to enroll in basic benefit and/or optional benefit plans during the annual open enrollment period specified by the District.

(c) Once enrolled, elected choices shall remain in effect until the next open enrollment period unless a change in coverage is necessitated by marriage, divorce, death, birth or adoption, or the loss of coverage under another plan.

3.1.3 Dual-Employee Households

Whenever an Employee and spouse are both employed by the District and eligible for medical insurance coverage as an individual and spouse, the District has the discretion to provide each with individual medical insurance.

3.1.4 Opt-Out Option

Cash-in-lieu-of-Benefit. When an Employee withdraws from or declines participation in all of the applicable medical insurance plan, the Employee shall receive one-half of the individual premium cost up to a maximum of Thirty five hundred (\$3500) payable in two semiannual installments. If an employee is covered under another WHSD employee’s health plan, he/she is not eligible for the “Cash in lieu of Benefit” payment.

3.1.5 Change of Provider

Should Pennsylvania or the Federal government adopt a statewide or federal health insurance program for school Employees, the Board, through agreement between both parties (or if mandated by law) will convert from the health care insurance provided herein to the health insurance program enacted by the State or Federal government.

3.1.6 Employee Contribution

Employees electing-medical insurance coverage shall contribute pre-tax dollars monthly toward its cost. Half of each month’s contribution shall be deducted each pay period under an Internal Revenue Service Code Section 125 flexible benefit plan. Employee contribution amounts yearly will be calculated based on the % of the Premium for their selected coverage:

School Year:	2017-18	2018-19	2019-20
Monthly Contribution:			
Group A	12%	12%	12%
Group B	10%	10%	10%

SECTION 3.2 LIFE AND AD&D INSURANCE

The School District shall provide group term life insurance in the amount of 150% of the annual salary rounded off to the next highest thousand dollar amount up to \$200,000. A.D.&D. benefits shall be included in this coverage. Provisions shall be made to permit Employees to purchase additional insurance at their expense if the carrier permits.

Any dispute concerning coverage, eligibility, etc. is governed by the terms of the insurance contract and is to be settled between the Administrator and the life insurance carrier. The District will not be a party to such disputes and will not be liable for any resolution thereof.

SECTION 3.3 DISABILITY INSURANCE

The School District shall provide a Disability Income Benefit Plan which protects Employees to sixty percent (60%) of their weekly salary (1/52 of annual salary) beginning after the 31st day of non-compensation disability and continuing for a maximum of thirteen (13) weeks.

SECTION 3.4 LIABILITY INSURANCE

The School District shall provide professional liability insurance for the Administrator as per District coverage. This coverage is in addition to any other collectible insurance in force at the time of the incident.

SECTION 3.5 WORKERS' COMPENSATION INSURANCE

The District shall provide and assume all costs of Workers' Compensation insurance to protect each Employee who in the course of employment sustains a compensable injury or contracts a compensable disease under and in a manner conforming to the Pennsylvania Workers' Compensation Act. Within twenty-four (24) hours following a compensable accident or injury Employees shall report it to the Personnel Office and furnish all necessary reports.

ARTICLE 4 – LEAVES OF ABSENCE

SECTION 4.1 BEREAVEMENT LEAVE

Requests for a bereavement leave of absence shall be governed in accord with Pennsylvania's Public School Code of 1949, as amended, Sections 1154 (b) and (c).

SECTION 4.2 JURY DUTY LEAVE

Employees summoned for jury duty are to notify the personnel department immediately of the proposed date(s) of service. They shall then be granted a leave of absence for the period of required jury service and any difference between the amount of their per diem rate as a District Employee and the amount of daily compensation received as a juror, excluding reimbursement or an allowance for expenses such as mileage, meals, lodging, and transportation. Proof of jury service and the amount of pay received shall be provided to be eligible for this payment.

SECTION 4.3 SABBATICAL LEAVE (CERTIFIED EMPLOYEES ONLY)

4.3.1 Governance

Requests for a sabbatical leave of absence for the restoration of health or a leave

of absence for professional development shall be governed in accord with the Pennsylvania Public School Code of 1949, as amended, Sections 1166 through 1171.

4.3.2 Salary and Benefits

Employees on a sabbatical leave of absence shall receive half (50%) of the salary and all of the insurance benefits they would be entitled to if not on a sabbatical leave.

ARTICLE 5 – PROFESSIONAL DEVELOPMENT

SECTION 5.1 PROFESSIONAL DEVELOPMENT

Employees are required to attend, participate in and complete all professional development opportunities prescribed by the Superintendent in writing and made available through the District. Maintaining each Employee’s professional certifications is solely the responsibility of each such Employee (for example, each Employee bears the sole responsibility to obtain any required Pennsylvania Inspired Leadership (PIL) credits). Approved professional development related to (PIL) will be considered a paid workday. Superintendent preapproval is required, no less than two weeks from scheduled professional development course.

SECTION 5.2 PROFESSIONAL MEMBERSHIP

5.2.1 Dues and Fees

The Board shall assume payment for Employees’ membership dues or fees to one professional education organization or association provided that membership is related to the administrator’s area of responsibility and approved in advance by the Superintendent. The Board may approve more than one membership if it is deemed important or critical to the District or for the professional growth and development of an administrator.

5.2.2 Benefit Assurance

For the District to receive benefit from its investment in professional memberships, Employees shall be prepared to share the information, knowledge, skills, and materials received in a form acceptable to the Superintendent including but not limited to oral and written reports and presentations.

SECTION 5.3 PROFESSIONAL CONFERENCES

Employees may be permitted to attend one state professional education conference or convention. A written application justifying attendance shall be made to the Superintendent then, if accepted, presented for Board approval.

Reimbursement of actual expenses (not to exceed \$1000) for registration fees, mileage, 2 nights lodging, and parking, shall be limited by the Board’s annual budget for travel. The advance

written approval of the Superintendent is needed to attend any local area professional meetings, seminars, and workshops, including but not limited to attendance at meetings, seminars and workshops that are mandated by Grant Guidelines or that address new Federal or Commonwealth laws or regulations.

ARTICLE 6 – SEPARATION FROM EMPLOYMENT

SECTION 6.1 RESIGNATION

Employees shall provide timely written notification to the Personnel Department of their intent to resign from the District in order to be eligible to receive the severance benefit set forth herein. Employees who fail to provide timely written notification of their intent to resign from the District shall forfeit the severance benefit set forth herein. A letter of resignation for the purpose of retirement is subject to the provisions of subdivision 6.2.1.

6.1.1 Notice of Intent

Group A All employees within Group A shall provide at least sixty (60) days written notice of their intent to resign.

Group B All employees within Group B shall provide at least thirty (30) days written notice of their intent to resign.

6.1.2 Severance Benefit

Unused vacation leave, not to exceed twenty (20) days, shall be reimbursed at the Employee's per diem rate of pay.

SECTION 6.2 RETIREMENT

6.2.1 Eligibility

(a) *Normal Retirement.* Employees must qualify for normal retirement, as defined by the Commonwealth of Pennsylvania's Public School Employees' Retirement System (PSERS).

(b) *Early Retirement.* If the Pennsylvania General Assembly passes legislation allowing for earlier retirement without penalty and an Employee with at least thirty (30) years of PSERS credited service elects to retire, the severance benefits herein shall apply.

(c) *District Service.* Employees must complete a minimum of ten (10) years of service in the District.

(d) *Notice of Intent.* An irrevocable letter of resignation for the purpose of retirement shall be submitted to the Personnel Office on or before June 30th of the year prior to retirement. The last day of work before the first day of retirement shall be the last workday of the following June. An Employee may

petition the Board to waive this requirement due to extenuating circumstances, including early retirement incentive legislation.

6.2.2 Severance Benefits

Any employee currently eligible or first becoming eligible to retire in a school year and meeting the criteria in section 6.2.1 must retire by June 30 of that school year in order to receive the severance benefits.

Employees that elect to retire when they first become eligible, thus meeting the eligibility requirements in subdivision 6.2.1 are entitled to certain payments, following their separation from employment:

- (a) *Vacation Leave Payment.* A maximum of twenty (20) vacation days shall be reimbursed at the Employee's per diem rate of pay.
- (b) *Sick Leave Payment.* Unused District earned sick days shall be reimbursed at the rate of (\$100) per day with any sick days taken while in employment in the District charged against District earned sick days.
- (c) *Method of Payment.* Both payments shall be paid by the District as a non-elective employer contribution to a 403(b) plan (Tax Sheltered Annuity) with the District's TSA provider. It is the retiree's responsibility to establish such an account with the District's TSA vendor prior to receiving payments.

The phrase "first become eligible" or "first becoming eligible" shall mean the first time that the employee qualifies under PSERS and meets the District Service requirement.

6.2.3 Insurance Benefits and Employee Contributions

Employees meeting the eligibility requirements in subdivision 6.2.1 are entitled to certain benefits following their separation from employment:

- (a) *Health Care.* The District shall provide medical, dental, and vision insurance for three (3) years to age 65 or death, whichever comes first. Employees who retire beginning in the 2017-2018 school year. Such insurance to Employees shall commence following the first day of retirement
- (b) *Life Insurance.* For a maximum of five (5) years following retirement, the District shall provide group term life insurance not to exceed one hundred fifty percent (150%) of the final annual salary.
- (c) *Health Care Contribution.* Employees retiring under this Plan shall contribute monthly toward the cost of their health care insurance to the same extent as non-retired, active Employees.
- (d) *Premium Assistance Payment.* PSERS shall reimburse eligible retirees a portion of their insurance costs for approved health care plans. Retired Employees shall participate to the maximum extent under this Premium Assistance program and contribute that amount to the District. In the event the Premium Assistance program is discontinued, this requirement is waived.

6.2.4 Payment Due Dates

Retirees' health care contribution and Premium Assistance payment must be received in the District's Business Office on or before the first day of each month or, in the event an Employee elects to pay annual costs in full, the first day of each July.

6.2.5 Changes in Benefits and Contributions

If in successor Act 93 Plans any of the District's insurance benefits and Employee contributions are discontinued or modified from those herein, the change(s) shall apply to Employees who retired under this Plan.

6.2.6 Termination of Benefits

The health, dental, and vision insurance coverage shall terminate immediately and permanently if a retiree misses a contribution and Premium Assistance payment due date, becomes covered under another person's insurance, accepts another job with benefits, or dies. In the event of the latter, and for one year from the date of death, the retiree's health insurance coverage will continue for any dependents covered at the time of death.

Woodland Hills School District
 Administrative Positions and Salary Ranges
 July 1, 2017 through June 30, 2020
 Appendix A

	Minimum Starting Salary	Maximum Starting Salary
<u>Group A:</u>		
<u>School Administrators (260 Days)</u>		
High School Principal & Athletic Director	\$95,000	\$125,000
Principal	85,000	115,000
Assistant Principal (High School)	75,000	105,000
<u>School Administrators (211 Days)</u>		
Assistant Elementary Principals	65,000	95,000
Dean of Students	50,000	80,000
<u>Central Office Administration</u>		
Director of Support Services, Director of Curriculum & Director of Special Education	85,000	115,000
Supervisor of Special Education, Pupil Personnel Supervisor & Assistant Business Manager	80,000	110,000
Director of Facilities Management, Director of Transportation/ Food Service & Technology Director	65,000	95,000
<u>Group B:</u>		
<u>Central Office Staff</u>		
School Psychologist	60,000	90,000
Accountant, Payroll Coordinator & PIMS Coordinator	50,000	80,000
Access Manager	45,000	75,000
Personnel Coordinator, Benefits Coordinator, Executive Administrative Assistant, Federal Program Coordinator & Network Coordinator	40,000	70,000
Transportation Coordinator, Business Office Assistant, Equipment Technician & Residency Enforcement Officer	35,000	65,000
<u>Other</u>		
Assistant Athletic Director, Transition Coordinator & Behavior Specialist	35,000	65,000