

  
TROY AREA SCHOOL DISTRICT  
BUSINESS ADMINISTRATOR EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”), entered into on June 14, 2022, is between the TROY AREA SCHOOL DISTRICT (“District”) and Traci J. Gilliland (“Business Administrator/Board Secretary”).

**BACKGROUND.** The Board of School Directors (“Board”) of the Troy Area School District at a regularly scheduled public meeting, duly and properly held on June 14, 2022, appointed Traci J. Gilliland as Business Administrator/Board Secretary, in accordance with Sections 1089 and 433 of the Pennsylvania Public School Code of 1949, as amended (“Public School Code”) for a term of four (4) years. Further, the Board, at the same regularly scheduled public meeting, approved this Agreement. The District and the Business Administrator/Board Secretary, intending to be legally bound, have therefore entered into this Agreement and agree as follows:

1. **Term of Employment.** The TASD does hereby appoint and employ Traci J. Gilliland for a term of four (4) years commencing on July 1, 2022 and shall continue until June 30, 2026. This Agreement shall terminate on June 30, 2026, unless the Agreement is renewed for an additional term prior to its termination date. The Business Administrator’s work-year shall consist of 260 scheduled workdays each year. Any days beyond the contracted 260 workdays, due to the fiscal calendar as determined by Business Administrator and Superintendent, will be allocated as a paid Flex Day.

The Business Administrator accepts such appointment and employment under the terms and conditions of this Agreement.

2. **Professional Certification and Duties.**

a. During the term of this Agreement, Traci J. Gilliland agrees to serve as the Business Administrator and Board Secretary for the District and to perform the duties of Business Administrator (such as assist, supervise and evaluate business office staff and conduct general supervision of business affairs) and Board Secretary in a competent and professional manner in

accordance with the laws and regulations of the Commonwealth of Pennsylvania, the policies of the District and the policies and regulations of the Board.

- b. The Business Administrator/Board Secretary will work at the direction of the Board and the District Superintendent. In addition to all other responsibilities, the Business Administrator will attend all regular board meetings and special committee meetings as designated by the Board and Superintendent and serve as an advisor to said committees and/or Superintendent.
- c. The Business Administrator covenants that she possesses all of the qualifications that are required by law to serve as Business Administrator. The Business Administrator agrees to maintain, throughout the term of this Agreement, any credentials as may be required by applicable laws and regulations to serve in the position as Business Administrator and to resent same to the Board of School Directors.

**3. Work Year.**

- a. Business Administrator will be bound by the 260-day work schedule beginning July 1 of each year and ending June 30<sup>th</sup> of year. Any days beyond the contracted 260 workdays, due to the fiscal calendar as determined by Business Administrator and Superintendent, will be allocated as a paid Flex Day.
- b. The Business Administrator shall be granted the following paid holidays (as Act 93 administration)
  - i. New Year's Day
  - ii. Martin Luther King, Jr. Day
  - iii. Memorial Day
  - iv. Independence Day
  - v. Labor Day
  - vi. Thanksgiving Day
  - vii. Christmas Eve Day
  - viii. Christmas Day
  - ix. Good Friday

4. **Compensation.**

a. As compensation for Business Administrator's services and performance of her obligations under this Agreement, the District shall pay to Business Administrator an annual salary in the amount of ninety-four thousand dollars (\$94, 000) for the 2022-2023 school year (the "Base Salary").

b. In accordance with this Agreement, the Board in consultation with the District Superintendent, shall evaluate the performance of the Business Administrator pursuant to the evaluation section of this Agreement. Effective July 1, 2022 and effective on July 1 of each year thereafter, the Business Administrator shall be entitled to an increase in her salary as follows:

- 2023-2024 ~ 2%
- 2024-2025 ~ 2%
- 2025-2026 ~ 2%

5. **Benefits.** Business Administrator shall receive all benefits provided to other administrative personnel of the TASD, not otherwise enumerated in this Agreement, including but not limited to hospitalization, medical, disability, retirement severance, health examination and life insurance. Nothing contained herein shall preclude the TASD from providing additional benefits for Business Administrator as may be agreed between the parties.

a. **Vacation.** Business Administrator shall receive twenty-five (25) days of vacation annually, exclusive of legal holidays. Business Administrator may carry over vacation up to a maximum of five (5) vacation days from their previous year. Any additional days may be converted to sick days. Business Administrator may submit a request, between May 1 and June 30, to be compensated for up to five (5) unused vacation days from the prior year, which will be paid at that current year's salary per diem rate.

b. **Sick Leave.** Business Administrator shall be entitled to twelve (12) days sick leave annually. Unused sick leave days shall be cumulative and may be supplemented at the discretion of the TASD. The unused portion of such allowance shall accumulate from year to year without limitation.

c. **Personal Days.** The Business Administrator shall follow the TAEA/Act 93 agreement as follows:

1. All employees will be granted one (1) personal day per year. A second personal day will be earned by accumulating twenty-five (25) unused sick days. A third personal day may be earned by accumulating forty-five (45) unused sick days. A fourth personal day may be earned by accumulating one hundred (100) unused sick days.
2. Personal days may be accumulated to an unlimited number, but an employee may only use four (4) personal days in one year, and these may be used at one time.
3. Accumulated days are to include transfer days
4. Additional personal leave may be granted with Superintendent/Designee permission.

d. **Health/Dental and Vision Insurance.** Business Administrator will be afforded the same health benefit options as the TAEA and will make a premium contribution based on the current, board approved premium sharing options. Any changes made to the TAEA contract will be reflected during the term of this contract.

The District is a member of the Northern Tier Insurance Consortium (NTIC). The District shall provide insurance plans to the employees through NTIC.

The District shall offer the HDHP-1 Plan. Employees will be given the opportunity to elect their coverage option once during the plan year (July 1 through June 30). An open enrollment period will be provided once per Plan Year for the employee to select or decline coverage for the next 12-month period. This coverage decision cannot be changed until the next open enrollment period unless the employee experiences a life-changing event as defined by Section 125 of the Internal Revenue Code.

The medical plans offered through this agreement are a contract between the district and the NITC and its Third-Party Administrator. No dispute over a claim for any benefits extended through this agreement's health care clause shall be subject to the grievance procedure established in this collective bargaining agreement. The parties agree that the terms of the coverage within a particular plan are solely within the discretion of the carrier and that those terms will be accepted as they may be changed.

HDHP-1: The high deductible health care plan includes (for the single coverage) a deductible of one thousand two hundred fifty dollars (\$1,250) and a total out-of-pocket maximum of two thousand dollars (\$2000). The plan also includes (for the non-single coverage) a deductible of two thousand five hundred dollars (\$2,500) and a total out-of-pocket maximum of four thousand dollars (\$4000). In each case the deductible amount is included as part of the out-of-pocket maximum amount.

## Premium Share

HDHO-1 Single Coverage: All bargaining unit members will be responsible for paying a premium share of one thousand dollars (\$1000) per year. The employee will have the amount deducted evenly from his/her pay throughout the year to share in the cost of providing insurance. The contribution amounts will be offered on a pre-tax basis subject to Section 125 of the Internal Revenue Code.

Each year thereafter, as an incentive to become a better user of health care, the bargaining unit member's premium share shall be equal to the amount of the HRA that is used to pay for health care cost during the previous year, the amount not to exceed one thousand dollars (\$1000).

HDHP-1 Non-Single Coverage: All bargaining unit members will be responsible for paying a premium share as listed below. The employee will have the amount deducted evenly from his/her pay throughout the year to share in the cost of providing insurance. The contribution amounts will be offered on a pre-tax basis subject to Section 125 of the Internal Revenue Code.

Each year thereafter, as an incentive to become a better user of health care, the bargaining unit member's premium share shall be equal to the amount of the HRA is used to pay for health care cost during the previous year, the amount not to exceed the current year premium share.

2018-2019	\$1,760/year
2019-2020	\$1,820/year
2020-2021	\$1,880/year
2021-2022	\$1,940/year
2022-2023	\$2000/year

No premium co-pay shall apply to retirees, except as show in IV.F

The employee premium share shall be based on the coverage that the member is enrolled in on July 1<sup>st</sup> and shall be reduced or increased throughout the contract year, to reflect enrollment changes due to I.R.S. section 125 qualifying events.

HRA – The employer agrees to provide a prepaid Health Reimbursement Account (HRA) of two thousand dollars (\$2000) each day one of each plan year for each member of the bargaining unit who chooses the single coverage plan.

The employer agrees to provide a prepaid HRA of four thousand dollars (\$4000) each day one of each plan year for each member of the bargaining unit who chooses any of the non-single coverage options.

In each of the above cases (single or non-single coverage) the bargaining unit member shall have access to the HRA on day one of each plan year. The employer contribution of the HRA (\$2,000 or \$4,000) shall be based on the coverage that the member is enrolled in at the time of the deposit and

shall be reduced or increased throughout the contract year, to reflect enrollment changes due to the I.R.S. section 125 qualifying events.

Late Arriving Bills – it may be possible that the employer will not have access to all health care cost incurred by the employee at the time the employee's premium share is set. Both parties agree that the costs incurred and listed by the HRA Administrator as of June 30<sup>th</sup> each year will be used for determining the premium share for the subsequent year. If the employer is notified of additional costs incurred by the employee after the employee's premium share has been set, the employer shall notify the employee at least one paycheck in advance of the issue and the new premium share.

Incorrect Usage – It may be possible that the HRA is used to pay for a procedure not covered by the health care plan. If this is the case, the employee will be notified of the incorrect usage and the employee will have one (1) month to present a repayment plan to the employer for the amount. The plan shall both repay the employer in a timely manner and be affordable to the employee.

Once the plan is agreed to the employer shall reimburse the HRA the amount incorrectly spent. If the plan is not agreed to within one month the employer may stop usage of the HRA.

Employees are responsible for understanding the risks and benefits of an HRA. The District will pay all administrative and debit card fees for the employee's HRA. The School District reserves the right to change the administrator of the plan at any time.

Both parties recognize that billing adjustments may cause discrepancies with HRA accounts. The parties agree that should an overpayment check be received it must be submitted to the Troy Area School District Business Office within fifteen (15) business days of receipt in order to be deposited into the member HRA account. The parties agree that should a member use the HRA funds for ineligible expenses, the member shall reimburse the District within thirty (30) calendar days of notification. The District agrees that should billing and claim adjustments result in insufficient HRA funds and eligible medical expenses are owed, the District may, if requested, financially assist Association members in an attempt to prevent members from being financially harmed; and the Association recognizes that all financial assistance is temporary and that no member will benefit financially from any such assistance. Should the District be able to show that a member should not have received the financial assistance referenced above, or that the member benefitted financially from the assistance, the Association agrees the member shall reimburse the District within thirty (30) calendar days of notification. The Association further agrees the District retains all rights of the law to take action to make it whole.

The Troy Area School District Board of Education agrees to cover the employee, spouse and dependent children. Whereas, in a case of both husband and wife being employed within the Troy Area School District, one plan coverage will be purchased. The coverage will be subscribed on the

employee with the greater seniority. Should the employee elect not to take the coverage, the purchase price would be canceled. All employees shall be covered under the same group policy.

The Board agrees to maintain the present carrier for continuation of the same hospitalization plan in effect, and the Board will cover any increase in costs for the program during the life of the contract. The plan shall be extended to provide coverage for dependent children to age 26.

It is agreed that the present carrier for health and dental insurance for those who select it, shall continue for the term of this contract except, should a joint committee of the Association and Board mutually select another carrier to provide the same or better coverage/benefits at a savings to the district, the carrier(s) may be changed, provided both the Association and Board ratifies any proposed change.

Said joint committee shall consist of four (4) Association representatives and four (4) Board representatives and will meet at the request of either party to consider changing insurance carriers. Such meeting of the joint committee shall take place within thirty (30) days of the initial request. It is understood that this committee will meet only to discuss and/or recommend, upon mutual agreement, the selection of another insurance carrier(s). Such change in carrier(s) may only take place upon ratification of the Association and the Board.

All employees shall continue to be covered by the dental plan. The Troy Area School District Board of Education shall provide all benefits, coverage, and services that are provided for and stated in the carrier's handbook of services.

1. Employee dental coverage: \$2000 annual maximum.
2. Vision Insurance: The parties shall form a committee of two members each to search for and recommend to the parties a carrier and vision insurance plan that the employees may purchase through the District with payroll deduction. When such a carrier and plan are found, each party shall hold a ratification to include the language in this agreement.
3. Health Insurance Waiver
  - a. Participation, which will be entirely voluntary, involves waiving use of the School District's health insurance plan in exchange for monetary compensation.
  - b. A participating employee shall receive annual compensation in the amount of Two Thousand Five Hundred Dollars (\$2,500) in the form of two (2) separate payments of One Thousand Two Hundred Fifty Dollars (\$1,250) each, so long as the participating employee is an active member at the time payment is due.

Should more than eight (8) bargaining unit members utilize this section the yearly amount shall increase to four thousand dollars (\$4,000).

Should more than ten (10) bargaining unit members utilize this section the yearly amount shall increase to five thousand dollars (\$5,000).

- c. Married couples employed by the District are not eligible to participate.
  - d. It is the responsibility of the employee to notify the School District through its Business Office each year of the employee's intent to waive the School District's health plan insurance benefits and participate in the buy-out. Participating employees must also provide written proof of medical insurance by the specified date each year.
  - e. A participating employee has the right to re-enroll in the health insurance plan at the next annual enrollment period unless there is a "life-changing event", which is defined as one or more of the following:
    - i. Marriage, divorce or legal separation of the employee
    - ii. Death of employee's spouse or children
    - iii. Birth or adoption of a child(ren) by employee or spouse, change in number of dependents
    - iv. Loss (voluntary or involuntary) of job by spouse
    - v. Changes in employment status from full-time to part-time or vice versa for employee or spouse
    - vi. Change in spouse's health insurance coverage which results in a loss of major benefits
    - vii. Spouse becomes Medicare eligible
  - f. In the event of a "life-changing event" as verified or confirmed by the District and upon written notification to the District and in compliance with the health insurance plan and applicable IRS regulations, reinstatement of the employee in the School District's health plan will occur immediately.
- e. **Life Insurance.** Per Act 93 Contract a term life insurance policy in the amount of \$100,000 will be purchased by the district on an annual basis throughout the term of this contract.
- f. **Bereavement Leave.** The Business Administrator shall be entitled to five (5) days of bereavement for a death in the immediate family (husband, wife, child, stepchild, step-parents, brother, sister, grandparents, grandchildren, parent or parent-in-law). Business Administrator shall be entitled to two (2) days of bereavement leave for the death of a near relative (first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, sister-in-law).
- g. **403-b Contribution.** The Board shall provide for the creation of a deferred compensation plan 403(b) for the Business Administrator. Each year during the term of this agreement, the board shall match the employee's contribution up to 2% of the employee's base annual compensation. Base compensation will be calculated on July 1 every year of this agreement.



Annual district compensation payment will be no later than June 15 each year. If an employee leaves during the course of a contracted year, that employee will receive the matched amount up to the date of resignation.

**h. Retirement.** The Business Administrator will follow TAEA/Act 93 retirement contract language as stated below.

Upon retirement unused sick leave and personal days will be reimbursed at a rate of \$100/day for employees with 1-15 years of service up to a maximum of fifty (50) days, \$125/day for employees with 15-25 years of service, up to a maximum of 150 days and \$150/day for employees with over 25 years of service up to a maximum of 250 days.

The retirement reimbursement for unused days will be paid within thirty (30) days after the employee submits proof of permanent retirement to the Business Office.

If an employee dies while in service, the beneficiary would receive his or her appropriate sum calculated. The beneficiary shall be the employees PSERS beneficiary, or as otherwise stated in writing by the employee. Supporting PSERS documentation which includes the listed Beneficiary(s) shall be submitted to the Business Office prior to payment.

**6. Retirement Insurance.** If Business Administrator is eligible, at the time of retirement, the employee may select the Troy Area School District paid insurance retirement plan.

Upon retirement from the Troy Area School District, an eligible employee shall have the option of continuing current medical and/or dental insurance coverage as provided in the collective bargaining agreement and all improvements thereto as contained in subsequent agreements. Any changes made to the TAEA contract will be reflected during the term of this contract.

- a. If the insurance is elected by the employee, the district shall set aside a monetary credit in the amount equal to one and one-half (1 ½) of the retiring professional's highest year's salary that has been earned by the employee. Retirees who qualify for and receive the PSERS premium assistance shall be charged that amount, (currently \$100 per month). That amount shall be credited to the retiree's escrow account for health insurance. The district shall send to all current retirees the proper PSERS forms for them to obtain the PSERS premium assistance. The monetary credit shall be used to purchase health insurance for the employee only. Retired employees desiring to purchase health insurance for an eligible spouse or dependent may do so but may not use monies from the escrow account.

- b. If this option is not elected by the employee at the time of retirement, there shall be no entry by employee, spouse or other dependents at a later date, except an employee, may obtain coverage for the employee, spouse or other dependents by paying the then current premium to the district as eligible under state and/or federal laws.

The monetary credit may be used by the employee if they are currently covered by the school's insurance plan. When the monetary credit is exhausted, the insured employee will be required to pay the then current premiums or to drop coverage.

If the Troy Area School District retiree takes employment elsewhere and is thereby covered by another plan, the district will no longer be obligated to provide coverage to the retired employee, nor spouse or other dependents; unless the retiree, is eligible, under state and/or federal law, to continue coverage. If eligible to continue coverage, the retiree, and by extension spouse or other dependent, may do so by paying the then current premium to the district.

**Death Provision.** If the employee dies before reaching eligibility for Medicare the unused monetary credit will revert to the district. In all cases the district will have control and use of all monetary credit invested in this program.

7. **Travel Accident Policy.** Business Administrator shall be covered, at the expense of TASD, by a \$50,000 travel accident policy while on school business

8. **Professional Growth and Improvement.** District encourages the continuing of professional growth of the Business Administrator through her participation, as she might determine in light of her responsibilities as Business Administrator in:

- a. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations
- b. Seminars and courses offered by public and private educational institutions; and business management course or seminars;

c. Informational meetings with other person whose particular skills or backgrounds would serve to improve the capacity of the Business Administrator to perform her professional responsibilities for the District.

d. Participation in social clubs and organizations, such as Rotary and Chamber of Commerce.

In its encouragement of professional development, District shall permit a reasonable amount of release time for Business Administrator to attend to such matters and pay for the necessary membership, tuition, travel and subsistence expenses within the line item provided for such expenses within the Districts' budget.

9. **Professional Reimbursement.**

a. T ASD shall pay for the cost of college credits for the professional growth of the Business Administrator which have been approved in advance by the Superintendent. Such reimbursement must be returned to T ASD if the credit(s) should NOT be satisfactorily completed, or the Business Administrator leaves employment with the T ASD over the course of time credits were accrued. The employee must remain employed by the district for each year courses were reimbursed. Therefore, if an employee was reimbursed up to the maximum amount of credits for one school year, that employee must remain an employee a full year after completion of those courses. Additionally, if an employee receives reimbursement for three years, said employee must remain with the district as an employee for three years following completion of coursework. Each year leaving will result in either a deduction from a final pay or reimbursement from the employee, unless waived by the Board of Education on a case-by-case basis. This provision does not apply if the Business Administrator's departure is due to the contract not being renewed by the T ASD.

b. T ASD shall pay directly, or reimburse the Business Administrator for payment of membership fees, and other costs for service or community organizations, including the

annual membership dues for the Association of School Business Officials International, the Pennsylvania Association of School Business Officials and any other professional groups, membership in which the Business Administrator feels it is necessary to maintain and improve her professional skills, as permitted by state law and at the discretion of the T ASD.

10. **Employment Expenses.** Board shall provide Business Administrator, in the performance of her duties during the term of this Agreement, a mileage allowance of the IRS rate.

11. **Formal Written Assessment of Performance.**

a. No later than June 30 of each year under this Agreement, or such other time as mutually agreed by the parties, the Superintendent shall evaluate, in writing, the performance of Business Administrator. Said performance assessment selected shall (i) include a self-assessment by Business Administrator, (ii) as assessment by the District Superintendent and (iii) consider input and feedback from the Board. In the event the Superintendent, in consultation with the Board, determines that the performance of Business Administrator 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 Business Administrator. Business Administrator shall have the right to make a written response to the evaluation. The evaluation by the Superintendent and Business Administrator's response(s) shall be private and confidential.

b. The Superintendent shall provide Business Administrator with periodic opportunities to discuss Superintendent/Business Administrator relationships/job responsibilities.

12. **Termination of Agreement.** This Agreement may be terminated by Business Administrator upon any of the following events

- a. Mutual agreement of Business Administrator and Board
- b. Retirement of Business Administrator following the PSERS retirement benefits
- c. Resignation of Business Administrator. Business Administrator may resign from the District by providing the Board and Superintendent notice of such intention to resign sixty (60) days prior to the effective date of such resignation.

13. **Reappointment.** If, at any time, the Superintendent or Board decides that (s)he/it does not desire to renew the contract of the Business Administrator for another term, the T ASD shall notify Traci J. Gilliland in writing by mail, no later than 150 days prior to the final day of this Agreement, of the Board of Directors' intent not to reappoint her. Should Traci J. Gilliland not be so notified, she shall be reappointed at the next regular business Board meeting following the first day of the final year of the Agreement for a term of year(s) not less than the length of the expiring term, and the terms and conditions of this Agreement shall be incorporated into a successor Agreement unless mutually agreed otherwise by the T ASD and Traci J. Gilliland.

14. **Professional Liability.**

- a. The Board shall defend, hold harmless, and indemnify Business Administrator from any and all demands, claims, suits, actions and legal proceedings brought against Business Administrator in her individual capacity, or in her official capacity as agent and employee of the School District, provided the incident arose while Business Administrator reasonably believed she was acting within the scope of her employment and provided that Business Administrator has not committed an unauthorized, criminal, willful or intentional act causing such incident.

b. If, after first consulting with the Board, and/or its counsel, Business Administrator is able to demonstrate that a reasonable basis of conflict exists regarding the defense of a qualified claim, as above provided, between the legal position of Business Administrator and the legal position of the District, Business Administrator may engage private counsel upon further written notice to the Board, in which event the Board, shall indemnify Business Administrator.

c. The provisions of this section shall not limit the rights and obligations of Business Administrator pursuant to the provisions of the Political Subdivision Tort Claims Act.

15. **Modifications.** No waiver, change or modification of any of the terms of this Agreement shall be binding unless in writing and signed by both parties to this Agreement.

16. **Waiver of Breach.** The waiver by the District of due performance of or compliance with any provisions of this Agreement by Business Administrator shall not operate or be construed as a waiver of due performance or compliance by Business Administrator thereafter.

17. **Severability.** If any provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement.

18. **Headings.** The headings in this Agreement are for convenience only and shall not be considered as part of this Agreement.

19. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, School District and Business Administrator have signed this

Agreement this 14 day of June 2022.

SEAL

Attest:

Board of Directors of the  
Troy Area School District

Traci Alliland

Board Secretary

Elynn H. Woody

Witness

Sheryl Angove

Board President

Traci Alliland

Business Administrator

