THE SCHOOL DISTRICT OF PHILADELPHIA

BOARD OF EDUCATION PUBLIC MEETING AGENDA

APRIL 7, 2022

Call to Order - Joyce S. Wilkerson, President

Roll Call

Recognition of the Superintendent Search Advisory Committee

Registered Speakers on General Topics

- Speakers List

Written Testimony

Action Item

1. Appointment of Superintendent - Dr. Tony B. Watlington Sr.
   Board of Education - Other

Adjourn

Email: schoolboard@philasd.org
Twitter: @PHLschoolboard | Facebook: @PHLschoolboard

Registered Speakers on General Topics - •

Title: Speakers List

Board of Education Meeting Date: 4/7/2022

Office Originating Request: Board of Education

ATTACHMENTS:

Description	Type
Speakers List	Supporting Document

THE SCHOOL DISTRICT OF PHILADELPHIA
BOARD OF EDUCATION
ACTION MEETING
SPEAKERS LIST
APRIL 7, 2022

Registered Speakers

1. Lisa Haver, Community Member
   Topic: Action Item 1, Appointment of Superintendent - Dr. Tony B. Watlington Sr.

Action Item - 1.

Title: Appointment of Superintendent - Dr. Tony B. Watlington Sr.

Board of Education Meeting Date: 4/7/2022

Action under consideration

RESOLVED, that the Board of Education of The School District of Philadelphia hereby appoints Dr. Tony B. Watlington, Sr. to the positions of: (a) Superintendent of The School District of Philadelphia, in which capacity he will have the powers and duties of District Superintendent and Secretary and Treasurer of the Board of Education, pursuant to Section 10-1073 of the Pennsylvania Public School Code (School Code) and to the Education Supplement to the Philadelphia Home Rule Charter, effective not later than June 16, 2022, through June 15, 2027, at an annual starting salary of $340,000; (b) Executive Director of the Philadelphia Intermediate Unit (Intermediate Unit No. 26), pursuant to Section 9A-913-A of the School Code, effective not later than June 16, 2022, at no additional salary; and (c) consultant to The School District of Philadelphia and the Board of Education for transition purposes until he assumes his duties as Superintendent on June 16, 2022; and as further set forth in the attached Employment Agreement; and be it

FURTHER RESOLVED, that the Board of Education authorizes The School District of Philadelphia, through the President of the Board of Education, to execute and perform the Employment Agreement attached hereto; and be it

FURTHER RESOLVED, that the Board of Education hereby approves the qualifications of Dr. Tony B. Watlington, Sr. to be appointed Superintendent of The School District of Philadelphia and Executive Director of Intermediate Unit 26; and be it

FURTHER RESOLVED, that Dr. Watlington shall demonstrate compliance with Section 10-1003 of the School Code, on or before June 15, 2022.

Office Originating Request: Board of Education

ATTACHMENTS:

Description	Type
Dr. Tony B. Watlington Sr. - Superintendent Agreement	Supporting Document

THE SCHOOL DISTRICT OF PHILADELPHIA

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT (the "Agreement") dated as of April 1, 2022, between **THE SCHOOL DISTRICT OF PHILADELPHIA** (the "School District") acting by and through its Board of Education (the "BOE"), with its principal place of business located at 440 North Broad Street, Philadelphia, Pennsylvania 19130, and Dr. Tony Watlington, Sr. ("Dr. Watlington" or "Superintendent") (collectively "the Parties").

WITNESSETH:

WHEREAS, the BOE wishes Dr. Watlington to serve as the Superintendent of the School District and Executive Director of the Philadelphia Intermediate Unit (the "Intermediate Unit"); and

WHEREAS, Dr. Watlington would like to serve the School District and Intermediate Unit in such capacities;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, the School District and Dr. Watlington, intending to be legally bound, hereby agree as follows:

Section 1. Employment. The School District hereby employs Dr. Watlington, and Dr. Watlington hereby accepts employment, beginning on or before June 16, 2022, as Superintendent of Schools of the School District, Secretary/Treasurer of the BOE and Executive Director of the Intermediate Unit (collectively "Superintendent"), in accordance with the terms and conditions hereinafter set forth.

Section 2. Term of Agreement. The term of this Agreement shall be from June 16, 2022, to June 15, 2027 (the "Term"), unless earlier terminated pursuant to any event set forth in Section 11 below. The period beginning each June 16 and ending each June 15 shall be referred to as a "Year." The Term may be extended by mutual agreement of the Parties. No later than December 1, 2026, the BOE shall place on the agenda of a public meeting requiring an affirmative action by of the BOE to notify Dr. Watlington whether the BOE will retain him for a future term of three to five years or that another or other candidates will be considered for the Superintendent position. If the BOE fails to take such affirmative vote, the Term of this Agreement shall be extended one (1) time for one (1) year, upon the conclusion of which the Agreement will terminate unless the BOE takes action prior to the end of this one (1) year extension to retain Dr. Watlington for an additional term.

Section 3. Duties and Responsibilities.

3.1 Superintendent. Dr. Watlington shall serve the School District in the capacity of Superintendent of Schools. In such capacity, Dr. Watlington shall comply with the School District's Employee Code of Ethics and the Pennsylvania Public Official and Employee Ethics Act. In addition, Dr. Watlington shall have all the power, authority, duties and responsibilities of a Superintendent under the Pennsylvania Public School Code and the Education

Supplement to the Philadelphia Home Rule Charter. These duties and responsibilities include: leading the School District under the BOE's policy direction; carrying out the administration and supervision of the School District, including instituting reforms and systemic changes, such as curriculum and program offerings, as the Superintendent finds necessary or expedient, in order to effect changes in the School District in accordance with the BOE's policy direction; directing, assigning and transferring teachers, principals, and other employees under his supervision; organizing, reorganizing and arranging administrative and supervisory staff, including instruction and business affairs, as best serves the School District; selecting, developing, assigning and transferring personnel; suggesting policy deemed necessary for the School District and reasonably implementing and interpreting policies, regulations, rules and procedures; directing the financial planning of the School District, including the preparation of the annual budget and the submission of the budget to the BOE for review and approval; making administrative recommendations on items of business considered by the BOE as the Superintendent deems necessary for the efficient and effective operation of the School District; acting as the liaison between the School District and the community; directing a program of public relations for the purpose of creating and maintaining a cooperative working relationship between the schools and the community; attending BOE meetings and meetings of BOE Committees or working groups; establishing and implementing a process for keeping the BOE up-to-date on developments, initiatives and issues in the School District; and staying abreast of educational trends and developments by participating in professional development and professional organizations at the local, state and national levels. Dr. Watlington understands and agrees that the General Counsel dual reports to the BOE and the Superintendent.

3.2 Secretary/Treasurer of BOE. Dr. Watlington shall serve as Secretary/Treasurer of the BOE and in that capacity shall be responsible for: (a) executing public securities and instruments of payment on behalf of the School District; (b) providing status reports to the BOE on the School District's budget and making multi-year projections; and (c) general supervision of all business affairs of the School District.

3.3 Executive Director of Intermediate Unit. Dr. Watlington shall perform all services required of an Executive Director of the Intermediate Unit under the Public School Code.

Section 4. BOE/Superintendent Communications and Working Relationship. By August 1, 2022, and annually thereafter, the BOE and Dr. Watlington shall meet to discuss and agree on the processes and procedures in which they will communicate and work together. The BOE and Dr. Watlington agree that Dr. Watlington will communicate, confer and consult on a regular basis with the BOE so as to effectuate his responsibilities, and that they will work collectively to address any concerns or disputes that may arise between them. The BOE, individually and collectively, agree that they will promptly refer to the Superintendent any and all criticism, complaints, suggestions, communications or comments regarding the Superintendent's performance of his duties for review, investigation and recommendation. Individual members of the BOE will not give direction to the Superintendent regarding the management of the School District, unless acting on behalf of the BOE.

Section 5. Compensation and Performance Evaluation.

5.1 Base Compensation. As base compensation for Dr. Watlington's services hereunder, effective on June 16, 2022, the School District shall pay Dr. Watlington an annual salary of Three Hundred and Forty Thousand Dollars and Zero Cents ($340,000.00), less legally required and applicable taxes and deductions, payable in installments at such times as the School District pays other School District employees. Beginning June 16, 2023, and each subsequent Year of this Agreement, the Superintendent's annual base compensation shall increase by the same percentage as the applicable increases delivered by the School District to its certified classroom employees in and for that year.

5.2 Transition/Legal Fees/Relocation/Entry Plan. Beginning April 1, 2022, or as soon thereafter as feasible, Dr. Watlington will be physically on site in the School District or available virtually to consult with the BOE, Dr. Hite and other School District administration on a scheduled basis of at least two (2) full days per week, at times that will be arranged through the BOE President. For consulting work performed between April 1, 2022 and June 15, 2022, Dr. Watlington will be compensated at his daily rate according to his base compensation and reimbursed for his reasonable travel expenses. In addition, the School District shall reimburse Dr. Watlington for reasonable legal fees incurred in connection with preparing and negotiating this Agreement and for reasonable relocation expenses not to exceed Thirty-Five Thousand Dollars and Zero Cents ($35,000.00). Such fees and expenses shall be reimbursed upon presentation of written proof in accordance with the School District's policies and procedures adopted from time to time. On or before July 1, 2022, Dr. Watlington shall provide the BOE with a 30-60-90-day entry plan ("entry plan") and shall provide monthly status updates to the BOE detailing his progress towards implementing this entry plan until the 90-day mark.

5.3 Performance Evaluation. By September 1st of each school year the BOE and Dr. Watlington shall meet to discuss and agree on the process, evaluation instrument, and goals for Dr. Watlington's annual evaluation, which will be consistent with the BOE's strategic plan in place at that time. In developing first-year goals, Dr. Watlington shall work in partnership with the BOE to develop goals that are consistent with the BOE's strategic plan, goals that will result in a process for developing a leadership pipeline within the School District and accountability structures across the School District and goals to address the findings and recommendations resulting from implementation of the entry plan. The BOE and Dr. Watlington shall agree upon a time in each Year of this Agreement to conduct in executive session of the BOE an evaluation of his performance. Prior to the evaluation, Dr. Watlington shall provide the BOE with a self-evaluation regarding his accomplishments and progress towards attaining the agreed-upon goals using the agreed-upon evaluation instrument and the BOE shall take Dr. Watlington's self-evaluation into consideration when conducting his evaluation. Thereafter, the BOE will deliberate in executive session and shall provide Dr. Watlington with a copy of the written evaluation at least ten (10) days prior to the executive session in which the BOE is scheduled to discuss such evaluation with Dr. Watlington.

Section 6. Residency. Dr. Watlington agrees that within one-hundred and twenty (120) days of execution of this Agreement by the Parties, he will establish residency in the City of Philadelphia and maintain this residency throughout the entire term of this Agreement.

Section 7. Certification. As soon as possible, Dr. Watlington shall possess and thereafter maintain valid and appropriate certifications and/or other licensing or qualifications as required by the Commonwealth of Pennsylvania for a superintendent of schools in a district of the first class.

Section 8. Benefits.

8.1 Vacation and Personal Leave. Beginning at the time Dr. Watlington commences his employment as Superintendent, Dr. Watlington shall be entitled to vacation days at the rate of twenty-five (25) days each Year and three (3) personal leave days each Year. Vacation and leave days may be accumulated in accordance with School District policy. Dr. Watlington may be compensated for up to seven (7) unused vacation days each Year at his then *per diem* rate.

8.2 Holidays. Beginning at the time Dr. Watlington commences employment as Superintendent, he shall be entitled to all paid holidays granted to other employees of the School District at the level of Director and above.

8.3 Medical, Dental, Vision, Prescription Drug Benefits, and Life Insurance. Beginning at the time Dr. Watlington commences employment as Superintendent, he shall be entitled to: (a) select medical coverage under a PPO or HMO available to other School District employees (and their dependents) at the level of Director and above; and (b) participate in any dental, vision, and prescription drug benefit plans available to other School District employees (and their dependents) at the level of Director and above, in accordance with such plans' terms and conditions as they may be amended from time to time. Upon termination of employment, Dr. Watlington will be entitled to continuation of such coverage, but at his expense, pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). The District will provide term life insurance, subject to insurability, in the amount of One Million Dollars and Zero Cents ($1,000,000.00) provided that the District's cost for any policy shall not exceed Three Thousand Five Hundred Dollars and Zero Cents ($3,500.00).

8.4 Retirement. Dr. Watlington shall be entitled to receive any retirement benefits that are available to employees of the School District at the Director level and above. Dr. Watlington shall be required to participate in the retirement plan applicable to employees of the School District at the level of Director and above that is administered by the Commonwealth of Pennsylvania, and shall be eligible to participate in any tax-sheltered annuity offerings available to such employees. In addition, beginning June 16, 2022, the School District shall contribute after each complete Year of this Agreement Twenty-Seven Thousand Dollars and Zero Cents ($27,000.00) in one lump sum payment to the School District's 457(b) plan, subject to the limitations on the amounts that can be taken into account as compensation for any year and the limitations on the amount that can be deferred for any year in accordance with the rules of the Internal Revenue Code (the "Code") and applicable Treasury regulations governing plans subject to section 457(b) of the Code.

8.5 Professional Development and Business Expenses. Dr. Watlington shall be reimbursed for the reasonable business expenses incurred by him in connection with performance of his duties hereunder, including professional development expenses during the term

of employment, upon presentation of an itemized account and written proof of such expenses in accordance with policies adopted by the School District from time to time.

8.6 Technology/Other Benefits. The School District shall provide Dr. Watlington with the technology, transportation, and executive coaching necessary for the performance of his duties. The School District shall also provide Dr. Watlington such other fringe and employee benefits (including sick leave benefits), not enumerated herein, that are accorded to School District employees at the level of Director and above, as described in "**Exhibit A**" attached hereto.

Section 9. Extent of Services/Entire Working Time. During the term of employment, Dr. Watlington shall devote his entire working time to diligent and faithful performance of the obligations assigned to him, and shall not be engaged in any other business or employment pursuits, whether or not for pecuniary gain; except, however, Dr. Watlington: (a) shall be entitled periodically to give speeches not as part of his duties hereunder, and shall be entitled to retain fees or honoraria; and (b) may accept appointments to boards (both for profit and nonprofit), commissions and agencies and may engage in such other activities as he deems appropriate and not inconsistent with the best interests of the School District or performance of his duties as Superintendent with the approval of the BOE President.

Section 10. Confidentiality. Dr. Watlington hereby agrees not to use any Confidential Information as hereinafter defined, or disclose any Confidential Information to any person or entity at any time in the future, without the BOE's prior written consent, unless required to do so by a court of competent jurisdiction, or by an administrative or legislative body with purported or apparent jurisdiction to order him to divulge, disclose or make accessible such information. If Dr. Watlington is required by applicable law, regulation, or court order to disclose any Confidential Information, he will promptly notify the BOE and General Counsel in writing at least seven (7) days prior to making any such disclosure in order to permit the BOE and/or the School District a reasonable time to seek a protective order. For purposes of this Section, "Confidential Information" shall include but not be limited to, any and all information not generally available to the public through legitimate means regarding any past, current or anticipated future business, practice or activity of the BOE, the School Reform Commission ("SRC"), the School District, or any current or former BOE or SRC member or School District employee, or any of their current or former officers, employees, contractors or agents thereof. Dr. Watlington understands that the obligation under this Agreement not to use or disclose Confidential Information to others shall survive the termination of this Agreement and remain in effect until the date upon which the Confidential Information becomes publicly disclosed in a manner authorized by the BOE or otherwise becomes publicly known through lawful and legitimate means.

Section 11. Termination. This Agreement shall terminate prior to the expiration of the Term upon the occurrence of any one of the following events:

11.1 Death. In the event that Dr. Watlington dies during the term of employment, the School District shall pay his executors, legal representatives or administrators one twelfth (1/12) of the salary set forth in Section 5.1 hereof, and thereafter the School District shall have no further liability or obligation under the terms of this Agreement to his executors,

legal representatives, administrators, heirs or assigns or any other person claiming under or through Dr. Watlington; provided, however, that Dr. Watlington's estate or designated beneficiaries shall be entitled to receive: (a) the payments prescribed for such recipients under any death benefit plan which may be in effect for employees of the School District in which Dr. Watlington participated; and (b) any salary, reimbursements or other payments then due and owing. It is understood and agreed by the Parties that nothing in this provision shall be deemed to waive any protection provided to Dr. Watlington by any workers' compensation statute or other law requiring provision of a safe workplace.

11.2 Cause. The School District may terminate this Agreement at any time for "Cause." "Cause" for termination shall mean: (1) neglect of duty, incompetence, intemperance, and immorality as each is defined by Chapter 237 of the Pennsylvania Code; (2) the Superintendent, in carrying out his duties, engages in conduct that constitutes gross negligence or willful misconduct; (3) the Superintendent fails to reasonably perform the responsibilities of his position; or (4) the Superintendent engages in misconduct that causes material harm to the reputation of the School District. In the event of termination pursuant to this Section 11.2, the School District shall be required to pay Dr. Watlington any salary, reimbursements, other payments and benefits due and owing through the effective date of termination, but he shall not be entitled to receive any further salary payments, contributions or other benefits set forth in Sections 5 or 8 accruing after the effective date of termination.

11.3 Without Cause. The BOE, upon a majority vote of its members, may at its option unilaterally terminate this Agreement without cause by giving the Superintendent at least ninety (90) days' written notice of unilateral termination. In the event the BOE exercises this option, Dr. Watlington shall be paid salary as set forth in Section 5.1, and benefits as set forth in Sections 8.3 and 8.4 for a period of nine (9) months. Should the BOE exercise this option when there is less than one (1) year remaining on the Term of this Agreement, Dr. Watlington shall receive salary as set forth in Section 5.1 and benefits as set forth in Sections 8.3 and 8.4 for the time remaining on the Term or nine (9) months, whichever is less. The Parties agree to provide mutual general releases effective the date of termination.

11.4 Termination by Dr. Watlington. Dr. Watlington may at his option unilaterally terminate this Agreement by giving the BOE at least ninety (90) days' written notice of unilateral termination. In the event of such termination, Dr. Watlington shall not be entitled to receive any further salary payments, contributions or other benefits set forth in Sections 5 or 8 accruing after the effective date of termination.

11.5 Termination by Mutual Agreement. The Parties may terminate this Agreement at any time by mutual agreement.

Section 12. Decision Not to Renew. This Agreement shall terminate at the end of any Term if the BOE or Dr. Watlington decide not to seek to renew it prior to the end of the Term, and either Party provides the other Party with at least ninety (90) days' written notice of this decision. Should either Party exercise this option, Dr. Watlington shall receive his salary as set forth in Section 5.1 and benefits as set forth in Section 8.3 for the time remaining on the Term. Dr. Watlington shall receive a pro-rated portion of the retirement benefits set forth in Section 8.4.

Section 13. Disability. In the event that Dr. Watlington becomes disabled by reason of illness, injury or incapacity and is unable to pursue his duties and responsibilities with or without a reasonable accommodation, hereunder to the full extent required by the BOE on behalf of the School District, for up to twelve consecutive months he shall continue during this period to be compensated as provided in Sections 5 and 8 hereof. Thereafter, this Agreement may be terminated by the School District, and the School District shall have no further liability or obligation to Dr. Watlington for compensation hereunder; provided, however, that Dr. Watlington will be entitled to receive: (a) the payments prescribed under any disability benefit plan which may be in effect for employees of the School District at the level of Director and above; and (b) any salary, reimbursements or other payments then due and owing. Dr. Watlington agrees, in the event of any dispute under this Section, to submit to a physical examination by a licensed physician mutually agreeable to him and the BOE. It is understood that nothing in this Section shall constitute a waiver of any rights which Dr. Watlington may have under applicable workers' compensation laws, provisions of the American with Disabilities Act ("ADA"), or provisions of state statutes of similar effect.

Section 14. Indemnification. The BOE represents and warrants to Dr. Watlington that the BOE adopted Resolution E-2 dated April 17, 2002 attached as "**Exhibit B**," and that the terms of such resolution apply to Dr. Watlington.

Section 15. Miscellaneous.

15.1 Survival. Notwithstanding the termination or expiration of this Agreement for any reason, Dr. Watlington's obligations under Section 10 hereof shall survive and remain in full force and effect for the periods therein provided.

15.2 Governing Law. This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania without giving effect to its choice-of-law rules.

15.3 Notices. Any and all notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand delivered or mailed by registered, certified mail, or electronic mail as follows (provided that notice of change of address shall be deemed given only when received):

If to the School District, to	The School District of Philadelphia Board of Education 440 North Broad Street Philadelphia, PA 19130 Attention: Board President jsw@philasd.org
With a copy to:	The School District of Philadelphia Office of General Counsel

440 North Broad Street, Suite 313
Philadelphia, PA 19130
Attention: General Counsel
lrauch@philasd.org

If to Dr. Watlington, to:

The School District of Philadelphia
Office of the Superintendent
440 North Broad Street, Suite 313
Philadelphia, PA 19130
Attention: Dr. Tony Watlington

With a copy to:

Maree Sneed, Esquire
MareeSneed@comcast.net

or to such other names or addresses as the School District or Dr. Watlington, as the case may be, shall designate by notice to each other person entitled to receive notices in the manner specified in this Section.

15.4 Contents of Agreement; Amendments. This Agreement sets forth the entire understanding between the Parties hereto with respect to the subject matter hereof and cannot be changed, modified, extended or terminated except upon written amendment approved by the BOE on behalf of the School District and Dr. Watlington.

15.5 Assignment. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, executors, administrators, legal representatives, successors and assigns of the Parties hereto, except that the duties and responsibilities of Dr. Watlington hereunder are of a personal nature and shall not be assignable in whole or in part by Dr. Watlington.

15.6 Severability. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction.

15.7 Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

THE SCHOOL DISTRICT OF PHILADELPHIA	**APPROVED AS TO FORM:**
By:_____	_____
Joyce Wilkerson	Lynn Rauch, Esq.
Board President, Board of Education	General Counsel
	WITNESS:
Tony B. Watlington, Sr.	_____
Dr. Tony Watlington, Sr.	Name:
Dated: April 1, 2022	Dated:_____

EXHIBIT A

THE SCHOOL DISTRICT OF PHILADELPHIA

Welcome to the School District of Philadelphia

Benefits and Retirement Overview*

For

NON-REPRESENTED EMPLOYEES

Inside you will find a summary overview of the benefits for which you are eligible as a **SDP NON-REPRESENTED employee.**
Please visit our website often for updates, forms, and notifications.

Benefits Office, Suite G-10
Phone: 215-400-4630
Fax: 215-400-4631
Email: benefits@philasd.org

Retirement Office, Suite G-8
Phone: 215-400-4680
Fax: 215-400-4681
Email: retirement@philasd.org

Office Hours: Monday-Friday, 9am-5pm.

Revised 11/2021
*This overview is for informational purposes only and is subject to change at the School District of Philadelphia's discretion.

Medical Health Plans

As a Non-Represented employee, you may enroll in Keystone HMO 15, Modified 320 Personal Choice or the 20/30/70% Personal Choice plan. All medical plans have a bi-weekly premium in which the cost depends on which plan is chosen and if dependents will be added. Medical plans summaries are available at https://www.ibx.com/htdocs/custom/sdp/index.html. Rates are subject to change July 1. Please refer to the Benefits website, https://www.philasd.org/benefits for the most up to date information.

Tier Level	Keystone 15 Per Pay Contribution	Modified PC 320 Per Pay Contribution	PC 20/30/70% Per Pay Contribution
Single	$12.79	$20.39	$55.79
Employee & Child	$17.91	$28.55	$78.11
Employee & Children	$23.03	$36.71	$100.43
Employee & Spouse or Life Partner	$25.59	$40.79	$111.58
Employee & Spouse or Life Partner Surcharge ($40 per pay)	$65.59	$80.79	$151.58
Family	$38.39	$61.18	$167.38
Family with Spouse or Life Partner Surcharge ($40 per pay)	$78.39	$101.18	$207.38

Spousal Surcharge

Non-Represented employees who cover a spouse or life partner on their medical coverage incur a $40 per pay surcharge if their spouse or life partner is eligible for medical coverage through his/her employer. The surcharge is waived if the spouse/life partner is either **not** eligible for medical coverage through his/her own employer or the spouse/life partner is also a SDP employee. All employees enrolling a spouse/life partner must complete the letter of attestation on page 2 of the health application. You are obligated to notify the Benefits Office within 30 days if your spouse or life partner's eligibility were to change.

Dental, Vision and Prescription Plans

Non-Represented School District of Philadelphia employees receive dental (Cigna Dental), optical (Independence Blue Cross), and prescription drug coverage (Independence Blue Cross Select Drug Program), all of which are provided at no cost to the employee.

Dental Insurance

Cigna Dental Total DPPO Plan: This benefit is provided at no cost to the employee. With most plans, you pay a percentage of the cost for a procedure and your insurer pays a percentage. Using a network provider maximizes your benefit. How these percentages are determined depends on the types of dental services covered:

- *Coverage Limits:* There is an annual deductible and coverage maximum for dental. The annual deductible is $25.00 for the individual and $75.00 for a family. The coverage maximum is $2,000.00 per plan year. There is also a Lifetime orthodontic maximum of $1,200.00 per person. *Cleaning services are not subject to a deductible*
- *Diagnostic & preventive*: This includes routine cleanings and exams. Services such as x-rays, sealants and fluoride treatments may be considered either preventive or basic. The plan usually pays 100% of the cost for these procedures.

- *Basic*: Repair of fillings, crowns, inlays and simple extractions. Our plan pays up to 100% of these costs if you use a participating provider.
- *Major:* Root canals, crowns, bridges, surgery, implants and dentures are procedures that most dental insurers consider major. Our plans pay up to 80% of the costs for root canals and crowns. Bridges and dentures however, are covered up to 60%. You are responsible for the remainder of the bill
- *Orthodontics:* Diagnostic, active and retention treatment is covered up to 50%. You are responsible for the remainder of the bill.

Vision Insurance

This benefit is provided at no cost to the employee. The Independence Blue Cross $100 Vision program is administered by Davis Vision. Members have access to comprehensive benefits, including routine eye care, a bi-annual ophthalmologist visit, frames and lenses. Benefits are maximized by using Davis Vision Providers that are conveniently located throughout the area. Paid-in-full benefits for eyeglasses with standard lenses are possible when you choose from a select grouping known as the Davis Collection of Frames.

Benefits of Vision Rider Program:

- Eye exam, including refraction, glaucoma screenings, and dilation, as professionally indicated, is covered.
- Eyeglasses, including spectacle lenses and frames at non-participating providers. Maximum benefit of $100.
- **Contact lenses** (in lieu of eyeglasses) including standard, specialty and disposable lenses, evaluation and fitting. Maximum benefit of $100.

Value-added Services:

- In addition to comprehensive benefits, members with IBC's Davis Vision Rider and Eyewear Benefit can take advantage of the following value-added services:
- **Warranty** – An unconditional one-year breakage warranty to repair or replace frames or lenses purchased at a participating provider for a period of one year. This warranty applies to all spectacle lenses, Davis Vision Collection of Frames and regional/national retailer frames, when the Collection is not available.
- **Replacement Contact Lenses -** Through Lens 123, a free mail order program, members may receive replacement contact lenses offered at guaranteed, discounted prices.
- **Laser Vision Correction Services -** Discount on Laser Vision Correction Services at Davis Vision Participating Laser Vision Correction Providers: Up to 25% off the participating provider's usual and customary fees or 5% off any participating provider's advertised specials, whichever is less.
- **Additional Eyewear Discount -** Members selecting non-covered materials (i.e., second pair of eyeglasses, sunglasses, etc.) will receive up to a 20% courtesy discount and up to a 10% discount on disposable contacts at most participating providers.

Prescription Insurance

This benefit is provided at no cost to the employee. The Select Drug Program is provided through Independence Blue Cross and is administered by FutureScripts. It is a comprehensive benefit that provides coverage for prescription drugs when prescribed by a licensed, practicing physician. The Select Drug Program is based on an incentive formulary that includes all generic drugs and a defined list of brand drugs that have been evaluated for their medical effectiveness, positive results, and value.

Retail Pharmacy

Prescriptions are covered at participating pharmacies with the following member copayment:

$10.00 Copayment	$15.00 Copayment	$25.00 Copayment

Mail Order Pharmacy
Prescriptions are covered through mail-order with the following member copayment:

1-90-day supply cost	$10.00 Co-pay	$15.00 Co-pay	$25.00 Co-pay

Other Information:
Out of Network Reimbursement is available at 30% of the retail cost for the total amount dispensed. The member must submit a form for reimbursement.

Life Events
A life event that impacts either you or a dependent(s)'s eligibility must be reported by submitting both a medical insurance application and proof of the life event within **thirty (30) calendar days of the life event** to the SDP Benefits Department. If these documents are not submitted to the Benefits office within 30 calendar days of the life event, the requested change(s) to add a dependent or change coverage will not be processed. All employees are required to notify the Benefits office when a dependent ceases to be eligible for coverage. Failure to *remove* an **ineligible** dependent in a timely manner may result in charges for premiums and claims incurred by the ineligible dependent. You also have the opportunity to submit changes during the annual Open Enrollment period in May with changes effective July 1 without a qualifying life event.

Life events include but are not limited to:
- Marriage or divorce of the employee
- An enrolled family member dies
- Loss of alternative health coverage for yourself or potential dependent
- Birth or adoption of a child by the employee
- Termination or commencement of employment of the employee's spouse
- The employee or spouse/partner has a significant change in employment status (e.g. part-time to full-time or vice versa, spouse gains employment)

Open Enrollment

Open Enrollment occurs annually in May. Any changes to medical coverage or dependents may be made during this time. Applications are accepted for the full month of May for a July 1 effective date. Please check your school district email daily as the benefits department may send emails requesting pertinent information regarding you or your dependent(s)' medical coverage that may not be accepted after the close of Open Enrollment.

Life Insurance

As an SDP Non-Represented employee, you are entitled to a term life insurance policy. You are entitled to a basic $20,000 term life insurance policy in addition to a supplemental $25,000, for a total of $45,000, through The Hartford Life Insurance Company (formerly Aetna US Healthcare) at no cost to you. You are not required to undergo a medical examination if you enroll within the first 30 days of your employment. However, if after such time you wish to elect life insurance or increase your coverage amount, you must wait until the annual Open Enrollment period. All life insurance coverage becomes effective on the first day of the month following the date of hire.

If you pass away during active service at the District, your beneficiary(ies) receive the full benefit, pending Hartford's approval. If you have not designated a beneficiary(ies), the full benefit is assigned to your next of kin. Original, signed Beneficiary forms must be submitted in person or by mail.

All employees, who leave active service (retired or otherwise), have 31 days to convert all or part of the non-paid-up portion ($2,000 in the case of eligible retirees) of their active policies to a self-billing policy directly with The Hartford Life Insurance Company. All Life Insurance forms can be found on our website.

Supplemental Term Life Insurance

In addition to the benefits we currently offer, you have the option to purchase additional term life insurance through convenient payroll deductions. The Hartford Supplemental Term Life Insurance plan offered on a guaranteed issue basis up to $150,000 without proof of good health within 30 days of hire. A professional advisor from Benefit Harbor is available to assist with the enrollment process. The advisors ensure that you have a complete understanding of coverage and various features available to you.

If you want to enroll, call Benefit Harbor at 1-888-391-3841 and a counselor will guide you through the enrollment process. The call center hours are Mondays through Thursdays from 9:00 AM to 6:00 PM, and Fridays from 9:00 AM to 5:00 PM. You also have an option to enroll online at https://www.memberbenefitlogin.com/ees/psd.html

Wage Continuation (Salary Continuation)

As a Non-Represented employee of the SDP, you may purchase Wage Continuation coverage to protect yourself from sustained salary loss due to an **approved** health related absence that extends beyond your sick time. **During your initial eligibility as a new hire, you have a 30-day window from your start date, to enroll or waive Wage Continuation coverage**. Existing employees beginning a new benefits eligible position have a 30-day window to enroll or waive this benefit. **After the conclusion of 30 days from your start date as a new hire or existing employee in a new position, you may only enroll or cancel coverage during the annual Open Enrollment period held May 1** to **May 31 effective July 1.**

Should you elect Wage Continuation coverage**,** as a new hire, you are not eligible to utilize the program and are not charged deductions until the first of the month following the conclusion of 90 days of service. If you have worked for more than 90 days and switch to a new position and would like to enroll, if approved, Wage Continuation would be effective the first of the month following the start of the new position.

Should you need to utilize the wage continuation, you must have an approved health related absence, and will be required to exhaust all banked personal illness days, and at the conclusion of a short waiting period, you will be compensated a daily amount consistent with 75 percent of your salary for up to 26 weeks, pursuant to the Health Services department's approval.

The cost of this indemnity program is dependent upon your amount of accumulated sick leave, number of years of service, and salary. If you have used sick days prior to approved enrollment in Wage Continuation, the rate at which you are charged will be based upon the number of sick days banked at the time.

The premium rates for this plan are as follows:

Wage Continuation Premium Rates		
Accumulated Sick Leave	Total Annual Waiting Period	Bi-weekly deduction per $100 grossed
Less than 10 days	7 work days	$2.95
10 but less than 30 days	6 work days	$2.10
30 but less than 60 days	5 work days	$0.31
60 but less than 90 days	4 work days	$0.00
90 but less than 120 days	3 work days	$0.00
120 but less than 150 days	2 work days	$0.00
150 but less than 180 days	1 work days	$0.00
Greater than 180 days	0 work days	$0.00

Example: Based on an annual salary of $45,000 the deduction would be approximately $36.35 per paycheck at the $2.10 rate for an employee who has 10 personal illness days in their bank. If any sick days are used during the 90-day waiting period, the associated deduction will be approximately $51.06 per paycheck at the $2.95 rate.

Formula	Biweekly Gross pay (before taxes)	÷	100	×	Rate listed in the chart above	=	Total biweekly premium
Less than 10 days	$2,200.00	÷	100	×	$2.95	=	$64.90 per pay
10 but less than 30 days	$2,200.00	÷	100	×	$2.10	=	$46.20 per pay
30 or more days	$2,200.00	÷	100	×	$0.31	=	$6.82 per pay

Please note: Enrollment in the Wage Continuation program does not guarantee eligibility of use. You must be approved by the Health Services Department for use of this program. Wage Continuation deductions are not refundable if cancelled, or not used, or upon separation from the District.

Employees may only cancel or enroll in Wage Continuation coverage during the annual Open Enrollment period.

Non-Represented Directors: Non-Represented Directors do **not** qualify for Wage Continuation, as they are eligible for one-year sick leave at 100% pay at no employee payroll cost.

403(b) and 457(b) Retirement Savings Plans

A 403(b) or 457(b) plan are voluntary retirement plans offered to employees of the School District of Philadelphia. At any time during your employment, you may contribute a portion of your salary on a pre-tax (traditional) or an after-tax (Roth) basis to an authorized SDP program-participating carrier.

All contributions are made by employees; there is no employer match or contribution to either 403(b) or 457(b) plan. While you are an active employee, you may be eligible to withdraw from these accounts per the rules of section 403(b) and 457(b) of the IRS Code and the School District of Philadelphia Plan Documents.

CONTACT INFORMATION

Please contact any of these agents directly to determine which plan best meets your financial needs and to begin the enrollment process. The carrier of your choice will assist you with the necessary forms.

The **approved** providers for the School District's 403(b) and 457(b) Plans are:

AIG Retirement Services	(877) 889-1589
EQUITABLE Advisors (formerly AXA)	1-800-628-6673
Lincoln Investment Planning	800-242-1421 extension 1434

More information on the program, the benefits of participating and a comparison of the programs can be found on our website, http://philasd.org/benefits.

Flexible Spending Accounts

Flexible Spending Accounts (FSAs) allow you to set aside money on a pre-tax basis through payroll deductions to pay for eligible health care, dependent care, and / or commuter/parking expenses. This provides a tax break to cover out-of-pocket health and dependent care expenses. When employees purchase benefits on a pre-tax basis, their compensation is reduced for purposes of calculating wages subject to federal and F.I.C.A. taxes and, in most

states, state income tax. For residents of Pennsylvania, state taxes are saved on Health Care FSA elections, but not Dependent Care FSA elections.

The "Use It or Lose It" Rule:
If you do not use all the money you have contributed to any FSA account, you will lose any remaining balance in the account at the end of the eligible claims period. This rule exists under the IRS guidelines for tax-advantaged plans; **it applies to the medical and dependent care FSA only.** The plan year runs from January 1 through December 31. You have a two-and-a-half-month grace period to use all deposited contributions. In summary, you have until March 15 of the next year to use up your balance from the previous year.

If you resign, retire or separate from the District any time during the year, you have 90 days to submit any claims from the beginning of the plan year to your separation date. Below are the tax-advantaged FSA accounts we offer through **Baker Tilly Vantegen**, our third-party administrator. You may elect to enroll in the flexible spending programs (Parking, Transit, Dependent, and/or Medical). You will be able to complete your enrollment beginning the second week of your employment by logging on to www.philasdflexbenefits.com to begin the enrollment process. Enrollment in Medical and Dependent Care must be completed within the first 90 days of employment or you will need to wait until the annual open enrollment in November.

Enrollment:

Enrollment is different for each program:

- Employees may enroll for the Commuter Reimbursement Accounts at any time throughout the year.
- The Dependent Care and Medical Flexible Spending Accounts become effective to newly hired employees after 90 days of service. You must complete your enrollment at http://www.philasdflexbenefits.com within 90 days of date of hire.
- Employees can enroll during the annual Open Enrollment period in November for a January 1 effective date.

Elections are made based on the calendar year (January through December) and are deducted from all paychecks during the year, with the exception that parking and transit are not taken in the last pay of three pay months, Medical and Dependent Care elections cannot be changed throughout the year.

Medical Flexible Spending

Account (FSA)

Also known as Health FSA, you can use your pre-tax contributions to pay for eligible health care costs such as:

- medical and dental out-of-pocket expenses and co-pays
- eye exams, contact lenses/solutions and glasses
- prescription drugs
- orthodontia and dental care
- medical devices such as hearing aids and diabetic testing supplies

Please be aware that if you pay for a service in full and later receive a reimbursement from the insurer, only the out-of-pocket expense is eligible for the FSA reimbursement. *Example: You visit the dentist and pay for the full charge of $150. Your dental carrier then sends you a reimbursement check for $100. You may only claim the $50 of out of pocket expense. Contact Employee Benefits Center at 1-800-307-0230 between 8:30AM – 5:30PM EST Monday through Friday if you need to make an adjustment.*

Dependent Care Account (DCA)

A DCA allows you to get reimbursed for eligible child care expenses that enable you and your spouse to be employed. Typical eligible expenses are:

- The costs of babysitter, daycare, after-school care, Pre-K program, and day camp for dependents **under** 13 years old, must be your dependent under federal tax rules.
- Services must be for the physical care of the child, not for education, meals, etc.
- Expenses for overnight camps and kindergarten are **not** eligible for reimbursement.

Commuter and Parking Reimbursement Accounts (CRA)

A CRA allows you to use pre-tax contributions to pay for eligible mass transit, parking, and van-pooling expenses.

- Transit Account – to be used for public transportation such as costs for SEPTA monthly passes, tokens, and regional rails. NOTE: the IRS does not permit manual claims for these benefits – you may only access this benefit by using your debit card.
- Parking Account – to be used for parking costs at or near your work location, or the parking costs at a train station where you get transportation to work.
- You have the ability to adjust future Transit or Parking contributions to avoid excess or shortage by completing election changes on the http://www.philasdflexbenefits.com site.
- You have to pay out of pocket (post tax) for any amount over the IRS monthly limits.

Contribution Limits:

The IRS sets a monthly reimbursement limit annually, please refer to the below for the current plan year and eligible expenses for each plan type.

Plan	Maximum Election Limits (as of 1/1/2022)	Examples of Eligible Expenses
Medical	$2,800 Annually	Copays for office visits and prescriptions, deductibles, amounts above plan limits, eye exams and glasses, contact lenses, orthodontia, not covered medical and dental expenses
Dependent Care	$5,000 annually	Day care, day camp, preschool, pre-kindergarten
Transit CRA	$280 per month	Subway or bus passes, van or car-pooling costs
Parking CRA	$280 per month	Parking expenses incurred to park your vehicle near your employer or near mass transit/commuter facilities

Visit www.philasdflexbenefits.com for more information about the FSA plans, and a list of eligible expenses, and forms.

Additional Benefits Information

Voluntary Benefits

The School District of Philadelphia has partnered with Winston Benefits to offer the following voluntary benefits:

- ○ Whole Life
- ○ Accident
- ○ Critical Illness
- ○ Pet Insurance
- ○ Identity Theft
- ○ Legal

These benefits are optional but you may find that they are appropriate to address your needs. There are no changes to your core benefits, and electing these benefits has no impact on those enrollments. To enroll in these voluntary benefits log onto https://sso.philasd.org/cas/login and click on the Winston Icon.

Please keep in mind that as a new hire, you must enroll within 30 days of your date of hire. If you do not enroll during your new hire window, you must wait until the next Open Enrollment period to elect your benefits.

For more information, visit our website https://www.philasd.org/benefits/voluntary-benefits/

Tuition Discounts

The School District of Philadelphia has collaborated with several educational institutions to offer tuition discounts to District employees and their families:

Drexel Online
Holy Family University
Peirce College

Unfortunately, the District does not offer tuition reimbursement at this time. You may be able to receive loan forgiveness under the Public Service Loan Forgiveness program. Visit https://studentaid.ed.gov/sa/repay-loans/forgiveness-cancellation/public-service.

Visit https://www.philasd.org/benefits/home/tuition-discounts-and-educational-partners/ for the most up to date information.

Guidance Resources

We are pleased to offer all employees and their families' access to support through the ComPsych Guidance Resources. There is no cost to employees or their families and all information is confidential. No personally identifiable information is sent to the District. This support is designed to assist employees and their families in resolving personal problems (e.g., marital, financial or emotional problems; family issues; substance/alcohol abuse).

On the web: https://www.guidanceresources.com
Web ID: SDP

By phone: 833-812-5180
TDD: 800.697.0353

Leave Policy

As an employee of the SDP, you are entitled to leave for personal reasons (personal leave), personal illness and for vacation consistent with the following:

Personal Leave Days: If you begin SDP employment at the beginning of the school year, you will receive **three (3) days per year** for emergencies and for matters that cannot be accomplished during non-working hours. You will receive a prorated number of days if you begin employment after the beginning of the school year. The prorated amount will not exceed 3 days. At the beginning of the following school year after your original appointment, you will receive 3 full personal days.

Personal leave cannot be accumulated for use in another year. If you do not exhaust your personal days by the end of the school year, the unused time is placed in a frozen personal leave bank, which you will be unable to utilize. If, however, a 10-month employee has accumulated 30 days or more in his or her personal leave bank, he or she is permitted to use up to a maximum of 2 additional personal leave days from that bank per year. There is no limit on the number of personal days you can accumulate over the course of your SDP service.

*****Upon your separation from SDP employment, you will receive 50% compensation for all unused personal leave time, subject to a post-employment audit.*****

Personal Illness Days: If you begin SDP employment at the beginning of the school year, you receive **ten (10) days per year** for personal illness. You receive a prorated number of days for your first year if you begin employment after the start of the school year. The prorated amount will not exceed 10 days. At the beginning of the following school year after your original appointment, you receive 10 full personal illness days. Personal illness days can accumulate as days not used in prior school years may be used in the future. There is no limit on the number of personal illness days you may accumulate.

Non-Represented Directors do **not** receive personal illness accrual, as they are eligible for one-year sick leave at 100% pay at no cost.

****Upon your separation from SDP employment, you will receive 25% compensation for all unused personal illness time, subject to a post-employment audit.****

Vacation Days: Appointed 12-month SDP employees accrue vacation days on a monthly basis. ***10-month employees do not accrue vacation time; however, they are not required to work during winter, spring or summer breaks when schools are closed.***

Vacation leave is accrued during the pay covering the 15th calendar day of the month.

Eligible employees accrue vacation leave in accordance with the following schedule:

Length of Uninterrupted service to July 1	Vacation Days	Monthly Accrual	Vacation Bank Maximum
Appointed January 1 through April 30	5	.83	10
Six Months to Four Years	10	.83	20
Four Years to Eight Years	15	1.25	30
Eight Years to Fifteen Years	20	1.67	40
Over Fifteen Years	22	1.83	44

Employees in a Non-Represented management position (job grade 4025 and above) receive a monthly accrual of 1.83 days.

Vacation leave is accrued during the pay covering the 15th calendar day of the month.

SDP employees may accumulate no more unused vacation days than an amount equal to twice their yearly allocation. Once you accumulate such an amount, you are not permitted to accrue additional days that would exceed that amount.

Upon your separation from SDP employment, you will receive 50% compensation for all unused vacation leave time, subject to a post-employment audit.

For employees entering a non-represented position on or after 7/1/2014, the value of a leave day (vacation and personal days) shall be one half of their daily rate.*

You can view your leave balance through the Employee Payroll Information application or by checking your paycheck. Your School District of Philadelphia email name and password are used for access. If you do not know the name and password, call the Technology Help Desk at (215) 400-5555 for assistance. Please note that the balances shown are all subject to a post separation audit. Your paycheck references this.

From the School District of Philadelphia main website (http://www.philasd.org) go to the Employee Portal. In the Employee section, enter your email name and password. Your email user name should exclude the "@philasd.org" designation.

Launch the “Payroll Information” application. Enter the last four digits of your social security number when prompted. You can then select Leave Balances tab.



Public School Employees' Retirement System (PSERS)-Mandatory Pension Plan

PSERS is one of the largest public pension plans in the nation. Participation in this benefit is **mandatory**. This defined benefit plan guarantees you a monthly lifetime benefit based on your age, final average salary and the number of credited service years after you reach a certain combination of age and/or service, provided you are vested.

Beginning July 1, 2019, employees who are members of PSERS will default into a hybrid retirement, pre-tax contribution plan called class T-G, if you are contributing to PSERS **and** hired for the first time on or after 7/1/2019. The hybrid plan consists of a defined benefit (DB) pension plan with PSERS and a 401(a) defined contribution plan (DC) with Voya Financial. You will have the option to switch to one of two other plans, a Class T-H, which is also a hybrid plan, or Class DC plan, which would be contributions to Voya only. **Switching plans is irrevocable**. More information is explained below.

PSERS Membership

When you become a new member of PSERS, you will receive a *Welcome Packet*. The *Welcome Packet* will include reference to creating a Member Self Service (MSS) account to access the *Active Member Handbook*, a *Nomination of Beneficiaries* (PSRS-187) form, and an *Application for Multiple Service Membership* (PSRS-1259). If applicable, you will also receive a *Class T-H and DC Election Packet*.

PSERS is a defined benefit retirement plan, which means your retirement benefit is determined by a defined formula. PSERS' basic formula to calculate retirement benefits is based on a pension multiplier, your credited years of service, and your final average salary.

All full-time and part-time salaried employees are members of PSERS from day one of employment and must make retirement contributions. "Full-time," for retirement purposes, is defined as employees who work 5 or more hours a day, 5 days a week or its equivalent (25 or more hours a week).

Part- time hourly and part-time per diem employees must meet minimum service requirements to qualify for PSERS membership (500 hours for hourly workers and 80 days for per diem workers in one school year). If you fall under this category, you may waive membership in PSERS and can only do so through the Member Self Service (MSS) account outlined in your welcome packet. The requirement to waive is detailed in the welcome packet and in MSS. Part-time hourly and per-diem employees who wish to waive must do so within 90 days of hire. If you attain membership by working the hours or days listed above, you will be required to contribute towards PSERS and Voya even if membership was waived prior. If you choose to contribute towards your pension, you will not contribute to a 401(a) with Voya until PSERS membership has been attained. If you do not meet the threshold for membership prior to the school year ending, you will receive a reimbursement of your contributions from PSERS. If you attain membership within the school year, you will see contributions towards your 401(a) with Voya deducted unless you opt to switch to the defined contribution only plan.

NOTE: If you are currently a PSERS retiree, your monthly benefit will stop upon re-employment unless you are hired under emergency or extracurricular employment (the provisions of Act 2004-63).

Voya Financial

Voya is one of the largest Defined Contribution record keepers in the country with 6,000 employees throughout the U.S. and 47,000 employer retirement plans to more than 4.5 million plan participants.

Membership Class of Service

The law governing PSERS sets the terms of membership classes as a Voya participant. Your membership class is determined by the date you become a member of PSERS or if you change your class election. The investment lineup for the 401(a) plan can be found on PSERS' website here: https://www.psers.pa.gov/Employers/Pages/403(b)-Updates-and-Clarifications.aspx

Contributions

Employee contribution rates are based on a member's date of hire and class of service and are set by law. The rates are a based on a combined hybrid plan where contributions go to both a PSERS and Voya account or an account that goes only to Voya.

Effective July 1, 2021, the contribution rate for each class is below:

Membership Class	DB Member Contributions (PSERS)	DC Member Contributions (VOYA)	Total Contribution
Class T-G (default)*	**6.25%**	**2.75%**	**9.00%**
Class T-H	5.25%	3.00%	8.25%
Class DC	0.00%	7.50%	7.50%

*Part time hourly and part time per diem employees will default to class T-G only contributing to a PSERS account at 6.25% of gross salary

Each class has a "shared risk" provision that could cause the total contribution levels to fluctuate 3.00% in increments of .75% for the DC plan. With a "shared risk" program, you benefit when investments of the fund perform well and share some of the risk when investments underperform. The employee contribution rate may not go below the above listed base rates.

Purchase of Service

Purchasing service credit is when you add additional service to your PSERS account by paying contributions and interest for an eligible period that service and salary would have been reported, but was not. Please contact PSERS directly to check your eligibility to purchase service for the period you believe you did not receive credit.

Vesting will differ for both PSERS and Voya. Please contact PSERS and Voya individually or visit their websites to obtain more information about vesting and your vesting schedule.

The "Footprint" Rule

The "footprint rule" that was utilized in Act 120 of 2010 remains for current employees who leave and return. Therefore, **members who have pre-hybrid tier membership who leave and return to service will be re-enrolled in the class of service to which they belonged prior to the new plans effective 7/1/19.**

If you have former service credited with the Pennsylvania State Employees' Retirement System (SERS) for work performed for the Commonwealth of Pennsylvania (for example, Department of Public Welfare, Labor & Industry, Transportation, etc.), you may elect multiple service, which combines state and school service. You will receive an election form with the PSERS *Welcome Packet*. **You have only 365 days from the date of your enrollment letter to make your multiple service election.**

Keeping Your Data Current

Throughout the year, PSERS and Voya will send you important publications and notifications pertaining to your retirement account. For you to receive this information, you must ensure your demographic information is accurate and current. Please be sure to monitor your salary, service, and demographic information for accuracy. You may contact the Retirement Department if you notice any discrepancies.

Contacting PSERS: 1.888.773.7748. Hours of operation are each business day from 8:00 a.m. to 5:00 p.m. or you may also email ContactPSERS@pa.gov. Please visit psers.pa.gov for more, detailed information.

Contacting Voya: 1.833.432.6627. Hours of operation are each business day from 8:00 a.m. to 8:00 p.m. Please visit PSERSDCvoya.com for more, detailed information.

Resigning/Retiring

Upon your decision to resign/retire from the SDP, you must notify the Office of Talent by emailing the retirement/resignation form to separations@philasd.org. They are located on the 2nd Floor, Portal D in Suite 222 in the SDP's Central Office.

Continuation Coverage Rights Under COBRA

This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to receive it. When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

What is COBRA continuation coverage?
COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.
If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child."

When is COBRA continuation coverage available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

- The end of employment or reduction of hours of employment;
- Death of the employee; or
- The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

****For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to the SDP's COBRA third party Administrator, WEX (formerly Discovery Benefits).****

How is COBRA continuation coverage provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

Retirees with 30 or more years of service will also be entitled to continue medical health insurance under the Pennsylvania Law Acts 110/43 (COBRA) until age 65, after coverage is terminated by the District.

When the qualifying event is the end of employment or reduction of the employee's hour of employment, and the employee becomes entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare enrollment, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

Disability extension of 18-month period of COBRA continuation coverage

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Special Enrollment Notice

If you are declining enrollment for yourself and/or your dependents (including your spouse) because of other health insurance coverage, you may be able to enroll yourself and/or your dependents in this pay in the future, provided that you request enrollment within 30 days after your other coverage terminates. In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents, provided that you request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

Are there other coverage options besides COBRA Continuation Coverage?
Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

If you have questions
Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

Keep your Plan informed of address changes-To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Other information-All employees are covered by Independence Blue Cross Family of Companies. The monthly cost to continue coverage under these plans depends on the type of coverage and family status. Other available health insurance plans include dental, vision, and prescription coverage. Please note: if you are represented by the Philadelphia Federation of Teachers (PFT), Local 1201, or Local 634 bargaining units, you must purchase COBRA for dental, vision and prescription plans through the Health and Welfare Office of your respective union. Non-Represented, CASA, and SPAP employees should contact the District's Third-Party Administrator, WEX (formerly Discovery Benefits) directly (see below).

Plan contact information-It is not necessary to contact the School District at the time of your separation from employment for information on COBRA. A notification of the COBRA election will be mailed to the employee's home address by the District's Third-Party Administrator, WEX (formerly Discovery Benefits), prior to the termination of benefits. If notice is not received within a timely manner, please free to call WEX (formerly Discovery Benefits) for more information:

WEX (formerly Discovery Benefits)
P.O. Box 2079
Omaha, NE 68103
866-451-3399

EMPLOYEE RIGHTS
UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division

WH 1420 REV 04/16

New Health Insurance Marketplace Coverage Options and Your Health Coverage

Form Approved OMB No. 1210-0149

PART A: General Information

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment-based health coverage offered by your employer.

What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution -as well as your employee contribution to employer-offered coverage- is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

How Can I Get More Information?

For more information about your coverage offered by your employer, please check your summary plan description or contact:

EMPLOYEE BENEFITS **www.philasd.org/benefits**

440 N. Broad Street-Suite G10, Philadelphia, PA 19130 **Phone: 215-400-4630**

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit HealthCare.gov for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

1 An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer Name **School District of Philadelphia (SDP)**		**4. Employer Identification Number (EIN)** **23-6004102**
5. Employer Address **Employee Benefits 440 North Broad St, Suite G10**		**6. Employer Phone Number** **215-400-4630**
7. City **Philadelphia**	**8. State** **PA**	**9. Zip Code** **19130**
10. Who can we contact about employee health coverage at this job? **EMPLOYEE BENEFITS**		
11. Phone Number (if different from above) **215-400-4630**	**12. Email Address** **Benefits@Philasd.org**	

Here is some basic information about health coverage offered by this employer:

• As your employer, we offer a health plan to:

☐ **All employees.**

☑ **Some employees. Eligible employees are: Determined pursuant to employee job classification and the Collective Bargaining Agreements in which the School District of Philadelphia participates.**

• With respect to dependents:

☑ **We do offer coverage. Eligible dependents are: As defined in the policies and Collective Bargaining Agreements referenced above.**

☐ **We do not offer coverage.**

☑ **If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.**

**** Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.**

If you decide to shop for coverage in the Marketplace, HealthCare.gov will guide you through the process.

EXPLANATION OF HEALTH INSURANCE MARKETPLACE NOTIFICATION

Effective January 1, 2014 the Affordable Care Act (also known as Healthcare Reform) requires all individuals to have health insurance or incur a financial penalty. To assist all individuals in purchasing this required insurance, Health Insurance Marketplaces are being put in place.

IMPORTANT PHONE NUMBERS

Office of Talent Switchboard	215-400-4600
Prospective Employees	215-400-4600 option 1
Current Employee Staffing	215-400-4600 option 2 Email: staffing@philasd.org
Employee Benefits Office	215-400-4630 Email: benefits@philasd.org
Retirement & Resignation – Office of Talent	215-400-4600 option 2 Email: separations@philasd.org
Unemployment Office	215-400-4140
Employee Health Services	215-400-4660 Email: employeehealth@philasd.org
Employee Records	215-400-4600 option 7 Email: employeerecords@philasd.org
Public School Employees' Retirement System (PSERS)	215-443-3495 or 1-888-773-7748 http://www.psers.pa.gov

EXHIBIT B

RESOLVED, That the General Counsel shall defend and the School District of Philadelphia shall indemnify and hold harmless Members of the Board of Education, Members of the School Reform Commission and officers and employees of the School District, whether or not currently appointed or employed by the School District, against and from any and all personal liability actions, causes of action, and any and all claims made against them whatever for acts performed within the scope of their appointment or employment.

April 17, 2002

Subject: Appointee, Officer and Employee Defense and Indemnity Resolution

Prepared by:

Andrew M. Rosen
Acting General Counsel

Date: 3/21/02