

THE SCHOOL DISTRICT OF PHILADELPHIA
SCHOOL REFORM COMMISSION
440 N. BROAD STREET, SUITE 313
PHILADELPHIA, PENNSYLVANIA 19130-4015

OFFICE OF GENERAL COUNSEL

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April 8, 2013

Via Electronic Transmission

Daralene Jones, Reporter
NBC 10 / WCAU-TV
10 Monument Road
Bala Cynwyd, PA 19004

RE: Open Records Request – dated February 27, 2013

Dear Ms. Jones:

I am writing this letter in response to your request, dated February 27, 2013, for certain information sought pursuant to the Commonwealth of Pennsylvania's Right-to-Know Law ("Act") that was submitted *via* electronic transmission and addressed to The School District of Philadelphia's ("School District") Open Records Officer.¹ More specifically, you requested the following documents and/or data:

... I am writing to request information on the following items for the fiscal year ending June 30, 2012:

1. The total cost of health insurance premiums for employees represented by the Philadelphia Federation of Teachers.
2. The total amount the School District contributed toward health insurance premiums for employees represented by the Philadelphia Federation of Teachers.
3. The total amount employees represented by the Philadelphia Federation of Teachers contributed toward health insurance premiums.
4. The total amount the School District contributed toward the "Health and Welfare Fund" outlined in the PFT contract, pg 41.
5. The total amount the School District contributed toward the "Legal Services Trust Fund" outlined in the PFT contract, pg 42.
6. The total amount the School District contributed toward the "Career Development Fund" outlined in the PFT contract, pg 43.
7. The total amount the School District contributed toward the "Wage Continuation Program" outlined in the PFT contract, pg 45-46.

¹ Given the extensive nature of your request and bona fide staffing limitations, the parties agreed to extend the initial five-day response period as required under the Act. Because this is a media request, the agency has chosen to waive most, if not all, legal defenses applicable to the production of some of the data you requested. With that said, there were still a number of items where the School District does not disaggregate the data as requested or cannot provide because of confidentiality laws. In these limited circumstances, appropriate notations are made.

8. The total amount the School District contributed toward the "School District of Philadelphia' Masters Degree Partnership Program" outlined in the PFT contract, pg 38.
9. The total amount the School District spent on termination pay for employees represented by the PFT.
10. The School District's leave policy for employees represented by the PFT.
11. The individual total numbers of paid sick, personal, vacation and professional leave days taken by employees represented by the PFT.
12. The total amount the School District paid to employees represented by the PFT for individual categories of leave days cited in [Item] [N]umber 9.
13. The total amount the School District spent on substitutes for employees represented by the PFT.
14. The total amount the School District paid (in either dollars or time or both) to employees represented by the PFT for lost preparation time.
15. The total amount the School District paid employees represented by the PFT for staff development.
16. The total cost of step increases for employees represented by the PFT.
17. The total cost of the 3 percent raise paid to employees represented by the PFT in 2010, and the total projected cost of the 3 percent raise for PFT employees slated for 2012.

For the reasons stated herein, your request is hereby DENIED in part and GRANTED in part.

As a general rule, "a public record, legislative record or financial record shall be accessible for inspection and duplication." See 65 P.S. §67.701. The right to public access and review of agency records is not absolute, however. For example, a public record does not include information that is exempt from disclosure under any other "Federal or State law or regulation or judicial order or decree" or is "protected by privilege" including the attorney-client privilege. See 65 P.S. §§67.102 and 305(a). More importantly, an agency is not required to create a record which does not currently exist or to compile, maintain, format or organize a record in a manner in which it does not currently compile, maintain, format or organize the record.² The School District, however, determined that it is in the public's best interest to promote transparency and disclosure of its records whenever possible. After engaging representatives of several offices and business units within the School District, the following information and/or documents were identified as being responsive to your request:

Item Nos. 1, 2 and 3 – Granted.

By way of background, the School District provides a variety of employee benefits, including medical and other health-related insurance coverage, negotiated through collective bargaining with each of its classes of employees and those afforded to non-represented employees through an outside provider – Independence Blue Cross. *Please note* that the coverage afforded to and premiums paid by the School District and eligibility for any particular employee benefit depends on, for example, which collective bargaining unit an employee belongs to, years of service to the agency, whether the collective bargaining unit administers the benefit itself, etc. Some of the benefits include medical coverage (by enrollment in either a Health Maintenance Organization ("HMO") or a Preferred Provider Organization ("PPO") plan, dental, vision and prescription plans, life insurance, wage continuation and retirement plans, and flexible spending accounts. A summary of programs, services, eligibility for and co-payments required of

² See 65 P.S. §67.705; *Please note* that this exemption may be tendered in response to a number of items contained in your request and is noted where appropriate.

each plan, and opt-out provisions are attached to this response for easy reference. In response to Item Nos. 1, 2 and 3, and for the Fiscal Year ending June 30, 2012, the School District's Benefits Office reports that health insurance claims and associated administrative, wellness and disease management costs and fees for employees represented by The Philadelphia Federation of Teachers ("PFT") was \$133,061,332 of which \$132,773,073 was paid by the agency while \$288,259 represent employee contributions toward the PPO plan.³ In addition, and for the Fiscal Year ending June 30, 2011, these costs and fees for employees represented by the PFT were \$129,370,693 of which \$129,123,246 was paid directly by the School District and \$247,446 represent employee contributions and for the Fiscal Year ending June 30, 2010, these costs were \$155,064,096 of which \$154,853,271 was paid by the agency and \$207,825 represent employee contributions.

Item No. 4 – Granted.

In accordance with provisions of collective bargaining agreements, there are a number of employee benefits that are administered by the bargaining unit itself. For example, and as documented by records provided in response to Item, Nos. 1, 2, and 3, dental, vision and prescription benefits are administered and offered by the PFT to its membership through its Health and Welfare Fund. For the Fiscal Year ending June 30, 2012, the School District would have been required to contribute a total of \$66,620,996 on behalf of all eligible members toward the PFT Health and Welfare Fund. Because of the School District's fiscal crisis, however, the parties agreed to a "Pay Holiday" or otherwise deferred the payment of \$58,000,000 of which \$30,000,000 is considered a gift to the agency and the School District would not be required to repay. The remaining \$28,000,000 is to be paid according to a payment schedule in subsequent fiscal years.⁴ Accordingly, the School District made payments totaling \$8,655,891 toward the PFT's Health and Welfare Fund for the Fiscal Year ending June 30, 2012.⁵

Item No. 5 – Granted.

As required by the collective bargaining agreement with the PFT effective September 1, 2009, and further extended by agreement of the parties until August 31, 2013, the School District is required to make a contribution to the PFT's Legal Services Trust Fund at a rate of \$155 per pay period on behalf of eligible members for a total of 20 bi-weekly pay periods during the school year. The purpose of this benefit is to provide eligible members with funds to cover the cost of personal legal services in accordance with and restricted by the limitations of a qualified group legal services plan administered by the PFT. For the Fiscal Years ending June 30, 2008, June 30, 2009, June 30, 2010, June 30, 2011 and June 30, 2012, the School District contributed the following amounts \$2,199,258, \$2,235,030, \$2,445,903, \$2,614,571 and \$2,309,785 toward this fund during the term of this collective bargaining agreement.

³ *Please note* that this information was extracted from various internal human resource and financial databases. There is no single record that documents this activity, however.

⁴ Pursuant to the payment schedule agreed to by the parties, a payment of \$7,000,000 was made on August 1, 2012, a payment of \$7,000,000 was made on November 1, 2012 and a payment of \$14,000,000 is due to be paid on August 5, 2013.

⁵ In addition, a payment of \$34,875.89 was paid on July 6, 2012 but booked in the Fiscal Year ending June 30, 2013.

Item No. 6 – Granted.

In addition to in-house professional development afforded to all employees of the agency, and to ensure the continuing education and re-certifications of all teachers, paraprofessionals, non-teaching assistants, secretaries, and others in career and technical and early childhood education, the School District budgets \$400,000 on an annual basis for tuition reimbursement assistance. On an individual basis, this amount is distributed at \$50 per college credit for a maximum of six credits in any one year or otherwise \$300 per eligible employee can be reimbursed provided that the employee submits all proper paperwork and a grade of B or better is attained. This is a fringe benefit, however, and its individual employee cost is included in the calculation of all employee benefits as mentioned above. More specifically, the School District attributes \$24.00 per eligible employee of the total per employee allocation made to the PFT. For the Fiscal Year ending June 30, 2012, this benefit cost the School District a total of \$86,390. In addition to this amount, the School District contributed a total of \$519,168 towards the attainment of Level I and Level II teaching certifications for the Fiscal Year ending June 30, 2012 on behalf of PFT members.

Item No. 7 – Granted in part.

The Wage Continuation Plan is an employee benefit that is afforded to all eligible employees of the School District, and is meant to insure against wage loss in the case of an illness, non-work related injury or other short-term disability which extends beyond an individual's available sick leave. The amount of an individual's contribution, and time afforded to an employee who so qualifies depends upon a number of factors, including the amount of accumulated sick leave, number of years of service to the agency and an employee's salary. A description of this benefit is attached hereto. For the Fiscal Years ending June 30, 2008, June 30, 2009, June 30, 2010, June 30, 2011 and June 30, 2012, the School District paid the following amounts in each year - \$4,993,551.83, \$5,314,116.51, \$6,073,359.44, \$6,025,933.47 and \$5,209,896.55 - for all eligible employees to cover the cost of this employee benefit totaling \$27,616,857.60 over the life of this current collective bargaining agreement.⁶

Item Nos. 8 – Granted.

As part of its five-year strategic plan, *Imagine 2014*, the School District embarked on an aggressive strategy to improve the quality of teachers in classrooms since data shows that teacher retention and effectiveness is directly aligned with student outcomes. Recognizing the critical importance of improving the overall quality of education afforded to its student body, the agency began to make targeted investments to support the growth and development of its professional teaching staff. In collaboration with the University of Pennsylvania ("University,") the School District provides for tuition reimbursement in connection with the attainment of a Master's Degree in Urban Education whose curriculum is tailored to the needs of chronically low performing schools. More specifically, and after a rigorous application process, eligible teachers are selected to participate in a Masters Degree Partnership Program where the employee, the School District and the University each pay a third of the cost of the tuition each year. On an individual basis, each participant can receive reimbursement of up to six credits per year at a rate

⁶ Please further note that although these costs represent the amounts paid for those represented by the PFT only, this benefit is not limited to PFT members, however.

of \$400 per credit for a maximum reimbursement amount of no more than \$2,400 per year. Employees must complete the program within five years of his or her acceptance and must commit to an assignment at a High Needs School for at least two years following degree attainment. Failure to fulfill these requirements results in action against the employee, i.e., reimbursement of the full tuition cost by the employee. For the Fiscal Year ending June 30, 2012, the School District paid a total of \$60,800 towards the Masters Degree Partnership Program.

Item No. 9 – Granted in part.

When an employee resigns, retires or his/her employment status is otherwise terminated, an employee is generally entitled to the payment of accrued and unused personal, sick, and vacation days and otherwise represents an employee's severance pay. Because of its sheer size, however, the School District is unable to disaggregate the amount of funds that represent "Termination Pay" by collective bargaining unit. Nonetheless, and for the Fiscal Year ending June 30, 2012, the School District paid a total of \$36,216,483 to eligible employees following separation of employment with the agency.⁷ It should be noted, however, that this number is not typical, and is slightly inflated as a result of staff reductions and early retirement incentives instituted by the School District to help close projected budget deficits. In a typical year, and for the Fiscal Year ending June 30, 2011, for example, the School District paid a total of \$15,834,847.

Item No. 10 – Granted.

Employees represented by the PFT earn "Leave Benefits" in accordance to the provisions of the collective bargaining agreement in effect at any given time. More specifically, "Leave Benefits" are detailed in Appendix E (pages 123-127) of the Collective Bargaining Agreement between the PFT and the School District covering the period September 1, 2009, and extended by agreement of the parties through August 31, 2013, a copy of which is attached for your convenience and easy reference.

Item Nos. 11 and 12 – Granted in part.

In response to these items, the School District is attaching a Leave Detail Report which shows the total number of absence days per type of leave and a Leave Pay Summary Report which places the costs associated with each type of leave both generated from extracting data within the agency's various human resource modules for members represented by the PFT. *Please note*, however, that the agency's data system is limited to only providing the union status as of the date of the report. Consequently, some of the days as reported may have occurred while an employee was in or enjoyed a different union or employee status at the time the absence occurred.

Item Nos. 13, 14, and 15 – Granted in part.

In response to Item Nos. 13, 14, and 15 of your request which seeks information that pertains to the costs associated with individual categories of leave days as referenced in Item Nos. 10, 11 and 12 as noted above, the School District extracted various data from the agency's human resource and financial modules in an attempt to capture information related to substitutes, lost preparation time, and in-house professional staff development for PFT members only. More

⁷ *Please further note* that employees terminated for intentional misconduct are not automatically entitled to receive termination pay, and any such payment in those cases is within the School District's sole discretion.

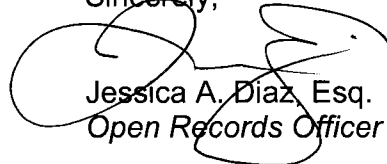
specifically, and for the Fiscal Year ending June 30, 2012, the School District spent \$20,069,058.41 on substitutes for employees represented by the PFT. *Please note* that “substitutes” are coded in the School District’s human resources module as “Per Diem” or hourly employees and are included in this category as captured by the report. As you can see from this report, this category is not exclusive, however, of any other class of employee and includes other employees besides academic substitute teachers, i.e., classroom assistants, secretaries and noon-time aides. In addition, the School District is providing a report generated by the Office of Talent Acquisition which captures the number of teachers at each school and the number of teacher absences per school for the 2011-2012 school year. Furthermore, and for the Fiscal Year ending June 30, 2012, the School District paid teachers a total of \$1,409,855 for lost preparation time in addition to approximately \$821,743 for 2,395 personal leave days that were added to employee leave banks.⁸ Lastly, the School District directly paid employees represented by the PFT \$2,243,806 for staff development for the Fiscal Year ending June 30, 2012.

Item Nos. 16 and 17 – Denied in part.

The School District is unable to disaggregate the costs associated with “step” increases from those representing three percent wage increases afforded to PFT members in accordance with its collective bargaining agreement for the Fiscal Year ending June 30, 2012 at this time since a large majority of these increases all occur at the same time or otherwise on the same date.⁹ Based on a budgeting model used to project costs, the three percent wage increase for PFT members for the Fiscal Year ending June 30, 2012 was projected to be \$14.4 million dollars and a “step” increase was projected at \$16.8M. Contractual wage increases under this current collective bargaining agreement, i.e., years 2008 through 2013, have averaged two to three percent in “step” increases and three percent wage increases for a total average of six % for each contract year per PFT member. There was no wage increase afforded to PFT members for this current fiscal year.

Should you require any assistance in understanding or clarification of the information provided to you, please do not hesitate to contact me. I thank you once again for your patience as we processed your request.

Sincerely,



Jessica A. Diaz, Esq.
Open Records Officer

Attachments

⁸ Pursuant to the terms of the current collective bargaining agreement, PFT members are generally entitled to one to two 45-minute prep periods per day. If asked to work during those times, however, the employee may exercise one of two options, i.e., direct pay for the lost prep time or earn personal leave time that is added to an employee’s leave bank and paid out upon separation of employment.

⁹ Given staff limitations and other agency priorities, this effort would need to be assigned to a representative in the Office of Information Technology and would require a manual reconciliation of *all* salary adjustments per employee.

**Attachments Responsive to
Item Nos. 1, 2 and 3**



Employee Benefits



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[440 N. Broad Street](#)

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[Retirement Department](#)

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[Philadelphia Federation](#)

[of Teachers \(PFT\)](#)

Programs & Services

What Are My Benefits?

School District of Philadelphia Benefit offerings

- *Medical Coverage*
 - **Available Programs:**
 - *Open Enrollment*
 - *Opt Out*
 - *Diabetic Supplies*
 - *Retiree Medicare Options*
 - *COBRA*
 - *Alternatives to COBRA*
- *Dental*
- *Optical & Rx*
- *Life Insurance*
- *Wage Continuation (Short-term Disability)*
- *403(b) & 457(b) Voluntary Retirement Plans*
- *TransitChecks*
- *Flexible Spending Accounts (FSA)*
- *Employee Assistance Program (EAP)*

Personal Choice

Summary of Benefits



School District of Philadelphia

Personal Choice, our popular Preferred Provider Organization (PPO), gives you freedom of choice by allowing you to choose your own doctors and hospitals. You can maximize your coverage by accessing your care through Personal Choice's network of hospitals, doctors and specialists, or by accessing care through preferred providers that participate in the Blue Card® PPO program. Of course, with Personal Choice, you have the freedom to select providers who do not participate in the Personal Choice network or BlueCard PPO program. However, if you receive services from out-of-network providers, you will have higher out-of-pocket costs and may have to submit your claim for reimbursement.

With Personal Choice...

- You do not need to enroll with a primary care physician
- You never need a referral

Benefit	In-network	Out-of-network
DEDUCTIBLE		
Individual	\$0	\$500
Family	\$0	\$1,000
AFTER DEDUCTIBLE, PLAN PAYS	100%	70%
OUT-OF-POCKET MAXIMUM		
Individual	None	\$3,000
Family	None	\$6,000
LIFETIME MAXIMUM	Unlimited	\$1 Million
DOCTOR'S OFFICE VISITS		
Primary care services	\$20 copayment	70%, after deductible
Specialist services	\$30 copayment	70%, after deductible
PREVENTIVE CARE FOR ADULTS AND CHILDREN	\$20 copayment	70%, after deductible
PEDIATRIC IMMUNIZATIONS	100% ²	70%, no deductible
ROUTINE GYNECOLOGICAL EXAM/PAP 1 per calendar year for women of any age ³	100%	70%, no deductible
MAMMOGRAM	100%	70%, no deductible
ASSISTED REPRODUCTIVE TECHNOLOGIES	100%	70%, no deductible

1 Out-of-network, nonparticipating providers may bill you for differences between the Plan allowance, which is the amount paid by Personal Choice, and the provider's actual charge. This amount may be significant. Claims payments for out-of-network professional providers (physicians) are based on IBC's own fee schedule. For services rendered by hospitals and other facility providers, the allowance may not refer to the actual amount paid by Personal Choice to the provider. Under Independence Blue Cross (IBC) contracts with hospitals and other facility providers, IBC pays using bulk purchasing arrangements that save money at the end of the year, but do not produce a uniform discount for each individual claim. Therefore, the amount paid by IBC at the time of any given claim may be more or it may be less than the amount used to calculate your liability. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the provider's actual charge.

2 Office visit subject to copayment

3 Combined in/out-of-network



**Independence
Blue Cross**

Benefits underwritten or administered by QCC Insurance Company, a subsidiary of Independence Blue Cross-independent licensees of the Blue Cross and Blue Shield Association.

www.ibx.com

Benefit	In-network	Out-of-network
NUTRITION COUNSELING FOR WEIGHT MANAGEMENT 6 visits per calendar year ²	100%	70%, after deductible
MATERNITY		
First OB visit	\$20 copayment	70%, after deductible
Hospital	100%	70%, after deductible ⁴
INPATIENT HOSPITAL SERVICES	100%	70%, after deductible ⁴
INPATIENT HOSPITAL DAYS	Unlimited	70 ⁴
OUTPATIENT SURGERY	100%	70%, after deductible
EMERGENCY ROOM	\$40 copayment (copayment waived if admitted)	\$40 copayment, no deductible (copayment waived if admitted)
OUTPATIENT LABORATORY/PATHOLOGY	100%	70%, after deductible
OUTPATIENT X-RAY/RADIOLOGY, INCLUDING NUCLEAR CARDIAC STUDIES	\$30 copayment	70%, after deductible
CT/CTA SCAN, MRI/MRA, PET SCAN	100%	70%, after deductible
THERAPY SERVICES		
Physical, speech and occupational 60 visits per calendar year ³	\$20 copayment [visits 1-30] \$30 copayment [visits 31-60]	70%, after deductible
Cardiac rehabilitation 36 visits per calendar year ³	\$20 copayment	70%, after deductible
Pulmonary rehabilitation 12 visits per calendar year ³	\$20 copayment	70%, after deductible
Respiratory therapy	\$20 copayment	70%, after deductible
RESTORATIVE SERVICES, INCLUDING CHIROPRACTIC CARE (30 visits per calendar year)³ Orthoptic/pleoptic therapy limited to 8 sessions lifetime maximum ³	\$30 copayment	70%, after deductible
CHEMO/RADIATION/DIALYSIS	100%	70%, after deductible
SELF INJECTABLE DRUGS	100%	Not covered
OUTPATIENT PRIVATE DUTY NURSING 360 hours per calendar year ³	100%	70%, after deductible
SKILLED NURSING FACILITY 120 days per calendar year ³	100%	70%, after deductible
HOSPICE AND HOME HEALTH CARE	100%	70%, after deductible
DURABLE MEDICAL EQUIPMENT AND PROSTHETICS Copayment per rental period or item purchased	\$30 copayment	70%, after deductible
OUTPATIENT DIABETIC EDUCATION	100%	Not covered

1 Out-of-network, nonparticipating providers may bill you for differences between the Plan allowance, which is the amount paid by Personal Choice, and the provider's actual charge. This amount may be significant. Claims payments for out-of-network professional providers (physicians) are based on IBC's own fee schedule. For services rendered by hospitals and other facility providers, the allowance may not refer to the actual amount paid by Personal Choice to the provider. Under Independence Blue Cross (IBC) contracts with hospitals and other facility providers, IBC pays using bulk purchasing arrangements that save money at the end of the year, but do not produce a uniform discount for each individual claim. Therefore, the amount paid by IBC at the time of any given claim may be more or it may be less than the amount used to calculate your liability. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the provider's actual charge.

3 Combined in/out-of-network

4 Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness and substance abuse services.

Benefit	In-network	Out-of-network
MENTAL HEALTH CARE		
Outpatient	\$30 copayment	70%, after deductible
Inpatient	100%	70%, after deductible ⁴
SERIOUS MENTAL ILLNESS CARE		
Outpatient	\$30 copayment	70%, after deductible
Inpatient	100%	70%, after deductible ⁴
SUBSTANCE ABUSE TREATMENT		
Outpatient/Partial facility visits	\$30 copayment	70%, after deductible
Rehabilitation	100%	70%, after deductible ⁴
Detoxification	100%	70%, after deductible ⁴

- 1 Out-of-network, nonparticipating providers may bill you for differences between the Plan allowance, which is the amount paid by Personal Choice, and the provider's actual charge. This amount may be significant. Claims payments for out-of-network professional providers (physicians) are based on IBC's own fee schedule. For services rendered by hospitals and other facility providers, the allowance may not refer to the actual amount paid by Personal Choice to the provider. Under Independence Blue Cross (IBC) contracts with hospitals and other facility providers, IBC pays using bulk purchasing arrangements that save money at the end of the year, but do not produce a uniform discount for each individual claim. Therefore, the amount paid by IBC at the time of any given claim may be more or it may be less than the amount used to calculate your liability. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the provider's actual charge.
- 4 Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness and substance abuse services.

What is not covered?

- * services not medically necessary
- * services not billed and performed by a provider properly licensed and qualified to render the medically necessary treatment, service, or supply
- * cosmetic services/supplies
- * routine foot care
- * supportive devices for the foot (orthotics), except for podiatric appliances for the prevention of complications associated with diabetes
- * dental care, including dental implants, and nonsurgical treatment of temporomandibular joint syndrome (TMJ)
- * vision care (except as specified in a group contract)
- * military or occupational injuries or illness
- * benefits payable by the government, Medicare, or through motor vehicle insurance
- * charges in excess of benefit maximums or allowable charges as set forth in the group contract
- * services or supplies that are experimental or investigative except routine costs associated with clinical trials
- * inpatient private-duty nursing
- * alternative therapies/complementary medicine
- * hearing aids, hearing examinations/tests for the prescription/fitting of hearing aids, and cochlear electromagnetic hearing devices
- * contraceptives
- * immunizations required for employment or travel

This summary represents only a partial listing of the benefits and exclusions of the Personal Choice program described in this summary. If your employer purchases another program, the benefits and exclusions may differ. Also, benefits and exclusions may be further defined by medical policy. This managed care plan may not cover all of your health care expenses. Read your benefits booklet for a complete listing of the terms, limitations, and exclusions of the program. If you need more information, please call 1-800-ASK-BLUE (1-800-275-2583).

