



THE SCHOOL DISTRICT OF PHILADELPHIA

BOARD OF EDUCATION

PUBLIC MEETING

AGENDA

OCTOBER 19, 2023

Call to Order - Mallory Fix-Lopez, Vice President

Roll Call - Lynn Rauch, Esq., General Counsel

Approval of Minutes - September 21, 2023 and October 12, 2023

Written Testimony

- Written Testimony - Updated 10.19.2023
Board of Education - Other

Registered Student Speakers

- Student Speakers List
Board of Education - Other

Registered Speakers on General Topics

- General Speakers List

Presentation - Tax and Revenue Anticipation Notes - Mike Herbstman, Chief Financial Officer

- Tax and Revenue Anticipation Notes, Mike Herbstman, Chief Financial Officer
Board of Education - Other

Action Item

- Resolution of the Board of Education of the School District of Philadelphia, Authorizing the Issuance and Sale of Tax and Revenue Anticipation Notes of the School District in Fiscal Year 2024 - Added 10.3.2023/ Updated 10.19.2023
Finance - Other
- Authorizing The Issuance of General Obligation Bonds, Series A of 2023 - Added 10.3.2023
Finance - Other

Committee Reports

Superintendent Remarks

- Board of Education - Other
Superintendent Remarks Presentation

Action Item Questions and Responses

- Action Item Questions and Answers

Action Item

1. Adoption of Board Policies - Update 10.18.2023
Board of Education - Other
2. Approval of Personnel Hires (Updated 10.12.2023)
Talent - Other
3. Approval of Personnel Terminations (Updated 10.19.2023)
Talent - Other
4. Administration's Recommendation for Termination of Professional Employees
- WITHDRAWN BY STAFF 10.12.2023
Talent - Other
5. Approval of Resignations and Retirements (Updated 10.19.2023)
Talent - Other
6. Contract with Benefits Consultant: Marsh and McClennan Agency (\$750,000) -
WITHDRAWN BY STAFF 10.19.2023
Talent - Contracts
7. Amendment of Contract with ABM Industry Groups, LLC - 440 Building
Management (\$500,000) - Updated 10.4.2023
Operations - Facilities - Amended Contracts
8. Amendment of Contract with Miller Environmental for Cleaning of Oil Storage
Tanks (\$100,000)
Operations - Facilities - Amended Contracts
9. Amendment of Contracts for Richard R. Wright School for General
Construction, Plumbing, Mechanical and Electrical Services for Major HVAC
Renovation - No Cost Time Extension
Operations - Capital Programs - Amended Contracts
10. Amendment of Contracts for the Provision of Moving Services by Wayne
Moving and Storage Company, Inc., T & N Van Service and Affiliates, and All
Seasons Global Solutions (\$1,500,000)
Operations - Capital Programs - Amended Contracts
11. Amendment of Contracts with CAD Electric, Inc. for the Provision of Electrical
Services at W.C. Bryant School - No Cost Time Extension
Operations - Capital Programs - Amended Contracts
12. Change Orders at Various Locations (\$946,261)
Operations - Capital Programs - Other
13. Ratification of Contract with Jefferson University(\$30,000)
Student Support Services - Other
14. Memorandum of Understanding with Access Matters (\$1,200,000)
Student Support Services - Memorandum of Understanding
15. Ratification of Memorandum of Understanding with Big Brothers Big Sisters
Student Support Services - Other

16. Contract with Follett School Solutions, LLC - Destiny Library Manager (\$50,000)
Academic Support - Contracts
17. Contract with Public Health Management Corporation, Research & Evaluation Group - Data Analysis and Evaluation Support (\$40,000)
Academic Support - Contracts
18. License Agreement and MOU with Share Food Program - Supplemental Food Distributions for Families and Associated Farm-Focused / Healthy Eating Learning Opportunities
Academic Support - Other
19. Occupational Advisory Committee Members for the 2023-24 School Year - Career and Technical Education Programs
Academic Support - Other
20. Capital Award for the Provision of Electrical Services by Lex Electric Company, Inc. at the Fanny Jackson Coppin School (\$3,526,336) - Added 10.3.2023
Operations - Capital Programs - Capital Awards
21. Contract with NCS, Pearson Inc. for Universal Gifted Screener (\$320,000) - Added 10.3.2023
Evaluation, Research and Accountability - Contracts

Adjourn

Email: schoolboard@philasd.org

Twitter: [@PHLSchoolboard](https://twitter.com/PHLSchoolboard) | Facebook: [@PHLSchoolboard](https://www.facebook.com/PHLSchoolboard)

Written Testimony - •

Title: Written Testimony - Updated 10.19.2023

Board of Education Meeting Date: 10/19/2023

Office Originating Request: Board of Education

ATTACHMENTS:

Description

Written Testimony

Type

Supporting Document

Subject: Franklin Towne Charter High School

Original Message:

This statement was originally going to go on about how great of a school Franklin Towne Charter is, list all that the school has to offer and how the unknown future is worrisome to us parents and guardians. However I decided to mainly focus on the one key factor in all of this, the students, The young adults that these decision will ultimately affect.

This statement is to remind the School Board of the 1300 students that will be displaced. The 1300 students that are aware of what is going on and are worried about the school that for every kid is like a second home based on the amount of time spent in the buildings. The students I am referencing are the same individuals that were deeply affected by the world wide pandemic yet still continuing to put in the effort every day.

Franklin Towne Charter helped empower this.

I personally did not attend Franklin Towne as a student but I speak from the experience when I say we all know some kids do not have the best home life. This may not be true for all but there is no question these kids rely on school to be a safe place. There is never a doubt that breakfast and lunch will be available or air conditioner in the summer and heat in the winter. School is a place where they find structure and may have an adult that they look up to or an adult they are comfortable confiding in.

Franklin Towne has created this atmosphere so many need and want. The potential to lose that familiarity is disheartening. I also want to remind you of the future kids that will miss out on the opportunity to experience what the school has to offer.

In closing I want to mention one more thing to keep it in the forefront of your mind with the decisions being made, the quality of education these kids receive cannot be disputed. There is a history of success that is shown with the years of past students that have attended.

The fact of the matter is revoking the schools charter status is punishing children for adult actions. Let's not lose sight of the bigger picture which is the students.

Subject: Board Comments

Original Message:

As a faculty member at Franklin Towne I feel that it is imperative to include a written testimony commenting on the positive experience the school provides to its students, teachers, and community. The students at Franklin Towne learn about the intrinsic rewards that come from hard work and responsibility. Learning these skills as a teenagers is vital to the success of these young adults as they will graduate and move in the the next chapter of their lives. We focus on supporting students both academically and behaviorally to help them to learn the skills necessary for success. I cannot say that this is occurring throughout the public schools in Philadelphia. My family and friends work within the School District of Philadelphia and I am shocked to hear that students are frequently not in class nor are they receiving consequences for disruptive and dangerous behaviors. That is not the case at FTCHS. Administration, teachers, and support staff, have worked hard and created a safe and welcoming school where the students feel comfortable and confident. It would be disheartening and unfortunate for Franklin Towne to suffer the effects based on the actions of previous employees.

ORIGINAL MESSAGE

We subject students in Philadelphia public schools to a double whammy: on one hand we deprive them of basic resources like fully-stocked professionally-staffed libraries and on the other, boost unearned grades with the longstanding 50 point gift that teaches the value of irresponsibility. Missed classes and assignments have limited consequences as district leadership and administrators promote unearned passing grades they boast about the resulting inflated graduation rates. It is time for us to be real about providing our youngsters both the resources and lessons in responsibility that will carry them to success.

Teachers Can't Hold Students Accountable. It's Making the Job Miserable.

<https://www.nytimes.com/2023/10/04/opinion/teachers-grades-students-parents.html>

School libraries are still essential, even in this digital age

https://pdfconvertercompare.com/testdownload.html?campaign_id=20512763958&adgroup_id=153988386238&placement_id=chicago.suntimes.com&creative_id=674521948210&gclid=EAlaIqobChMIIO3DnK2AggMVWxSICR0WxwPpEAEYASAAEgLWiPD_BwE

School libraries are still essential, even in this digital age

Before students consider themselves readers, they must first see themselves as successful at reading. We greatly diminish those odds by removing school libraries and educators dedicated to that endeavor.

By [Tasha Squires](#)

Mar 7, 2023, 5:00am EDT

Before students consider themselves readers, they must first see themselves as successful at reading. We greatly diminish those odds by removing school libraries and educators dedicated to that endeavor.

By [Tasha Squires](#)

Mar 7, 2023, 5:00am EDT

The last three years have certainly exacerbated the devaluation of the school library, but schools have been cutting their library budgets for years, says Tasha Squires, a suburban school librarian.

stock.adobe.com

I recently reached a personal milestone as a middle school librarian. I published the 200th episode of a podcast called [Books in the Middle](#), a bite-sized book talk series that strives to inspire students to read. Working with younger students has taught me there's a small window of opportunity to cultivate an appetite for reading. That's why I share my book

talks with teachers, families and other librarians as other resources dwindle and pressure on educators gets greater.

I release a new episode every week, at a time when there's a rising tide of misinformation, censorship and book bans. After a pandemic that forced many librarians, including me, into other roles, I'm back in my library, but others haven't been as lucky. The last three years have certainly exacerbated the devaluation of the school library, but schools have been cutting their library budgets for years.

There are 20% fewer school librarians now than 10 years ago, despite tons of research proving that engaged reading is one of the most important predictors of educational achievement and life success. I've found that before students consider themselves readers, they must first see themselves as successful at reading.

We greatly diminish those odds by removing libraries and the educators dedicated to reading.

Opinion

An asset for teachers

Reading a book from start to finish is crucial to making recommendations that can make the difference between a student who becomes a lifelong reader and one who doesn't. So I set a goal of reading 50 middle school books every year. Expecting teachers to do that kind of research, on top of planning, teaching and grading, isn't feasible.

I help teachers build classroom libraries, but school leaders shouldn't consider those as replacements for a school library, with curated collections that often take years to create.

"Students should be able to find themselves on these shelves, so I've been adding and weeding out books with a focus on mirroring the people in my

building,” school librarian and former teacher Christy Rush-Levine told me. She’s taken over an elementary school library that was run by three different people over the last three years.

“Students with Spanish-speaking parents no

w have a section of Spanish-language books they can take home to share with their families,” she said. “By making room for a diversity of lived experiences, libraries welcome all while developing empathy and curiosity that builds community inside and outside the school. It’s also a reminder that a love for reading doesn’t have to be cultivated in English.”

It also doesn’t have to be cultivated with traditional books. My library includes graphic novels and quick-reads, and audio and [large print books](#); [research](#) shows large print can be the key to growing reading skills and helping striving readers who struggle with standard print.

Testing new ideas even opened me up to “genrefication,” a system that uses genres to organize books. I pushed back at first, but my students wanted an easier way to locate books they were excited about. I wasn’t going to stand in their way.

From different ways of reading and finding books to emerging tech and digital resources, libraries are still incubators of innovation that can benefit entire school districts.

My colleague in librarianship, Jennifer Bromann-Bender, and I have watched innovation transform the library from a place of “Quiet Please” signs to one that’s buzzing with 3D printers, instruments, digital escape rooms and green screens:

“At my high school, I rely on fun activities to get students in the door. Then I can expose them to other resources as they get into the foundations of doing research,” Bromann-Bender said. “While students rarely go digging for information in books anymore, searching Google isn’t a replacement. It’s actually the reason students need designated time to learn about identifying primary sources, verifying what they read and discerning fact from fiction.”

Lifelong reading has the power to change lives, but it’s predicated on finding joy in it. That journey is different for every student. Without librarians to guide them, many students will simply turn back.

Tasha Squires is a librarian at O’Neill Middle School in Downers Grove and the creator of the Books In the Middle podcast. She is also the author of [Library Partnerships: Making Connections Between School and Public Libraries](#).

The Sun-Times welcomes letters to the editor and op-eds. [See our guidelines](#).

The views and opinions expressed by contributors are their own and do not necessarily reflect those of the Chicago Sun-Times or any of its affiliates.

<https://chicago.suntimes.com/2023/3/7/23620238/school-libraries-librarians-essential-book-bans#:~:text=From%20different%20ways%20of%20reading.can%20benefit%20entire%20school%20districts>.

Subject: Board Comments

Original Message:

Good afternoon - I am writing today to share my experiences as an educator at Franklin Towne Charter High School. I have been a teacher for the last ten years and have always taken great pride in what I do. I have been fortunate enough to work in schools with supportive administration and colleagues who have become great friends. However, if I had to choose the school with the highest caliber of talented educators, I would have to say that Franklin Towne stands out above the rest.

Each and every employee at Franklin Towne genuinely cares about not only what we do every day, but how we do it. We are student-centered and student-led. We take great pride in our lessons and even greater pride in the accomplishments of the young adults who sit in our classrooms. We want them to succeed and we do everything we can to support them in their quest to do so. We push them academically, celebrate with them in their successes, and hold them accountable in their shortcomings, day in and day out. To put it simply, we are -- at our core -- a school filled with teachers who just want to teach every day and to the best of our ability.

Our new administration has allowed us to do just that through their consistent communication, commitment to best practices, and genuine investment in the well-being of the students and staff alike. I consider myself incredibly lucky to be a part of the team at Franklin Towne Charter High School, and I am hopeful that I can remain here for years to come.

Subject: Tis is a special place deserving of its charter staying intact

Original Message:

October 18, 2023

Dear Board of Education:

I am writing this letter to express my elation at having a new teaching opportunity at Franklin Towne Charter High School. After teaching as an adjunct for over a decade at two area universities and having served three years as an Archdiocese of Philadelphia high school English teacher, it has been a distinct pleasure to join ranks with fellow educators and administrators, who not only talk the talk, but they walk the walk every day. AT Franklin Towne Charter High School, I have not only received prefatory days in a new hire capacity, but also an entire week with the entire faculty and staff before jumping into the fray. Coincidentally, I have received support in every aspect of my career here. Instructors have genuinely offered internal information about how to make the first week and first semester less stressful and more fun, which has helped me get to know students better, and many instructors have consistently stopped by to say hello and to help me as needed. The number of materials that have also been shared with me is not only invaluable for each day, but it has made starting from scratch far less arduous.

At this school, the teachers and administrators make it common policy to be present in the hallways, in the classrooms, in the cafeteria, and gym, and this includes before and after school as well; a plethora of clubs that help support extended learning are also present and teachers never, ever complain about staying for advisory sessions or doing everything in their purview to assist students as they navigate their way through four years in this school. Discipline is truly enforced in the most respectful way, one in which students learn about accountability through a unified system, which includes access to teachers after the last bell, appointments for check-ins and clarity issues beyond the classroom, and detention where students do missed work and also learn that inaction and poor actions are met with a respectful time period/place

to reacquaint themselves with better behaviors.

The students here know it is a great school, and I can speak from personal experience when I say that this school is heads above my former experiences in teaching high school. For one thing there is a dignity and respect among the adults and the students alike; it is evident when people speak to one another. There is a willingness to do whatever is necessary to help students and teachers/administration do be at their best. PD days are spent undertaking activities and lessons that are immediately thought-provoking, helpful, and above all, tangible. There has not been one PD here in which I thought it was a waste of time, which is not true of my past experiences. I have used the tools and continued to thrive in my want to best serve the students. In addition., support for students with exceptionalities is extensive and critically undertaken here. There is a support system in place that involves every single person that encounters students with IEPs and 504s. After years of working for an accommodation officer at the university level, but no support systems in place throughout the AOP, it has been a challenge to rise to the demands of students in an accountable way that is necessary, is of legal and ethical importance, and which has transformed me as n an educator. Being seen and respected is important for each person here, and I have a pride in what I do; in the last few years, I was ready to leave the profession, but then I came to FTCHS and this place does it so well, that I cannot believe there is any suggestion of removing its charter.

It is with the greatest sincerity that tell you that the hiring process here is one of the best I have ever encountered in my life. Having worked in many industries prior to becoming a FT educator, I can honestly say that from the minute I had my first interaction with an administrator here, I knew this interview process was significant, so much so that I really did not care of the other interviews went as well. There was an instant respect and chemistry, an openness and friendliness that is so often phony in the interview process, but here it was so sincere. Likewise, the relationships formed between colleagues and students is indelible. There is a sense of integrity that is imbedded in the school community.

Having raised four children and after teaching for so many years, I can honestly say that to remove the charter or threaten the school community here at FTCS would be a tragedy of epic proportions. There is no-one working here, nor attending classes here, that would ever say that it is okay to exclude anyone; students and employees are seen, heard, valued and respected, which is so far removed from my past

employment realities, especially at the high school level. I implore you to reconsider this spectacularly disastrous and unfair threat to the school's charter. Let us continue to do what we do best and to thrive in an otherwise mundane model for education in this city. This school community and the many diverse people that comprise its body will lose greatly if you destroy this magical place.

Thank you for your time and consideration of my position on this matter. I could teach anywhere, but I believe in this place, its mission, and its people; it would break my heart to see it destroyed when everyone is working so diligently to educate on a superior level here.

All the Best!

Felicia M.Maisey, M.A.E.; M.Ed.



THE SCHOOL DISTRICT OF PHILADELPHIA
Gloria Casarez Elementary School

800 E Ontario Street, Philadelphia, PA 19134

<https://campsite.bio/gloriacasarez>

Jacqueline Darby

October 19, 2023

Good evening Board Members and Dr. Watlington,

My name is Jacqueline Darby, food service manager of Gloria Casarez Elementary in Kensington. There have been major issues with finding a safe parking spot in the morning when I arrive at 6:15am. There are certain days we can't park because of street cleaning, now 2hr parking only. I am hoping we can come to some decision to make this better for me and my staff.

Respectfully,

Jacqueline Darby



Subject: Board Comments

Original Message:

As an experienced teacher of over 20 years that has worked in a variety of school districts, I can say that Franklin Towne is the best of all possible worlds in which I can focus my energy and efforts on teaching, I feel supported and valued by administration, and can continue to grow and develop as an educator. The school has developed an excellent model of policies and procedures for staff and students alike that creates a positive climate for learning. Teachers have an established curriculum but can be creative in how they deliver it and encouraged to try new methods or techniques to increase learning. Faculty contribute meaningfully to the school's structure throughout the school year during weekly meetings, monthly professional development, and end of the year discussions with administration. If you want teaching to be a dynamic and ever growing in its effectiveness profession in which you feel supported and part of a larger family, it would be the right school for you.

Subject: Franklin Towne Charter High School

Original Message:

I have attended Franklin Towne Charter since Kindergarten. I would love to continue my education at the only school I have known during my entire educational journey.

Revoking the charter would displace 1,300 students.

Please renew Franklin Towne Charter High School's charter.

Subject: Board Comments

Original Message:

I participated in the Great Philly Schools Fair this past weekend at the Pennsylvania Convention Center. I was the representative Saturday for Franklin Towne Charter High School. For a cold rainy Saturday, the turnout of families and children seeking a good high performing education was absolutely astounding. It was very moving for me as an educator with over twenty years' experience. These parents and students came prepared with quality questions. Many questions regarding academics, graduation rates, dual enrollment programs, A.P. courses, and the variety of electives offered. School safety was also a primary concern among parents as well as after-school clubs and athletics. Participants came from all over the city and were from many diverse backgrounds. The overwhelming majority of participants in attendance were highly interested in learning about what our school could offer. We distributed over 500 magnets related to our open house as well as our Apply Philly Charter applications. Last count, Franklin Towne Charter High School has well over 1,100 applications for 9th grade alone and there are still three months remaining before the application deadline. I even had several alumni who stopped by to say hi and introduce their own children who are looking to apply to Franklin Towne Charter High School. We even posted this highlight on our school's LinkedIn account. I applaud Great Philly Schools for putting this event together and even thanked them in our social media post. I also am very grateful for their ability to collect data from all schools, publish that data, and distribute free booklets for students to help in their initial research. In their booklet, our school profile included the following: a graduation rate of 96%, a daily attendance rate of 96%, Algebra Keystone score of 92%, Literature Keystones score of 94% and the following demographics: 56% white, 25% Hispanic, and 14% Black, and 5% other. To vote on the revocation of a perennial high performing charter school that serves as a beacon of hope for all 1300 students currently enrolled, as well as the 1,100+ Apply Philly Charter eighth grade applicants, and nearly 500 Apply Philly Charter upperclassmen currently enrolled in other high schools seeking to transfer to Franklin Towne Charter High School is unconscionable

and defies logic. Not to mention the displacement of well over 130 teachers and staff and jeopardizing their social, emotional, and financial welfare as well as the parents and guardians would be a travesty. To close a school of this caliber and near 25-year existence would forever be a stain on the School District of Philadelphia and that action would continue to perpetuate the narrative of the School District as a bully to Philadelphia charter schools. The new leadership team in place along with the new board members have been and will continue to lead the school in the right direction and what is in the best interests of our students and stakeholders. Thank you.



THE SCHOOL DISTRICT OF PHILADELPHIA
Gloria Casarez Elementary School

800 E Ontario Street, Philadelphia, PA 19134

<https://campsite.bio/gloriacasarez>

Yvonne Nguyen, MLL Co-teacher

October 19, 2023

Good evening Board Members and Dr. Watlington,

My name is Yvonne Nguyen, one of the Multilingual Learners Co-Teacher at Gloria Casarez Elementary School in Kensington, Philadelphia, Pennsylvania.

I am writing to express my deep concern and urgent need for a resolution to the lack of parking surrounding Gloria Casarez Elementary. It is not a matter of inconvenience, but is a significant safety concern for staff and visitors who show up to Gloria Casarez Elementary. In addition to the issue of safety, there is street cleaning that coincides with school hours and the implementation of the new two-hour permit parking on H street, which is located on the west side of the school. Although street cleaning is on different days, this limits the available parking spaces that surround the school for staff and visitors.

Beyond two blocks in searching for parking, the lack of available parking spaces poses issues that are beyond inconvenience. It jeopardizes the safety of people who are part of the school community, particularly given that the school serves the Kensington neighborhood. We have a community of individuals who are displaced and oftentimes are seen resorting to drug usage as a coping mechanism. In searching for parking, sometimes staff may need to park beyond two blocks which raises the safety issue as many people travel individually to and from their car. The exposure to potential dangers is a deep concern for our school community even when staff makes an effort to arrive early.

I understand that resolving the safety issue is a complex approach that will need various aspects and stakeholders involved; however, I request the urgent attention to this matter and propose the following actions that could help alleviate the parking problems around Gloria Casarez Elementary: exploring the possibility of designating additional parking spaces specifically for staff and visitors during school hours and/or examine the possibilities of school staff obtaining a parking permit on H Street to make it more accommodating for school staff and visitors.

Thank you for your time and consideration.

Respectfully,
Yvonne



Subject: Board Comments

Original Message:

Dear Philadelphia School District Board Members,

For the past six years, I have had the pleasure to call the Franklin Towne Charter High School community a place of work, but also my family. As a special education English teacher, I have worked with many students with IEPs who have made tremendous academic, social, and emotional gains over the years. Some of the student accomplishments I have supported were related to; improving reading comprehension levels, passing the Keystone Literature exam, learning executive functioning skills that led to successful and confident students, and conquering the ability to socialize which led to making friends. Each FT students' triumphs have truly enamored me over the years and have brought me great joy as an educator.

Furthermore, the relationships that I have built with FT students has in return inspired me to become a better teacher. Over the years, I have challenged myself and grown professionally while showing up to work each day with a positive mindset. Working at FTCHS has allowed me to find my passion as an educator because I fell in love with the work that I do daily. In addition to the wonderful experiences, I had while working with FT students, the camaraderie of the faculty and staff is unprecedented. Every day, FT faculty and staff show up with the same goal – to give all FT students the best high school experience possible. FT teachers are constantly mastering their craft through engaging and rigorous content-based lessons. Many are also dedicated sports coaches who are supporting students outside of the classroom and encouraging them to become successful student athletes. Additionally, the student life at FT is inclusive to all students and provides enjoyable activities such as, the quarterly pep rallies that focus on student recognition and games, the staff versus students annual Turkey Bowl event, and the cherished fundraising

THON event in the spring.

Moreover, FT is more than just a traditional brick and mortar school, it's a safe haven for students in Philadelphia to grow academically, socially, and emotionally with the support from caring teachers and staff. I am and always will be a proud FT teacher who is actively a part of this important initiative to better the lives of the adolescent population in Philadelphia. Thank you for taking the time to read this.

**Sincerely,
Christina Ross**

Registered Student Speakers - •

Title: Student Speakers List

Board of Education Meeting Date: 10/19/2023

Office Originating Request: Board of Education

ATTACHMENTS:

Description

Student Speakers List

Type

Supporting Document



Registered Student Speakers

1. Benise Lyra Bacani, Central High School
Topic: Green New Deal for Schools
2. Betsy Okrent, Central High School
Topic: Green New Deal for Schools

Primary Waitlist Student Speakers

NONE

Registered Speakers on General Topics - •

Title: General Speakers List

Board of Education Meeting Date: 10/19/2023

Office Originating Request: Board of Education

ATTACHMENTS:

Description

General Speakers List

Type

Supporting Document

**Registered Speakers**

1. Amy Hollister, Philadelphia Charters for Excellence
Topic: Charter Authorizing Investigation and MCSCS Announcement
2. Jennifer Lowman, Philadelphia Alliance to Restore School Librarians
Topic: School Librarians
3. Deborah Grill, Philadelphia Alliance to Restore School Librarians
Topic: School Librarians
4. Andre Duggin, Community Member
Topic: Benefit Consulting Request NG10304-RFP
5. Lynda Rubin, APPS
Topic: Do Public Schools Still Exist as a Public Service?
6. Tammy Brown, Community Member
Topic: Benefit Consulting Request NG10304-RFP
7. Diani Safdeye, Parent/Guardian
Topic: Communications Sent by the School District
8. Lawrence Jones, African American Charter School Coalition
Topic: Charter School Office Equity and Release of Report on Bias

9. Lisa Haver, APPS
Topic: Action Item 21, Contract with NCS, Pearson Inc. for Universal Gifted Screener
10. May Freda Watson, Community Member
Topic: Parent Engagement

Primary Waitlist Speakers

NONE

Presentation - Tax and Revenue Anticipation Notes - Mike Herbstman, Chief Financial Officer - •

Title: Tax and Revenue Anticipation Notes, Mike Herbstman, Chief Financial Officer

Board of Education Meeting Date: 10/19/2023

Office Originating Request: Board of Education

ATTACHMENTS:

Description

TRAN Presentation

Type

Supporting Document



THE SCHOOL DISTRICT OF
PHILADELPHIA

Capital and Cash Flow Borrowing

Tony B. Watlington, Sr., Ed. D.
Superintendent

Mike Herbstman
Chief Financial Officer

October 19, 2023

FY 2024 Capital and Cash Flow Borrowing

General Overview

\$343 Million

General Obligation Bonds To Support Capital Projects

These bonds will fund additions, renovations, energy improvements, major building repairs, system replacements, bus fleet modernization, technology and other school building improvements.

- Long-Term (LT) 25-year bond issuance.
- Includes ~\$50 million of Green Bonds for energy improvements.
- Maintains District's goal of debt service <10% of expenditures.
- Moody's: Outlook Upgrade - Stable to Positive (May 2023).
- Fitch: Outlook Upgrade - Stable to Positive (May 2023).

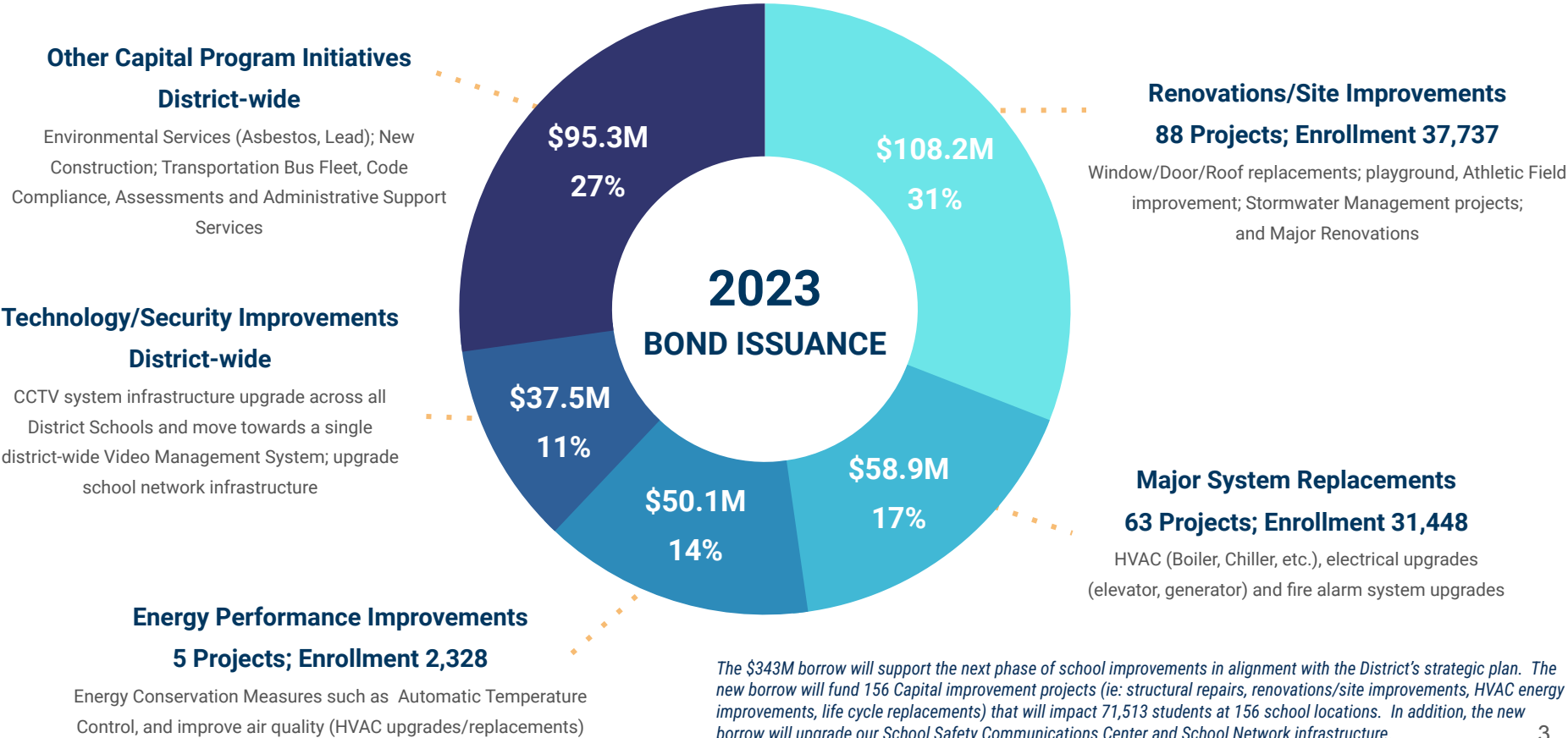
\$399 Million

Tax and Revenue Anticipation Notes (TRAN) For Operating Cashflow

This cashflow borrowing is based on a daily cash analysis and allows the District to maintain a safe balance for paying employee payroll, benefits, Charter School payments, non-public tuition, vendor payments, debt service and all other operating expenses.

- Short-term issuance with maturity on June 28, 2024.
- District has issued TRANs in 36 of the last 38 years to address seasonal cashflow timing mismatch.
- District has secured the highest short-term ratings from both Moody's [MIG 1] and Fitch [F1+].

General Obligation Capital Projects Fund: 2023 Bond Issuance





THE SCHOOL DISTRICT OF PHILADELPHIA

Thank you and Questions

Action Item - •

Title: Resolution of the Board of Education of the School District of Philadelphia, Authorizing the Issuance and Sale of Tax and Revenue Anticipation Notes of the School District in Fiscal Year 2024 - Added 10.3.2023/ Updated 10.19.2023

Board of Education Meeting Date: 10/19/2023

Action under consideration

Final Authorization of the Issuance and Sale of Tax and Revenue Anticipation Notes of the School District of Philadelphia, Fiscal Year 2024 and Exhibits attached.

Office Originating Request: Finance

ATTACHMENTS:

Description

TRAN Action Item

Note Purchase Agreement

Type

Supporting Document

Supporting Document

October 19, 2023

**RESOLUTION OF THE BOARD OF EDUCATION
OF THE SCHOOL DISTRICT OF PHILADELPHIA,
AUTHORIZING THE ISSUANCE AND SALE OF TAX AND REVENUE
ANTICIPATION NOTES OF THE SCHOOL DISTRICT
IN FISCAL YEAR 2024; DETERMINING THE
SERIES AND AGGREGATE PRINCIPAL AMOUNT OF SUCH NOTES AND
THE FORM AND TERMS OF SUCH NOTES;
AUTHORIZING THE AWARD OF SUCH NOTES;
AND MAKING CERTAIN OTHER DETERMINATIONS
IN CONNECTION THEREWITH**

WHEREAS, the Board of Education (“Board”) of The School District of Philadelphia, a school district of the first class of the Commonwealth of Pennsylvania (“School District”), has the power and authority, pursuant to the Local Government Unit Debt Act, 53 Pa. C.S.A. §§ 8001 et seq. (“Act”), to borrow money from time to time in any fiscal year in anticipation of the receipt by the School District in that fiscal year of current taxes and revenues, and to evidence such borrowing by the issuance and sale of tax and revenue anticipation notes; and

WHEREAS, the current cash flow forecast with respect to budget requirements of the School District for the fiscal year ending June 30, 2024 (“2024 Fiscal Year”), indicates that the School District will experience cash flow deficits during the 2024 Fiscal Year pending receipt of taxes and other revenues of the School District; and

WHEREAS, the Board has found and determined that, in light of the current anticipated and potential future cash needs of the School District during the 2024 Fiscal Year, it is desirable for the Board to authorize a tax and revenue anticipation borrowing in an aggregate principal amount of \$399,040,000, the proceeds of which shall be applied to the funding of the School

District's cumulative cash flow deficits for the 2024 Fiscal Year; and

WHEREAS, the Board has determined to authorize, in accordance with the Act, the issuance and sale, in the 2024 Fiscal Year, of tax and revenue anticipation notes evidencing such tax and revenue anticipation borrowing.

NOW THEREFORE, BE IT RESOLVED BY THE AFFIRMATIVE VOTE OF THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF PHILADELPHIA, AS FOLLOWS:

Section 1. Authorization. Authorization is hereby given for the issuance of tax and revenue anticipation notes of the School District in the 2024 Fiscal Year, designated "Tax and Revenue Anticipation Notes, Series A of 2023-2024," to be comprised of a series of tax and revenue anticipation notes of the School District issued on or about October 26, 2023 in a principal amount of \$399,040,000 ("Notes").

The Notes are authorized hereby and will be issued in the 2024 Fiscal Year for the purpose of funding all or a portion of the cumulative cash flow deficits of the School District forecasted to occur in the 2024 Fiscal Year and to pay the costs of issuance of the Notes.

Without the consent of the holders of the Notes, additional series of tax and revenue anticipation notes may be authorized under a separate resolution adopted by the Board to be issued from time to time ("Additional Notes") in accordance with the Act for the purpose of funding cumulative cash flow deficits of the School District, if any, that may hereafter occur or may hereafter be forecasted to occur in the 2024 Fiscal Year in excess of the cumulative cash flow deficit currently forecasted to occur in the School District's 2024 Fiscal Year with respect to which the Notes are issued.

Any Additional Notes will be equally and ratably secured with the Notes, until paid or until deposits for such payment have been made into a trust or sinking fund established for such Additional Notes, by a pledge of, security interest in and a lien and charge on the taxes and revenues of the School District to be received from the date of issuance of such Additional Notes until the stated maturity date thereof. Owners of Additional Notes will have no claim on or security interest in the Sinking Fund established in Section 11 of this Resolution. Any Additional Notes shall mature on the Maturity Date of the Notes, the sinking fund dates on Additional Notes must be on a Deposit Date (herein defined) and any deposits to a sinking fund established for Additional Notes must be made pro rata with any deposit to the Sinking Fund (as defined herein) for the Notes.

Section 2. Term of Notes. The Notes shall be dated the date of issuance thereof, and shall be stated to mature on June 28, 2024 (the “Maturity Date”), which date is within the fiscal year of the School District in which the Notes are authorized and issued.

Section 3. Aggregate Principal Amount of Notes Within Statutory Limit. It is hereby determined that the aggregate principal amount of the Notes does not exceed the lesser of:

(i) Eighty-five percent (85%) of the sum of taxes levied for the 2024 Fiscal Year and current revenues for such fiscal year to be received by the School District during the period when the Notes shall be outstanding and which are pledged for payment of the Notes, as estimated and certified by any member of the Board, the Superintendent of the School District or the Chief Financial Officer of the School District (collectively, the “Authorized Officials” and individually, an “Authorized Official”) in accordance with the Act (said certified estimate being annexed hereto as Exhibit “A” and made a part hereof); or

(ii) The maximum anticipated cumulative cash flow deficit of the School District during the 2024 Fiscal Year, as computed by the Chief Financial Officer of the School District in accordance with the Internal Revenue Code of 1986, as amended (“Code”), and the regulations promulgated thereunder (said computation being annexed hereto as Exhibit “B” and made a part hereof).

Section 4. Purchase of the Notes. It is hereby determined that it is in the best financial interest of the School District to effect a negotiated sale of the Notes. The Note Purchase Agreement (the “Purchase Agreement”) dated the date hereof, between the School District and BofA Securities, Inc. (the “Representative”), acting for itself and the other Underwriters named in the Purchase Agreement, sets forth the Representative’s obligation to purchase the Notes from the School District at not less than par upon the terms and conditions set forth therein, as such Purchase Agreement is presented at this meeting, a copy of which shall be filed with the records of this meeting and is hereby accepted.

Any Authorized Official is hereby authorized to evidence the acceptance authorized hereunder by executing and delivering the Purchase Agreement to the Representative.

Section 5. Rate of Interest.

The Notes shall bear interest, payable at maturity, at the rate of 5.000% per annum to yield 4.200% calculated on the basis of actual days elapsed in a 365/366-day year.

Section 6. Pledge and Security Interest. As required by Section 8125 of the Act, the Notes shall be equally and ratably secured by a pledge of, security interest in, and lien and charge on, the taxes and revenues of the School District to be received from the date of issuance of the

Notes until June 30, 2024, a certified estimate of the aggregate amount of such taxes and revenues being set forth in Exhibit “A” hereto. Notwithstanding the foregoing, the amounts irrevocably directed by the School District to be deposited on a daily basis directly into the School District’s fixed rate general obligation bond sinking funds (“Daily Sinking Fund Deposits”) are not subject to such pledge, security interest, lien and charge. The certified estimate of the aggregate amount of taxes and revenues to be received in the 2024 Fiscal Year set forth in Exhibit “A” does not include the Daily Sinking Fund Deposits.

Any Authorized Official is hereby authorized and directed to prepare or cause to be prepared, on behalf of the School District, in favor of the Fiscal Agent (as hereinafter defined), as secured party on behalf of the holders of the Notes, appropriate financing statements and cause the filing of such financing statements in accordance with the Pennsylvania Uniform Commercial Code in order to perfect such pledge, security interest, lien and charge.

The holders of the Notes shall have the right to enforce such pledge of, security interest in, and lien and charge on, the pledged taxes and revenues of the School District against all state and local public officials in possession of any such taxes and revenues at any time, which revenues and taxes may be collected directly from such officials upon notice by such holders for application to the payment of the Notes, as and when due or for deposit in the Sinking Fund on any Deposit Date, at the times and in the amounts specified herein and in the Notes, all in accordance with Section 8125 of the Act. The Fiscal Agent shall enforce such pledge, security interest and lien and charge equally and ratably on behalf of the holders of the Notes, at the expense of the School District, in accordance with the provisions of this Resolution and the Act, including, without limitation, Section 8125 of the Act. The holders of the Notes shall deliver their Notes to the Fiscal Agent

upon request of the Fiscal Agent in order to enable the Fiscal Agent to implement such enforcement.

Section 7. Form and Provisions.

(a) The form and provisions of the Notes shall be substantially as set forth in the form of Notes annexed hereto as Exhibit “C” and made a part hereof, which form and provisions are hereby affirmed, approved and adopted.

(b) Each of the Notes shall be issued in fully registered form, in the denominations of \$5,000 and any integral multiple thereof and shall not be subject to redemption prior to maturity.

(c) The Notes, upon original issuance will be issued in the form of one (1) fully registered Note in the principal amount of \$399,040,000.

(d) The Notes shall be held by the Fiscal Agent under the FAST system as custodian for The Depository Trust Company, New York, New York (“Securities Depository”), or its nominee, CEDE & CO. Such Notes shall be registered on the registration books kept by the Fiscal Agent as registrar and transfer agent, in the name of the Securities Depository or, at the Securities Depository’s option, in the name of CEDE & CO., as the Securities Depository’s nominee, and no beneficial owners thereof will receive certificates representing their respective interests in the Notes, except in the event the Fiscal Agent authenticates and causes delivery of replacement Notes (“Replacement Notes”) as provided in Section 10 of this Resolution.

(e) The School District has heretofore executed and delivered a Blanket Letter of Representations (“Letter of Representations”). The execution and delivery by the School

District of the Letter of Representations shall not in any way limit any undertaking or arrangement contemplated or provided for herein in respect of the Securities Depository or the book-entry registration, payment and notification system or in any other way impose upon the School District or the Fiscal Agent any obligation whatsoever with respect to beneficial owners having interests in the Notes, any such obligation extending solely to the registered owners of Notes, as shown on the registration books kept by the Fiscal Agent. The Fiscal Agent shall take all reasonable action necessary for all representations of the School District in the Letter of Representations with respect to the Fiscal Agent to be complied with at all times.

Section 8. Registration and Transfer.

(a) The School District shall keep, at the designated corporate trust office of the Fiscal Agent, books for the registration, exchange and transfer of Notes and hereby appoints the Fiscal Agent its registrar and transfer agent to keep such books and to make such registrations, exchanges and transfers under such regulations as the School District or the Fiscal Agent may prescribe and as set forth in the form of the Notes.

(b) The Notes may be transferred upon the registration books upon delivery to the Fiscal Agent of the Notes accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Fiscal Agent, duly executed by the registered owner of the Notes to be transferred or his duly authorized attorney-in-fact or other legal representative, containing written instructions as to the details of the transfer of such Notes. No transfer of any Note shall be effective until entered on the registration books maintained by the Fiscal Agent or its successor. In like manner Notes may be exchanged by the registered owners

thereof or by their duly authorized attorneys-in-fact or other legal representative for Notes of authorized denomination or denominations in the same aggregate principal amount.

Section 9. Execution and Authentication of Notes. The Notes shall not be valid or obligatory in the hands of the holders thereof unless: (a) executed in the name and on behalf of the School District by the facsimile or manual signature of any member of the Board, with the seal of the School District impressed, imprinted or otherwise reproduced thereon, attested by the facsimile or manual signature of the Secretary or Assistant Secretary or any member of the Board; and (b) authenticated by the manual signature of an authorized officer of the Fiscal Agent. The Notes may be executed in counterparts.

Section 10. Replacement Notes.

(a) The School District, in its sole discretion and without the consent of any other person, may terminate the services of the Securities Depository with respect to the Notes, if the School District determines that:

(i) the Securities Depository is unable to discharge its responsibilities with respect to the Notes; or

(ii) a continuation of the requirement that all of the then outstanding Notes be registered in the registration books kept by the Fiscal Agent in the name of the nominee of the Securities Depository is not in the best interests of the beneficial owners of the Notes.

(b) Upon the termination of the services of the Securities Depository with respect to the Notes under Section 10(a) hereof: or upon the discontinuance of such services

pursuant to Section 10(c) hereof after which no substitute securities depository willing to undertake the functions of the Securities Depository can be found which, in the opinion of the School District, is willing and able to undertake such functions upon reasonable and customary terms, then the Fiscal Agent shall authenticate and cause delivery of Replacement Notes with respect to the interests of the beneficial owners of the Notes, based solely on information provided to the Fiscal Agent by the Securities Depository. The School District will pay all costs incurred in connection with the printing, authentication and delivery of Replacement Notes. Upon issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Fiscal Agent or alternate or successor transfer agent or paying agent to the extent applicable with respect to such Replacement Notes.

(c) The Securities Depository may determine to discontinue providing its services with respect to the notes at any time by giving written notice to the School District and the Fiscal Agent as provided in the Letter of Representations and discharging its responsibilities with respect thereto under applicable law.

Section 11. Sinking Fund Depository and Fiscal Agent. U.S. Bank Trust Company, National Association, having a corporate trust office in Philadelphia, Pennsylvania, is hereby appointed Sinking Fund Depository and Fiscal Agent (“Fiscal Agent”) to act as registrar and transfer agent, sinking fund depository, fiscal and paying agent for the Notes. Any successor sinking fund depository and fiscal agent shall be a bank or national banking association with trust powers or a trust company. The Chief Financial Officer of the School District is hereby authorized

and directed to contract with the Fiscal Agent for its services. The Fiscal Agent Agreement between the Fiscal Agent and the School District (“Fiscal Agent Agreement”) substantially in the form presented at this meeting, a copy of which shall be filed with the minutes of this meeting, is hereby approved. Any of the Authorized Officials is hereby authorized and directed to execute and deliver the Fiscal Agent Agreement in substantially such form, with such changes therein as counsel may advise and the Authorized Official executing the same shall approve, such execution being conclusive evidence of such Authorized Official’s approval.

Section 12. Sinking Fund. There is hereby established a sinking fund for the payment of the principal of and interest on the Notes when due (hereafter collectively referred to as the “Debt Service Requirement”) to be designated “The School District of Philadelphia, Pennsylvania, Tax and Revenue Anticipation Notes, Series A of 2023-2024 Sinking Fund” (“Sinking Fund”), to be held by the Fiscal Agent separate and apart from all other funds of the School District and the Fiscal Agent irrevocably in trust for the benefit of the registered holders of the Notes.

The School District hereby covenants, and the Chief Financial Officer of the School District is hereby authorized and directed, to pay to the Fiscal Agent for irrevocable deposit into the Sinking Fund, on or before (a) April 1, 2024, the principal amount of \$133,013,000.00, (b) May 1, 2024, the principal amount of \$133,013,000.00 and (c) June 3, 2024 the amount of \$146,424,360.66 which includes principal plus all interest due on the Notes on June 28, 2024 (each, a “Deposit Date”), all of which payments shall equal the Debt Service Requirement.

The Fiscal Agent shall, no later than Noon, Philadelphia time, on June 4, 2024, determine whether the amount on deposit within the Sinking Fund is equal to the Debt Service Requirement.

In the event that the Fiscal Agent determines that there is a deficiency, it shall immediately, and in no event later than 3:00 p.m. on June 4, 2024, notify the School District of the amount of such deficiency. The School District hereby covenants, and the Chief Financial Officer of the School District is hereby authorized and directed, to deposit an amount equal to such deficiency into the Sinking Fund, on the business day immediately following the date of receipt of such notice, but in no event later than Noon, Philadelphia time, on June 5, 2024. The Fiscal Agent Agreement shall also provide that if the School District shall at any time fail to pay any amounts into the Sinking Fund as and when required by this Resolution, the Fiscal Agent shall promptly give written notice to the appropriate Commonwealth and local public officials that the School District has failed to make a required payment to the Sinking Fund, specifying the amount of the deficiency and demanding that such official pay directly to the Fiscal Agent all pledged revenues in possession or coming into possession of such public official until the entire deficiency has been satisfied.

Failure of the School District to make payment in full when due on the final date specified for deposit in the preceding paragraph shall be cause for the immediate enforcement of the pledge, security interest, lien and charge granted in Section 8125 of the Act and in Section 6 hereof. The Fiscal Agent shall enforce such pledge, security interest, lien and charge as provided in Section 8125 of the Act, Section 6 hereof and in the Fiscal Agent Agreement.

The School District shall have the right, as soon as the amount on deposit in in the Sinking Fund is equal to the Debt Service Requirement, to withdraw from the Sinking Fund at such intervals as the School District shall direct in writing to the Fiscal Agent any amounts in excess of the applicable Debt Service Requirement.

Section 13. Investment of Sinking Fund Moneys. At the written direction of the School District, the Fiscal Agent shall, to the extent not required for immediate payment of the Notes, invest the moneys held in the Sinking Fund in: (a) direct obligations of the United States of America or obligations, the principal of and interest on which are unconditionally guaranteed by the full faith and credit of the United States of America, and senior debt obligations rated, at the time of investment, “Aaa” by Moody’s Investors Service, Inc. and “AAA” by S&P Global Ratings Services, obligations issued by Fannie Mae or the Federal Home Loan Mortgage Corporation, senior debt obligations of the Federal Home Loan Bank System, and obligations of the Resolution Funding Corporation, which obligations are not guaranteed by the United States of America (collectively, “Government Obligations”); (b) shares of an investment company registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, including, without limitation, any such investment company for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Fiscal Agent or an affiliate of the Fiscal Agent receives fees from such funds for services rendered, (ii) the Fiscal Agent charges and collects fees for services rendered pursuant to this Resolution, which fees are separate from the fees received from such investment companies, and (iii) services performed for such investment companies and pursuant to this Resolution may at times duplicate those provided to such funds by the Fiscal Agent or its affiliates; provided, that the following are met: (1) investments of that company are only in the authorized investments listed in clause (a) in this Section 12 and Repurchase Agreements (hereinafter defined); (2) the investment company is managed so as to maintain its shares at a constant net asset value in accordance with 17 CFR 270

2a-7 (relating to money market funds); and (3) the investment company is rated at the time of investment in the highest category by a nationally recognized rating agency; or (c) interest bearing deposits in any bank, or bank and trust company, or national banking association having a combined net capital and surplus in excess of \$100,000,000 (including the Fiscal Agent or any of its affiliates); provided that all such deposits shall, to the extent not insured by a federal agency or instrumentality, be secured as to principal by a pledge of Government Obligations. The Fiscal Agent, in purchasing Government Obligations, may make any purchase subject to agreement with the seller for repurchase of such Government Obligations at a later date, and in such connection may accept the seller's agreement for the payment of interest in lieu of the right to receive the interest payable by the issue of the Government Obligations purchased; provided that: (i) the seller is a bank, or bank and trust company, or national banking association having a combined net capital and surplus in excess of \$100,000,000 or a government securities dealer approved by the School District; and (ii) such Government Obligations shall be pledged as hereinafter provided (such agreements are hereinafter referred to as "Repurchase Agreements").

Proper officers of the School District may direct the Fiscal Agent in writing to enter into agreements with providers approved by the School District for the forward purchase and delivery of Government Obligations.

All Government Obligations and interest-bearing deposits shall mature or be subject to redemption and all such agreements for repurchase shall be subject to resale at the option of the holder at not less than par or the repurchase price therefor on or prior to the Maturity Date. All Repurchase Agreements shall have a term no greater than thirty (30) days.

Any Government Obligations pledged as security for Repurchase Agreements shall be subject to a perfected first security interest in favor of the Fiscal Agent, free and clear of all claims of third parties and shall be: (a) in the case of direct obligations of the United States which can be pledged by a book-entry notation under regulations of the United States Department of the Treasury, appropriately entered on the records of a Federal Reserve Bank or (b) in the case of other Government Obligations, either (i) deposited with the Fiscal Agent or with a Federal Reserve Bank for the account of the Fiscal Agent, or (ii) if the Government Obligation is shown on the account of the pledgor on the books of a clearing corporation, as defined in Division 8, Section 102(a) of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. §8102(a)), by making appropriate entries evidencing the acquisition of a securities entitlement on the books of the clearing corporation as provided in Division 8, Section 501(b) of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. §8501(b)). All Repurchase Agreements entered into by the Fiscal Agent, at the written direction of the School District, shall provide that the required ratio of the market value of the Government Obligations so purchased to the repurchase price thereof shall be 102% and shall further require the market value of all Government Obligations so purchased to be determined daily during the term of each Repurchase Agreement. All such investments shall mature or be subject to redemption, and all such agreements for repurchase shall be subject to resale, at the option of the holder at not less than par or the repurchase price therefor on or prior to June 28, 2024.

Section 14. Application of Sinking Fund Moneys. The Fiscal Agent shall apply the moneys, deposits and investments held in the Sinking Fund only to the payment of principal and interest due to the holders of the Notes, when the same become due and payable on June 28, 2024,

the Maturity Date, in accordance with the Act and the provisions hereof. Payments from the Sinking Fund shall be applied first to interest and then to principal. When payment in full of the principal and interest due to the holders of the Notes has been made from the Sinking Fund, any balance in the Sinking Fund shall be paid by the Fiscal Agent to the School District, at the written direction of the School District.

Section 15. Acts of the Fiscal Agent. The Fiscal Agent may execute any powers hereunder and perform any duties required of it through attorneys, agents, officers or employees, and shall be entitled to advice of counsel concerning all questions hereunder. The Fiscal Agent may rely and shall be protected in acting on any notice, telegram, request, consent, waiver, certificate, statement, affidavit or other document it, in good faith, believes: (a) to have been signed by an Authorized Official, and that such signature is genuine and resembles the Authorized Official's signature as set forth on the incumbency certificate provided by the School District; and (b) to have been prepared and furnished pursuant to any of the provisions of this Resolution. The Fiscal Agent shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement. The Fiscal Agent shall not be answerable for the exercise of any discretion or power hereunder, except only its own willful misconduct or negligence.

Section 16. Covenants in Respect of Federal Tax Laws. The School District hereby covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the holders of the Notes of the interest on the Notes under Section 103 of the Code and the regulations promulgated thereunder. The School District hereby further covenants that it will not directly or indirectly use

or permit the use of any proceeds of the Notes or any other funds of the School District, or take or omit to take any action that would cause the Notes to be “arbitrage bonds” within the meaning of Section 148(a) of the Code and that it will comply with all requirements of Section 148 of the Code to the extent applicable to the Notes. In the event that at any time the School District is of the opinion that for purposes of this Section 16 it is necessary to restrict or limit the yield on the investment of any moneys held by the Fiscal Agent, the School District shall so instruct the Fiscal Agent in writing, and the Fiscal Agent shall take such action as may be necessary to comply with such instructions.

Without limiting the generality of the foregoing, the School District shall pay or cause to be paid from time to time all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Notes from time to time. This rebate obligation shall survive payment in full or defeasance of the Notes.

Section 17. Notes to be General Obligations of the School District. The Notes shall be general obligations of the School District and, if the same shall not be paid within the fiscal year in which they are issued, shall be deemed to be non-electoral debt of the School District enforceable in the manner of a general obligation which, unless funded pursuant to the Act, shall be included in the budget of the School District for the ensuing fiscal year and shall be payable from the taxes and revenues of such ensuing fiscal year, as required by the Act.

Section 18. Ratification of Prior Action. All actions heretofore taken and all documents heretofore prepared by all officers of the School District in connection with the Notes and other matters contemplated hereby are hereby ratified, confirmed and adopted.

Section 19. Preliminary Official Statement and Official Statement. The Official Statement of the School District with respect to the Notes in the form submitted to the Board is hereby approved, subject to such changes as any member of the Board, in consultation with counsel, shall approve, the execution thereof by such member to be conclusive evidence of such approval, and any member of the Board is hereby authorized to execute said Official Statement and said Official Statement is hereby authorized to be distributed to prospective purchasers of the Notes. The prior distribution of the Preliminary Official Statement in respect of the Notes and the determination that such Preliminary Official Statement was “deemed final” as of its date within the meaning of Rule 15c2-12, as amended, of the Securities and Exchange Commission (“Rule 15c2-12”) are hereby ratified and confirmed.

Section 20. Continuing Disclosure Agreement. It is hereby determined that the School District shall execute and deliver a Continuing Disclosure Agreement for the benefit of the holders from time to time of the Notes, substantially in the form presented to this meeting (a copy of which shall be filed with the records of this meeting) (the “Continuing Disclosure Agreement”). The Continuing Disclosure Agreement is hereby approved and the Chief Financial Officer or the Deputy Chief Financial Officer is hereby authorized and directed to execute and deliver the Continuing Disclosure Agreement in substantially such form with such changes therein as counsel may advise and the Chief Financial Officer or the Deputy Chief Financial Officer shall approve, such approval to be conclusively evidenced by his or her execution thereof.

Section 21. The Resolution and Act Constitute a Contract; Amendment. This Resolution and the Act as in effect on the date hereof shall constitute a contract between the School District and the registered owners from time to time of the Notes. Said contract may be modified

without the consent of said registered owners insofar as any such modification does not adversely affect their rights as such, and in other respects it may be modified with the consent of the registered owners of not less than fifty-one percent (51%) in principal amount of the Notes then outstanding; provided, however, that no such modification may be made which would reduce such percentage required for consent, or affect the rights of the owners of less than all of the outstanding Notes, or affect the terms of payment of the principal of, or interest on, or the security interest in the pledged taxes and revenues securing the Notes without the consent of the registered owners of all of the affected Notes. If and for so long as a securities depository is the sole registered owner of the Notes, any amendment that would otherwise require the consent of registered owners shall, in lieu thereof, require the consent of the beneficial owners of not less than fifty-one percent (51%) or one hundred percent (100%), as applicable, in principal amount of the Notes then outstanding.

Section 22. Appointment of Bond Counsel and Financial Advisor.

(a) The law firm of Ahmad Zaffarese LLC of Philadelphia, Pennsylvania and the law firm of Eckert Seamans Cherin & Mellott, LLC of Philadelphia, Pennsylvania are hereby appointed Co-Bond Counsel in connection with the Notes.

(b) The financial advisory firm of Phoenix Capital Partners, LLP of Philadelphia, Pennsylvania, is hereby appointed Financial Advisor with respect to the Notes.

Section 23. Further Action. The members of the Board and the Authorized Officials are hereby jointly and severally authorized and directed to take or cause to be taken such further action and to prepare, execute and file such documents and instruments as they may consider

necessary or appropriate to implement the purposes of this Resolution, the Purchase Agreement, the Continuing Disclosure Agreement and the Fiscal Agent Agreement.

Section 24. Filing with the Pennsylvania Department of Community and Economic Development. Any of the Authorized Officials are hereby authorized and directed to cause the filing of a certified copy of this Resolution, the certificate as to the taxes and revenues remaining to be collected and a true copy of the Purchase Agreement with the Pennsylvania Department of Community and Economic Development, as required by Section 8128 of the Act.

Section 25. Headings. Headings used in this Resolution are for the ease of reference only and do not form a part hereof.

Section 26. Repeals. All resolutions and parts of resolutions, to the extent the same are inconsistent herewith, are hereby rescinded and repealed.

Section 27. Effective Date. This Resolution shall be effective immediately, this 19th day of October, 2023.

THE SCHOOL DISTRICT OF
PHILADELPHIA

[SEAL]

By: _____
Member, Board of Education

ATTEST:

(Assistant) Secretary, Board of Education

EXHIBIT “A”

The School District of Philadelphia

Certificate as to Amount of School District Taxes and Revenues to be Collected or Received During the Period When the Tax and Revenue Anticipation Notes, Series A of 2023-2024 Will Be Outstanding

The undersigned, Authorized Official of The School District of Philadelphia (“School District”), hereby certifies, pursuant to Section 8126 of the Local Government Unit Debt Act, 53 Pa. C.S.A. § 8001 et seq. (“Act”), as follows:

1. This Certificate is given as of a date not more than thirty (30) days prior to the authorization, by resolution of the Board of the School District duly adopted October 19, 2023, of the issuance and sale of \$399,040,000 aggregate principal amount of the School District’s Tax and Revenue Anticipation Notes, Series A of 2023-2024 (“Notes”);
2. The Notes will be outstanding for a period ending June 28, 2024.
3. The amount of moneys estimated to be received by the School District during the period when the Notes will be outstanding from taxes then levied and assessed and from other revenues, including, without limitation, subsidies and reimbursements, is \$4,962,841,272.00¹; and

¹ This total represents Operating Budget revenues and subsidies receivable for the period beginning October 26, 2023 and ending June 30, 2024, less amounts deposited daily in fixed rate general obligation bond sinking funds.

WITNESS the due execution of this Certificate this 19th day of October, 2023.

THE SCHOOL DISTRICT OF
PHILADELPHIA

By: _____
Chief Financial Officer

[SEAL]

Attest:

(Assistant) Secretary

EXHIBIT “B”

**MAXIMUM ANTICIPATED CUMULATIVE
CASH FLOW DEFICIT**

EXHIBIT “C”

**United States of America
Commonwealth of Pennsylvania
THE SCHOOL DISTRICT OF PHILADELPHIA**

TAX AND REVENUE ANTICIPATION NOTES – SERIES A OF 2023-2024

<u>DUE</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>	<u>STATED DATE OF ISSUE</u>	<u>CUSIP NUMBER</u>
June 28, 2024	\$399,040,000	5.000% per annum	October 26, 2023	717883ZJ4

Registered Owner: CEDE & CO

The School District of Philadelphia, Pennsylvania (“School District”), for value received hereby promises to pay to the registered owner of this note (“Note”), upon surrender hereof, the principal sum of Three Hundred Ninety-Nine Million and Forty Thousand Dollars (\$399,040,000) on the 28th day of June, 2024, together with interest on said sum at the Interest Rate set forth above, from the Date of Issue, to but not including June 28, 2024, at the rate of interest per annum set forth in the Resolution (as hereinafter defined) calculated on the basis of actual days elapsed in a 365/366 - day year. Both the principal of and interest on this Note shall be payable in such coin or currency as at the place and at the time of payment shall be legal tender for the payment of public and private debts in the United States or by instrument payable in immediately available legal tender as aforesaid, at the corporate trust office of U.S. Bank Trust Company, National Association, in Philadelphia, Pennsylvania, as Sinking Fund Depository and Fiscal Agent (“Fiscal Agent”).

This Note is one of a series of Tax and Revenue Anticipation Notes, Series A of 2023-2024 (“Notes”), authorized and issued in the aggregate principal amount of \$399,040,000, in accordance with the provisions of the Local Government Unit Debt Act 53 Pa. C.S.A. §§ 8001, et seq. (“Act”), and pursuant to an authorizing resolution of the Board of Education of the School District (“Board”), duly adopted on October 19, 2023 (“Resolution”), providing for the issuance and sale of the Notes. Reference is hereby made to the Act, the Resolution and the Purchase Agreement (as defined in the Resolution) for a complete statement of the provisions thereof, including, without limitation, the conditions under which the Resolution may be modified, to all of which provisions each registered owner and, beneficial owner, or direct or indirect participant in any securities depository, as defined in the Resolution, from time to time, by acceptance hereof (including receipt of a book-entry credit evidencing an interest herein), assents as an explicit and material portion of the consideration running to the School District to induce it to adopt the Resolution, execute and deliver the Purchase Agreement and issue this Note. Copies of the Resolution are on file with the Fiscal Agent.

This Note is not subject to redemption prior to maturity.

This Note is issued under and in accordance with the Act, for the purpose of providing funds for current expenses payable in the current fiscal year in anticipation of the receipt of taxes and other revenues by the School District from the date of original delivery of the Notes to the stated maturity date thereof.

As required by the Act, this Note is equally and ratably secured with all other Notes and any Additional Notes issued under the Resolution by the pledge of, security interest in and a lien and charge on the taxes and other revenues of the School District specified in the Resolution to be received during the period from October 26, 2023 until June 30, 2024, except for amounts deposited daily in general obligation bond sinking funds of the School District, all as set forth in the Resolution. Such pledge, security interest, lien and charge have been perfected and are enforceable in the manner provided by the Act. The Notes are general obligations of the School District.

This Note is fully registered in the name of the owner on the Note register kept for the purpose at the designated corporate trust office of the Fiscal Agent, such registration to be noted hereon by the Fiscal Agent on behalf of the School District. No transfer or exchange shall be valid as against the School District or the Fiscal Agent unless made by the registered owner in person or by his/her duly authorized attorney or legal representative at the designated corporate trust office of the Fiscal Agent, upon surrender hereof, and similarly noted upon the Note register and hereon. Notes of a particular denomination may be exchanged for Notes of different authorized denominations of the same series. Upon any such transfer or exchange the School District shall issue and, after due authentication by the Fiscal Agent, shall deliver to or upon the order of the registered owner, a new registered Note or Notes, in authorized denominations aggregating the principal amount hereof, bearing the same series designation as this Note and registered in such names as shall be requested.

The School District and the Fiscal Agent may treat the person in whose name this Note is registered as the absolute owner of this Note for all purposes whether or not this Note shall be overdue, and neither the School District nor the Fiscal Agent shall be affected by any notice to the contrary. All payments of the principal of and interest on this Note made to the registered owner hereof in the manner set forth herein and in the Resolution shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid, whether or not notation of the same be made hereon, and any consent, waiver or action taken by such registered owner pursuant to the provisions of the Resolution shall be conclusive and binding upon such registered owner, his or her heirs, successors and assigns, and upon all transferees hereof, whether or not notation thereof be made hereon or on any Note issued in exchange herefor.

The School District covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the holders of the Notes of the interest on the Notes under Section 103 of the Internal Revenue Code of 1986, as amended ("Code"), and the applicable United States Treasury Regulations thereunder, and the School District further covenants that it will not directly or indirectly use or permit the use of any proceeds of the Notes or of any other funds of the School District, or take or omit to take any action that would cause the Notes to be "arbitrage bonds" within the meaning of

Section 148(a) of the Code and that it will comply with all the requirements of Section 148 of the Code to the extent applicable to the Notes.

All acts, conditions and things required to be done or performed precedent to and in the issuance of this Note or in the creation of the obligation of which this Note is evidence have been done and performed as required by law.

This Note shall not be entitled to any benefit under the Resolution or be valid or become obligatory for any purpose unless the Fiscal Agent's Authentication Certificate printed hereon is duly executed.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, The School District of Philadelphia has caused this Note to be executed in its name on its behalf by the manual or facsimile signature of a Member of the Board and its corporate seal or a facsimile thereof to be affixed or imprinted hereon, duly attested by the manual or facsimile signature of the Secretary or Assistant Secretary, this 19th day of October, 2023.

THE SCHOOL DISTRICT OF PHILADELPHIA

[SEAL]

By: _____
Member, Board of Education

ATTEST:

(Assistant) Secretary, Board of
Education

FISCAL AGENT'S AUTHENTICATION CERTIFICATE

This Note is the Note of the series designated herein, described in the within-mentioned Resolution. Printed on the reverse side hereof or annexed hereto is the complete text of the opinions of Ahmad Zaffarese LLC and Eckert Seamans Cherin & Mellott, LLC, each of Philadelphia, Pennsylvania, Co-Bond Counsel, executed originals of which are on file with the undersigned, delivered and dated on the date of the original delivery of, and payment for, the Notes of said series.

U.S. Bank Trust Company,
National Association,
Fiscal Agent

By: _____
Authorized Officer

Authentication Date: October 26, 2023

[Form of Assignment and Transfer]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

[Please type or print name, address (including

postal zip code) and Social Security or other

tax identification number of the transferee]

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ his/her attorney to transfer said Note on the books of the within described transfer agent with full power of substitution in the premises.

Dated:

NOTICE: The signature on this Assignment must correspond with the name as it appears on the face of the within Note in every particular, without alteration or enlargement or any change whatever.

In the presence of:

Signature Guaranteed:

_____(Type or Print Name)

NOTICE: Signature must be guaranteed by an approved eligible guarantor institution, an institution which is a participant in a Securities Transfer Association recognized signature guarantee program.

(Signature)

\$399,040,000

The School District of Philadelphia

Tax and Revenue Anticipation Notes, Series A of 2023-2024

NOTE PURCHASE CONTRACT

October 19, 2023

The School District of Philadelphia
440 North Broad Street
Philadelphia, PA 19130-4015

Ladies and Gentlemen:

The undersigned, BofA Securities, Inc. (the “Representative”), acting not as a fiduciary, advisor or agent for you, but on behalf of ourselves and the Underwriters listed on Exhibit “A” attached hereto (the Representative and such other underwriters being collectively called the “Underwriters”), offers to enter into the following agreement (the “Purchase Contract”) with The School District of Philadelphia (the “School District”). We shall not change such list of Underwriters without the prior written consent of the School District and we shall in any event remain on such list of Underwriters. This offer is made subject to the written acceptance of this Purchase Contract by the School District and the delivery of such acceptance to us at the offices of the School District not later than 10:00 P.M., Philadelphia time, on the date hereof. Upon the School District’s acceptance hereof, this Purchase Contract shall be binding upon the School District and upon the Underwriters, jointly and severally, in accordance with its terms and shall be an accepted purchase proposal for the Notes (as hereinafter defined) in accordance with the Act (as hereinafter defined).

The School District acknowledges and agrees that (i) the purchase and sale of the Notes pursuant to this Purchase Contract is an arm’s-length transaction between the School District and the Underwriters, (ii) in connection with such transaction, each Underwriter is acting solely as a principal and not as an agent, municipal advisor, financial advisor or a fiduciary of the School District, (iii) no Underwriter has assumed an advisory or fiduciary duty to the School District with respect to the offering of the Notes or the process leading thereto (whether or not such Underwriter, or any affiliate of such Underwriter, has advised or is currently advising the School District on other matters) or any other obligation to the School District with respect to the Notes except the obligations expressly set forth in this Purchase Contract, (iv) each Underwriter has financial and other interests that differ from those of the School District, and (v) the School District has consulted with and will consult with its own legal, financial and other advisors, if any, to the extent it deems appropriate in connection with the issuance and sale of the Notes. Each Underwriter acknowledges and agrees that nothing in the preceding sentence relieves it of any obligations or duties it has under applicable law and regulations or under this Purchase Contract.

1. **Purchase and Sale of the Notes.** Upon the terms and conditions and upon the basis of the representations hereinafter set forth, the Underwriters, jointly and severally, agree to purchase from the School District for offering to the public, and the School District agrees to sell to the Underwriters for such purpose all (but not less than all) of \$399,040,000 aggregate principal amount of its Tax and Revenue Anticipation Notes, Series A of 2023-2024 (the “Notes”). The Notes shall be dated the date of Closing (hereinafter defined), shall mature on June 28, 2024 and shall bear interest, from the date of issuance, payable at maturity, at the rate of 5.000% per annum, calculated on the basis of actual days elapsed in a 365/366 day year. The maturity date, principal amount, interest rate, and yield/price information of the Notes is provided in Schedule 1.

The purchase price for the Notes (the “Purchase Price”) is \$400,495,759.76 (which is equal to the aggregate principal amount of the Notes plus original issue premium of \$2,082,988.80, less an Underwriters’ Fee equal to \$627,229.04).

The proceeds of the Notes will be used to: (i) pay certain of the current operating expenses of the School District prior to the receipt of School District taxes and other School District revenues to be received for the Operating Budget of the School District from the date of issuance of the Notes until June 30, 2024 and (ii) pay the costs of issuance of the Notes.

The Official Statement, dated October 19, 2023, including the cover page and appendices attached thereto, relating to the Notes, in substantially the same form as the Preliminary Official Statement (defined herein), has been mutually agreed to in accordance with Section 5(b)(i) hereof and is hereinafter called the “Official Statement.”

2. **The Notes and the Preliminary Official Statement.**

(a) The Notes shall conform to the descriptions thereof contained in the Resolution (defined below), and shall be issued pursuant to the Local Government Unit Debt Act, 53 Pa. C.S. Chs. 80-82, (the “Act”), and a resolution of the School District (the “Resolution”) adopted by the Board of Education of the School District (the “Board”), on October 19, 2023.

(b) The School District hereby represents and warrants that the Preliminary Official Statement previously furnished to the Underwriters has been “deemed final” by the School District as of its date for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the “Rule”), except for the omission of such information as is permitted to be omitted in accordance with the applicable provisions of the Rule.

3. **Sale to Underwriters; Certain Agreements of the Underwriters.**

(a) It shall be a condition of the School District’s obligation to sell and deliver the Notes to the Underwriters and to the Underwriters’ obligation to purchase, to accept delivery of and to pay for the Notes, that the entire principal amount of the Notes authorized by the Act and the Resolution shall be issued, sold and delivered by the School District and purchased, accepted and paid for by the Underwriters at the Closing. The Underwriters agree as follows:

(i) (a) the Representative has been duly authorized to execute this Purchase Contract and has been duly authorized to act as Representative hereunder on behalf of the other Underwriters; (b) each is registered under the Securities Exchange Act of 1934, as

amended, as a broker or dealer or as a municipal securities dealer or is exempt from registration pursuant to rules adopted or an order issued by the Securities and Exchange Commission; and (c) to the best knowledge of each after due inquiry, it is in compliance with Rules G-37 and G-38 of the Municipal Securities Rulemaking Board (“MSRB”).

(ii) to make an initial public offering of the Notes at a price not in excess of the price set forth on the inside cover page of the Official Statement; however, the Underwriters reserve the right to make concessions to dealers and to change such initial offering price as the Underwriters shall deem necessary in connection with the marketing of the Notes.

(iii) to file, on or before the date of Closing, a copy of the Official Statement, including any supplements thereto, with the MSRB through its Electronic Municipal Market Access System.

3A. Establishment of Issue Price.

(a) The Representative, on behalf of the Underwriters, agrees to assist the School District in establishing the issue price of the Notes and shall execute and deliver to the School District at Closing an “issue price” or similar certificate, substantially in the form attached hereto as Exhibit “B”, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Representative, the School District, Eckert Seamans Cherin & Mellott, LLC and Ahmad Zaffarese LLC (“Co-Bond Counsel”), to accurately reflect, as applicable, the sales price or the initial offering price to the public of the Notes.

(b) The School District represents that it will treat the first price at which 10% of the Notes (the “10% test”) is sold to the public on the sale date as the issue price of the Notes.

(c) The Representative confirms that the Underwriters have offered the Notes to the public on or before the date of this Purchase Contract at the offering price (the “initial offering price”), or at the corresponding yield, set forth in the Official Statement. If the 10% test has not been satisfied for the Notes, the School District and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the School District to treat the initial offering price to the public of the Notes as of the sale date as the issue price of the Notes (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to the Notes, the Underwriters will neither offer nor sell unsold Notes to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriters have sold at least 10% of the Notes to the public at a price that is no higher than the initial offering price to the public.

The School District acknowledges that, in making the representation set forth in this subsection and in its certification, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price, including, but not limited

to, its agreement to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Notes to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Notes to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The School District further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement to comply with the hold-the-offering-price rule and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the requirements for establishing issue price, including, but not limited to, its agreement to comply with the hold-the-offering-price rule as applicable to the Notes.

(d) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A)(1) report the prices at which it sells to the public the unsold Notes allotted to it until it is notified by the Representative that the 10% test has been satisfied as to the Notes and (2) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires; (B) promptly notify the Representative of any sales of the Notes that, to its knowledge, are made to a purchaser who is a related party to an Underwriter participating in the initial sale of the Notes to the public; and (C) acknowledge that, unless otherwise advised by an Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by an Underwriter, dealer or broker-dealer is a sale to the public; and

(ii) any agreement among underwriters relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Notes allotted to it until it is notified by the Representative or the obligated Underwriter that the 10% test has been satisfied as to the Notes and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or the obligated Underwriter and as set forth in the related pricing wires.

(e) The Underwriters acknowledge that sales of any Notes to a related party shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) “public” means any person other than an underwriter or a related party to an underwriter,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the School District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the public),
- (iii) a purchaser of any of the Notes is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) “sale date” means the date of execution of this Purchase Contract by the Representative and the School District.

4. **Good Faith Deposit.** The Representative shall wire transfer to the order of the Fiscal Agent for the benefit of the School District the sum of \$4,000,000.00 (the “Good Faith Deposit”). The Good Faith Deposit shall be held uninvested until Closing. If the School District shall fail to deliver the Notes at the Closing, or if the School District shall be unable to satisfy the conditions to the obligations of the Underwriters contained herein (and such conditions are not waived by the Representative on behalf of the Underwriters), or if the obligations of the Underwriters shall be terminated for any reason permitted by this Purchase Contract, the Good Faith Deposit shall be immediately returned to us and such return shall constitute a full release and discharge of all claims by the Underwriters against the School District arising out of the transactions contemplated hereby. In the event that the Underwriters fail (other than for a reason permitted hereunder) to accept and pay for the Notes at the Closing, the amount of such Good Faith Deposit shall be retained by the School District as and for liquidated damages for such failure and for any defaults hereunder on the part of the Underwriters and such retention shall constitute a full release and discharge of all claims by the School District against the Underwriters arising out of the transactions contemplated hereby. At Closing, the Good Faith Deposit shall be applied

as a credit against the Purchase Price for the Notes and the remaining balance of the Purchase Price for the Notes shall be wired to or upon the order of the School District.

5. Use of Documents; Certain Covenants and Agreements of the School District

(a) The School District in the Resolution has authorized the use of the Official Statement, including any supplements or amendments thereto, and the information therein contained in connection with the public offering and sale of the Notes.

(b) The School District covenants and agrees:

(i) To cause to be made available to the Underwriters, at its expense, as soon as practicable after its acceptance of this Purchase Contract (but in any event, within seven (7) business days after its acceptance of this Purchase Contract and in any event in sufficient time to accompany any confirmation that requests payment from any customer, which time shall be specified in writing by the Representative to the School District), provided such date is not later than three (3) business days prior to the Closing, copies of the Official Statement, complete as of its date of delivery, to the Representative, in a form reasonably satisfactory to the Representative and executed on behalf of the School District by its duly authorized officer or officers (“Authorized Officers”), in sufficient quantity as reasonably determined by the Representative to enable the Underwriters to comply with Paragraph (b)(4) of the Rule and with the rules of the MSRB. The Representative shall supply in writing any reoffering information as shall be necessary or appropriate to complete the Official Statement at such time as will enable the School District to deliver the Official Statement at the time provided in this paragraph. The Representative agrees to send to the MSRB or its designee by certified or registered mail, or some other equally prompt means that provides a record of sending within one (1) business day after receipt of the Official Statement from the School District, two (2) copies of the Official Statement and two (2) copies of completed Form G-32 prescribed by the MSRB, including the CUSIP number or numbers for the issue. The School District shall prepare, or have prepared, the Official Statement, including any amendments thereto, in word-searchable PDF format and shall provide such electronic copy to the Representative no later than one (1) business day prior to the Closing to enable the Representative to comply with MSRB Rule G-32. The Representative agrees to submit the Official Statement to the MSRB’s Electronic Municipal Market Access system within one (1) business day after receipt of the Official Statement. The “end of the underwriting period” (as defined in the Rule) shall be the date of Closing unless the School District shall be otherwise notified in writing by the Representative. The School District agrees to make no material amendment to the Official Statement except as provided in Section 6(m) hereof. The School District has authorized and hereby ratifies and confirms the use by the Underwriters, prior to the date hereof, of the Preliminary Official Statement of the School District relating to the Notes, dated October 11, 2023, as supplemented on October 17, 2023 (which, together with all appendices and exhibits thereto and with such changes as the Underwriters shall have approved, and any additional supplement or amendment thereto, is herein called the “Preliminary Official Statement”) in connection with the public offering and sale of the Notes. The Underwriters acknowledge receipt of the Preliminary Official Statement prior to the date hereof and that they have reviewed the Preliminary Official Statement prior to the date hereof;

(ii) To apply the proceeds from the sale of the Notes as provided in the Resolution, subject to all of the terms and provisions of the Resolution, and to comply with the provisions of the tax compliance certificate executed by the School District at the time of delivery of the Notes;

(iii) To furnish such information and execute such instruments and take such action not inconsistent with law or established policy of the School District in cooperation with the Representative as the Representative may reasonably request to (a) qualify the Notes for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Representative may designate and (b) determine the eligibility of the Notes for investment under the laws of such states and other jurisdictions provided, however, that the School District will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction; and

(iv) To advise the Representative immediately of receipt by the School District of any notification with respect to the suspension of the qualification of the Notes for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

6. Representations and Warranties of the School District.

The School District represents and warrants to each of the Underwriters that:

(a) The School District is a separate independent home rule school district of the first class duly organized and existing under Philadelphia Home Rule Charter and the laws of the Commonwealth of Pennsylvania.

(b) By official action, the Board has duly adopted the Resolution in accordance with the Act; the School District has, and at the date of Closing will have, full legal right, power and authority: (i) to approve, execute, deliver and perform its obligations under this Purchase Contract and the Fiscal Agent's Agreement; (ii) to approve, execute, deliver and perform its obligations under the Continuing Disclosure Agreement to be dated the date of Closing between the School District and Digital Assurance Certification, L.L.C. (the "Continuing Disclosure Agreement"); and (iii) to adopt the Resolution and to issue and deliver the Notes to the Underwriters as provided therein and herein. The School District has, and at the date of Closing will have, duly authorized and approved the execution and delivery of, and the performance by the School District of, its obligations contained in the Notes, this Purchase Contract, the Fiscal Agent's Agreement and the Continuing Disclosure Agreement and the School District has, and at the date of Closing will have, duly authorized and approved the performance by the School District of its obligations contained in the Resolution and the consummation by it of all other transactions contemplated by this Purchase Contract and as described in the Official Statement, and at the date of Closing such authorization and approvals shall be in full force and effect and shall not have been rescinded; and the School District is now and at the date of Closing will be, in compliance with the provisions of the Resolution. When duly authorized, adopted (in the case of the Resolution), executed and delivered by the School District, the Resolution, the Notes, this Purchase Contract, the Fiscal Agent's Agreement and the Continuing Disclosure Agreement will constitute legal, valid and binding obligations of the School District enforceable against the School District

in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, or other laws or legal principles affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought and except to the extent that provisions relating to set-off, indemnity or waivers of notice are not permitted by applicable law or may not be otherwise valid or enforceable.

(c) Both at the time of acceptance hereof and at the date of the Closing, except as disclosed in the Official Statement, there shall not have been any material adverse change since June 30, 2022 in the results of operations or financial condition of the School District.

(d) The information in the Preliminary Official Statement relating to the School District did not as of its date and as of the date of the Official Statement contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of circumstances under which they were made, not misleading. Other than the sections in the Preliminary Official Statement captioned "UNDERWRITING," "BOOK-ENTRY-ONLY SYSTEM," and "FINANCIAL ADVISOR," and Appendices C and D, as to which no representation is made, the School District represents that it will notify the Representative in writing if anything comes to its attention which would lead the School District to believe that the information in the Preliminary Official Statement contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) At the time of the School District's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to clause (m) of Section 6 of this Purchase Contract) at all times subsequent thereto during the period up to and including the date of Closing, the information in the Official Statement relating to the School District does not, and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Other than the sections in the Official Statement captioned "UNDERWRITING," "BOOK-ENTRY-ONLY SYSTEM," and "FINANCIAL ADVISOR," and Appendices C and D, as to which no representation is made, the School District represents that it will notify the Representative in writing if anything comes to its attention which would lead the School District to believe that the information in the Official Statement will contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Except as disclosed in the Official Statement, there shall not have been any material adverse change in the financial condition or results of operations of the School District since the date of this Purchase Contract until the date of Closing which has not been communicated in a writing received by the Underwriters prior to the date of Closing.

(f) As of the time of acceptance hereof and as of the date of the Closing, except as disclosed in the Official Statement, the School District is not and will not be in breach of or in default under any applicable law or administrative regulation of the Commonwealth of Pennsylvania or the United States or any other governmental authority relating to the School District or any judgment, decision or decree applicable to the School District or any loan agreement, note, resolution, ordinance, agreement or other instrument to which the School District is a party or is otherwise subject, the consequence of which or the correction of which would

materially and adversely affect the operations of the School District as of such times; and, as of such times and except as disclosed in the Official Statement, the execution and delivery of this Purchase Contract, the Fiscal Agent's Agreement, the Continuing Disclosure Agreement and the Notes (the "Transaction Documents"), and the adoption of the Resolution and compliance with the provisions thereof do not and will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the Commonwealth of Pennsylvania or the United States or any other governmental authority or any judgment, decision or decree applicable to the School District or any loan agreement, note, resolution, ordinance or other instrument to which the School District is or may be subject.

(g) Except as disclosed in the Official Statement, no litigation or other legal proceeding is pending or, to the knowledge of the School District, threatened against the School District (i) that in any way challenges the right of any member of the Board to hold his or her respective office, or the respective powers of such offices or the entitlement to office of any official of the School District appointed by the Board, (ii) seeking to restrain or enjoin the issuance or delivery of any of the Notes, or the performance of any obligation of the School District under the Resolution, or challenging the provisions of the Act pursuant to which the Notes are being issued, or in any way contesting or affecting the validity of the Transaction Documents or contesting the powers of the School District or any authority for the issuance of the Notes or the adoption of the Resolution or the execution and delivery of the Transaction Documents, (iii) in which a final decision adverse to the School District would materially and adversely affect the financial condition or results of operations of the School District or the validity or enforceability of the Transaction Documents, or (iv) contesting in any way the completeness or accuracy of the Preliminary Official Statement or Official Statement or any supplement or amendment thereto.

(h) All approvals and consents of any governmental authority, legislative body, board, agency or commission, if any, to the extent required precedent to the adoption of the Resolution, the execution and delivery of the Transaction Documents, the issuance of the Notes or the performance by the Board and the School District of their obligations under the Act, the Resolution and the Transaction Documents have been obtained or will be duly obtained prior to Closing.

(i) [Intentionally Omitted].

(j) At the time of acceptance hereof and as of the date of the Closing, the financial statements of the School District for the fiscal year ended June 30, 2022, fairly present the financial position, and results of operations of the School District as of the date and for the period therein set forth; all of such financial statements, the combined balance sheet for Fiscal Year 2022, and the combined statement of revenues, expenditures and changes in fund balance for Fiscal Year 2022 contained in the Preliminary Official Statement and the Official Statement have been prepared by the School District in accordance with generally accepted accounting principles applied consistently (to the extent applicable), except as otherwise indicated in the Preliminary Official Statement and the Official Statement; and such financial statements, combined balance sheet and combined statement of revenues, expenditures and changes in fund balance have been reviewed by the Chief Financial Officer (the "CFO") of the School District.

(k) Prior to Closing, the School District will not take any action within or under its control that will cause any material adverse change in the financial condition or results of operations of the School District.

(l) The Notes and the Resolution conform in all material respects to the requirements of the Act. The Notes, when issued, authenticated and delivered and paid for in accordance with the Resolution and this Purchase Contract will be validly issued and delivered by the School District and will constitute the valid and binding obligations of the School District enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; and will be entitled to the benefits of the Act and the Resolution, including Sections 8125(a) and (b) of the Act and Act 85 of 2016.

(m) If at any time from the date hereof until the earlier of (i) twenty-five (25) days from the end of the underwriting period (as defined in the Rule), or (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than twenty-five (25) days following the end of the underwriting period, the School District becomes aware of any event within the knowledge of the School District which would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the School District shall promptly notify the Representative of such event and if, in the opinion of the School District or the Representative, such event, or any other event brought to the attention of the School District by the Representative, requires the preparation and publication of a supplement or amendment to the Official Statement, the School District, at its expense, promptly will prepare an appropriate amendment or supplement thereto to reflect such event, in a form and in a manner approved by the Representative and counsel to the Underwriters, and will furnish the Underwriters with a reasonable number of copies of the Official Statement as so supplemented or amended. The Representative agrees to file a copy of the Official Statement as so supplemented or amended with the MSRB and to notify the School District in writing of such filing and the date of such filing.

(n) In order to assist the Underwriters in complying with the requirements of the Rule, the School District will enter into the Continuing Disclosure Agreement in substantially the form of Appendix C to the Official Statement at or prior to the Closing.

(o) Except as disclosed in the Official Statement, the School District has complied in all material respects during the past five years with all continuing disclosure agreements in effect to which it is a party.

7. **Conditions Precedent.** The Underwriters have entered into this Purchase Contract in reliance upon the School District's representations and warranties herein and the performance by the School District of its obligations hereunder, which shall be true, complete and correct in all material respects at the date hereof and on and as of the Closing Date as if made on the Closing Date. The obligations of the Underwriters under this Purchase Contract are and shall be subject to the following further conditions:

(a) At the time of the Closing (i) the Resolution shall be in full force and effect, and shall not have been amended, modified or supplemented without the consent of the Underwriters, and (ii) the School District shall perform or have performed all of its obligations required under or specified in this Purchase Contract and the Resolution to be performed at or prior to the Closing; and

(b) The School District at the date of Closing shall not be, in default in the payment of principal or interest on any of its indebtedness and

(c) At the time of the Closing, all official action of the School District relating to the Notes and the Transaction Documents shall be in full force and effect and shall not have been amended, modified or supplemented, and the Representative shall have received, in appropriate form, evidence thereof.

(d) At or prior to the Closing, we shall receive the following documents:

(i) The Preliminary Official Statement and the Official Statement, and each supplement or amendment, if any, thereto.

(ii) A certified copy of the Resolution, duly adopted or executed by the School District and certified as being in full force and effect, with such supplements or amendments as may have been agreed to by the Representative acting in good faith.

(iii) The opinion of Co-Bond Counsel addressed to the Purchasers of the Notes and dated the date of Closing, in the form attached as Appendix “D” to the Official Statement, together with a reliance letter addressed to the Representative.

(iv) A supplemental opinion of Co-Bond Counsel addressed to the Representative and dated the date of the Closing to the following effect:

(a) The statements contained in the Official Statement under the headings “INTRODUCTION - Authority for Issuance and Security for the Series A Notes,” “INTRODUCTION – Purpose of the Series A Notes,” “INTRODUCTION – Description of the Series A Notes,” “INTRODUCTION – Continuing Disclosure Undertaking,” “GENERAL,” “SECURITY FOR THE SERIES A NOTES,” “CONTINUING DISCLOSURE AND ADDITIONAL INFORMATION—Continuing Disclosure Undertaking,” and “MISCELLANEOUS – Negotiable Instruments,” insofar as such statements summarize certain provisions of the Notes, the Resolution, the Fiscal Agent’s Agreement, the Continuing Disclosure Agreement, the Act, the School Code and Act 85 of 2016 (as such terms are defined in the Official Statement), are reasonable summaries of such provisions and the statements contained in the Official Statement under the heading “TAX MATTERS” accurately reflect Co-Bond Counsel’s opinions as to the federal tax exemption applicable to the Notes and the Pennsylvania tax exemptions applicable to the Notes, to the extent such opinions are described therein.

(b) The Official Statement has been duly approved, executed and delivered by the School District.

(c) The Notes are exempt from registration under the Securities Act of 1933, as amended, and the Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended.

(d) This Purchase Contract, the Fiscal Agent's Agreement and the Continuing Disclosure Agreement have each been duly authorized, executed and delivered by the School District and, assuming the due authorization, execution and delivery thereof by the other parties thereto, each constitutes a valid and binding agreement on the part of the School District, enforceable in accordance with its terms, except as enforcement thereof may be limited by laws relating to bankruptcy, insolvency, moratorium or other similar laws or legal or equitable principles affecting the enforcement of creditors' rights and except as to provisions for indemnification, waivers of defenses and provisions purporting to limit types of damages, as to which no opinion need be expressed.

In addition, Co-Bond Counsel shall state in their letter containing the foregoing opinion, or in a separate letter dated the date of the Closing, that, without having undertaken to determine independently the accuracy, adequacy or completeness of the contents of the Official Statement (including the appendices thereto), nothing has come to the attention of such counsel in connection with their engagement as Co-Bond Counsel in respect of the issuance of the Notes which would lead them to believe that the Official Statement, as of its date, and as of the date of Closing (except as to the financial, statistical and tabular data and projections contained in the Official Statement and the Appendices thereto and the sections captioned "FINANCIAL ADVISOR," "BOOK-ENTRY-ONLY SYSTEM," and "UNDERWRITING," and the Appendices thereto as to which no statement need be made), contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(v) An opinion of the General Counsel of the School District addressed to the Representative and Co-Bond Counsel, dated the date of Closing, to the effect that:

(a) As of such date, except as disclosed in the Official Statement, no litigation or other legal proceeding is pending or, to the best of her knowledge, threatened (1) in any way challenging the right of any member of the Board, or any official of the School District signatory hereto or referred to herein to hold his office, or the respective powers of the School District or such offices, or (2) seeking to restrain or enjoin the issuance or delivery of any of the Notes, or the pledge made by the School District pursuant to Section 8125 of the Act, or in any way contesting or affecting the validity of the Notes or the Resolution, this Purchase Contract, the Fiscal Agent's Agreement or the Continuing Disclosure Agreement or contesting the powers or authority of the School District for the issuance of the Notes, the adoption of the Resolution or any power of the School District to perform its obligations under the Transaction Documents, or (3) contesting in any way the completeness or accuracy of the Official Statement.

(b) The School District is duly organized and validly existing under the laws of the Commonwealth of Pennsylvania and the Resolution has been

duly adopted by the Board at a meeting convened and held in accordance with the laws of the Commonwealth of Pennsylvania.

(c) The Purchase Contract, the Fiscal Agent's Agreement and the Continuing Disclosure Agreement have been duly authorized, executed and delivered by the School District and, assuming the due authorization, execution and delivery thereof by the other parties thereto, constitute valid and binding agreements on the part of the School District, enforceable in accordance with their terms, except as enforcement thereof may be limited by laws relating to bankruptcy or insolvency or other similar laws or equitable principles affecting the enforcement of creditors' rights generally, and as to indemnification provisions and provisions purporting to limit types of damages, as to which no opinion is rendered.

(d) The information presented in APPENDIX A to the Official Statement under the captions "SCHOOL DISTRICT OPERATIONS," "SCHOOL DISTRICT LABOR RELATIONS," "INSURANCE," and "LEGAL PROCEEDINGS" has been reviewed by her or on her behalf, and nothing has come to her attention which would lead her to believe that such information contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) The information presented in the Official Statement under the captions "INTRODUCTION - The School District of Philadelphia," "INTRODUCTION - Purpose of the Series A Notes" "INTRODUCTION - Description of the Series A Notes" and "NO LITIGATION AFFECTING THE SERIES A NOTES," and in APPENDIX A to the Official Statement under the captions "THE SCHOOL DISTRICT OF PHILADELPHIA," "SCHOOL DISTRICT FINANCIAL PROCEDURES," "SOURCES OF SCHOOL DISTRICT REVENUE," "SCHOOL DISTRICT EXPENDITURES," and "CERTAIN FINANCIAL INFORMATION OF THE SCHOOL DISTRICT" (except for any financial or statistical data or tabular data or projections included therein as to which no statement is made) has been reviewed by her or on her behalf, and nothing has come to her attention which would lead her to believe that such information contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) Except as disclosed in the Official Statement, there is no litigation or other legal proceeding pending or, to the best of her knowledge, threatened, against the School District in which a final decision adverse to the School District would materially and adversely affect the financial condition or results of operations of the School District.

(vi) An opinion, in form and substance satisfactory to the Representative, dated the date of Closing, addressed to the Underwriters, of Cozen O'Connor, counsel to the Underwriters.

(vii) Copies of the letters from Moody's Investors Service ("Moody's") and Fitch Ratings, Inc. ("Fitch") to the School District giving the Notes ratings of "MIG 1" and "F1+", respectively. The Chief Financial Officer of the School District shall deliver a certificate dated the date of Closing to the effect that he or she has not been advised that such ratings have been revoked, suspended or downgraded.

(viii) The tax compliance certificate of the School District, in form and substance satisfactory to Co-Bond Counsel and the Representative, signed by an authorized officer or designee of the School District.

(ix) With respect to the Notes, the completed Form 8038-G, to be filed with the Internal Revenue Service.

(x) A certificate, dated the date of the Closing, signed by the Superintendent of the School District (the "Superintendent") and the CFO of the School District to the effect that, to the best of their knowledge, (i) the representations and warranties of the School District contained herein are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing, and (ii) no event having a material effect on the School District has occurred since the date of the Official Statement which has not been disclosed therein or by supplement or amendment thereto and which should be disclosed in the Official Statement for the purpose for which it is to be used or which should be disclosed therein in order to make the statements and information therein relating to the School District not misleading in any material respect.

(xi) A certificate, dated the Closing Date, of a principal of Phoenix Capital Partners, LLP (the "Financial Advisor") to the effect that as Financial Advisor to the School District, which includes, inter alia, its participation in the preparation of the Official Statement, nothing has come to its attention which would lead it to believe that the information in the Official Statement, (other than the Sections headed "BOOK-ENTRY-ONLY SYSTEM," and "UNDERWRITING," and in Appendices B, C and D thereto, as to which no statement need be expressed) contains any untrue statement of a material fact or omits to state a material fact, necessary to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(xii) Evidence of receipt by the Pennsylvania Community and Economic Development of the notice of filing of the School District regarding the Notes.

(xiii) A copy of the documents to be filed with the Pennsylvania Department of Education pursuant to Act 85 of 2016 evidencing issuance of the Notes.

(xiv) A copy of the UCC-1 financing statements with respect to the Notes to be filed with the Department of State in form and substance acceptable to Co-Bond Counsel and the Representative.

(xv) A certificate of the Fiscal Agent dated the Closing Date with respect to the due authorization, execution and delivery of the Fiscal Agent's Agreement, and the incumbency and signatures of the officers executing the applicable agreements to which the Fiscal Agent is a party.

(xvi) Such additional legal opinions, certificates, instruments and other documents as the Representative or counsel to the Underwriters may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the School District's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the School District on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the School District.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Representative.

If the School District shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Notes contained in this Purchase Contract, or if such obligations of the Underwriters shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriters nor the School District shall have any further obligations hereunder, except as provided in Section 4 hereof. However, the Representative may in its discretion waive one or more of the conditions imposed by this Purchase Contract for the protection of the Underwriters and proceed with the Closing.

8. Closing

(a) At 9:30 a.m., Philadelphia time, on October 26, 2023 or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the School District and us (the "Closing Date"), the School District will cause the delivery to the Representative (via DTC's "FAST" closing system), of one definitive Note. The School District will deliver to us at the office of Eckert Seamans Cherin & Mellott, LLC Philadelphia, Pennsylvania, or at such other place (or, alternatively, in such electronic or other manner) as parties hereto shall both agree, at such time and on such date, the documents hereinafter set forth below. We will accept such delivery and pay the balance of the Purchase Price as set forth in Section 1 hereof, by wire transfer in immediately available funds to the order of the School District (the "Closing").

(b) The Notes shall be delivered in fully registered form, without coupons, bearing CUSIP number(s) and registered in the name of Cede & Co. and shall be made available to the Representative at least one (1) business day before the Closing for purposes of inspection. Notwithstanding the foregoing, neither the failure to print CUSIP numbers on any Note nor any error with respect thereto shall constitute cause for failure or refusal by the Underwriters to accept delivery of and pay for the Notes on the date of Closing in accordance with the terms of this Purchase Contract.

9. Termination. The Representative may terminate this Purchase Contract with respect solely to the purchase of the Notes without liability therefor by notification to the School District if at any time on or prior to the Closing Date:

(a) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any governmental agency having jurisdiction shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Notes is in violation of any provisions of the Securities Act of 1933, as amended; or

(b) there shall have occurred any new outbreak of (or an escalation of existing) hostilities or other national or international calamity or crisis, or a default with respect to the debt obligations of, or the institution of proceedings under any bankruptcy law by or against, any state of the United States or agency thereof or any city in the United States having a population of over one million, the effect of which on the financial markets in the United States being such as, in the reasonable judgment of the Representative, would make it impracticable for the Representative to market the Notes or to enforce contracts for the sale of the Notes; or

(c) there shall be in force a general suspension of trading on the New York Stock Exchange; or any other national securities exchange; or

(d) a general banking moratorium shall have been declared by federal, New York or Pennsylvania authorities having jurisdiction and be in force or a material disruption in commercial banking or securities settlement or clearance services insofar as they relate to the municipal bond market shall have occurred; or

(e) an event described in Section 6(m) hereof occurs which requires or has required a supplement or amendment to the Official Statement and which, in the reasonable judgment of the Representative, even if the Official Statement were so amended or supplemented, would materially and adversely affect the ability of the Underwriters to enforce contracts for the sale of the Notes; or

(f) legislation shall be enacted by the Congress of the United States or by a state legislature or adopted by any house thereof or a decision by a Court of the United States or the United States Tax Court or a state court shall be rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other federal or state governmental agency shall be made, with respect to federal or state taxation upon interest received on bonds or notes of the general character of the Notes, which would have the effect of changing directly or indirectly the federal or state income tax consequences of interest on bonds or notes of the general character of the Notes in the hands of the owners thereof, which in the reasonable judgment of the Representative would materially and adversely affect the ability of the Underwriters to enforce contracts for the sale of the Notes; or

(g) legislation shall be enacted or a decision by a court of competent jurisdiction shall hereafter be rendered, or action shall hereafter be taken or a ruling or regulation shall hereafter be issued by the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject, the effect of which, in the opinion of counsel to the Representative, is that: (i) the Notes are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect; or (ii) the Resolution is not exempt from the registration, qualification or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; or

(h) there shall have occurred or any notice shall have been given of any downgrading, suspension or withdrawal by Fitch or Moody's of a rating based on the provisions of Section 8125 (a) or (b) of the Act assigned to any of the School District's obligations substantially similar to the Notes; or

(i) the New York Stock Exchange or other national securities exchange, or any governmental authority shall have: (i) imposed additional material restrictions not in force as of the date hereof with respect to trading in securities, generally, or to the Notes or similar obligations; or (ii) materially increased restrictions now in force with respect to the charge to the net capital requirements of underwriters or broker-dealers; or (iii) established minimum or maximum prices on any such national securities exchange.

10. **Expenses.**

(a) The Underwriters shall be under no obligation to pay, and the School District shall pay, any expenses incident to the performance of the School District's obligations hereunder, including, but not limited to (i) the cost of preparation, printing and delivery of the Preliminary Official Statement and the Official Statement; (ii) the cost of preparation and printing of the Notes; (iii) the cost of the preparation and printing or other reproduction of the Resolution; (iv) the fees and disbursements of Co-Bond Counsel, the Financial Advisor, the Fiscal Agent, and the fees and disbursements of any other experts, consultants or advisers retained by the School District; (v) the legal fees and disbursements of Underwriters' counsel; and (vi) the fees, if any, for ratings.

(b) The Underwriters shall pay the following, which may be included as an expense component of the Underwriter's fee (i) all advertising expenses in connection with the public offering of the Notes and the cost of qualifying the Notes for sale in various states chosen by the Underwriters, (ii) costs incurred in connection with the online investor presentations and investor meetings (which may include meals and transportation) and (iii) all other expenses incurred by them or any of them in connection with their public offering and distribution of the Notes.

11. **Notices.** Any notice or other communication to be given to the School District under this Purchase Contract may be given by delivering the same in writing to the Superintendent, with a copy to the CFO of the School District, delivered in each case to 440 N. Broad Street, 3rd Floor, Philadelphia, Pennsylvania, 19130, and any notice or other communications to be given to the Underwriters under this Purchase Contract (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing to BofA Securities, Inc., 4 Penn Center, 1600 JFK Boulevard, Philadelphia, PA 19103, Attention: Anthony Griffith, Managing Director.

12. **No Personal Recourse.** No personal recourse shall be had for any claim based on this Purchase Contract against any member, officer, or employee, past, present or future, of the Board, the School District (including without limitation, the Disclosure Representative, as defined in the Continuing Disclosure Agreement), or of any successor body as such, either directly or through the Board, the School District or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

13. **Entire Agreement.** This Purchase Contract, when accepted by the School District in writing as heretofore specified, shall constitute the entire agreement between us, supersedes all oral statements, prior writings and representations with respect thereto, and is made solely for the benefit of the School District and the Underwriters, including the successors or assigns of any Underwriter. No other person, including any purchaser of any Note from the Underwriters, or otherwise, solely by reason of purchase thereof, shall acquire or have any right hereunder or by virtue hereof. All of the representations, warranties and agreements in this Purchase Contract of the School District and the Underwriters shall remain operative in full force and effect, regardless of delivery of any payment for the Notes hereunder. In case any one or more provisions of this Purchase Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Purchase Contract, and this Purchase Contract shall be construed and enforced as if such invalid, illegal or unenforceable provisions had never been contained therein.

14. **Choice of Law.** This Purchase Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to contracts made and performed in such Commonwealth.

15. **Counterparts.** This Purchase Contract may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(signature page follows)

Very truly yours,

BOFA SECURITIES, INC.
acting on behalf of itself and the Underwriters
named on Exhibit A

By: _____
Name: _____
Title: _____

Accepted: this 19th day of October 2023

THE SCHOOL DISTRICT OF
PHILADELPHIA

By: _____
Name: _____
Title: _____

Schedule 1

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Rate</u>	<u>Yield</u>	<u>Price</u>
June 28, 2024	\$399,040,000	5.000%	4.200%	100.522

EXHIBIT A

UNDERWRITERS

BofA Securities, Inc.
Loop Capital Markets LLC
Morgan Stanley & Co. LLC
PNC Capital Markets LLC
RBC Capital Markets, LLC

EXHIBIT B

ISSUE PRICE CERTIFICATE

The School District of Philadelphia
440 North Broad Street
Philadelphia, PA 19130

Eckert Seamans Cherin & Mellott, LLC
50 South 16th Street, 16th Floor
Philadelphia, PA 19102

Ahmad Zaffarese LLC
One South Broad Street, Suite 1810
Philadelphia, PA 19107

**Re: The School District of Philadelphia
\$399,040,000 Tax and Revenue Anticipation Notes, Series A of 2023-2024**

Ladies and Gentlemen:

This Certificate is furnished by BofA Securities, Inc., as Representative (the “Representative”) of the underwriters (collectively with the Representative, the “Underwriting Group”) in connection with the sale and issuance by The School District of Philadelphia (the “Issuer”) of \$399,040,000 Tax and Revenue Anticipation Notes, Series A of 2023-2024 (the “Notes”) issued on October 26, 2023.

The Notes were sold by the Issuer to the Underwriting Group on the Sale Date pursuant to a Note Purchase Contract dated October 19, 2023 between the Issuer and the Representative on behalf of itself and the other Underwriters.

The Representative hereby certifies and represents the following, based upon information available to us:

1. Sale of the Notes. The Underwriters offered the Notes to the public at the offering price (the “initial offering price”), or at the corresponding yield, set forth in the Official Statement. On the Sale Date, the first price at which at least 10% of the Notes (the “10% test”) was sold to the Public is the price listed in Schedule 1.

2. Defined Terms.

(a) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this Certificate means

any two or more persons who have more than 50 percent common ownership, directly or indirectly.

(b) Sale Date means the first day on which there is a binding contract in writing for the sale of the Notes. The Sale Date of the Notes is October 19, 2023.

(c) Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

[PLACEHOLDER IF YIELD OR WAM CALCULATIONS]

However, notwithstanding the foregoing, we remind you that we are not accountants or actuaries, nor are we engaged in the practice of law. Accordingly, while we believe the calculations described above to be correct, we do not warrant them to be so, nor do we warrant their validity for purposes of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”).

[Remainder of the Page Left Blank]

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Code, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance Certificate and with respect to compliance with the federal income tax rules affecting the Notes, and by Co-Bond Counsel, in connection with rendering their opinions that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G and other federal income tax advice they may give to the Issuer from time to time relating to the Notes. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the Underwriting Group.

BOFA SECURITIES, INC.
acting on behalf of itself and the Underwriters
named on Exhibit A

By: _____
Name: _____
Title: _____

Action Item - •

Title: Authorizing The Issuance of General Obligation Bonds, Series A of 2023 - Added 10.3.2023

Board of Education Meeting Date: 10/19/2023

Action under consideration

Place Holder

Office Originating Request: Finance

ATTACHMENTS:

Description

General Obligation Bond Item

General Obligation Bond Purchase Agreement

Type

Supporting Document

Supporting Document

**RESOLUTION OF THE BOARD OF EDUCATION OF
THE SCHOOL DISTRICT OF PHILADELPHIA**

AUTHORIZING THE ISSUANCE OF

OF

GENERAL OBLIGATION BONDS
SERIES A OF 2023

and

GENERAL OBLIGATION BONDS
SERIES B OF 2023
(GREEN BONDS)

Adopted October 19, 2023

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OCTOBER 19, 2023

**RESOLUTION OF THE BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF PHILADELPHIA**

AUTHORIZING AND DIRECTING THE INCURRENCE OF NON-ELECTORAL DEBT THROUGH THE ISSUANCE OF TWO SERIES OF GENERAL OBLIGATION BONDS OF THE SCHOOL DISTRICT OF PHILADELPHIA (“SCHOOL DISTRICT”) IN THE AGGREGATE PRINCIPAL AMOUNT OF \$342,655,000 CONSISTING OF \$292,855,000 GENERAL OBLIGATION BONDS, SERIES A OF 2023 (“SERIES A BONDS”) AND \$49,800,000 GENERAL OBLIGATION BONDS, SERIES B OF 2023 (GREEN BONDS) (“SERIES B BONDS” AND TOGETHER WITH THE SERIES A BONDS, THE “BONDS”), CONSTITUTING NON-ELECTORAL DEBT, FOR THE PURPOSES OF (I) MAKING CERTAIN CAPITAL IMPROVEMENTS IN AND FOR THE SCHOOL DISTRICT (“CAPITAL PROJECT”) AS SPECIFIED HEREIN; AND (II) PAYING THE COSTS OF ISSUING THE BONDS; STATING THE REALISTIC ESTIMATED USEFUL LIVES OF THE CAPITAL IMPROVEMENTS FOR WHICH THE BONDS ARE TO BE ISSUED; AUTHORIZING THE CHIEF FINANCIAL OFFICER OR DEPUTY CHIEF FINANCIAL OFFICER TO TAKE CERTAIN ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE SERIES B BONDS AS GREEN BONDS; DIRECTING THE CHIEF FINANCIAL OFFICER OR DEPUTY CHIEF FINANCIAL OFFICER OF THE SCHOOL DISTRICT TO PREPARE AND VERIFY THE REQUIRED DEBT STATEMENT AND APPEND THERETO A BORROWING BASE CERTIFICATE; COVENANTING THAT THE SCHOOL DISTRICT SHALL INCLUDE THE AMOUNT OF ANNUAL DEBT SERVICE IN ITS BUDGET FOR EACH FISCAL YEAR AND APPROPRIATE AND PAY SUCH DEBT SERVICE IN EACH SUCH FISCAL YEAR; COVENANTING TO TIMELY FILE THE OFFICIAL STATEMENT RELATING TO THE BONDS WITH THE PENNSYLVANIA DEPARTMENT OF EDUCATION PURSUANT TO THE FISCAL CODE; CREATING SINKING FUNDS, AND PLEDGES AND APPROPRIATIONS OF ANNUAL DEBT SERVICE; AUTHORIZING THE CHIEF FINANCIAL OFFICER OR DEPUTY CHIEF FINANCIAL OFFICER OF THE SCHOOL DISTRICT TO CONTRACT WITH BANKS OR BANK AND TRUST COMPANIES FOR SERVICES AS SINKING FUND DEPOSITORY, TRANSFER AGENT, REGISTRAR AND PAYING AGENT FOR THE BONDS; COVENANTING THAT A PORTION OF RECEIPTS COLLECTED BY THE DEPARTMENT OF REVENUE OF THE CITY OF PHILADELPHIA ON BEHALF OF THE SCHOOL DISTRICT SHALL BE DEPOSITED ON EACH BUSINESS DAY IN THE SINKING FUNDS FOR THE BONDS; PROVIDING FOR THE DATES OF THE BONDS, INTEREST PAYMENT DATES AND DENOMINATIONS AND PROVISIONS FOR REDEMPTION; COVENANTING AS TO PAYMENT OF PRINCIPAL, REDEMPTION PRICE, IF ANY, AND INTEREST; PROVIDING FOR FACSIMILE SIGNATURES AND SEAL AND AUTHENTICATION; PROVIDING FOR THE NUMBERS,

THE STATED MATURITIES, THE PRINCIPAL MATURITY AMOUNTS, AND FIXING THE RATES OF INTEREST ON THE BONDS; AWARDING SUCH BONDS AT PRIVATE SALES AND AUTHORIZING THE EXECUTION OF A PURCHASE CONTRACT RELATING TO THE BONDS; AUTHORIZING AND DIRECTING THE CHIEF FINANCIAL OFFICER OR DEPUTY CHIEF FINANCIAL OFFICER OF THE SCHOOL DISTRICT TO CERTIFY AND TO FILE WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT CERTIFIED COPIES OF THE NECESSARY PROCEEDINGS; MAKING CERTAIN COVENANTS WITH RESPECT TO THE BONDS PURSUANT TO FEDERAL TAX LAW PROVISIONS; APPROVING THE OFFICIAL STATEMENT AND THE DISTRIBUTION THEREOF AND RATIFYING THE DISTRIBUTION OF THE PRELIMINARY OFFICIAL STATEMENT; MAKING VARIOUS OTHER APPROVALS AND DETERMINATIONS; AUTHORIZING THE PROPER OFFICERS OF THE SCHOOL DISTRICT TO DO ALL THINGS NECESSARY OR APPROPRIATE TO CARRY OUT THE RESOLUTION; AND RESCINDING ALL INCONSISTENT RESOLUTIONS.

WHEREAS, The School District of Philadelphia, a school district of the first class of the Commonwealth of Pennsylvania (“School District”), has the power and authority, pursuant to the Local Government Unit Debt Act, 53 Pa. C.S.A. §§8001 et seq. (“Act”), to incur non-electoral debt for the purposes of financing and re-financing the costs of capital improvements in and for the School District and to evidence such non-electoral debt by the issuance and sale of its general obligation bonds and general obligation refunding bonds; and

WHEREAS, the Board of Education (“Board”) of the School District has determined that it is necessary and desirable to provide for the funding of the capital projects contained in the School District’s Capital Improvement Program as more fully described in Exhibit A (the “Capital Project”); and

WHEREAS, the Board has determined to effect the financing of a portion of the Capital Project through the issuance and sale of the School District’s General Obligation Bonds, Series A of 2023 in the aggregate principal amount of \$292,855,000 (“Series A Bonds”) and a portion of the Capital Project through the issuance and sale of the School District’s General Obligation Bonds, Series B of 2023 (Green Bonds) in the aggregate principal amount of \$49,800,000 (“Series B Bonds”); and

WHEREAS, the Series A Bonds and the Series B Bonds are collectively referred to herein as the “Bonds.”

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF PHILADELPHIA, AS FOLLOWS:

Section 1. Authorization of Bonds.

(a) Series A Bonds. The Board does hereby authorize and direct the incurring of non-electoral debt of the School District in the amount of \$292,855,000 through the issuance of the School District's general obligation bonds in the aggregate principal amount of \$292,855,000. Such bonds shall be designated "The School District of Philadelphia, General Obligation Bonds, Series A of 2023, and shall be issued for the purposes of: (i) financing a portion of the costs of the Capital Project; and (ii) paying the costs of issuance of the Series A Bonds. The Series A Bonds shall mature and bear interest as set forth in Section 16(a)(i) hereof.

(b) Series B Bonds. The Board does hereby authorize and direct the incurring of non-electoral debt of the School District in the amount of \$49,800,000 through the issuance of the School District's general obligation bonds in the aggregate principal amount of \$49,800,000. Such bonds shall be designated "The School District of Philadelphia, General Obligation Bonds, Series B of 2023 (Green Bonds)", and shall be issued for the purposes of: (i) financing a portion of the costs of the Capital Project which is designed to be environmentally beneficial by reducing energy usage in certain School District buildings; and (ii) paying the costs of issuance of the Series B Bonds. The Series B Bonds shall mature and bear interest as set forth in Section 16(a)(ii) hereof.

Section 2. Estimated Useful Lives.

The realistic estimated weighted average useful life of the Capital Project that is being financed by the Series A Bonds and the Series B Bonds is hereby determined to be not less than 26 years. Realistic cost estimates have been obtained by the School District for the Capital Project from qualified persons as required by Section 8006 of the Act. The School District practices capital budgeting.

Section 3. Authorizations Relating to Green Bonds.

In connection with the issuance of the Series B Bonds as "Green Bonds", the Board does hereby authorize the Chief Financial Officer or Deputy Chief Financial Officer to, if deemed necessary or desirable by the Chief Financial Officer or Deputy Chief Financial Officer: (i) make certifications on behalf of the School District and/or obtain a second party opinion, verification, certification, report or rating, with respect to the "green bond" designation of the Series B Bonds, (ii) disclose such certification or second party opinion, verification, certification, report or rating in the Preliminary Official Statement or Official Statement (as hereinafter defined) relating to the Series B Bonds, and (iii) disclose to investors, in the form, content and manner deemed appropriate, information on the use of proceeds of the Series B Bonds until all of such proceeds are fully expended.

Section 4. Debt Statement and Borrowing Base Certificate.

The Chief Financial Officer or Deputy Chief Financial Officer of the School District is hereby authorized and directed to prepare and verify the debt statement required by Section 8110 of the Act and to append thereto a Borrowing Base Certificate, as required by the Act.

Section 5. General Obligation Covenant.

It is hereby covenanted with the owners from time to time of the Bonds that the School District shall: (i) include the amount of the debt service for the Bonds for each fiscal year in which such sums are payable in its budget for that year; (ii) appropriate such amounts from its general revenues for the payment of such debt service; and (iii) duly and punctually pay, or cause to be paid, from its sinking funds or any other of its revenues or funds the principal or redemption price of, and the interest on, the Bonds, at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the School District hereby pledges its full faith, credit and taxing power, within the limits established by law. This covenant shall be specifically enforceable.

Nothing in this Section shall be construed to give the School District any taxing power not granted by another provision of law.

Section 6. Daily Deposit Covenant for Bonds.

(a) The School District hereby covenants irrevocably with the owners from time to time of the Bonds, so long as the Bonds are outstanding, to irrevocably deposit on each business day of the City of Philadelphia ("City") with the Sinking Fund Depository, Transfer Agent, Registrar and Paying Agent hereinafter appointed for payment into each Sinking Fund established under Section 18 hereof, from the revenues collected by the Department of Collections of the City ("Department of Revenue") on behalf of the School District: (i) a sum of money which, together with other available moneys in each such Sinking Fund herein defined, including without limitation earnings on investments in such Sinking Fund, is necessary to accumulate in approximately equal daily installments the amount required to pay the next payment of principal or redemption price for the applicable series of Bonds by the date which is 15 days prior to the specified maturity or redemption date; and (ii) a sum of money which, together with other available moneys in each such Sinking Fund, including without limitation earnings on investments in such Sinking Fund, is necessary to accumulate in approximately equal daily installments the amount required to pay the interest due on the applicable series of Bonds on the next interest payment date by the date which is 15 days prior to the interest payment date; provided, however, that if the School District is unable to comply with the covenant set forth in this Section 6 due solely to the fact that revenues being collected by the Department of Revenue on behalf of the School District on a City business day are insufficient to make a particular daily deposit, this covenant shall not be deemed breached. The School District covenants to make up all deficiencies in each Sinking Fund and in all other sinking funds heretofore established by the School District for its general obligation bonds from the first revenues collected by the Department of Revenue on behalf of the School District until there are no longer any such deficiencies. The School District covenants to deposit from any other available revenues on the 15th day prior to any maturity, redemption or interest payment date (each a "Sinking Fund Deposit Date" for purposes of Section 633 of the School Code) an amount equal to any deficiency between the amount then on deposit in the applicable Sinking Fund and the amount due on such maturity, redemption or interest payment date.

(b) The Board hereby directs the School District’s agent, the Department of Revenue, and the Treasurer, severally, to cause the aforesaid moneys to be deposited on each City business day with the Fiscal Agent (hereinafter defined) and the other paying or fiscal agents for the outstanding series of general obligation bonds of the School District as designated depositories, all in compliance with the covenant of the School District set forth in this Section 6, the School Code, and the applicable provisions of the Act relating to sinking funds and sinking fund depositories.

(c) The foregoing covenant shall be in addition to, and not in the place of, the covenant of the School District set forth in Section 5 hereof. Nothing in this Section 6 shall be construed to give the School District any taxing power not granted by another provision of law.

Section 7. Covenant Regarding Section 1703-E.4 of the Fiscal Code.

In accordance with Section 1703-E.4 of the Act of April 9, 1929 (P.L. 343, No. 176), as amended, including by Act No. 85 of 2016 (P.L. 664, No. 85) (the “Fiscal Code”), the School District covenants to file with the Secretary of the Pennsylvania Department of Education (“PDE”), in such format as PDE may direct, within thirty (30) days of receipt of the proceeds of the Bonds, a copy of the final Official Statement for the Bonds, together with schedules of principal and interest, sinking fund deposit dates and debt service payment dates for each series of outstanding obligations of the School District which are subject to an intercept statute or intercept agreement.

Section 8. Provisions of the Bonds.

(a) The Bonds shall be issued in fully registered form in denominations of \$5,000 or whole multiples thereof. If at any time the School District shall have received an opinion of nationally recognized bond counsel to the effect that the issuance of Bonds in coupon form will not cause the interest on the Bonds that is excluded from gross income for federal income tax purposes to be includible in gross income of the holders thereof for federal income tax purposes, the School District, at its option, may have all or any portion of the Bonds of the same series and maturity issued in coupon form payable to such owners of such Bonds requesting Bonds in such form and in denominations of \$5,000 and whole multiples thereof, as may be specified by the School District in a supplemental resolution. The Bonds shall be dated their respective dates of its issuance, and shall bear interest calculated on the basis of twelve months of 30 days in a 360-day year, from the interest payment date next preceding such date of issue (except Bonds initially issued shall bear interest from the date of delivery thereof). Interest on the Bonds, shall be payable on the first day of March 1 and September 1 of each and every year, commencing March 1, 2024, until the maturity thereof.

(b) The Bonds, upon original issuance, are to be issued in the form of a single, fully registered bond for each maturity of each series thereof, in denominations equal to the principal amount of Bonds of each series maturing on each such date, and shall be delivered to The Depository Trust Company, New York, New York (“Securities Depository” or “DTC”), or its nominee, Cede & Co. Each such Bond shall be registered on the registration books kept by the Fiscal Agent (hereinafter defined), as registrar and transfer agent, in the name of the Securities Depository or, at the Securities Depository’s option, in the name of Cede & Co., as the Securities Depository’s nominee, and no beneficial owners thereof will receive certificates representing their

respective interests in such Bonds, except in the event the Fiscal Agent issues replacement bonds (“Replacement Bonds”) as provided in Section 12 of this Resolution.

Section 9. Payment of Bonds.

(a) The Bonds shall be payable as to principal or redemption price in then lawful money of the United States of America at the corporate trust office of U.S. Bank Trust Company, National Association, located in Philadelphia, Pennsylvania, which is hereby appointed Sinking Fund Depository, Transfer Agent, Registrar and Paying Agent in respect of the Bonds (“Fiscal Agent”). Interest on the Bonds shall be paid by check or draft in then lawful money of the United States of America drawn upon the Fiscal Agent and mailed on the applicable interest payment date to the registered owner of the Bond at his or her address as it appears on the registration books of the School District kept by the Fiscal Agent or by wire transfer to a bank account in the continental United States to registered owners of more than \$1,000,000 in aggregate principal amount of Bonds at the written request of such registered owners.

(b) So long as the Bonds are registered in the name of the Securities Depository or its nominee, to the extent available, the Fiscal Agent shall transfer (i) on each interest payment date, the amount of interest due on each Bond on such date to the Securities Depository, and (ii) on each mandatory sinking fund installment date, principal payment date or redemption date, upon surrender of the Bonds maturing on such date, the amount of principal or redemption price due on each such date to the Securities Depository, at the addresses set forth in DTC’s Operational Arrangements, which amounts so transferred, shall be, on the interest and principal payment date or redemption date, at the principal office of the Securities Depository, immediately available funds. All payments made by the Fiscal Agent to the Securities Depository or its nominee shall fully satisfy the School District’s obligations to pay principal or redemption price of and interest on the Bonds to the extent of such payments, and no Securities Depository participant (direct or indirect) or beneficial owner of any interest in any Bond registered in the name of the Securities Depository or its nominee shall have any recourse against the School District or the Fiscal Agent hereunder for any failure by the Securities Depository to remit payment to any direct or indirect participant therein or failure by any such participants to remit such payments to the beneficial owners of such Bonds.

Section 10. Registration and Transfer.

(a) The School District shall keep at the designated corporate trust office of the Fiscal Agent books for the registration, exchange and transfer of Bonds of the applicable Series and hereby appoints the Fiscal Agent its registrar and transfer agent to keep such books and to make such registrations, exchanges and transfers under such regulations as the School District or the Fiscal Agent may prescribe and as set forth in the form of Bonds.

(b) The Bonds may be transferred upon the registration books maintained by the Fiscal Agent upon delivery to the Fiscal Agent of the Bonds accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Fiscal Agent, duly executed by the registered owner of the Bonds to be transferred or his or her duly authorized attorney-in-fact or other legal representative, containing written instructions as to the details of the transfer of such Bonds. No transfer of any Bond shall be effective until entered on the registration books maintained by the Fiscal Agent or its successor. In like manner Bonds may be exchanged

by the registered owners thereof or by their duly authorized attorneys-in-fact or other legal representative for Bonds of the same series and maturity and of authorized denomination or denominations in the same aggregate principal amount.

Section 11. Execution of Bonds.

The Bonds shall be executed by the manual or facsimile signature of any member of the Board on behalf of the School District and shall have an impression or a facsimile of the corporate seal of the School District affixed thereto, duly attested by the manual or facsimile signature of the Secretary or Assistant Secretary or any member of the Board and the said officers are hereby authorized to execute the Bonds in such manner. Any member of the Board is authorized and directed to deliver, or cause to be delivered, the Bonds to the purchasers thereof against the full balance of the purchase price therefor. The Bonds shall not be valid or obligatory in the hands of the owners thereof unless authenticated by the manual signature of a duly authorized officer of the Fiscal Agent.

Section 12. Replacement Bonds.

(a) The School District, in its sole discretion and without the consent of any other person, may terminate the services of the Securities Depository with respect to the Bonds, if the School District determines that:

(i) the Securities Depository is unable to discharge its responsibilities with respect to the Bonds;

(ii) a continuation of the requirement that all of the then outstanding Bonds be registered in the registration books kept by the Fiscal Agent in the name of the nominee of the Securities Depository is not in the best interests of the beneficial owners of the Bonds; or

(iii) it is in the best interests of the School District to do so and the interests of the beneficial owners of the Bonds would not be adversely affected thereby.

(b) Upon the termination of the services of the Securities Depository with respect to the Bonds under Section 12(a) hereof, or upon the discontinuance of such services pursuant to Section 12(c) hereof after which no substitute securities depository willing to undertake the functions of the Securities Depository can be found which, in the opinion of the School District, is willing and able to undertake such functions upon reasonable and customary terms, then the Fiscal Agent in reliance on information provided to it by the Securities Depository shall authenticate and cause delivery of Replacement Bonds with respect to the interests of the beneficial owners of the Bonds. The School District will pay all costs incurred in connection with the printing, authentication and delivery of Replacement Bonds. Upon issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Fiscal Agent or alternate or successor transfer agent or paying agent to the extent applicable with respect to such Replacement Bonds.

(c) The Securities Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the School District and the Fiscal Agent

as provided in DTC's Operational Arrangements and discharging its responsibilities with respect thereto under applicable law.

Section 13. Provisions for Redemption.

(a) Optional Redemption.

(i) The Series A Bonds maturing on or after September 1, 2034, are subject to redemption at the option of the School District, from monies available therefor, on or after September 1, 2033, in whole at any time, and in part from time to time, and if in part by lot within a maturity and with respect to particular maturities or portions thereof as determined by the School District, at a redemption price equal to 100% of the principal amount of the Series A Bonds to be redeemed plus accrued and unpaid interest on the Series A Bonds to be redeemed to the date of redemption.

(ii) The Series B Bonds maturing on or after September 1, 2034, are subject to redemption at the option of the School District, from monies available therefor, on or after September 1, 2033, in whole at any time, and in part from time to time, and if in part by lot within a maturity and with respect to particular maturities or portions thereof as determined by the School District, at a redemption price equal to 100% of the principal amount of the Series B Bonds to be redeemed plus accrued and unpaid interest on the Series B Bonds to be redeemed to the date of redemption.

(b) Mandatory Sinking Fund Redemption.

(i) The Series A Bonds maturing September 1, 2048 ("Series A Term Bonds") are subject to mandatory redemption prior to maturity by the School District, in part, on September 1 of the years (each a "Series A Mandatory Sinking Fund Redemption Date") and in the principal amounts set forth below, within the maturity by lot, at a redemption price equal to the principal amount of Series A Bonds to be redeemed plus interest accrued to the date fixed for redemption, from funds which the School District hereby covenants to deposit in the Series A Mandatory Redemption Account created in the Series A Sinking Fund established pursuant to Section 18(a) of this Resolution, annually, on or before September 1 of the years set forth below:

<u>Series A Bonds Maturing September 1, 2048</u>	
<u>Mandatory Sinking Fund</u>	
<u>Redemption Date</u> <u>(September 1)</u>	<u>Principal Amount</u> <u>to be Redeemed</u>
2044	\$16,530,000
2045	\$17,465,000
2046	\$18,450,000
2047	\$19,495,000
2048	\$20,595,000

* Maturity

In lieu of redeeming the principal amount of the Series A Bonds set forth in this Subsection 13(b)(i) or any portion thereof, the School District or the Fiscal Agent with the written approval of the School District may apply the moneys required to be deposited in the Mandatory Sinking Fund Account of the Series A Sinking Fund to the purchase of a like principal amount of Series A Bonds at prices no higher than the principal amount thereof, provided the following conditions are met:

(a) firm commitments for the purchase must be made prior to the time notice of redemption would otherwise be required to be given; and

(b) if Bonds aggregating the principal amount of Series A Bonds required to be redeemed cannot be purchased, a principal amount of the Series A Bonds equal to the difference between the principal amount required to be redeemed and the principal amount purchased and delivered to the Fiscal Agent shall be redeemed as aforesaid.

In the event of purchases of Series A Bonds at less than the principal amount thereof, the balance remaining in the Mandatory Sinking Fund Account of the Series A Sinking Fund representing the difference between the purchase price and the principal amount of Series A Bonds purchased shall be applied as a credit to the next payments becoming due on the Series A Bonds to be made to the Series A Sinking Fund.

In the event a portion, but not all, of the Series A Bonds maturing on a particular date are to be redeemed pursuant to optional redemption or purchased by the School District and presented to the Fiscal Agent for cancellation, then the principal amount of any remaining mandatory sinking fund redemptions or the final maturity applicable to such Series A Bonds shall be reduced (subject to the ability to effect future redemptions of the Bonds of such maturity in authorized denominations) in such amounts as specified by the School District.

(ii) The Series B Bonds maturing September 1, 2048 (“Series B Term Bonds”) are subject to mandatory redemption prior to maturity by the School District, in part, on September 1 of the years (each a “Series B Mandatory Sinking Fund Redemption Date”) and in the principal amounts set forth below, within the maturity by lot, at a redemption price equal to the principal amount of Series B Bonds to be redeemed plus interest accrued to the date fixed for redemption, from funds which the School District hereby covenants to deposit in the Series B Mandatory Redemption Account created in the Series B Sinking Fund established pursuant to Section 18(b) of this Resolution, annually, on or before September 1 of the years set forth below:

<u>Series B Bonds Maturing September 1, 2048</u>	
<u>Mandatory Sinking Fund</u>	
<u>Redemption Date</u> <u>(September 1)</u>	<u>Principal Amount</u> <u>to be Redeemed</u>
2044	\$2,810,000
2045	\$2,955,000
2046	\$3,105,000
2047	\$3,265,000
2048	\$3,430,000

* Maturity

In lieu of redeeming the principal amount of the Series B Bonds set forth in this Subsection 13(b)(ii) or any portion thereof, the School District or the Fiscal Agent with the written approval of the School District may apply the moneys required to be deposited in the Mandatory Sinking Fund Account of the Series B Sinking Fund to the purchase of a like principal amount of Series B Bonds at prices no higher than the principal amount thereof, provided the following conditions are met:

(c) firm commitments for the purchase must be made prior to the time notice of redemption would otherwise be required to be given; and

(d) if Bonds aggregating the principal amount of Series B Bonds required to be redeemed cannot be purchased, a principal amount of the Series B Bonds equal to the difference between the principal amount required to be redeemed and the principal amount purchased and delivered to the Fiscal Agent shall be redeemed as aforesaid.

In the event of purchases of Series B Bonds at less than the principal amount thereof, the balance remaining in the Mandatory Sinking Fund Account of the Series B Sinking Fund representing the difference between the purchase price and the principal amount of Series B Bonds purchased shall be applied as a credit to the next payments becoming due on the Series B Bonds to be made to the Series B Sinking Fund.

In the event a portion, but not all, of the Series B Bonds maturing on a particular date are to be redeemed pursuant to optional redemption or purchased by the School District and presented to the Fiscal Agent for cancellation, then the principal amount of any remaining mandatory sinking fund redemptions or the final maturity applicable to such Series B Bonds shall be reduced (subject to the ability to effect future redemptions of the Bonds of such maturity in authorized denominations) in such amounts as specified by the School District.

(c) Selection of Bonds; Notice of Redemption.

(i) The Fiscal Agent is hereby directed, without further authorization with respect to a mandatory redemption pursuant to this Section 13, and upon written notification by the School District at its option to redeem as set forth in Section 13(a), to mail a notice of redemption by first class mail not more than 45 days and not less than 30 days before the date of redemption to the registered owner of each Bond to be redeemed in whole or in part at the address shown on the registration books. Failure to give such notice by mailing to any owner of any Bond, or any defect therein, shall not affect the validity of any proceedings for the redemption of other Bonds of such series. Deposit of any such notice in the United States mail shall constitute constructive receipt by such owner of such Bonds. The Fiscal Agent shall redeem on each respective redemption date the principal amount of such Bonds or portions thereof aggregating the amount to be then redeemed. When a notice of redemption is mailed as provided above, the Fiscal Agent shall mail a similar notice to *The Bond Buyer*, but failure to mail any such notice or defect in the mailed notice or in the mailing thereof shall not affect the validity of the proceedings for the redemption of such Bonds. So long as the Securities Depository remains the sole registered owner of such Bonds, the Fiscal Agent shall send the notice of redemption to the Securities Depository

at the time and in the manner specified in DTC's Operational Arrangements. Any failure of the Securities Depository to advise any of its participants ("Participants") or any failure of any Participant to notify any beneficial owner of any such notice and its content or effect shall not affect the validity of the proceedings for redemption of the Bonds called for redemption or of any other action premised on such notice.

If such notice is given with respect to an optional redemption prior to moneys for such redemption being deposited with the Fiscal Agent, then such notice shall be conditioned upon the deposit of the redemption moneys with the Fiscal Agent on or before the date fixed for redemption and such notice shall be of no effect (and shall so state) unless moneys are so deposited.

The notices required to be given by this Section 13(c) shall state that no representation is made as to correctness or accuracy of the CUSIP numbers (hereinafter mentioned) listed in such notice or stated on any Bond.

(ii) If less than all of the Bonds of a series and maturity shall be called for redemption, the particular Bonds or portions thereof to be redeemed from such series and maturity shall be selected by the Fiscal Agent by lot in such manner as the Fiscal Agent in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount equal to \$5,000 or any whole multiple thereof, and that, in selecting Bonds for redemption, the Fiscal Agent shall treat each such Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bonds by \$5,000. While the Securities Depository is the sole registered owner of the Bonds, such selection by lot shall be made by the Securities Depository in accordance with the Securities Depository's practices and procedures as in effect at the time of such partial redemption.

(iii) In case part, but not all, of a Bond shall be selected for redemption, the registered owner thereof or his or her attorney or legal representative shall present and surrender such Bond to the Fiscal Agent for payment of the principal amount or redemption price thereof so called for redemption, and the Fiscal Agent shall authenticate and deliver to or upon the order of such registered owner or his or her legal representative, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond or Bonds of the same maturity, bearing interest at the same rate or in the same manner, as applicable, and of any denomination or denominations authorized by this Resolution.

(d) The Bonds shall cease to bear interest after maturity or the date selected for redemption if funds for payment thereof are on deposit with the Fiscal Agent.

Section 14. Forms of Bonds.

(a) The forms of the Bonds shall be in, and executed in, substantially the form as set forth in Exhibit B annexed hereto and made a part hereof, with such appropriate changes, additions or deletions as may be approved by the officers executing the Bonds in the manner provided in Section 11 hereof; such execution shall constitute approval by such officers on behalf of the School

District. The opinions of Bond Counsel (hereinafter defined) are authorized and directed to be delivered with the Bonds.

(b) The School District, solely for the convenience of the registered owners of Bonds, shall cause CUSIP (Committee on Uniform Security Identification Procedures) numbers to be printed on the Bonds. No representation shall be made as to the accuracy of said numbers as printed on the Bonds or as contained in any notice of redemption, and the School District shall have no liability of any sort with respect thereto. Reliance with respect to any notice with respect to the Bonds may be placed only on the identification numbers prefixed “R2023A” and “R2023B”, respectively, printed thereon.

Section 15. Temporary Bonds.

Until the Bonds in definitive form are ready for delivery, the proper officers of the Board may execute, and upon their request in writing, the Fiscal Agent shall authenticate and deliver in lieu of such Bonds in definitive form, one or more printed or typewritten fully registered bonds in temporary form, substantially of the tenor of the series of Bonds hereinbefore described, with appropriate omissions, variations and insertions. Such bond or bonds in temporary form may be for the principal amount of \$5,000 or whole multiples thereof, as such officers may determine. The aforesaid officers, without unnecessary delay, shall prepare, execute and deliver the Bonds in definitive form to the Fiscal Agent, and thereupon, upon presentation and surrender of said bond or bonds in temporary form, the Fiscal Agent shall authenticate and deliver, in exchange therefor, the Bonds in definitive form in an authorized denomination of the same series and maturity for the same aggregate principal amount or maturity value as the bond or bonds in temporary form surrendered. Such exchange shall be made by the School District at its own expense and without any charge therefor. When and as interest is paid upon the Bonds in temporary form without coupons, the fact of such payment shall be endorsed thereon. Until so exchanged, the Bonds shall be in full force and effect according to their terms.

Section 16. Maturities and Interest Rates of the Bonds.

(a) (i) The Series A Bonds shall bear interest from their date of issuance until maturity or prior redemption, at the rates per annum, and mature in the amounts and on the dates, all as follows:

Maturity Date (September 1)	Principal Amount	Interest Rate
2024	\$ 5,945,000	5.000%
2025	\$ 6,250,000	5.000%
2026	\$ 6,570,000	5.000%
2027	\$ 6,905,000	5.000%
2028	\$ 7,260,000	5.000%
2029	\$ 7,630,000	5.000%
2030	\$ 8,025,000	5.000%
2031	\$ 8,435,000	5.000%
2032	\$ 8,865,000	5.000%
2033	\$ 9,320,000	5.000%
2034	\$ 9,800,000	5.000%
2035	\$ 10,300,000	5.000%
2036	\$ 10,845,000	5.250%
2037	\$ 11,430,000	5.250%
2038	\$ 12,045,000	5.250%
2039	\$ 12,695,000	5.250%
2040	\$ 13,380,000	5.250%
2041	\$ 14,100,000	5.250%
2042	\$ 14,860,000	5.250%
2043	\$ 15,660,000	5.250%
2048	\$ 92,535,000	5.500%

(ii) The Series B Bonds shall bear interest from their date of issuance until maturity, at the rates per annum, and mature in the amounts and on the dates, all as follows:

Maturity Date (September 1)	Principal Amount	Interest Rate
2024	\$ 1,015,000	5.000%
2025	\$ 1,070,000	5.000%
2026	\$ 1,120,000	5.000%
2027	\$ 1,180,000	5.000%
2028	\$ 1,240,000	5.000%
2029	\$ 1,305,000	5.000%
2030	\$ 1,370,000	5.000%
2031	\$ 1,440,000	5.000%
2032	\$ 1,515,000	5.000%
2033	\$ 1,595,000	5.000%
2034	\$ 1,675,000	5.000%
2035	\$ 1,760,000	5.000%
2036	\$ 1,855,000	5.250%
2037	\$ 1,955,000	5.250%
2038	\$ 2,060,000	5.250%
2039	\$ 2,170,000	5.250%
2040	\$ 2,285,000	5.250%
2041	\$ 2,410,000	5.250%
2042	\$ 2,540,000	5.250%
2043	\$ 2,675,000	5.000%
2048	\$ 15,565,000	5.000%

(b) The Board hereby determines that the approval of the foregoing principal maturity amounts of the Bonds set forth in subsection (a) of this Section 16 will assist the School District in amortizing the Bonds on at least an approximately level annual debt service plan during the period specified for payment of principal in subsection (a)(i) and subsection (a)(ii) above, in accordance with Section 8142(b)(1) of the Act.

Section 17. Private Sale.

The Board, after due deliberation and investigation, has found that a private sale by negotiation of the Bonds is in the best financial interest of the School District and upon such finding, the Board hereby awards the Bonds at private sale, by negotiation, to the Underwriters named in and upon the terms set forth in the purchase contract, a copy of which is annexed hereto as Exhibit C and made a part hereof and hereby approved ("Purchase Contract"). As set forth in the Purchase Contract, the Bonds are purchased at a purchase price of \$350,752,372.66 (reflecting an underwriters' discount of \$1,289,507.24 and net original issue premium of \$9,386,879.90), and bear interest as set forth in Section 16 hereof. Any member of the Board or the Chief Financial Officer or Deputy Chief Financial Officer of the School District is hereby authorized and directed to execute and deliver the Purchase Contract and any supplement or amendment thereto, on behalf of the School District. A good faith deposit of not less than one percent (1%) of the aggregate original principal amount of the Bonds as reflected in the preliminary official statement for the

Bonds received by the School District from the Underwriters shall be held by or on behalf of the School District and applied in accordance with the Purchase Contract.

Section 18. Sinking Funds.

(a) Series A Sinking Fund.

(i) There is hereby irrevocably established with the Fiscal Agent, hereafter appointed, a separate sinking fund for the School District to be known as “Sinking Fund - Series A of 2023” (“Series A Sinking Fund”), and into the Series A Sinking Fund there shall be paid all moneys necessary to pay the debt service on the Series A Bonds. The Series A Sinking Fund shall be applied exclusively to the payment of the interest covenanted to be paid upon the Series A Bonds and to the principal thereof at maturity and to no other purpose whatsoever, except as may be specifically permitted by this Section, until the same shall have been fully paid or provision for payment in full therefor has been made.

(ii) Within the Series A Sinking Fund there is hereby established a Mandatory Sinking Fund Account and the Fiscal Agent shall transfer into the Mandatory Sinking Fund Account the amounts required on the dates specified in Section 13(b)(i) hereof so that the Fiscal Agent may redeem the Series A Term Bonds in accordance with Section 13(b)(i) hereof

(iii) The income from the investments in the Series A Sinking Fund shall, from time to time, as received (A) be deposited in the Series A Sinking Fund and applied to the payment of principal or redemption price, if any, of and interest on the Series A Bonds within twelve (12) months of such income, or (B) if the Series A Sinking Fund is otherwise funded at its required level, be transferred to the School District at its written request.

(iv) In each of the following fiscal years ending June 30, the following amounts are hereby pledged to pay the debt service on the Series A Bonds and such amounts are annually hereby appropriated to the Series A Sinking Fund for the payment thereof:

Fiscal Year Ending June 30,	Amount Pledged for Debt Service
2024	\$ 4,482,322.40
2025	\$21,164,337.50
2026	\$21,164,462.50
2027	\$21,163,962.50
2028	\$21,162,087.50
2029	\$21,162,962.50
2030	\$21,160,712.50
2031	\$21,164,337.50
2032	\$21,162,837.50
2033	\$21,160,337.50
2034	\$21,160,712.50
2035	\$21,162,712.50
2036	\$21,160,212.50
2037	\$21,163,031.25
2038	\$21,163,312.50
2039	\$21,162,093.75
2040	\$21,162,668.75
2041	\$21,163,200.00
2042	\$21,161,850.00
2043	\$21,161,650.00
2044	\$21,160,500.00
2045	\$21,164,850.00
2046	\$21,164,987.50
2047	\$21,162,325.00
2048	\$21,163,837.50
2049	\$21,161,362.50

(b) Series B Sinking Fund.

(i) There is hereby irrevocably established with the Fiscal Agent, hereafter appointed, a separate sinking fund for the School District to be known as “Sinking Fund - Series B of 2023” (“Series B Sinking Fund”), and into the Series B Sinking Fund there shall be paid all moneys necessary to pay the debt service on the Series B Bonds. The Series B Sinking Fund shall be applied exclusively to the payment of the interest covenanted to be paid upon the Series B Bonds and to the principal thereof at maturity and to no other purpose whatsoever, except as may be specifically permitted by this Section, until the same shall have been fully paid or provision for payment in full therefor has been made.

(ii) The income from the investments in the Series B Sinking Fund shall, from time to time, as received (A) be deposited in the Series B Sinking Fund and applied to the payment of principal or redemption price, if any, of and interest on the Series B Bonds within twelve (12) months of such income, or (B) if the Series B Sinking Fund is otherwise funded at its required level, be transferred to the School District at its written request.

(iii) In each of the following fiscal years ending June 30, the following amounts are hereby pledged to pay the debt service on the Series B Bonds and such amounts are annually hereby appropriated to the Series B Sinking Fund for the payment thereof:

Fiscal Year Ending June 30,	Amount Pledged for Debt Service
2024	\$ 737,388.02
2025	\$ 3,517,812.50
2026	\$ 3,520,687.50
2027	\$ 3,515,937.50
2028	\$ 3,518,437.50
2029	\$ 3,517,937.50
2030	\$ 3,519,312.50
2031	\$ 3,517,437.50
2032	\$ 3,517,187.50
2033	\$ 3,518,312.50
2034	\$ 3,520,562.50
2035	\$ 3,518,812.50
2036	\$ 3,517,937.50
2037	\$ 3,520,243.75
2038	\$ 3,520,231.25
2039	\$ 3,519,837.50
2040	\$ 3,518,800.00
2041	\$ 3,516,856.25
2042	\$ 3,518,612.50
2043	\$ 3,518,675.00
2044	\$ 3,520,125.00
2045	\$ 3,518,000.00
2046	\$ 3,518,875.00
2047	\$ 3,517,375.00
2048	\$ 3,518,125.00
2049	\$ 3,515,750.00

Section 19. Reserved.

Section 20. Investment of Sinking Funds.

(a) The Fiscal Agent shall, at the written direction of the School District, to the extent not required for immediate payment of any Series of Bonds, invest the moneys held in the Sinking Funds in: (i) any investment permitted pursuant to Section 8224 of Act, (ii) the direct obligations of the United States of America, or obligations the principal of and interest on which are unconditionally guaranteed by the full faith and credit of the United States of America and senior debt obligations rated at the time of investment “Aaa” by Moody’s Investors Service and “AAA” by Standard and Poor’s Ratings Services, a division of the McGraw-Hill Financial, issued by Fannie Mae or the Federal Home Loan Mortgage Corporation, senior debt obligations of the Federal Home Loan Bank System, and obligations of the Resolution Funding Corporation, which

obligations are not guaranteed by the United States of America (“Government Obligations”), (iii) shares of an investment company registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, including, without limitation, any such investment company for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (x) the Fiscal Agent or an affiliate of the Fiscal Agent receives fees from such funds for services rendered, (y) the Fiscal Agent charges and collects fees for services rendered pursuant to this Resolution, which fees are separate from the fees received from such investment companies; and (z) services performed for such investment companies and pursuant to this Resolution may at times duplicate those provided to such funds by the Fiscal Agent or its affiliates; provided, that the following are met: (A) the only investments of that company are in the authorized investments listed in clause (i) in this Section 20 and Repurchase Agreements (hereinafter defined); (B) the investment company is managed so as to maintain its shares at a constant net asset value in accordance with 17 CFR 270 2a-7 (relating to money market funds); and (C) the investment company is rated at the time of investment in the highest category by a nationally recognized rating agency, or (iv) interest bearing deposits in any bank or bank and trust company or national banking association having a combined net capital and surplus in excess of \$100,000,000 (including the Fiscal Agent or any of its affiliates); provided that all such deposits shall, to the extent not insured by a federal agency or instrumentality, be secured as to principal by a pledge of Government Obligations. The Fiscal Agent, in purchasing Government Obligations, may make any purchase subject to agreement with the seller for repurchase of such Government Obligations at a later date, and in such connection may accept the seller’s agreement for the payment of interest in lieu of the right to receive the interest payable by the issue of the Government Obligations purchased; provided that: (A) the seller is a bank or bank and trust company or national banking association having a combined net capital and surplus in excess of \$100,000,000; and (B) such Government Obligations shall be pledged as hereinafter provided (such agreements are hereinafter referred to as “Repurchase Agreements”).

All Government Obligations and interest bearing deposits shall mature or be subject to redemption at the option of the holder at not less than par or the purchase price therefor on or prior to the dates fixed for payment of principal of or interest on the Bonds. All Repurchase Agreements shall have a term no greater than 30 days.

Any Government Obligations pledged as security for Repurchase Agreements shall be subject to a perfected first security interest in favor of the Fiscal Agent, free and clear of all claims of third parties and shall be: (i) in the case of direct obligations of the United States which can be pledged by a book-entry notation under regulations of the United States Department of the Treasury, appropriately entered on the records of a Federal Reserve Bank; or (ii) in the case of other Government Obligations, either (A) deposited with the Fiscal Agent or with a Federal Reserve Bank for the account of the Fiscal Agent, or (B) if the Government Obligation is shown on the account of the pledgor on the books of a clearing corporation, as defined in Division 8, Section 102(a) of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. §8102(a)), by making appropriate entries evidencing the acquisition of a securities entitlement on the books of the clearing corporation as provided in Division 8, Section 501(b) of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. §8501(b)).

Section 21. Fiscal Agent.

The Chief Financial Officer or Deputy Chief Financial Officer of the School District is hereby authorized and directed to contract with U.S. Bank Trust Company, National Association, having a corporate trust office in Philadelphia, Pennsylvania, for its services as sinking fund depository, registrar, transfer and paying agent with respect to the Bonds. Any additional or successor sinking fund depository, registrar, transfer or paying agent appointed pursuant to this Resolution shall be a bank, national banking association or a trust company duly authorized to exercise trust powers in the Commonwealth of Pennsylvania and a “securities intermediary” within the meaning of Division 8 Section 102(a) of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. §8102(a)). Such successor shall be subject to examination by federal or state authority, have a combined net capital and surplus in excess of \$100,000,000, and be otherwise qualified under the Act.

Section 22. Application to Department of Community and Economic Development.

The Chief Financial Officer or Deputy Chief Financial Officer of the School District is hereby authorized to certify to and file with the Department of Community and Economic Development, in accordance with the Act, a complete and accurate copy of the proceedings taken in connection with the incurrence of debt authorized hereunder, including the debt statement hereinabove referred to, and to pay the filing fees necessary in connection therewith.

Section 23. Covenants in Respect of Federal Tax Laws.

The School District hereby covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the holders of the Bonds of the interest on the Bonds under Section 103 of the Code to the extent that interest on the Bonds is excluded from gross income for federal income tax purposes. Pursuant to this covenant, the School District obligates itself to comply throughout the term of the Bonds with the requirements of Section 103 of the Code and the Regulations proposed or promulgated thereunder.

The School District hereby further covenants that it will not directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the School District, or take or omit to take any action that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code and that it will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds. In the event that at any time the School District is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on the investment of any moneys held by the Fiscal Agent, the School District shall so instruct the Fiscal Agent in writing, and the Fiscal Agent shall take such action as may be necessary to comply with such instructions.

Without limiting the generality of the foregoing, the School District shall pay or cause to be paid from time to time all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to any of the Bonds from time to time. This rebate obligation shall survive payment in full or defeasance of the Bonds.

The Chief Financial Officer or Deputy Chief Financial Officer is hereby authorized and directed to make any elections on behalf of the School District permitted by the Code or any Treasury Regulations as he or she deems necessary or appropriate to enable the School District to comply with the requirements of this Section.

Section 24. Preliminary Official Statement and Official Statement.

The Official Statement of the School District with respect to the Bonds in the form submitted to the Board is hereby approved, subject to such changes, supplements or updates as any member of the Board, in consultation with counsel, shall approve, the execution thereof by such member to be conclusive evidence of such approval, and any member of the Board is hereby authorized to execute said Official Statement and said Official Statement is hereby authorized to be distributed to prospective purchasers of the Bonds. The distribution of the Preliminary Official Statement in respect of the Bonds and the determination that such Preliminary Official Statement was “deemed final” as of its date within the meaning of Rule 15c2-12, as amended, of the Securities and Exchange Commission (“Rule 15c2-12”) are hereby ratified and confirmed.

Section 25. Fiduciaries.

(a) The Fiscal Agent and any co-paying agent (each a “Fiduciary”) may execute any powers hereunder and perform any duties required of it through attorneys, agents, officers, or employees, and shall be entitled to advice of counsel concerning all questions hereunder; and a Fiduciary shall not be answerable for the default or misconduct of any attorney, agent or employee selected by it with reasonable care, except that the Fiduciaries shall at all times be answerable and responsible for any liability to the School District resulting from any theft or loss of, or unauthorized or wrongful issuance of Bonds by a Fiduciary. A Fiduciary shall not be answerable for the exercise of any discretion or power under this Resolution nor for anything whatever in connection with the trust hereunder, except only its own negligence or willful misconduct or the theft or loss, for any reason whatsoever, or unauthorized or wrongful issuance of Bonds by a Fiduciary.

(b) The School District shall pay each Fiduciary reasonable compensation for its services hereunder, and also all its reasonable expenses and disbursements, and shall indemnify each Fiduciary against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder except with respect to such Fiduciary’s own negligence or willful misconduct or any theft or loss of, or unauthorized or wrongful issuance of Bonds by a Fiduciary.

(c) A Fiduciary may act on any requisition, resolution, notice, telegram request, consent, waiver, certificate, statement, affidavit, voucher, bond, or other paper or document which it in good faith believes to be genuine and to have been passed or signed by the proper persons or to have been prepared and furnished pursuant to any of the provisions hereof; and the Fiduciary shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement.

(d) A Fiduciary may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any owners of Bonds may be entitled to take with like effect as if the Fiduciary were not appointed and acting hereunder. Fiduciaries may also engage in or be interested in any financial or other transaction with the School District; provided that if the Fiduciary

determines that any such relation is in conflict with its duties under this Resolution, it shall eliminate the conflict or resign.

(e) The Fiscal Agent may construe any ambiguous or inconsistent provisions of this Resolution, and any construction by the Fiscal Agent shall be binding upon the registered owners of Bonds. The Fiscal Agent shall give prompt notice to the School District of any intention to make such construction.

(f) A Fiduciary may resign and be discharged of the trusts created hereby on written resignation filed with the School District not less than 60 days before the date when such resignation is to take effect; provided notice of such resignation is mailed to each registered owner of the Bonds not less than 30 days prior to the effective date of such resignation. A copy of such notice of such resignation shall be sent to *The Bond Buyer* or its successor, if any, not less than 30 days prior to such effective date. Such resignation shall take effect on the day specified therein unless a successor Fiduciary is previously appointed, in which event the resignation shall take effect immediately on the appointment of such successor.

(g) Any Fiduciary hereunder may be removed at any time by resolution of the School District, appointing a successor to the Fiduciary so removed in accordance with the Act and filed with the Fiscal Agent.

(h) If a Fiduciary or any successor fiduciary resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of such Fiduciary, and the School District shall appoint a successor and shall publish notice of such appointment in *The Bond Buyer* or its successor, if any, and shall cause notice of such appointment to be mailed to the registered owners of Bonds. No appointment or removal of a Fiduciary will be effective until a successor fiduciary has been appointed and has accepted the duties of the Fiduciary. If the School District fails to make such appointment within 30 days of the occurrence of such vacancy, the holders of a majority in principal amount of the Bonds then outstanding may do so or the acting Fiduciary, at the School District's expense, may petition a court of competent jurisdiction for the appointment of a successor.

(i) A successor fiduciary shall be a national bank, bank, bank and trust company or a trust company, duly authorized to exercise trust powers, subject to examination by federal or state authority, having a combined net capital and surplus in excess of \$100,000,000 and otherwise qualified under the Act. Any successor fiduciary shall also be a "securities intermediary" within the meaning of Division 8, Section 102(a) of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. §8102(a)). Any successor fiduciary shall execute, acknowledge and deliver to the School District an instrument accepting such appointment hereunder; and thereupon such successor fiduciary, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder, with like effect as if originally named Fiduciary herein. The Fiduciary ceasing to act hereunder shall pay over to the successor fiduciary all moneys held by it hereunder; and, upon request of the successor fiduciary, the Fiduciary ceasing to act and the School District shall execute and deliver an instrument transferring to the successor fiduciary all the estates, properties, rights, powers and trusts hereunder of the Fiduciary ceasing to act.

(j) Any corporation or national banking association into which any Fiduciary hereunder may be merged or with which it may be consolidated, or any corporation or national banking association resulting from any merger or consolidation to which any Fiduciary hereunder shall be a party, or any corporation or national banking association to which the Fiduciary may sell or transfer its corporate trust business as a whole or substantially as a whole shall be the successor fiduciary hereunder, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding; provided, however, that any such successor corporation or national banking association continuing to act as Fiduciary hereunder shall meet the requirements of this Section, and if such corporation or national banking association does not meet the aforesaid requirements, a successor Fiduciary shall be appointed pursuant to this Section.

(k) The duties and trusts created hereby shall not be sold, assigned or otherwise transferred without the prior written consent of the authorized officer of the School District, except as provided in paragraph (j) of this Section. Any such sale, assignment or other transfer without such consent shall be deemed a resignation by the Fiduciary and the School District shall thereupon appoint a successor pursuant to this Section.

Section 26. Further Action.

The proper officers of the School District are hereby severally authorized and empowered on behalf of the School District to execute any and all papers and documents and to do or cause to be done any and all acts and things necessary or appropriate for the implementation of this Resolution and to effectuate the issuance, sale and delivery of the Bonds, the investment of moneys in the Sinking Funds, the timely payment in full of the Bonds and the completion of the Capital Project. Whenever an officer of the School District is authorized to act hereunder, and there is a vacancy in any such office, any person duly appointed to perform the duties of such officer shall be entitled to act hereunder as if specifically authorized.

Section 27. Other Capital Projects.

Nothing in this Resolution shall prevent the School District from using the proceeds of the Bonds for capital projects other than those included in the Capital Project authorized in Section 1 hereof, should any of the components of the Capital Project become, in the sole discretion of the School District, unfeasible or impracticable; provided, however, that the proceeds of the Series B Bonds shall only be used to finance capital projects which are designed to be environmentally beneficial by reducing energy usage in certain School District buildings.

Section 28. Notice to Rating Agencies.

The Fiscal Agent is hereby authorized and directed to give notice to Moody's Investors Service and Fitch Ratings, Inc. of any amendment of or supplement to this Resolution of which it has received written notice from the School District.

Section 29. Continuing Disclosure Agreement.

It is hereby determined that it is necessary and appropriate for the School District to execute and deliver a Continuing Disclosure Agreement for the benefit of the holders from time to time of the Bonds, substantially in the form presented to this meeting (a copy of which shall be filed with

the records of this meeting), in order to assist the Underwriters in complying with the requirements of Rule 15c2-12 (together, the “Continuing Disclosure Agreement”). The Continuing Disclosure Agreement is hereby approved and the Chief Financial Officer or the Deputy Chief Financial Officer is hereby authorized and directed to execute and deliver the Continuing Disclosure Agreement in substantially such form with such changes therein as counsel may advise and the Chief Financial Officer or the Deputy Chief Financial Officer shall approve, such approval to be conclusively evidenced by his or her execution thereof.

Section 30. Resolution and Act a Contract; Amendment.

This Resolution and the Act as in force on the date hereof shall constitute a contract between the School District and the registered owners from time to time of the Bonds. Said contract may be modified without the consent of said registered owners insofar as any such modification does not adversely affect their rights as such, and in other respects it may be modified with the consent of the registered owners of not less than 51% in principal amount of the Bonds then outstanding provided, however, that no such modification may be made which would reduce such percentage required for consent, or affect the rights of the owners of less than all of the outstanding Bonds, or affect the terms of payment of the principal, or redemption price of, or interest on, the Bonds without the consent of the registered owners of all of the affected Bonds. So long as the Securities Depository is the sole registered owner of the Bonds, any amendment that would otherwise require the consent of registered owners shall require the consent of the beneficial owners of not less than 51% in principal amount of the Bonds then outstanding.

Section 31. Appointment of Professionals.

(a) The law firms of Eckert Seamans Cherin & Mellott, LLC, Philadelphia, Pennsylvania, and Ahmad Zaffarese LLC, Philadelphia, Pennsylvania, are hereby appointed to serve as Co-Bond Counsel with respect to the Bonds.

(b) The firm of Phoenix Capital Partners LLP is hereby appointed financial advisor with respect to the Bonds.

(c) The Chief Financial Officer of the School District is hereby authorized to engage such other counsel, consultants and other professional advisors as he or she deems necessary to implement the issuance of the Bonds.

Section 32. Notice to Securities Depository with Respect to Consents.

In connection with any notice or other communication to be provided to owners of Bonds pursuant to this Resolution by the School District or the Fiscal Agent with respect to any consent or other action to be taken by such owners, the School District or the Fiscal Agent, as the case may be, shall establish a record date for such consent or other action and the date by which such consent or other action shall be received or taken (“Return Date”) and give the Securities Depository notice

of such record date and Return Date not less than 15 calendar days in advance of such record date to the extent possible.

Section 33. Headings and Preambles.

The preambles and headings of this Resolution are inserted for ease of reference only and shall not constitute a part of this Resolution.

Section 34. Severability.

In case any one or more provisions of this Resolution shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Resolution, and this Resolution shall be construed and enforced as if such invalid, illegal or unenforceable provisions had never been contained herein.

Section 35. No Personal Recourse.

No personal recourse shall be had for any claim based on this Resolution, the Bonds or other documents previously executed or executed in connection with the Bonds against any member, officer or employee, past, present or future, of the Board or the School District or any successor body as such, either directly or through the School District or any successor body as such, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

Section 36. Inconsistent Resolutions Repealed.

All resolutions and parts of resolutions, to the extent the same are inconsistent herewith, are hereby rescinded and repealed.

Section 37. Effective Date.

This Resolution shall be effective this 19th day of October, 2023. This Resolution shall be valid and effective for all purposes on the fifth day following advertisement of final adoption hereof as provided in Section 8003 of the Act.

**THE SCHOOL DISTRICT OF
PHILADELPHIA**

By: _____
Member, Board of Education

[SEAL]

Attest:

(Assistant) Secretary, The School District of Philadelphia

EXHIBIT A
Capital Project

See Attached Pages.

G.O. CAPITAL PROJECTS FUND FY2024 (Average Useful Life)

CATEGORY/PROJECT	Current Phase	Totals	Useful Life	Weighted Average	Average Life
NEW CONSTRUCTION					
Cassidy, Lewis C. Academic Plus School	Construction	238,459			
Peirce, Thomas M.	Construction	8,251,235			
Sub-total (New Construction)		8,489,694	50	2.43%	1.21
NEW ADDITIONS					
Allen, Ethan	Closeout	2,776,977			
Disston, Hamilton	Design	3,271,691			
Fox Chase Farm	Planning	8,252,678			
McCall, General George A.	Planning	5,353,356			
Rhawnhurst	Design	3,184,525			
Shallcross Garage Campus (Modular Security Trailer)	Construction	1,611,730			
Sub-total (New Addition)		24,450,957	50	6.99%	3.49
MAJOR RENOVATIONS					
Bache-Martin	Planning	533,636			
Bethune, Mary M.	Design	521,000			
Comly, Watson	Planning	1,151,580			
Dick, William	Procurement	18,385,302			
Dobbins, Murrell	Design	9,481,268			
Fitler Academics Plus	Planning	71,329			
Forrest, Edwin	Construction	3,739,667			
Hopkinson, Francis	Planning	315,597			
McClure, Alexander K.	Planning	515,270			
Pollock, Robert B.	Construction	3,086,410			
Rhodes, E. Washington	Design	17,443,557			
Sayre, William L.	Design	11,724,681			
Sub-total (Major Renovations)		66,969,297	35	19.13%	6.70
MINOR RENOVATIONS					
Science Labs					
Parkway NW Science Lab	Construction	1,430,681			
Saul, Walter Biddle	Planning	24,402			
Sub-total (Science Labs)		1,455,083	35	0.42%	0.15
Interior Door Replacements					
Allen, Dr. Ethel D.	Design	131,478			
Bartram, John	Design	6,857			
Meade, General George G	Design	205,734			
Wagner, General Louis	Planning	8,795			
Sub-total (Interior Door)		352,864	20	0.10%	0.02
Bathroom Renovations					
Childs, George W.	Procurement	1,697,899			
Key, Francis S.	Procurement	1,188,582			
Tilden, William T.	Planning	83,593			
Washington, Martha	Design	250,000			
Sub-total (Bathroom Renovations)		3,220,074	20	0.92%	0.18
ENERGY PERFORMANCE IMPROVEMENTS					
Bethune, Mary M.	Closeout	50,000			
Brown, Joseph H.	Closeout	50,000			
Kirkbride GESA 3	Construction	11,988,320			
Ellwood ES GESA 3	Construction	15,798,146			
Fitzpatrick, A. L.	Design	22,213,534			
Sub-total (Energy Performance Improvements)		50,100,000	20	14.31%	2.86
MAJOR SYSTEMS REPLACEMENTS					
Automatic Temperature Control Replacements					
Lankenau HS	Planning	49,243			
Morrison, Andrew J.	Planning	63,778			
Roxborough HS	Planning	54,027			
Sub-total (Auto Temp Control)		167,048	25	0.05%	0.01

G.O. CAPITAL PROJECTS FUND FY2024 (Average Useful Life)

CATEGORY/PROJECT	Current Phase	Totals	Useful Life	Weighted Average	Average Life
HVAC Improvements					
Mechanical Plant Replacement					
Edison, Thomas A.	Planning	674,044			
Feltonville Intermediate	Design	8,246,948			
Hill-Freedman World Academy	Design	1,491,929			
Kensington HS	Design	1,128,227			
Potter-Thomas	Construction	295,473			
Rivera Parent & Family Resource Center	Planning	337,413			
Vare-Washington	Construction	481,906			
Wright, Richard R.	Construction	287,621			
Sub-total (Mechanical Plant Replacement)		12,943,561	25	3.70%	0.92
Boiler Replacements					
Cleveland (Mastery Charter)	Planning	62,867			
McMichael, Morton	Procurement	1,949,768			
Rowen, William	Design	150,620			
Sub-total (Boiler Replacement)		2,163,255	25	0.62%	0.15
Chiller Replacements					
Marshall, Thurgood	Planning	38,347			
Washington, George HS	Planning	23,250			
Sub-total (Chiller Replacement)		61,597	25	0.02%	0.00
Electrical Systems					
Electrical Distribution Replacements					
Anderson, Marian Neighborhood Academy(Formerly Arthur	Procurement	4,081,762			
Blaine, James G.	Planning	47,808			
Broad St. Garage	Planning	20,215			
Bryant , William C.	Closeout	250,000			
Emlen, Eleanor C.	Planning	43,287			
Fanny Jackson Coppin	Procurement	3,961,646			
Ferguson U School	Planning	58,044			
Gideon, Edward	Construction	1,062,990			
Howe, Julia	Design	2,460,732			
Jenks Academy Arts & Sciences	Planning	27,410			
Jenks, Abram S.	Planning	27,410			
McMichael, Morton	Procurement	1,052,694			
Mitchell, S. Weir	Planning	33,724			
Nebinger, George W.	Construction	1,012,335			
Other Locations	Pre-Planning	100,000			
Philadelphia High School for Girls (Girls High)	Construction	270,131			
Roxborough HS	Design	4,050,919			
Shallcross Garage Campus	Design	6,046,426			
South Philadelphia HS	Design	619,900			
Stoddart Fleisher (Parkway Center City)	Planning	53,635			
Strawberry Mansion HS	Planning	115,581			
Waring, Laura W.	Construction	3,319,311			
Washington, George HS	Design	427,600			
Sub-total (Electrical Distribution Replacement)		29,143,560	25	8.33%	2.08
Elevator					
Hackett, Horatio B.	Procurement	1,486,191			
Mastbaum, Jules E.	Construction	1,074,406			
Morton, Thomas G.	Planning	352,582			
Other Locations	Pre-Planning	100,000			
Overbrook HS	Procurement	1,480,714			
Sub-total (Elevator)		4,493,893	25	1.28%	0.32

G.O. CAPITAL PROJECTS FUND FY2024 (Average Useful Life)

CATEGORY/PROJECT	Current Phase	Totals	Useful Life	Weighted	
				Average	Average Life
Emergency Generator Replacement					
Barton, Clara	Design	758,307			
Cook-Wissahickon	Design	493,925			
Crossroads at Hunting Park	Design	649,172			
John Hancock Demonstration School (LaBrum)	Design	548,400			
Lankenau HS	Planning	8,556			
Martin Luther King HS	Planning	8,438			
Other Locations	Pre-Planning	100,000			
Pennypacker, Samuel	Planning	8,438			
Sheppard, Issac A.	Planning	8,438			
Stearne, Allen M.	Planning	8,438			
Sub-total (Emergency Generator)		2,592,112	25	0.74%	0.19
Relightings					
Morton, Thomas G.	Design	202,000			
Sub-total (Relightings)		202,000	25	0.06%	0.01
Fire Alarm System Replacements					
Furness, Horace	Construction	54,640			
Gompers, Samuel	Design	649,360			
Jenks, Abram S.	Design	618,094			
Northeast HS	Construction	295,678			
Saul, Walter B.	Design	1,714,706			
Southwark	Design	1,105,222			
Spruance, Gilbert	Design	991,731			
Swenson Arts And Technology	Design	1,692,398			
Sub-total (Fire Alarm System Replacement)		7,121,829	25	2.03%	0.51
EXTERIOR RENOVATIONS					
Structural Renovations					
Administration Building Loading Dock (440 N. Broad)	Design	1,210,000			
Barton, Clara	Design	2,995,263			
Blankenburg, Rudolph	Design	2,211,595			
Central Field	Design	49,000			
Conwell, Russell H.	Planning	149,497			
Feltonville Intermediate	Construction	2,142,715			
Finletter, Thomas K.	Design	1,225,178			
Gratz, Mastery Charter	Planning	198,934			
Houston, Henry H.	Planning	38,666			
John Hancock Demonstration School (LaBrum)	Design	1,045,000			
Kensington HS	Design	2,303,344			
Mifflin, Thomas	Planning	53,530			
Nebinger, George W.	Design	60,299			
Other Locations	Pre-Planning	100,000			
Philadelphia Charter School for A&S (Edmunds)	Planning	51,877			
Spring Garden	Construction	1,582,706			
Taylor, Bayard	Design	104,177			
Sub-total (Structural Renovations)		15,521,781	25	4.43%	1.11
Window Replacements					
Blaine, James G.	Construction	5,020,179			
Other Locations	Pre-Planning	250,000			
Sub-total (Window Replacements)		5,270,179	25	1.51%	0.38
Exterior Door Replacements					
Clymer (Mastery Charter)	Design	57,651			
Other Locations	Pre-Planning	25,000			
Randolph, A. Philip	Planning	8,927			
Roxborough	Design	1,900,425			
Science Leadership Academy at Beeber	Design	350,288			
Sub-total (Exterior Door Replacements)		2,342,291	25	0.67%	0.17

G.O. CAPITAL PROJECTS FUND FY2024 (Average Useful Life)

CATEGORY/PROJECT	Current Phase	Totals	Useful Life	Weighted	
				Average	Average Life
Roof Replacements					
Belmont Charter	Planning	31,141			
Brown Henry A.	Planning	17,205			
Cayuga	Planning	49,800			
Cooke, Jay	Construction	25,000			
Day, Anna B.	Construction	1,407,596			
Duckrey, Tanner G.	Planning	33,849			
Edmonds, Franklin S.	Construction	221,111			
Feltonville Arts and Sciences	Construction	1,059,832			
Frank, Anne LSH	Construction	53,891			
Hopkinson, Francis LSH	Planning	32,010			
Kelley, William D.	Planning	56,160			
Lankenau HS	Construction	399,645			
Ludlow Community	Construction	50,000			
Munoz-Marin, Honorable Luis	Planning	46,630			
Other Locations	Pre-Planning	250,000			
Overbrook Educational Center	Planning	29,669			
Passyunk Garage	Construction	1,954,193			
Stetson, John B.	Planning	23,534			
West Philadelphia Field	Planning	34,066			
Sub-total (Roof Replacements)		5,775,332	25	1.65%	0.41
SITE IMPROVEMENTS					
Stormwater Management Improvement Program (SMIP)					
Watershed Grant (3 sites)	Planning	1,334,118			
Playground Initiative					
Eagles Youth	Planning	200,000			
Trust for Public Lands (3 sites)	Planning	750,000			
William Penn Foundation (3 sites)	Planning	750,000			
Sub-total (Playground/SMIP)		3,034,118	20	0.87%	0.17
Athletic Fields / Fieldhouses / Gyms					
Central Field	Planning	89,873			
Frankford	Planning	99,084			
Germantown	Planning	89,873			
Olney Field	Design	1,683,168			
Other Locations	Pre-Planning	100,000			
Roxborough (Stadium / Athletic Field Improvements)	Planning	89,873			
Sub-total (Athletic Fields/Fieldhouses/Gyms)		2,151,871	20	0.61%	0.12
Paving Replacements					
Bryant, William Cullen	Planning	35,869			
Duckrey, Tanner G.	Planning	14,613			
Henry, Charles W.	Design	414,540			
Other Locations	Pre-Planning	100,000			
Philadelphia High School for Girls (Girls High)	Planning	28,756			
Widener Memorial	Planning	41,499			
Sub-total (Paving)		635,277	5	0.18%	0.01
CODE COMPLIANCE					
Barton, Clara	Planning	7,014			
McKinley, William	Planning	7,639			
Other Locations	Pre-Planning	100,000			
Penn Treaty	Planning	11,292			
Sub-total (Code Compliance)		125,945	25	0.04%	0.01
SECURITY					
Central Office - Security Office	Central Office	22,927,105			
Dispatch & Communication Center	Central Office	2,000,000			
Sub-total (Security)		24,927,105	10	7.12%	0.71
TECHNOLOGY					
Information Systems					

G.O. CAPITAL PROJECTS FUND FY2024 (Average Useful Life)

CATEGORY/PROJECT	Current Phase	Totals	Useful Life	Weighted	
				Average	Average Life
Enterprise System Upgrade	Central Office	3,500,000			
Technology Services					
LAN/WLAN/WAN Upgrades	Central Office	1,100,000			
Data/Voice Cabling (e-Rate)	Central Office	2,250,000			
Educational Technology					
Educational Technology - Lab per School	Central Office	5,707,500			
Sub-total (Technology)		12,557,500	10	3.59%	0.36
TRANSPORTATION					
Bus Fleet Modernization	Central Office	4,999,051			
Non Bus Fleet	Central Office	500,000			
Sub-total (Transportation)		5,499,051	20	1.57%	0.31
ASSESSMENTS					
Facility Condition Assessments	Central Office	1,341,421			
Enrollment Studies Assessments	Central Office	275,000			
Capital Studies/Projects	Central Office	200,000			
Sub-total (Assessments)		1,816,421	20	0.52%	0.10
ENVIRONMENTAL SERVICES					
Underground Storage Tanks					
Other Locations	Other	750,000			
Consultant & Analytical Services					
Asbestos / Lead / Mold Design Test	Central Office	6,797,178			
Geotechnical Services	Central Office	1,293,096			
IndoorAir_Training_Medical	Central Office	672,408			
Sub-total (Environmental Svs)		9,512,682	20	2.72%	0.54
ADMINISTRATIVE SUPPORT SERVICES					
Office of Capital Programs and Support Services					
Office of Capital Programs		3,071,479	25	0.88%	0.22
New Construction Projects		5,000,000	25	1.43%	0.36
New Addition Projects		2,750,000	25	0.79%	0.20
New Major Renovation Projects		1,500,000	25	0.43%	0.11
Office of Design		2,557,859	25	0.73%	0.18
Office of Construction		7,006,934	25	2.00%	0.50
Office of Contract Management		412,100	25	0.12%	0.03
Design Support Services		2,112,240	25	0.60%	0.15
Construction Support Services		3,723,066	25	1.06%	0.27
Contract Management Support Services		1,300,475	25	0.37%	0.09
Program Management Services		8,392,317	25	2.40%	0.60
Office of Environmental Mgt & Svs		1,712,761		0.49%	0.00
Office Of Procurement Services		385,344		0.11%	0.00
Information Systems		880,229		0.25%	0.00
Real Property Management		464,697		0.13%	0.00
Accounting Services		218,186		0.06%	0.00
Auditing Services		102,224		0.03%	0.00
Office of General Counsel		336,742		0.10%	0.00
Sub-total (Admin Support Svs)		41,926,653			
Program Reserves		3,000,000	25	0.86%	0.21
Bond Issuance costs		2,000,000	0	0.57%	0.00
Total		<u>350,023,030</u>		100.00%	26.15

ENERGY IMPROVMENTS (GREEN) CAPITAL PROJECTS FUND FY2024 (Average Useful Life)

CATEGORY/PROJECT	Current Phase	Totals	Useful Life	Weighted Average	Average Life
ENERGY PERFORMANCE IMPROVEMENTS					
GESA 1.4 - Fitzpatrick	Other	22,000,000			
ARPA funded GESA-3 projects pulled into this Bond		28,000,000			
Sub-total (Energy Perform. Improve.)		<u>50,000,000</u>	20	100.00%	20.00
 Total		<u><u>50,000,000</u></u>		100.00%	20.00

EXHIBIT B
FORM OF BONDS

No. R2023[A/B]

\$ _____

THE SCHOOL DISTRICT OF PHILADELPHIA
GENERAL OBLIGATION BOND, SERIES [A/B] OF 2023

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date of Series</u>	<u>CUSIP</u>
_____%	September __, ____	November 16, 2023	717883 ____

Registered Owner: CEDE & CO.

Principal Sum: _____ (\$ _____)

THE SCHOOL DISTRICT OF PHILADELPHIA, a home rule school district of the first class of the Commonwealth of Pennsylvania ("School District"), for value received, hereby promises to pay to the registered owner hereof on the maturity date set forth above upon surrender hereof, the principal amount set forth above, and to pay interest thereon semiannually on March 1 and September 1 of each year, commencing March 1, 2024 (each, an "Interest Payment Date"), at the annual interest rate specified above, until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for or, if no interest has been paid, from November 16, 2023, unless, as shown by the records of the Fiscal Agent (hereinafter defined), payment of interest on this Bond shall be in default, in which case this Bond shall bear interest from the date on which interest was last paid hereon. The principal of and premium, if any, on this Bond upon maturity is payable upon presentation and surrender hereof at the designated corporate trust office of U.S Bank Trust Company, National Association in Philadelphia, Pennsylvania ("Fiscal Agent"). Interest on this Bond will be paid on each Interest Payment Date by check or draft drawn upon the Fiscal Agent and mailed (or by wire transfer in the continental United States to any holder of \$1,000,000 or more in aggregate principal amount of the 2023 Bonds (hereafter defined) at the written request of such holder delivered to the Fiscal Agent at least three Business Days before the applicable Record Date (hereinafter defined)) to the person in whose name this Bond is registered, at his/her address as it appears on the registration books of the School District ("Bond Register") maintained by the Fiscal Agent and at the address appearing thereon at the close of business on the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date ("Record Date") irrespective of any transfer or exchange of this Bond subsequent to such Record Date and prior to such Interest Payment Date.

Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner hereof as of the Record Date, and shall be payable to the person who is the registered owner hereof at the close of business on the fifteenth (15th) day ("Special

Record Date”) preceding the date set for the payment of such defaulted interest (“Special Payment Date”).

Such Special Payment Date shall be fixed by the Fiscal Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special Payment Date shall be given to registered owners as of the Special Record Date not less than ten (10) days prior to the Special Payment Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

The provisions of the preceding paragraph notwithstanding, so long as the Bonds are registered in the name of the Securities Depository, as defined in the Resolution hereinafter mentioned, or its nominee, to the extent available, the Fiscal Agent shall transfer, (i) on each Interest Payment Date, the amount of interest due on each such date to the Securities Depository, and (ii) on each principal payment date, the amount of principal due on each such date to the Securities Depository, at the addresses provided in accordance with the Resolution, which amounts so transferred, shall be, on the interest and principal payment date, at the principal office of the Securities Depository, in immediately available funds. All payments made by the Fiscal Agent to the Securities Depository or its nominee shall fully satisfy the School District’s obligations to pay principal of and interest on the Bonds to the extent of such payments, and no Securities Depository participant (direct or indirect) or beneficial owner of any interest in any Bond registered in the name of the Securities Depository or its nominee shall have any recourse against the School District hereunder for any failure by the Securities Depository to remit payment to any direct or indirect participant therein or failure by any such participants to remit such payments to any beneficial owner of such Bonds.

This Bond shall not be valid or become obligatory for any purpose until the Fiscal Agent’s Authentication Certificate printed hereon is manually executed.

This Bond is one of a duly authorized issue of General Obligation Bonds, Series [A/B] of 2023, of The School District of Philadelphia, in the aggregate principal amount of \$_____ (“Bonds”), issued in fully registered form, all of like date and tenor, except as to date of maturity, and rates of interest, and all issued in accordance with the 53 Pa. C.S. §§8001 et seq. (“Act”), and pursuant to a resolution of the Board of Education of the School District duly adopted on October 19, 2023 (“Resolution”). The Bonds are being issued by the School District simultaneous with issuance of General Obligation Bonds, Series [A/B] of 2023 (the “Series [A/B] Bonds,” and together with the Bonds, the “2023 Bonds”), for the purpose of [(i) financing a portion of the costs of the Capital Project (as defined in the Resolution)][(i) funding a portion of the costs of the Capital Project (as defined in the Resolution) which is designed to be environmentally beneficial by reducing energy usage in certain School District buildings], and (ii) paying the costs of issuing the Bonds.

Reference is hereby made to the Act and the Resolution for a complete statement of the provisions thereof, including, without limitation, the conditions under which the Resolution may be modified, to all of which provisions each registered owner, beneficial owner, direct or indirect participant in the Securities Depository from time to time hereof, by acceptance hereof (including receipt of a book-entry credit evidencing an interest herein), assents as an explicit and material portion of the consideration running to the School District to induce it to adopt the Resolution and

issue this Bond. Copies of the Resolution are on file with the Fiscal Agent. Capitalized terms used in this Bond but not defined herein shall have the meanings ascribed thereto in the Resolution.

REDEMPTION

Optional Redemption. The Bonds maturing on or after September 1, 2034, are subject to redemption at the option of the School District, from monies available therefor, on or after September 1, 2033, in whole at any time, and in part from time to time, and if in part by lot within a maturity and with respect to particular maturities or portions thereof as determined by the School District, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued and unpaid interest on the Bonds to be redeemed to the date of redemption]

Mandatory Sinking Fund Redemption. The Bonds maturing September 1, 2048 (“Term Bonds”) are subject to mandatory redemption prior to maturity by the School District, in part, on September 1 of the years (each a “Mandatory Sinking Fund Redemption Date”) and in the principal amounts set forth below, within the maturity by lot, at a redemption price equal to the principal amount of Bonds to be redeemed plus interest accrued to the date fixed for redemption, from funds which the School District hereby covenants to deposit in the School District Deposit Account created in the Series ___ Sinking Fund established pursuant to Section 18() of the Resolution, annually, on or before September 1 of the years set forth below:

Mandatory Sinking Fund	
Redemption Date	Principal Amount
<u>(September 1)</u>	<u>to be Redeemed</u>

* Maturity

The Bonds are issuable in \$5,000 denominations and whole multiples thereof.

This Bond is fully registered in the name of the owner on the Bond Register kept for the purpose at the designated corporate trust office of the Fiscal Agent, such registration to be noted hereon by the Fiscal Agent on behalf of the School District. Bonds may be transferred upon the registration books upon delivery to the Fiscal Agent of the Bonds accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Fiscal Agent, duly executed by the registered owner of the Bonds to be transferred or his or her duly authorized attorney-in-fact or other legal representative, containing written instructions as to the details of the transfer of such Bonds. No transfer of any Bond shall be effective until entered on the registration books maintained by the Fiscal Agent or its successor. In like manner Bonds may be exchanged by the registered owners thereof or by their duly authorized attorneys-in-fact or other legal representative for Bonds of the same series and maturity and of authorized denomination or denominations in the same aggregate principal amount and bearing interest at the same rate or in the same manner.

Upon any such transfer or exchange the School District shall issue and, after due authentication by the Fiscal Agent, shall deliver to or upon the order of the registered owner, a new registered Bond or Bonds, in authorized denominations aggregating the principal amount hereof, maturing on the same date, bearing interest at the same rate, bearing the same series designation as this Bond and registered in such names as shall be requested.

The School District and the Fiscal Agent may treat the person in whose name this Bond is registered as the absolute owner of this Bond for all purposes whether or not this Bond shall be overdue, and neither the School District nor the Fiscal Agent shall be affected by any notice to the contrary. All payments of principal and interest made to the registered owner hereof in the manner set forth herein and in the Resolution shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid, whether or not notation of the same be made hereon, and any consent, waiver or action taken by such registered owner pursuant to the provisions of the Resolution shall be conclusive and binding upon such registered owner, his or her heirs, successors and assigns, and upon all transferees hereof, whether or not notation thereof be made hereon or on any Bond issued in exchange herefor.

The holder of this Bond shall have no right to enforce provisions of this Bond or the Resolution, except as provided in the Act and the Resolution.

No recourse shall be had for the payment of the principal of or the interest on this Bond or for any claim based hereon or on the Resolution, against any member, officer, employee or agent, past, present or future, of the Board or the School District, or of any successor bodies, either directly or through the School District, or any such successor bodies, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of such members, officers, employees or agents being released as a condition of, and as consideration for, the adoption of the Resolution and the issuance of this Bond.

The School District, solely for the convenience of the holders of the Bonds, has caused CUSIP (Committee on Uniform Security Identification Procedures) numbers to be printed on the Bonds. No representation is made as to the accuracy of said numbers either as printed on such Bonds, and the School District shall have no liability of any sort with respect thereto.

It is covenanted with the holders from time to time of this Bond that the School District shall (i) include the amount of the debt service for the Bonds for each fiscal year in which such sums are payable in its budget for that year, (ii) appropriate such amounts from its general revenues for the payment of such debt service, and (iii) duly and punctually pay, or cause to be paid, from its sinking funds or any other of its revenues or funds the principal of and the interest on this Bond at the dates and places and in the manner stated in this Bond according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the School District pledges its full faith, credit and taxing power. This covenant shall be specifically enforceable. Nothing in this paragraph shall be construed to give the School District any taxing power not granted by another provision of law.

It is hereby certified that all acts, conditions and things required to be or to be done, happen and be performed precedent to and in the issuance of this Bond or in the creation of the debt of which this is evidence, have been done, happened and performed in regular and due form and

manner, as required by law, and that the debt represented by this Bond is not in excess of any constitutional or statutory limitation.

IN WITNESS WHEREOF, The School District of Philadelphia has caused this Bond to be signed in its name by the manual or facsimile signature of a Member of the Board and its corporate seal or a facsimile thereof to be hereunto affixed and duly attested by the manual or facsimile signature of the Secretary, and has caused this Bond to be dated the 16th day of November, 2023.

THE SCHOOL DISTRICT OF
PHILADELPHIA

By: _____
Member
Board of Education

(SEAL)

Attest:

Secretary
The School District of Philadelphia

AUTHENTICATION CERTIFICATE

This Bond is one of The School District of Philadelphia, General Obligation Bonds, Series [A/B] of 2023, described in the within-mentioned Resolution.

U.S. Bank Trust Company, National
Association, Fiscal Agent

By: _____
Authorized Officer

DATE OF AUTHENTICATION:

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Bond, and all rights thereunder, and hereby irrevocably constitutes and appoints his/her attorney to transfer said Bond on the books of the within-named Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature on this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

EXHIBIT C
PURCHASE CONTRACT

THE SCHOOL DISTRICT OF PHILADELPHIA

\$292,855,000 GENERAL OBLIGATION BONDS, SERIES A OF 2023

AND

\$49,800,000 GENERAL OBLIGATION BONDS, SERIES B OF 2023 (GREEN BONDS)

BOND PURCHASE CONTRACT

October 19, 2023

The School District of Philadelphia
440 North Broad Street
Philadelphia, PA 19130-4015

Ladies and Gentlemen:

The undersigned, RBC Capital Markets, LLC (the “Representative”), acting not as a fiduciary, advisor or agent for the School District (hereinafter defined), but on behalf of ourselves and the other underwriters listed on Exhibit “A” attached hereto (as it from time to time may be amended as set forth below, the “Underwriters”), offers to enter into the following agreement (the “Purchase Contract”) with The School District of Philadelphia (the “School District”). The Representative shall not change such list of Underwriters without the School District’s prior written consent and the Representative shall in any event remain on such list of Underwriters. This offer is made subject to the written acceptance of this Purchase Contract by the School District and the delivery of such acceptance to us at the offices of the School District not later than 11:59 P.M., Philadelphia time, on the date hereof. Upon your acceptance hereof, this Purchase Contract shall be binding upon the School District and upon the Underwriters, jointly and severally, in accordance with its terms and shall be an accepted purchase proposal for the Bonds (as hereinafter defined) in accordance with the Act (as hereinafter defined).

The School District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm’s-length transaction between the School District and the Underwriters, (ii) in connection with such transaction, each Underwriter is acting solely as a principal and not as an agent, municipal advisor, financial advisor or a fiduciary of the School District, (iii) no Underwriter has assumed an advisory or fiduciary duty to the School District with respect to the offering of the Bonds or the process leading thereto (whether or not such Underwriter, or any affiliate of such Underwriter, has advised or is currently advising the School District on other matters) or any other obligation to the School District with respect to the Bonds except the obligations expressly set forth in this Purchase Contract, (iv) each Underwriter has financial and other interests that differ from those of the School District, and (v) the School District has consulted with its own legal, financial and other advisors, if any, to the extent it deemed appropriate in connection with the issuance and sale of the Bonds. Each Underwriter acknowledges and agrees that nothing in the preceding sentence relieves it of any obligations or duties it has under applicable law and regulations or under this Purchase Contract.

1. Upon the terms and conditions and upon the basis of the representations hereinafter set forth, the Underwriters, jointly and severally, agree to purchase from the School District for offering to the public, and the School District agrees to sell to the Underwriters for such purpose all, but not less than all, of its (a) General Obligation Bonds, Series A of 2023 (the “Series A Bonds”), as more fully described in the Official Statement (as hereinafter defined), for a purchase price of \$300,642,115.87 (which is equal to the par amount of \$292,855,000, plus original issue premium of \$8,889,289.80, less the Underwriters’ Discount of \$1,102,173.93) (the “Series A Purchase Price”) and (b) General Obligation Bonds, Series B of 2023 (Green Bonds) (the “Series B Bonds” and together with the Series A Bonds, the “Bonds”), as more fully described in the Official Statement, for a purchase price of \$50,110,256.79 (which is equal to the par amount of \$49,800,000, plus net original premium of \$497,590.10, less the Underwriters’ Discount of \$187,333.31) (the “Series B Purchase Price” and together with the Series A Purchase Price, the “Purchase Price”). The Bonds shall be dated, shall mature, shall be subject to redemption and shall bear interest at the rates, in the amounts and on the dates specified in the Resolution, adopted by the Board of Education of the School District (the “Board”), on October 19, 2023 (the “Resolution”) and set out in Exhibit “B” attached hereto. The Bonds shall be issued as fixed rate bonds with interest payable on each March 1 and September 1, commencing March 1, 2024. Payment for and delivery of the Bonds and the other actions contemplated hereby to take place at the time of such payment and delivery are herein sometimes called the “Closing.”

The Bonds shall conform to the descriptions thereof contained in the Resolution and the Official Statement of the School District relating to the Bonds (which, together with all appendices and exhibits thereto and including such changes, if any, as are made pursuant to Paragraph 6(m) hereof, is herein referred to as the “Official Statement”) to be dated the date hereof. The Bonds shall be issued under the provisions of the Local Government Unit Debt Act, 53 Pa.C.S.A. Sections 8001, *et seq.* (the “Act”), and the Resolution, and shall be in form satisfactory to the Underwriters. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Preliminary Official Statement.

The proceeds of the Series A Bonds will be used to: (i) pay the costs of certain capital projects to be undertaken by the School District and (ii) pay the costs of issuance of the Series A Bonds. The proceeds of the Series B Bonds will be used to: (i) pay the costs of certain capital projects to be undertaken by the School District which are designed to be environmentally beneficial by reducing energy usage in certain School District buildings and (ii) pay the costs of issuance of the Series B Bonds.

U.S. Bank Trust Company, National Association (the “Fiscal Agent”), shall provide its services as sinking fund depository, fiscal agent, registrar, and paying agent with respect to the Bonds pursuant to a Fiscal Agent Agreement (the “Fiscal Agent’s Agreement”) entered into by the School District and the Fiscal Agent at or prior to the Closing.

2. The Underwriters have heretofore designated RBC Capital Markets, LLC, as their Representative. The Representative, on behalf of itself and, based on the representations and warranties made to it by the other Underwriters, represents on behalf of the Underwriters to the School District that (i) RBC Capital Markets, LLC, as Representative, has been duly authorized to execute this Purchase Contract, (ii) that such firm has been duly authorized to act as

Representative hereunder on behalf of each Underwriter, (iii) that each Underwriter is registered under the Securities Exchange Act of 1934, as amended (the “1934 Act”), as a broker or dealer, or is exempt from such registration pursuant to rules promulgated, or an order issued, by the Securities and Exchange Commission (the “SEC”); and (iv) to the best of its knowledge, after due inquiry, each Underwriter is in compliance with Rules G-37 and G-38 of the Municipal Securities Rulemaking Board (the “MSRB”).

3. The Underwriters agree to make an initial bona fide public offering of the Bonds at prices not in excess of the prices set forth on the inside cover page of the Official Statement; however, the Underwriters reserve the right to make concessions to dealers (including dealers depositing Bonds into investment trusts) and to change such initial offering prices as the Underwriters shall deem necessary in connection with the marketing of the Bonds.

3A. Establishment of Issue Price.

(a) The Representative, on behalf of the Underwriters, agrees to assist the School District in establishing the issue price of the Bonds and shall execute and deliver to the School District at Closing an “issue price” or similar certificate, substantially in the form attached hereto as Exhibit “C”, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Representative, the School District, Eckert Seamans Cherin & Mellott, LLC and Ahmad Zaffarese LLC (“Co-Bond Counsel”), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. As applicable, all actions to be taken by the School District under this section to establish the issue price of the Bonds may be taken on behalf of the School District’s municipal advisor and any notice or report to be provided to the School District may be provided to the School District’s municipal advisor.

(b) Except as otherwise set forth in Exhibit B hereto, the School District represents that it will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public on the sale date as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Representative shall report to the School District the price or prices at which the Underwriters have sold to the public each maturity of the Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Representative agrees to promptly report to the School District the prices at which the Bonds of that maturity have been sold by the Underwriters to the public. That reporting obligation shall continue, whether or not the Closing Date (as hereinafter defined) has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c) The Representative confirms that the Underwriters have offered the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Exhibit B hereto, except as otherwise set forth herein. Exhibit “B” sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the School District and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the School District to treat the initial

offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriters will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative shall promptly advise the School District when the Underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business date after the sale date.

The School District acknowledges that, in making the representation set forth in this subsection and in its certification, the Representative will rely on (i) the agreement of each Underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The School District further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

- (h) The Representative confirms that:
 - (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Representative is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Representative that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each

case if and for so long as directed by the Representative and as set forth in the related pricing wires; and

- (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Representative or the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or the Underwriter and as set forth in the related pricing wires.

(i) The Underwriters acknowledge that sales of any Bonds to a related party shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) “public” means any person other than an underwriter or a related party to an underwriter,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the School District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) “sale date” means the date of execution of this Purchase Contract by the Representative and the School District.

4. The Representative shall wire transfer to the order of the Fiscal Agent for the benefit of the School District a good faith deposit in the amount of \$3,409,800.00 (the "Good Faith Deposit"). The Good Faith Deposit shall be held uninvested until Closing. If the School District shall fail to deliver the Bonds at the Closing, or if the School District shall be unable to satisfy the conditions to the obligations of the Underwriters contained herein (and such conditions are not waived by the Underwriters), or if the obligations of the Underwriters shall be terminated for any reason permitted by this Purchase Contract, the Good Faith Deposit shall be immediately returned to us and such return shall constitute a full release and discharge of all claims by the Underwriters against the School District arising out of the transactions contemplated hereby. In the event that the Underwriters fail (other than for a reason permitted hereunder) to accept and pay for the Bonds at the Closing, the amount of such Good Faith Deposit shall be retained by the School District as and for liquidated damages for such failure and for any defaults hereunder on the part of the Underwriters and such retention shall constitute a full release and discharge of all claims by the School District against the Underwriters and the Underwriters against the School District arising out of the transactions contemplated hereby. At Closing, the Good Faith Deposit shall be applied as a credit against the Purchase Price for the Bonds and the remaining balance of the Purchase Price for the Bonds shall be wired upon the order of the School District.

5. The School District shall provide, or cause to be provided to the Underwriters, at its expense, as soon as practicable after its acceptance of this Purchase Contract (but in any event, within seven (7) business days after its acceptance of this Purchase Contract and in any event in sufficient time to accompany any confirmation that requests payment from any customer, which time shall be specified in writing by the Representative to the School District), provided such date is not later than three (3) business days prior to the Closing, copies of the Official Statement, complete as of its date of delivery, to the Representative, in a form reasonably satisfactory to the Representative and executed on behalf of the School District by its duly authorized officer or officers ("Authorized Officers"), in sufficient quantity as reasonably determined by the Representative to enable the Underwriters to comply with paragraph (b)(4) of the Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule") and with the rules of the MSRB. The Representative shall supply in writing any reoffering information as shall be necessary or appropriate to complete the Official Statement at such time as will enable the School District to deliver the Official Statement at the time provided in this paragraph. The Representative agrees to send to the MSRB or its designee by certified or registered mail, or some other equally prompt means that provides a record of sending within one (1) business day after receipt of the Official Statement from the School District, two (2) copies of the Official Statement and two (2) copies of completed Form G-32 prescribed by the MSRB, including the CUSIP number or numbers for the issue. The School District shall prepare, or have prepared, the Official Statement, including any amendments thereto, in word-searchable PDF format and shall provide such electronic copy to the Representative no later than one (1) business day prior to the Closing to enable the Representative to comply with MSRB Rule G-32. The Representative agrees to submit the Official Statement to the MSRB's Electronic Municipal Market Access system within one (1) business day after receipt of the Official Statement. The "end of the underwriting period" (as defined in the Rule) shall be the date of Closing unless the School District shall be otherwise notified in writing by the Representative. The School District agrees to make no material amendment to the Official Statement except as provided in Paragraph 6(m) hereof. The School District authorizes the use of the Preliminary Official Statement and the

Official Statement in connection with the public offering and sale of the Bonds. The School District also ratifies and confirms the use by the Underwriters, prior to the date hereof, of the Preliminary Official Statement of the School District relating to the Bonds (which, together with all appendices and exhibits thereto and with such changes as the Underwriters shall have approved, and any supplement or amendment thereto, is herein called the “Preliminary Official Statement”) in connection with the public offering and sale of the Bonds. The Underwriters acknowledge receipt of the Preliminary Official Statement prior to the date hereof and that they have reviewed the Preliminary Official Statement prior to the date hereof.

6. The School District represents and warrants to each of the Underwriters that:

(a) The School District is a home rule school district of the first class duly organized and existing under the laws of the Commonwealth of Pennsylvania.

(b) By official action, the Board has duly adopted the Resolution in accordance with the Act; the School District has, and at the date of Closing will have, full legal right, power and authority: (i) to approve, execute, deliver and perform its obligations under this Purchase Contract and the Fiscal Agent’s Agreement; (ii) to approve, execute, deliver and perform its obligations under the Continuing Disclosure Agreement to be dated the date of Closing between the School District and Digital Assurance Certification, L.L.C., as Dissemination Agent (the “Continuing Disclosure Agreement”); and (iii) to adopt the Resolution and to issue and deliver the Bonds to the Underwriters as provided therein and herein. The School District has, and at the date of Closing will have, duly authorized and approved the execution and delivery of, and the performance by the School District of, its obligations contained in the Bonds, this Purchase Contract, the Fiscal Agent’s Agreement and the Continuing Disclosure Agreement and the performance by the School District of its obligations contained in the Resolution and the consummation by it of all other transactions contemplated by this Purchase Contract and as described in the Official Statement, and at the date of Closing such authorization and approvals shall be in full force and effect and shall not have been rescinded; and the School District is now and at the date of Closing will be, in compliance with the provisions of the Resolution. When duly authorized, executed and delivered by the School District, the Bonds, this Purchase Contract, the Fiscal Agent’s Agreement and the Continuing Disclosure Agreement will constitute legal, valid and binding obligations of the School District enforceable against the School District in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, or other laws or legal principles affecting the enforcement of rights generally and by the application of equitable principles if equitable remedies are sought and except to the extent that provisions relating to set-off, indemnity or waivers of notice are not permitted by applicable law or may not be otherwise valid or enforceable.

(c) Both at the time of acceptance hereof and at the date of the Closing, except as disclosed in the Official Statement, there shall not have been any material adverse change since June 30, 2022 in the results of operations or financial condition of the School District.

(d) The Preliminary Official Statement as of its date, was deemed “final” by the School District within the meaning of the Rule (except for the information permitted by the

Rule to be omitted therefrom). The information in the Preliminary Official Statement relating to the School District did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of circumstances under which they were made, not misleading. Other than the sections in the Preliminary Official Statement captioned "UNDERWRITING," "FINANCIAL ADVISOR" and Appendices C, D, E and F as to which no representation is made, the School District represents that it will notify the Representative in writing if anything comes to its attention which would lead the School District to believe that the information in the Preliminary Official Statement contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) At the time of the School District's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to clause (m) of Paragraph 6 of this Purchase Contract) at all times subsequent thereto during the period up to and including the date of Closing, the information in the Official Statement relating to the School District does not, and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Other than the sections in the Official Statement captioned "UNDERWRITING," "FINANCIAL ADVISOR" and Appendices C, D, E and F as to which no representation is made, the School District represents that it will notify the Representative in writing if anything comes to its attention which would lead the School District to believe that the information in the Official Statement will contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Except as disclosed in the Official Statement, there shall not have been any material adverse change in the financial condition or operations of the School District since the date of this Purchase Contract until the date of Closing which has not been communicated in a writing received by the Underwriters prior to the date of Closing.

(f) As of the time of acceptance hereof and as of the date of the Closing, except as disclosed in the Official Statement, the School District is not and will not be in breach of or in default under any applicable law or administrative regulation of the Commonwealth of Pennsylvania or the United States or any other governmental authority relating to the School District or any judgment, decision or decree applicable to the School District or any loan agreement, note, resolution, ordinance, agreement or other instrument to which the School District is a party or is otherwise subject, the consequence of which or the correction of which would materially and adversely affect the operations of the School District as of such times; and, as of such times and except as disclosed in the Official Statement, the execution and delivery of this Purchase Contract, the Fiscal Agent's Agreement, the Continuing Disclosure Agreement and the Bonds (the "Bond Documents"), and the adoption of the Resolution and compliance with the provisions thereof do not and will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the Commonwealth of Pennsylvania or the United States or any other governmental authority or any judgment, decision or decree applicable to the School District or any loan agreement, note, resolution, ordinance or other instrument to which the School District is or may be subject.

(g) Except as disclosed in the Official Statement, no litigation or other legal proceeding is pending or, to the knowledge of the School District, threatened against the School District (i) that in any way challenges the right of any member of the Board to hold his or her respective office, or the respective powers of such offices or the entitlement to office of any official appointed by the Board, (ii) seeking to restrain or enjoin the issuance or delivery of any of the Bonds, or the performance of any obligation of the School District under the Resolution, or challenging the provisions of the Act pursuant to which the Bonds are being issued, or in any way contesting or affecting the validity of the Bond Documents or contesting the power or authority for the issuance of the Bonds or the adoption of the Resolution or the execution and delivery of the Bond Documents, (iii) in which a final decision adverse to the School District would materially and adversely affect the financial condition or operations of the School District or the validity or enforceability of the Bond Documents, or (iv) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto.

(h) All approvals and consents of any governmental authority, legislative body, board, agency or commission, to the extent required precedent to the adoption of the Resolution, the execution and delivery of the Bond Documents, the issuance of the Bonds or the performance by the School District of its obligations under the Act, the Resolution and the Bond Documents have been obtained or will be duly obtained prior to Closing.

(i) The School District will furnish such information, execute such instruments and take such other action not inconsistent with law or established policy of the School District as the Representative may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Representative may designate; provided, however, that the School District shall not be required to consent to service of process or to qualify as a foreign corporation under the laws of any such jurisdiction.

(j) At the time of acceptance hereof and as of the date of the Closing, the financial statements of the School District for the fiscal year ended June 30, 2022, fairly present the financial position, and results of operations of the School District as of the date and for the period therein set forth; all of such financial statements, the combined balance sheet for Fiscal Year 2022, and the combined statement of revenues, expenditures and changes in fund balance for Fiscal Year 2022 contained in the Preliminary Official Statement and the Official Statement have been prepared by the School District in accordance with generally accepted accounting principles applied consistently (to the extent applicable), except as otherwise indicated in the Preliminary Official Statement and the Official Statement; and such financial statements, combined balance sheet and combined statement of revenues, expenditures and changes in fund balance have been reviewed by the Chief Financial Officer (the “CFO”) of the School District.

(k) Prior to Closing, the School District will not take any action within or under its control that will cause any material adverse change in the financial condition or results of operations of the School District.

(l) The Bonds and the Resolution conform in all material respects to the requirements of the Act. The Bonds, when issued, authenticated and delivered and paid for in

accordance with the Resolution and this Purchase Contract will be validly issued and delivered by the School District and will constitute the valid and binding obligations of the School District enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; and will be entitled to the benefits of the Act and the Resolution, and the provisions of Section 633 of the Public School Code of 1949, as amended (the "School Code") and Act 85 of 2016 (as defined in the Official Statement).

(m) If at any time from the date hereof until the earlier of (i) twenty-five (25) days from the end of the underwriting period (as defined in the Rule), or (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than twenty-five (25) days following the end of the underwriting period, the School District becomes aware of any event within the knowledge of the School District which would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the School District shall promptly notify the Representative of such event and if, in the opinion of the School District or the Representative, such event, or any other event brought to the attention of the School District by the Representative, requires the preparation and publication of a supplement or amendment to the Official Statement, the School District, at its expense, promptly will prepare an appropriate amendment or supplement thereto to reflect such event, in a form and in a manner approved by the Representative and counsel to the Underwriters, and will furnish the Underwriters with a reasonable number of copies of the Official Statement as so supplemented or amended. The Representative agrees to file a copy of the Official Statement as so supplemented or amended with the MSRB and to notify the School District in writing of such filing and the date of such filing.

(n) In order to assist the Underwriters in complying with the requirements of the Rule, the School District will enter into the Continuing Disclosure Agreement in substantially the form of Appendix E to the Official Statement at or prior to the Closing.

(o) Except as disclosed in the Official Statement, the School District has complied in all material respects during the past five years with all continuing disclosure agreements in effect to which it is a party.

(p) The School District is not in default in the payment of principal or interest on any of its indebtedness.

7. At 9:30 a.m., Philadelphia time, on November 16, 2023 or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the parties (the "Closing Date"), the School District will cause the delivery to the Representative (via DTC's "FAST" closing system), of one definitive Bond in the principal amount of each series, maturity and interest rate of the Bonds. The School District will deliver to the Representative, at the office of Eckert Seamans Cherin & Mellott, LLC, Philadelphia, Pennsylvania, or at such other place as parties hereto shall both agree, at such time and on such date, the documents hereinafter set forth below. The Underwriters will accept such delivery and pay the balance of the Purchase

Price of the Bonds as set forth in Paragraph 1 hereof, by wire transfer in immediately available funds to the order of the School District (the "Closing").

8. The obligations of the Underwriters under this Purchase Contract are and shall be subject to the following further conditions:

(a) The representations and warranties of the School District contained in this Purchase Contract shall be true, complete and correct in all material respects on the date of the Closing, as if made on the date of Closing.

(b) At the time of the Closing, the Resolution and the Certificate of Approval of the Department of Community and Economic Development, authorizing the incurrence of non-electoral debt of the School District in an amount not less than the principal amount of the Bonds shall be in full force and effect, and shall not have been amended, modified or supplemented without the consent of the Representative.

(c) The School District at the date of Closing shall not be in default in the payment of principal or interest on any of its indebtedness.

(d) We may terminate this Purchase Contract with respect solely to the purchase of the Bonds by notification to the School District if at any time at or prior to the Closing:

(1) there shall have been any material adverse change in the financial condition or results of operations of the School District, in the reasonable judgment of the Representative; or

(2) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any governmental agency having jurisdiction shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds is in violation of any provisions of the Securities Act of 1933, as amended; or

(3) there shall have occurred any new outbreak of (or an escalation of existing) hostilities or other national or international calamity or crisis, or a default with respect to the debt obligations of, or the institution of proceedings under any bankruptcy law by or against, any state of the United States or agency thereof or any city in the United States having a population of over one million, the effect of which on the financial markets in the United States being such as, in the reasonable judgment of the Representative, would make it impracticable for the Underwriters to enforce contracts for the sale of the Bonds; or

(4) there shall be in force a general suspension of trading on the New York Stock Exchange; or any other national securities exchange; or

(5) a general banking moratorium shall have been declared by federal, New York or Pennsylvania authorities having jurisdiction and be in force or a material

disruption in commercial banking or securities settlement or clearance services insofar as they relate to the municipal bond market shall have occurred; or

(6) an adverse event described in Paragraph 6(m) hereof occurs which requires or has required a supplement or amendment to the Official Statement and which, in the reasonable judgment of the Representative, even if the Official Statement were so amended or supplemented, would materially affect the ability of the Underwriters to enforce contracts for the sale of the Bonds; or

(7) legislation shall be enacted by the Congress of the United States or by a state legislature or adopted by any house thereof or a decision by a Court of the United States or the United States Tax Court or a state court shall be rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other federal or state governmental agency shall be made, with respect to federal or state taxation upon interest received on bonds or notes of the general character of the Bonds, which would have the effect of changing directly or indirectly the federal or state income tax consequences of interest on bonds of the general character of the Bonds in the hands of the owners thereof, which in the reasonable judgment of the Representative materially and adversely affects the ability of the Underwriters to enforce contracts for the sale of the Bonds, or

(8) legislation shall be enacted or a decision by a court of competent jurisdiction shall hereafter be rendered, or action shall hereafter be taken or a ruling or regulation shall hereafter be issued by the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject, the effect of which, in the opinion of counsel to the Representative, is that: (i) the Bonds are not exempt qualification under the Securities Act of 1933, as amended and as then in effect; or (ii) the Resolution is not exempt from the registration, qualification or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; or

(9) there shall have occurred or any notice shall have been given of any downgrading, suspension or withdrawal by Fitch or Moody's (as each is hereinafter defined) of a rating based on the provisions of Section 633 of the School Code assigned to any of the School District's debt obligations substantially similar to the Bonds; or

(10) the New York Stock Exchange or other national securities exchange, or any governmental authority shall have: (i) imposed additional material restrictions not in force as of the date hereof with respect to trading in securities, generally, or to the Bonds or similar obligations; or (ii) materially increased restrictions now in force with respect to the charge to the net capital requirements of underwriters or broker-dealers; or (iii) established minimum or maximum prices on any such national securities exchange.

(e) At or prior to the Closing Date, we shall receive the following documents:

(1) The Certificate of Approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania together with copies of

the proceedings filed with the Department, authorizing the incurrence of non-electoral debt of the School District in an amount not less than the principal amount of the Bonds.

(2) The opinion of Co-Bond Counsel addressed to the purchasers of the within described Bonds in substantially the form attached as APPENDIX D to the Official Statement, together with a reliance letter addressed to the Representative, dated the Closing Date.

(3) A certificate, dated the Closing Date, signed by the Director of Finance of The City of Philadelphia (the “City”) to the effect that, to the best of his knowledge, nothing has come to his attention that would lead him to believe that the information in APPENDIX C of the Preliminary Official Statement provided by the City, as of the date of the Preliminary Official Statement and as of the date of the Official Statement, and in APPENDIX C of the Official Statement provided by the City, as of the date of the Official Statement and on the date of the Closing, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(4) A supplemental opinion of Co-Bond Counsel addressed to the Representative and dated the Closing Date to the following effect:

(i) The statements contained in the Official Statement under the headings “INTRODUCTION - Authority for Issuance and Security for the Bonds,” “DESCRIPTION OF THE BONDS,” “SECURITY FOR THE BONDS,” “CONTINUING DISCLOSURE AND ADDITIONAL INFORMATION,” and “MISCELLANEOUS – Negotiable Instruments,” insofar as such statements summarize certain provisions of the Bonds, the Resolution, the Fiscal Agent’s Agreement, the Continuing Disclosure Agreement, the Act, and of certain sections of the School Code and Act 85 of 2016, are reasonable summaries of such provisions of the Bonds, the Resolution, the Fiscal Agent’s Agreement, the Continuing Disclosure Agreement, the Act, the specified sections of the School Code and Act 85 of 2016 so summarized, and the statements contained in the Official Statement under the heading “TAX MATTERS” accurately reflect Co-Bond Counsel’s opinions as to the federal tax exemptions applicable to the Bonds and the Pennsylvania tax exemptions applicable to the Bonds, to the extent such opinions are described therein.

(ii) The Official Statement has been duly approved, executed and delivered by the School District.

(iii) The Bonds are exempt from the registration requirements of the Securities Act of 1933, as amended, and the Resolution is not required to be qualified under the Trust Indenture Act of 1939, as amended.

(iv) This Purchase Contract, the Fiscal Agent’s Agreement and the Continuing Disclosure Agreement have each been duly authorized, executed

and delivered by the School District and, assuming the due authorization, execution and delivery thereof by the other parties thereto, each constitutes the valid and binding agreements on the part of the School District, enforceable in accordance with its terms, except as enforcement thereof may be limited by laws relating to bankruptcy, insolvency, moratorium or other similar laws or legal or equitable principles affecting the enforcement of creditors' rights.

In addition, Co-Bond Counsel shall state in their letter containing the foregoing opinion, or in a separate letter dated the date of the Closing, that, without having undertaken to determine independently the accuracy, adequacy or completeness of the contents of the Official Statement (including the appendices thereto), nothing has come to the attention of such counsel in connection with their engagement as Co-Bond Counsel in respect of the issuance of the Bonds which would lead them to believe that the Official Statement, as of its date, and as of the date of Closing (except as to the financial, statistical and tabular data and projections contained in the Official Statement and the Appendices thereto and the sections captioned "FINANCIAL ADVISOR", and "UNDERWRITING" and the Appendices thereto as to which no statement need be made), contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(5) The Official Statement executed as set forth in Paragraph 6 hereof.

(6) The Resolution certified by the Secretary of the School District as having been duly adopted by the Board and as being in effect, with only such changes or amendments as may have been agreed to by the Representative.

(7) An opinion of the General Counsel of the School District addressed to the Representative and Co-Bond Counsel, dated the date of Closing, to the effect that:

(i) As of such date, except as disclosed in the Official Statement, no litigation or other legal proceeding is pending or, to the best of her knowledge, threatened (1) in any way challenging the right of any member of the Board, or any official of the School District signatory hereto or referred to herein to hold his or her office, or the respective powers of the School District or of such offices, or (2) seeking to restrain or enjoin the issuance or delivery of any of the Bonds, or the pledge made by the School District pursuant to Section 8104 of the Act, or in any way contesting or affecting the validity of the Bonds or the Resolution, this Purchase Contract, the Fiscal Agent's Agreement or the Continuing Disclosure Agreement or contesting the power or authority for the issuance of the Bonds, the adoption of the Resolution or any power of the School District to perform its obligations under the Bond Documents, or (3) contesting in any way the completeness or accuracy of the Official Statement.

(ii) The School District is duly organized and validly existing under the laws of the Commonwealth of Pennsylvania and the Resolution has been duly adopted by the Board at a meeting convened and held in accordance with the laws of the Commonwealth of Pennsylvania.

(iii) The Purchase Contract, the Fiscal Agent's Agreement, and the Continuing Disclosure Agreement have been duly authorized, executed and delivered by the School District and, assuming the due authorization, execution and delivery thereof by the other parties thereto, constitute valid and binding agreements on the part of the School District, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by laws relating to bankruptcy or insolvency or other similar laws or equitable principles affecting the enforcement of creditors' rights generally, and as to indemnification provisions and provisions purporting to limit types of damages, as to which no opinion is rendered.

(iv) The information presented in APPENDIX A to the Official Statement under the captions "SCHOOL DISTRICT OPERATIONS," "SCHOOL DISTRICT LABOR RELATIONS," "INSURANCE," and "LEGAL PROCEEDINGS" has been reviewed by her or on her behalf, and nothing has come to her attention which would lead her to believe that such information contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(v) The information presented in the Official Statement under the captions "INTRODUCTION - The School District of Philadelphia," "INTRODUCTION - Purpose of the Bonds", "INTRODUCTION - Other Financings" and "NO LITIGATION AFFECTING THE BONDS," and in APPENDIX A to the Official Statement under the captions "THE SCHOOL DISTRICT OF PHILADELPHIA," "SCHOOL DISTRICT FINANCIAL PROCEDURES," "SOURCES OF SCHOOL DISTRICT REVENUE," "SCHOOL DISTRICT EXPENDITURES," "CERTAIN FINANCIAL INFORMATION OF THE SCHOOL DISTRICT" (except for any financial or statistical data or tabular data or projections included therein as to which no statement is made) has been reviewed by her or on her behalf, and nothing has come to her attention which would lead her to believe that such information contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(vi) Except as disclosed in the Official Statement, there is no litigation or other legal proceeding pending or, to the best of her knowledge, threatened, against the School District in which a final decision adverse to the School District would materially and adversely affect the financial condition or operations of the School District.

(8) A certificate, dated the date of the Closing, signed by the Superintendent of the School District (the “Superintendent”) and the CFO of the School District to the effect that, to the best of their knowledge, (i) the representations and warranties of the School District contained herein are true and correct in all material respects on and as of the date of the Closing, and (ii) no event materially and adversely affecting the financial condition of the School District has occurred since the date of the Audit attached as Appendix B to the Preliminary Official Statement and the Official Statement which has not been disclosed therein or by supplement or amendment thereto approved by the Representative and which should be disclosed in the Official Statement for the purpose for which it is to be used or which should be disclosed therein in order to make the statements and information therein not misleading in any material respect in light of the circumstances under which they were made.

(9) Copies of the letters from Moody’s Investors Service (“Moody’s”) and Fitch Ratings, Inc. (“Fitch”) to the School District giving the Bonds ratings of “A1” (with a positive outlook) and “A+” (with a positive outlook), respectively, based on provisions of Section 633 of the School Code; a copy of a letter from Moody’s giving the Bonds its underlying rating, without regard to the provisions of Section 633 of the School Code, of “Baa3” (with a positive outlook); and a copy of a letter from Fitch giving the Bonds its underlying rating, without regard to the provisions of Section 633 of the School Code, of “BB+” (with a positive outlook). The Chief Financial Officer or Deputy Chief Financial Officer of the School District shall deliver a certificate dated the date of Closing to the effect that he or she has not been advised that the ratings or outlooks assigned to the School District have been lowered or withdrawn.

(10) Opinion, in form and substance satisfactory to the Representative, dated the date of Closing, addressed to the Representative, of Cozen O’Connor, counsel to the Underwriters.

(11) A Tax Compliance Certificate with respect to the Bonds, dated the date of Closing, signed by the CFO of the School District in form and substance acceptable to the Representative and Co-Bond Counsel.

(12) With respect to the Bonds, the completed Form 8038G, to be filed with the Internal Revenue Service.

(13) A certificate, dated the date of Closing, of a principal of Phoenix Capital Partners, LLP to the effect that as Financial Advisor to the School District, which includes, inter alia, its participation in the preparation of the Official Statement, nothing has come to their attention which would lead it to believe that the information in the Official Statement, (other than the section headed “UNDERWRITING,” and in Appendices B through G thereto, as to which no statement need be expressed) contains any untrue statement of a material fact or omits to state a material fact, necessary to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(14) Executed copy of the Fiscal Agent’s Agreement.

(15) A certificate of the Fiscal Agent dated the Closing Date with respect to the due authorization, execution and delivery of the Fiscal Agent's Agreement and the incumbency and signatures of the officers executing the applicable agreements to which the Fiscal Agent is a party.

(16) A copy of the executed Blanket Letter of Representations to The Depository Trust Company, New York, New York with respect to the applicability of the book-entry-only system to the Bonds.

(17) The executed Continuing Disclosure Agreement dated the date of Closing, in substantially the form of APPENDIX E to the Official Statement.

(18) [Reserved.]

(19) Copies of the documents to be filed with the Pennsylvania Department of Education with respect to the Bonds pursuant to Act 85 of 2016.

(20) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Representative or Co-Bond Counsel may reasonably request to evidence compliance by the School District with this Purchase Contract, legal requirements, and the performance or satisfaction by the School District at or prior to Closing of all agreements to be performed and all conditions to be satisfied by the School District.

(f) The School District will furnish the Representative with such conformed copies of such opinions, certificates, letters and documents as the Representative reasonably requests. If the School District shall be unable to satisfy the conditions to the obligations of the Underwriters contained in this Purchase Contract, or if the obligations of the Underwriters shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriters nor the School District shall have any further obligations hereunder, except as provided in Paragraph 4 hereof. However, the Representative may in its discretion waive one or more of the conditions imposed by this Purchase Contract for the protection of the Underwriters and proceed with the Closing as to the Bonds.

9. The School District shall pay or cause to be paid the expenses incident to the performance of its obligations hereunder, including but not limited to (a) the cost of the preparation and printing or other reproduction of the Resolution; (b) the fees and disbursements of Co-Bond Counsel, the Financial Advisor, the Fiscal Agent and the fees and charges of other experts or consultants retained by the School District; (c) the costs and fees of the rating of the Bonds by Moody's and Fitch; (d) the cost of printing or other reproduction and delivery of the Preliminary Official Statement and the Official Statement; and (e) the fees and disbursements of Underwriters' counsel. The Underwriters shall pay the following, which may be included as an expense component of the Underwriter's discount (a) all advertising expenses in connection with the public offering of the Bonds and the cost of qualifying the Bonds for sale in various jurisdictions chosen by the Underwriters, (b) costs incurred in connection with the online investor presentations and investor meetings (which may include meals and transportation) and

(c) all other expenses incurred by them or any of them in connection with their public offering and distribution of the Bonds.

10. Any notice or other communication to be given to the School District under this Purchase Contract may be given by delivering the same in writing to the Superintendent, with a copy to the CFO of the School District, delivered in each case to 440 N. Broad Street, 3rd Floor, Philadelphia, Pennsylvania, 19130, and any notice or other communications to be given to the Underwriters under this Purchase Contract (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing to RBC Capital Markets, LLC, 300 Four Falls Corporate Center, Suite 760, 300 Conshohocken State Road, West Conshohocken, PA 19428, Attention: Daniel O'Brien, Director.

11. No personal recourse shall be had for any claim based on this Purchase Contract against any member, officer, or employee, past, present or future, of the Board, the School District (including without limitation, the Disclosure Representative, as defined in the Continuing Disclosure Agreement), or of any successor body as such, either directly or through the Board, the School District or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

12. This Purchase Contract, when accepted by the School District in writing as heretofore specified, shall constitute the entire agreement between the parties and is made solely for the benefit of the School District and the Underwriters, including the successors or assigns of any Underwriter. No other person, including any purchaser of any Bond from the Underwriters, or otherwise, solely by reason of purchase thereof, shall acquire or have any right hereunder or by virtue hereof. All of the representations, warranties and agreements in this Purchase Contract of the School District and the Underwriters shall remain operative in full force and effect, regardless of delivery of any payment for the Bonds hereunder. In case any one or more provisions of this Purchase Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Purchase Contract, and this Purchase Contract shall be construed and enforced as if such invalid, illegal or unenforceable provisions had never been contained therein.

13. This Purchase Contract shall be governed by the laws of the Commonwealth of Pennsylvania.

14. This Purchase Contract may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

Very truly yours,

RBC CAPITAL MARKETS, LLC, as
Representative of the Underwriters

By: _____
Name: _____
Title: _____

Accepted: at [_____] [a.m./p.m.] Eastern Time this ____ day of October, 2023

THE SCHOOL DISTRICT OF
PHILADELPHIA

By: _____
Name: _____
Title: _____

EXHIBIT A

RBC Capital Markets, LLC
Siebert Williams Shank & Co., LLC
BofA Securities, Inc.
Goldman Sachs & Co. LLC
JP Morgan Securities LLC
Ramirez & Co., Inc.
Stifel Nicolaus & Company, Inc.

EXHIBIT B
MATURITIES, AMOUNTS, INTEREST RATES, PRICES AND YIELDS, AND
REDEMPTION PROVISIONS

The Series A Bonds shall bear interest until maturity, at the rates per annum, and mature in the amounts and on the dates as follows:

THE SCHOOL DISTRICT OF PHILADELPHIA \$292,855,000 General Obligation Bonds, Series A of 2023					
<u>Due</u> <u>(September 1)</u>	<u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>Yield to</u> <u>Maturity</u>
2024	\$5,945,000	5.000%	4.150%	100.649	
2025	6,250,000	5.000%	4.130%	101.481	
2026	6,570,000	5.000%	4.060%	102.451	
2027	6,905,000	5.000%	4.050%	103.302	
2028	7,260,000	5.000%	4.050%	104.094	
2029	7,630,000	5.000%	4.120%	104.487	
2030	8,025,000	5.000%	4.150%	104.979	
2031	8,435,000	5.000%	4.210%	105.195	
2032	8,865,000	5.000%	4.260%	105.372	
2033	9,320,000	5.000%	4.290%	105.621	
2034	9,800,000	5.000%	4.360%	105.050 C	4.406%
2035	10,300,000	5.000%	4.480%	104.078 C	4.549%
2036	10,845,000	5.250%	4.610%	104.990 C	4.725%
2037	11,430,000	5.250%	4.740%	103.950 C	4.853%
2038	12,045,000	5.250%	4.810%	103.396 C	4.923%
2039	12,695,000	5.250%	4.890%	102.767 C	4.994%
2040	13,380,000	5.250%	4.950%	102.298 C	5.045%
2041	14,100,000	5.250%	5.000%	101.909 C	5.085%
2042	14,860,000	5.250%	5.050%	101.522 C	5.122%
2043	15,660,000	5.250%	5.100%	101.136 C	5.157%
2048	92,535,000	5.500%	5.180%	102.424 C	5.322%

*Price/yield to the first optional redemption date of September 1, 2033, at par.

Optional Redemption. The Series A Bonds maturing on or after September 1, 2034, are subject to redemption at the option of the School District, from monies available therefor, on or after September 1, 2033, in whole at any time, and in part from time to time, and if in part by lot within a maturity and with respect to particular maturities or portions thereof as determined by the School District, at a redemption price equal to 100% of the principal amount of the Series A Bonds to be redeemed plus accrued and unpaid interest on the Series A Bonds to be redeemed to the date of redemption.

Mandatory Sinking Fund Redemption. The Series A Bonds maturing on September 1, 2048, are subject to mandatory redemption prior to maturity by the School District, in part, by lot, at a redemption price of the principal amount of Series A Bonds to be redeemed plus interest accrued to the date fixed for redemption, from funds which the School District covenants to

deposit in the Series A Mandatory Sinking Fund Account created in the Sinking Fund for the Series A Bonds established under the Resolution, annually, on or before September 1 of the years and in the principal amounts set forth below:

<u>Date</u> <u>(September 1)</u>	<u>Amount</u>
2044	\$16,530,000
2045	17,465,000
2046	18,450,000
2047	19,495,000
2048*	20,595,000

*Final Maturity

Series A Bonds maturities subject to the “hold-the-offering-price rule” :

2031 and 2032

The Series B Bonds shall bear interest until maturity, at the rates per annum, and mature in the amounts and on the dates as follows:

<p align="center">THE SCHOOL DISTRICT OF PHILADELPHIA \$49,800,000 General Obligation Bonds, Series B of 2023 (Green Bonds)</p>					
<u>Due</u> <u>(September 1)</u>	<u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>Yield to</u> <u>Maturity</u>
2024	\$1,015,000	5.000%	4.150%	100.649	
2025	1,070,000	5.000%	4.130%	101.481	
2026	1,120,000	5.000%	4.060%	102.451	
2027	1,180,000	5.000%	4.050%	103.302	
2028	1,240,000	5.000%	4.050%	104.094	
2029	1,305,000	5.000%	4.120%	104.487	
2030	1,370,000	5.000%	4.150%	104.979	
2031	1,440,000	5.000%	4.210%	105.195	
2032	1,515,000	5.000%	4.260%	105.372	
2033	1,595,000	5.000%	4.290%	105.621	
2034	1,675,000	5.000%	4.360%	105.050 C	4.406%
2035	1,760,000	5.000%	4.480%	104.078 C	4.549%
2036	1,855,000	5.250%	4.610%	104.990 C	4.725%
2037	1,955,000	5.250%	4.740%	103.950 C	4.853%
2038	2,060,000	5.250%	4.810%	103.396 C	4.923%
2039	2,170,000	5.250%	4.890%	102.767 C	4.994%
2040	2,285,000	5.250%	4.950%	102.298 C	5.045%
2041	2,410,000	5.250%	5.000%	101.909 C	5.085%
2042	2,540,000	5.250%	5.050%	101.522 C	5.122%
2043	2,675,000	5.000%	5.150%	98.144	
2048	15,565,000	5.000%	5.260%	96.413	

^c Price/yield to the first optional redemption date of September 1, 2033, at par.

Optional Redemption. The Series B Bonds maturing on or after September 1, 2034, are subject to redemption at the option of the School District, from monies available therefor, on or after September 1, 2033, in whole at any time, and in part from time to time, and if in part by lot within a maturity and with respect to particular maturities or portions thereof as determined by the School District, at a redemption price equal to 100% of the principal amount of the Series B Bonds to be redeemed plus accrued and unpaid interest on the Series B Bonds to be redeemed to the date of redemption.

Mandatory Sinking Fund Redemption. The Series B Bonds maturing on September 1, 2048, are subject to mandatory redemption prior to maturity by the School District, in part, by lot, at a redemption price of the principal amount of Series B Bonds to be redeemed plus interest accrued to the date fixed for redemption, from funds which the School District covenants to deposit in the Series B Mandatory Sinking Fund Account created in the Sinking Fund for the Series B Bonds established under the Resolution, annually, on or before September 1 of the years and in the principal amounts set forth below:

<u>Date</u> <u>(September 1)</u>	<u>Amount</u>
2044	\$2,810,000
2045	2,955,000
2046	3,105,000
2047	3,265,000
2048*	3,430,000

*Final Maturity

Series B Bonds maturities subject to the “hold-the-offering-price rule”:

2030-2035, inclusive, and 2043

EXHIBIT C

CERTIFICATE OF THE UNDERWRITERS

The School District of Philadelphia
440 North Broad Street
Philadelphia, PA 19130

Eckert Seamans Cherin & Mellott, LLC
50 South 16th Street, 16th Floor
Philadelphia, PA 19102

Ahmad Zaffarese LLC
One South Broad Street, Suite 1810
Philadelphia, PA 19107

**Re: The School District of Philadelphia
\$292,855,000 General Obligation Bonds, Series A of 2023
\$49,800,000 General Obligation Bonds, Series B of 2023 (Green Bonds)**

Ladies and Gentlemen:

This Certificate is furnished by RBC Capital Markets, LLC as Representative (the “Representative”) of the underwriters (collectively with the Representative, the “Underwriting Group”) in connection with the sale and issuance by The School District of Philadelphia (the “Issuer”) of \$292,855,000 General Obligation Bonds, Series A of 2023 (the “Series A Bonds”) and \$49,800,000 General Obligation Bonds, Series B of 2023 (Green Bonds) (the “Series B Bonds” and together with the Series A Bonds, the “Bonds”), issued on November 16, 2023.

The Bonds were sold by the Issuer to the Underwriting Group on the Sale Date pursuant to a Bond Purchase Contract dated October 19, 2023 between the Issuer and the Representative on behalf of itself and the other Underwriters.

The Representative hereby certifies and represents the following, based upon information available to us:

1. Sale of the Bonds. (a) On the Sale Date, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A. On the Sale Date, the Underwriters did not sell 10% of each of the Maturities set forth on Schedule B at the Initial Offering Prices for each respective Maturity (such Maturities being referred to as the “Hold-the-Offering Price Maturities”).

(b) As set forth in the Bond Purchase Contract, the Underwriting Group have agreed in writing that, (i) for each Maturity of the Hold-the-Offering Price Maturities, they would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price

that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply during the Holding Period, with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter has offered or sold any unsold Bonds of any Maturity of the Hold-the-Offering Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity during the Holding Period.

2. Defined Terms.

(a) “Holding Period” means, for each Hold-the-Offering Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date or (ii) the date on which the Underwriters have sold at least 10% of such Hold-the-Offering Maturity to the Public at prices that are no higher than the respective Initial Offering Price for such Hold-the-Offering Maturity.

(b) “Maturity” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this Certificate means any two or more persons who have more than 50 percent common ownership, directly or indirectly.

(d) “Sale Date” means the first day on which there is a binding contract in writing for the sale of the Bonds. The Sale Date of the Bonds is October 19, 2023.

(e) “Underwriter” means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

3. Bond Yield.

We have been asked by the Issuer to calculate the “yield” on the Bonds. For this purpose, Co-Bond Counsel has advised us that, the term “yield” refers to that discount rate that, when used in computing the present value as of the date hereof of all unconditionally payable payments of principal and interest, produces an amount equal to the present value, using the same discount rate, of the issue price of the Bonds as of the date hereof. Based upon the foregoing methodology, the yield of the Bonds is not less than 4.8921%.

4. Weighted Average Maturity.

We have calculated the “weighted average maturity” of the Bonds to be 15.349 years. Co-Bond Counsel has advised us that the weighted average maturity is the sum of the products of the issue price of each maturity of the Bonds and the number of years to maturity of the Bonds (determined separately for each maturity and by taking into account mandatory redemptions, if any), divided by the aggregate issue price of the Bonds as of the date hereof.

However, notwithstanding the foregoing, we remind you that we are not accountants or actuaries, nor are we engaged in the practice of law. Accordingly, while we believe the calculations described above to be correct, we do not warrant them to be so, nor do we warrant their validity for purposes of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”).

[Remainder of the Page Left Blank]

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Code, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Eckert Seamans Cherin & Mellott, LLC and Ahmad Zaffarese LLC, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the Underwriting Group.

**RBC CAPITAL MARKETS, LLC on behalf of
itself and as Representative of the Underwriters**

By: _____
Name:
Title:

Superintendent Remarks - •

Title: Superintendent Remarks Presentation

Board of Education Meeting Date: 10/19/2023

Office Originating Request: Board of Education

ATTACHMENTS:

Description

Superintendent Remarks Presentation

Type

Supporting Document



THE SCHOOL DISTRICT OF
PHILADELPHIA

Superintendent Opening Remarks

Tony B. Watlington, Sr., Ed. D.
Superintendent

October 19, 2023

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THE SCHOOL DISTRICT OF
PHILADELPHIA

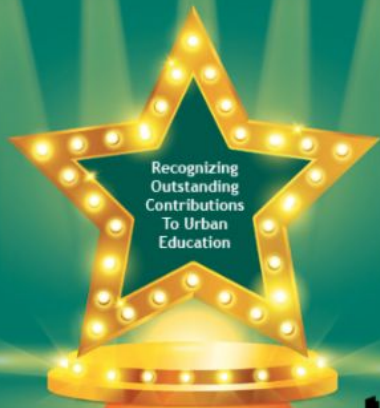
- District Recognition
- District Leadership Update
- SY 2022-23 Results
- Priority Areas
- Enrollment-Driven Resource (Leveling) Review
- School Selection Update
- Q&A



District Recognition

THE 34TH ANNUAL GREEN★GARNER

AWARD FINALISTS



Recognizing
Outstanding
Contributions
To Urban
Education

 **SCHOLASTIC**

Premier Partner



Council of the
Great City Schools



MARCIA ANDREWS
School Board Member

The School District of Palm Beach County



VALERIE DAVIS
School Board Member

Fresno Unified School District



WARREN JONES
School Board Member

Duval County Public Schools



MICHAEL O'NEILL
School Board Member
Boston Public Schools



JOYCE WILKERSON
School Board Member
The School District of Philadelphia

A woman with curly hair, wearing a patterned jacket and a lanyard, is smiling while sitting at a desk in a classroom. She is using a computer. In the background, other students are also working at computers. The room has flags on the wall and a wooden cabinet.

District Leadership Update

Dr. Nathalie Nérée, Chief of Special Education and Diverse Learners



- Worked as a special education teacher and a principal in Florida and Wisconsin.
- Served as the Director Of Special Education for Broward County Public Schools, which is the nation's sixth-largest school district.
- Achieved growth in the percentage of students with disabilities meeting their annual goals.
- Served as the Executive Director of Instructional Quality in Chicago Public Schools, which is the third-largest district in the country.
- Led the implementation of activities to resolve longstanding special education compliance issues.

Dr. Anh Nguyen, Assistant Superintendent, Opportunity and Innovation Networks

- Began her career in the School District of Philadelphia in 2002, and previously served as principal of Nebinger Elementary School from 2013 to 2017.
- Served as principal of Parkway Center City Middle College (PCCMC), the first middle college high school in the city.
- Achieved a 100% graduation rate and 99% of 2023 graduates earned an Associate's degree while in high school.
- Under her leadership, PCCMC showed the highest rate of growth for Algebra 1.



Laureal Robinson, Assistant Superintendent, Learning Network 3

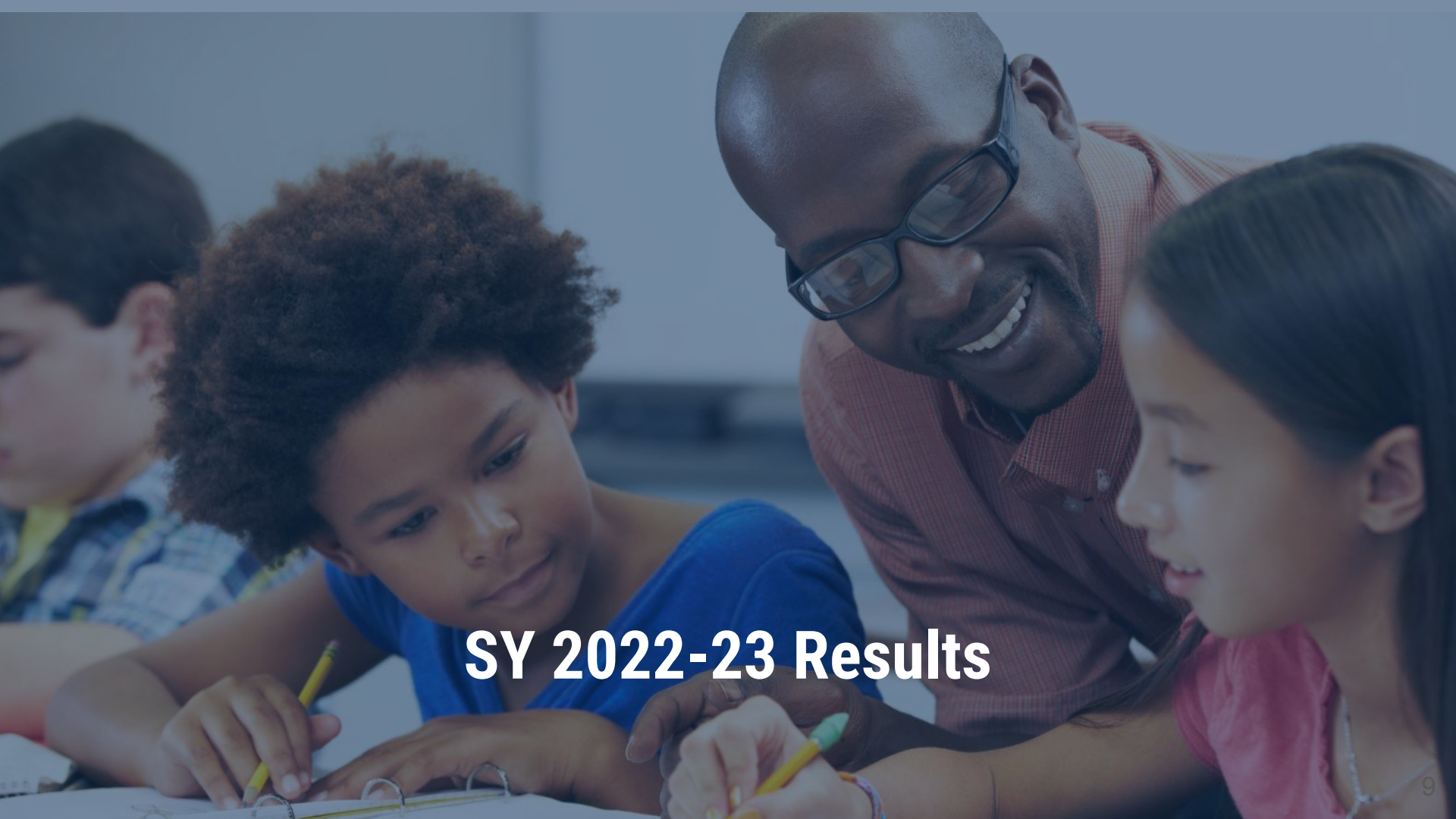


- Served served as principal of Spring Garden School.
- Under her leadership, Spring Garden has been a District leader in Pennsylvania Value-Added Assessment (PVAAS) Scores, which demonstrate the impact of teachers, schools, and districts on the learning of their students in specific courses, grades, and subjects.
- Increased Spring Garden's 3rd-8th grade math PSSA scores by 4.5 percentage points over the 2021-2022 school year.

Dr. Kahlila Johnson, Deputy Chief of Talent Management

- Served as Principal of Overbrook High School (OHS).
- Under her leadership, the OHS graduation rate rose every year, from 46.7% in 2019 to 71.7% in 2023, while the dropout number decreased by half, and attendance for teachers and students rose by 3% and 8% respectively.
- Served as Chief of Academics and Student Services for Pennsylvania Virtual Charter School, Executive Director for Philadelphia Opportunities Industrialization Center, and the School District of Philadelphia's Deputy Chief for High Schools.





SY 2022-23 Results

SY 2022-23 *Preliminary* Performance Highlights*

PSSA Assessments (Grades 3-8)	Proficiency Results	Below Basic Results
Grade 3 Reading	+3.2 percentage points	-8 percentage points
Grade 3 - 8 Reading	-0.3 percentage points	-2.8 percentage points
Grade 3 Math	+5.2 percentage points	-6.8 percentage points
Grade 3 - 8 Math	+3.6 percentage points	-4.4 percentage points
Grade 4 and 8 Science	+3.4 percentage points	-2.6 percentage points
Keystones^ Exams (Grades 9-12)	Proficiency Results	Below Basic Results
Literature	+6.2 percentage points	-7.3 percentage points
Algebra 1	-6.6 percentage points	+8.3 percentage points
Biology	-3.6 percentage points	-5.1 percentage points
NOCTI Pass Rates	Competent or Advanced Results	N/A
NOCTI	+6.4 percentage points	N/A

*Pending state verification; ^Keystone results compare 2022-23 to 2018-19; all other comparisons are 2021-22 to 2022-23.

Assessment Summary



- **District Performance:**
 - Increased in 13 out of 17 areas
 - Remained flat in 1 out of 17 areas
 - Declined in 3 out of 17 areas

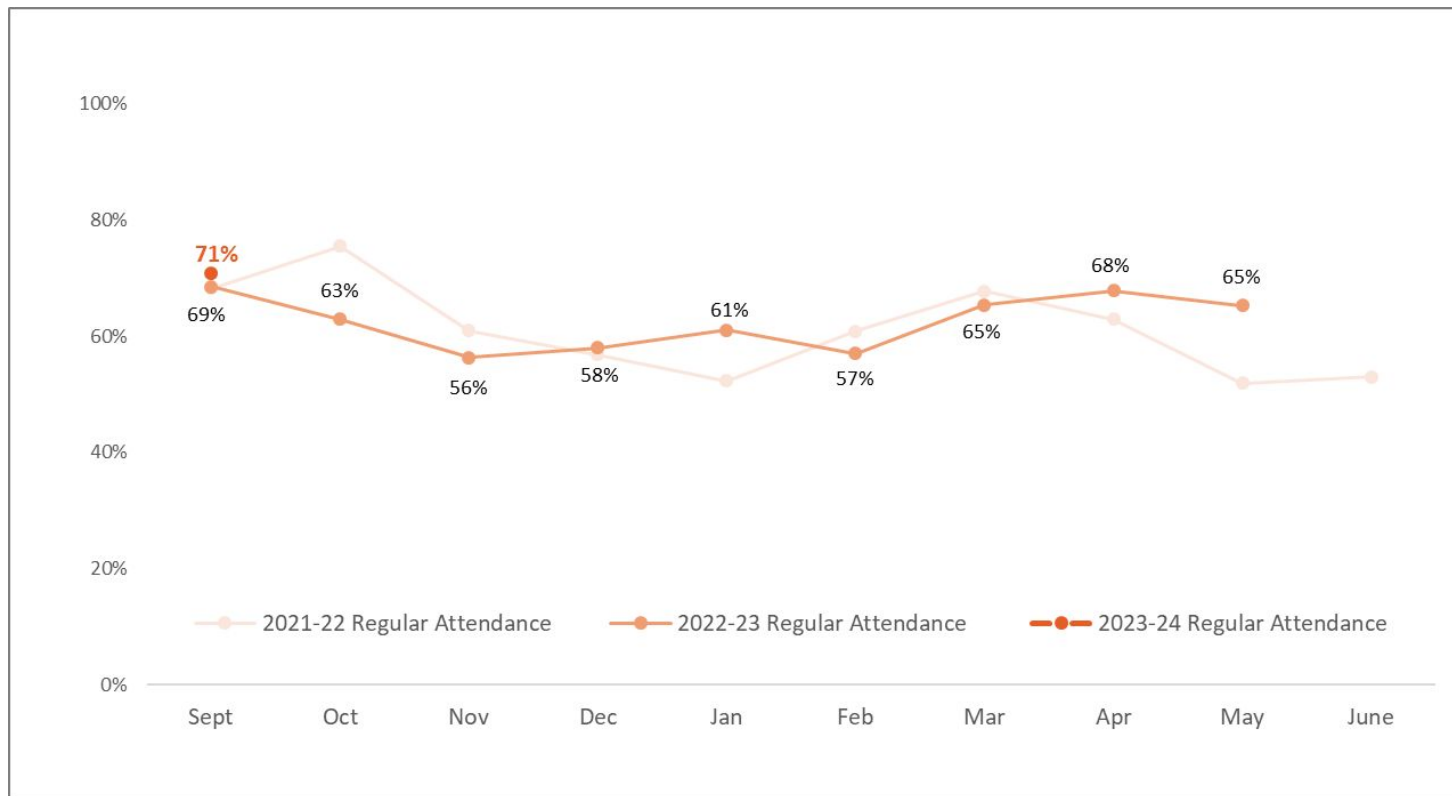
Ongoing Priorities

- Increase School Safety
- Increase Student Attendance
- Increase Teacher Attendance
- Decrease Dropouts



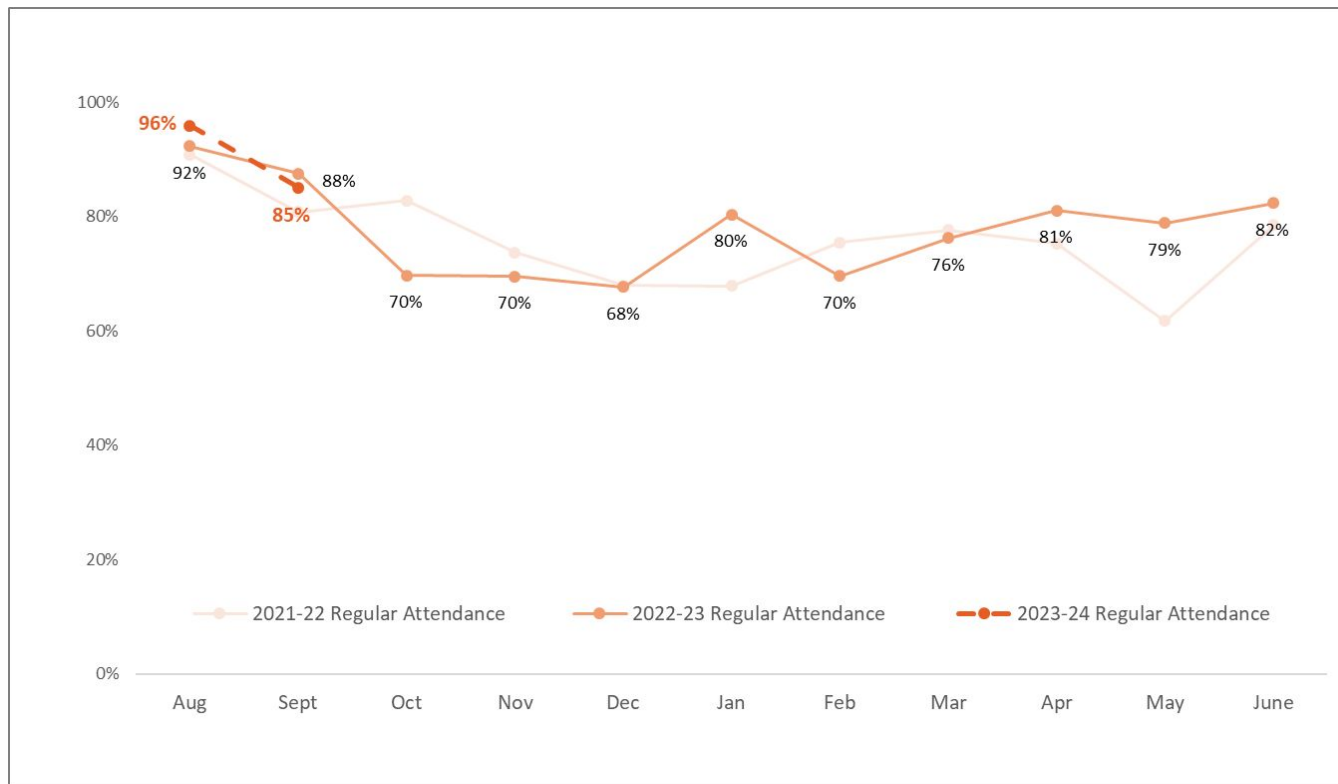
District-Wide

Student Attendance Within Month: Three Year Trend Data



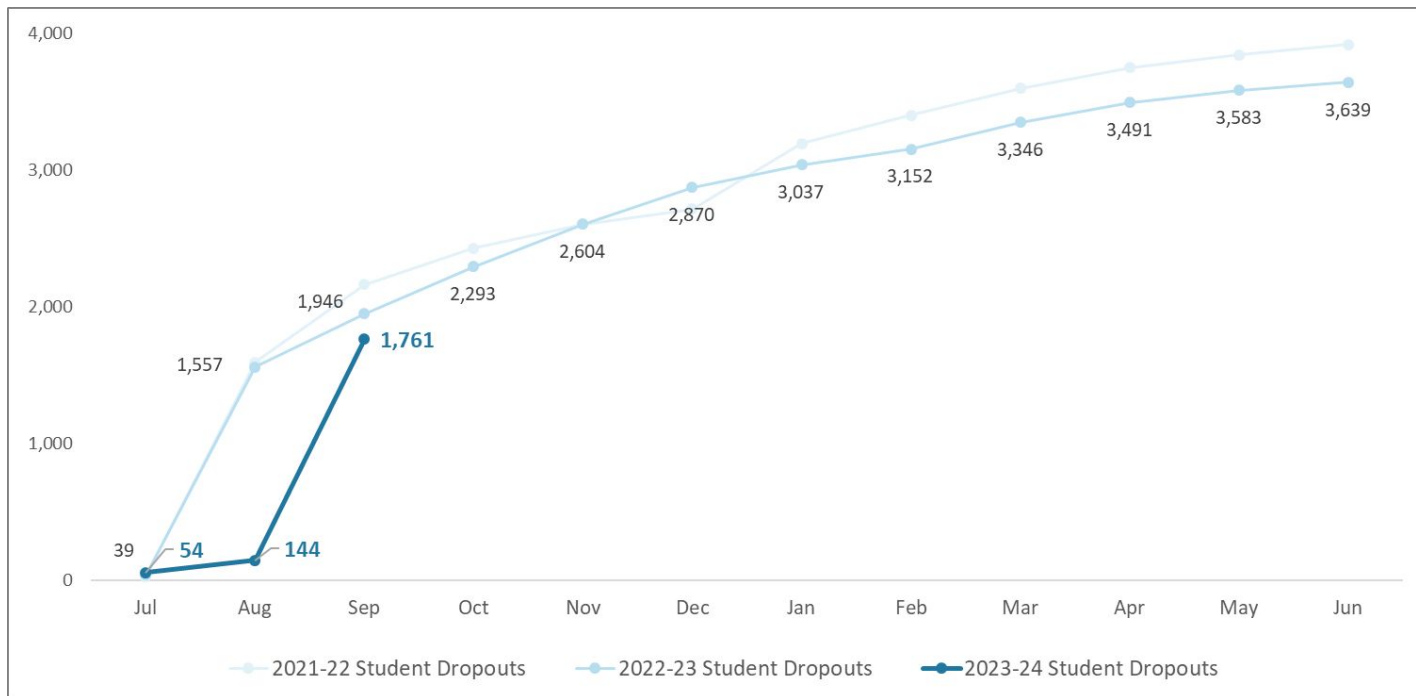
District-Wide

Teacher Attendance Within Month: Three Year Trend Data



District-Wide

Dropouts Cumulative: Grades 7-12, Three Year Trend Data



The cumulative by month dropout number includes students in grades 7-12, consistent with the Pennsylvania Department of Education (PDE) “event” dropout rates reported annually. Unlike the annual PDE rate, SDP uses actual enrollment within month, as opposed to the October 1 snapshot enrollment at the end of the year. Students are attributed to the last location they were enrolled. These calculations include students in District, alternative and non-public placements. Students counted as dropouts are tracked on a rolling bases, so monthly totals may change throughout the year.

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2:30-3:09-Intervention

How Are You Feeling?

How Are You

Enrollment-Driven Resource (Leveling) Review

What is the Enrollment-Driven Resource Review (Leveling)?



- Schools are funded by the following ratios:
 - 1 teacher to 30 students in grades K-3
 - 1 teacher to 33 students in grades 4 -12
 - 1 teacher to 24 students in Career and Technical Education (CTE)
- Unfortunately, students don't arrive at the beginning of the school year in perfect ratio numbers. Therefore, the District reassigns teachers from under-enrolled schools to over-enrolled schools. *(Except during the pandemic)*
- Per the PFT contract, *"...the leveling of classes must begin no later than ten (10) student days after the first student day of the school year and shall be completed by the Monday following the twenty-first (21) student day."*
- 59 schools lost a teacher(s)/ position and 50 schools gained a teacher(s)/ position.

What Are We Going to Do About It?



- Conduct a comprehensive review of the leveling process
- Report findings and superintendent recommendations to the Board of Education
- Provide update to the School District Community, including families, staff, unions, elected officials, business and community leaders by Spring 2024



School Selection Update



School Selection Process for SY 23 -24

- Opened the 2024-25 School Selection Process on September 15th
- Offering 10 School Selection Training and Assistance Labs across the City
- Hosting at least 1 open house for students and families at all of the criteria-based high schools
- Participated in the 2023 K-12 Philly School Fair at the Pennsylvania Convention Center on Friday, October 13th and Saturday, October 14th
- The school Selection Process will close on October 27, 2023 at 11:59pm.

For more information on school selection, please visit:
schoolselect.philasd.org



THE SCHOOL DISTRICT OF PHILADELPHIA

Thank you and Questions

Action Item Questions and Responses - •

Title: Action Item Questions and Answers

Board of Education Meeting Date: 10/19/2023

Office Originating Request: Board of Education

ATTACHMENTS:

Description

Action Item Questions and Answers

Type

Supporting Document



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General Questions

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Action Item Questions	Submitted by:	Response
<p>6) Contract with Benefits Consultant: Marsh & McLennan Agency (\$750,000)</p> <p>1. How does the total cost of this contract compare to our overall benefits cost?</p>	<p>Board Member Lam</p>	<p>1. The \$750,000 contract cost for a Benefits Consultant covers a three-year period with a maximum of \$250,000 per year. The fiscal year 2024 gross cost for self-insured Medical, Prescription Drug and IBNR (incurred but not reported) charges is currently estimated to be \$201.8 million. The Total Annual employee and COBRA contribution is currently projected to offset District costs by \$24.3 million for a projected annual net cost to the District of \$177.6 million. Based on these figures, the \$250,000 contract cost represents 0.12% of projected annual gross costs and 0.14% of projected annual net district costs respectively.</p>



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<p>7). Amendment of Contract with ABM Industry Groups, LLC - 440 Building Management (\$500,000) - Updated 10.4.2023</p> <p>1. What's the MBE/WBE participation on this item?</p>	<p>Board Member Wilkerson</p>	<p>1. Currently, the M/WBE percentage for the property management contract is 30%. ABM uses multiple subcontractors that are M/WBE certified to support building maintenance and improvements at 440. The largest M/WBE subcontractor is ECSI for HVAC/Mechanical and Electrical. Other vendors provide pest control, grounds upkeep, and office modification services. Additional cleaning support from TUCS and TeamClean is also provided when needed. TUCS and TeamClean are also utilized in our High School Contract. The Office of Minority and Small Business Development (OMSBD) will review and verify M/WBE compliance in this contract by verifying monthly or quarterly spend reports for verification and potential auditing. Then, OMSBD monitors monthly and quarterly spend through our contract compliance checks. The OMSBD will then report to internal and external stakeholders.</p>
<p>12). Change Orders at Various Locations (\$946,261)</p> <p>1. Have the change orders on a given project ever caused the total project</p>	<p>Board Member Lam</p>	<p>1. Yes, there have been projects where this has occurred and the project cost submitted by the next highest bidder is exceeded. Often this occurs when the second lowest bidder is close to the</p>



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cost to go above the next highest bidder from the original bid process? How often has this happened?		winning bid. However, unforeseen conditions on projects are difficult to predict and can always result in change orders which increase contract values.
<p>14). Memorandum of Understanding with Access Matters (\$1,200,000)</p> <p>1. How are the centers working to keep parents and guardians informed on services and resources being provided to minors?</p>	Board Member Lam	<p>1. All School District of Philadelphia Health Resource Centers (HRC) are managed by an AccessMatters Title X Network Partner. The Network Partners engage and communicate programming information to students and parents based on Title X requirements for parent engagement, including attending back to school nights information sessions and distributing brochures about the HRC to parents. In addition, information about HRCs, school locations and services are communicated to parents/caregivers through the SDP Student Health Services website.</p>
<p>16). Contract with Follett School Solutions, LLC - Destiny Library Manager (\$50,000)</p> <p>1. How many schools are getting this service? 2. How many schools have libraries? 3. Who will be using this system?</p>	Board Member Egea-Hinton Board Member Salley	<p>1. Currently, 55 schools have subscriptions. 2. 178 schools responded to a library survey and of that number, 119 indicated that they have a designated space for providing library-related activities for students including access to books.</p>



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<ol style="list-style-type: none"> 4. Is there an up to amount for schools to contract or centrally contracting? 5. Request for description to be updated to include information on how many schools and exactly who will be using this system 		<ol style="list-style-type: none"> 3. Any school that is interested in purchasing or renewing a subscription will be able to do so. 4. Schools can purchase individual school-based subscriptions. The total amount for subscriptions across schools can not exceed \$50,000 through June 30, 2024. 5. This action item is not for specific schools. Rather, it is an umbrella action item that enables schools to purchase a school-based subscription should they want it. Creating a single action item in this manner eliminates the need for schools to create many separate limited contracts with the same vendor.
<p>17). Contract with Public Health Management Corporation, Research & Evaluation Group - Data Analysis and Evaluation Support (\$40,000)</p> <ol style="list-style-type: none"> 1. What is PHMC's specific role vs. the District? 2. What data systems are we using? 3. Are they accessing student level data? 	<p>Board Member Lam</p>	<ol style="list-style-type: none"> 1. PHMC serves in a supporting role to the Office of Research and Evaluation and the Director of Nutrition Education within OCI who provide oversight for all assigned projects. PHMC will provide some data analysis and generation of data reports and organization of results. This is specific to the Nutrition Education team's federal grant work for SNAP-Ed (Supplemental Nutrition Assistance Program Education). Projects



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		<p>include data analysis and presentation of a School Health Needs Assessment (based on CDC's School Health Index) which provides information on supports and resources schools need to best implement the District School Wellness Policy as how the team can best allocate SNAP-Ed grant resources. PHMC would also help conduct a small nutrition education evaluation in a small group of K-2 classrooms to ensure nutrition education is supplementing health education, supporting students with healthy eating behaviors, and providing a needed support and resource to teachers and school staff.</p> <p>2. They will only be using grant-specific data collected for SNAP-Ed federal reporting which includes number of schools/students reached, nutrition education and healthy school supports provided, as well as some publically available school meal data or open data from the Philly School Experience survey that speaks to nutrition and physical activity behaviors that are self-reported by students.</p>
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		<ol style="list-style-type: none"> No student level data will be accessible to PHMC except from the small nutrition education pre/post survey administered to K-2 students participating in classroom nutrition lessons as part of the grant funded nutrition education program. Questions will assess nutrition knowledge and healthy eating behaviors of students.
<p>18). License Agreement and MOU with Share Food Program - Supplemental Food Distributions for Families and Associated Farm-Focused / Healthy Eating Learning Opportunities</p> <ol style="list-style-type: none"> What are we doing with the food waste? Is this in addition to SDP meals? Does this fill a gap for meals that we have with sdp meals? What is the quality of meals? 	<p>Board Member Egea-Hinton</p> <p>Vice President Fix-Lopez</p>	<ol style="list-style-type: none"> There is no food waste. The Share Food Program brings the produce items to the school and distributions happen on the sidewalk in front of the school. Family members pick up either a box or select items they would like. On the <u>very</u> rare occasion when there are leftover items, the Share Food Program takes it back and redistributes it at another location. The produce distributions are for parents/caregivers for family meals and weekend meals at home. So yes, it is in addition to school meals, but not connected to school meals. There is not a gap with school meals since all schools receive them. However, you could say this produce supports weekend meals when schools are closed. We know from Philly School Experience survey data that a large proportion of our families



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		<p>experience food insecurity. See this most recent report (the 2022-23 report will be available soon). We match these produce distributions with schools that are experiencing the highest levels of food insecurity.</p> <p>4. It is not meals, but loose, fresh produce, sourced locally and culturally relevant when possible. Our Nutrition Education staff are present during distributions with healthy eating messaging, recipes, and small samples of those recipes to inspire family meals with more fruits and vegetables. Our team also encourages and supports school staff with using these distributions as a way to engage families.</p>
<p>19) Occupational Advisory Committee Members for the 2023-24 School Year - Career and Technical Education Programs</p> <ol style="list-style-type: none"> 1. What level of support (administratively) does the District provide to make sure that the advisory committee is carrying out its intended function? 2. What is the expectation of the group? Are they meeting expectations? 	<p>Board Member Egea-Hinton</p> <p>Vice President Fix-Lopez</p> <p>Board Member Lam</p>	<p>1. In preparation for OAC meetings, CTE staff supports the teachers and school leaders in recruitment of members, scheduling, and facilitation. During the OAC meeting, the teacher's role is to lead the discussion, provide relevant information and suggest matters on which recommendations are sought. The school leader's role is to be actively engaged in the OAC meetings, and respond to the recommendations made by the OAC.</p>



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<p>3. Are there standardized benchmarks in terms of what they should be accomplishing?</p>		<p>The Office of CTE provides support in the following ways:</p> <ul style="list-style-type: none"> • Career Awareness Specialists support the teacher and school leaders with the planning, scheduling and distribution of OAC-related materials, developed by the Office of CTE, which include the following: <ul style="list-style-type: none"> ○ OAC Minutes Template ○ Meeting Agenda Templates (Fall & Spring) ○ OAC Letter of Support Guidelines/Template ○ Facilities and Equipment/Materials Safety Checklist ○ Curriculum, Instruction and Support Services Checklist ○ Equipment Recommendation Letter Template ○ Guidelines and Suggested Activities (for OAC Members) ○ OAC Meeting Guidelines (for Staff and Teachers)
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		<ul style="list-style-type: none"><ul style="list-style-type: none">○ New Member Invitation Template● Staff also provide consistent and daily professional and administrative support to reduce the workload of the teachers and school leaders <p>2. A minimum of two (2) OAC meetings per school year are required to take place for each CTE program. At least one of them is to be held at the school to allow committee members to review the program's classroom and lab area to confirm it meets industry standards. The first meeting of the school year must take place in the fall by December and spring by May of each year.</p> <p>The expectation of the OAC is to discuss and provide feedback on the following:</p> <ul style="list-style-type: none">● Providing recommendations to update, modify, expand, and improve the quality of the CTE program.● Supporting and strengthening the relationship between business, industry, the community and education.
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		<ul style="list-style-type: none">• Making recommendations to strengthen and expand the CTE program curriculum and provide assistance in implementing these recommendations• Articulating long-term goals and objectives of the CTE program to parents, employers and the community• Assisting in identifying needs, determining priorities and reviewing and evaluating curriculum <p>All programs have an OAC and a majority of CTE programs held a minimum of two meetings in 2022-23. There are, however, programs that have held only one OAC meeting last school year, due to a number of factors, including teacher vacancies/long-term absences, cancellations, scheduling conflicts, and competing priorities.</p> <p>To address this issue of inconsistent meetings, the Office of CTE has updated its monitoring and tracking system for OACs (updated database). The updated database is monitored monthly to ensure compliance and consistency. Schools are</p>
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The School District of Philadelphia

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		<p>now required to submit OAC minutes to the Office of CTE as verification that meetings are being held. The Office of CTE has also shifted staff responsibilities in order to better monitor OAC development and meetings. Lastly, PDE now requires OAC minutes to be submitted every year to maintain CTE program approval.</p> <p>3. The Office of CTE adheres to and communicates state requirements, in addition to locally-developed requirements, including:</p> <ul style="list-style-type: none">• A minimum of two (2) OAC meetings/year for each CTE program (at least one meeting must be held at the school)• A minimum of five (5) industry members for each OAC• OAC meeting minutes, outlining recommendations• Equipment purchase approvals• Two (2) letters of support from OAC (PDE requires these letters as evidence that the CTE program is supported by local employers from the respective industry)
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		<ul style="list-style-type: none"> • Facilities and Equipment/Materials Safety Checklist (completed annually) • Curriculum, Instruction and Support Services Checklist (completed annually) • Staff and leaders are responsible for OAC
<p>20). Capital Award for the Provision of Electrical Services by Lex Electric Company, Inc. at the Fanny Jackson Coppin School (\$3,526,336) - Added 10.3.2023</p> <ol style="list-style-type: none"> 1. What is the end date for this item? 2. What authorization are we giving? Is the request to authorize a hiring or to allow the contractor to hire? 3. How do we determine the priority order of upgrades such as this? 4. Is Lex Electric a new contractor or a legacy contractor? 	<p>Board Member Egea-Hinton Vice President Fix-Lopez</p>	<ol style="list-style-type: none"> 1. The current contract end date is June 30, 2027. The construction end date is 24 months from the notice to proceed. 2. Capital Programs is requesting authorization to commence the work on the electrical upgrade. This will authorize the hiring of Lex Electric to commence work. 3. Capital Programs uses the 2017 Facility Condition Assessment (FCA) and updates, along with the DEI equity screener to determine and prioritize targeted investments in facilities for electrical upgrades. 4. Lex Electric is a legacy contractor that has supported District projects for over 20 years.



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<p>21). Contract with NCS, Pearson Inc. for Universal Gifted Screener (\$320,000) - Added 10.3.2023</p> <ol style="list-style-type: none"> 1. What's the process by which students are recommended for screening? 2. Is this in follow up to getting rid of our last screener because it wasn't culturally appropriate? If so, how will the District ensure that our process and screener is culturally responsive and equitable for students and families? 3. Has there been evidence of disproportionality in these recommendations? 4. Is this screener different from an educational psych evaluation? 5. How will families be made aware of this tool? 6. Will parents be informed or will it be based upon teacher recommendations? 7. MWBE participation efforts - what does best efforts mean? 	<p>Board Member Egea-Hinton</p> <p>Vice President Fix-Lopez</p> <p>Board Member Lam</p> <p>Board Member Wilkerson</p>	<ol style="list-style-type: none"> 1. Since the Naglieri Nonverbal Ability Test - Third Edition (NNAT-3) is a universal screener, students are not recommended for screening with the NNAT-3. As a universal screener, all second grade students have the opportunity to participate in the screening. 8000 second grade students were screened with the NNAT-3 in 2022-2023, which represented over 92% of all second graders. <p>The NNAT-3 score is a single data point that can be incorporated into the more comprehensive, pre-referral data screening process conducted by the school team to determine whether a student should be referred for further evaluation by a school psychologist.</p> <p>Parents and school team members can refer a student for a gifted evaluation at any time. Prior to the evaluation, the school team is required to conduct a comprehensive pre-referral data screening. This data screening may or may not include NNAT-3 results. A student who has not taken the NNAT-3 can still be referred for a pre-referral screening and gifted evaluation.</p>
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		<p>2. No. We are looking to continue using the same gifted screener as in recent past years. The previous contract expired, and we are looking to enter a new contract to continue using the same screener, the NNAT-3 (Naglieri Nonverbal Ability Test - Third Edition).</p> <p>The NNAT-3 is a non-verbal test that utilizes shapes and figures to evaluate the problem-solving and reasoning abilities of a child without relying on their language skills. In other words, the NNAT-3 assesses how a student thinks instead of what a student knows. The NNAT-3 is considered to be the gold standard for unbiased scoring regardless of each student's primary language, socioeconomic status, educational history or color/ vision impairment. This is because the NNAT-3 test utilizes minimal language and written directions to avoid relying on a child's reading, writing or language skills. Additionally, only two colors (blue and yellow) are shown.</p> <p>3. Historically, there has been evidence of disproportionality in referrals for gifted</p>
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		<p>evaluations, both nationwide and in this school district. Research has shown that there are racial, ethnic, and socioeconomic referral gaps (Please see Grissom, Redding, and Bleiberg- Money over Merit? Socioeconomic Gaps in Receipt of Gifted Services, Harvard Educational Review). With a universal screener such as the NNAT-3, students who are from backgrounds that are traditionally underrepresented in gifted programs and who traditionally have not been referred for gifted screenings have the opportunity to be screened and potentially referred for further gifted evaluation by a school psychologist.</p> <p>4. The NNAT-3 is administered online as a universal screener in a group. A psychoeducational assessment is administered individually with a single child and a school psychologist. More than one assessment may be administered by a school psychologist during an assessment session. The NNAT-3 score is a single data point that can be incorporated into the more comprehensive, pre-referral data screening process conducted by the school team to determine whether a student</p>
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The School District of Philadelphia

Board of Education Action Item Questions and Responses October 19, 2023

		<p>should be referred for further evaluation by a school psychologist. After the data screening, if a student is referred for a gifted evaluation by a school psychologist, the school psychologist will complete a comprehensive evaluation which includes administering in-depth cognitive/intellectual and academic assessments, reviewing records, making observations, reviewing family and teacher input, and making recommendations.</p> <p>5. Information about the NNAT-3 will be included on the Assessment Office and Gifted and Talented Office pages of the District website. Schools will also receive information about the Naglieri that they can share with families. Once approved for continued use, the NNAT-3 will also be included on the publicly accessible 2023-2024 District Assessment Calendar.</p> <p>6. As with other universal screeners administered to all students in the district, parents are not required to be informed prior to the administration of the NNAT-3. Some administrators may decide to inform parents when the assessment is administered, but this is not required. Parent consent is required prior to</p>
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		<p>conducting a gifted evaluation with a school psychologist.</p> <p>7. The ranges of participation established by the School District represent meaningful and substantial participation for this work, based upon the availability of bona fide MWBE firms in the Philadelphia Metropolitan Statistical Area. For an RFP with a range of Best Efforts, a specific percentage range is not assigned for MWBE participation, the goal is for any prospective vendors to make an effort to communicate with and engage with subcontractors with Diversity Business Certifications. As listed in Appendix E on Form III. of the Minority/Women-Owned Business Enterprise (M/WBE) Participation Plan in the RFP document,</p> <p>"The School District's Office of Procurement Services reviews the Prime Contractor's commitments to determine whether the Prime Contractor has made Best and Good Faith Efforts. If the Prime Contractor does not include a sufficient commitment to diverse enterprises in this Bid or RFP proposal, the Prime Contractor shall</p>
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The School District of Philadelphia

Board of Education Action Item Questions and Responses October 19, 2023

		provide the reasons, and include supporting documentation as evidence."
<p>22) Resolution of the Board of Education of the School District of Philadelphia. Authorizing the Issuance and Sale of Tax and Revenue Anticipation Notes of the School District in Fiscal Year 2024 - Added 10.3.2023</p> <ol style="list-style-type: none"> 1. Is there any ability to advocate to change city/state payments so we don't have to do TRAN? 2. What advocacy have we done on this previously? 	Board Member Lam	<p>1. This is a timely question given high current interest rates. For context, the District has issued Tax and Revenue Anticipation Notes (TRANS) in 36 of the last 38 years. The primary ways to address the cash flow timing issue, that necessitates TRANS, would be to amend:</p> <ul style="list-style-type: none"> ○ the timing of state receipts; ○ the timing of city receipts; or ○ the timing of District expenditures. <p>At the State level, funding follows a consistent timeline. The two largest state revenues (Basic Education Funding and Special Education Funding) are received in alternating months. There is little reason to change the State funding patterns.</p> <p>The largest City revenue source is for Real Estate Taxes. These taxes are currently due March 31 of each year. This means that funding comes in late in the school and fiscal year. Some other Pennsylvania Districts (which tax directly) have their</p>



The School District of Philadelphia

Board of Education Action Item Questions and Responses October 19, 2023

		<p>taxes due in the fall. Moving the tax due dates by approximately six months would be difficult to implement. It would require taxpayers to pay twice within a fiscal year or alternatively it would not require payments for approximately six months. The Real Estate taxes are also a shared revenue source for the City and School District and changes would impact the City's cash flow timing as well.</p> <p>District expenditure timing is driven by two key areas: charter school payments (issued monthly) and employee compensation. Significant timing changes to these areas would be very difficult to change.</p> <p>2. There have been some earlier discussions on this concept. One such effort led to advancing the dates of the quarterly city grant payments. This has successfully reduced the amounts that the District has been required to borrow through TRANS.</p>
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The School District of Philadelphia

Board of Education Action Item Questions and Responses October 19, 2023

<p>23) Authorizing The Issuance of General Obligation Bonds, Series A of 2023 - Added 10.3.2023</p> <p>1. How much is the borrowing?</p>	<p>Board Member Wilkerson</p>	<p>1. In this item, the borrowing amount is \$350 million for the General Obligation Bonds including approximately \$50 million of Green Bonds. This is in addition to \$400 million of cash flow borrowing through TRANS in Action Item 22.</p>
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The School District of Philadelphia

Board of Education Action Item Questions and Responses October 19, 2023

General Questions	Submitted by:	Response
<ol style="list-style-type: none">1. What can be done besides adding students to a class to prevent leveling from occurring in our schools?2. How can we support our teachers if we overwhelm them with too many students in one class?3. How can we provide the best education to our children if we have so many students in one class?4. Why can't each school make a decision to keep the class sizes smaller than the policy?	Alexandria Walker, Community Member	<ol style="list-style-type: none">1. Please refer to the following communication which was sent to all families and staff on 10/9/23 which provides an update and addresses questions about the Enrollment-Driven Resource Review Process (a.k.a. Leveling).

001. NAME AND CLASSIFICATION	Supporting Document
003.1 GOALS AND GUARDRAILS	Supporting Document
003.1 Board Operating Guidelines	Supporting Document
003.2 Board Operating Guidelines	Supporting Document
003.3 Board Operating Guidelines	Supporting Document
004 Board Operating Guidelines	Supporting Document
004.1 Board Operating Guidelines	Supporting Document
004.2 PARENT AND COMMUNITY ADVISORY COUNCIL (PCAC)	Supporting Document
004.2 Board Operating Guidelines	Supporting Document
006 MEETINGS	Supporting Document

006 Board Operating Guidelines	Supporting Document
006.1 ATTENDANCE AT PUBLIC MEETINGS VIA ELECTRONIC COMMUNICATIONS	Supporting Document
006.1 Board Operating Guidelines	Supporting Document
007 PUBLIC ENGAGEMENT	Supporting Document
007 Board Operating Guidelines	Supporting Document
008 ETHICS POLICY	Supporting Document
008 Board Operating Guidelines	Supporting Document
005 ORGANIZATION - Updated 10.13.2023	Supporting Document
009PRINCIPLES OF GOVERNANCE AND LEADERSHIP	Supporting Document
1100 OFFICE OF AUDITING SERVICES	Supporting Document
1100 Administrative Procedures	Supporting Document
1200 OFFICE OF INSPECTOR GENERAL	Supporting Document
1200 Administrative Procedures	Supporting Document
002. AUTHORITY AND POWER - Updated 10.18.2023	Supporting Document
Policy Crosswalk	Supporting Document
004.1 NON-VOTING STUDENT REPRESENTATIVES - Updated 10.18.2023	Supporting Document
004. MEMBERSHIP - Updated 10.18.2023	Supporting Document
003.3 EMPLOYMENT OF SUPERINTENDENT - Updated 10.18.2023	Supporting Document
003.2 POLICY SETTING - Updated 10.18.2023	Supporting Document

THE SCHOOL DISTRICT OF PHILADELPHIA

No. 001

SECTION: Board Bylaws

TITLE: Name and Classification

ADOPTED: August 16, 2018

REVISED:

001- NAME AND CLASSIFICATION

Purpose

Name

The governing body of The School District of Philadelphia (**“District”**) shall be known officially as the Board of Public Education, hereinafter, sometimes referred to as **the** “~~The~~Board.” [1][2][3]

~~Members of the Board may sometimes be referred to as “Board Member” or “Officers of the Board of Public Education.”~~

Authority

Composition

The ~~School District of Philadelphia~~ is comprised of all lands that lie within the municipal boundaries of the City of Philadelphia and Philadelphia County.

Purpose

The ~~School District of Philadelphia~~ is organized for the purpose of providing a program of public education to serve the needs of the students of the Commonwealth. The Board is the governing body responsible for overseeing all major policy and budgetary decisions; for the ~~School District of Philadelphia~~. [1][2][3][4][5][6][7][8][9]

Intermediate Unit

The ~~School District of Philadelphia~~ is assigned to Philadelphia Intermediate Unit No. 26. [10][11] [2]

Classification

The ~~School District of Philadelphia~~ is classified as a school district of the first class. [12]

Address

The official address of the Board of Education of the ~~School District of Philadelphia~~ shall be 440 North Broad Street, Suite 101, Philadelphia, PA 19130.

Legal References:

1. [Home Rule Charter](#) – §12-100
2. [Home Rule Charter](#) - §12-200
3. [Pennsylvania Constitution](#) – PA Const. Art. III Sec. 14
4. [24 P.S. § 5-501](#)

5. [24 P.S. § 5-502](#)
6. [24 P.S. § 5-503](#)
7. [Home Rule Charter](#) - §12-209
8. [Home Rule Charter](#) - §12-300
9. [Home Rule Charter](#) - §12-303
10. [24 P.S. § 9-901-A](#)
11. [24 P.S. § 9-902-A](#)
12. [24 P.S. § 2-202](#)

Legal References:

1. [Pennsylvania Constitution](#) — PA Const. Art. III Sec. 14
2. [Public School Code](#) — 24 P.S. Sec. 201, 202, 501, 502, 503, 901-A, 902-A
3. [Home Rule Charter](#) — Sec. 12-100, 12-200

THE SCHOOL DISTRICT OF PHILADELPHIA

No. 0083.1

SECTION: Board Bylaws

TITLE: Goals and Guardrails

ADOPTED: June 29, 2023

REVISED:

0083.1 GOALS AND GUARDRAILS

Purpose

The Board of Education's ("Board") vision guides the work of The School District of Philadelphia's ("District") administration and staff and focuses priorities on student achievement, educational equity, and safe learning environments. The purpose of this policy is to define Goals and Guardrails as the Board's governance model for the District to institutionalize. This governance model shall be student outcomes focused, putting students first and aligning decision-making to support current and future student achievement and to hold the District accountable for achieving this.

Definitions

For purposes of this policy, terms are defined as follows:

Goals and Guardrails: A strategic governance framework that is focused on student outcomes through a strategic vision to be reviewed at least every five (5) years.

Goals: The targets used to monitor student learning and measure the District's progress towards accomplishing discrete benchmarks of academic achievement and college and career readiness.

Guardrails: The nonnegotiable conditions that must exist in schools to support achieving the Goals.

Authority

The Public School Code and Philadelphia Home Rule Charter permit the Board to adopt and enforce reasonable rules and regulations as it may deem necessary and proper for its governance as well as the management of the affairs of the District and its operations. [1][2][3]

It is the Board's responsibility to set the vision and direction for the District. To do this, the Board is committed to governing with a clear focus on student outcomes; establishing clear and specific goals for the District; dedicating significant time to monitoring progress toward the achievement of goals; and to review its five-year Goals and Guardrails targets at least every five (5) years to improve academic achievement for all students.

This is a collective responsibility shared by members of the Board and through the engagement of District employees, parents/guardians and caregivers, members of the Philadelphia community, and all those in a position to affect this work.

Goals and Guardrails reflect the Board's commitment to educational equity in safe and nurturing school communities; setting high academic standards; and holding itself and the District accountable for improvements in student achievement.

Mandatory Regulatory Procedures

Core Requirements

To effectuate its governance model, the Board shall commit itself and the District to:

- Foster a culture that is centered around the Goals and Guardrails
- Align strategic planning to the Goals and Guardrails
- Regularly monitor progress toward achievement of the Goals and Guardrails
- Audit the effectiveness of monitoring and governance structures
- Perform management reviews to annually evaluate the Superintendent, self-evaluate the Board's own adherence to this governance framework, and assess strategic plan implementation

At least every five (5) years, the Board shall adopt through resolution specific interim targets for achieving each of the below Goals and Guardrails and expects the District to meet those targets:

- Goals
 - All students read on **or above** grade level
 - All students ~~are proficient~~ **performs on or above grade level** in math
 - All students graduate college and career ready
- Guardrails
 - Every school will be a safe, welcoming, and healthy place where ~~our~~ students, staff, and community want to be and learn each day. This means that ~~our~~ schools will be: 1) environmentally safe and clean; and 2) spaces with inclusive climates that provide students with access to robust social, emotional, and mental health supports.
 - Every student will have a well-rounded education with co-curricular opportunities, including arts and athletics, integrated into the school experience.
 - Every parent and guardian will be welcomed and encouraged to be partners in their child's school community.
 - ~~Our~~ **s**Students' potential will not be limited by practices that perpetuate systemic racism and hinder student achievement.

Board Members shall assess action items, budgets, and District initiatives through the lens of how each supports the above Goals and Guardrails.

To modify the above Goals and Guardrails, the Board shall follow its existing policy setting process in addition to **an additional** public engagement process with students, parents and family

members, staff, and community members. This public engagement process shall inform any changes that are made to the Goals and Guardrails. [4]

Legal References:

1. [24 P.S.](#) - Sec. 5-505
2. [24 P.S.](#) - Sec. 5-510
3. [Philadelphia Home Rule Charter](#) - Sec. 12-209
4. [Policy 003.2](#) - Policy Setting

Related Information:

1. 0083.1 Goals and Guardrails Board Operating Guidelines

Effective: June 29, 2023

Revised:

Board Operating Guidelines for Board of Education Goals and Guardrails

(Attachment for Policy No. 0083.1)

Purpose

The purpose of these Board Operating Guidelines is to effectuate Policy 0083.1: Goals and Guardrails, which reflect the Board of Education's ("Board") student outcomes-focused governance model to ensure educational equity in a safe and nurturing school community; the setting of high academic standards; and, accountability for improvements in student achievement.

Board Procedures

Foster a Culture

To foster a Board culture that establishes a shared commitment to governing with a focus on student outcomes, each Board Member's onboarding will include an overview of the Goals and Guardrails governance model. After receiving adequate background and orientation to this **governance** framework ~~of governance~~, Board Members will sign a commitment letter stating their acknowledgement of the activities required for it to be successful.

Board Members also have access to professional development through The School District of Philadelphia ("District"), Pennsylvania School Board Association (PSBA), Council of Great City Schools, area universities, and other organizations.

Strategic Planning Framework

At least every five (5) years, the Board shall adopt, through resolution, specific targets for achieving each of the Goals and Guardrails.

Budgets are value statements and any request for and approval of District funding must be made in accordance with the defined Goals and Guardrails.

As such, all Action Items during monthly meetings should include reference to which Goal/s and Guardrail/s the Action Item will directly support.

Additionally, annual budget development will be conducted and presented in alignment to the Board's Goals and Guardrails.

To ensure the Goals and Guardrails are achieved, it is also necessary for the Board to develop and implement short- and long-term communications and coalition building strategies to ensure buy-in from key stakeholder groups.

This communications and coalition building strategy should include, but not be limited to:

- 1. Aligning the work of the Office of the Board of Education to the Goals and Guardrails**
- 2. Implementing regular communications from the Board**
 - a. Quarterly Board newsletter
 - b. Structured social media strategy
 - c. Goals and Guardrails-aligned branding
 - d. Regular press and opinion pieces
- 3. Maintaining a communications toolkit that promotes shared messaging for public education in Philadelphia, including:**
 - a. Social media content
 - b. Website information
 - c. One pagers
 - d. Frequently asked questions (FAQs)
- 4. Framing budget conversations and budget asks in the context of the Goals and Guardrails**
- 5. Translating all Goals and Guardrails documents, including but not limited to, the below into plain English language and major SDP languages:**
 - a. Monitoring calendar
 - b. Board self-evaluation
 - c. Superintendent evaluation
 - d. Goals and Guardrails presentation materials
 - e. Monitoring reports

~~Maintaining a communications toolkit that promotes shared messaging for public education in Philadelphia, including:~~

- ~~f. Social media content~~
- ~~g. Website information~~
- ~~h. One pagers~~
- ~~i. Frequently asked questions (FAQs)~~

~~Framing budget conversations and budget asks in the context of the Goals and Guardrails~~

~~Implementing regular communications from the Board~~

- ~~j. Quarterly Board newsletter~~
- ~~k. Structured social media strategy~~
- ~~l. Goals and Guardrails-aligned branding~~
- ~~m. Regular press and opinion pieces~~

~~Aligning the work of the Office of the Board of Education to the Goals and Guardrails~~

The key audiences that should be engaged in the above activities include, but are not limited to:

- Internal
 - Students (including disengaged and at-risk youth)
 - Parents and family members
 - Staff (school- and central office-based)
 - Board's Parent and Community Advisory Council (PCAC)
- External
 - Community members

- Education advocates
- Community organizers and parent-led organizations
- Elected officials
- Editorial boards and radio hosts
- Charter schools

To modify these Goals and Guardrails, the Board will conduct an extensive public engagement strategy with the above internal and external stakeholders. This engagement strategy shall be conducted in a way that allows individuals who speak a language other than English to meaningfully participate, including live interpretation where appropriate.

This public engagement process will include, but not be limited to:

- A Listening tour
- Town halls
- A digital and paper survey

Progress Monitoring

The Board will receive and review a Quarterly School Manager Report providing updates on the District's finances. As requested, the District will provide briefings on this report.

In order to regularly monitor progress toward achieving the Board's Goals and Guardrails, it is necessary to identify, vet, and finalize indicators to regularly monitor.

At ~~a monthly~~ **regular** public meetings, the Board will monitor the District's progress toward achieving the Goals and Guardrails. Each ~~month~~ **meeting** will focus on the identified interim indicator/s for the Goals and Guardrails.

Designated Board Member facilitators will work with the Chief of the Office of Research and Evaluation to agree on these indicators for each Goal and each Guardrail. This same group will prepare with the Office of Research and Evaluation before each ~~month's~~ regular monitoring session.

During the progress monitoring session, the designated Board Member facilitators will:

1. Announce the Goal/s or Guardrail/s to be monitored
2. Introduce the District staff who will walk through the prepared presentation
3. Facilitate questions and answers from Board Members on the presentation
4. Summarize what was discussed and any necessary follow up or next steps for the District

The indicators currently used to regularly measure progress include:

Goals		
Goal	Interim Target	Interim Leading Indicator/s
Goal #1 <i>(All students read on or above grade level)</i>	The percentage of students in grades 3-8 who are proficient on the state ELA assessment will grow from 35.7% in August 2019 to 65.0% by August 2026.	The percentage of students in grades 3-8 who score at or above grade-level on the District's within-year reading assessment in Fall, Winter, and Spring each year. Leading Indicator 1.1: The percentage of students in grades 3-8 who are At Target on the District's within-year reading assessment.
		Closing the Gap: The percentage of students, by subgroup, in grades 3-8 who score at or above grade-level on the District's within-year reading assessment in Fall, Winter, and Spring each year. Leading Indicator 1.2: The percentage of students in grades 3-8 with high growth on the District's within-year reading assessment.
Goal #2 <i>(All students read on or above grade level)</i>	The percentage of 3rd grade students who are proficient on the state ELA assessment will grow from 32.5% in August 2019 to 62.0% by August 2026.	The percentage of students in grades K-3 who score at or above grade-level on the District's within-year reading assessment in Fall, Winter, and Spring each year. Leading Indicator 2.1: The percentage of students in grade 3 who are At Target on the District's within-year reading assessment.
		Closing the Gap: The percentage of students, by subgroup, in grades K-3 who score at or above grade-level on the District's within-year reading assessment in Fall, Winter, and Spring each year. Leading Indicator 2.2: The percentage of students in grades K-2 who are At Target on the District's required reading Curriculum-Based Measures.
Goal #3 <i>(All students perform on or above grade level are proficient in math)</i>	The percentage of students in grades 3-8 who are proficient on the state Math assessment will grow from 21.5% in August 2019 to 52.0% by	The percentage of students in grades 3-8 who score at or above grade-level on the District's within-year math assessment in Fall, Winter, and Spring each year. Leading Indicator 3.1: The percentage of students in grades 3-8 who are At Target on the

	August 2026.	District's within-year math assessment.
		Closing the Gap: The percentage of students, by subgroup, in grades 3-8 who score at or above grade level on the District's within-year math assessment in Fall, Winter, and Spring each year.
		Leading Indicator 3.2: The percentage of students in grades 3-8 with high growth on the District's within-year math assessment.
Goal #4 <i>(All students graduate ready for college or and career)</i>	The percentage of students who are proficient on all three state high school assessments (Algebra, Literature, and Biology) by the end of their 11th grade year will grow from 22.2% in August 2019 to 52.0% by August 2026.	Leading Indicator 3.3: The percentage of students in grades K-2 who are At Target on the District's required math Curriculum-Based Measures.
		The percentage of students in grades 9-11 who score at or above grade level on the District's within-year math and reading assessments in Fall, Winter, and Spring each year.
		Leading Indicator 4.1: The percentage of students who are proficient on all three state high school assessments (Algebra, Literature, Biology) by the end of their 10th grade year.
		The percentage of students who are proficient on all three state high school assessments (Algebra, Literature, and Biology) by the end of their 10th grade year.
Goal #5 <i>(All students graduate ready for college or and career)</i>	The percentage of Career and Technical Education (CTE) students who pass an industry standards-based competency assessment by the end of their 12th grade year will grow	Leading Indicator 4.2: The percentage of first-time 9th grade students who are meeting the District's 9th Grade Firmly On-Track metric.
		Closing the Gap: The percentage of students, by subgroup, who are proficient on all three state high school assessments (Algebra, Literature, and Biology) by the end of their 10th grade year.
		The percentage of 11th grade CTE students who pass their CTE Level 2 coursework (with a grade of A or B).
		Leading Indicator 5.1: The percentage of eligible students who take and pass the NOCTI.

	from 49.9% in August 2019 to 80.0% in August 2026.	<p>The percentage of 10th grade CTE students who pass their CTE Level 1 coursework (with a grade of A or B):</p> <p>Leading Indicator 5.2: The percentage of CTE students who have a documented job placement and/or postsecondary opportunity.</p>
Guardrails		
<i>Guardrail</i>	<i>Interim Target</i>	<i>Interim Leading Indicator/s</i>
Guardrail #1	Every school will be a safe, welcoming and healthy place where our students, staff and community want to be and learn each day. This means that our schools will be: 1) environmentally safe and clean; and 2) spaces with inclusive climates that provide students with access to robust social, emotional, and mental health supports.	<p>The percentage of schools with both a high Overall District Wide Survey Climate rating and a high Overall District Wide Survey Instruction rating will grow from 17.7% (38 schools) in August 2020 to 58.6% (126 schools) by August 2026.</p> <p>Indicator 1.1: The percentage of school-based positions filled each year by October by employees with standard credentials in the 50 lowest performing schools.</p>
		<p>The percentage of schools certified as Lead-Safe and identified as No Asbestos Detected (NAD) will grow from X% in August 2020 to Y% by August 2026. (Data Availability TBD)</p> <p>Indicator 1.2: The average completion time for Work Orders specific to restrooms and hydration stations.</p>
		<p>The percentage of schools with at least two FTE (full-time equivalent) positions, per 500 students, to support student mental and behavioral needs will grow from 43.3% (93 schools) in August 2020 to 71.2% (153 schools) by August 2026.</p>
Guardrail #2	Every student will have a well-rounded education with co-curricular opportunities, including arts and athletics, integrated into the school experience.	<p>The percentage of K-8 students enrolled in visual or performing arts courses at each school will grow from 89.9% in August 2020 to 100.0% by August 2026.</p> <p>Indicator 2.1: The percentage of K-12 students enrolled in a visual or performing arts course at each school.</p>
		<p>The percentage of high school students participating in co-curricular activities, including</p>

		<p>athletics, at each school will grow from X% in August 2020 to Y% by August 2026. (Data Availability TBD)</p> <p>Indicator 2.2: The percentage of K-12 students participating in co-curricular activities, including athletics, at each school.</p>
Guardrail #3	Every parent and guardian will be welcomed and encouraged to be partners in their child's school community.	<p>The percentage of schools with a high Overall District Wide Survey School Relationship rating will grow from 20.0% (43 schools) in August 2020 to 61.9% (133 schools) by August 2026.</p> <p>Indicator 3.1: The number of school-sponsored community events held at each school.</p>
		<p>The percentage of schools that have a School Advisory Council (SAC) that holds three or more meetings per year will grow from 89.3% (192 schools) in August 2020 to 100.0% (215 schools) by August 2026.</p> <p>Indicator 3.2: The percentage of staff trained to use language access services.</p>
Guardrail #4	Our sStudents' potential will not be limited by practices that perpetuate systemic racism and hinder student achievement.	<p>Among 8th grade students who are qualified to attend Special Admission High schools, the percentage who are Black/African American or Hispanic/Latinx will grow from 33.8% in August 2020 to at least 52.0% (making progress towards being proportional to population as a whole) by August 2026.</p> <p>Indicator 4.1(a): The percentage of 5th and 8th grade students who are qualified to attend Criteria-based Schools, by student group.</p>
		<p>The percentage of suspensions received by Black/African American students will decrease from 72.6% in August 2020 to no more than 48.3% (proportional to population as a whole) by August 2026.</p> <p>Indicator 4.1(b): The percentage of qualified 5th and 8th grade students who applied and attend Criteria-based Schools, by student group.</p>
		Indicator 4.2: The number of K-8 schools offering Algebra and World Languages.

Auditing

The Pennsylvania School Board Association (PSBA) has developed best practices related to the “Principles of Governance and Leadership”. These principles will be reviewed by Board Members on an annual basis to check in on each member’s adherence to these established best practices.

This self-evaluation allows time for reflection and changes in practice in the coming school year to ensure the Board maintains a focus on student outcomes and achievement. Part of this evaluation will include analyzing how the Board spends its time during public meetings to ensure a clear focus on student outcomes.

This evaluation tool measures several core principles, including:

- Earnest Advocacy
- Responsible Leadership
- Effective Governance
- Thoughtful Planning
- Continuous Evaluation
- Clear Communication
- Ethical Action
- Focus on Student Outcomes

Management Review

~~A small work group of Board Members will meet annually.~~ In the Fall, prior to the Superintendent’s evaluation and the December organization meeting, **the Board will to review the implementation of the Board’s** its governance practices ~~are implemented with fidelity to continuously improve effective governing structures.~~ This includes a review of the Board’s:

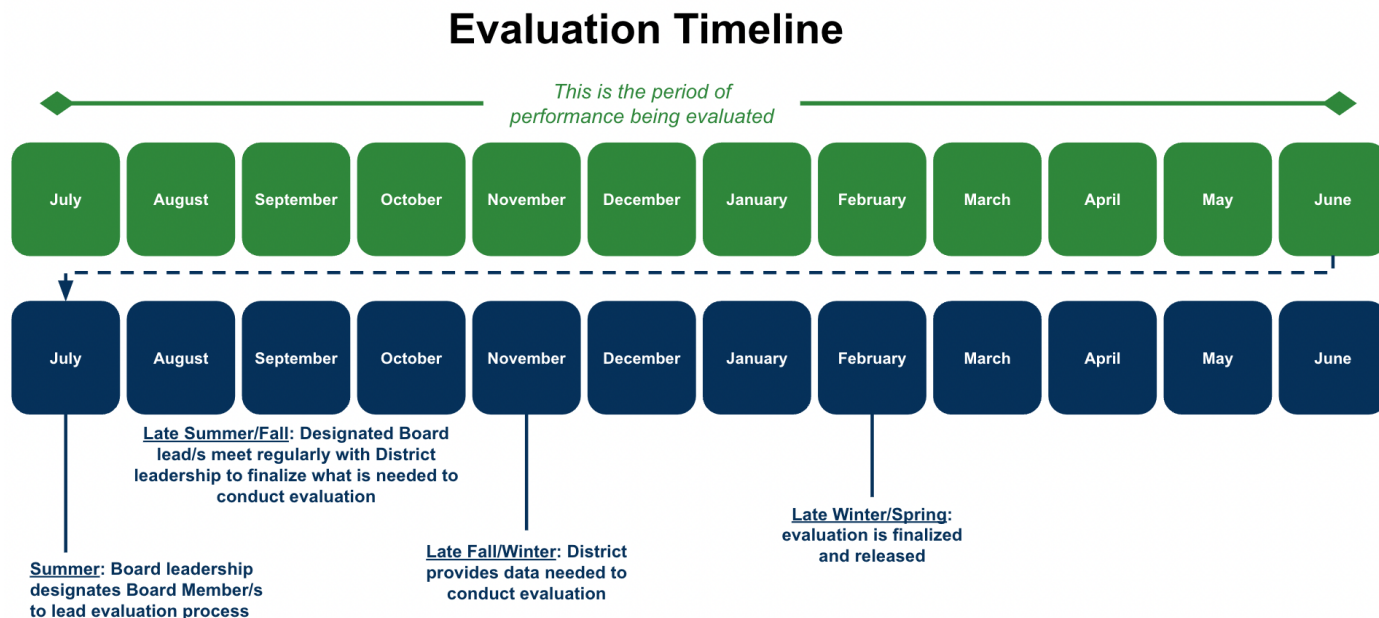
- Goals and Guardrails monitoring
- Financial oversight strategies
- Board governance policies (series 000)
- Audit patterns
- Board’s committee structure
- Office of the Board of Education structure and operations
- Communications and customer service strategies

To ensure District operations are aligned to Goals and Guardrails, the annual evaluation of the Superintendent will be conducted in accordance with the procedures outlined below.

Every August, Board leadership will designate a Board Member/s to lead the evaluation process for the previous, full school year. Throughout the Fall, ~~these~~ **this** Board Member/s will work with District leadership to ensure all the data necessary will be available to the Board in the Winter.

In the Winter, this data will be made available to the Board to input into its ~~adopted~~ Superintendent evaluation template. The evaluation will be written throughout the Winter and finalized for release in the Spring.

These timelines are further outlined in the graphic below:



District Procedures

Foster a Culture

To ensure that Goals and Guardrails are the foundation of the District's culture, the Superintendent will work with their leadership team to incorporate Goals and Guardrails into District-wide initiatives and activities. This includes, but is not limited to:

- School Progress Report on Education and Equity (SPREE)
- Philly School Experience Survey (formerly the District-wide Survey)
- ~~Office of Family and Community Engagement (FACE)~~

All central program offices should also align their work to the Board's Goals and Guardrails and the related targets and indicators.

Strategic Plan

The Superintendent will develop and maintain a 5-year strategic plan for the District that **supports** ~~ensures~~ District achievement of the Goals and Guardrails. This strategic plan will be **adopted** ~~approved~~ by the Board every 5 years and reviewed on an annual basis to make improvements and updates as necessary.

Progress Monitoring

The Superintendent will provide, ~~at least monthly,~~ **regular** reports and presentations showing District progress toward achieving the Goals and Guardrails.

Leading up to each ~~month's~~ public monitoring session, the Office of Research and Evaluation will meet with the designated Board Member facilitators guiding this work to discuss the outline of the presentation. Each presentation should tell a story to the public **which can include but not be limited to:**

1. Brief overview of the Goal or Guardrail
2. Any necessary technical background or context on the associated indicator/s
3. Overview of past District trends in relation to the indicator/s
4. Overview of the District's current state and progress toward achieving the indicator/s
 - a. Including how ~~we know our~~ investments are/are not working
5. An update on what the District will be doing in the future to ensure continued progress in achieving the indicator/s and, therefore, the Goal or Guardrail
 - a. Including present and future budget implications and anticipated action items

Auditing

While monitoring occurs on a ~~monthly~~ **regular** basis, there is also a need to occasionally consider deeper analysis as to how the District is progressing toward the Goals and Guardrails. At least annually, the District will assess the indicators and targets used to monitor achievement of the Goals and Guardrails and make recommendations when changes are warranted. The Superintendent may engage external resources as needed to make the necessary assessments.

Management Review

Annually, the Superintendent will provide a briefing to the Board on the implementation and effectiveness of the District's strategic plan. This will include how the District's current organizational structure and initiatives support the achievement of the Goals and Guardrails. It also will provide an opportunity to identify high risk challenges that could potentially impede progress toward implementation of the Goals and Guardrails.

This briefing will occur between the end of each school year and prior to the start of the following school year.

The Superintendent will also provide an update to the public on the District's implementation of its strategic plan at least annually.

Effective:

Revised:

Board Operating Guidelines for Board of Education Policy Setting (Attachment for Policy 003.2)

Purpose

The purpose of these Board Operating Guidelines is to effectuate Policy 003.2: Policy Setting, which sets forth the policy setting process by which the Board of Education (“Board”) serves as the policy making body for The School District of Philadelphia (“District”).

Procedures

Policy Manual - Public Access and Feedback

The Board’s [Policy Manual](#) can be found on the District’s website. The public can review and provide feedback on any policy at any time via a Google Form available on the [Board’s website](#). Submissions will be reviewed when received and routed to the appropriate District office to consider during policy revisions.

Board policies can also be reviewed by visiting the Office of the Board of Education at 440 N. Broad Street, Philadelphia, PA, 19130, Suite 101 from Monday - Friday, 9:00am to 5:00pm.

If a member of the public wishes to view a policy in their native language, they may contact the Board Office at 215-400-4010 or schoolboard@philasd.org who will have the requested policy translated into the desired language.

Policy Setting Process

Each Board policy shall be reviewed at least every five (5) years unless a policy is mandated by law to be reviewed more frequently. The Superintendent or their designee will, at least twice annually, set the policy revision schedule. In the header of each policy will be the policy number, policy section, title of the policy, the date it was originally adopted, and the date it was last revised.

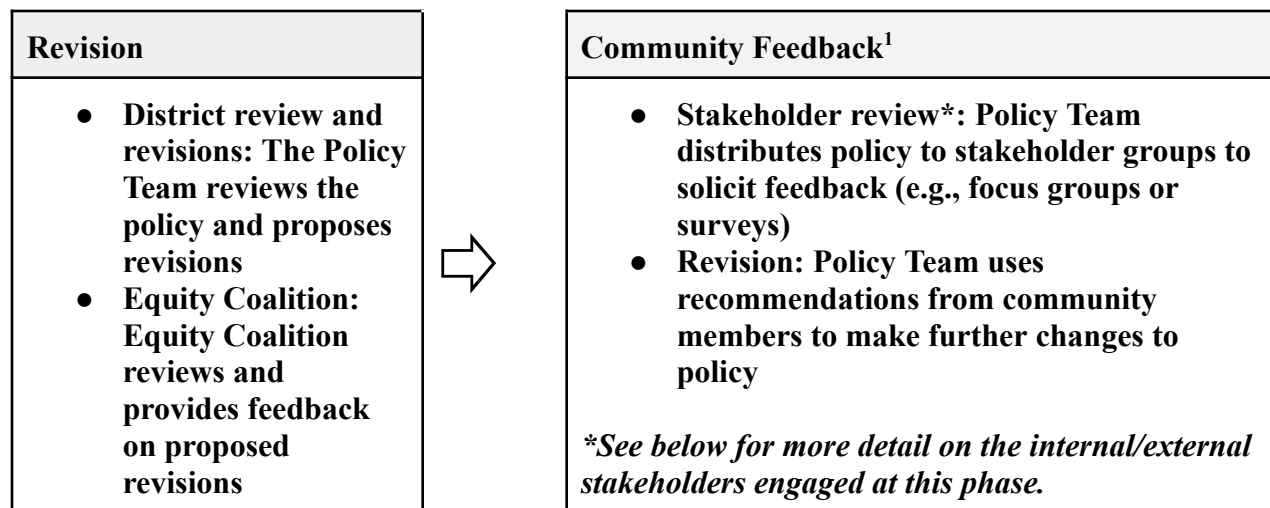
There are 3 ways new policy might be developed or an existing policy might be revised ahead of the every-5-year timeline, these include:

1. New legal requirements or changes (e.g., a change to the Pennsylvania Public School Code)
2. District response to current issues or updated practices (e.g., the District updates their process for issuing personal computers to students)
3. Board request (e.g., the Board makes a formal request for the District to eliminate a policy, create a new policy, or modify an existing policy)

Every Board policy is reviewed and revised by the Policy Team. The Policy Team is made up of at least one representative from 1) the Superintendent’s Office, 2) the Board Office, 3) the department/office that owns the policy, and 4) the Office of General Counsel. A designated lead staff person in the Superintendent’s office will project manage the policy setting process and ensure policies are reviewed and updated in accordance with Policy 003.2 and its Board Operating Guidelines.

The review and feedback process before a Board policy is voted on by the Board is robust. Prior to policies coming before the Board, there are two steps that take place as new policies are developed and when existing policies are revised and shared with relevant community stakeholders for input.

These first 2 steps include:



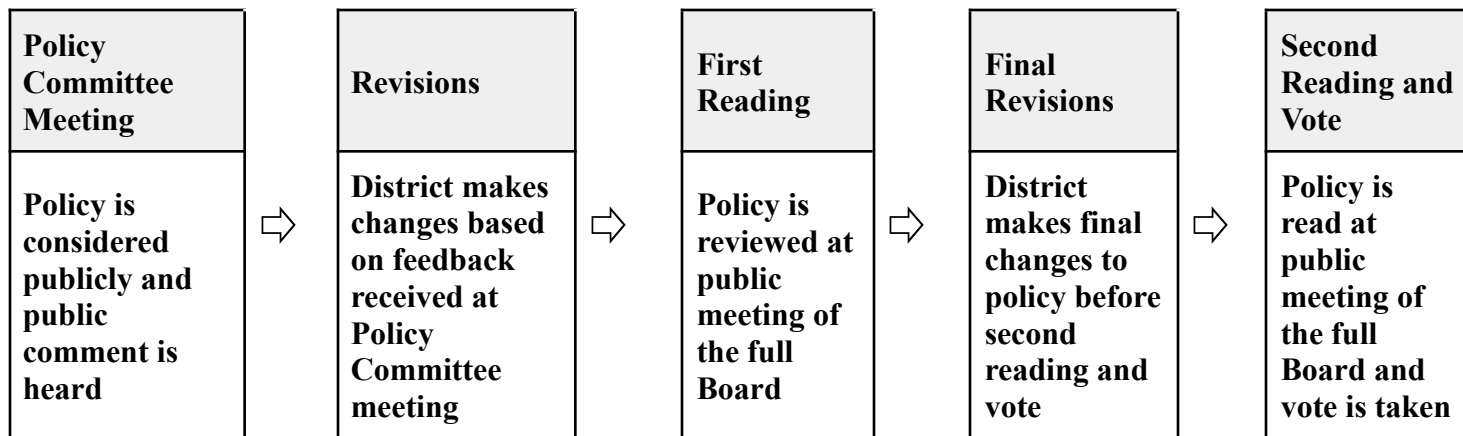
The internal and external stakeholders that are engaged in the “Community Feedback” phase can include but are not limited to:

- **Internal stakeholders:** can include stakeholder groups to provide relevant feedback including students, teachers, school leaders, families, and other school staff
- **External stakeholders:** can include stakeholder groups to provide relevant feedback including City agencies, nonprofits, community partners, and advocacy groups
- **District offices:** the Office of Evaluation, Research, and Accountability reviews all policies/Administrative Procedures to provide input on implementation, accountability, and progress monitoring measures. Other District offices that are impacted by or share responsibility over a given policy are also engaged for input throughout the revision process.
- **For Board 000 series policies:** the Pennsylvania School Board Association (“PSBA”) will provide relevant feedback to ensure alignment with the relevant law and best practice.
- **For Board 400 series charter-related policies:** appropriate engagement will be conducted with the charter sector community.

¹ If a specific stakeholder group is impacted by any particular policy (i.e. a student electronic devices policy that impacts students), then intentional engagement will be conducted to engage that stakeholder group during the policy development process

Following the above two preliminary processes, the proposed policy/policy revisions are made available to the Board. This process starts with Policy Committee Members. Policy Committee Members individually review the policies and submit questions and feedback in writing to the District for written response prior to the Policy Committee meeting. This allows time for the District to make additional updates to policies that will be reviewed at the next scheduled Policy Committee meeting.

Below are the final five steps to the policy setting process:



Communicating Policy Changes

All newly added and revised policies and their respective Administrative Procedures shall be uploaded to the Board’s [Policy Manual](#) following approval by the Board at a second reading and vote at a public meeting.

A designated staff lead in the Office of the Board of Education will upload newly revised policies to the Board’s policy manual when they have been voted on and approved by the Board. This will include removing the outdated policy and storing it in the Board’s records for future review/reference and uploading the newly revised or newly adopted policy with an updated policy header including an updated “revised” or “adopted” date.

In addition, a District-wide email shall be sent announcing the policy change/s. The department/office that owns the policy also communicates new/revised policies directly to impacted stakeholders about how the updates impact them/their practice.

Records Retention

As outlined above, the Office of the Board of Education will maintain copies of previous versions of policies for future review/reference. Only the most current adopted version of each policy will be available on the policy manual. These records retention practices shall be in compliance with applicable Board policy.

Limitations

All Board policies and Administrative Procedures shall be interpreted and administered in a lawful manner. The Board shall make the final interpretation of its policies, and the administration shall make the final interpretation of its Administrative Procedures.

Board policies and Administrative Procedures are limited by legal constraints, as are the rights of those to whom Board policies and Administrative Procedures apply, and are not intended to give an individual a cause of action not independently established in law.

Rules Of Construction

In ascertaining the intent of the Board in adopting a policy, or of the administration in establishing an Administrative Procedure, the following presumptions, among other legally applicable presumptions, may be used:

- 1. That neither the Board nor the administration intends a result that is absurd, impossible of execution, or unreasonable.**
- 2. That neither the Board nor the administration intends to violate federal or state Constitutions or any other applicable law.**

If any policy or Administrative Procedure can be given multiple interpretations, the Board and the administration intend that only constitutional and lawful interpretations shall be valid, and that neither an unconstitutional nor an unlawful interpretation was intended.

Effective:

Revised:

Board Operating Guidelines for Board of Education Employment of the Superintendent (Attachment for Policy 003.3)

Purpose

The purpose of these Board Operating Guidelines is to effectuate Policy 003.3: Employment of the Superintendent, which sets forth the Board of Education's ("Board") recruitment, pre-employment, employment, renewal, removal/severance, and succession/transition planning of the Superintendent of The School District of Philadelphia ("District").

Procedures

Search Preparation

Successfully managing the departure of a Superintendent and the recruitment, hiring and onboarding of a new Superintendent requires substantial planning from the Board. Given the Board is composed entirely of volunteers, it is best practice to procure the services of a search firm to assist with all recruitment, hiring, and onboarding project phases. As such, the Board is authorized through policy to procure such services.

A successful succession plan will account for two different scenarios:

- **A planned transition**

In a planned transition, the Superintendent remains until the end of their contract and a search for their successor would take place while they are still in the role. This allows for a seamless transition between Superintendents.

- **An emergency transition**

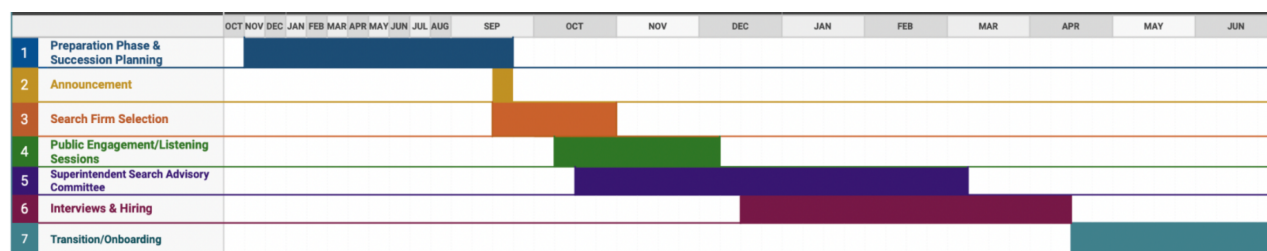
In an emergency transition, the Superintendent does not remain until the end of their contract and a search for their replacement would have to take place with an acting Superintendent appointed to fill the gap in leadership.

In the event that a Superintendent resigns or indicates an impending resignation, the Board President will immediately designate one or two Board Members to lead a Superintendent Transition Team to replace the Superintendent. These designated Board Members will work alongside Board staff, the Office of General Counsel, and any procured search firm to plan for and conduct the search.

A strong succession plan has multiple phases of which some may or may not happen simultaneously depending on the timing of the transition. These phases, to be guided by the designated Board Member-led Transition Team, are as follows:

1. Preparation phase and succession planning
2. Announcement
3. Search firm selection, if needed
4. Public engagement/listening sessions
5. Superintendent Search Advisory Committee
6. Interviews/hiring
7. Transition/onboarding

A sample detailed timeline of the above 7 phases can be found below. This sample Superintendent search was completed over the course of 21 months.



In order to inform the job description and search process for a new superintendent, the Board will engage with external stakeholders by partnering with community organizations to host listening sessions as well as releasing a survey for those unable to attend a listening session. In these engagements, the Board will ask individuals to describe the attributes and skills that they seek in the next Superintendent for the District.

The listening sessions will be held both virtually and in-person at locations across the City that include several sessions at schools. The Board will also hold sessions with employee groups in addition to the sessions held with external organizations. These should include sessions with District leadership, assistant superintendents, central office staff, and any collective bargaining unit whose leadership is interested in participating.

This phase of the search will culminate in a public report documenting what was heard through the engagement process as well as with the publishing of a final job description. The job description should align to and clearly state the expectations of the Board's Goals and Guardrails and the qualifications and requirements established by the Public School Code and Pennsylvania Department of Education regulations.

A Superintendent Search Advisory Committee will be created to bring together diverse stakeholders across the city of Philadelphia to aid the Board in selecting Superintendent candidates. The Superintendent Search Advisory Committee will meet multiple times under the guidance of a search firm and/or Board Members/staff in order to design and prepare for the interview process candidates.

Members of the Committee shall:

- **Demonstrate passion for the success of public education in Philadelphia**
- **Have a connection to the District in multiple ways (parent/guardian, caregiver, educator, volunteer, graduate, etc.) and with schools that reflect the many neighborhoods and types of schools that exist across the City**
- **Have experiences with multiple school settings in Philadelphia including charter schools**
- **Be current Philadelphia residents**

The Committee will include individuals such as: teachers; principals; labor partners; members of the business, educational advocacy, and higher education communities; parents, guardians, and caregivers; and students.

The Board will work with key partners such as the Philadelphia Federation of Teachers (“PFT”) and Commonwealth Association of School Administrators (“CASA”) in order to invite individuals who fit these descriptions to apply for the Committee.

Recruitment and Assessment of Candidates

All individuals engaged in the search process will sign nondisclosure agreements committing them to confidentiality regarding the identity of all superintendent candidates.

The Board will provide all candidates with professional, sensitive, and timely communication about the search process. Candidates, regardless of their status within the search, will receive regular and professional updates about the search process and their own status and advancement within the process.

The Board or its designee will review candidate applicant files and identify a subset of the applications to receive a first round virtual or in-person interview.

The Board may also conduct other checks on the candidate/s including, but not limited to, social media vetting and notable press mentions.

The Board or its designee will then conduct first round virtual or in-person interviews with candidates and select a group of semi-finalist candidates who will travel to Philadelphia for in-person interviews with the Superintendent Search Advisory Committee.

The Superintendent Search Advisory Committee will then conduct in-person interviews with the semi-finalist candidates, debrief each candidate as a committee, and submit notes and feedback on each of the semi-finalist candidates to the Board for its review. The Board will use these notes and feedback to make its selection of finalist candidates.

The Board will select finalist candidates to participate in additional interviews in Philadelphia before making a final decision on the next Superintendent. If any public interviews are carried out, they shall be conducted in a way that allows individuals who speak a language other than English to meaningfully participate, including live interpretation where appropriate.

Employment Contracts

Preparing for the contracting process will take significant time in advance of the final hiring process. In order to be prepared to quickly and efficiently negotiate a contract, the designated Board Member Transition Team will spend time researching contracts across the country and identifying the key provisions they would like to see in a new contract. The District's Office of General Counsel will be involved in the drafting of all contract drafts and will review and vet all final contract offers before they are presented to the candidate for consideration.

Contract negotiations with the Board's final chosen candidate should be conducted prior to a public announcement. Following the public announcement of the new Superintendent, a special meeting will be held by the Board of Education to authorize the contract with the new Superintendent.

Transition and On-Boarding Planning

To ease preparation, the search, and onboarding in both of the succession scenarios, the current Superintendent will always have at least two other executives on their leadership team sufficiently familiar with the Board and District matters and processes to enable either or both in combination to take over with reasonable proficiency as an acting Superintendent. Upon request by the Board, the Superintendent shall provide this succession plan to the Board in writing.

The transition and onboarding process is intended to support the new Superintendent in a smooth entry into the organization by providing them with the support and independence needed to establish a strong Administration.

Core goals for every transition should include:

- As needed, identifying an individual to serve as acting Superintendent between the current Superintendent's departure and new superintendent's arrival
- Working with the administration to identify and catalog all materials needed to onboard a new Superintendent
- Introducing the new Superintendent to key stakeholders
- Working with the new Superintendent to prepare for submission of a 30-60-90 day plan
- Planning for clear communications to employees and stakeholders before and during the transition
- Providing the new Superintendent with the supports needed for a successful transition and on-boarding

Evaluation of the Superintendent

The Board's Goals and Guardrails [policy](#) and its related [Board Operating Guidelines](#) specify the process, timeline, and components of the Superintendent's annual evaluation.

Effective:

Revised:

Board Operating Guidelines for Board of Education Membership (Attachment for Policy 004)

Purpose

The purpose of these Board Operating Guidelines is to effectuate Policy 004: Membership, which provides information on the composition of the Board of Education (“Board”).

Procedures

Board Member Expectations

Below is an overview of the procedures related to each of the Board Member expectations outlined in Policy 004: Membership.

Statement of Financial Interests Form

The Board’s [Policy 008: Ethics Policy](#) outlines in greater detail the processes, timelines, and stipulations of the Statement of Financial Interests Form.

Oath of Office

The oath of office is administered to new Board Members by a Judge of the Superior Court of Pennsylvania after they receive their letter of appointment from the Mayor and before on-boarding begins.

Board staff will make every attempt to coordinate schedules so that all new Board Members can convene at one time for the oath of office. However, competing schedules might require more than one session to be convened.

The oath of office is administered in private in the Board’s Committee Room and then signed and notarized. Board staff should coordinate with District notaries to attend the scheduled session in-person.

The Board Chief of Staff should reach out to the Judge directly to coordinate their schedule.

The Mayor should also be invited and attend; which involves the Board Chief of Staff coordinating with the Mayor’s Chief of Staff’s office.

Adherence to Applicable Board Policies

Board Members are expected to adhere to all Board policies found in the 000 series of the Board’s [Policy Manual](#).

Upon taking the oath of office, Board staff will coordinate each Board Member signing an acknowledgement of the [Board's Policy 008: Ethics Policy](#).

Upon receiving adequate background and orientation to the Goals and Guardrails governance framework, Board Members also will sign a commitment letter stating their acknowledgement of the activities required for it to be successful. More information on this commitment letter can be found in [Policy 003.1: Goals and Guardrails](#).

Mandatory Clearances

Upon taking the oath of office, Board staff will work with Board Members to coordinate their completion of the necessary background clearances. Board staff will also process reimbursements for costs incurred by Board Members while obtaining these background clearances.

Meeting Preparation and Attendance

Board Members are expected to prepare for and attend all business meetings of the Board. These expectations are further outlined in [Policy 009: Principles of Governance and Leadership](#). Guidance on requesting to attend a meeting/s virtually can be found in [Policy 006.1: Attendance at Public Meetings via Electronic Communications](#).

Additional information related to the Board's meetings can be found in [Policy 006: Meetings](#).

Board Member Vacancies

If a Board Member chooses to resign from their term, they shall submit a letter of resignation in writing to the Board President and to the Mayor with a copy to the City Council President.

Orientation

The Office of the Board of Education ("Board staff") shall arrange for each Board Member to receive a robust orientation. The orientation shall include both legally-mandated training and supplemental information to best serve them in their new role.

Board staff will take the steps necessary to establish an online [myPSBA account](#) for each Board Member to allow the Board Member to complete the below state-mandated training:

- Newly appointed Board Members, during the first year of service:
 - Instruction and academic programs, one (1) hour of which must be on best practices related to trauma-informed approaches;
 - Personnel;
 - Fiscal Management;
 - Board Goals and priorities;
 - Operations;
 - Governance; and
 - Ethics and Open Meetings.
- Reappointed Board Members, within one (1) year after re-appointment:
 - Relevant changes to federal and state public school law and regulations;

- **Fiscal Management;**
- **Trauma-informed approaches; and**
- **Other information deemed necessary by the Pennsylvania Department of Education.**

Board staff will schedule all new Board Members for supplemental orientation briefing sessions such as:

- **Board Goals and Guardrails**
- **Board Norms and Organization**
- **Board Policy Work**
- **Office of General Counsel**
- **Finance**
- **Organizational Structure of The School District of Philadelphia (“District”)**
- **Charter Schools**
- **Office of the Inspector General**
- **Office of Auditing Services**
- **District Performance**
- **Office of Talent**
- **Government Relations**
- **The Fund for the School District of Philadelphia**

Finally, there are self-guided orientation resources always available to Board Members through their myPSBA account. Some sample offerings include:

- **Academic Requirements and Testing**
- **Board's Role in Finance and Budgeting**
- **Conflicts of Interest and Ethics Act**
- **Effective State and Local Advocacy**
- **Evaluating Your Superintendent**
- **Facilities Planning**
- **Introduction to Governance Plans and Documents**
- **Legal Landscape of Public Education**
- **Overview of Public School Labor Relations**
- **Policy and Administrative Regulations**
- **Special Education**
- **Sunshine Act & Executive Session**
- **Transportation**
- **Intersections - Racism, Protests and Schools: Building the Equity Foundation Through Policy**
- **Intersections - Understanding the Board's Role**
- **Culturally Responsive Leadership in the New Normal**
- **Cybersecurity in Digital Meetings and Online Learning**
- **Emergency Connectivity Funding for Off-Campus Internet and Laptops/Tablets**
- **Supporting the Mental Health of Professional Staff**
- **Webinar - Innovative Online Learning at School Districts**
- **Webinar - Keeping Board Meetings Effective**
- **Webinar: Superintendent Evaluation**

Expenses

From time to time, Board Members may incur expenses in the furtherance of their duties for which they may be reimbursed if pre-approval was obtained in advance by the Board President or their designee. There are different types of expenses that Board Members can either have prepaid in advance or be retroactively reimbursed for when attending to District business. Expenditures not deemed necessary or reasonable will not be reimbursed.

The pre-approved expenses that may be prepaid on behalf of the Board Member include but are not limited to:

1. In-town cab service
2. Conference registration or professional association fees
3. Air and train travel

Board Members can be reimbursed for the following pre-approved expenses:

1. Rideshare services such as Uber and Lyft
2. Out-of-town travel (*out-of-town cab service, reasonable hotel accommodations, and food/beverage not including alcohol and within District reimbursement limits*)

Pre-Approval

Pre-approval *must* first be obtained from the Board President or their designee for all requests for pre-payment and/or reimbursement of expenses. Requests for reimbursement of expenses that are not pre-approved may be subject to denial. All requests are documented by Board staff and shared with the Board President for approval and the Board Chief of Staff for record keeping and auditing purposes. Pre-approval shall be requested as follows:

1. Requesting Board Member submits pre-approval request to Board President using designated Google Form in accordance with the below timelines:
 - In-town cab service requests must be made at least 3 business days in advance
 - Conference registration, professional association fees, and air and train travel requests must be made at least 10 business days in advance
2. Board President or their designee reviews, approves, and signs expenditure pre-approval form

The Board Vice-President will review and preauthorize expenses and reimbursements for the Board President.

Expense Prepayment or Reimbursement

Upon receipt of evidence of pre-approval, Board staff will work with the requesting Board Member to process all requests for prepayment or expense reimbursement in accordance with the Administrative Procedures to Board Policy 331.

Effective:

Revised:

**Board Operating Guidelines for
Board of Education Non-Voting Student Board
Representatives
(Attachment for Policy No. 004.1)**

Purpose

The purpose of these Board Operating Guidelines is to effectuate Policy 004.1: Non-Voting Student Representatives regarding students serving as non-voting members of the Board of Education (“Board”) of The School District of Philadelphia (“District”) in an advisory role.

Procedures

The Board encourages the participation of students in District governance and believes that student voice and involvement in the governance process is critical to the success of the District.

When the application window opens, Board staff will distribute application materials over various platforms such as posting on the [District’s website](#)¹, through social media, announcements during Board meetings, and email.

Qualifications

To serve as a non-voting Student Representative students shall meet the following requirements, at a minimum:

1. be a current resident of the City of Philadelphia;
2. attend a District or Philadelphia charter school;
3. apply during their ninth or tenth grade at a District or Philadelphia charter high school to serve during their tenth or eleventh grade year;
4. have a minimum GPA of 2.5 or higher and in good standing;
5. be able to demonstrate a willingness to actively participate in the work of Student Representatives to include bi-weekly meetings with Board staff to maintain the work of a Student Representative;

¹<https://www.philasd.org/schoolboard/aboutus/#student>

6. demonstrate an ability and willingness to work collaboratively with their counterpart in pursuit of successfully carrying out the work of Student Representatives;
7. be actively involved in their school community and willing to work to support Philadelphia's public schools, on behalf of their peers, on a regular basis;
8. be willing to represent their peers by communicating student opinions to the Board, and reporting Board deliberations and actions to the student body;
9. be available to meet with the Board on a monthly basis, to communicate the concerns of their peers, and make an effort to be at every public meeting.

Application Materials

During the application window (generally in the Spring), students enrolled in ninth and tenth grade at District and charter high schools may submit a completed application to the Office of Student Support Services via email to studentleaders@philasd.org. When the application window opens, Board staff will make the application materials available on the [District's Board's website](#)².

A completed application includes the following materials:

- Completed application
- Current/most recent transcript
- Two reference letters; at least one of these references must come from a current teacher or administrator
- Applicants must obtain approval signature from parent/guardian
- Completed essay

The application for non-voting Student Representatives is shared through the below channels and other channels:

- Principals
- School counselors
- Direct student emails

Selection Process

The selection of two (2) Student Representatives and one (1) alternate shall include an interview process carried out by the non-voting Student Representative **Selection team Committee** that may comprise of individuals representing the following organizations/offices (but not limited to):

² <https://www.philasd.org/schoolboard/aboutus/#student>

- ~~Former~~ **Current** non-voting Student Representatives
- Other student leaders
- Charter Schools Office
- Office of the Board of Education
- Office of Student Support Services
- Mayor's Office of Youth Engagement

All students who submit a completed application will receive an invitation to a **mandatory information session preliminary interview** as a part of this process.

Members of the Student Representative ~~S~~**selection team** ~~Committee~~ will work collaboratively to identify the top final applicants to recommend for a final round interview with the Board President **and the Board's liaison to the Student Representatives.**

Final Selection

The ~~current~~ presiding Board President **with support from the Board liaison** shall interview student applicants recommended by the non-voting Student Representative ~~S~~**selection team** ~~Committee and~~ identifying two (2) Student Representatives and one (1) alternate to serve for the duration of the upcoming school year.

Student applicants who are selected to serve as non-voting Student Representatives will be asked to sign a letter of commitment for the duration of their role.

Student Board Representative Supports

To ensure that Student Board Representatives have the supports they need to carry out their duties, the below supports are provided to them during their term:

- Transportation to/from the 440 N. Broad Street Education Center for meetings
- Meals during Board meeting days
- Necessary technology

Orientation

Orientation topics vary year-to-year based on the past experiences and interests of the appointed Student Representatives. Typical topics include but are not limited to overviews of:

- Board Members and current Board priorities
- Goals and Guardrails and board governance
- School District of Philadelphia's central office structure

There will also be opportunities to meet with different District student leaders and past student representatives.

Orientation typically culminates in ~~project an annual planning for the year to~~ outlining ~~what~~ objectives the Student Representatives want to accomplish by the end of their term.

~~Check-In's~~

~~Student Feedback and Continuous Improvement~~

Student Board Representatives will ~~meet check-in~~ with the relevant Board and staff liaisons at the beginning, middle, and end of their term to provide feedback on additional areas they'd like to engage in and/or where they need additional support.

Student Board Representatives will also provide the full Board, during a public meeting, a final ~~overview of the work carried out during their term. report wherein they can provide public feedback on the role of the Student Board Representatives.~~

~~Vacancies~~

In the event that one or both of the non-voting Student Representatives are unable to complete their term for any reason, the alternate Student Representative shall be ~~administered the oath of installed to the position of~~ Student Representative ~~to serve~~ for the remainder of the one-year term.

THE SCHOOL DISTRICT OF PHILADELPHIA

No. 004.2

SECTION: Board Bylaws

TITLE: Parent and Community
Advisory Council

ADOPTED:

REVISED:

004.2 PARENT AND COMMUNITY ADVISORY COUNCIL (PCAC)

Purpose

This policy establishes a Parent and Community Advisory Council (“PCAC”) to **provide advise** the Board of Education (“Board”) **with feedback** on matters related to public education in Philadelphia and sets forth its roles and responsibilities, eligibility, and composition.

Authority

The ~~Public School Code and~~ Philadelphia Home Rule Charter authorize the Board to convene at least twice-yearly a Parent and Community Advisory Council comprised of stakeholders from across the City to consult on issues pertaining to educational policy and family and community engagement in schools. [1]

Delegation of Responsibility

The Office of the Board of Education shall develop and disseminate Board Operating Guidelines for the application and selection process of PCAC members.

Core Requirements

The Board President shall select from interested Board Members at least one (1) Board Member to serve as a PCAC Liaison. The PCAC Liaison(s) shall serve as the primary point of contact for PCAC members. The PCAC Liaison will report back to the Board on the work of PCAC, provide a monthly update to the public at Board meetings on the work of PCAC, and coordinate support provided to PCAC’s Board staff.

Roles and Responsibilities of PCAC Members

PCAC members serve in an unpaid, volunteer position to perform the following responsibilities:

- ~~Advise and p~~Provide feedback to the PCAC Liaison(s) on Board policies;
- Provide the PCAC Liaison(s) with input **and guidance** on the interests and concerns of Philadelphia public school parents, guardians, caregivers, and community members;
- Attend and participate in monthly meetings led by the PCAC Liaison(s); and

- ~~• Work in partnership with the Board to engage The School District of Philadelphia (“District”) stakeholders.~~
- Promote city-wide engagement with the Board and The School District of Philadelphia (“District”)

Eligibility

PCAC members shall be the following:

- A resident of the City of Philadelphia;
- At least eighteen (18) years of age; and
- Affiliated with a Philadelphia District or charter school (parent/guardian *or* a community member with a demonstrated commitment to improving the quality of education for the children of Philadelphia).

Composition

PCAC shall be made up of members representing diverse stakeholder groups and geographies selected by the Board through an application process. Members should represent stakeholder groups including: parents, guardians, caregivers, teachers, staff, and community members.

Term

PCAC members shall be appointed to serve a two-year term, beginning with the school year in which they are appointed. Members may not serve for more than two (2) consecutive terms.

Legal References:

1. [Home Rule Charter](#) § 12-311

Related Information:

1. 004.2 Parent and Community Advisory Council Board Operating Guidelines
2. [Policy](#) 920 - School Advisory Councils

Effective:

Revised:

**Board Operating Guidelines for
Board of Education Parent and Community Advisory
Council
(Attachment for Policy 004.2)**

Purpose

The purpose of these Board Operating Guidelines is to effectuate Policy 004.2: Parent and Community Advisory Council (“PCAC”), which establishes PCAC as the link between school communities and the Board of Education (“Board) by promoting engagement with the Board and The School District of Philadelphia (“District”).

Procedures

The Board encourages the participation of parents and community in District governance and believes their voice and involvement in the governance process is critical to the success of the District. PCAC consists of members representing a diverse stakeholder groups and geographies who each serve for a two-year term.

When the application window opens, Board staff will distribute application materials over various platforms such as posting on the [District’s website](#)¹, through social media, announcements during Board meetings, and email.

Qualifications

To serve as a member of PCAC, individuals shall meet the following requirements, at a minimum:

1. be a current resident of the City of Philadelphia;
2. be at least (18) years of age; and
3. be affiliated with a District or charter school (parent/caregiver or a community member with a demonstrated commitment to improving the quality of education for the children of Philadelphia).

¹<https://www.philasd.org/schoolboard/aboutus/#advisory>

Expectations

PCAC members shall be expected to:

1. Act as champions for public education in Philadelphia, supporting District governance by communicating the interest and concerns of public school communities to the Board;
2. Take on responsibility to encourage stakeholder engagement and awareness of the decision making process through the hosting of community conversations and other means;
3. Represent a diversity of stakeholder voices including, but not limited to: caregivers, community members, teachers, and others; and
4. Be available to attend and participate in monthly PCAC meetings, where a light meal and/or refreshments will be made available at in-person sessions as well as parking when possible.

Application

An individual who is a current resident of the City of Philadelphia, at least (18) years of age, and affiliated with a District or charter school may complete the online application form available on the Board's website during the application time window or submit a completed application to the Office of the Board of Education via email to schoolboard@philasd.org.

All application materials and forms will be available in the District's English and non-English languages and will be written using accessible language.

The application process will be communicated to the public in the Spring through a communications toolkit including flyers, social media, District-wide and community-facing email communications, the FACE office, press releases, trusted messenger communications through existing PCAC members, and updates on the Board's website.

Final Selection

Board staff will conduct the initial screening of applicants including reviewing submitted applications and conducting phone screenings. Selected applicants will be offered an initial interview with the designated Board PCAC Liaison(s) and Board staff.

Board staff, in collaboration with the PCAC Liaison(s) will identify applicants for a second and final round interview with the Board President.

The ~~Board President and~~ PCAC Liaison(s) will then interview and select the individuals to serve on the Parent and Community Advisory Council for a two-year term.

It is the intent of PCAC, based on the applicant pool, to select individuals that represent a variety of zip codes to include diversity of voice.

Applicants who are selected to serve as a Parent and Community Advisory Council member will be asked to sign a letter of commitment for the duration of their term.

Vacancies

In the event that a PCAC member is unable to complete their term for any reason, their seat will remain unfilled until another member is appointed during the next application time window.

THE SCHOOL DISTRICT OF PHILADELPHIA

No. 0056

SECTION: Board Bylaws

TITLE: 005 Meetings

ADOPTED: August 16, 2018¹

REVISED: March 26, 2020

0056 MEETINGS

Purpose

This policy ~~sets forth~~ **governs** the conduct and order of business for all Board of Education (“Board”) meetings. The Board reaffirms the right of the public to be present at all public regularly scheduled and special meetings of the Board. The Board also reaffirms the right of the public to have a reasonable opportunity to comment on matters of concern, matters being considered for official action of the Board, and matters that are or may come before the Board.[1][2][3][4][5][6][7][8][9][10]

The Board encourages the public to attend Board meetings and to participate in public comment opportunities, and believes the public’s involvement in education issues is critical to **the** academic success of ~~the School District’s~~ **of Philadelphia’s (“District”)** students.

Authority

The Public School Code and Philadelphia Home Rule Charter permit the Board to adopt and enforce such reasonable rules and regulations as it may deem necessary and proper for its governance as well as the management of the affairs of the District and its operations.[10][11][12][13][14]

Core Requirements

Parliamentary Authority

All Board meetings shall be conducted in an orderly and business-like manner. **A parliamentary procedure based on Robert’s Rules of Order Newly Revised** shall govern the Board in its deliberations in all cases where it is not inconsistent with applicable law or **other** Board policy. The Board’s General Counsel shall function as the parliamentarian for the Board.

Quorum

A quorum of the Board shall be a majority of the Board ~~m~~**M**embers appointed ~~[1][2][3][4][5]~~. No business shall be transacted at a meeting without a quorum of the Board present, but the Board ~~m~~**M**embers present at such a meeting may adjourn to another time. ~~[1][2]~~

Presiding Officer

¹ This policy was originally adopted as Policy 005: Meetings

The Board President shall preside over all Board meetings. In the absence, disability, or disqualification of the Board President, the Vice-President shall act instead. If neither person [6][7][8] is present, a Board ~~m~~Member shall be elected President pro tempore by a majority of those present **and voting** to preside at that meeting only. **Where no such majority is achieved on the first vote, a second vote shall be cast for the two (2) candidates who received the greatest number of votes.** The acts of any person so designated shall be legal and binding. [1][2][15][16]

Meeting Notificationsee

Notice of all open public Board meetings, including committee meetings, shall be given by publication of the date, place, and time of such meetings in the newspaper of general circulation designated by the Board and the posting of such notice at the administrative offices of the Board.[9][10][17]

1. Notice of regular meetings shall be given by publication and posting of a schedule showing the date, place and time of all regular meetings for the calendar year at least three (3) days prior to the time of the first regular meeting.
2. Notice of all special meetings shall be given by publication and posting of notice at least twenty-four (24) hours prior to the time of the meeting, except that such notice shall be waived when a special meeting is called to deal with an actual emergency involving a clear and present danger to life or property.
3. Notice of all rescheduled meetings shall be given by publication and posting of notice at least twenty-four (24) hours prior to the time of the meeting.
4. Notice of all recessed or reconvened meetings shall be given by posting a notice of the place, date and time of meeting **and sending copies of such notice to interested parties as required by the Sunshine Act.**
5. Notice of all public meetings shall be given to any newspaper circulating in Philadelphia County, ~~and~~ a radio, or television station which so requests.
6. Notice of all public meetings shall be given to any individual who so requests and provides a stamped, addressed envelope for such notification.

Written notice of all regular and special Board meetings shall be given to Board ~~m~~Members not later than twenty-four (24) hours prior to the time of the meeting.[1][3][10][17]

Notice of executive sessions, if not previously announced, shall be provided in writing to Board ~~m~~Members at least twenty-four (24) hours prior to the executive session.[3][4]

Agenda Notifications

The agenda for all open meetings of the Board or Board committees at which deliberation or official action may take place shall be posted no later than twenty-four (24) hours prior to the time of the meeting, as follows:[17]

1. **On the Board's website.**
2. **At the location of the meeting.**
3. **At the District's administrative office.**

The posted agenda shall list each matter of agency business that will or may be the subject of deliberation or official action at the meeting. [17]

Additions to the Agenda

The Board may take official action on matters not included in a posted agenda only under the following circumstances: [18]

Emergencies – The matter of business relates to a real or potential emergency involving a clear and present danger to life or property. [18][19]

Business Arising Within Twenty-Four (24) Hours Prior to the Meeting – The matter of business has arisen within twenty-four (24) hours prior to the meeting, is de minimis (minor) in nature, and does not involve the expenditure of funds or entering into a contract or agreement. [18]

Business Raised by Residents or Taxpayers During the Meeting – When a matter of Board business is raised by a resident or taxpayer during a meeting: [18]

1. The Board may take official action to refer the matter to staff, if applicable, to conduct research and include on a future Board meeting agenda; or
2. If the matter is de minimis (minor) in nature and does not involve the expenditure of funds or entering into a contract or agreement, the Board may take official action on the matter.

Majority Vote – During a meeting, the Board may add a matter of business to the posted agenda by a majority vote of the Board Members present and voting. The reason for adding an item to the posted agenda must be announced at the meeting before conducting the vote. Once announced and approved by majority vote, the Board may take official action on the item of business. The agenda shall be amended to reflect the new item of business and the amended agenda shall be posted to the Board's website and the Board Office no later than the first business day following the meeting at which the agenda was amended. [18]

The public posting of agenda requirements and rules for adding items to a posted agenda apply to both regular and special open meetings of the Board. These requirements and rules do not apply to: [17][18][20]

1. Conference sessions.
2. Executive sessions.

Action Meetings

Action meetings are **regular** meetings of the full Board which shall be public and shall be held at specific locations in accordance with the schedule established by the Board for the calendar year, which shall include at least one (1) Board meeting **every two (2) months**. [8]

The order of business for all ~~regular~~ **Action** meetings shall be set out in an agenda that is made available to the public in advance of the meeting, **and in accordance with law. The Board President in coordination with the Superintendent or their designee shall determine the agenda for all Action meetings.** The order of business for ~~regular~~ **Action** meetings shall be as ~~follows outlined in the Board Operating Guidelines~~, unless altered by the **Board President.** [10]

- ~~1. Call to Order~~
- ~~2. Roll Call~~
- ~~3. Approval of Minutes~~
- ~~4. Committee Reports~~

- ~~5. Superintendent Update~~
- ~~6. Staff presentations~~
- ~~7. Registered Speakers~~
- ~~8. Discussion of Action Items & Votes~~
- ~~9. Adjournment~~

The agenda, together with all relevant reports, shall be provided to each Board ~~m~~Member before the meeting.

Special Meetings

Special meetings may be called after the Board's regular schedule of meetings has been established to address either general or specific issues and shall be open to the public **except when conducted as an executive session for purposes authorized by law. The Board President shall call for a special meeting upon receiving written requests for a special meeting from three (3) Board Members. Upon the Board President's failure or refusal to call a special meeting, such meeting may be called at any time by a majority of the Board members. [1][3][4][5][20].**

The Board President may also call for special meetings at ~~his/her~~ **their** discretion and as necessary to conduct District business. ~~The Board President shall call for a special meeting upon receiving written requests for a special meeting from three (3) Board members. Upon the Board President's failure or refusal to call a special meeting, such meeting may be called at any time by a majority of the Board members.[5][21]~~

The Board President shall determine the agenda for all special meetings. ~~The agenda for a special meeting shall be made available to the public no later than twenty-four (24) hours before the special meeting is convened. The order of business for special meetings shall be determined according to the stated purpose of the special meeting.~~

No business may be conducted at a special meeting except for that named in the call sent to Board ~~m~~Members for such special meeting, provided that meetings may be called for general purposes.[3]

Emergency Meetings

The Board President may call for an emergency meeting when there is a real or potential emergency involving a clear and present danger to life or property. Although public notice of emergency meetings is not required by law, reasonable efforts shall be made to inform the public in a timely fashion when an emergency meeting is called.[17][18]

Committee Meetings

The Board has the authority to approve Board committees. The Board shall establish its committee structure during ~~an its at least annual~~ organization meeting. The Board may revise this committee structure throughout the year as needed.

All committee meetings shall be open to the public unless the committee meets in ~~Executive S~~session or in conference as provided by the Pennsylvania Sunshine Act. [2][3][5][4][20][21]

Board committees authorized by the Board to take official action or render advice on District business shall operate in accordance with the applicable provisions of the Sunshine Act. [10]

Board Members who are not appointed to a committee may attend any meeting of the committee

but are not eligible to vote.

Each Board committee shall be convened by the Chairperson or one of the co-Chairpersons, who shall be designated as such by the Board President and shall lead and report for the committee. Board committees shall also be assigned a District staff liaison, who is appointed by the Superintendent or designee.

Reasonable opportunity for public participation including written and spoken comment shall be included as part of the agenda of each committee meeting in accordance with this policy.

The Board is free to accept or reject recommendations or reports from committees.

Board standing committees shall be authorized by the Board to meet periodically throughout the school year. Board standing committees shall also be listed in the Board Operating Guidelines of this policy. The Board may also authorize the creation of ad hoc committees to meet on an as-needed basis. Dates, times, and agendas for committee meetings shall be posted publicly on the Board's website and in accordance with the Sunshine Act. [10]

~~Standing Committees shall meet periodically throughout the school year as outlined by Board policy. Meeting dates and times shall be posted publicly at the start of each calendar year, with the understanding that they are subject to change. [4]~~

Board/Mayor/City Council Meetings

The Board, Mayor, and City Council shall meet publicly at least twice during the school year in City Council chambers to review and discuss the administration, management, operations, and finances of the District in order to develop and adopt plans to coordinate their activities for the improvement and benefit of public education in Philadelphia. [8][9]

Public Participation

The Board reaffirms the right of the public to deliver comments, **both written and verbally**, to the Board on matters of general concern, of ~~formal~~ **official** actions of the Board, or on deliberations regarding matters that are or may be before the Board **prior to the Board taking official action.**[22]

When addressing the Board, speakers must comply with law, as well as the Board policies and Board Operating Guidelines posted on the Board's website. ~~Speakers present at a Board meeting may address the Board in accordance with law, and Board policy and administrative procedures posted on the Board website. [3][4]~~

By speaking at meetings or by submitting written testimony in advance of meetings, members of the public acknowledge that their name, comments, and written testimony are part of the public record and may be made available within the minutes of each meeting.

~~If a motion from the floor is made to amend, revise or edit a resolution on the list of proposed resolutions, or to propose a substitute for it, and the public has had a reasonable opportunity to comment on the original resolution, then the Board may proceed to vote on the amended or substituted resolution without further public comment, if the amendment, revision, edit, or substitute resolution pertains to the same subject which is addressed in the original resolution.~~

~~If a motion from the floor is used to propose a resolution which does not pertain to a subject that is already addressed in a resolution that has been posted in advance of that meeting, the Board may vote on the proposed resolution made from the floor at the next or later Board action meeting after the public has been notified of the proposed resolution and has had an opportunity to comment on the proposed resolution.~~[3][4]

~~When a Board member proposes a new resolution by a motion from the floor and the President calls for a vote at that meeting, the Board will provide for public comment before the Board takes action. If no speakers request to be heard, then the Board may proceed to vote.~~

Voting

All motions shall require for adoption a majority vote of the Board, except as provided by statute or Board policy. [1][2][7][8]

All votes on motions, **action items**, and resolutions shall be by an oral roll call vote **unless a voice vote is requested by the Board President and the minutes are not required to reflect how each Board Member voted on that item.**[7][8]

The Board President **shall establish the consent agenda for voting on resolutions or action items at regular meetings or special meetings. The Board President shall establish a process for Board Members to request items be removed from the consent agenda. Upon consideration of these requests and in advance of the meeting, the Board President will communicate to Board Members which items are on the consent agenda and which items have been separated out from the consent agenda. During the meeting, any Board Member may make a motion for a vote on any combination of submitted resolutions or to remove an item from the consent agenda to be acted upon separately during the meeting.** ~~at regular meetings or special meetings.~~

Abstention from Voting

A Board Member shall be required to abstain from voting when the issue involves either one of the following:

1. **Conflict of interest under the Ethics Act.**[23][24]
2. **Relative recommended for appointment to or dismissal from a teaching position.**[25][26]

Prior to the vote being taken, the Board Member shall verbally disclose the nature of the conflict in public and a written memorandum stating the nature of the conflict shall be attached to the Board minutes as a public record. [23]

In accordance with the Board's Ethics Policy, Board Members shall seek the guidance of General Counsel for questions related to conflicts of interest. Board Members may also seek guidance from the State Ethics Commission. [23]

Minutes

The Board shall cause to be made, and shall retain as a permanent record of the District, minutes of all ~~open~~ **public** Board meetings, **including committee meetings.** Said minutes shall be comprehensible and complete and shall include:[27][28][29]

- Date, place, and time of the meeting.
- Names of Board ~~m~~Members present.
- Presiding officer.

- Substance of all official actions taken.
- Record by individual Board ~~M~~member of the roll call votes taken.
- Names of all residents who appeared officially and the subject of their testimony.
- **Any matter added to a posted agenda, including the substance of the matter, the announced reason and the recorded vote, where applicable.**

Each Board ~~M~~member shall be provided with a copy of the minutes of the last meeting prior to the next regular meeting. The minutes of Board meetings shall be approved at the next succeeding meeting and signed by the Secretary.[2]

Notations and any audio or video recordings shall not be the official record of a public Board meeting but may be available for public access, upon request, in accordance with Board policy. Any notations and/or audiovisual recordings of a Board meeting shall be retained and disposed of in accordance with ~~the law.~~ [3][29]

Recess/Reconvene

The Board may at any time recess or reconvene to a reconvened meeting at a specified date and place, upon the majority vote of those present. The reconvened meeting shall immediately take up its business at the point in the agenda where the motion to recess was acted upon. Notice of the reconvened meeting shall be given in accordance with law and Board policy.[3][17][19]

Executive Session [9][10]

The Board may hold an executive session, which is not an **open public** meeting, before, during, at the conclusion of a public meeting, or at some other time.[4][19][20][30] [3]

The Board may discuss the following matters in executive session:

1. Employment issues.
2. Labor relations.
3. Purchase or lease of real estate.
4. Consultation with an attorney or other professional advisor regarding potential litigation or identifiable complaints **that may lead to litigation** ~~expected to be filed.~~
5. Matters that must be conducted in private to protect a lawful privilege or confidentiality, **including quasi-judicial deliberations.**
6. **School safety and security, of a nature that if conducted in public, would:**
 - **Be reasonably likely to impair the effectiveness of school safety measures.**
 - **Create a reasonable likelihood of jeopardizing the safety or security of an individual or a school, including a building, public utility, resource, infrastructure, facility or information storage system.**

The General Counsel shall announce the reason for holding the executive session; the announcement can be made at the public meeting prior to or subsequent to the executive session.

~~Beginning with the public meeting or the first public meeting after amendments to this Policy are approved, and continuing thereafter, w~~When the Board holds an executive session regarding litigation or

issues on which identifiable complaints in litigation are expected to be filed:

1. As **it** regards litigation matters not yet formally commenced, the General Counsel or **their** ~~his/her~~ designee will announce the nature of any such complaint (but not the identity of the complainant) discussed at the executive session;
2. As **it** regards litigation matters that have been filed, the General Counsel or **their** ~~his/her~~ designee shall disclose the names of the parties, the docket numbers and the court in which the litigation has been filed. The General Counsel or **their** ~~his/her~~ designee will make available a written list of the name(s) of the parties, the court and the docket numbers of the litigation at the beginning of the public meeting at which the executive session was announced or shortly after the beginning of the public meeting.

Official action on discussions held in executive session shall be taken at a public meeting. ~~{3}~~[20]

Legal References:

1. [24 P.S. §4-421](#)
2. [24 P.S. §4-422](#)
3. [24 P.S. §4-423](#)
4. [24 P.S. §4-425](#)
5. [24 P.S. §4-426](#)
6. [24 P.S. §4-433](#)
7. [24 P.S. §5-508](#)
8. [Home Rule Charter §12-209](#)
9. [Home Rule Charter §12-310](#)
10. [PA Sunshine Act](#) – 65 Pa. C.S.A. §701 et seq.
11. [24 P.S. §4-407](#)
12. [24 P.S. §5-510](#)
13. [Home Rule Charter §12-200](#)
14. [Home Rule Charter §12-300](#)
15. [24 P.S. §4-405](#)
16. [24 P.S. §4-426](#)
17. [PA Sunshine Act](#) – 65 Pa. C.S.A. §709
18. [PA Sunshine Act](#) – 65 Pa. C.S.A. §712.1
19. [PA Sunshine Act](#) – 65 Pa. C.S.A. §703
20. [PA Sunshine Act](#) – 65 Pa. C.S.A. §707
21. [Policy 005](#) - Organization
22. [PA Sunshine Act](#) – 65 Pa. C.S.A. §710.1
23. [Policy 008](#) - Ethics Policy
24. [Ethics Act](#) - 65 Pa. C.S. 1101 et seq.
25. [24 P.S. §11-1111](#)
26. [24 P.S. §11-1129](#)
27. [24 P.S. §5-518](#)
28. [PA Sunshine Act](#) – 65 Pa. C.S.A. §706
29. [PA Sunshine Act](#) – 65 Pa. C.S.A. §711
30. [PA Sunshine Act](#) – 65 Pa. C.S.A. §708

Related Information:

1. [006 Meetings](#) Board Operating Guidelines

Legal References:

1. ~~Public School Code~~ — 24 P.S. Secs. 407, 421, 423, 433, 508, 518, 609, 696, 1075
2. ~~Home Rule Charter~~ — 12-208, 12-209, 12-310
 1. ~~Pa Sunshine Act~~ — 65 Pa. C.S.A. Sec. 701 et seq.
 2. ~~Board Policy~~ — 004.1, 801

~~Administrative Procedures:~~

~~005 Administrative Procedure~~

~~Administrative Procedures~~
Board Operating Guidelines for
Board of Education Meetings
(Attachment for Policy No. 0065)

Purpose:

The **purpose of these Board Operating Guidelines is to effectuate Policy 006: Meetings, which** reaffirms the right of the public to be present at all public regularly scheduled and special meetings of the Board of Education (“Board”) and the Board’s commitment to welcoming and encouraging parents and guardians to be partners in their child’s school community. The Board also reaffirms the right of the public to have a reasonable opportunity to comment on matters of concern, matters being considered for official action of the Board, and matters that are or may come before the Board.

Committee Procedures

The Board President shall appoint Committee Members at the Board’s organization meeting or when committees are revised, where they shall serve until the next organization meeting of the Board.

The members of each Board committee shall consist of at least four (4) Board Members, including a Chairperson or two (2) co-Chairpersons appointed by the Board President. While appointing members to each committee, the Board President must ensure at least one (1) current committee member is re-appointed to that committee, unless no current committee members are seated on the Board.

Current standing Board committees include:

- I. Policy Committee
 - Meets at least twice during the year in April and November
 - Discusses and recommends the development and review of all Board policies
- II. Goals and Guardrails Committee, **a Committee** of the Whole
 - Meets regularly throughout the school year
 - Conducts monitoring of progress toward achievement of the Goals and Guardrails, interim targets, and interim indicators

Public Participation Procedures

The Board believes the public’s involvement in education issues is critical to the academic success of The School District of Philadelphia (“District”) students and encourages the

public to attend Board meetings and to participate in public comment opportunities **in accordance with these procedures.** ~~and believes the public's involvement in education issues is critical to the academic success of the District's students.~~

As a general rule, during all public meetings, all Board Members should refrain from engaging with the general public through social media, text message, and other electronic communications out of respect for the established means by which the public can engage with the Board.

Should a member of the public wish to attend a meeting and require translation services, they should call the Board of Education office at 215-400-4010 no later than 4:00 p.m. on the business day immediately preceding the meeting they would like to attend.

Meeting locations will always be physically accessible spaces to ensure that members of the public of all abilities are able to access and attend the Board's public meetings.

The Board's website also allows the public to review and submit questions on specific Action Items leading up to each Action Meeting. The form to review Action Items and submit questions can be found on the [Board's website](#).

Procedures

Written Comment

Action Meetings, Committee Meetings, Special Meetings, and Board Public Hearings

Written comments must be received no later than 4:00 p.m. on the business day immediately preceding the meeting or public hearing. A copy of properly submitted and timely received written comment will be provided to all Board Members, included in full in the record of the meeting or public hearing, and a summary of the comment will be read during the meeting or public hearing.

An exception to the above deadline will be made for members of the public who complete the speaker registration form **by no later than 4:00 p.m. on the business day immediately preceding the meeting or public hearing but do not receive an email from the Office of the Board of Education confirming their registration **as a speaker**. These individuals will **be contacted by receive an email from** Board staff **indicating they have been placed on the waitlist and** giving them until 9:00 am of the day of the meeting or public hearing to submit written comment should they choose. Such written comment will be provided to all Board Members, included in full in the record of the meeting or public hearing, and a summary of the comment will be read during the meeting or public hearing.**

Instructions to submit written comment can also be translated into non-English languages on the District's website, as needed.

~~The public may submit comments to the Board~~ **Written comments may be submitted in the following ways:**

- 1. completing the Board's "Contact Us" form on the Board website, including:**
 - a. the subject line "Board Comments"; and**
 - b. the name of the individual submitting the comments.**
- ~~2. in writing by emailing the Board at schoolboard@philasd.org, including:~~
 - a. the subject line "Board Comments"; and**
 - b. the name of the individual submitting the comments.** ~~– The public may submit comments to the Board in writing and~~
- ~~3. delivering them~~ **written comment** to the Board Office located at 440 N. Broad Street, Suite 101, Philadelphia, PA 19130, **including:**
 - a. a clear indication that the writing is intended to be a written comment; and**
 - b. the name of the individual submitting the comments.**

In the instance that a written comment is submitted in a non-English language, Board staff will have the comment/s translated into English and the comment will be included in the record of the meeting in English.

~~Comments should include the subject line "Board Comments," the name of the individual submitting the comments, and the individual's home address.~~

Note: Individuals who do not wish to share public comment, but wish to raise a concern to be addressed by the District's administration are encouraged to submit their concern to the Administration in accordance with Board Policy 906, *Addressing Student and Constituent Concerns* and its administrative procedures available on the Board's [Policy Manual webpage](#)¹ on its website.

~~All written testimony must be received 24 hours in advance of the action meeting or committee meeting at which it will be discussed. The Board will accept unlimited written testimony that has been timely submitted, and will include it in full in the record of the meeting, read a summary of the testimony during the meeting.~~

Speaker Comment and Registration

Action ~~or~~ and Committee Meetings

The public may share spoken comments with the Board by registering to address the Board at any regularly scheduled Action Meetings ~~and or~~ Committee Meetings. ~~The procedures for addressing the Board are as follows:~~

- 1. Speaker registration will open at 4:00 p.m. on the Monday (or the first business day) of the week in which the meeting will be held.**
- ~~2. Individuals must register by submitting the speaker request form (for the meeting at~~

¹ The Policy Manual is available at <https://www.philasd.org/schoolboard/policies/>

which they wish to address the Board) [Board's website](#) or by calling 215-400-5959 to register with Board staff.

- ~~3. Speaker registration will open at 4:00 p.m. on the Monday (or the first business day) of the week in which the meeting will be held.~~
4. Individuals must register no later than 4:00 p.m. on the business day immediately preceding the meeting at which they would like to speak.
- ~~5. Individuals will be registered on a first come, first served basis, subject to the following exceptions, with a limit of thirty (30) speakers per meeting. Each speaker will be given two (2) minutes to address the Board.~~
- 6. Non-Student Speakers:**
 - Individuals must register by submitting the speaker request form (for the meeting at which they wish to address the Board) available on the [Board's website](#)² or by calling 215-400-5959 to register with Board staff.
 - Non-English speakers can translate these instructions to their native language on the Board's website.
 - Individuals will be registered on a first come first served basis, subject to the following exceptions, with a limit of thirty (30) non-student speakers per meeting. Each speaker will be given two (2) minutes to address the Board.
- 7. Student Speakers:**
 - Students must register by submitting the student speaker request form (for the meeting at which they wish to address the Board) available on the [Board's website](#)² or by calling 215-400-5959 to register with Board staff.
 - Non-English speakers can translate these instructions to their native language on the Board's website.
 - Students will be registered on a first come first served basis, with a limit of fifteen (15) student speakers per meeting. Each speaker will be given three (3) minutes to address the Board.
- 8. Individuals will be registered on a first come, first served basis, subject to the following:** In order to prioritize new voices, speakers who did not speak at the ~~immediately prior~~ **most recent** public ~~a~~**Action m**Meeting will be given the opportunity to address the Board before speakers who spoke at the **most recent** ~~Board's last~~ public Action Meeting. Accordingly, speakers who spoke at the **most recent** Action ~~prior M~~meeting will **be registered** ~~speak~~ after those who did not, **subject to the maximum speaker limit.**
- 9. No individual may register to speak more than once during a meeting, but may speak on multiple topics within the time limit.**
- 10. Speakers will receive an email from the Office of the Board of Education confirming their registration. If a speaker does not receive a confirmation email, they will be placed on a primary waitlist to speak and may provide written comment as set forth above.**
- 11. In the event a confirmed registered non-student or student speaker does not appear**

² The website address is <https://www.philasd.org/schoolboard/speaker-request-form/>

at the meeting for which they are confirmed to speak, speakers on the respective primary waitlist who are present in-person or virtually will be invited to fill the registered speaker vacancy in accordance with the above procedures.

- A waitlisted non-student speaker will only be called if a confirmed non-student speaker does not appear.
- A waitlisted student speaker will only be called if a confirmed student speaker does not appear.
- The Board will not know if or how many names will be called from the waitlist until it gets to the end of the registered speaker portion of the meeting.

12. A paper sign-up sheet will also be available in the back of the meeting room for in-person secondary waitlist registration up until the commencement of the student participation portion of the meeting. The secondary waitlist will apply only to the respective speaker category (non-student or student speaker) and be utilized only if all of the available speaker spots (up to 30 non-student speakers or 15 student speakers) for that category are not used by the registered speakers or the primary waitlist for the respective category.

13. All speakers are asked to remember that Board meetings are opportunities to engage in civil discourse. Individuals may be ruled out of order if they: use vulgar, obscene, or physically threatening language.

- ~~They make any disparaging remarks of a personal nature regarding any individual, whether or not that person is present; in which case they will be directed to address their comments to the appropriate District administrator; or~~
- ~~Use any vulgar, profane, or physically threatening language.~~

14. The presiding officer may:

- Interrupt or terminate a participant's statement **or disconnect electronic access** when the statement ~~is exceeds the time period allotted under these procedures~~ **or is not related to the District, a matter being considered for official action by the Board, or a matter that may come before the Board.** ~~too lengthy, personally directed, abusive, obscene, or irrelevant.~~
- Request any individual to leave the physical meeting or disconnect electronic access when that person does not observe reasonable decorum.
- Call a recess or adjourn to another time when the lack of public decorum interferes with the orderly conduct of the meeting.
- Suspend or alter any of the procedures related to addressing the Board.

If a speaker indicates when registering they speak a non-English language, a translator will be provided **for confirmed speakers and speakers on the primary waitlist** and the speaker's time will be doubled to allow for live translation to occur.

Student Speakers

~~Current students of Philadelphia District or charter-operated schools in Philadelphia may share spoken comments with the Board by registering to address the Board at any regularly scheduled~~

Action Meetings and Committee Meetings. The procedures for addressing the Board are as follows:

- ~~1. Students must register by submitting the student speaker request form (for the meeting at which they wish to address the Board) on the [Board's website](#) or by calling 215-400-5959 to register with Board staff.~~
- ~~2. Student registration will open at 4:00 p.m. on the Monday (or the first business day) of the week in which the meeting will be held.~~
- ~~3. Students must register no later than 4:00 p.m. on the business day immediately preceding the meeting at which they would like to speak.~~
- ~~4. Students will be registered on a first come first served basis, with a limit of fifteen (15) speakers per meeting. Each speaker will be given three (3) minutes to address the Board.~~
- ~~5. In order to prioritize new voices, student speakers who did not speak at the immediately prior public action meeting will be given the opportunity to address the Board before speakers who spoke at the Board's last public action meeting. Accordingly, speakers who spoke at the prior meeting will speak after those who did not.~~
- ~~6. No individual may register to speak more than once during a meeting.~~
- ~~7. All student speakers are asked to remember that Board meetings are opportunities to engage in civil discourse. Individuals may be ruled out of order if:
 - ~~a. They make any disparaging remarks of a personal nature regarding any individual, whether or not that person is present; in which case they will be directed to address their comments to the appropriate District administrator; or~~
 - ~~b. Use any vulgar, profane, or physically threatening language.~~~~
- ~~8. The presiding officer may:
 - ~~a. Interrupt or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene, or irrelevant.~~
 - ~~b. Request any individual to leave the physical meeting or disconnect electronic access when that person does not observe reasonable decorum.~~
 - ~~c. Call a recess or adjourn to another time when the lack of public decorum interferes with the orderly conduct of the meeting.~~
 - ~~d. Suspend or alter any of the procedures related to addressing the Board.~~~~

Special Meetings & Board Public Hearings

At Special Meetings and Board Public Hearings³, the Board of Education reserves the right to modify the speaker procedures and will make announcements about the speakers procedures for these meetings at the time of the meeting's publication.

Revisions or Additions to Agenda Items

³ Public Hearings are meetings held pursuant to the requirement set forth in section 12-1310 of the Philadelphia Home Rule Charter

If a motion is made to amend, revise or edit an action item or resolution on the agenda, or to propose a substitute for it, and the public has had a reasonable opportunity to comment on the original action item or resolution, then the Board may proceed to vote on the amended or substituted action item or resolution without further public comment, if the amendment, revision, edit, or substitute resolution pertains to the same subject which is addressed in the original action item or resolution.

When a resolution or action item is added to the agenda during the meeting or within 24 hours of the meeting, in accordance with the Sunshine Act and this policy, the Board will offer a further public comment opportunity limited to the added agenda item for up to four (4) members of the public who are physically present at the meeting. If no speakers request to be heard, then the Board may proceed to vote.

Meeting Procedures

Voting

All motions require for adoption a majority vote of those Board Members present and voting, except as provided by statute or the below special voting requirements.

Special Voting Requirements

- 1. Actions requiring the affirmative votes of two-thirds of the full membership of the Board:**
 - a. Transferring, during the first three (3) months of the fiscal year, budgeted funds set apart or appropriated to a particular item of expenditure.[1]**
 - b. Appoint to a teaching position a person who has served as a Board member and who has resigned.[2][3]**
 - c. Conveying land or buildings to certain charities or other public agencies without following prescribed valuation procedures or with more favorable financing.[3][4]**
 - d. Incurring temporary debt (non-emergency).[5][6]**
 - e. Dismissing a tenured professional employee after a hearing.[3][7]**
 - f. Borrowing in anticipation of current revenue.[3][8]**
- 2. Actions requiring the affirmative votes of a majority of the full membership of the Board:**
 - a. Fixing the length of the school term.[3]**
 - b. Adopting textbooks.[3][9]**
 - c. Appointing the district Superintendent and Assistant Superintendent(s).[3][10][11]**

- d. **Appointing teachers and principals.[3]**
- e. **Adopting the annual budget.[3][6][12]**
- f. **Appointing tax collectors and other appointees.[3]**
- g. **Levyng and assessing taxes.[3][13][14]**
- h. **Purchasing, selling, or condemning land.[3][15]**
- i. **Locating new buildings or changing the location of old ones.[3]**
- j. **Creating or increasing any indebtedness.[3][16]**
- k. **Adding or increasing appropriations to meet an emergency or catastrophe.[3][6]**
- l. **Incurring temporary debt to meet an emergency or catastrophe.[3][6]**
- m. **Adopting planned instruction.[3][17]**
- n. **Establishing additional schools or departments.[3]**
- o. **Designating depositories for school funds.[3][18][19]**
- p. **Authorizing the transfer of any unencumbered balance, or portion thereof, from one appropriation to another, or from one spending agency to another.[6]**
- q. **Entering into contracts of any kind, including contracts for the purchase of fuel or any supplies where the amount involved exceeds \$100 (including items subject to bid requirements).[3][20]**
- r. **Fixing salaries or compensation of officers, teachers, or other appointees of the Board.[3]**
- s. **Entering into contracts with and making appropriations to the intermediate unit for the district's proportionate share of the cost of services provided or to be provided by the intermediate unit.[3]**
- t. **Dismissing, after a hearing, a Superintendent, Assistant Superintendent or non-tenured teacher.[3][21][22]**
- u. **Determining the location and amount of any real estate required by the school district for school purposes.[3][23][24]**
- v. **Vacating and abandoning property to which the Board has title.[3][25]**
- w. **Calling a special meeting when the President has failed to do so after written**

request of three (3) members of the Board.[26]

x. Adopting, amending or repealing Board procedures and policy.[27]

y. Combining or reorganizing into a larger school district.[28]

Audience Protocols

~~To ensure that all individuals attending public meetings of the Board have the opportunity to observe and hear the meeting and those individuals who have registered to address the Board, all members of the public attending all the meetings shall be expected to follow the below audience protocols:~~

1. ~~Turn off or~~ **Electronic recording devices and cameras, in addition to those used as official recording devices, are permitted; however, all such devices, including cell phones, and pagers, must be in silent mode and not be disruptive to others. ; and other electronic devices.**
2. Limit the displaying of signs, posters, or placards inside the room where the meeting is being held to appropriate locations.
3. Know that it is unlawful to disrupt public meetings and that individuals who do so may be prosecuted.
4. Understand that the presiding officer may instruct that an individual be removed if ~~s/he the~~ **the presiding officer determines that they are the individual is** disrupting the meeting. ~~Electronic recording devices and cameras, in addition to those used as official recording devices, shall be permitted at public meetings under guidelines established by the Board.~~

Action Meeting Agenda

Action Meetings will follow the below agenda, as applicable, unless altered by the Board President or appropriate parliamentary procedure:

- 1. Call to Order**
- 2. Roll Call**
- 3. Approval of Minutes**
- 4. Celebrating Success**
- 5. Committee Reports**
- 6. Registered Student Speakers**
- 7. Superintendent Remarks**
- 8. Presentations**
- 9. Written Comment**
- 10. Registered Speakers on General Topics**
- 11. Action Items & Votes**
- 12. New Business**
- 13. Adjournment**

Public Notice

- ~~1. Notice of regular meetings shall be given by publication and posting of a schedule~~

~~showing the date, place and time of all regular meetings for the calendar year at least three (3) days prior to the time of the first regular meeting.~~

- ~~2. Notice of all special meetings shall be given by publication and posting of notice at least twenty-four (24) hours prior to the time of the meeting, except that such notice shall be waived when a special meeting is called to deal with an actual emergency involving a clear and present danger to life or property.~~
- ~~3. Notice of all rescheduled meetings shall be given by publication and posting of notice at least twenty-four (24) hours prior to the time of the meeting.~~
- ~~4. Notice of all recessed or reconvened meetings shall be given by posting a notice of the place, date and time of meeting.~~
- ~~5. Notice of all public meetings shall be given to any newspaper circulating in Philadelphia County and a radio or television station which so requests.~~
- ~~6. Notice of all public meetings shall be given to any individual who so requests and provides a stamped, addressed envelope for such notification.~~

Legal References:

1. 24 P.S. §6-609
2. 24 P.S. §3-324
3. 24 P.S. §5-508
4. 24 P.S. §7-707
5. 24 P.S. §6-634
6. HRC §12-303
7. 24 P.S. §11-1129
8. 24 P.S. §6-640
9. Board Policy 108
10. 24 P.S. §10-1076
11. HRC §12-301
12. Board Policy 604
13. Board Policy 605
14. HRC §12-305
15. Board Policy 706
16. HRC §12-306
17. Board Policy 107
18. 24 P.S. §6-621
19. Board Policy 608
20. Board Policy 610
21. 24 P.S. §10-1080
22. 24 P.S. §5-514
23. 24 P.S. §7-702
24. Board Policy 706
25. 24 P.S. §7-708
26. 24 P.S. §4-426
27. HRC §12-209
28. 24 P.S. §2-224

THE SCHOOL DISTRICT OF PHILADELPHIA

No. 0056.1

SECTION: Board Bylaws

TITLE: Attendance at **Public**
Meetings via Electronic
Communications

ADOPTED: August 16, 2018¹

REVISED:

0056.1 ATTENDANCE AT **PUBLIC** MEETINGS VIA ELECTRONIC COMMUNICATIONS

Purpose

Members ~~of the Board of Education (“Board”) of the Board~~ are expected to attend each **public** meeting in person. However, the Board recognizes that factors such as illness, travel, schedule conflicts and weather conditions can make impossible the physical presence of a Board Member at a Board meeting, and that electronic communications can enable a Board Member to participate in a meeting from a remote location. **This policy sets forth the parameters for Board Member attendance at public meetings via electronic communications.**

Authority

The Public School Code and Philadelphia Home Rule Charter permit the Board to adopt and enforce such reasonable rules and regulations as it may deem necessary and proper for its governance as well as the management of the affairs of The School District of Philadelphia (“District”) and its operations.[1][2][3][4][5]

Core Requirements

A Board Member shall be able to attend a meeting, and participate in Board deliberations and voting, through electronic communications, but only under limited circumstances. **The Board President may also permit other necessary participants to participate in meetings via electronic communications as the Board President deems appropriate.**

~~The Board authorizes the administration to provide the equipment and facilities required to implement this policy.~~

Authority

A Board Member who attends a meeting through electronic communications shall be considered present only if the **Board Member’s electronic access allows them to hear the meeting and allows those in attendance to hear the Board Member.** ~~can hear everything said at the meeting~~

¹ This policy was originally adopted as Policy 005.1: Attendance at Meetings via Electronic Communications

~~and all those attending the meeting can hear everything said by that member.~~

If the **Board President of the Board of Education** determines either condition is not occurring, ~~she~~ **they shall may** terminate the Board Member's attendance through electronic communications.

To attend a Board meeting through electronic communications, a Board ~~m~~**Member** shall comply with the following:

1. Where practical, submit a written request to the Board President or designee at least three (3) days prior to the meeting. The Board President or designee may excuse this requirement in the event of exigent circumstances. **The Board President or designee may also receive, review, and approve a request for attendance at all meetings for a set duration of time via electronic communications.**
- ~~2. Ensure that the remote location is quiet and free from background noise and interruptions.~~
3. Participate in the entire Board ~~of Education~~ meeting.
4. **For meetings held via video conferencing software, the Board Member must be visible on the screen.**
 - **Board Members who need to step away from the camera momentarily should notify the Board's Chief of Staff or their designee.**
5. **Participate in the meeting effectively, including:**
 - **Be aware of what is in the background while on a video conference.**
 - **Use a laptop with stable wired or wireless internet connection.**
 - **Participating in public meetings from the car or a distracting environment is not appropriate.**
 - **Mute the microphone when not speaking (and remember to un-mute when starting to speak).**
 - **Ensure no visually or audibly disruptive activities are occurring in the background or foreground of video that reduce overall meeting or participant productivity.**

If the Board President deems a Board Member violates this policy, they shall consider the Board Member not present and the Board Member will not be able to participate in the meeting.

The Board Vice-President shall review and approve requests for the Board President to participate in a meeting/s virtually.

The Board authorizes the administration to provide the equipment and facilities required to implement this policy.

Emergency Conditions

In the event that City, county, state, federal public health officials or authorities, the Governor, or any similar authority with appropriate jurisdiction declares an emergency condition that prevents or discourages public gatherings due to a public health or safety concern, the Board shall be authorized to conduct meetings primarily or entirely via electronic communications to enable all Board Members and other necessary participants to fully participate in the conduct of official public Board business through

electronic communications.

Meetings held primarily or entirely via electronic communications shall be conducted in a manner that assures compliance with the public access and public comment requirements of the Sunshine Act. All rules normally applicable to in-person meetings of the Board, as well as the rules for Board Member participation in this policy, shall be observed in meetings held primarily or entirely via electronic means to the extent practicable and appropriate to the nature and features of the technology used.[6]

The requirement for Board Members to submit a request to participate in meetings through electronic communications shall be waived during such emergency conditions.

The Board authorizes the administration to utilize available technical resources to permit the public to attend and submit public comment during open meetings via electronic communications, in accordance with law and Board procedures and policy.[6][7]

Legal References:

1. [Public School Code](#) – 24 P.S. §4-407
2. [Home Rule Charter](#) – §12-209
3. [Home Rule Charter](#) - §12-200
4. [Home Rule Charter](#) - §12-300
5. [Public School Code](#) - 24 P.S. §5-510
6. [Sunshine Act](#) - 65 Pa. C.S. §701 et seq.
7. [Policy](#) 006 - Meetings

Related Information:

1. [006.1](#) Attendance at Public Meetings via Electronic Communications Board Operating Guidelines

Legal References:

- 1.—[Public School Code](#)—24 P.S. Sec. 407
- 2.—[Home Rule Charter](#)—12-209

Effective:

Revised:

**Board Operating Guidelines for
Board of Education Attendance at Meetings via Electronic
Communications
(Attachment for Policy 006.1)**

Purpose

The purpose of these Board Operating Guidelines is to effectuate Policy 006.1: Attendance at **Public** Meetings via Electronic Communications, which allows Board of Education (“Board”) members to participate in Board deliberations and voting, through electronic communications, but only under limited circumstances.

Procedures

Virtual Meeting Attendance

Virtual meeting attendance for Board members who have requested and been approved by the Board President for this flexibility will be conducted through Zoom® audio and video software.

In advance of virtual **public** meeting attendance, the Office of the Board of Education will be responsible for providing Board Members with the technology, calendar invitations, and other logistical support for effective virtual meeting attendance. This will require the Board Member to pick up any technical hardware from 440 N. Broad Street in advance of the meeting.

At the beginning of each **public** meeting, an announcement will be made noting which Board Member/s will be participating virtually and affirming that their virtual attendance has been approved by the Board President.

Requesting Virtual Meeting Attendance

To request to attend a **public** meeting(s) via electronic communications, the requesting Board Member will submit the written request through the designated form to the Board President at least three (3) days prior to the scheduled meeting. The Board President or designee may excuse this requirement in the event of exigent circumstances.

The form will ask questions including:

- Requesting Board Member name
- Reason for request
- Affirmation that the requesting Board Member will be able to participate in the meeting effectively as defined in the policy
- Whether the Board Member will be virtual for part or the entirety of the meeting

- **Duration of request (i.e. single meeting request or range of dates during which all meetings will be attended via electronic communications)**

THE SCHOOL DISTRICT OF PHILADELPHIA

No. 0067

SECTION: Board Bylaws

TITLE: Public Engagement

ADOPTED: August 16, 2018¹

REVISED:

0067 PUBLIC ENGAGEMENT

Purpose

This policy sets forth the mechanisms for ~~Board Members recognize the importance of engaging in~~ meaningful, two-way communication **between members of the Board of Education (“Board”) and the public** about the issues impacting education in ~~the~~ The School District of Philadelphia (“District”). ~~Board Members shall engage in effective internal and external communications with key stakeholder groups, constituents, and members of the larger school community.~~

~~As public officials acting on behalf of the residents of Philadelphia, Board Members have an obligation to provide constituent services but, in doing so, should not involve themselves in problem resolution or management.~~

~~Effective school governance requires Board Members to listen, ask questions, and engage in public dialogue. Board members shall seek the advice of experts with diverse viewpoints to support and strengthen their decision-making.~~

Authority

The Public School Code and Philadelphia Home Rule Charter permit the Board to adopt and enforce such reasonable rules and regulations as it may deem necessary and proper for its governance as well as the management of the affairs of the District and its operations.[1][2][3][4][5]

Delegation of Responsibility

The Office of the Board of Education shall create and maintain Board Operating Guidelines that describe the procedures to communicate, manage, and track public engagement.

Primary contact information on how to submit comments from constituents shall be shared on the Board’s website. Board staff shall be available to collect and manage constituent services at the Board Office at 440 N. Broad Street, Suite 101, Philadelphia, PA 19130.

Core Requirements

¹ This policy was originally adopted as Policy 006: Public Engagement

Communications

~~It is the intent of the~~ The Board **shall** ~~to~~ engage in effective **internal and external** communication and public engagement **with key stakeholder groups, constituents, and members of the larger school community. The Board and Board staff shall** by establishing a **and implement** timely and organized system for delivery of information **communications** about new initiatives, emergency communications, changes to Board policies, and statements on behalf of the Board, and other matters that sustain key relationships. ~~Matters not yet ripe for discussion will not be released publicly.~~[6][7]

Constituent Services

~~It is the intent of the~~ The Board **and Board staff shall** ~~that~~ **provide** constituent services ~~are provided~~ through ~~well-defined~~ protocols that **allow the Board to:**

- **Hear from school community members;** ~~facilitate the ability of the Board to resolve problems effectively,~~
- **Recognize and understand trends;**
- **Escalate to appropriate District staff when necessary; and [8]**
- ~~i~~**Identify opportunities for systems improvement.**

~~The Board recognizes that in order to guarantee fairness and equity, Board Members shall~~ **should** not confer special advantage on any employee, parent/guardian, student, vendor, or any other person or entity that is outside of the regular decision-making processes established by Board policy or by the District. ~~Rather, it is the intent of the Board to ensure that the Board and the District have well-defined points of access for constituents, creates a culture of customer service, and responds to constituent requests.~~

School Visits

Board Members recognize that school visits are a fundamental component of Board business and their work. Board Members shall commit to regularly attending school visits organized to include a diverse range of schools. Board Members shall conduct school visits to inform official business of the Board and shall follow protocols to respect the day-to-day operations of schools. [10]

Public Hearings

The Board shall hold not less than two (2) public hearings during the year, in addition to other regularly scheduled hearings, for the specific purpose of considering all school issues or problems of public interest.[9]

At least thirty (30) days prior to the scheduled hearing, the Board shall advertise the hearing in accordance with applicable law. At least fifteen (15) days prior to the scheduled hearing, interested participants may present written statements to the Board relating to proposed issues to be considered at the hearing through the Office of the Board of Education.[9]

Delegation of Responsibility

~~The Office of the Board of Education shall create Board Operating Guidelines that describe the procedures to manage the Board's engagement with the public.~~

~~Primary contact information on how to submit comments from constituents shall be shared on the Board's website. Board staff shall be available to collect and manage constituent services at the Board Office at 440 N. Broad Street, Philadelphia, PA 19130.~~

Legal References:

1. [24 P.S. §4-407](#)
2. [24 P.S. §5-510](#)
3. [Home Rule Charter](#) – § 12-209
4. [Home Rule Charter](#) – § 12-200
5. [Home Rule Charter](#) – § 12-300
6. [Policy](#) 901 - School-Community Relations Objectives
7. [Policy](#) 902 - Publications Programs
8. [Home Rule Charter](#) – § 12-310
9. [Policy](#) 906 - Addressing Student and Constituent Concerns
10. [Policy](#) 907 - School Visitors

Related Information:

1. Policy 007 Public Engagement Board Operating Guidelines

Legal References:

1. [Home Rule Charter](#) – Sees. 12-1209, 12-310

Effective:

Revised:

Board Operating Guidelines for Board of Education Public Engagement (Attachment for Policy 007)

Purpose

The purpose of these Board Operating Guidelines is to effectuate Policy 007: Public Engagement, which sets forth mechanisms for meaningful, two-way communication between members of the Board of Education (“Board”) and the public about issues impacting education in The School District of Philadelphia (“District”).

Procedures

Communications

The goal of the Board’s public engagement will be to regularly and consistently communicate with stakeholders using shared messages that highlight Board priorities, decision-making, key engagement events, and progress or results.

To execute the Board’s goals for public engagement, Board staff will regularly communicate with the public in the below ways in alignment to its current strategic communications plans:

Communication Channel
<ul style="list-style-type: none">● Facebook
<ul style="list-style-type: none">● Twitter
<ul style="list-style-type: none">● News and Press Releases (language translation available through the toolbar at the top of the page)
<ul style="list-style-type: none">● Newsletter and Supplemental E-Blasts (sent to all District staff, families, and students and available in the District’s 9 languages; to request to be added as a community member, email schoolboard@philasd.org)

In addition to the above opt-in communication channels, Board staff will regularly conduct media and external relations activities including but not limited to:

- Pitch stories to news media outlets, send out media advisories, and provide media availability for Board Leadership and Board Members
- Strategically position opinion pieces in news media to make the opinions of the Board known

- Engage elected officials and other key stakeholders to build coalition around the work and priorities of the Board

Constituent Services

The below methods can be used by constituents and will be monitored regularly by Board staff to triage the intake of any constituent outreach:

- Call the Office of the Board of Education during regular business hours at: (215) 400-4010
- Leave a message during non-regular business hours at: (215) 400-4010
- Email the Board of Education at: schoolboard@philasd.org
- Send mail or visit the Board of Education's physically accessible office located at: 440 N. Broad Street, Philadelphia, PA, 19130, Suite 101

The Board's regular office hours are Monday through Friday from 9:00am to 5:00pm. Constituents reaching out to the Board can expect a response in no more than 48 hours, and oftentimes much faster. Constituents who speak a language other than English will be supported through a translator when contacting the Board's office.

Board staff will connect the constituent to the most appropriate contact in the District for the question or concern that is raised. Board staff will also follow up with District staff to ensure the constituent's needs were adequately met.

Constituent outreach will be tracked by Board staff in a spreadsheet log that is shared weekly with Board Members. Additionally, quarterly summaries of outreach received will be provided to Board Members including:

- Types of constituents reaching out (i.e. students, parents/caregivers, staff, etc)
- Trending issues being raised
- Steps taken or recommendations made to District staff to alleviate trending issues
- Resolutions and response time

School Visits

School visits are organized for all Board Members by Board staff 1-2 times per month. To respect the school leader's time and their ability to manage their day-to-day responsibilities, each visit will last no more than 90 minutes. Board Member school visits intentionally include both District and charter-run schools of all grade types and occur throughout the academic year.

During school visits, Board Members are greeted by the school's leadership, provided a tour of the school, visit classrooms, and meet with the school's leadership to discuss areas of success and opportunities for growth and improvement within the school communities. These discussions will be rooted in the Board's adopted Goals and Guardrails to understand how the experience of school communities can inform progress towards the Board's vision for the District.

Prior to each visit, transportation can be provided for Board Members if requested and pre-approved in line with relevant Board Operating Guidelines. School information sheets

are also provided to Board Members in advance of school visits including information such as:

- | | | |
|----------------------------|---------------------------------|--|
| • Principal name | • Attendance | • SPREE |
| • Learning network | • Special Education data | (District-run) or ACE (charter-run) data |
| • Assistant Superintendent | • English Language Learner data | • Any school-specific program data |
| • Enrollment | • Suspension data | |
| • Demographics | | |

Following each school visit, Board staff shall provide the Board with a summary including attendees and highlights from the visit.

Public Hearings

Public hearings are held at least two (2) times per year and are posted on the [Board website](#), [Board calendar](#), and public notice of the meeting is provided in accordance with the Board's [Meetings policy](#). Included in the public notice will be the speaker protocols and registration instructions for each public hearing which will also be available on the [Board website](#).

Written comment can be submitted to the Board as outlined on the [Board website](#) in advance of each public hearing.

If an individual registers to speak and speaks a language other than English, a translator will be coordinated. If an individual submits written comment in a language other than English, the comment/s will be translated into English for Board Members.

Public hearings do not have defined topics and instead provide an opportunity for the public to raise topics of interest with the Board.

Public hearings will take place at the physically accessible Education Center located at 440 N. Broad Street or at other physically accessible locations in different parts of Philadelphia. All public hearings will be streamed live on the [District's website](#) and feature live American Sign Language translation.

Maintenance Schedule

Staff of the Office of the Board will conduct at least annual reviews of the above communication and constituent services guidelines to update these guidelines to put in place the best practices for public engagement.

THE SCHOOL DISTRICT OF PHILADELPHIA

No. 0078

SECTION: Board Bylaws

TITLE: ~~Code of~~ Ethics Policy

ADOPTED: August 15, 2019¹

REVISED:

0078 ~~CODE OF~~ ETHICS POLICY

Purpose

The Board of Education (**“Board”**) adopts this ~~Code of~~ Ethics Policy which shall apply to members of the Board of Education of The School District of Philadelphia (**“District”**).

This ~~Code~~ Policy is intended to instill public confidence that Board Members are performing their duties as governance officers of the District with integrity and in the best interests of the District. First and foremost, all actions taken by the Board must be designed to further the objective that every child in the City of Philadelphia has access to high-quality public schools, no matter where they live, or what they look like, or who they know.

To strengthen the public’s trust in the integrity of the Board and its Board Members, this ~~Code~~ Policy of Ethics imposes restrictions beyond those contained in the Pennsylvania Public Official and Employee Ethics Act (“Ethics Act”). [1]

Board Members shall sign an acknowledgment agreeing to maintain compliance with this ~~Code~~ Policy. Copies of the signed acknowledgment shall be maintained in the offices of the Board.

Overarching Principles

- A. Board Members shall avoid impropriety and the appearance of impropriety and shall strictly adhere to standards and conduct that promote public confidence in the Board’s governance of the District. [2][3]
- B. Board Members shall uphold the integrity and independence of the Board and perform the duties of their office impartially and diligently. [2]
- C. Board Members shall carry out the obligations of their position in a fair, impartial, and objective manner.
- D. Board Members shall not knowingly act in any way that creates an appearance of improper influence or potential conflict of interest that would violate the public’s trust.
- E. Board Members shall not use or attempt to use their position as a Board Member to obtain unwarranted privileges or advantages for themselves or others. [2][3]

Definitions

¹ This policy was originally adopted as Policy 007: Ethics Policy

Terms used herein shall have the meanings provided in the Ethics Act, unless modified herein to render a requirement more stringent. [1]

Board: The Board of Education of the ~~School District of Philadelphia~~.

Board Member(s): One or more members of the Board.

Business: Any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint stock company, receivership, trust, or any legal entity organized for profit or not-for-profit.

Business with which someone is associated: Any business in which a Board Member or a member of the Board Member's immediate family is a director, officer, owner, employee, or has a financial interest.

City: The City of Philadelphia.

~~**Code:** This Code of Ethics applicable to the Board.~~

Conflict or conflict of interest: Use by a Board Member of the authority of their office or any confidential information received through their holding public office for the private pecuniary benefit of themselves, a member of their immediate family or a business with which they or a member of their immediate family is associated. The term does not include an action having a de minimis economic impact or which affects to the same degree a class consisting of the general public or a subclass consisting of an industry, occupation or other group which includes the Board Member, a member of their immediate family or a business with which they or a member of their immediate family is associated.

De minimis economic impact: An economic consequence that has an insignificant effect.

~~**District**—The School District of Philadelphia.~~

Ethics Act: The Public Official and Employee Ethics Act, 65 Pa. C.S. §1101, *et seq.*

Financial interest: Any financial interest in a legal entity engaged in business for profit which comprises more than 5% of the equity of the business or more than 5% of the assets of the economic interest in indebtedness.

General Counsel: The General Counsel to the District and the Deputy General Counsel for Compliance and Ethics, or another attorney within the Office of General Counsel who has been designated, in writing, including electronic, by the General Counsel to carry out a particular duty or role.

Gift: Anything that is received without consideration of equal or greater value. "Gift" shall not include a commercially reasonable loan made in the ordinary course of business. The term shall not include hospitality, transportation or lodging expenses received in connection with a Board Member's performance of their role as a Board Member.

Honorarium: Payment made in recognition of published works, appearances, speeches and presentations and which is not intended as consideration for the value of such services which are nonpublic occupational or professional in nature. The term does not include tokens presented or provided which are of de minimis economic impact.

Hospitality: Includes all of the following provided in connection with the Board Member's performance of their role as a Board Member:

- (1) Meals;
- (2) Beverages;
- (3) Entertainment

The term does not include gifts, transportation or lodging.

Immediate family member: A spouse, domestic partner, parent, sibling or child. Any relationship by marriage is treated the same as relationship by blood.

Impartiality: The condition of being without bias or prejudice in favor of, or against, particular parties or classes of parties, or their representatives, and of maintaining an open mind in considering issues that may come before the Board.

Independent contractor: A person who performs professional, scientific, technical, advisory or consulting services to the Board for a fee, honorarium, or similar compensation pursuant to a contract.

Inspector General: Office of the Inspector General for the ~~School~~ District of Philadelphia.

Person: A business, governmental body, individual, corporation, non-profit, union, association, firm, partnership, committee, club or other organization or group of persons.

Transportation or Lodging expenses: Payment/reimbursement for transportation or lodging that is received in connection with a Board Member's performance of their role as a Board Member. This does not include payments or reimbursements made by the ~~School~~ District.

Authority

The Public School Code and Philadelphia Home Rule Charter permit the Board to adopt and enforce reasonable rules and regulations as it may deem necessary and proper for its governance as well as the management of the affairs of the District and its operations.

[4][5][6][7]

Core Requirements

Requirements and Restrictions

The restrictions stated herein align with, or are in addition to, those restrictions set forth in the Ethics Act, and shall be considered at least as, or more restrictive than the Ethics Act. The requirements and restrictions set forth in the Ethics Act apply to Board Members, even if not included within this ~~Code~~ **Policy**. In the event of any conflict between this ~~Code~~ **Policy** and the Ethics Act, the more restrictive provision shall apply.

- A. Board Members shall not engage in conduct that constitutes a conflict of interest.
- B. Board Members shall maintain impartiality and integrity in the conduct of the business of the District.
- C. Board Members shall abstain from recommending, participating in or attempting to influence any District action or decision in which they have a personal, family or financial interest that is different from the general public. For purposes of this provision, “participating” includes discussion and deliberation on a matter that is the subject of a vote, but does not include being present at a public meeting during discussions by others in the Board Members’ presence.
- D. Board Members shall abstain from voting in a hearing, proceeding, or other matter where voting would result in a conflict of interest. ~~in which their impartiality, independence, or integrity may be reasonably questioned.~~
- E. Board Members must disclose the existence of any financial interest or potential or actual conflict of interest of the Board Member or their immediate family member or business with which they or their immediate family are associated to the General Counsel as soon as practicable after the Board Member becomes aware of such interest or potential or actual conflict. If disclosure and/or abstention are deemed to be required, the General Counsel shall advise the Board Member and the Board, through its President (or Vice-President if the interest or conflict involves the President) and/or Chief of Staff, of such advice. The General Counsel shall have the discretion to notify the Board President and/or Chief of Staff of a determination that disclosure and/or abstention are not required.
- F. Board Members who have reason to believe their impartiality, independence or integrity might reasonably be questioned, shall report their underlying concern to the General Counsel to determine if there is a need for disclosure and/or abstention of the Board Member from a particular matter. If disclosure and/or abstention are deemed to be required, the General Counsel shall advise the Board Member and the Board, through its President (or Vice-President if the concern involves the President) and/or Chief of Staff, of such advice. The General Counsel shall have the discretion to notify the Board President and/or Chief of Staff of a determination that disclosure and/or abstention are not required.
- G. If disclosure and/or abstention are deemed to be required, the Board Members who are required to abstain from participating and/or voting shall, prior to a vote being taken, publicly announce and disclose the nature of their interest ~~and in~~ a written memorandum **shall be** filed with the person responsible for recording the minutes at which a vote is taken,

which writing shall be considered a public record. [2][8][9]

- H. Board Members shall not accept an honorarium relating to their roles as Board Members. This means receiving payment when invited to appear and talk about subjects related to their work because of their identities as Board Members, or payment for other services that appear unrelated to Board service but are out of proportion to the market value of such services. [2][8]
- I. Board Members, their immediate family members, and businesses with which they or their immediate family members are associated shall not enter into any contract valued at ~~\$5001,000~~ or more with the District or any subcontract valued at ~~\$5001,000~~ or more with any person awarded a contract with the District, unless the contract has been awarded through an open and public process, including prior public notice and subsequent public disclosure of all proposals considered and contracts awarded. In such case, the Board Member shall not have any supervisory or overall responsibility for the implementation or administration of the contract. [2][8]
- J. Board Members shall not solicit or accept anything of monetary value, including a gift, loan, political contribution, reward or promise of future employment, based on any understanding of the Board Member that the vote, official action or judgment of the Board Member would be influenced thereby. A Board Member shall report to the General Counsel all such offers from any person if the Board Member reasonably believes the offer was designed to influence the Board or could appear to be so designed. [2][8]
- K. Board Members shall not solicit, request from, suggest to, or recommend to any contractor, subcontractor, or consultant actively bidding or soliciting for a contract with the ~~School~~ District the appointment or employment of any individual in any capacity by the contractor, subcontractor or consultant. Unless with the prior disclosure to and consultation with the General Counsel, Board Members shall not solicit, request from, suggest to, or recommend to any current Board contractor, subcontractor, or consultant the appointment or employment of any individual in any capacity by the contractor, subcontractor, or consultant. The requirements in this subsection survive until one (1) year after completion of a Board Member's service on the Board.
- L. Board Members shall not be employees of the District or of a charter school that enrolls students who are residents of the City or of a charter management organization that manages a charter school that enrolls students who are residents of the City. Board Members shall disclose if any immediate family members are employees of the District or of such a charter school or charter management organization to the General Counsel. The General Counsel will determine if public disclosure of the family employment and recusal from participating or voting is required.[10]
- M. Board Members shall not have an ownership interest in, or serve on a board of trustees or directors of, a charter school or charter school management organization operating or with a direct or indirect presence in Pennsylvania. Board Members shall disclose if any immediate family members have an ownership interest in, or serve on the board of trustees or directors

of, a charter school or charter school management organization operating or with a direct or indirect presence in Pennsylvania to the General Counsel. The General Counsel will determine if public disclosure of the interest and recusal from participating or voting is required.

- N. Board Members shall not directly or indirectly act as a broker or agent who procures, or receives any compensation in connection with the procurement of bonds for the District.
- O. Board Members shall not, during service on the Board or thereafter, reveal, use, or permit the use of any confidential information, in whole or in part, without proper legal authorization by the General Counsel. Information received or otherwise accessed by a Board Member by virtue of the Board Member's service on the Board shall be considered confidential information unless such information is otherwise publicly accessible or the President of the Board or the General Counsel authorizes disclosure or release of such information.
- P. Board Members shall not use or attempt to use their position on the Board to obtain privileges or advantages for themselves or others. This would include, but is not limited to, placements at any school or program.
- Q. Board Members may not represent any individual (including themselves or immediate family members) or other person for promised or actual compensation, or in anticipation of any other financial benefit, in any matter before the Board or the District for one **(1)** year after leaving the Board, including returning as an independent contractor. ~~{2}~~**[8]**
- R. The Board values the diverse backgrounds and experiences of its Board Members and the benefit of diversity of thought and approach its Board Members bring to governance of the District and engagement with the community. The Board recognizes that a Board Member's experience is an asset to the Board and may be a reason that ~~a~~ Board Member was nominated and appointed to the Board, and that such experience may be a direct result of or related to a Board Member's professional background and livelihood. The Board believes candidates should not be dissuaded from considering service on the Board. Accordingly, Board Members who have been associated with a business that is doing business with the District or with District students, families, or staff at the time of their appointment to the Board must disclose the nature of the business association to the Board, and unless by majority vote the Board disapproves, may continue with such business association so long as the Board Member remains compliant with the Ethics Act and other applicable laws, as well as Paragraph I above and other provisions of this ~~Code~~ **Policy**.
- S. Board Members shall not themselves, nor permit any business with which they are associated to, trade on status as a Board Member or a connection to the Board. However, Board membership may be included as an item in an official bio, resume, or curricula vitae so long as doing so does not violate any provision of the Ethics Act.
- T. Board Members shall be bound by the following rules concerning gifts:

- a. Board Members shall not solicit or accept a gift of any value from any person or entity that does business with the District or seeks to do business with the District. Board Members shall not solicit or accept a gift whose value exceeds ~~\$50+00~~ \$50 from any other person or entity without disclosure to and written permission of the General Counsel, unless an exception in paragraph (d) below applies. Board Members may refer a person offering a gift to Policy 702, “Gifts, Grants, and Donations.”
- b. Board Members shall not accept or receive a gift of any value if they believe that the gift is being made to influence their votes, official actions, or judgments relating to any matter that is or is likely to come before the Board.
- c. Board Members shall not accept gifts through another person on the same terms as if the gift had been made directly to a Board Member.
- d. Unless as otherwise prohibited by the Ethics Act **or other applicable law or regulation**, the prohibitions and approval requirements set forth in this section concerning gifts shall not apply to:
 - i. Gifts from immediate family members, or other close relatives, friends, or business associates when the circumstances (ex., birthday, engagement, marriage, birth of a child, retirement) and size of the gift make clear that the motivation for the gift is based on a purely personal or family relationship and not intended to influence the Board Member’s vote or official action. For the purposes of this paragraph, the terms "friend" or “business associate” shall not include a registered lobbyist or an employee of a registered lobbyist.
 - ii. A plaque or memento of a de minimis economic impact offered as a token of esteem or appreciation on the occasion of a public appearance, speech, or the like attended by Board Members in their official capacity as Board Members. This paragraph does not include an honorarium.
 - iii. Gifts resulting solely from the Board Members’ membership in a bonafide charitable, professional, educational, labor, or trade organization when generally made available to the same class of members of such entities and not intended to influence the Board Member’s vote or official action as a Board Member.

U. Regardless of any other provision authorizing the acceptance of a gift, hospitality, transportation, or lodging, Board Members may not directly or indirectly solicit or accept any gift, gratuity, favor, entertainment, loan, or any other thing of value from a service provider participating in or seeking to participate in the schools and libraries universal service program. [11]

V. Board Members shall not solicit or accept payment for Hospitality, Transportation or Lodging or reimbursement of Hospitality, Transportation or Lodging expenses whose

value exceeds ~~\$50,000~~ from any person or entity without disclosure to and written permission of the General Counsel.

- W. Board Members shall not, while a Member, seek, hold, or accept a position as any other public official within the Commonwealth of Pennsylvania or of any county, city or other political subdivision thereof, or as any federal official, or as an official or committee member of a political party, a political campaign, or a partisan political club. A Board Member must first resign from the Board before seeking or accepting any such position. Notwithstanding the foregoing, a Board Member who held a position that would otherwise be precluded under this provision at the time they became a Board Member may complete their term so long as doing so is permissible under the Ethics Act and the Public School Code. ~~[11], but, with the exception of Board Members appointed prior to the date of adoption of this Code, may not seek, accept, or hold a subsequent term or office while a Board Member. This exemption for Board Members appointed prior to the date of adoption of this Code does not exempt the Board Member from complying with any other provisions of this Code.~~
- X. Board Members may not use their Board position, authority, influence, title or status for any political purpose, including requesting or suggesting that another Board Member or District employee participate in political activity.
- Y. Board Members may not be involved in any manner in the collection, receipt, or solicitation of contributions or anything of value intended for a political purpose.
- Z. Board Members may not engage in political activity by using Board or District resources, including campaigning for or endorsing candidates on District property. ~~[3]~~**[12]**

Annual Financial Disclosure Statement

- A. On an annual basis, Board Members must file the Statement of Financial Interests required by section 1104 of the Ethics Act for the preceding calendar year on or before May 1 of each year in which they hold a position on the Board and of the year after they leave such a position. If May 1 is not a business day, annual Statement of Financial Interests must be filed on or before the next business day. ~~[4]~~**[13]**
- B. The annual Statement of Financial Interests shall be submitted to the ~~District's Office of Talent with a copy retained by the~~ Office of General Counsel.
- C. General Counsel will provide a copy of the annual Statement of Financial Interests of each Board Member to the City's Records Department in accordance with the deadlines specified in Paragraph A of this section of the ~~Code~~ **Policy**.
- D. Annual Statements of Financial Interests filed by Board Members shall be open to inspection by the public at the City's Records Department and at the **Office of the Board of Education** ~~District's Office of Talent during normal business hours in~~

accordance with the Ethics Act. ~~[4]~~[13]

- E. As required by the Ethics Act, Board Members must disclose the name and address of the source and the amount of any gift or gifts valued in the aggregate at \$250 or more and the circumstances of each gift (or such other amount as dictated by the Ethics Act). This paragraph does not apply to a gift or gifts received from a spouse, parent, parent by marriage, sibling, child, grandchild, other family member or friend when the circumstances make it clear that the motivation for the action was a personal or family relationship. However, for the purposes of this paragraph, the term “friend” shall not include a registered lobbyist or an employee of a registered lobbyist. ~~[5]~~[14]
- F. As required by the Ethics Act, Board Members must disclose the name and address of the source and the amount of any payment for or reimbursement of actual expenses for transportation and lodging or hospitality received in connection with Board membership where such actual expenses for transportation and lodging or hospitality exceed \$650 in an aggregate amount per year (or such other amount as dictated by the Ethics Act). This paragraph shall not apply to expenses reimbursed by a governmental body or to expenses reimbursed by an organization or association of public officials or employees of political subdivisions which the Board Member serves in an official capacity. ~~[5]~~[14]
- G. As required by the Ethics Act, Board Members must disclose any office, directorship or employment of any nature whatsoever in any business entity, including a not-for-profit, and any financial interest in any legal entity engaged in business for profit. ~~[5]~~[14]

Violations

- A. Board Members who have knowledge of **or good faith reason to believe that they or another Board Member committed** a violation of, ~~or a good faith reason to believe that they or other Board Members may have violated;~~ this ~~Code~~**Policy** or the Ethics Act shall **immediately** notify the General Counsel. ~~within (72) hours or sooner, if necessary, before any Board action involving the subject of the violation or possible violation is taken.~~
- B. Board Members shall disclose to the General Counsel any official allegation that they or any other Board Members have committed a felony, misdemeanor, or summary criminal offense, other than a traffic violation, while a Board Member, in any domestic or foreign jurisdiction.
- C. General Counsel will notify the Board President and Vice-President if a Board Member takes action that is, or is alleged to be, in violation of this Policy, the Ethics Act, or any other law, other than a traffic violation. The Board President will determine if the action or alleged action **should be investigated internally or reported to the Mayor and/or**

~~the State Ethics Commission. could be considered an action that could lead the Mayor to consider removing the Board member from office and, if so, notify the Mayor of said action.~~ If the Board President is the individual accused of the violation or alleged violation, the Vice-President shall make the determination regarding **internal investigation** or notice to the Mayor **and/or State Ethics Commission.** [15]

- D. Board Members shall immediately resign from the Board if indicted of a felony in any domestic or foreign jurisdiction while serving on the Board.

Advice and Guidance

- A. Board Members should seek advice from the General Counsel when they have questions or concerns regarding their obligations under, or the applicability or meaning of, any provision of this ~~Code~~ **Policy** or the Ethics Act.
- B. Board Members shall cooperate with the State Ethics Commission, the General Counsel, the Inspector General and any other appropriate authority as directed by the General Counsel **and/or the Board President** in all matters relating to the operation and enforcement of this ~~Code~~ **Policy** and the Ethics Act.

Legal References:

1. [65 Pa. C.S.](#) §§ 1101, et seq.
2. [Policy](#) 009 - Principles of Governance and Leadership
3. [Policy](#) 828 - Suspected Financial Misconduct and Dishonesty
4. [Home Rule Charter](#) §12-200
5. [Home Rule Charter](#) §12-300
6. [24 P.S.](#) §4-407
7. [24 P.S.](#) §5-510
8. [65 Pa. C.S.](#) §1103
9. [Policy](#) 006 - Meetings
10. [24 P.S.](#) §3-324
11. [54 C.F.R.](#) §54.503(d)
12. [Policy](#) 320 - Freedom of Speech and Political Activity
13. [65 Pa. C.S.](#) §1104
14. [65 Pa. C.S.](#) §1105
15. [Home Rule Charter](#) §12-204

Related Information:

1. 008 Ethics Policy Board Operating Guidelines

Legal References:

1. ~~65 Pa. C.S. §§ 1101, et seq.~~

2. ~~65 Pa. C.S. §§ 1103~~
3. ~~Policy 320 – Freedom of Speech and Political Activities~~
4. ~~65 Pa. C.S. §§ 1104~~
5. ~~65 Pa. C.S. §§ 1105~~

Effective:

Revised:

Board Operating Guidelines for Board of Education Ethics (Attachment for Policy 008)

Purpose

The purpose of these Board Operating Guidelines is to effectuate Policy 008: Ethics, which instills public confidence that Board of Education (“Board”) Members are performing their duties as governance officers of the District with integrity and in the best interests of The School District of Philadelphia (“District”).

Procedures

Statement of Financial Interests

A [Statement of Financial Interest](#) as defined by the Ethics Act must be completed by each Board Member:

- Before taking the oath of office or entering upon duties.
- Annually by May 1 while serving on the Board.
- By May 1 of the year after leaving the Board.

If May 1 is not a business day, the annual Statement of Financial Interests must be filed on or before the next business day.

Office of the Board of Education staff (“Board staff”) and Office of General Counsel (“General Counsel”) are available to assist Board Members in meeting the deadlines to stay in compliance, but it is ultimately the individual responsibility of the Board Member to ensure they are in compliance.

Disclosure of New or Potential Conflicts of Interest

On an ongoing basis, Board Members shall provide to the General Counsel any actual or potential conflicts of interest and/or reasons for abstentions from votes. This information will be made available to Board staff and is intended to supplement the information provided on the Board Member’s Statement of Financial Interest form.

Each Board Member shall meet with General Counsel at least annually or as requested by the General Counsel or Board President to review and discuss any necessary updates to the Board Member’s actual or potential conflicts.

This information informs the identification of actual or potential conflicts of interest for the purposes of any necessary vote abstentions.

Generally speaking, a conflict of interest (actual or perceived) can take the form of both financial and non-financial relationships. Examples of such interests:

- Receipt of payment, in any form, from an organization or individual
- Ownership of stocks or shares in organizations
- Receipt of grants or funding
- Membership on the board of another organization
- Gifts
- Relationships that may impact impartiality (e.g. colleagues, family, mentor, previous supervisor/student)
- Commercial or business interests

Abstentions

Each month prior to taking any official action as a Board Member, each Board Member must review the action to be taken and identify if they believe they might have a conflict of interest.

If they identify a potential conflict of interest, they should notify via email the Board President, Chief of Staff for the Office of the Board of Education, and the General Counsel stating the action to be taken where there is a conflict and what the conflict is.

Reporting to General Counsel

Certain situations require Board Members to make a report to the General Counsel. These include:

- Board Members have reason to believe their impartiality, independence or integrity might reasonably be questioned when taking a vote
- Any offer/s from any person if the Board Member reasonably believes the offer was designed to influence the Board or could appear to be so designed

These reports should be made from the Board Member to the General Counsel through email or phone call.

Violations

Upon receipt of a concern or complaint that a Board Member has allegedly violated the Ethics Policy, the Ethics Act, or any other law, other than a traffic violation, General Counsel will notify the Board President, Vice-President, and Board Chief of Staff within 24 hours of receipt of the allegation.

The Board President will determine whether the matter should be reviewed internally by the General Counsel or some other office. That assigned reviewer will look into the facts of the allegation at the direction of the Board President and will provide a report to the Board President and Vice-President within 7 days, unless additional time is requested in order to develop the report.

In the event the Board President determines the complaint or concern should be referred to another authority such as the Mayor or State Ethics Commission, the General Counsel will support the Board President in drafting timely communication to facilitate referral of the matter.

If the Board President is the subject of an allegation, all communications and decisions will be made solely through the Vice-President and Board Chief of Staff.

If the Vice-President is the subject of the allegation, all communications and decisions will be made solely through the President and Board Chief of Staff.

Advice from General Counsel

Certain situations might require Board Members to seek advice from General Counsel. These include:

- **Understanding the Ethics Policy, Ethics Act, or any other applicable law**
- **Seeking guidance on whether a potential conflict exists**
- **Seeking written permission for the solicitation or acceptance of payment for Hospitality, Transportation or Lodging or reimbursement of Hospitality, Transportation or Lodging expenses whose value exceeds \$50 from any person or entity**

This advice should be requested from the Board Member to General Counsel through email or phone call.

THE SCHOOL DISTRICT OF PHILADELPHIA

No. 0045

SECTION: Board Bylaws

TITLE: ~~Board Norms and~~
Organization

ADOPTED: August 16, 2018¹

REVISED: January 30, 2020

0045: ~~BOARD NORMS AND ORGANIZATION~~

Purpose

~~The Board of Education (“Board”) believes that its collective authority in school governance is strengthened by the diversity of knowledge and skills demonstrated by each Board Member. This policy outlines the general norms and beliefs held by the Board in conducting its business and interacting with one another.~~

This policy sets forth how the Board of Education (“Board”) conducts ~~its~~ organization meetings, ~~meetings whereby the Board elects officers, sets its calendar, and designates committee members and officer elections.~~

Authority

~~As public officials and members of the Board, each Board member shall commit to following the norms and beliefs outlined in this policy in conducting Board business and leading the School District of Philadelphia (“District”).~~

~~In general, Board members shall commit to arriving prepared and promptly to all official business of the Board. Board meetings shall begin promptly at their advertised start time, with the exception of exigent circumstances.~~

The Public School Code and Philadelphia Home Rule Charter permit the Board to adopt and enforce such reasonable rules and regulations as it may deem necessary and proper for its governance as well as the management of the affairs of The School District of Philadelphia (“District”) and its operations.[1][2][3][4][5][6]

Core Requirements

Organization Meeting

The Board ~~shall must~~ hold an ~~annual~~ organization meeting ~~during on~~ the first week ~~Monday~~ of December². [5] **The organization meeting shall be a regular meeting. [5][7][8] The Board**

¹ This policy was originally adopted as Policy 004: Board Norms and Organization

² ~~With the exception of its first year of operation, at which time the Board must hold the Organization meeting prior to any other Board business and may identify a pro-tempore officer of the Board to facilitate the~~

shall also hold an organization meeting subsequent to a mayoral election and appointment of a new Board.

Order

All organization meetings shall be called to order by the current President or Vice-President. If there is not a current President or Vice-President, the Superintendent, in their role as Secretary of the Board, shall call the meeting to order. [7]

Officers

~~and~~ At each organization meeting, the Board shall by majority vote of all its members elect a President and a Vice-President from among its members. **Where no such majority is achieved on the first ballot, a second ballot shall be cast for the two (2) candidates who received the greatest number of votes. [1][2]. Vacancies in any office shall be filled in the same manner by Board election;** such officers shall serve for the remainder of the unexpired term. [5][7]

Officers of the Board serve at the pleasure of the Board and may be removed from such office by the affirmative vote of a majority of those present and voting.[9][10]

The same Board Member may not hold more than one (1) office of the Board. [5][7]

~~The Board must hold public meetings each month during the school year. All meetings of the Board must be public except when meeting in Executive Session, in accordance with applicable law. [1]~~

~~The Board, Mayor, and City Council shall also meet publicly at least twice during the school year in City Council chambers to review and discuss the administration, management, operations, and finances of the School District in order to develop and adopt plans to coordinate their activities for the improvement and benefit of public education in Philadelphia. [1]~~

Officers

President - ~~Shall be elected from among members of the Board by majority vote.~~ As the executive officer of the Board, the President shall preside at all meetings of the Board. **The President may call special meetings of the Board and shall call a special meeting whenever so requested by any three (3) members of the Board.** The President shall execute any and all deeds, contracts, reports, and other documents pertaining to the business of the Board which require the signature of the President. In addition, the President shall perform any duties as assigned by the Board and those responsibilities specifically delineated in the relevant portions of statutory law. [11][12] {+}

Vice-President - ~~Shall be elected from among members of the Board of Education by majority vote.~~ The Vice-President shall act in the absence of the President and as directed by the Board **shall execute any and all deeds, contracts, and other papers pertaining to the business of the Board, and perform all other duties imposed on the President.** In the absence of the Chairpersonman or vice-Chairpersonman of a standing committee, the Vice-President shall serve as the

~~Ce~~hairpersonman. [13+]

Secretary and Treasurer - The Superintendent of Schools shall serve as Secretary and Treasurer of the Board. The Superintendent of Schools shall attend all meetings of the Board, and may attend all meetings of any Board committees, except those concerned with the Superintendent's own salary, benefits, or tenure. The Superintendent shall have the right to advise on any question or matter under consideration but shall have no right to vote. As Secretary and Treasurer of the Board, the Superintendent shall perform such duties pertaining to the business of the ~~ed~~District as are required by law or as the Board may direct. [7][14][+]

Resolutions

The Board may at the organization meeting, but shall prior to July 1, designate:

- **Depositories for school funds. [15]**
- **Newspaper(s) of general circulation as defined in law. [16]**
- **Normal day, place and time for regular meetings. [17]**
- **Normal day, place and time for public standing committee meetings.**

Delegation of Responsibility

~~School Board Committees~~

~~Board Committees are an opportunity for Board Members to engage in public dialogue and establish, review, analyze, and discuss policy recommendations prior to consideration by the full Board.~~

~~The Board may establish Committees (standing or ad hoc) through a majority vote of the Board to assist in its governance of the School District and its charter authorizing business, in accordance with its own policy.~~

~~Expenses~~

~~While Board Members serve without compensation, district funds may be used to reimburse them for reasonable and necessary expenses incurred in the performance of their official duties.~~

~~The Board President must authorize the Board business before a Board Member incurs any expenses. Reimbursements shall be approved for necessary expenses incurred for Board business.~~

~~Travel expenses of spouses or other persons who have no responsibilities or duties to perform of the Board when they accompany Board Members during their Board-related activities shall not be reimbursed.~~

~~The District may issue to Board Members resources, including but not limited to transportation, necessary to review their documents and perform their duties.~~

~~The Board President shall execute this policy in adherence to Board Operating Guidelines~~

adopted by the Board.

Communications

~~It is the intent of the Board to engage in effective communication and public engagement by establishing a timely and organized system for delivery of information about new initiatives; emergency communications, changes to Board policies, and statements on behalf of the Board. The Board shall adopt a policy that delegates responsibility to the Office of the Board of Education to manage and support effective communication between the Board and constituents.~~

School Visits

~~Board members recognize that school visits are a fundamental component of their work. Board members commit to prioritizing regular school visits organized include to a diverse range of schools. Board members shall conduct school visits to inform official business of the Board and shall follow protocols to respect the day-to-day operations of schools.~~

Orientation

~~The Board believes that the preparation of each Board Member for the performance of **their** duties is essential to the effectiveness of the Board's functioning. In order to contribute to productive and thoughtful governing, Board Members are expected to:~~

- ~~1. Understand state and federal mandates that guide policymaking;~~
- ~~2. Familiarize themselves with the language and implications of the District's collective bargaining agreements;~~
- ~~3. Familiarize themselves with Board policies;~~
- ~~4. Understand revenue streams, current budget allocations, and key District-wide investments; and~~
- ~~5. Understand the Board's role as authorizer of charter schools in Philadelphia.~~

~~All newly appointed Board Members are required to complete, during the first year of service, a training program consisting of five (5) hours of training including:~~

- ~~1. Instruction and academic programs, one (1) hour of which must be on best practices related to trauma-informed approaches;~~
- ~~2. Personnel;~~
- ~~3. Fiscal Management;~~
- ~~4. Board Goals and priorities;~~
- ~~5. Operations;~~
- ~~6. Governance; and~~
- ~~7. Ethics and Open Meetings.~~

~~All reappointed Board Members must complete three (3) hours of instruction, within one (1) year after re-election or re-appointment, including:~~

- ~~1. Relevant changes to federal and state public school law and regulations;~~
- ~~2. Fiscal Management;~~
- ~~3. Trauma-informed approaches; and~~
- ~~4. Other information deemed necessary by the Pennsylvania Department of Education~~

~~The Office of the Board of Education shall establish and implement a program to execute and~~

~~manage necessary trainings and orientations for Board members.~~

Legal References:

1. [24 P.S. §4-407](#)
2. [24 P.S. §4-422](#)
3. [24 P.S. §4-423](#)
4. [PA Sunshine Act](#) – 65 Pa.C.S. §710
5. [Home Rule Charter](#) §12-209
6. [Home Rule Charter](#) §12-300
7. [Home Rule Charter](#) §12-208
8. [24 P.S. §4-421](#)
9. [P.A. Const.](#) Art. 6 §7
10. [Policy](#) 006 - Meetings
11. [24 P.S. §4-426](#)
12. [24 P.S. §4-427](#)
13. [24 P.S. §4-428](#)
14. [24 P.S. §4-431](#)
15. [24 P.S. §4-621](#)
16. [24 P.S. §4-106](#)
17. [24 P.S. §4-421](#)

Related Information:

1. [005 Organization](#) Board Operating Guidelines

~~Legal References:~~

- ~~1. [Home Rule Charter](#) – 12-1208, 12-1209~~
- ~~2. [Public School Code](#) – 24 P.S. Secs. 401, 403, 421, 422, 423~~
- ~~3. [PA Sunshine Act](#) – 65 Pa.C.S. Secs. 701-716~~
- ~~4. Board Policy 004.1~~

THE SCHOOL DISTRICT OF PHILADELPHIA

No. 009

SECTION: Board Bylaws

TITLE: Principles of
Governance and Leadership

ADOPTED:

REVISED:

009 PRINCIPLES OF GOVERNANCE AND LEADERSHIP

Purpose

This policy sets forth the norms and principles of governance and leadership for members of the Board of Education (“Board”) of The School District of Philadelphia (“District”).

Authority

The Public School Code and Philadelphia Home Rule Charter permit the Board to adopt and enforce such reasonable rules and regulations as it may deem necessary and proper for its governance as well as the management of the affairs of the District and its operations.[1][2][3][4]

Core Requirements

Board Members shall adhere to the below principles:

Lead Responsibly

- Fully prepare for, attend, and actively participate in Board meetings
- Work together with civility and cooperation, respecting that individuals hold differing opinions and ideas
- Participate in professional development, training, and Board retreats
- Collaborate with the Superintendent, acknowledging their role as the 10th member of the Board
- Always treat District staff respectfully both in public and private settings

Act Ethically [5]

- Never use the position for improper benefit to self or others
- Avoid actual or perceived conflicts of interest
- Recognize Board Members do not possess any authority outside of the collective Board
- Accept that when the Board has made a decision, it is time to move forward collectively and constructively

Plan Thoughtfully [6]

- Implement a collaborative strategic planning process
- Set annual goals that are aligned with comprehensive plans, recognizing the need to adapt as situations change

- Review and authorize a comprehensive financial plan and master facilities plan that anticipates short and long-term needs
- Allocate resources to effectively impact student success

Evaluate Continuously [6]

- Make data-informed decisions
- Evaluate the Superintendent annually
- Conduct a Board self-assessment on an at least annual basis
- Focus on student growth and achievement
- Review effectiveness of all comprehensive and strategic plans

Communicate Clearly [6] [7]

- Promote open, honest, and respectful dialogue among the Board, staff, and community
- Acknowledge and listen to varied input from all stakeholders
- Promote transparency while protecting necessary confidential matters
- Set expectations and guidelines for individual Board Member communication
- Individual Board Members communicate back to full Board a summary of any outside/one-off meetings conducted in their official capacity as a Board Member

Advocate Earnestly [7]

- Promote public education as a keystone of our Commonwealth
- Engage the community by seeking input, building support networks, and generating action
- Champion public education by engaging local, state, and federal officials

Govern Effectively [8]

- Establish and adhere to rules and procedures for Board operations
- Develop, adopt, revise, and review policy routinely
- Align Board decisions to policy ensuring compliance with the PA School Code, Philadelphia Home Rule Charter, and other local, state, and federal laws
- Remain focused on the role of governance, effectively delegating management tasks to the administration

Legal References:

1. [Home Rule Charter](#) §12-200
2. [Home Rule Charter](#) §12-300
3. [24 P.S.](#) §4-407
4. [24 P.S.](#) §5-510
5. [Policy](#) 008 - Ethics Policy
6. [Policy](#) 003.1 - Goals and Guardrails
7. [Policy](#) 007 - Public Engagement
8. [Policy](#) 003 - Functions

THE SCHOOL DISTRICT OF PHILADELPHIA

No. 1100

**SECTION: Office of Auditing
Services**

**TITLE: Office of Auditing
Services**

ADOPTED:

REVISED:

1100 OFFICE OF AUDITING SERVICES

Purpose

This Policy establishes and sets forth the authority of the Board of Education's ("Board") Office of Auditing Services ("OAS"). OAS is a necessary support to the Board in its governance of The School District of Philadelphia ("District"). This includes performing Board-directed audit activities in addition to and separate from the audit and investigative activities regularly conducted by the District and Office of Inspector General.

Authority

The Public School Code and Philadelphia Home Rule Charter permit the Board to adopt and enforce such reasonable rules and regulations as it may deem necessary and proper for its governance as well as the management of the affairs of the District and its operations.[1][2][3][4][5]

Delegation of Responsibility

The Board directs OAS, or its designee or appointee, to develop and implement an annual audit plan that examines internal controls and/or compliance with Board Policy, applicable laws, and agreements with the District, Board, or Intermediate Unit. This annual audit plan shall aim to assess, establish, and maintain an effective system of internal controls and maximize efficient operations. OAS should not duplicate the annual auditing of financial statements. [6] OAS shall consider projects for inclusion in the audit plan based on factors weighing operational, legal, and fiscal risk to the District. Upon review of the annual audit plan, the Board may direct OAS to amend the annual audit plan.

At the conclusion of an investigatory audit, OAS shall discuss findings and recommendations regarding health and efficiency of the subject matter of the audit investigation with the Board, Office of General Counsel, and responsible program office. Thereafter, OAS shall issue a report summarizing findings and/or recommendations.

OAS shall develop administrative procedures that inform audit subjects of the general process used by OAS and the general areas of inquiry that may be the subject of an audit investigation.

Mandatory Regulatory Procedures

Findings of possible corruption, fraud, criminal activity, waste, abuse, mismanagement, abuse of office, misconduct, and/or conflicts of interest, shall be referred to the Office of Inspector General. [7][8]

Legal References:

1. [Home Rule Charter](#), Article XII
2. [Home Rule Charter](#), §12-200
3. [Home Rule Charter](#), §12-300
4. [24 P.S.](#) §4-407
5. [24 P.S.](#) §5-510
6. [Policy 619](#) - District Audits
7. [Policy 828](#) - Suspected Financial Misconduct and Dishonesty
8. [Policy 1200](#) - Office of the Inspector General

Related Information:

1. 1100 Office of Auditing Services Administrative Procedures

Effective:

Revised:

Administrative Procedures for Office of Auditing Services (Attachment for Policy 1100)

Purpose

The purpose of these Administrative Procedures is to detail and clarify the role and responsibilities of OAS and the audit investigation process.

Procedures

Professionalism

OAS shall adhere to the Generally Accepted Government Auditing Standards of the U.S. Government Accountability Office and the Institute of Internal Auditors and the [Employee Code of Ethics](#). OAS will conduct itself in conformity with Board policies and administrative procedures, and any applicable state and/or federal laws and regulations.

Responsibility

The scope of OAS includes, but is not limited to, the examination and evaluation of the adequacy and effectiveness of the District's governance, risk management, and internal controls as well as the quality of performance in carrying out assigned responsibilities to achieve the Board's Goals and Guardrails and District's strategic plan. This may include, but is not limited to:

- Assisting the Board in assessing effectiveness of organizations that it has granted rights and/or funds to.
- Evaluating risk exposure relating to achievement of the Board Goals and Guardrails District strategic plan.
- Evaluating the reliability and integrity of information and the means used to identify, measure, classify, and report such information.
- Evaluating the systems established to promote compliance with those Board policies, procedures, protocols, and state and federal laws and regulations which could have a significant impact on the District.
- Evaluating the means of safeguarding assets and, as appropriate, verifying the existence of such assets.
- Evaluating the effectiveness and efficiency with which resources are employed.
- Evaluating operations or programs to ascertain whether results are consistent with established objectives and goals and whether the operations or programs are being carried out as planned.

- **Monitoring and evaluating the effectiveness of the District's governance, risk management, and control processes.**
- **Reporting significant risk exposures and control issues, including fraud risks, governance issues, and other matters needed or requested by the Board.**
- **Evaluating specific operations at the request of the Board, as appropriate.**

Audit Plan

Every Spring, the OAS will develop an audit plan to identify which areas of the District will be audited in the following fiscal year. Identified audit activities will then be conducted from July 1 to June 30 and may carry across fiscal years, if necessary. The activities of OAS are systematically planned to officially probe, examine, and review practices and processes of the Board and District, as well as compliance with Board Policies and Administrative Procedures and accepted legal and business practices.

OAS should indicate which activities it will conduct with employees and whether it must arrange for the appointment of a third party contractor as an official to perform the audit investigation. OAS will follow Board Policy with regard to engagement of such services. OAS may also consult with the Office of General Counsel (OGC) when formulating the audit plan and/or the scope of audit investigations. OAS may conduct audit investigations at the direction of OGC or outside counsel for the purpose of aiding legal advice to the Board and/or District.

OAS and the Board's Chief of Staff, or their designee, will review the audit plan periodically and modify it as needed. At least annually, a summative briefing should be provided from OAS to the Board on key findings and activities. This report should also inform future audit activities.

Audit Process

All employees shall, to the extent possible, assist OAS in fulfilling its roles and responsibilities.

For the purpose of fulfilling its duties and responsibilities, OAS, with strict accountability for confidentiality and safeguarding records and information, is authorized access to District records, physical properties, and/or personnel as allowed by applicable state and federal laws and regulations and executed agreements with the District.

OAS shall have direct communication with and access to the Board, the Superintendent, and District officials to discuss audit investigation findings.

Auditors will have no direct operational responsibility or authority over any of the activities audited. Accordingly, they will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair OAS judgment.

Auditors will exhibit the highest level of professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined. Auditors will make a balanced assessment of all the relevant circumstances and not be unduly influenced by their own interests or by others in forming judgments.

These below procedures outline the high level audit activities that the OAS will implement in the course of conducting its work. Note that the below process might change slightly depending on the specific audit being completed.

Planning: OAS will review any relevant prior audits and will research policies, statutes, and other relevant materials to prepare an audit program to follow.

Notification: OAS will notify the entity or office being audited regarding the upcoming audit and its purpose, at which point an opening meeting and fieldwork will be scheduled.

Opening Meeting/Fieldwork: This phase includes OAS and the relevant leadership from the entity or office involved being audited. The audit's purpose and objective will be discussed as well as the audit program. The audit program may be adjusted based on information obtained during the opening meeting. The necessary interviews with appropriate personnel and testing will then take place.

Closing Meeting: The audit report and responses will be reviewed and discussed. This is the time for questions and clarifications from the entity or office involved being audited.

Report Drafting: The report is then drafted. The report includes such areas as the objective and scope of the audit, relevant background, and the findings and recommendations for correction or improvement. The draft report may be shared with the entity or office involved being audited for any final feedback.

Audit Report Distribution: After the report is drafted and any final feedback is incorporated, the final audit report is distributed to the relevant entity or office involved in the audit and the Board.

Reporting and Monitoring

A written report will be prepared and issued by OAS following the conclusion of each audit investigation engagement and will be distributed as appropriate. The report may include management's response and corrective action taken or to be taken in regard to the specific findings and recommendations.

The Superintendent, or designee, will be responsible for appropriate follow-up on engagement findings and recommendations until fully implemented or no longer applicable.

Reporting will also include significant risk exposures and control issues, including fraud risks, governance issues, and other matters needed or requested by senior management and the Board.

THE SCHOOL DISTRICT OF PHILADELPHIA

No. 1200

**SECTION: Office of Inspector
General**

**TITLE: Office of Inspector
General**

ADOPTED:

REVISED:

1200 OFFICE OF INSPECTOR GENERAL

Purpose

The Board of Education (“Board”) recognizes the need for independent and objective oversight in promoting integrity, efficiency and overall effectiveness in The School District of Philadelphia (“District”). The purpose of this policy is to set forth the responsibilities and authority of the Office of Inspector General (“OIG”) that were conferred by Board Action Item 2 of April 25, 2019 and codify and clarify this Policy as the document henceforth governing duties of the OIG and the obligations of District staff and other third parties concerning the OIG.

Authority

The Public School Code and Philadelphia Home Rule Charter permit the Board to adopt and enforce such reasonable rules and regulations as it may deem necessary and proper for its governance as well as the management of the affairs of the District and its operations.[1][2][3][4][5][6]

Delegation of Responsibility

The Board directs that the Inspector General (“IG”) or their designees, through the Office of Inspector General (“OIG”), conduct independent investigations on its own volition and/or in response to complaints concerning corruption, fraud, criminal activity, waste, abuse, mismanagement, abuse of office, misconduct, conflicts of interest, and/or poor stewardship of public funds (collectively referred to herein as “improper conduct”).[2]

The IG shall provide biannual updates to the Board on its work. The Board’s Chief of Staff shall communicate regularly with the IG regarding administrative matters.

The OIG shall be operationally independent and the IG shall be appointed by and report directly to the Board. The responsibilities of the OIG shall extend to investigations concerning:

- all offices, departments, divisions, units, schools, programs, and agencies of the District and Intermediate Unit 26 (“IU-26”);
- current and former employees;
- other educational entities that receive District funds;
- contractors, subcontractors, and others that directly or indirectly earn or otherwise receive funds or other benefit from the District;
- grantors and donors to the District; and
- contractors, concessionaires, lessees and lessors, licensees and licensors, anyone using District facilities, or any person or entity involved in transactions, partnering, or providing services for or with the District, whether or not involving the exchange of money.

The OIG shall coordinate with other authorities, including federal, state and local law enforcement and regulatory agencies and/or with appropriate District offices and departments. This coordination shall occur as required, unless the OIG determines that such coordination would otherwise impede an investigation or OIG independence.

The delegation of authority to the OIG in this Policy does not affect the authority and responsibility of the Board, the Superintendent, and the District to otherwise exercise their designated powers and fulfill their assigned duties.

All entities and individuals subject to investigation and reviews shall cooperate fully with the OIG by providing complete, truthful, and accurate information. The OIG shall have access to all true, correct and complete information and records, as well as all necessary or appropriate assistance in any matter investigated by the IG and concerning the business or activity of the District, IU-26, recipients of District funds, and prospective contractors or vendors. [7]

District employees are prohibited from taking or threatening to take any action in an attempt to prevent anyone from providing information to, or cooperating with, the OIG, and from retaliating against anyone for doing so. [8]

All District staff, recipients of District funds, and all other categories of individuals or entities referenced herein, shall report any knowledge of improper conduct to the OIG. [9][10]

Mandatory Regulatory Procedures

Upon completion of an investigation, the OIG shall share an internal and pre-decisional draft report with the Board, Superintendent, and OGC to afford opportunity for clarification and response to questions. It will then issue a final report, which may be available on the OIG’s website. The OIG, however, may withhold reports from any person, if such person is the subject of the investigation and disclosure may impede an investigation by a law enforcement agency. The Superintendent, or their designee, shall submit a written report to the OIG detailing action taken, or plans to correct improper conduct, or otherwise respond to findings and recommendations made in final OIG reports.

The OIG shall submit an annual report to the Board, Superintendent, and OGC that generally summarizes complaints received during the course of the year, the investigations conducted, the recommendations made, and such other information as appropriate.

Aside from the disclosures expressly authorized herein, the OIG shall keep all records of investigation confidential, including the identities of individuals who provide information in connection with an investigation, to the extent permitted by law. The OIG shall not disclose any information that would violate federal, state or local laws. The OIG shall respect employees' and contractors' due process rights as prescribed by State law, Board policies and/or applicable collective bargaining agreements.[8][11]

Legal References:

1. [Home Rule Charter](#), Article XII
2. [Board Action Item 2 of April 25, 2019](#)
3. [Home Rule Charter](#), §12-200
4. [Home Rule Charter](#), §12-300
5. [24 P.S.](#) §4-407
6. [24 P.S.](#) §5-510
7. [Policy](#) 800 - Records Management
8. [43 P.S.](#) §§1421-1428
9. [Policy](#) 828 - Suspected Financial Misconduct and Dishonesty
10. [Policy](#) 317 - Employee Conduct and Reporting Requirements
11. [15 U.S.C.](#) 7201 et seq.

Related Information:

1. 003.4 Office of Inspector General Administrative Procedures
2. [47 CFR §54.503](#)
3. [2 CFR §200.318](#)

Effective:

Revised:

**Administrative Procedures for
Office of Inspector General
(Attachment for Policy 1200)**

Purpose

The Public School Code and Philadelphia Home Rule Charter permit the Board to adopt and enforce reasonable rules and regulations as it may deem necessary and proper for its governance as well as the management of the affairs of The School District of Philadelphia (“District”) and its operations.[1][2]

These Administrative Procedures provide detail regarding the functions and operations of the Office of Inspector General (“OIG”) and the obligations of School District of Philadelphia (“District”) staff and other third parties concerning the OIG.

Definitions

Abuse: Behavior that is deficient or improper when compared with that which a reasonable person would consider a prudent and necessary operational practice. This includes intentional or improper use of resources that can include the improper use of one’s position, in a manner contrary to its rightful or legally intended use, the misuse of authority or position in wrongdoing that had an effect on either the complainant (adverse loss) or the subject (personal gain).

Fraud: A willful or deliberate act or omission by which an individual intends to unlawfully deprive through an unauthorized benefit, service, property or something of value by deception, misrepresentation or other unethical or unlawful means. Fraudulent acts include, but are not limited to:

- a. Forgery, falsification or alteration of District documents or records;
- b. Offer, payment or acceptance of bribes or gratuities;
- c. Falsification or misrepresentation of reports, time sheets, travel claims for reimbursement or other expense reimbursement claims;
- d. Authorizing or receiving compensation for time not worked;

- e. Destruction, removal, theft or inappropriate use of the District's supplies or other assets;
- f. Misappropriation of funds or impropriety in handling or reporting of money or financial transactions of the District;
- g. Accepting or soliciting anything of material value from contractors, vendors, or persons providing services to the District;
- h. Taking another's information and using it, or providing the information to others, that would lead to identity theft;
- i. Taking or using the intellectual property of the District or a third party for personal gain; or,
- j. Disclosure of confidential or proprietary information to unauthorized individuals.

Waste: The act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

Procedures

APPOINTMENT AND QUALIFICATIONS OF THE INSPECTOR GENERAL

The Inspector General (IG) shall be appointed by the Board of Education (the "Board"). The IG shall be selected without regard to political affiliation on the basis of integrity, strong leadership capability and demonstrated ability in investigations, accounting, compliance, law, management analysis, public administration, criminal justice administration or other appropriate fields. The IG should hold at appointment, or will be required to obtain within a time certain after appointment, certification as a Certified IG from the Association of Inspectors General.

EVALUATION OF THE INSPECTOR GENERAL

The IG appears before the Board twice a year to provide a briefing on the activities and progress of the office during the prior period. The OIG is also required to submit an annual report to the Board, Superintendent and the Office of General Counsel that summarizes complaints received during the calendar year, the investigations conducted, any policy and procedural recommendations that are made and any other information as is requested by the Board or Superintendent, or that the OIG deems appropriate. The IG shall, after presentation to the Board, post the same on the public website.

ALLEGATIONS REGARDING BOARD MEMBERS, INSPECTOR GENERAL OR OIG STAFF

The OIG shall refer complaints alleging a violation of criminal law(s) by a Board Member, OIG employee, or IG, to the appropriate local, state, federal law enforcement agency, or outside entity. The IG shall refer complaints regarding issues of ethics or other improper conduct within the jurisdiction of the OIG to the appropriate external administrative or civil agency. The OIG may enter into such agreements as necessary to formalize the engagement of an outside official or agency to conduct such investigations or reach out to OGC to engage independent outside counsel.

INVESTIGATIVE DUTIES AND RESPONSIBILITIES

The OIG shall:

- i. Require production of documents in accordance with the Section entitled “Cooperation with the Office of Inspector General,” *infra*.
- ii. Initiate, conduct, and coordinate investigations designed to detect, deter, prevent, and eradicate fraud, waste, financial mismanagement, fiscal misconduct, and other abuse in the District.
- iii. Investigate, inspect, review and monitor the performance of District functions, programs, policies, and procedures involving employees, District funded projects, contracts or transactions intended to benefit the District, and vendors or contractors either in response to complaints or on matters that are self-initiated by the OIG.
- iv. Refer matters to the appropriate law enforcement agency when there is reasonable grounds to believe that there has been a violation of local, state or federal law.
- v. Timely submit reports of investigations to the Board, Superintendent, OGC and issue public reports of findings, if warranted.
- vi. Make policy and procedural recommendations as necessary and then review actions taken by District offices in response to investigations to improve program performance.
- vii. Request status reports from investigated departments, offices or divisions regarding corrective actions taken to address reported findings, deficiencies, and/or recommendations and make further recommendations if necessary.
- viii. When audits, reviews or investigations conducted by the OIG disclose apparent criminal or administrative violations that could result in employee discipline or the termination of a vendor contract, the OIG shall provide relevant factual information to the appropriate District department or relevant agency for further review and investigation.
- ix. The OIG shall respect employees’ and contractors’ due process rights as prescribed by State law, Board policies, and/or applicable collective bargaining agreements.
- x. The OIG shall strive to protect any individual or entity from false complaints.

- xi. An employee may be subject to discipline by the District for, in bad faith, making an allegation, complaint, or referral to the OIG, meaning the employee knows or reasonably should know that the allegation, complaint, or referral is unfounded, is made to retaliate or harass, or is made for a purpose other than exposing improper conduct.**

CONFIDENTIAL INFORMATION

The OIG will properly protect confidential information in accordance with law.

- i. The OIG receives and investigates complaints or information from individuals employees concerning activities that may constitute a violation of law, rules, procedures, or policy that constitute fraud, abuse, and waste. The OIG shall not, after receipt of such information, disclose the identity of the complainant without their consent unless the IG determines such disclosure is necessary or required.**
- ii. OIG records containing the identities of confidential sources or other privileged and confidential information shall be appropriately safeguarded and withheld from public access.**
- iii. In making determinations regarding the release of confidential information, applicable federal, state and local laws and regulations shall be considered.**
- iv. The OIG shall abide by the Family Educational Rights and Privacy Act (FERPA). See 20 U.S.C. §1232g.**

EXAMINATION DUTIES AND RESPONSIBILITIES

The OIG:

- i. Shall require production of documents and perform examinations in accordance with the Section entitled “Cooperation with the Office of Inspector General,” infra. From the Superintendent, Board Members, District employees, department, and vendors/contractors, and schools in the district, including charter schools, regarding any matter within the jurisdiction of the OIG.**
- ii. May review all District and Board contracts as they pertain to funded projects, programs, and transactions, including contracts, documents, and applications pertaining to charter schools.**
- iii. May conduct reviews of District funded expenditures or District sponsored activities to independently determine whether:**

 - a. Activities and programs are operated in compliance with applicable laws, Board policies, administrative procedures, operating protocol, regulations, and grants/contracts;**
 - b. Revenues are being properly collected, deposited, recorded and accounted for;**
 - c. Resources or assets, including funds, property and personnel, are adequately safeguarded, controlled and used in an effective and efficient manner;**

- d. Financial and other reports are accurate and disclose information that is required by law;
 - e. There are no indicators of financial mismanagement, waste, fraud, abuse or illegal acts;
 - f. There are adequate policies, operating and administrative procedures and practices, systems or accounting controls, and internal management controls; and
 - g. There has been adequate fiscal evaluation of purchases of real property by the District.
- iv. Conduct all examinations in accordance with current Standards for the Professional Practice of Internal Auditing as issued by the Institute of Internal Auditors, Inc., or, where appropriate, in accordance with generally accepted Government Auditing Standards.
- v. Provide reasonable notice to appropriate personnel of an intent to conduct an examination in their area, except for those examinations intended to be unannounced.
- vi. If the OIG detects apparent violation of law, the matter shall be referred to the appropriate law enforcement agency when warranted.
- vii. All prospective bidders, etc. shall be informed of the authority of the OIG.

REPORTING OF WORK ACTIVITIES

- i. The OIG will conduct its affairs in accordance with Policy 1200, the Government Auditing Standards issued by the Comptroller General of the United States, and the Standards for the Professional Practice of Internal Auditing issued by the Institute of Internal Auditors: Principles and Standards for Offices of Inspectors General as published by the Association of Inspectors General.
- ii. Each completed investigation, audit, inspection, review or evaluation will result in a written report or closing memo. Such reports shall be objective, clear, concise, constructive, and timely and shall contain the professional findings, conclusions or recommendations of the OIG.
- iii. Before issuing a final report, the OIG may communicate with and schedule a meeting to review the preliminary report and response with the respective department, office, or division.
- iv. The department, office, or division shall have thirty (30) working days, or as otherwise agreed to by the IG in writing in writing, to submit a written corrective action plan, explanation and/or rebuttal to any examination, review or investigative findings before the report is finalized, and such timely submitted corrective action plan, explanation or rebuttal shall be attached verbatim to the final report.
- v. This section shall not apply when the investigation, examination, or review reports are referred to a law enforcement agency, state attorney, Attorney General or United States Attorney and it is determined that supplying the affected person or entity with such report will jeopardize a pending criminal investigation.

- vi. A final report shall be submitted to the Board, the Superintendent, and the relevant department heads. Final reports may be posted on the OIG's website.¹
- vii. The OIG shall prepare an annual report summarizing the activities of the office during the immediately preceding calendar year. The annual report shall be submitted to the Board and the Superintendent and shall be posted on the Inspector General's website.

REPORTING IMPROPER CONDUCT TO OIG

To make a report of improper conduct to the OIG, the OIG shall maintain a hotline and/or bulk email account.

- You may call 215-400-8477; or
- Email inspectorgeneral@philasd.org.
- Other means of reporting include:
 - @PhillySchoolOIG on Twitter;
 - Visiting the OIG on the first floor of the Education Center at 440 N. Broad Street, Suite 1066; and
 - Writing a letter for delivery.

COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL

- i. In conformity with Policy 008 - Ethics Policy, Policy 300 - Employee Code of Ethics, allegations of improper conduct must be reported. District employees shall report allegations of fraud to the OIG.
- ii. No employee or Board Member may retaliate or discriminate against individuals who report improper conduct in conformity with Board policy and applicable law.
- iii. The OIG shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes, meetings, data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed, or used by the District, which includes information regarding District vendors or any other partnership, corporation, or organization that may be involved with the District, as deemed necessary in performing investigative and/or examination activities and other requested information, including automated or electronic data, pertaining to business of the Board and District within their custody.
- iv. The OIG shall have access to all District employees, including unrestricted interview privileges.² The OIG shall have direct and prompt access to the head of any District department, division or school when necessary for any purpose pertaining to the performance of their duties and responsibilities.

¹ Not all investigative materials are subject to public access. See [Board Policy 801- Public Records](#).

² Represented employees may have representation during interviews as allowed by the applicable collective bargaining agreement.

- v. At all times the OIG shall have access to any building or facility that is owned, operated or leased by the District in conformity with applicable agreements for the use of real property.
- vi. All District employees shall provide the OIG with requested information and records within their custody for the purposes of conducting an investigation, review or examination, as well as provide assistance to the OIG in locating assets and obtaining records and documents as needed for an investigation or examination.
- vii. The IG may review all District contracts as they pertain to District/Board funded projects, programs, contracts and transactions, or transactions where the District/Board is the beneficiary. All prospective bidders, proposers, vendors, and contractors doing business with the District shall be informed of the authority of the OIG to conduct such contract reviews.
- viii. Refusal to cooperate with the OIG may result in disciplinary charges up to and including termination for employees, or termination, debarment, or other action for contractors.
- ix. The OIG reserves the right to seek enforcement of requests for documents or interviews through the appropriate administrative or law enforcement channels.

REFERRALS TO OUTSIDE AGENCIES AND INTERNAL UNITS – EFFICIENCY AND COORDINATION

- i. The OIG shall refer matters to the appropriate District office or outside agencies, as provided for in Policy 1200, and shall keep a record of each referral, which is exempt from public access.
- ii. If an outside agency to which the OIG has referred a complaint later determines that the OIG has more appropriate jurisdiction to investigate the matter, the OIG may reopen the matter and proceed with the investigation. The OIG shall keep a record of each returned referral which is exempt from public access.

Maintenance Schedule

These Administrative Procedures shall be reviewed upon review of the associated Policy, or upon a triggering event.

Related Information

- [Employee Code of Ethics](#)
- [Board Policy 008](#)
- [Association of Inspectors General](#)

THE SCHOOL DISTRICT OF PHILADELPHIA

No. 0020

SECTION: Board Bylaws

TITLE: **Authority and Power**

~~Foundations & Basic~~

~~Commitments~~

ADOPTED: August 16, 2018¹

REVISED:

0002: **AUTHORITY AND POWER** ~~FOUNDATIONS & BASIC COMMITMENTS~~

Purpose

~~A school~~ **The Board of Education (“Board”)** is a legal entity for providing a system of public education within **the City of Philadelphia**. ~~each school district in the Commonwealth of Pennsylvania. This policy sets forth generally the Board’s authority, powers, and core duties of the Board and individual Board Members.~~

Authority

The Board of Education (“~~The Board~~”) is the **collective body constituted to: (1) serve as the governing body responsible for overseeing all policies and budgetary decisions of the School District of Philadelphia (“The District”); Additionally, the Board serves (2) appoint, manage, direct, and evaluate the Superintendent; and (3) as the authorizer for all charter schools in Philadelphia. The Board is made up of nine Board Members who serve collectively in the best interest of every student in Philadelphia.** [1][2][3][4][6][5]

Definitions

~~Administrative Procedures~~ – written documents based on policy that outline and describe the means by which a policy should be implemented, specific responsibilities or action steps, consequences for violations, and could include sample forms or guides.

~~Board Policies~~ – general written statements by the Board defining its expectations or position on a particular matter and authorizing or delegating responsibilities to implement appropriate actions to govern those expectations. Board policies authorize a framework within which the Superintendent and staff can implement assigned duties with positive direction. Policies are broad principles adopted by the Board to chart a course of action. Policies are guides for action by the administration, who then sets the rules and regulations to provide specific directions to school district personnel through administrative procedures.

Authority

¹ This policy was originally adopted as Policy 000: Foundations and Basic Commitments

The Board shall have all of the powers and duties granted to it by the Public School Code of 1949 as amended, Article III of the Pennsylvania Constitution, Article XII of the Philadelphia Home Rule Charter and applicable federal and state laws and regulations.

[1][2][3][4][5][6][7][8][9][10][11][12][13][14][15][16][17]

~~The Board, in accordance with its statutory mandate, shall adopt policies for its own operation and the guidance of the Superintendent in the operation of the District in a Policy Manual. Board policies shall be consistent with law, have a rational and substantial relationship to a legitimate purpose of the Board, and be directed towards the maintenance and support of a thorough and efficient system of public education in this district.~~ [1][3][4][5][20]

The Board shall establish and/or approve such schools, District and charter, as are required for the education of every **eligible** student residing in the City of Philadelphia ~~between the ages of six (6) and twenty-one (21) years~~ who may attend school; **and shall adopt rules and regulations for the management of school affairs and the conduct and deportment of employees and students; and shall levy and collect taxes as may be necessary, in addition to the annual state appropriation, for the exercise of aforesaid powers.** [2][4][5][6][7][8][9][10][11][12][13][14][15]

[2][4][11][12][13][15][17][18][19][20][21][22][23][24][25][26][27][28]

~~Collective authority is granted to~~ The Board ~~to represents~~ the residents of Philadelphia in matters of public education. It shall establish educational goals and academic standards for District schools and govern an educational program designed to meet those goals and standards to support student achievement. The Board shall provide direction for establishing, maintaining and evaluating educational programs in **District public schools**, and for enforcing mandatory laws and regulations ~~through the maintenance of a Policy Manual.~~ **Pursuant to this authority, the Board has authorized Goals and Guardrails, its governance framework, as a tool to align and prioritize District resources to support student achievement.**

[3][4][7][8][9][11][12][13][14][18][23][27][29]

The powers of the Board are not vested in the individual **Board** Member or Officer(s). No such individual is authorized to act on behalf of the Board to carry out any of the Board's authorized powers, except for those acts stated in law. [1][3][4][6][7]

The Board shall adopt **and memorialize policies in a Policy Manual** to manage its own operations and ~~set a clear, positive direction for to guide~~ the Superintendent in **the** operation of the ~~school dDistrict; that, where applicable, align to the Board's Goals and Guardrails operation of the school district.~~ [18][30] Policies shall be periodically amended by the Board, pursuant to statutory mandates, in keeping with applicable laws. Board policies shall be consistent with law, have a rational and substantial relationship to a legitimate purpose of the Board, and be directed towards the maintenance and support of a thorough and efficient system of public education in this district.

~~As applicable, all members of the school community are expected to comply with both Board policy and administrative procedures, subject to stated limitations and exceptions. However,~~
~~f~~Failure of the Board or the Administration to comply with policy, **Board Operating**

Guidelines, or administrative procedures shall not invalidate any lawful action taken. ~~[1][5]~~
~~[3][4][6][7][12][13][18]~~

Delegation of Responsibility

~~The composition, organization, duties, and powers of the Board are prescribed by the Public School Code of 1949, Home Rule Charter, and other applicable law. The Board shall exercise its collective authority in public meetings through a majority vote. [1][2][3][4][5]~~

~~As a collective body, the Board shall set clear, aligned goals that drive decision-making and policy-making to foster strategic planning and investments in support of student achievement.~~

In carrying out their **core** duties as the governing body, the Board shall:

1. Adopt operating and capital budgets; **[31]**
2. Approve investments that align with the Board's **Goals and Guardrails** priorities; **[14]**
3. Appoint and evaluate the Superintendent of Schools; **[32]**
4. **Adopt policies for its own operation and for the guidance of the Superintendent in the operation of the District; [31]**
5. Consider the values and ~~interests~~ **voice** of all stakeholders;
6. Evaluate **and audit** progress towards the District's goals; **[14]**
7. Communicate to the public the Board's ~~priorities~~, **Goals and Guardrails**, policies, and accomplishments; **[33]**
8. **Serve as authorizer of Philadelphia Charter Schools pursuant to the Charter School law; [34]**
9. **Serve as Board of Directors for Intermediate Unit 26 [35]**
10. Establish and communicate a process by which to seek public input; **[34]**
11. **Establish and maintain non-voting Student Representatives; [29][36] and**
12. **Establish and maintain a Parent and Community Advisory ~~Council-Committee.~~ [37][38]**

As individual members and public officials, it is the duty of Board Members to build public confidence in their management of the ~~School~~ District and operate under the highest ethical standards. **[39]**

In carrying out their duties as a member of the Board, a Board Member shall:

1. Participate in Board meetings and follow parliamentary procedures;
2. Govern by adopting Board policies; ~~and~~
3. Act in a reasonable manner in the best interest of the Philadelphia's public school students; **and**
4. **Follow the Board's Principles of Governance and Leadership. [40]**

~~The Board may include language within each policy to delegate responsibilities to the Superintendent or designee to create, implement, and review administrative procedures. Administrative procedures are not part of Board policy and may be altered by the administration without formal action by the Board. Administrative procedures shall not conflict with Board policy or with applicable law.~~

Limitations

~~Board policies and administrative procedures are not intended and shall not be construed to supersede or preempt any applicable law. All Board policies and administrative procedures shall be interpreted and administered consistent with applicable law. The Board shall make the final interpretation of its policies, and the administration shall make the final interpretation of its procedures, subject to any review as determined by the Board.~~

~~Board policies and administrative procedures are not intended to create a cause of action not independently established in law.~~

~~Board policies and administrative procedures shall not preempt, create, supplant, expand or restrict the rights or liabilities of students, employees, residents or others within the school community beyond those established by law.~~

~~Rules Of Construction~~

~~In ascertaining the intent of the Board in adopting a policy of the Administration in establishing a procedure, the following presumptions, among other legally applicable presumptions, may be used:~~

- ~~a. That neither the Board nor the administration intends a result that is absurd, impossible to execute, unreasonable~~
- ~~b. That neither the Board nor the administration intends to violate federal or state Constitutions, Home Rule Charter or any other applicable law.~~
- ~~c. That the Board and the administration intend that the language used be interpreted using its ordinary meaning unless the policy or procedure explicitly defines the language otherwise.~~

~~If any policy or administrative procedure can be given multiple interpretations, the Board and the administration intend that only constitutional and lawful interpretations shall be valid, and that neither an unconstitutional nor an unlawful interpretation was intended.~~

Legal References:

1. [PA Const. Art. III Sec. 14](#)
2. [Home Rule Charter §12-100 et seq.](#)
3. [24 P.S. §2-211](#)
4. [24 P.S. §3-301](#)
5. [Home Rule Charter §12-301](#)
6. [24 P.S. §4-407](#)
7. [24 P.S. §5-510](#)
8. [Home Rule Charter §12-209](#)
9. [Home Rule Charter §12-300](#)
10. [Home Rule Charter §12-303](#)
11. [First Class City Public Education Home Rule Act – 53 P.S. § 13201 et seq.](#)
12. [State Board of Education Regulations – 22 PA Code §4.12](#)
13. [State Board of Education Regulations – 22 PA Code §4.13](#)
14. [Policy 003.1 - Goals and Guardrails](#)
15. [24 P.S. §5-503](#)
16. [24 P.S. §5-507](#)
17. [24 P.S. §5-501](#)

18. [24 P.S. §5-502](#)
19. [Home Rule Charter §12-201](#)
20. [Home Rule Charter §12-305](#)
21. [24 P.S. §5-502.1](#)
22. [24 P.S. §5-511](#)
23. [24 P.S. §8-801](#)
24. [24 P.S. §8-803](#)
25. [24 P.S. §13-1301](#)
26. [24 P.S. §13-1302](#)
27. [24 P.S. §14-1411](#)
28. [24 P.S. §18-1844](#)
29. [Home Rule Charter §12-200](#)
30. [Policy 003.2 - Policy Setting](#)
31. [Policy 604 - Budget Adoption](#)
32. [Policy 003.3 - Employment of the Superintendent](#)
33. [Policy 007 - Public Engagement](#)
34. [24 P.S. §17-1717A](#)
35. [24 P.S. §9-902A](#)
36. [Policy 004.1 - Non-Voting Student Board Representatives](#)
37. [Policy 004.2 - Parent and Community Advisory Council](#)
38. [Home Rule Charter §12-311](#)
39. [Policy 008 - Ethics Policy](#)
40. [Policy 009 - Principles of Governance and Leadership](#)

Related Information:

1. [Pennsylvania Sunshine Act](#)
2. [Public Official and Employee Ethics Act](#)

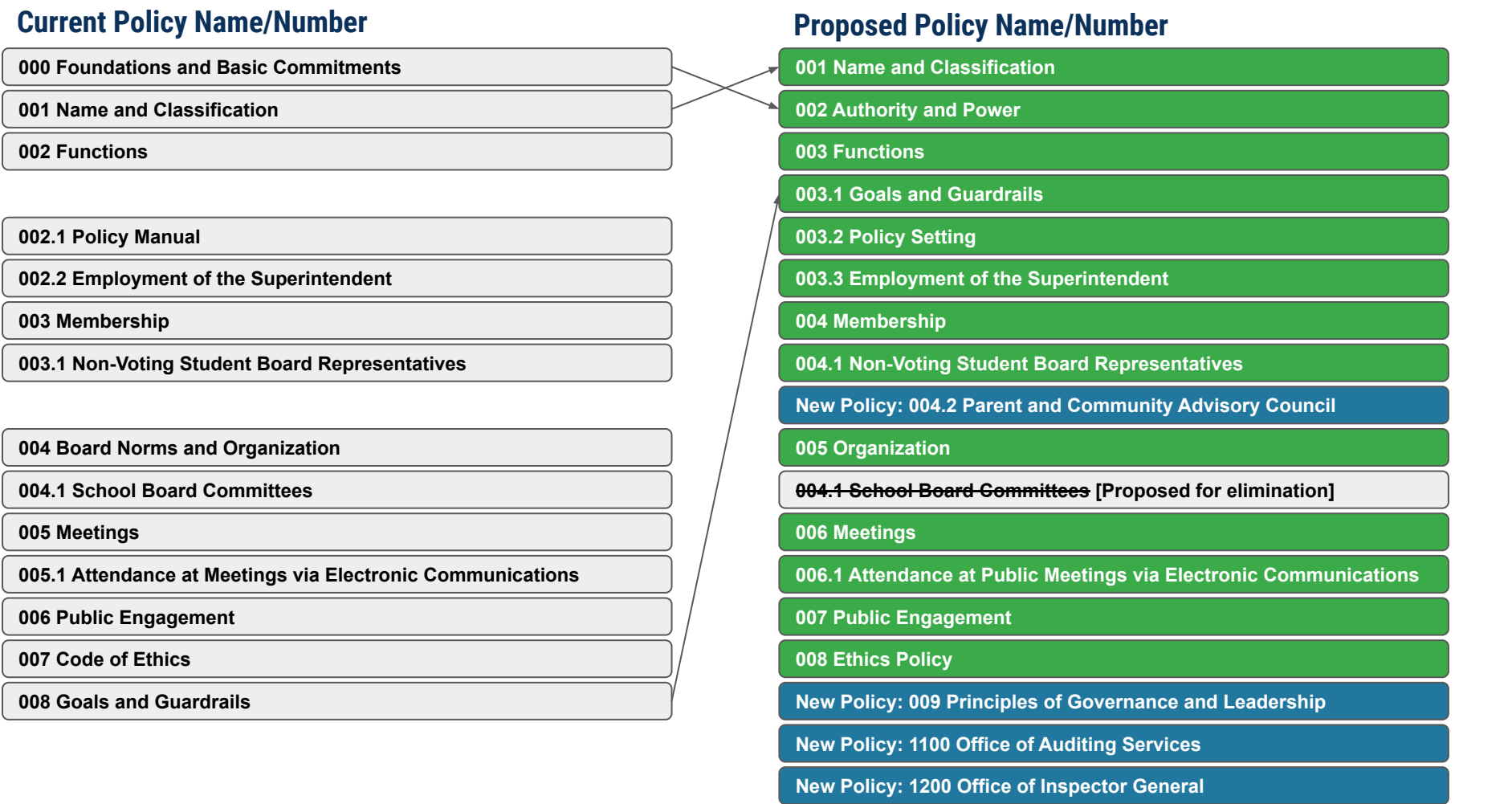
Legal References:

1. ~~Public [School Code](#) — 24 P.S. Secs. 211, 407, 501, 502, 502.1, 503, 510, 511, 693, 696, 801, 803, 1301, 1717-A, 1844~~
2. ~~[Pennsylvania Constitution](#) — PA Const. Art. III Sec. 14~~
3. ~~[Home Rule Charter](#) — Secs. 12-209, 12-300, 12-308, 12-200, 12-209, 12-300, 12-305, 12-308, 12-500~~
4. ~~[First Class City Public Education Home Rule Act](#) — 53 P.S. Sec. 13201 et seq.~~
5. ~~[State Board of Education Regulations](#) — 22 PA Code Sec. 4.13~~
6. ~~Board Policy — 000, 001, 002~~

Related Information:

1. ~~Pa Sunshine Act~~
2. ~~Public Official and Employee Ethics Act~~

Policy Naming/Numbering Crosswalk



THE SCHOOL DISTRICT OF PHILADELPHIA

No. ~~003.1~~ **004.1**

SECTION: Board Bylaws

TITLE: Non-Voting Student
Representatives

ADOPTED: August 16, 2018¹

REVISED: May 30, 2019

~~003.1~~ **004.1** NON-VOTING STUDENT REPRESENTATIVES

Purpose

This policy ~~To establish~~ the position of the non-voting ~~sStudent rRepresentatives member~~ of the Board of Education (“**Board**”) of **The School District of Philadelphia (“District”)**. The non-voting ~~sStudent rRepresentatives~~ **shall serve** on the Board in an advisory capacity to **engage with and** represent the interests of all students in Philadelphia. [1]

Authority

~~The Public School Code and Philadelphia Home Rule Charter permit the Board to Members of the Board of Education shall appoint by a majority vote of those present and voting, from among the students enrolled in Philadelphia public schools, two (2) non-voting sStudent rRepresentatives of the Board. to be non-voting members of the Board of Education. Board Members must appoint both student representatives during the Spring, for a term commencing on July 1 of that same year. [1][2]~~

~~The Board of Education will designate a Board Member to serve as a mentor to the appointed student representatives, with assistance from the Board of Education staff.~~

~~Appointments of student representatives shall be made in accordance with procedures outlined by this policy.~~

Delegation of Responsibility

The Office of the Board of Education shall develop and disseminate Board Operating Guidelines for the application and selection process of the Student Representative positions. Notice shall be sent to District **students, parents/guardians, and staff** and **the** charter school **community students, parents/guardians, and staff** with information on the application process and related procedures.

Core Requirements

The Board shall appoint and install two (2) non-voting Student Representatives. The Board

¹ This policy was originally adopted as Policy 003.1: Non-Voting Student Board Representatives

shall appoint the Student Representatives for a one (1) school year term, commencing in August. Additionally, one (1) alternate shall be appointed as an alternate non-voting Student Representative. **An oath of office will be publicly administered by the Board President or their designee to the two (2) non-voting Student Representatives and the alternate. The ~~oath will be publicly administered to the~~ alternate Student Representative shall only sit alongside the Board and participate in public Board meetings if ~~will be installed only should~~ they are called to fill a vacancy but may participate in other Student Board Representative activities be created.**

Qualifications

Student Representatives must attend a District or charter high school in Philadelphia and be a current resident of the City of Philadelphia. Student Representatives must be enrolled in their tenth (10th) or eleventh (11th) grade year while serving as the Board Student Representative.

Roles and Responsibilities

The **appointed ~~and installed~~** non-voting ~~s~~Student ~~r~~Representatives shall:

- Advise the Board ~~of Education~~ on matters in the best interest of all students in Philadelphia, **including Action Item vote recommendations and recommending the development or amendment of Board policies.**
- Serves on the Superintendent's Student Advisory Council~~and the Board of Education.~~
- Serve as leaders that represent the student voice for all Philadelphia public schools (District and ~~c~~Charter).
- Make every effort to attend and participate in all public meetings of the Board ~~of Education~~ held outside of their school day.
- Receive orientation, training, and support from the Office of the Board of Education, in relation to fulfilling their role on the Board.
- Advise on the impact of Board Policies on the students of Philadelphia.
- ~~Advise on the development or amendment of Board Policies.~~

The non-voting ~~s~~Student ~~r~~Representatives **and alternate** shall not:

- **Participate in any official votes conducted by the Board.**
- Participate in confidential Board executive sessions.
- Publically represent the intent of the Board.
- Contract on behalf of the Board or the ~~School~~ District.

Orientation and Training

The Board is committed to keeping appointed Student Representatives well informed and prepared to perform the respective duties and responsibilities outlined in their role. All appointed Student Representatives shall participate in an orientation and training following their appointment.

Mentoring and Support

The Board President shall select from interested Board Members one (1) Board Member to serve as the Board's Liaison to the Student Representatives. This Board Liaison shall serve as a mentor to appointed Student Representatives to educate and ensure that Student Representatives understand the work of the Board and acquire non-confidential knowledge of matters related to the operation of schools. The Board Liaison shall also report back to the Board on the work of the Student Representatives, provide relevant updates to the public, and coordinate necessary staff support.

The Chief of Staff of the Board of Education shall designate one (1) member of the staff of Office of the Board of Education to serve as the primary point of contact for the Student Representatives, supporting them in the functions of their roles.

Vacancies

The alternate Student Representative shall be ~~administered the oath of office installed by the Board~~ in the event ~~that~~ a Student Representative is unable to complete their term. If both Student Representatives are unable to complete their terms, the ~~Board shall install the one (1) alternate Student Representative to~~ shall carry out the duration of the term in accordance with the procedures of this policy.

Qualifications

~~Student representatives must attend a District or charter high school in Philadelphia and be a current resident of the City of Philadelphia. Student representatives must be enrolled in their eleven (11th) or twelve (12th) grade year while serving as the Board student representative.~~

Delegation of Responsibility

~~The Superintendent or designee shall develop and disseminate administrative procedures for the application and selection process of the student representative positions. An annual notification must be sent to students, parents/guardians, and staff with information on the application process and related procedures.~~

Vacancies

~~An alternative student representative may be appointed by the Board of Education in the event that a student representative is unable to complete their term. If both student representatives are unable to complete their terms, the Board of Education shall appoint two new student representatives in accordance with the procedures of this policy.~~

Term

~~Appointed student representatives shall serve not more than a single one-year term beginning July 1, ending June 30th.~~

Orientation and Training

~~The Board of Education is committed to ensuring appointed student representatives are well informed and prepared to perform the respective duties and responsibilities outlined in their role. The District's Office of Student Support Services will serve as a mentor to appointed student representatives to encourage understanding of the function of the Board and acquire knowledge of matters related to the operation of the schools.~~

Legal References:

1. [Home Rule Charter](#) – §12-201
2. [24 P.S.](#) §4-407

Related Information:

1. [004.1](#) Non-Voting Student Board Representatives Board Operating Guidelines
2. [Policy](#) 004 - Membership

Legal References:

- ~~1. — [Home Rule Charter](#) — 12-201~~
- ~~2. — Board Policy 003 Membership~~

THE SCHOOL DISTRICT OF PHILADELPHIA

No. 0034

SECTION: Board Bylaws

TITLE: Membership

ADOPTED: August 16, 2018¹

REVISED:

0034- MEMBERSHIP

Purpose

This policy sets forth the composition of the Board of Education (“Board”) for The School District of Philadelphia (“District”) including the number of Board Members, qualifications and expectations, appointment processes, the role of Student Board Representatives, vacancies, term limits, and removal.

Authority

Membership of the Board of Education (“the Board”) is prescribed by the Philadelphia Home Rule Charter. [1][2][3]

Number of Board Members

The Board shall consist of nine members. There shall also be a **two (2)** non-voting ~~s~~Student ~~advisory member~~ **Representatives** of the Board of Education **appointed and installed by the Board from among the students enrolled in the Philadelphia public schools** and an **identified** alternate ~~appointed by the Board from among the students enrolled in the Philadelphia public schools.~~ **The Superintendent shall have a seat on the Board and the right to speak on all matters, but not the right to vote.** [1][2][4][5]

Board Member Qualifications

Members of the Board shall be ~~residents registered voters~~ of the City of Philadelphia. No person shall be eligible to be appointed for more than three **(3)** full terms. [3]

Board Members shall be of good moral character, at least 18 years of age [6], and reflect the diversity of backgrounds, experience and training that is representative of the City, including but not limited to: being the parent(s) of a current or former public school student(s); having training or experience in the areas of business, finance, education, public housing, or community affairs; or, having any other such training or expertise relevant and beneficial to the operations and management of the public school system. [3]

The authority of individual Board Members is limited to participating in actions taken by the Board as a collective body. Board Members shall have authority only when acting as the

¹ This policy was originally adopted as Policy 003: Membership

collective body unless otherwise permitted by law or Board policy.

Board Member Expectations

Each Board Member shall:

1. File a ~~S~~statement of ~~F~~financial interests ~~form with the State Ethics Commission and Board Member Conflict of Interest Disclosure forms~~ before taking the oath of office or entering upon ~~his/her~~ **their** duties and annually by May 1.
2. Take and subscribe to the oath or affirmation prescribed by statute before entering the duties of the office. ~~[1][2][7]~~
3. ~~Not be engaged in a business transaction with the school district, be employed by the school district, or receive pay for services from the school district, except as provided by law. [3]~~
4. **Not have been removed from any office of trust under federal, state or local laws for any malfeasance in such office. [8][9]**
5. Adhere to **all applicable Board policies including signing an acknowledgement of the Board's Ethics and Goals and Guardrails policies** ~~District's Employee Code of Ethics. [10][11][12]~~
6. Complete **and maintain** all mandatory clearances required of volunteers by Child Protective Services Law **including the below [13][14]**
 - **Department of Human Services Child Abuse History Clearance**
 - **Pennsylvania State Police Request for Criminal History Records Check**
 - **Federal Criminal History Record Information (CHRI)**
7. **Be prepared for and attend all business meetings of the Board in compliance with established norms and policies including Policy 009. [15][16][17]**

Board Member Appointments

Board Members shall be appointed by the Mayor from lists of names submitted to ~~them~~ ~~him/her~~ by the Educational Nominating Panel, and approved by resolution by members of City Council, and in accordance with law. ~~[1][2][18][19]~~

Non-~~v~~Voting Student Representatives

Appointment of the **two (2)** non-voting ~~s~~Student ~~r~~Representatives **and alternate student representative** shall be approved by a majority vote of Board Members. ~~during the Spring, for a one-year term beginning July 1 of that same year.~~

To facilitate effective communication and to enhance the opportunity for students to participate in District governance, ~~the Board shall adopt a policy to establish the selection process and clarify~~ **set forth the** duties and responsibilities of the ~~s~~Student ~~r~~Representatives. ~~[4][5]~~

Board Member Vacancies

~~A vacancy shall be filled for the balance of the unexpired term in the same manner by which each member of the Board is appointed in accordance with law.~~ **Vacancies in the office of**

Member of the Board shall be filled as provided by law. A vacancy in the office of Member of the Board shall be filled for the balance of the unexpired term. [20]

Board Member Term

The term of office of each Board Member shall be four years, commencing on May 1 of the year a Mayor's term of office begins[†]. ~~[[~~[21]

~~A Board Member's term shall remain coterminous with the appointing Mayor's term.~~

~~A Board Member may serve up to three successive terms, if re-appointed by the Mayor. No person shall be eligible to be appointed or elected to more than three (3) full terms. [3]~~

Removal

Members of the Board shall serve at the pleasure of the Mayor. [8]

Core Requirements

Orientation and Training

The Board believes that the preparation of each Board Member for the performance of their duties is essential to the effectiveness of the Board's functioning. In order to contribute to productive and thoughtful governing, Board Members are expected to:

1. Understand state and federal mandates that guide policymaking;
2. Familiarize themselves with the language and implications of the District's collective bargaining agreements;
3. Familiarize themselves with Board policies;
4. Understand revenue streams, current budget allocations, and key District-wide investments; and
5. Understand the Board's role as authorizer of charter schools in Philadelphia.

All newly appointed Board Members and reappointed Board Members shall be required to complete the state- and legally-mandated orientation and training as outlined in the Board Operating Guidelines.

The Office of the Board of Education shall establish and implement a program to execute and manage necessary training and orientations for Board Members.

Expenses

Board Members serve without compensation; however, District funds may be used to pay for or reimburse Board Members for reasonable and necessary expenses incurred in the furtherance of their duties. [22]

The Board President or their designee must preauthorize the expense or the reimbursement before a Board Member incurs any expenses. Expenses incurred prior

to authorization are subject to denial and will be approved only at the discretion of the Board President. Reimbursements shall only be approved for necessary expenses incurred while conducting official Board business. The Board Vice-President shall review and preauthorize expenses and reimbursements for the Board President. [22]

These expense authorizations may include relevant membership in professional associations and attendance at relevant conferences. When attending professional associations and/or conferences paid for by the Board, Board Members shall participate in their official capacity as Board Members and not in a personal capacity or any other role. [23][24]

Expenses of spouses or other persons who have no official Board responsibilities or duties but are accompanying Board Members during a Board Member's Board-related activities shall not be reimbursed.

Legal References:

1. [Home Rule Charter](#) §12-200
2. [Home Rule Charter](#) §12-201
3. [Home Rule Charter](#) §12-202
4. [24 P.S.](#) §10-1081
5. [Policy](#) 004.1 - Non-Voting Student Board Representatives
6. [24 P.S.](#) §3-322
7. [24 P.S.](#) §3-321
8. [Home Rule Charter](#) §12-204
9. [24 P.S.](#) §3-323
10. [Policy](#) 300 - Employee Code of Ethics
11. [Policy](#) 008 - Ethics Policy
12. [Policy](#) 003.1 - Goals and Guardrails
13. [Policy](#) 916 - Volunteers
14. [23 Pa. C.S.](#) §6344 et seq
15. [Policy](#) 009 - Principles of Governance and Leadership
16. [Policy](#) 006 - Meetings
17. [Policy](#) 005 - Organization
18. [Home Rule Charter](#) §12-206
19. [Home Rule Charter](#) §12-207
20. [Home Rule Charter](#) §12-205
21. [Home Rule Charter](#) §12-203
22. [Policy](#) 331 - Expense Reimbursement
23. [24 P.S.](#) §5-516
24. [24 P.S.](#) §5-516.1

Related Information:

1. 004 Membership Board Operating Guidelines

Legal References:

1. [Home Rule Charter](#) —12-200, 12-201, 12-202, 12-203, 12-204, 12-205, 12-206, 12-207, 12-208, 12-209, 12-300

- 2.—[Public School Code](#)—24 P.S. Secs.301, 302, 401, 403
 - 3.—[Public Officials and Employee Ethics Act](#)—65 Pa. C.S.A. Sec. 1101 et seq.
 - 4.—Board Policy 003.1, 300
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⁴The School Reform Commission will dissolve on June 30, 2018. Governance will shift to The Board of Education commencing July 1, 2018. Board Member terms will remain coterminous with the appointing Mayor's term.

THE SCHOOL DISTRICT OF PHILADELPHIA

No. 0023.32

SECTION: Board Bylaws

TITLE: Employment of
Superintendent

ADOPTED: June 27, 1994¹

REVISED: August 16, 2018

003.3 EMPLOYMENT OF SUPERINTENDENT

Purpose

~~The Board of Education places the primary responsibility and authority for the administration of the district in the Superintendent. Therefore, selection of a Superintendent is critical to the effective leadership and management of the District.~~[1]

~~The Superintendent shall be the chief administrative and instructional officer of the District and shall be responsible for the implementation of all actions of the Board, the administration and operation of the schools subject to the policies of the Board, and the supervision of all matters pertaining to instruction in all programs under the direction of the Board.~~[18]

This policy sets forth the Board of Education's ("Board") recruitment, pre-employment, employment, renewal, removal/severance, and succession/transition planning policies for the Superintendent of The School District of Philadelphia ("District").

Authority

The Public School Code and Home Rule Charter authorize the Board, by majority vote of all its members, to elect and fix the compensation of the Superintendent of Schools, whose term shall be not more than six years, renewable at the discretion of the Board. ~~During the last year of the Superintendent's term or any other time the position of Superintendent becomes vacant, the Board shall meet to appoint, by a majority vote of all members of the Board, a properly qualified District Superintendent.~~[1][2][3][4][5]

~~The Board shall set the compensation and term of office for the Superintendent. The term shall be three to five years from the first day of July next following the appointment, renewable at the discretion of the Board.~~[3][24]

Whenever the Board finds it impossible or impractical to immediately fill a vacancy in the office of Superintendent, the Board **is authorized to** ~~may~~ appoint an acting Superintendent to serve not longer than one (1) year from the time of appointment.[4][6]

~~In the event the Board appoints an acting Superintendent, the Board shall approve and document the recruitment and assessment procedures to be used to permanently fill such vacancy in~~

¹ This policy was originally adopted as Policy 002.2: Employment of the Superintendent

accordance with Board policy.

Mandatory Regulatory Procedures:
Core Requirements

Search Preparation

The Board shall engage the larger Philadelphia community when developing the job specifications for recruiting, hiring, and on-boarding a new Superintendent. This public engagement shall include, but not be limited, to: community listening sessions and the development of a Superintendent Search Advisory Committee. The Board may procure the services of a search firm to assist with search preparation. [7][8][9]

Recruitment and Assessment of Candidates

The Board shall actively seek candidates who meet the qualifications and requirements for the position of Superintendent **as established by the Public School Code Pennsylvania Department of Education regulations, and the Board.** It may be aided in this task by a ~~committee work group of Board members~~ and/or the services of a ~~search firm professional consultants.~~ [8][9]

When undertaking a search to fill the position of Superintendent, recruitment procedures shall be prepared and may include the following:

1. Preparation of a job description for the position, written in accordance with the requirements of federal and state laws and regulations **and in alignment to the Board's Goals and Guardrails.**[5][10][11]
2. Preparation of written qualifications, in addition to applicable state requirements, for all applicants. [6][7][8][9][10][12][13][14][15][16]
3. Preparation of informative materials describing the District, the Superintendent position, and the District's educational goals.
4. Opportunity for selected applicants to visit ~~the~~ District schools; **and** meet with internal staff and external stakeholders at the Board's invitation.

Recruitment, screening, and evaluation of candidates shall be conducted in accordance with Board policy, Board established leadership criteria, and **local**, state and federal law.[5][10]

The Board shall determine prior to interviewing finalists which expenses associated with such interviews will be reimbursed by the ~~school d~~District.

A candidate's misstatement of fact material to qualifications for employment or determination of salary shall constitute grounds for dismissal by the Board **either before or after hiring, in accordance with law.**

Pre-Employment Requirements

The ~~d~~District shall conduct an employment history review in compliance with state law prior to issuing an offer of employment to a candidate. Failure to accurately report required information shall subject the candidate to discipline up to, and including, denial of employment or termination if already hired, and also may subject the candidate to civil and criminal penalties. The ~~d~~District may

use the information for the purpose of evaluating an applicant's fitness to be hired or for continued employment and may report the information as permitted by law. [17]

A candidate shall not be employed until the individual has complied with the mandatory background check requirements for criminal history and child abuse and the District has evaluated the results of that screening process. [18][19][20]

Each candidate shall report, on the designated form, all arrests and convictions as specified on the form. Candidates shall likewise report arrests and/or convictions that occur subsequent to initially submitting the form. Failure to accurately report such arrests and convictions may subject the individual to denial of employment, termination if already hired, and/or criminal prosecution. [19][20]

After receiving a conditional offer of employment but prior to beginning employment, the candidate shall undergo medical examinations, as required by law and as the Board may require. [21][22][23]

Before entering the duties of the office, the Superintendent shall meet state requirements and take and subscribe to the oath of office prescribed by law. [24]

~~After receiving a conditional offer of employment but prior to beginning employment, the candidate shall undergo medical examinations, as required by law and as the Board may require.~~ [15]

Employment Contracts

An individual shall not be employed as Superintendent unless **they have** ~~s/he has~~ signed an employment contract expressly stating the terms and conditions of employment. The written contract shall: [3][4]

1. Contain the mutual and complete agreement between the Superintendent and the Board with respect to the terms and conditions of employment.
2. Consistent with state certification requirements, specify the duties, responsibilities, job description, and performance expectations, including performance standards and assessments as required by law. [16][17][25][26]
3. Incorporate all provisions relating to compensation and benefits to be paid to or on behalf of the Superintendent. [19][27]
4. Specify the term of employment and state that the contract shall terminate immediately, except as otherwise provided by law, upon the expiration of the term unless the contract is allowed to renew automatically as required by law. [3][4]
5. Specify the termination, buyout, and severance provisions, including all post employment compensation and the period of time in which the compensation shall be provided. Termination, buyout, and severance provisions may not be modified during the course of the contract or in the event a contract is terminated prematurely.
6. Contain provisions relating to outside work that may be performed, if any. [20][21][28][29]
7. State that any modification to the contract must be in writing.
8. State that the contract shall be governed by the laws of the Commonwealth.
9. Specify postretirement benefits and the period of time in which the benefits shall be

provided.

Transition and On-Boarding Planning

To ensure proper continuity of leadership, the Superintendent shall always have at least two (2) other executives on their leadership team sufficiently familiar with the Board and District matters and processes to enable either or both in combination to take over with reasonable proficiency as an acting Superintendent. Upon request by the Board, the Superintendent shall provide this succession plan to the Board in writing. If necessary, the Board, not the outgoing Superintendent, shall appoint an acting Superintendent to serve not longer than one (1) year from the time of their appointment. [6]

To identify a new Superintendent, the Board may authorize the use of a search firm. In on-boarding a new Superintendent the Board may also authorize internal and/or external transition support necessary to prepare the incoming Superintendent to assume and carry out their official duties. These can include but may not be limited to:

1. office space
2. expert or consultant services
3. travel, relocation, and/or legal expenses
4. communication services
5. equipment and supplies
6. printing and binding expenses
7. shipping and mail
8. briefings, workshops, or other orientation activities

To procure the aforementioned search firm and/or transition supports, the Board may waive, to the extent permitted by law, any requirements of Policy 610, Purchases Subject To Competitive Process. [8][9]

Evaluation of the Superintendent

On an annual basis, the Board shall evaluate the performance of the Superintendent in accordance with the Board's Goals and Guardrails Policy. [11][25]

Renewal

In order to renew the contract of a Superintendent, the Board shall notify the Superintendent of its intent to retain **or not retain them him/her** for a further term through a majority vote of the Board at a regular **public** meeting of the Board occurring at least ninety (90) days prior to the expiration date of the Superintendent's term of office. In the event that the Board fails to take such action, the Superintendent shall continue in office for a further term of one (1) year **subject to the same terms of their expiring contract**. Upon the conclusion of this **additional** year, the Superintendent's term of office shall terminate unless the Board has taken action, in accordance with this policy, to retain the Superintendent. [3][4]

Removal/Severance

A Superintendent may be removed from office and have ~~his/her~~ **their** contract terminated, after a hearing, by a majority vote of all members of the Board and in accordance with law. The Board shall publicly disclose at the next regularly scheduled meeting the removal from office of a Superintendent. ~~[22][23][30][31]~~

~~Any negotiated severance of employment prior to the end of the term of the Superintendent's specified contract term shall be limited to either: [3]~~

- ~~1. The equivalent of one (1) year's compensation and benefits due under the contract, if the severance agreement takes effect two (2) or more years prior to the end of the contract term; or~~
- ~~2. The equivalent of one-half (1/2) of the total compensation and benefits due under the contract for the remainder of the term, if the severance agreement takes effect less than two (2) years prior to the end of the contract term.~~

Legal References:

1. [24 P.S. §5-505](#)
2. [24 P.S. §5-510](#)
3. [Philadelphia Home Rule Charter](#) - §12-209
4. [24 P.S. §10-1073](#)
5. [Philadelphia Home Rule Charter](#) - §12-301
6. [24 P.S. §10-1079](#)
7. [Policy 007](#) - Public Engagement
8. [Policy 610](#) - Purchases Subject To Competitive Process
9. [Policy 611](#) - Exception to Purchases Subject to a Competitive Process
10. [Policy 348](#) - Harassment and Discrimination - Employees
11. [Policy 003.1](#) - Goals and Guardrails
12. [24 P.S. §10-1002](#)
13. [24 P.S. §10-1003](#)
14. [24 P.S. §10-1078](#)
15. [22 PA Code §49.41](#)
16. [22 PA Code §49.42](#)
17. [24 P.S. §11-111.1](#)
18. [23 Pa. C.S.A. §6344](#)
19. [24 P.S. §11-1111](#)
20. [Policy 304](#) - Employment of District Staff
21. [24 P.S. §14-1418](#)
22. [22 Pa. Code §23.43](#)
23. [22 Pa. Code §23.44](#)
24. [24 P.S. §10-1004](#)
25. [24 P.S. §10-10073.1](#)
26. [24 P.S. §10-1081](#)
27. [24 P.S. §10-10075](#)
28. [24 P.S. §10-1007](#)
29. [24 P.S. §10-1008](#)
30. [2 Pa. C.S.A. 551 et seq](#)
31. [24 P.S. §10-1080](#)

Related Information:

1. [24 P.S. 108](#)
2. [24 P.S. 696](#)
3. [24 P.S. 1418](#)
4. [22 PA Code 8.1 et seq](#)
5. [22 PA Code 49.171](#)
6. [22 PA Code 49.172](#)
7. [28 PA Code 23.43](#)
8. [28 PA Code 23.44](#)
9. [28 PA Code 23.45](#)
10. [18 Pa. C.S.A. 9125](#)
11. [23 Pa. C.S.A. 6301 et seq](#)
12. [42 U.S.C. 12101 et seq](#)
13. [Philadelphia Home Rule Charter - 12-400](#)
14. [State Superintendent PK-12 Letter Requirements](#)
15. [003.3 Employment of the Superintendent](#) Board Operating Guidelines
16. [Procurement Manual](#)

Legal References:

- ~~1. 24 P.S. 1001~~
- ~~2. 24 P.S. 1071~~
- ~~3. 24 P.S. 1073~~
- ~~4. 24 P.S. 1079~~
- ~~5. Pol. 104 - Nondiscrimination in Employment Practices~~
- ~~6. 24 P.S. 1002~~
- ~~7. 24 P.S. 1003~~
- ~~8. 24 P.S. 1078~~
- ~~9. 22 PA Code 49.41~~
- ~~10. 22 PA Code 49.42~~
- ~~11. 11. 24 P.S. 111.1~~
- ~~12. 23 Pa. C.S.A. 6344~~
- ~~13. 24 P.S. 111~~
- ~~14. 24 P.S. 1004~~
- ~~15. Pol. 314 - Physical Examinations~~
- ~~16. 24 P.S. 1073.1~~
- ~~17. 24 P.S. 1081~~
- ~~18. Pol. 002 - Functions~~
- ~~19. 20. 24 P.S. 1075~~
- ~~20. 24 P.S. 1007~~
- ~~21. 24 P.S. 1008~~
- ~~22. 2 Pa. C.S.A. 551 et seq~~
- ~~23. 24 P.S. 1080~~

Related Information:

~~24 P.S. 108~~

~~24 P.S. 696~~

~~24 P.S. 1418~~

~~22 PA Code 8.1 et~~

~~seq 22 PA Code~~

~~49.171~~

~~22 PA Code 49.172~~

~~28 PA Code 23.43~~

~~28 PA Code 23.44~~

~~28 PA Code 23.45~~

~~18 Pa. C.S.A. 9125~~

~~23 Pa. C.S.A. 6301 et seq~~

~~42 U.S.C. 12101 et seq~~

~~Philadelphia Home Rule Charter - 12-400~~

THE SCHOOL DISTRICT OF PHILADELPHIA

No. 00+3.2+

SECTION: Board Bylaws

TITLE: Policy ~~Manual~~ **Setting**

ADOPTED: August 16, 2018¹

REVISED:

003.2 POLICY ~~MANUAL~~ **SETTING**

Purpose

~~The Board of Education adopts policies that will be contained in the Policy Manual as a governance tool for the Board of Education and as a resource for district administrators and employees, students, parents/guardians, residents and community members.[1][2]~~

This policy sets forth the policy setting process by which the Board of Education (“Board”) serves as the policy making body for The School District of Philadelphia (“District”).

Definitions

Administrative Procedures: written documents that outline and describe the means by which **the District should implement** a policy ~~should be implemented~~. Examples include documents that outline specific responsibilities or action steps, consequences for violations, or sample forms and guides.

Board Operating Guidelines: written documents that outline and describe the means by which **the Board should implement** a policy. Examples include documents that outline specific responsibilities or action steps, consequences for violations, or sample forms and guides.

Board Policies: a general written statement by the Board defining its expectations or position on a particular matter and authorizing or delegating responsibilities to implement appropriate actions to govern those expectations. Board ~~p~~**Policies** authorize a framework within which the Superintendent and staff can implement assigned duties with positive direction. Policies are broad principles adopted by the Board to chart a course of action. Policies are guides for action by the administration, who then sets the rules and regulations to provide specific directions to ~~school~~ ~~d~~**District personnel through a****Administrative p****Procedures**.

First Reading: Policy item is on the agenda of a **meeting of the full Board** ~~or Policy Committee meeting~~ for review and public comment. No formal action can be taken on these items.

~~**Emergency** - any situation or set of circumstances which the Board has reason to believe will close the schools, jeopardize the safety or welfare of district students or employees, or result in~~

¹ This policy was originally adopted as Policy 002.1: Policy Manual

~~the school dDistrict's noncompliance with state or federal laws.~~

Second Reading: Policy item is on the agenda of a meeting of the full Board for consideration and adoption by the Board. Items may only be considered for their ~~Ssecond R~~second Reading once they have been considered for a ~~Ffirst R~~First Reading. Formal action shall be taken on these items.

Policy Manual ~~a governance tool that contains all policies adopted by the Board of Education.~~

Authority

The Public School Code and Philadelphia Home Rule Charter permit the Board to adopt and enforce such reasonable rules and regulations as it may deem necessary and proper for its governance as well as the management of the affairs of the District and its operations.[1][2][3][4][5]

Delegation of Responsibility

The Board shall review and implement Policies regarding the operations of the Board and the conduct of its members. **The Board or Board staff may develop and update Board Operating Guidelines as applicable-necessary.** Board Operating Guidelines are **the implementing procedures for not-part of** Board Policy and may be altered by staff of the Office of the Board of Education without official action by the Board. Policies and Board Operating Guidelines shall be consistent with local, state, and federal law or regulations and Board Policies.

The Board directs the Superintendent or their designee to periodically review each Board Policy. The Superintendent shall be responsible for implementing Board Policies regarding the operations of the District and establishing Administrative Procedures. The Board directs the Superintendent to include language within each Policy to delegate responsibilities to the appropriate individuals or offices within the District to develop Administrative Procedures describing the implementation of the Policy. Administrative Procedures are **the implementing procedures for not-part of** Board Policy and may be altered by the Administration without formal action by the Board. Policies and Administrative Procedures shall be consistent with local, state, and federal law or regulations and Board Policies.

The Board may, upon review at a public meeting, direct the Superintendent or their designee to revise, rescind, or alter Administrative Procedures when it considers the procedures to be inconsistent with Board Policy, District practice, or when adopting a new Policy.

All Board Members, Board staff, and District staff will comply with all applicable Policies contained in the Policy Manual.

Board Policies and Administrative Procedures must be disseminated to students, family members/guardians, and staff who are affected by them each time updates are made and by updating the Policy Manual on the Board website and as set forth in the updated Policy itself.

Core Requirements

Board Policies shall be used as a tool to communicate the Board's standards and expectations to the public. All Board Policies shall be adopted, amended, or repealed by a majority vote of the Board. The adoption, modification, repeal, or suspension of a Board Policy shall be recorded in the minutes of the Board meeting. Proposed Policies shall be submitted for consideration to the Policy Committee prior to its First Reading. [3]

Policies shall be periodically amended by the Board, pursuant to statutory mandates, in keeping with applicable laws. Board Policies shall be consistent with law, have a rational and substantial relationship to a legitimate purpose of the Board, and be directed towards the maintenance and support of a thorough and efficient system of public education in this District.

The Policy Manual shall be considered a public record and shall be available for inspection and access by ~~the public citizens~~ on the Board of Education website and in the Board's of Education offices during regular office hours. [3][5][6][7]

Those ~~p~~**P**olicies which are not dictated by state or federal law, regulations of the State Board of Pennsylvania Department of Education, or ordered by a court of competent authority may be adopted, amended, or repealed at any meeting of the Board, provided the proposed ~~p~~**P**olicy has been presented for a ~~F~~**F**irst ~~R~~**R**eadings and is on the agenda for its ~~S~~**S**econd ~~R~~**R**eadings.

Changes to a proposed Board ~~p~~**P**olicy, ~~except for minor editorial revisions,~~ at the ~~S~~**S**econd ~~R~~**R**eadings **which are inconsistent with the underlying purpose of the proposed Policy or proposed amendment** shall cause that reading to constitute a ~~F~~**F**irst ~~R~~**R**eadings. **Otherwise, the Policy may proceed to adoption at the Second Reading.** [1]

The Board may, upon a majority vote, cause to suspend at any time the operation of a Board ~~p~~**P**olicy, provided the suspension does not conflict with legal requirements. Such suspension shall be effective until the next meeting of the Board, unless an earlier time is specified in the motion to suspend.

Board ~~p~~**P**olicies may be adopted or amended at a single meeting of the Board, by waiving **consideration by the Policy Committee and the Ffirst Rreadings.**

Policy Committee

~~The Board shall establish a Policy Committee to maintain a manual for all policies adopted by the Board.~~

The Policy Committee shall review existing ~~p~~**P**olicy ~~and,~~ **review** recommended revisions, or **review** new policy ~~and when necessary and ensure compliance with applicable municipal, county, state and federal statutes and regulations.~~ The Policy Committee shall make recommendations to the Board of Education on the changes necessary to maintain a current Policy Manual. [1][2][3][6][9]

All recommendations for ~~p~~**P**olicy creation or revision sent by other ~~b~~**B**oard committees will

receive priority consideration and review by the ~~p~~**Policy** ~~e~~**Committee** in order to expedite recommendations for the consideration of the ~~b~~**Board**. [9]

~~All Board policies shall be adopted, amended, or repealed by a majority vote of the Board. The adoption, modification, repeal or suspension of a Board policy shall be recorded in the minutes of the Board meeting. All current pPolicies shall be maintained in the Board's of Education Policy Manual and disseminated appropriately. [4][6][8]~~

Delegation of Responsibility

~~The Superintendent shall be responsible for implementing Board policies and establishing administrative procedures for the operation of the school district. Administrative procedures shall be consistent with state and federal statutes or regulations and Board Policies.~~

~~The Board reserves the right to review and to direct revisions of Administrative Procedures when it considers the procedures to be inconsistent with Board policy, District practice, or when adopting a new policy. The Board reserves the right to alter or rescind any Administrative Procedures that do not adhere to Board policies.~~

~~Board policies and Administrative Procedures must be disseminated each time updates are made to students, family members/guardians, and staff who are affected by them by updating the Policy Manual on the Board website. [1][2][3][4]~~

Legal References:

1. [Public School Code](#) – 24 P.S. §4-407
2. [Public School Code](#) – 24 P.S. §5-510
3. [Home Rule Charter](#) – §12-209
4. [Home Rule Charter](#) – §12-200
5. [Home Rule Charter](#) – §12-300
6. [Board Policy Manual](#)
7. [Right-to-Know Law](#) – 65 P.S. §§67.101 et seq.
8. [Policy](#) 007 - Public Engagement
9. [Policy](#) 006 - Meetings

Related Information:

1. [Board Review Cycle Overview](#)
2. 003.2 Policy Setting Board Operating Guidelines

Legal References:

- 1.—[Public School Code](#)—24 P.S. Secs. 407, 510
- 2.—[Home Rule Charter](#)—12-209
- 3.—[Right-to-Know Law](#)—65 P.S. Secs. 67.101 et seq.
- 4.—[Pa Sunshine Act](#)—65 Pa.C.S. Secs. 701-716
- 5.—Board of Education Policy—000, 002, 801

Action Item - 2.

Title: Approval of Personnel Hires (Updated 10.12.2023)

Board of Education Meeting Date: 10/19/2023

Action under consideration

RESOLVED, that the Board of Education hereby ratifies the appointment of the following persons to the positions, on the effective dates through September 30, 2023 and at the salaries respectively noted, as recommended by the Superintendent, provided that: (a) continued employment of persons appointed to positions funded by categorical grants is contingent upon the availability of grant funds; and (b) persons appointed to positions funded by operating funds, shall report to either the Superintendent or his/her designees, and shall serve at the pleasure of the Board of Education.

Office Originating Request: Talent

ATTACHMENTS:

Description

Action Item 2

Type

Supporting Document

RESOLVED, that the Board of Education hereby ratifies the appointment of the following persons to the positions, on the effective dates through **September 30, 2023** and at the salaries respectively noted, as recommended by the Superintendent, provided that: (a) continued employment of persons appointed to positions funded by categorical grants is contingent upon the availability of grant funds; and (b) persons appointed to positions funded by operating funds, shall report to either the Superintendent or his/her designees, and shall serve at the pleasure of the Board of Education.

THE FOLLOWING EMPLOYEES HAVE BEEN HIRED

ALOI, ADAM ELIANO JARENO	PROJECT MANAGER	CHARTER, PARTNER & NEW SCHOOLS	09/20/23	\$67,273.00 ANNUAL SALARY
ALQUIROS, ANGELA CARMEL	TEACHER,FULL TIME	KENSINGTON CAPA	08/29/23	\$51,568.00 ANNUAL SALARY
ANDERSON, JAILYN D	TEACHER,FULL TIME	BLUFORD ELEMENTARY SCHOOL	09/18/23	\$51,568.00 ANNUAL SALARY
ANDERSON, CHARLES C	SPECIAL EDUCATION ASSISTANT	ROXBOROUGH HIGH SCHOOL	09/05/23	\$23,474.00 ANNUAL SALARY
ANDERSON-MCDONALD, MELISSA	TEACHER,FULL TIME	MORTON, THOMAS G. SCHOOL	09/06/23	\$74,034.00 ANNUAL SALARY
ANDREONI, ALEXA M	TEACHER,FULL TIME	LOESCHE, WILLIAM H. SCHOOL	09/21/23	\$51,568.00 ANNUAL SALARY
ANTHONY, NATIA	SPECIAL EDUCATION ASSISTANT	LONGSTRETH, WILLIAM C. SCHOOL	09/06/23	\$23,474.00 ANNUAL SALARY
ARMSTRONG, MEGAN	SPECIAL EDUCATION ASSISTANT	FRANKFORD HIGH SCHOOL	09/05/23	\$23,474.00 ANNUAL SALARY
ARTIS, SABRINA	SPECIAL EDUCATION ASSISTANT	PENROSE SCHOOL	09/11/23	\$23,474.00 ANNUAL SALARY
BACON, RALPH	TEACHER,FULL TIME	RHODES ELEMENTARY SCHOOL	09/05/23	\$51,568.00 ANNUAL SALARY
BARKLEY, SAHRON AMIR	TEACHER,FULL TIME	FRANKLIN, BENJAMIN ELEM SCHOOL	09/06/23	\$53,085.00 ANNUAL SALARY
BARNARD, MATTHEW DAVID	TEACHER,FULL TIME	MORRISON, ANDREW J. SCHOOL	09/11/23	\$51,568.00 ANNUAL SALARY
BATISTA, NIYAH ANGELESSE	SPECIAL EDUCATION ASSISTANT	VARE-WASHINGTON ELEMENTARY	08/29/23	\$23,474.00 ANNUAL SALARY
BAYTOP, CALEB E	PRG CD, MULTIPLE OFFICES	OFFICE OF THE CHIEF OF SCHOOLS	09/11/23	\$58,217.00 ANNUAL SALARY
BEAUCHAMP, JOSHUA	DATA ANALYST	RESEARCH & EVALUATION	09/11/23	\$65,430.00 ANNUAL SALARY

Personnel Hires
October 19, 2023
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BEAVER, MALIK	SCHOOL CLIMATE LIAISON	COOKE, JAY ELEMENTARY SCHOOL	09/05/23	\$46,923.00	ANNUAL SALARY
BELL, SHYDIRA M	SPECIAL EDUCATION ASSISTANT	LEA, HENRY C.	09/18/23	\$23,474.00	ANNUAL SALARY
BENSON, ALYVIA	TEACHER,FULL TIME	FINLETTER, THOMAS K. SCHOOL	09/07/23	\$51,568.00	ANNUAL SALARY
BERNARD, SABINE	SECRETARY I	WIDENER MEMORIAL SCHOOL	09/19/23	\$26,351.00	ANNUAL SALARY
BETANCES-BLANCO, JHONIEL	SPECIAL EDUCATION ASSISTANT	FRANKFORD HIGH SCHOOL	09/18/23	\$23,474.00	ANNUAL SALARY
BLACKWELL, KEITH	TEACHER,FULL TIME	ANDERSON, ADD B. SCHOOL	09/13/23	\$51,568.00	ANNUAL SALARY
BLAKEY, COREY CHAVEZ	TEACHER,SPEC EDUCATION	CASSIDY,LEWIS C ACADEMICS PLUS	09/26/23	\$52,516.00	ANNUAL SALARY
BLUE, ALEA	TEACHER,FULL TIME	MCDANIEL, DELAPLAINE SCHOOL	09/26/23	\$51,568.00	ANNUAL SALARY
BOLLING, SIANI P	SPECIAL EDUCATION ASSISTANT	ANDERSON, ADD B. SCHOOL	08/16/23	\$23,474.00	ANNUAL SALARY
BONEY, ALEXUS	TEACHER,SPEC EDUCATION	ALLEN, ETHAN SCHOOL	09/29/23	\$52,516.00	ANNUAL SALARY
BOREK, JULIA	TEACHER,FULL TIME	FITLER ACADEMICS PLUS	09/18/23	\$53,085.00	ANNUAL SALARY
BOUNDS, CAMILLE	SUPPORTIVE SERVICES ASST, 3 HR	LEA, HENRY C.	08/29/23	\$10,431.00	ANNUAL SALARY
BOWMAN, ALIZE N	SPECIAL EDUCATION ASSISTANT	FINLETTER, THOMAS K. SCHOOL	09/18/23	\$23,474.00	ANNUAL SALARY
BOWYER, BRIAN WALTER	TEACHER,FULL TIME	DICK, WILLIAM SCHOOL	09/05/23	\$56,405.00	ANNUAL SALARY
BRAGG, MADELYNN NOEL	TEACHER,FULL TIME	BRYANT, WILLIAM C. SCHOOL	09/07/23	\$51,568.00	ANNUAL SALARY
BRAZOBAN, JASYN	TEACHER,FULL TIME	SHARSWOOD, GEORGE SCHOOL	08/31/23	\$51,568.00	ANNUAL SALARY
BRIGGS, CHARLES	TEACHER,SPEC EDUCATION	CLEMENTE, ROBERTO MIDDLE SCHL	09/13/23	\$52,516.00	ANNUAL SALARY
BRIGGS, CHARLES	TEACHER,SPEC EDUCATION	CLEMENTE, ROBERTO MIDDLE SCHL	08/28/23	\$52,516.00	ANNUAL SALARY
BRISKIN, GREGORY M	TEACHER,FULL TIME	CONSTITUTION HIGH SCHOOL	09/05/23	\$64,268.00	ANNUAL SALARY
BROWN, AUTUMN	TEACHER,FULL TIME	BLANKENBURG, RUDOLPH SCHOOL	09/01/23	\$51,568.00	ANNUAL SALARY
BROWN, INGA KIMBERLY	TEACHER,FULL TIME	HESTON, EDWARD SCHOOL	09/26/23	\$56,405.00	ANNUAL SALARY
BROWN, CONNOR P	TEACHER RESIDENT	MORRISON, ANDREW J. SCHOOL	08/16/23	\$38,611.00	ANNUAL SALARY
BROWN, NATHANIEL	PROG COORD,CAREER/COLLEGE AWAR	DIVISION OF COLLEGE READINESS	09/25/23	\$49,041.00	ANNUAL SALARY
BUCHINGER, KARI M	EVALUATION LRNING SPECIALIST	EDUCATOR EFFECTIVENESS & EVAL	09/26/23	\$80,695.00	ANNUAL SALARY

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BUCKNER, YVETTE L	TEACHER,FULL TIME	HARDING, WARREN G. MIDDLE SCH	09/28/23	\$51,568.00	ANNUAL SALARY
BURGOS, CONRAD	TEACHER,FULL TIME	KENSINGTON CAPA	08/29/23	\$51,568.00	ANNUAL SALARY
BURNETT, DYSHAY	TEACHER,FULL TIME	ALLEN, DR. ETHEL SCHOOL	09/15/23	\$51,568.00	ANNUAL SALARY
BURRELL, GISELLE	TEACHER,FULL TIME	ALLEN, ETHAN SCHOOL	09/26/23	\$51,568.00	ANNUAL SALARY
BURROWS, DAJAH	TEACHER,SPEC EDUCATION	OVERBROOK HIGH SCHOOL	09/11/23	\$52,516.00	ANNUAL SALARY
BURTON, SHANNON NICOLE	TEACHER,FULL TIME	CASTOR GARDENS MIDDLE SCHOOL	09/27/23	\$51,568.00	ANNUAL SALARY
CANAVAN, TIFFANY	TEACHER,SPEC EDUCATION	BLUFORD ELEMENTARY SCHOOL	08/29/23	\$52,516.00	ANNUAL SALARY
CARLSON, HANNAH	TEACHER,FULL TIME	PRINCE HALL SCHOOL	08/16/23	\$68,442.00	ANNUAL SALARY
CARROLL, ELIZABETH	GRANTS COMPLIANCE MONITOR	GRANTS COMPLIANCE	09/25/23	\$63,115.00	ANNUAL SALARY
CARTAGENA, BRANDON	TEACHER,FULL TIME	JENKS, ABRAM SCHOOL	08/16/23	\$74,034.00	ANNUAL SALARY
CARTER, MIKIBA A	SPECIAL EDUCATION ASSISTANT	WRIGHT, RICHARD R. SCHOOL	09/18/23	\$23,474.00	ANNUAL SALARY
CASHER, FELICIA M	TEACHER,FULL TIME	STEARNE, ALLEN M. SCHOOL	09/05/23	\$51,568.00	ANNUAL SALARY
CASTRO, NERI A	SUPPORTIVE SERVICES ASST, 3 HR	SPRUANCE, GILBERT SCHOOL	09/26/23	\$10,431.00	ANNUAL SALARY
CEASER, NICOLE M	SPECIAL EDUCATION ASSISTANT	STANTON, EDWIN M. SCHOOL	09/26/23	\$23,474.00	ANNUAL SALARY
CENTENO, ITSER	SUPPORTIVE SERVICES ASST, 4 HR	JENKS ACADEMY ARTS & SCIENCES	09/05/23	\$13,908.00	ANNUAL SALARY
CERTAIN, CYONNIE	TEACHER,SPEC EDUCATION	PENN TREATY HIGH SCHOOL	09/05/23	\$52,516.00	ANNUAL SALARY
CHAITAN, KAMILL MARIE	SPECIAL EDUCATION ASSISTANT	BREGY, F. AMEDEE SCHOOL	09/26/23	\$35,101.00	ANNUAL SALARY
CHAMBERLAIN, RAMONA	SPECIAL EDUCATION ASSISTANT	COMEGYS, BENJAMIN B. SCHOOL	08/29/23	\$23,474.00	ANNUAL SALARY
CHAPPELLE, ATHENA	TEACHER,FULL TIME	STEEL, EDWARD T. SCHOOL	09/19/23	\$51,568.00	ANNUAL SALARY
CHEA, EMILY	SPECIAL EDUCATION ASSISTANT	ANDERSON, MARIAN ACADEMY	09/05/23	\$23,474.00	ANNUAL SALARY
CHISM, MICHAEL K	TEACHER,FULL TIME	FELS, SAMUEL HIGH SCHOOL	08/16/23	\$51,568.00	ANNUAL SALARY
CHONGOLOLA, VICTORIA	SCHOOL COUNSELOR, 10 MONTHS	NORTHEAST COMMUNITY PROPEL ACD	09/26/23	\$53,085.00	ANNUAL SALARY
CHOWDHURY, SHUVOMOY	TEACHER,FULL TIME	BLANKENBURG, RUDOLPH SCHOOL	09/26/23	\$51,568.00	ANNUAL SALARY
CHURCH-RINGGOLD, KARLEY I	SPECIAL EDUCATION ASSISTANT	SAYRE, WILLIAM L. HIGH SCHOOL	09/26/23	\$23,474.00	ANNUAL SALARY

Personnel Hires
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CIALONE, AMBER G	TEACHER,FULL TIME	KENSINGTON CAPA	09/25/23	\$61,806.00	ANNUAL SALARY
COBB, MABEL A	SCHOOL CLIMATE LIAISON	COMEGYS, BENJAMIN B. SCHOOL	09/19/23	\$46,923.00	ANNUAL SALARY
COLEMAN, SIMONE	TEACHER,FULL TIME	HIGH SCHOOL OF THE FUTURE	09/28/23	\$51,568.00	ANNUAL SALARY
COLLINS, TIESHIA M	TEACHER ASST,PKHS	GIDEON HEAD START	09/11/23	\$23,474.00	ANNUAL SALARY
COLON, NICOLE JENNINE	TEACHER,FULL TIME	JENKS ACADEMY ARTS & SCIENCES	09/11/23	\$49,294.00	ANNUAL SALARY
CONNALLY, KAYLAN	CHIEF STRATEGY OFFICER	CHIEF EXECUTIVE OFFICE	09/11/23	\$190,000.00	ANNUAL SALARY
CONWAY, CHARLOTTE B	SUPPORTIVE SERVICES ASST, 3 HR	PENNYPACKER, SAMUEL SCHOOL	09/11/23	\$10,431.00	ANNUAL SALARY
COPPOCK-BROWN, FAYETTE	TEACHER,FULL TIME	LAMBERTON,ROBERT E. ELEMENTARY	09/18/23	\$51,568.00	ANNUAL SALARY
CORPORAN GARCIA, CARMEN ROSSY	SPECIAL EDUCATION ASSISTANT	CAYUGA SCHOOL	09/26/23	\$23,474.00	ANNUAL SALARY
COURSEY, ANAIYAH T	SUPPORTIVE SERVICES ASST, 4 HR	COMEGYS, BENJAMIN B. SCHOOL	09/05/23	\$13,908.00	ANNUAL SALARY
CRESPO, MAYRA I	COUNSELING ASST,BILINGUAL	HOLME, THOMAS SCHOOL	09/05/23	\$25,688.00	ANNUAL SALARY
CULLER, JANIYAH M	SPECIAL EDUCATION ASSISTANT	KELLEY, WILLIAM D. SCHOOL	09/11/23	\$23,474.00	ANNUAL SALARY
CURRY, CIERRA	SPECIAL EDUCATION ASSISTANT	HARDING, WARREN G. MIDDLE SCH	09/26/23	\$23,474.00	ANNUAL SALARY
D'ANDRADE, ADRIANNA SHANICE	TEACHER,FULL TIME	BRYANT, WILLIAM C. SCHOOL	09/08/23	\$51,568.00	ANNUAL SALARY
DALY, RACHEL	SCHOOL COUNSELOR, 10 MONTHS	COOK-WISSAHICKON SCHOOL	09/18/23	\$83,507.00	ANNUAL SALARY
DARRAH, KIANA	TEACHER RESIDENT	OLNEY ELEMENTARY SCHOOL	08/16/23	\$38,611.00	ANNUAL SALARY
DAVIS, LA KAYA BREONA	TEACHER,FULL TIME	BLUFORD ELEMENTARY SCHOOL	09/26/23	\$51,568.00	ANNUAL SALARY
DAVIS, ZHAILIKA	SPECIAL EDUCATION ASSISTANT	BACHE-MARTIN SCHOOL	09/05/23	\$23,474.00	ANNUAL SALARY
DE LA ROSA-CASTRO, MILEDIS ESMERALDA	SECRETARY I	FRANKFORD HIGH SCHOOL	09/05/23	\$26,351.00	ANNUAL SALARY
DELISI, SARA H	SUPPORTIVE SERVICES ASST, 4 HR	TAGGART, JOHN H. SCHOOL	09/26/23	\$13,908.00	ANNUAL SALARY
DENNIS, KHALID	SPECIAL EDUCATION ASSISTANT	DUNBAR, PAUL L. SCHOOL	09/11/23	\$23,474.00	ANNUAL SALARY
DENNIS, KAILAH	SPECIAL EDUCATION ASSISTANT	WARING, LAURA W. SCHOOL	09/11/23	\$23,474.00	ANNUAL SALARY
DESIMINE, LAURA	TEACHER,FULL TIME	HESTON, EDWARD SCHOOL	09/06/23	\$53,749.00	ANNUAL SALARY
DESSUS, JAYA S	SPECIAL EDUCATION ASSISTANT	HARDING, WARREN G. MIDDLE SCH	09/26/23	\$23,474.00	ANNUAL SALARY

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DIAZ -FELICIANO, AGNIESHKA	SUPPORTIVE SERVICES ASST, 3 HR	SPRUANCE, GILBERT SCHOOL	09/26/23	\$10,431.00	ANNUAL SALARY
DOUAKH, FELLA	TEACHER,FULL TIME	SOUTH PHILADELPHIA HIGH SCHOOL	08/31/23	\$56,405.00	ANNUAL SALARY
DOWNER, STACY ANN	TEACHER,SPEC EDUCATION	DOBBINS, MURRELL HIGH SCHOOL	09/06/23	\$54,032.00	ANNUAL SALARY
DUKES, MYANA	SECRETARY I	FRANKLIN LEARNING CENTER	09/18/23	\$26,351.00	ANNUAL SALARY
DUNN, VALENTINA	TEACHER,FULL TIME	GLORIA CASAREZ ELEMENTARY	09/11/23	\$51,568.00	ANNUAL SALARY
DYCHES, LATIFAH	TEACHER ASST,PKHS	PRINCE HALL HEAD START	08/29/23	\$23,474.00	ANNUAL SALARY
EDMONDS, SHANIA P	SPECIAL EDUCATION ASSISTANT	WEBSTER, JOHN H. SCHOOL	09/18/23	\$23,474.00	ANNUAL SALARY
EDWARDS, JOY M	SPECIAL EDUCATION ASSISTANT	FELL, D. NEWLIN SCHOOL	09/05/23	\$23,474.00	ANNUAL SALARY
ELLIS, ANTOINETTE	SPECIAL EDUCATION ASSISTANT	WILLARD, FRANCES E. SCHOOL	09/08/23	\$23,474.00	ANNUAL SALARY
FALANA, STAR	CLIMATE SUPPORT SPECIALIST	DOBBINS, MURRELL HIGH SCHOOL	09/26/23	\$23,474.00	ANNUAL SALARY
FAVOR, LOVELL	TEACHER,FULL TIME	ROWEN, WILLIAM SCHOOL	08/31/23	\$51,568.00	ANNUAL SALARY
FEDDER, WILLIAM	TEACHER,FULL TIME	ALLEN, ETHAN SCHOOL	09/15/23	\$51,568.00	ANNUAL SALARY
FENNELL, RACHAEL M	SPECIAL EDUCATION ASSISTANT	FELL, D. NEWLIN SCHOOL	09/05/23	\$23,474.00	ANNUAL SALARY
FERRY, EMILY	TEACHER,FULL TIME	GLORIA CASAREZ ELEMENTARY	08/16/23	\$51,568.00	ANNUAL SALARY
FISHER, NATHAN	CLIMATE AND CULTURE COACH	CLIMATE & SAFETY	09/25/23	\$71,000.00	ANNUAL SALARY
FOFANA, MIRACLE S	TEACHER,FULL TIME	DOBBINS, MURRELL HIGH SCHOOL	09/06/23	\$51,568.00	ANNUAL SALARY
FOLEY, MEGAN CLAIRE	TEACHER,FULL TIME	ALLEN, ETHAN SCHOOL	09/29/23	\$61,806.00	ANNUAL SALARY
FORDHAM, CLIFTON MCTEAL	TEACHER,FULL TIME	GIDEON, EDWARD SCHOOL	09/08/23	\$51,568.00	ANNUAL SALARY
FOX, BETH	TEACHER,SPEC EDUCATION	LEA, HENRY C.	09/06/23	\$52,516.00	ANNUAL SALARY
FRANCHINE, JOSEPH	TEACHER,FULL TIME	BETHUNE, MARY MCLEOD SCHOOL	09/26/23	\$51,568.00	ANNUAL SALARY
FRYMOYER, MAGGIE GRACE	PROGRAM COORDINATOR	BODINE, WILLIAM W. HIGH SCHOOL	08/15/23	\$52,964.00	ANNUAL SALARY
GALLOZA, ZACHARY	TEACHER RESIDENT	ANDERSON, MARIAN ACADEMY	08/16/23	\$38,611.00	ANNUAL SALARY
GANT, KIERSTIN M	SPECIAL EDUCATION ASSISTANT	FINLETTER, THOMAS K. SCHOOL	09/26/23	\$23,474.00	ANNUAL SALARY
GARDNER, MECCA UNIQUE	SPECIAL EDUCATION ASSISTANT	HARDING, WARREN G. MIDDLE SCH	09/26/23	\$23,474.00	ANNUAL SALARY

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GAROFOLO, DONNA D	SPECIAL EDUCATION ASSISTANT	BROWN, JOSEPH H. SCHOOL	09/05/23	\$23,474.00	ANNUAL SALARY
GARRELL, LILLY	TEACHER,FULL TIME	SAUL, WALTER B. HIGH SCHOOL	09/28/23	\$51,568.00	ANNUAL SALARY
GASPARI, CHERYL RAE	TEACHER,FULL TIME	POLLOCK, ROBERT B. SCHOOL	09/05/23	\$75,558.00	ANNUAL SALARY
GENOVA, SAMANTHA	SPECIAL EDUCATION ASSISTANT	SPRUANCE, GILBERT SCHOOL	09/11/23	\$23,474.00	ANNUAL SALARY
GILFILLIAN, KEITH	TEACHER,FULL TIME	SPRING GARDEN SCHOOL	09/05/23	\$53,085.00	ANNUAL SALARY
GLOVER, KIMBERLY A	SPECIAL EDUCATION ASSISTANT	ANDERSON, ADD B. SCHOOL	09/11/23	\$23,474.00	ANNUAL SALARY
GLOVER-SMITH, VIDONA E	SPECIAL EDUCATION ASSISTANT	THE U SCHOOL	09/05/23	\$23,474.00	ANNUAL SALARY
GONZALEZ, NATALEE	TEACHER,FULL TIME	DEBURGOS, J. ELEMENTARY	09/18/23	\$83,507.00	ANNUAL SALARY
GORELICK, SAMUEL	TEACHER,FULL TIME	CHILDS, GEORGE W. SCHOOL	09/05/23	\$53,085.00	ANNUAL SALARY
GREEN, CHARLES M	TEACHER,FULL TIME	FINLETTER, THOMAS K. SCHOOL	09/01/23	\$56,405.00	ANNUAL SALARY
GREEN, TKEYAH	SPECIAL EDUCATION ASSISTANT	BACHE-MARTIN SCHOOL	08/29/23	\$23,474.00	ANNUAL SALARY
GRIFFIN, NYA	TEACHER RESIDENT	BETHUNE, MARY MCLEOD SCHOOL	08/16/23	\$38,611.00	ANNUAL SALARY
GUTIERREZ, ALEXANDER	TEACHER,FULL TIME	OLNEY HIGH SCHOOL	09/18/23	\$51,568.00	ANNUAL SALARY
HANNIBAL, RUQAIYAH S	SUPPORTIVE SERVICES ASST, 3 HR	COOK-WISSAHICKON SCHOOL	09/26/23	\$10,431.00	ANNUAL SALARY
HARRIS, JOHN HENRY	TEACHER,FULL TIME	MCDANIEL, DELAPLAINE SCHOOL	09/01/23	\$56,405.00	ANNUAL SALARY
HARTMAN, TONI	TEACHER,FULL TIME	BACHE-MARTIN SCHOOL	08/16/23	\$51,568.00	ANNUAL SALARY
HEGERMAN, YOLANDA R	TEACHER,FULL TIME	OVERBROOK ELEMENTARY SCHOOL	09/18/23	\$53,749.00	ANNUAL SALARY
HICKS, COURTNEY N	SPECIAL EDUCATION ASSISTANT	LONGSTRETH, WILLIAM C. SCHOOL	09/26/23	\$23,474.00	ANNUAL SALARY
HILSCHER, JOSIE	TEACHER,FULL TIME	SAYRE, WILLIAM L. HIGH SCHOOL	09/05/23	\$51,568.00	ANNUAL SALARY
HIMES, BARI J	TEACHER,SPEC EDUCATION	DAY, ANNA B. SCHOOL	09/26/23	\$94,794.00	ANNUAL SALARY
HIRST, SAVANNAH ROSE SKYE	TEACHER,FULL TIME	CAYUGA SCHOOL	09/26/23	\$53,085.00	ANNUAL SALARY
HORNE, LAKEISHA A	CASE MANAGER	OFFICE STUDENT RIGHTS & RESP	08/21/23	\$65,694.00	ANNUAL SALARY
HUFF, TESIA V	SUPPORTIVE SERVICES ASST, 4 HR	BACHE-MARTIN SCHOOL	09/06/23	\$13,908.00	ANNUAL SALARY
HURST, REJOICE	TEACHER,FULL TIME	BRYANT, WILLIAM C. SCHOOL	09/05/23	\$51,568.00	ANNUAL SALARY

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IRBY, TERRENCE	SCHOOL SAFETY OFFICER	OFFICE OF SCHOOL SAFETY	09/18/23	\$33,849.00	ANNUAL SALARY
JACKSON, ANDREA M	TEACHER,FULL TIME	LOESCHE, WILLIAM H. SCHOOL	09/12/23	\$78,679.00	ANNUAL SALARY
JACKSON, MORGAN R	TEACHER,SPEC EDUCATION	NORTHEAST HIGH SCHOOL	09/01/23	\$65,694.00	ANNUAL SALARY
JACOBS, TROY	TEACHER,FULL TIME	MCDANIEL, DELAPLAINE SCHOOL	09/15/23	\$53,749.00	ANNUAL SALARY
JENKINS, DEVETTE	SPECIAL EDUCATION ASSISTANT	BACHE-MARTIN SCHOOL	09/26/23	\$23,474.00	ANNUAL SALARY
JENKINS, CHARMAINE MCFADDEN	BEHAVIORAL HEALTH COUNSELOR	WASHINGTON, GEORGE HIGH SCHOOL	09/19/23	\$53,085.00	ANNUAL SALARY
JENKINS, ERIC	TEACHER,FULL TIME	ROOSEVELT ELEMENTARY SCHOOL	08/16/23	\$51,568.00	ANNUAL SALARY
JOB, ZAKIYA	SCHOOL COUNSELOR, 10 MONTHS	RHODES ELEMENTARY SCHOOL	09/20/23	\$53,085.00	ANNUAL SALARY
JOHNSON, ANNITA M	TEACHER,FULL TIME	HARDING, WARREN G. MIDDLE SCH	09/18/23	\$51,568.00	ANNUAL SALARY
JOHNSON, NAEEMAH CHANTEL	TEACHER,FULL TIME	MCDANIEL, DELAPLAINE SCHOOL	09/11/23	\$55,644.00	ANNUAL SALARY
JOHNSON, SHANICE L	TEACHER,FULL TIME	PENN TREATY HIGH SCHOOL	08/31/23	\$51,568.00	ANNUAL SALARY
JOHNSON, RODNEESHA C	SPECIAL EDUCATION ASSISTANT	LOCKE, ALAIN SCHOOL	09/26/23	\$30,931.00	ANNUAL SALARY
JOHNSON, NAEEMAH CHANTEL	TEACHER,FULL TIME	MCDANIEL, DELAPLAINE SCHOOL	09/05/23	\$55,644.00	ANNUAL SALARY
JOHNSTON, MACY L	STEP CASE MANAGER	PREVENTION & INTERVENTION	08/29/23	\$53,945.00	ANNUAL SALARY
JONES, PRECIOUS BARBARA	TEACHER,FULL TIME	MARSHALL, THURGOOD SCHOOL	09/26/23	\$53,085.00	ANNUAL SALARY
JONES, SALIYA	SPECIAL EDUCATION ASSISTANT	PRINCE HALL SCHOOL	09/08/23	\$23,474.00	ANNUAL SALARY
JONES, CIARA	SPECIAL EDUCATION ASSISTANT	BACHE-MARTIN SCHOOL	09/26/23	\$23,474.00	ANNUAL SALARY
JONES, VAKIA	SPECIAL EDUCATION ASSISTANT	STANTON, EDWIN M. SCHOOL	09/05/23	\$23,474.00	ANNUAL SALARY
JONES, REBECCA	BEHAVIORAL HEALTH COUNSELOR	ROXBOROUGH HIGH SCHOOL	09/12/23	\$56,405.00	ANNUAL SALARY
JONES-FOGLE, KIERRA	TEACHER,FULL TIME	TILDEN MIDDLE SCHOOL	09/26/23	\$51,568.00	ANNUAL SALARY
JORDAN, DAVID E	SPECIAL EDUCATION ASSISTANT	EDMONDS, FRANKLIN S. SCHOOL	09/18/23	\$23,474.00	ANNUAL SALARY
JORDAN, DYLAN	SPECIAL EDUCATION ASSISTANT	CASTOR GARDENS MIDDLE SCHOOL	09/18/23	\$23,474.00	ANNUAL SALARY
JUSTICE-MCCAIN, JOCELYN KAH	TEACHER,FULL TIME	FRANKFORD HIGH SCHOOL	09/18/23	\$51,568.00	ANNUAL SALARY
KENDIG, DALE JO	TEACHER,FULL TIME	CAYUGA SCHOOL	09/12/23	\$51,568.00	ANNUAL SALARY

KHATAB, EMAN E	STUDENT CLIMATE STAFF,4 HOURS	CROSSAN, KENNEDY C. SCHOOL	08/16/23	\$11,830.00 ANNUAL SALARY
KIDD, DIGNA B	SPECIAL EDUCATION ASSISTANT	WARING, LAURA W. SCHOOL	09/11/23	\$23,474.00 ANNUAL SALARY
KPOU, KEBEH P	SPECIAL EDUCATION ASSISTANT	LEA, HENRY C.	09/26/23	\$23,474.00 ANNUAL SALARY
KUTYN, LAUREN O	STUDENT CLIMATE STAFF,3 HOURS	TAGGART, JOHN H. SCHOOL	09/26/23	\$9,171.00 ANNUAL SALARY
KUZAN, MATTHEW C	TEACHER,SPEC EDUCATION	RHODES ELEMENTARY SCHOOL	09/12/23	\$52,516.00 ANNUAL SALARY
LANCE, MARK	TEACHER,FULL TIME	EDISON, THOMAS A. HIGH SCHOOL	09/26/23	\$51,568.00 ANNUAL SALARY
LAWS, QUADESHA	SPECIAL EDUCATION ASSISTANT	RANDOLPH TECHNICAL HIGH SCHOOL	09/11/23	\$23,474.00 ANNUAL SALARY
LEE, CHRISTINA	SECRETARY I	GOMPERS, SAMUEL SCHOOL	09/18/23	\$26,351.00 ANNUAL SALARY
LEMAILLOUX, SIAKA	SPECIAL EDUCATION ASSISTANT	PRINCE HALL SCHOOL	09/26/23	\$23,474.00 ANNUAL SALARY
LEX, BRITTANY J	SPECIAL EDUCATION ASSISTANT	LOESCHE, WILLIAM H. SCHOOL	09/18/23	\$23,474.00 ANNUAL SALARY
LILES, STEPHANIE E	SPECIAL EDUCATION ASSISTANT	GLORIA CASAREZ ELEMENTARY	09/26/23	\$23,474.00 ANNUAL SALARY
LILLISTON, IMAN	TEACHER,FULL TIME	KELLEY, WILLIAM D. SCHOOL	08/29/23	\$51,568.00 ANNUAL SALARY
LOCKE, DESTINIE MARRIE	SCHOOL COUNSELOR, 10 MONTHS	WILLARD, FRANCES E. SCHOOL	09/05/23	\$51,568.00 ANNUAL SALARY
LOCKETT, SEAN P	TEACHER,FULL TIME	FINLETTER, THOMAS K. SCHOOL	09/15/23	\$51,568.00 ANNUAL SALARY
LOMAX, ANGELA D	SPECIAL EDUCATION ASSISTANT	EDMONDS, FRANKLIN S. SCHOOL	09/11/23	\$23,474.00 ANNUAL SALARY
LUCCIA, REBECCA FAITH	TEACHER,FULL TIME	FELTONVILLE INTERMEDIATE	09/13/23	\$51,568.00 ANNUAL SALARY
LUDRICK, EMILY RUTH	TEACHER,FULL TIME	EDMONDS, FRANKLIN S. SCHOOL	09/26/23	\$51,568.00 ANNUAL SALARY
MAHER, EMILY	SPECIAL EDUCATION ASSISTANT	WASHINGTON, GEORGE HIGH SCHOOL	09/05/23	\$23,474.00 ANNUAL SALARY
MAHONY, JODI	TEACHER,FULL TIME	HARDING, WARREN G. MIDDLE SCH	09/26/23	\$77,066.00 ANNUAL SALARY
MALLE, IDRISIA	TEACHER,FULL TIME	SOUTH PHILADELPHIA HIGH SCHOOL	09/12/23	\$51,568.00 ANNUAL SALARY
MANCINI, JALAYNA	TEACHER RESIDENT	MORRISON, ANDREW J. SCHOOL	08/16/23	\$38,611.00 ANNUAL SALARY
MANGUAL SOTO, FRANCES E	TEACHER,FULL TIME	LINCOLN, ABRAHAM HIGH SCHOOL	09/06/23	\$68,442.00 ANNUAL SALARY
MARIANNO, LATRICE CLAUDETTE	EXT ACTVTS,NON-CONTRACT EMP-HR	EVALUATION, RESEARCH & ACCT.	09/04/23	\$18.54 HOURLY RATE
MASUD, JENNA E	SCHOOL NURSE	BUILDING 21	09/26/23	\$58,109.00 ANNUAL SALARY

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MATTHEWS, ARTHUR CHARLES	TEACHER,FULL TIME	WASHINGTON, GROVER JR. MIDDLE	09/05/23	\$64,268.00	ANNUAL SALARY
MC'ADAMS, PRAISE E	SPECIAL EDUCATION ASSISTANT	CHILDS, GEORGE W. SCHOOL	09/12/23	\$23,474.00	ANNUAL SALARY
MCBRIDE, IRIS J	SPECIAL EDUCATION ASSISTANT	RHODES ELEMENTARY SCHOOL	09/05/23	\$23,474.00	ANNUAL SALARY
MCCARTHY, CLAUDIA	SCHOOL COUNSELOR, 10 MONTHS	HUNTER, WILLIAM H. SCHOOL	08/16/23	\$90,478.00	ANNUAL SALARY
MCCLURE, GINA J	SPECIAL EDUCATION ASSISTANT	MC MICHAEL, MORTON SCHOOL	09/11/23	\$23,474.00	ANNUAL SALARY
MCDOWELL, JEANINE	TEACHER,FULL TIME	HARDING, WARREN G. MIDDLE SCH	09/26/23	\$51,568.00	ANNUAL SALARY
MCGILBERRY, DILLAN	TEACHER,FULL TIME	RHODES ELEMENTARY SCHOOL	09/11/23	\$51,568.00	ANNUAL SALARY
MCGUIGAN, SARAH	SPECIAL EDUCATION ASSISTANT	FRANKFORD HIGH SCHOOL	09/13/23	\$23,474.00	ANNUAL SALARY
MCKEITHAN, SONDIATA	TEACHER,FULL TIME	FELTONVILLE INTERMEDIATE	09/11/23	\$64,268.00	ANNUAL SALARY
MCLAINE, DESTYNN Z	SPECIAL EDUCATION ASSISTANT	THE U SCHOOL	09/18/23	\$23,474.00	ANNUAL SALARY
MCLAUGHLIN, FARRAD	TEACHER,SPEC EDUCATION	ROXBOROUGH HIGH SCHOOL	09/05/23	\$59,529.00	ANNUAL SALARY
MCNAIR, AVERY	TEACHER,FULL TIME	LEA, HENRY C.	09/01/23	\$60,573.00	ANNUAL SALARY
MCNEIL, NIJAYAH	SPECIAL EDUCATION ASSISTANT	CHILDS, GEORGE W. SCHOOL	09/26/23	\$23,474.00	ANNUAL SALARY
MERMELSTEIN, BRETT	TEACHER,FULL TIME	COOKE, JAY ELEMENTARY SCHOOL	09/08/23	\$51,568.00	ANNUAL SALARY
MERRICKS, CORNEL	TEACHER,FULL TIME	MASTBAUM, JULES E. HIGH SCHOOL	08/16/23	\$51,568.00	ANNUAL SALARY
MOLDER, SARAH	TEACHER,FULL TIME	GLORIA CASAREZ ELEMENTARY	09/26/23	\$51,568.00	ANNUAL SALARY
MONTANEZ, GRISELLE	SPECIAL EDUCATION ASSISTANT	SPRUANCE, GILBERT SCHOOL	09/26/23	\$23,474.00	ANNUAL SALARY
MOODY, KYESHA	SPECIAL EDUCATION ASSISTANT	PENROSE SCHOOL	09/18/23	\$23,474.00	ANNUAL SALARY
MORGAN, ISIAAH	TEACHER,FULL TIME	WEBSTER, JOHN H. SCHOOL	09/06/23	\$51,568.00	ANNUAL SALARY
MORRIS-WILCOX, SHAKEDIA L	TEACHER,SPEC EDUCATION	BARRY, JOHN ELEMENTARY SCHOOL	09/11/23	\$69,862.00	ANNUAL SALARY
MOSLEY, TIKYA R	SPECIAL EDUCATION ASSISTANT	STANTON, EDWIN M. SCHOOL	08/29/23	\$23,474.00	ANNUAL SALARY
MUOIO, ALEXIS	SPECIAL EDUCATION ASSISTANT	BALDI MIDDLE SCHOOL	09/18/23	\$23,474.00	ANNUAL SALARY
NALEPKA, CHRISTINE	TEACHER,SPEC EDUCATION	PARKWAY WEST HIGH SCHOOL	09/12/23	\$80,988.00	ANNUAL SALARY
NEWSOME, ZINGARA S	SPECIAL EDUCATION ASSISTANT	RHODES ELEMENTARY SCHOOL	09/26/23	\$23,474.00	ANNUAL SALARY

NG, TOM	TEACHER,FULL TIME	ADAIRE, ALEXANDER SCHOOL	08/29/23	\$53,085.00	ANNUAL SALARY
NGUYEN, NICHOLAS	TEACHER,FULL TIME	BARTON, CLARA SCHOOL	09/26/23	\$51,568.00	ANNUAL SALARY
NIMETULLAH, NAMILAH Z	TEACHER,SPEC EDUCATION	THE LINC	09/11/23	\$54,032.00	ANNUAL SALARY
NIXON, GINA	SUPPORTIVE SERVICES ASST, 3 HR	WASHINGTON, GROVER JR. MIDDLE	09/14/23	\$10,431.00	ANNUAL SALARY
NORRIS, LAUREN A	SUPPORTIVE SERVICES ASST, 4 HR	MC CLURE, ALEXANDER K. SCHOOL	09/26/23	\$13,908.00	ANNUAL SALARY
NORWOOD, BRETT	TEACHER,FULL TIME	CREATIVE AND PERFORMING ARTS	09/13/23	\$58,965.00	ANNUAL SALARY
NUGENT, EMILY	TEACHER,FULL TIME	MOORE, J. HAMPTON SCHOOL	08/16/23	\$51,568.00	ANNUAL SALARY
O'CONNOR, BRIAN	TEACHER,FULL TIME	PENN TREATY HIGH SCHOOL	09/11/23	\$56,405.00	ANNUAL SALARY
OCASIO RODRIGUEZ, KARLA MARIE	TEACHER,FULL TIME	SOUTHWARK SCHOOL	08/31/23	\$61,806.00	ANNUAL SALARY
ODOM, JENEL S	TEACHER,SPEC EDUCATION	RANDOLPH TECHNICAL HIGH SCHOOL	09/06/23	\$52,516.00	ANNUAL SALARY
OLIVER, DUSTIN MYLES	TEACHER,FULL TIME	EDISON, THOMAS A. HIGH SCHOOL	09/11/23	\$51,568.00	ANNUAL SALARY
OLIVO, LILLIAN	CLIMATE AND CULTURE COACH	CLIMATE & SAFETY	09/29/23	\$69,000.00	ANNUAL SALARY
PAINE-CHABERT, LUCIA BEATRIZ	TEACHER,FULL TIME	DEBURGOS, J. ELEMENTARY	08/16/23	\$51,568.00	ANNUAL SALARY
PALMER, KENNETH A	TEACHER,SPEC EDUCATION	KENDERTON ELEMENTARY	09/26/23	\$52,516.00	ANNUAL SALARY
PARAMBATH, ELIZABETH	PROJECT MANAGER	CHARTER, PARTNER & NEW SCHOOLS	09/14/23	\$71,000.00	ANNUAL SALARY
PAYNE, CELIKK	SPECIAL EDUCATION ASSISTANT	ROXBOROUGH HIGH SCHOOL	09/26/23	\$23,474.00	ANNUAL SALARY
PETTY, AYIANNA	TEACHER ASST,PKHS	LOWELL BRIGHT FUTURES	09/06/23	\$23,474.00	ANNUAL SALARY
PFLIPSEN, KIANA MERCEDES	BEHAVIORAL HEALTH COUNSELOR	DUCKREY, TANNER SCHOOL	09/01/23	\$64,839.00	ANNUAL SALARY
PHELPS, MICHAEL	TEACHER,FULL TIME	FINLETTER, THOMAS K. SCHOOL	09/15/23	\$58,965.00	ANNUAL SALARY
POMPEY, STEVE D.S.	SPECIAL EDUCATION ASSISTANT	FRANKFORD HIGH SCHOOL	09/18/23	\$23,474.00	ANNUAL SALARY
POOLE, SHANAE	SPECIAL EDUCATION ASSISTANT	CAYUGA SCHOOL	09/11/23	\$23,474.00	ANNUAL SALARY
PORTER, KEYONAH	TEACHER,FULL TIME	HUNTER, WILLIAM H. SCHOOL	09/05/23	\$51,568.00	ANNUAL SALARY
PORTNOY, MONICA L	SUPPORTIVE SERVICES ASST, 4 HR	WILLARD, FRANCES E. SCHOOL	09/05/23	\$13,908.00	ANNUAL SALARY
PRASAD, ALOK	TEACHER,SPEC EDUCATION	FRANKFORD HIGH SCHOOL	09/12/23	\$54,032.00	ANNUAL SALARY

PRESSLEY-JOHNSON, NASIR DAJOUR	SPECIAL EDUCATION ASSISTANT	CASTOR GARDENS MIDDLE SCHOOL	09/26/23	\$23,474.00	ANNUAL SALARY
PRICE, SHANIYAH	SPECIAL EDUCATION ASSISTANT	MASTBAUM, JULES E. HIGH SCHOOL	09/05/23	\$23,474.00	ANNUAL SALARY
PRIMES, NIA GENEVA	SPECIAL EDUCATION ASSISTANT	TAYLOR, BAYARD SCHOOL	09/11/23	\$23,474.00	ANNUAL SALARY
QUINTANILLA, KEVIN ALCIDES	TEACHER,FULL TIME	STETSON, JOHN B. MIDDLE SCHOOL	08/29/23	\$51,568.00	ANNUAL SALARY
RAGLAND, SHAHEEDAH	SPECIAL EDUCATION ASSISTANT	PENN TREATY HIGH SCHOOL	09/14/23	\$23,474.00	ANNUAL SALARY
RANDOLPH, SHAYON	SPECIAL EDUCATION ASSISTANT	WEBSTER, JOHN H. SCHOOL	09/26/23	\$23,474.00	ANNUAL SALARY
REDDING, JESSICA L.	TEACHER,FULL TIME	FELS, SAMUEL HIGH SCHOOL	09/06/23	\$83,507.00	ANNUAL SALARY
REDONDO, MELISSA SUE	SPECIAL EDUCATION ASSISTANT	BALDI MIDDLE SCHOOL	09/18/23	\$23,474.00	ANNUAL SALARY
REICHEL, ELIZABETH J	TEACHER,FULL TIME	RHOADS, JAMES SCHOOL	09/26/23	\$51,568.00	ANNUAL SALARY
REID, JALONDA D	TEACHER,SPEC EDUCATION	PENNYPACKER, SAMUEL SCHOOL	09/18/23	\$55,170.00	ANNUAL SALARY
RICCI TORRES, IRIS ANTONIA	SPECIAL EDUCATION ASSISTANT	HOLME, THOMAS SCHOOL	09/01/23	\$23,474.00	ANNUAL SALARY
RICE-THOMPSON, DEBI EILEEN	TEACHER,SPEC EDUCATION	RHOADS, JAMES SCHOOL	09/05/23	\$54,032.00	ANNUAL SALARY
RICHARDS, CHARNELLE A	SPECIAL EDUCATION ASSISTANT	LONGSTRETH, WILLIAM C. SCHOOL	09/18/23	\$23,474.00	ANNUAL SALARY
RICHMOND, ARNOLD KENNETH	TEACHER,FULL TIME	CLEMENTE, ROBERTO MIDDLE SCHL	09/07/23	\$51,568.00	ANNUAL SALARY
RILEY, DANIEL T	TEACHER,FULL TIME	BARTRAM, JOHN HIGH SCHOOL	09/05/23	\$75,558.00	ANNUAL SALARY
RIVERS, JANAE JOY	SPECIAL EDUCATION ASSISTANT	ROXBOROUGH HIGH SCHOOL	09/26/23	\$23,474.00	ANNUAL SALARY
ROBINSON, TYSHAE	SPECIAL EDUCATION ASSISTANT	ROOSEVELT ELEMENTARY SCHOOL	09/05/23	\$35,101.00	ANNUAL SALARY
ROBINSON, TASHA	TEACHER,FULL TIME	PENNYPACKER, SAMUEL SCHOOL	09/01/23	\$53,085.00	ANNUAL SALARY
ROBINSON, MILAN C	EXECUTIVE ASSISTANT	OFFICE OF STUDENT SUPPORT SRVS	09/22/23	\$51,000.00	ANNUAL SALARY
RODRIGUEZ, ELQUIA YANIRA	SPECIAL EDUCATION ASSISTANT	MC CLURE, ALEXANDER K. SCHOOL	09/11/23	\$23,474.00	ANNUAL SALARY
ROGERS, ALLISHA S	SPECIAL EDUCATION ASSISTANT	MEADE, GEN. GEORGE G. SCHOOL	09/12/23	\$23,474.00	ANNUAL SALARY
ROGERS, DEMETRIUS L	SPECIAL EDUCATION ASSISTANT	HIGH SCHOOL OF THE FUTURE	09/11/23	\$23,474.00	ANNUAL SALARY
ROSE, NATARA	SUPPORTIVE SERVICES ASST, 4 HR	TILDEN MIDDLE SCHOOL	09/11/23	\$13,908.00	ANNUAL SALARY
ROSS, AAMIR B	SPECIAL EDUCATION ASSISTANT	SHARSWOOD, GEORGE SCHOOL	09/26/23	\$23,474.00	ANNUAL SALARY

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RUSSELL, DAJAH	TALENT PARTNER	RECRUITMENT & STAFFING	09/05/23	\$69,460.00	ANNUAL SALARY
SAMMONS, SAMEERA M	SPECIAL EDUCATION ASSISTANT	LONGSTRETH, WILLIAM C. SCHOOL	09/05/23	\$23,474.00	ANNUAL SALARY
SANTIAGO, ALIANNA H	SPECIAL EDUCATION ASSISTANT	VARE-WASHINGTON ELEMENTARY	09/26/23	\$23,474.00	ANNUAL SALARY
SAUNDERS, NISSIAH A	SPECIAL EDUCATION ASSISTANT	WIDENER MEMORIAL SCHOOL	09/26/23	\$23,474.00	ANNUAL SALARY
SCHAEFFER, BRETT	SPECIAL DIRECTOR OF POLICY	CHIEF EXECUTIVE OFFICE	09/11/23	\$130,000.00	ANNUAL SALARY
SCOTT, SABRA D	SCHOOL COUNSELOR, 10 MONTHS	WAGNER, GEN. LOUIS MIDDLE SCH.	09/28/23	\$53,085.00	ANNUAL SALARY
SCOTT, BRIANNA LS	SPECIAL EDUCATION ASSISTANT	SHARSWOOD, GEORGE SCHOOL	09/05/23	\$23,474.00	ANNUAL SALARY
SCREEN, TIFFANY R	STEP CASE MANAGER	PREVENTION & INTERVENTION	09/07/23	\$58,000.00	ANNUAL SALARY
SEARS, CONOR T	TEACHER,FULL TIME	HARDING, WARREN G. MIDDLE SCH	09/26/23	\$51,568.00	ANNUAL SALARY
SEAWOOD, SHARON N	SPECIAL EDUCATION ASSISTANT	FRANKFORD HIGH SCHOOL	09/18/23	\$23,474.00	ANNUAL SALARY
SESSOMS, MARGAREE	TEACHER,FULL TIME	BLUFORD ELEMENTARY SCHOOL	08/29/23	\$51,568.00	ANNUAL SALARY
SHANNON-ADDERLEY, JAMIYAH M	SPECIAL EDUCATION ASSISTANT	WILLARD, FRANCES E. SCHOOL	09/05/23	\$23,474.00	ANNUAL SALARY
SHAW, NICOLE E	SPECIAL EDUCATION ASSISTANT	BROWN, JOSEPH H. SCHOOL	09/26/23	\$23,474.00	ANNUAL SALARY
SIMMONS, BRANDON MAJOR	TEACHER,SPEC EDUCATION	RANDOLPH TECHNICAL HIGH SCHOOL	09/01/23	\$54,032.00	ANNUAL SALARY
SIMMS, SOPHIA T.L.	SPECIAL EDUCATION ASSISTANT	NEBINGER, GEORGE W. SCHOOL	09/11/23	\$23,474.00	ANNUAL SALARY
SINGLETON, DANIELLE	SPECIAL EDUCATION ASSISTANT	LONGSTRETH, WILLIAM C. SCHOOL	09/18/23	\$23,474.00	ANNUAL SALARY
SLOCUM, TIFFANY E	SPECIAL EDUCATION ASSISTANT	WIDENER MEMORIAL SCHOOL	09/26/23	\$23,474.00	ANNUAL SALARY
SLOH, CHEA	SPECIAL EDUCATION ASSISTANT	WASHINGTON, GEORGE HIGH SCHOOL	09/06/23	\$23,474.00	ANNUAL SALARY
SMITH, GABRIELLA	TEACHER,FULL TIME	GLORIA CASAREZ ELEMENTARY	08/16/23	\$55,644.00	ANNUAL SALARY
SPANN, NICOLE	TEACHER,SPEC EDUCATION	CASTOR GARDENS MIDDLE SCHOOL	09/12/23	\$52,516.00	ANNUAL SALARY
ST. PETER, CHRISTOPHER MATHEW	SCHOOL NURSE	NORTHEAST COMMUNITY PROPEL ACD	08/16/23	\$74,171.00	ANNUAL SALARY
STEWART, MONIQUE	SPECIAL EDUCATION ASSISTANT	HARRINGTON, AVERY D. SCHOOL	08/29/23	\$23,474.00	ANNUAL SALARY
STILL, CHARLES	SUPPORTIVE SERVICES ASST, 4 HR	WILLARD, FRANCES E. SCHOOL	09/05/23	\$13,908.00	ANNUAL SALARY
STOKES, CHENELLE	TEACHER ASST,PKHS	EDISON HIGH BRIGHT FUTURES	08/16/23	\$23,474.00	ANNUAL SALARY

SUAREZ, DAMIAN	TEACHER,FULL TIME	FINLETTER, THOMAS K. SCHOOL	09/11/23	\$51,568.00	ANNUAL SALARY
SULLIVAN, MAURA	TEACHER,SPEC EDUCATION	RHODES ELEMENTARY SCHOOL	09/11/23	\$57,351.00	ANNUAL SALARY
SWAIN, MAYA J	SPECIAL EDUCATION ASSISTANT	FRANKFORD HIGH SCHOOL	09/06/23	\$23,474.00	ANNUAL SALARY
TAGUINE SAIDJI, RADIA	TEACHER,SPEC EDUCATION	SOUTH PHILADELPHIA HIGH SCHOOL	09/01/23	\$50,241.00	ANNUAL SALARY
TAYLOR, PORTIA D	TEACHER,FULL TIME	WASHINGTON, GEORGE HIGH SCHOOL	09/01/23	\$53,749.00	ANNUAL SALARY
THOMAS, SHAKARA C	SPECIAL EDUCATION ASSISTANT	PENNELL, JOSEPH ELEMENTARY	09/26/23	\$23,474.00	ANNUAL SALARY
THOMAS, KAEMANJE	TEACHER,FULL TIME	CLEMENTE, ROBERTO MIDDLE SCHL	08/29/23	\$58,965.00	ANNUAL SALARY
THOMAS-HUNTER, JASIONE	SPECIAL EDUCATION ASSISTANT	WEBSTER, JOHN H. SCHOOL	08/29/23	\$23,474.00	ANNUAL SALARY
THOMPSON, MARSHAE	SECRETARY I	MOTIVATION HIGH SCHOOL	09/18/23	\$26,351.00	ANNUAL SALARY
TIMITE, CHARLY	TEACHER,FULL TIME	BARTRAM, JOHN HIGH SCHOOL	09/27/23	\$51,568.00	ANNUAL SALARY
TINNEY, KATHARINE	TEACHER,FULL TIME	HESTON, EDWARD SCHOOL	08/31/23	\$51,568.00	ANNUAL SALARY
TRACEY, JOHN	SPECIAL EDUCATION ASSISTANT	WEBSTER, JOHN H. SCHOOL	09/18/23	\$23,474.00	ANNUAL SALARY
TRAPP, SHERITA D	SPECIAL EDUCATION ASSISTANT	FELS, SAMUEL HIGH SCHOOL	09/11/23	\$23,474.00	ANNUAL SALARY
TUGGLES, NYEEMAH F	SPECIAL EDUCATION ASSISTANT	PENROSE SCHOOL	09/05/23	\$23,474.00	ANNUAL SALARY
TURNER, KARLETTA LYNN	TEACHER,SPEC EDUCATION	FRANKLIN, BENJAMIN ELEM SCHOOL	09/11/23	\$86,927.00	ANNUAL SALARY
TYLER, SHANAE N	SPECIAL EDUCATION ASSISTANT	WIDENER MEMORIAL SCHOOL	09/18/23	\$23,474.00	ANNUAL SALARY
TYREE-WALKER, JAHIJ	SPECIAL EDUCATION ASSISTANT	LONGSTRETH, WILLIAM C. SCHOOL	09/05/23	\$23,474.00	ANNUAL SALARY
VALDERA, NINA M	TEACHER,FULL TIME	NORTHEAST HIGH SCHOOL	08/16/23	\$56,405.00	ANNUAL SALARY
VALENTIN, MILAGRO	SUPPORTIVE SERVICES ASST, 3 HR	JENKS ACADEMY ARTS & SCIENCES	09/05/23	\$10,431.00	ANNUAL SALARY
VASQUEZ, DIANA	SUPPORTIVE SERVICES ASST, 3 HR	ALLEN, ETHAN SCHOOL	09/18/23	\$10,431.00	ANNUAL SALARY
VIERA, SYDNEY A	TEACHER RESIDENT	FINLETTER, THOMAS K. SCHOOL	08/16/23	\$38,611.00	ANNUAL SALARY
VUNG, GO K	TEACHER ASST,PKHS	JACKSON HEAD START	09/26/23	\$23,474.00	ANNUAL SALARY
WAGES, VANEESHA	SPECIAL EDUCATION ASSISTANT	WIDENER MEMORIAL SCHOOL	09/18/23	\$23,474.00	ANNUAL SALARY
WALKER, MARVA P	SPECIAL EDUCATION ASSISTANT	LONGSTRETH, WILLIAM C. SCHOOL	09/05/23	\$23,474.00	ANNUAL SALARY

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WALSH, CHLOE	TEACHER,FULL TIME	LOESCHE, WILLIAM H. SCHOOL	08/29/23	\$51,568.00	ANNUAL SALARY
WASHINGTON, KHALIF	SPECIAL EDUCATION ASSISTANT	WEST PHILADELPHIA HIGH SCHOOL	09/06/23	\$23,474.00	ANNUAL SALARY
WELDON, RILEY	SPECIAL EDUCATION ASSISTANT	DECATUR, STEPHEN SCHOOL	09/26/23	\$23,474.00	ANNUAL SALARY
WEST, LA'SHAY M	SPECIAL EDUCATION ASSISTANT	FELS, SAMUEL HIGH SCHOOL	08/29/23	\$23,474.00	ANNUAL SALARY
WHITE, DESTINY DIOR	SPECIAL EDUCATION ASSISTANT	FITLER ACADEMICS PLUS	09/26/23	\$23,474.00	ANNUAL SALARY
WHITE, GRACE	TEACHER,SPEC EDUCATION	FINLETTER, THOMAS K. SCHOOL	08/16/23	\$52,516.00	ANNUAL SALARY
WILKINS, DEVIN	TEACHER,FULL TIME	MORRIS, ROBERT SCHOOL	09/01/23	\$51,568.00	ANNUAL SALARY
WILLIAMS, RAINA E	SPECIAL EDUCATION ASSISTANT	EDMONDS, FRANKLIN S. SCHOOL	09/26/23	\$23,474.00	ANNUAL SALARY
WILLIAMS, ANITA M	SUPPORTIVE SERVICES ASST, 3 HR	ALLEN, ETHAN SCHOOL	08/29/23	\$10,431.00	ANNUAL SALARY
WILLIAMS, LAMONTE J	SPECIAL EDUCATION ASSISTANT	FELL, D. NEWLIN SCHOOL	09/26/23	\$23,474.00	ANNUAL SALARY
WILLIAMS, LENESHA	SPECIAL EDUCATION ASSISTANT	HIGH SCHOOL OF THE FUTURE	09/11/23	\$23,474.00	ANNUAL SALARY
WILLIAMS, TAMIR J	SPECIAL EDUCATION ASSISTANT	PENROSE SCHOOL	09/05/23	\$23,474.00	ANNUAL SALARY
WILLIAMS, TREVON D	SPECIAL EDUCATION ASSISTANT	MORTON, THOMAS G. SCHOOL	09/01/23	\$23,474.00	ANNUAL SALARY
WILLIAMS, MICHAEL E	TEACHER,FULL TIME	CHIEF ACADEMIC OFFICE	08/16/23	\$72,811.00	ANNUAL SALARY
WILLIS, NIA S	SPECIAL EDUCATION ASSISTANT	HANCOCK DEMONSTRATION SCHOOL	09/05/23	\$23,474.00	ANNUAL SALARY
WILSON, LAMONT T	SPECIAL EDUCATION ASSISTANT	CARNELL, LAURA H. SCHOOL	09/06/23	\$23,474.00	ANNUAL SALARY
WITMER, HANNAH	TEACHER,FULL TIME	BARRY, JOHN ELEMENTARY SCHOOL	09/05/23	\$51,568.00	ANNUAL SALARY
WOOD, APRIL KATURAH	SPECIAL EDUCATION ASSISTANT	STANTON, EDWIN M. SCHOOL	09/26/23	\$23,474.00	ANNUAL SALARY
WORRELL, KAREN	TEACHER,SPEC EDUCATION	KENSINGTON HIGH SCHOOL	08/29/23	\$57,351.00	ANNUAL SALARY
YANN, TIDA	TEACHER,FULL TIME	FURNESS, HORACE HIGH SCHOOL	09/13/23	\$51,568.00	ANNUAL SALARY
YEAGER, KRISTIN	TEACHER,FULL TIME	BACHE-MARTIN SCHOOL	09/19/23	\$58,109.00	ANNUAL SALARY

Action Item - 3.

Title: Approval of Personnel Terminations (Updated 10.19.2023)

Board of Education Meeting Date: 10/19/2023

Action under consideration

RESOLVED, that there exists sufficient evidence to support the recommendation of the Superintendent and/or his designee to terminate the employment, from the School District of Philadelphia, of the following employees effective October 19, 2023:

Names to be provided for public view immediately prior to the Board of Education Action Meeting

Office Originating Request: Talent

ATTACHMENTS:

Description

Action Item 3 - FINAL

Type

Supporting Document

Subject: Administration's recommended termination of employee(s)

RESOLVED, that there exists sufficient evidence to support the recommendation of the Superintendent and/or his designee to terminate the employment, from the School District of Philadelphia, of the following employees effective October 19, 2023:

Sulaiman El	Student Climate Staff
Sherri Jordan	Food Service Worker
Dontae Smith	Student Climate Staff
Tysha Thomas	General Cleaner
Yuan Valcarcel	Student Climate Staff
Aleema Washington-Tyler	General Cleaner

Action Item - 5.

Title: Approval of Resignations and Retirements (Updated 10.19.2023)

Board of Education Meeting Date: 10/19/2023

Action under consideration

RESOLVED, by the Board of Education that the resignations and retirements of the
following individuals are accepted effective October 19, 2023.

*Names to be provided for public view immediately prior to the Board of Education Action
Meeting on October 19, 2023.

Office Originating Request: Talent

ATTACHMENTS:

Description

Action Item 5

Type

Supporting Document

RESOLVED, by the Board of Education that the resignations and retirements of the following individuals are accepted effective October 19, 2023

Aaras, Yousra	Academy At Palumbo	Student Climate Staff,4 Hours	09/26/2023	Resignation
Abdul-Raashid-Mays, Naseer	Meredith, William M. School	General Cleaner, 8 Hours	08/25/2023	Resignation
Adams, Edward	Bodine, William W. High School	General Cleaner, 8 Hours	11/17/2023	Retirement
Adamson-White, Debontina	Harding, Warren G. Middle Sch	Teacher,Full Time	08/28/2023	Resignation
Alexander, Lamar	Clemente, Roberto Middle Schl	School Climate Manager	09/01/2023	Resignation
Andrewlevich, Stephanie	Mitchell Elementary School	Principal	08/11/2023	Resignation
Arentzen, Jennifer	Holme, Thomas School	Teacher,Spec Education	10/06/2023	Resignation
Artis, Sheila	Widener Memorial School	Bus Attendant	09/05/2023	Resignation
Aruffo, Kathleen	Key, Francis Scott School	Supportive Services Asst, 4 Hr	09/01/2023	Resignation
Austin, Francine	Strawberry Mansion High School	Special Education Assistant	06/15/2023	Resignation
Ayala, Ilene	Munoz-Marin, Hon Luis School	Special Education Assistant	10/20/2023	Resignation
Ayukachale, Angela	Lankenau High School	Teacher,Spec Education	11/27/2023	Resignation
Baatin, Elijah	Peirce, Thomas M. School	Student Climate Staff,4 Hours	06/15/2023	Resignation
Bailey, Iyanna	Mc Clure, Alexander K. School	Student Climate Staff,4 Hours	08/30/2023	Resignation

Banuelos, Jorge	Lea, Henry C.	Special Education Assistant	06/15/2023	Resignation
Batoff, Daryl	Marshall, Thurgood School	Teacher, Spec Education	11/10/2023	Resignation
Baumann, Paula	Hopkinson, Francis School	Teacher, Spec Education	09/06/2023	Resignation
Beaver, Jessica	Northeast High School	Teacher, Full Time	10/13/2023	Resignation
Bellevue, Gregory	Auditing Services	Auditor Ii	09/29/2023	Resignation
Bergmueller, Catherine	Ziegler, William H. School	Teacher, Spec Education	06/15/2023	Resignation
Berry, Sonya	Office Of Specialized Services	Deputy, Specialized Services	10/06/2023	Retirement
Berry, Mellitta	Spruance, Gilbert School	Supportive Services Asst, 4 Hr	09/26/2023	Resignation
Binelli, Naomi	Kenderton Elementary	Teacher, Full Time	09/29/2023	Resignation
Bishop, Tyrone	Brown, Joseph H. School	Student Climate Staff, 6 Hours	08/31/2023	Resignation
Blake, Stephane	Day, Anna B. School	Student Climate Staff, 5 Hours	06/15/2023	Resignation
Booker, Chanel	Prince Hall School	Special Education Assistant	08/31/2023	Resignation
Bowden, Kendra	Olney High School	Teacher, Spec Education	08/31/2023	Resignation
Boyce, Renay	Office Of Specialized Services	Coord, Specialized Svcs	12/04/2023	Retirement
Bradley, Odette	Nebinger, George W. School	Special Education Assistant	06/15/2023	Resignation
Bradley, Alisha	Waring, Laura W. School	Bus Attendant	06/15/2023	Resignation
Brenneman, Kim	Longstreth, William C. School	School Counselor, 10 Months	10/09/2023	Resignation
Brinson Muhammad, Esther	Finletter, Thomas K. School	Special Education Assistant	08/29/2023	Resignation

Briskin, Gregory	Constitution High School	Teacher, Full Time	11/17/2023	Resignation
Brown, Karima	Washington, Martha School	Special Education Assistant	07/28/2023	Resignation
Brown, Thomasina	Lincoln, Abraham High School	Special Education Assistant	06/15/2024	Retirement
Bryant, Denise	Hill-Freedman World Academy	Special Education Assistant	09/08/2023	Resignation
Burkhart, Denise	Morrison, Andrew J. School	Teacher, Full Time	06/15/2023	Resignation
Burnett, Latif	Morton, Thomas G. School	Special Education Assistant	09/01/2023	Resignation
Byrd Al Islam, Debra	Hunter School Head Start	Teacher Asst, Pkhs	10/06/2023	Retirement
Cafiero, Thomas	Bache-Martin School	Interp, Deaf/Hard Of Hearing	10/02/2023	Retirement
Calabrese, Sara	Fels, Samuel High School	Asst Principal	09/05/2023	Resignation
Calhoun, Michael	Office Of School Safety	School Safety Officer	09/08/2023	Retirement
Canty, Candace	Blankenburg, Rudolph School	Teacher, Full Time	06/15/2023	Resignation
Cappo, Suzanne	Spruance, Gilbert School	Teacher, Full Time	09/28/2023	Retirement
Carrion, Vicky	Fels, Samuel High School	Teacher, Full Time	08/22/2023	Retirement
Carrion, Segundo	Northeast High School	School Safety Officer	10/27/2023	Retirement
Carter, Nadira	Girls, Phila High School For Girls	Student Climate Staff, 6 Hours	06/15/2023	Resignation
Casiano-Medina, Irisyarelisse	Potter-Thomas School	Secretary I	10/19/2023	Resignation
Centeno, Natasha	Cayuga School	Student Climate Staff, 6 Hours	06/15/2023	Resignation
Chaney, Zakia	Office Of School Safety	School Safety Officer	06/15/2023	Resignation

Charles, Ciera	Washington, Martha School	Special Education Assistant	08/31/2023	Resignation
Chen, Lesley	Mitchell Elementary School	Teacher, Spec Education	06/15/2023	Resignation
Cheng, Jenny	Olney High School	Teacher, Full Time	06/15/2023	Resignation
Cintron, Ishaiah	Kearny, Gen. Philip School	Supportive Services Asst, 4 Hr	09/21/2023	Resignation
Clark, Danielle	Edison, Thomas A. High School	Special Education Assistant	06/15/2023	Resignation
Clark, Dawn	Frank, Anne School	Student Climate Staff, 5 Hours	06/15/2023	Resignation
Coit-Jones, Keana	Hopkinson, Francis School	Special Education Assistant	10/04/2023	Resignation
Cole, Gina	Employee Support Services	Benefits Operations Supervisor	01/19/2024	Retirement
Coley, Tracy	Harding, Warren G. Middle Sch	Special Education Assistant	09/28/2023	Retirement
Coley-Wilson, Sharon	Locke, Alain School	School Psychologist	10/23/2023	Resignation
Copper, Torrie	Girard, Stephen School	Special Education Assistant	10/06/2023	Resignation
Corley-Hampton, Bonita	Fell, D. Newlin School	Supportive Services Asst, 3 Hr	09/11/2023	Retirement
Cortez, Adriana	Rhawnhurst School	Special Education Assistant	06/15/2023	Resignation
Costas-Gonzalez, Jo-Annie	Holme Head Start	Student Climate St, Erl Ch 5 Hr	09/26/2023	Resignation
Cramp, Nicholas	Amy 5 At James Martin	Teacher, Full Time	06/15/2023	Resignation
Crandall, Jahmall	Office Of School Safety	School Safety Officer	09/08/2023	Resignation
Crosby, Nicole	Strawberry Mansion High School	School Climate Liaison	09/29/2023	Resignation

Cruz, Hector	Office Of School Safety	School Safety Officer, 8Hrs	01/02/2024	Retirement
Culmer, Ryan	Greenfield, Albert M. School	Special Education Assistant	09/06/2023	Resignation
Cunningham, Daquan	Taylor, Bayard School	Special Education Assistant	08/30/2023	Resignation
Currie, Antwan	Academy At Palumbo	Special Education Assistant	08/29/2023	Resignation
Daniel Johnson, Alina	Frank, Anne School	Student Climate Staff,4 Hours	09/05/2023	Resignation
Daniels, Brianne	Amy Northwest	Custodial Assistant	08/28/2023	Resignation
Davenport, Danielle	Meade, Gen. George G. School	Step Clinical Coordinator	09/29/2023	Resignation
Davila, Francisca	Marshall, Thurgood School	Special Education Assistant	10/06/2023	Retirement
Davis, Edmund	Facilities Mgmt. & Services	Facilities Area Manager	09/08/2023	Resignation
Davis, Zhailika	Bache-Martin School	Student Climate Staff,5 Hours	09/22/2023	Resignation
Davis, Sherry	Bus Attendants-Private Schools	Bus Attendant,Eig Hours	10/11/2023	Retirement
Days, Eboney	Strawberry Mansion High School	Special Education Assistant	09/08/2023	Resignation
Debnam, Sharif	Hopkinson, Francis School	Student Climate Staff,4 Hours	09/22/2023	Resignation
Dejesus, Leanette	Fitzpatrick, A.L. School	Special Education Assistant	09/28/2023	Resignation
Delaney, Brian	Penrose School	Teacher,Full Time	10/16/2023	Retirement
Delgado Ramos, Jose	Munoz-Marin, Hon Luis School	Special Education Assistant	06/15/2023	Resignation
Denkins, Troi	West Philadelphia High School	Special Education Assistant	06/15/2023	Resignation

Desouza, Anna Clara	Spruance, Gilbert School	Counseling Asst,Bilingual	06/15/2023	Resignation
Diaz, Stanley	Philadelphia Military Academy	Student Climate Staff,6 Hours	09/26/2023	Resignation
Digiorgio, Sara	Teaching And Learning	Consulting Teacher	08/30/2023	Resignation
Dixon, Gwendolyn	Greenfield, Albert M. School	Student Climate Staff,3 Hours	09/05/2023	Retirement
Dixon, Joe	Overbrook Elementary School	Principal	09/21/2023	Resignation
Donnelly, Kristy	Comly, Watson School	Teacher,Spec Education	12/09/2023	Resignation
Dorsey, Tyn	Roosevelt Elementary School	General Cleaner, 8 Hours	10/02/2023	Resignation
Dougherty, Danielle	Marshall, Thurgood School	Teacher,Full Time	10/20/2023	Resignation
Dowling, Kayla	Penn Treaty High School	Special Education Assistant	10/05/2023	Resignation
Downing, Jannifer	Office Of School Safety	School Safety Officer	06/15/2023	Retirement
Drake, Brooke	Northeast High School	Teacher,Full Time	06/15/2023	Resignation
Drummond, Parthenia	Philadelphia Military Academy	Food Svcs Utility Worker	08/08/2023	Resignation
Dubois, Ariadne	Rowen, William School	Secretary I	06/15/2023	Resignation
Dubose, Shaquilah	Bus Attendants-Private Schools	Bus Attendant	09/12/2023	Resignation
Duncan, Abina	Mitchell Elementary School	School Psychologist	10/31/2023	Resignation
Edward, Mussarat	Lawton, Henry W. School	Secretary I	09/12/2023	Resignation
Edwards, Nicoleta	Taggart, John H. School	Supportive Services Asst, 4 Hr	09/05/2023	Retirement
Edwards, Shydia	Logan, James School	Special Education Assistant	08/30/2023	Resignation

Eley, Albert	Broad Street Garage	Bus Chau Trainee,Part-Time	06/15/2023	Resignation
Elizalde, Meredith	High School Of The Future	Teacher,Full Time	08/28/2023	Resignation
Emery, Wendy	Harrington, Avery D. School	Teacher,Full Time	06/15/2023	Resignation
Esposito, Allegra	Bregy, F. Amedee School	School Psychologist	10/16/2023	Resignation
Esposito, Kathleen	Sharswood, George School	Student Climate Staff,5 Hours	06/15/2023	Resignation
Fallows, John	Student Employment Cert Office	Industry Development Splst	09/08/2023	Resignation
Fatmiri, Driena	Baldi Middle School	Teacher,Full Time	06/15/2023	Resignation
Felder, Natasha	Office Of General Counsel	Asst General Counsel	09/01/2023	Resignation
Ferguson, Kimberly	Marshall, Thurgood School	Special Education Assistant	07/28/2023	Resignation
Fields, Amani	Chief Academic Office	Senior Project Manager	09/20/2023	Resignation
Fitzpatrick, Janelle	Family & Community Engagement	Dir,Family Call Center & Opers	09/01/2023	Resignation
Floyd, Karon	South Philadelphia High School	Step School Behavioral Consult	10/06/2023	Resignation
Forrest, Channell	Rhodes Elementary School	Step Case Manager	10/20/2023	Resignation
Fox, Shanay	Widener Memorial School	Building Engineer-Group Ii	08/31/2023	Resignation
Francks, Maya	Key, Francis Scott School	Student Climate Staff,4 Hours	09/15/2023	Resignation
Fred, Raymond	Office Of School Safety	School Safety Officer	06/15/2023	Resignation
Fuller-Hilton, Robin	Munoz-Marin, Hon Luis School	Special Education Assistant	09/05/2023	Retirement
Funck, Kati	Cayuga School	Teacher,Full Time	12/22/2023	Resignation
Gamble, Courtney	Cooke, Jay Elementary School	Student Climate Staff,6 Hours	06/15/2023	Resignation

Garcia, Crystal	Deburgos, J. Elementary	Special Education Assistant	10/13/2023	Resignation
Gardner, Monica	Cassidy, Lewis C Academics Plus	Secretary I	10/17/2023	Resignation
Garrett, Shaquille	Willard, Frances E. School	Special Education Assistant	10/04/2023	Resignation
Garvin, Heather	Forrest, Edwin School	Teacher, Full Time	09/01/2023	Resignation
Gavin, Kimberly	Cramp, William School	Teacher, Full Time	06/15/2023	Resignation
Gerali, Francesco	Olney High School	Counseling Asst, Bilingual	09/28/2023	Resignation
Gibson, Douglas	Science Ldshp Academy @ Beeber	Special Education Assistant	09/05/2023	Resignation
Glenn, Marian	Sayre, William L. High School	General Cleaner, 8 Hours	09/29/2023	Retirement
Gray, Belinda	Northeast Community Propel Academy	Supportive Services Asst, 4 Hr	09/05/2023	Resignation
Green, Ruthalee	Roosevelt Elementary School	Food Svcs Assistant	09/23/2023	Retirement
Green, Lora	Fitzpatrick, A.L. School	Teacher, Full Time	01/02/2024	Retirement
Grymes, Tiara		Teacher, Full Time	06/15/2023	Resignation
Guzman, Rainiel	Employees On Union Leave	Teacher, Special Assign, 10 Mo	09/11/2023	Retirement
Hall, Bobbie	Rowen, William School	Special Education Assistant	06/15/2023	Resignation
Hall, Donahue	Motivation High School	Custodial Assistant	11/01/2023	Retirement
Hall, Jackie	Lea, Henry C.	Food Svcs Assistant	09/18/2023	Resignation
Hamiel, Ellis	Overbrook Educational Center	Student Climate Staff, 6 Hours	09/13/2023	Resignation
Hamilton, Skye	Recruitment & Staffing	Talent Specialist	09/01/2023	Resignation
Hammond, Halle	Frankford High School	Special Education Assistant	08/29/2023	Resignation

Hankins-Jones, Brittany	Motivation High School	Secretary I	06/15/2023	Resignation
Hanley, Kellen	Wilson, Woodrow Middle School	Teacher, Full Time	06/15/2023	Resignation
Harris, Tina	Hamilton, Andrew School	Special Education Assistant	12/01/2023	Resignation
Harris, Christian	Cassidy, Lewis C Academics Plus	Teacher, Spec Education	11/08/2023	Resignation
Hartnett, Stephanie	Mayfair School	Student Climate Staff, 6 Hours	06/15/2023	Resignation
Hayes, Donna	Feltonville Intermediate	Food Svcs Assistant	09/18/2023	Resignation
Heller, Shelly	Building 21	School Counselor, 10 Months	10/09/2023	Resignation
Heng, Huykheng	Kirkbride, Eliza B. School	Special Education Assistant	10/31/2023	Resignation
Hill, Iveania	Morrison, Andrew J. School	Special Education Assistant	09/07/2023	Resignation
Hill, Adrienne	High School Of The Future	Special Education Assistant	09/20/2023	Resignation
Hoard, Tanya	Educational Technology Group	Technology Program Spec	11/17/2023	Retirement
Hobbs, Jamina	Mc Michael, Morton School	Student Climate Staff, 6 Hours	06/15/2023	Resignation
Hortelano-Pelaez, Silvia	Hill-Freedman World Academy	Teacher, Full Time	10/23/2023	Resignation
Howard, Shirley	Barton, Clara School	General Cleaner, 8 Hours	09/28/2023	Retirement
Howard, Queen	Comegys, Benjamin B. School	General Cleaner, 8 Hours	09/01/2023	Retirement
Humphrey, Ifetayo	Heston, Edward School	Teacher, Full Time	10/10/2023	Resignation
Hurst, Shanta	Morris, Robert School	General Cleaner, 8 Hours	08/21/2023	Resignation
Jackson, Yusuf	Office Of School Safety	Investigator	09/15/2023	Resignation

Jackson, Nona	Clemente, Roberto Middle School	Bus Attendant, 6 Hours	09/21/2023	Resignation
Jacobs, John	Moffet, John School	Teacher,Spec Education	10/16/2023	Resignation
Jacome, Haely	Frankford High School	Counseling Asst,Bilingual	08/29/2023	Resignation
Jefferies, Troy	Cook-Wissahickon School	Food Svcs Assistant	09/19/2023	Resignation
Jenkins, Stephanie	Barry, John Elementary School	Special Education Assistant	06/15/2023	Resignation
Jenkins, Angelique	Kearny, Gen. Philip School	General Cleaner, 8 Hours	09/11/2023	Resignation
Johnson, Ava	Duckrey, Tanner School	Teacher,Full Time	06/15/2023	Resignation
Johnson, Christina	Henry, Charles W. School	Teacher,Spec Education	06/15/2023	Resignation
Johnson, David	Harding, Warren G. Middle Sch	Special Education Assistant	08/24/2023	Retirement
Johnson, Alisha	Hackett, Horatio B. School	Student Climate Staff,6 Hours	09/01/2023	Resignation
Johnson, Ashley	Office Student Rights & Resp	Project Assistant	09/07/2023	Resignation
Johnson, Elizabeth	Cooke, Jay Elementary School	General Cleaner, 8 Hours	10/02/2023	Retirement
Jones, Stephanie	Moffet, John School	General Cleaner, 8 Hours	08/21/2023	Resignation
Jones, Tifanny	Comegys, Benjamin B. School	General Cleaner, 8 Hours	08/31/2023	Resignation
Jones, Erin	Office Of School Safety	School Safety Officer	08/29/2023	Resignation
Jones, Violet	Farrell, Louis H. School	General Cleaner, 8 Hours	09/01/2023	Resignation
Jordan, Antonita	Anderson, Add B. School	Special Education Assistant	01/05/2024	Retirement
Joseph, Rachel	Washington, George High School	Special Education Assistant	10/20/2023	Resignation
Junious, Sabria	Feltonville Arts & Sciences	Special Education Assistant	09/11/2023	Resignation

Kabasiya, Nina	Decatur, Stephen School	Supportive Services Asst, 3 Hr	08/29/2023	Resignation
Kearney, Tara	Pollock, Robert B. School	Teacher,Spec Education	06/15/2023	Resignation
Kensey, Andrew	Wagner, Gen. Louis Middle Sch.	Teacher,Spec Education	06/15/2023	Resignation
Kimble, Georgette	Overbrook High School	Climate Support Specialist	06/15/2023	Resignation
King, John	Swenson Arts/Tech High School	Food Svcs Utility Worker	06/15/2023	Retirement
Knight, Patrice	Amy Northwest	Student Climate Staff,6 Hours	06/15/2023	Resignation
Kolbik, Joyce	Pollock, Robert B. School	Special Education Assistant	09/18/2023	Retirement
Leach, Erika	Allen, Ethan School	Teacher,Spec Education	06/15/2023	Resignation
Leach, Jason	District Performance Office	Dashboard Developer & Data Coa	09/13/2023	Resignation
Leach, Douglas	Lincoln, Abraham High School	Teacher,Full Time	11/14/2023	Retirement
Leigh, Stacey	Dobbins, Murrell High School	Teacher,Full Time	09/06/2023	Retirement
Leung, Tami Lai Ming	Spruance, Gilbert School	Special Education Assistant	10/16/2023	Retirement
Levine, Kyle	Roosevelt Elementary School	Teacher,Full Time	06/15/2023	Resignation
Lewis-Watson, Angelane	West Philadelphia High School	Special Education Assistant	09/22/2023	Resignation
Lin, Xue Hua	Hackett, Horatio B. School	Food Svcs Worker Ii	09/01/2023	Resignation
Little, Lyric	Office Of School Safety	School Safety Officer	09/29/2023	Resignation
Long, Michelle	Bache-Martin School	Special Education Assistant	09/01/2023	Resignation
Lowe, Harry	Painting Services	Painter Mechanic A 5Dy	10/02/2023	Resignation

Lowry, Nicholas	Grants Compliance	Senior Grant Monitor	10/27/2023	Resignation
Lynagh, Anne	Meredith, William M. School	Supportive Services Asst, 4 Hr	09/11/2023	Resignation
Lynch, Frances	Deburgos, J. Elementary	Special Education Assistant	09/12/2023	Retirement
Lyons, Walter	Wagner, Gen. Louis Middle Sch.	Food Svcs Assistant	09/01/2023	Resignation
Maldonado, Tiera	Taylor, Bayard School	Food Svcs Assistant	06/15/2023	Resignation
Malloy, Charles	Steel, Edward T. School	Teacher, Full Time	06/15/2023	Resignation
Marcus, Jaclyn	Day, Anna B. School	Teacher, Full Time	01/02/2024	Retirement
Martin, Jaheim	Comegys, Benjamin B. School	Supportive Services Asst, 4 Hr	06/15/2023	Resignation
Mason, Rashid	Office Of Specialized Services	School Psychologist	11/20/2023	Resignation
Masterovenko, Sirlen	Wilson, Woodrow Middle School	Student Climate Staff, 5 Hours	09/22/2023	Resignation
Matez, Robin	Franklin, Benjamin Elem School	Teacher, Full Time	09/01/2023	Resignation
Mazzeo, Francesca	Pennell, Joseph Elementary	Teacher, Spec Education	06/15/2023	Resignation
Mc George, Sharon	Childs, George W. School	Special Education Assistant	06/15/2023	Retirement
Mccant, Erica	Hopkinson, Francis School	Food Svcs Worker Senior	09/15/2023	Resignation
Mccoy, Clyde	Academy At Palumbo	Student Climate Staff, 6 Hours	06/15/2023	Resignation
Mccray, Brianna	Kearny, Gen. Philip School	Special Education Assistant	09/29/2023	Resignation
Mcgrath, Mary	Arthur, Chester A. School	Special Education Assistant	09/21/2023	Resignation
Mcshane Lodwick, Leslie	Furness, Horace High School	Teacher, Full Time	09/22/2023	Resignation

Merlino, Christy	Peirce, Thomas M. School	School Nurse	10/10/2023	Resignation
Miller, Sharon	Howe, Julia Ward School	Student Climate Staff,3 Hours	06/15/2023	Resignation
Minggia, Gurney	Lincoln, Abraham High School	Building Engineer-Group Ii	09/12/2023	Retirement
Minor, Samiyah	Broad Street Garage	Bus Chau Trainee,Part-Time	10/02/2023	Resignation
Mishinkash, Virginia	Loesche, William H. School	Special Education Assistant	11/15/2023	Retirement
Mitchell, Rashiem	Juniata Park Academy	Student Climate Staff,4 Hours	06/15/2023	Resignation
Mitchell, Rosemary	Rhawnhurst School	Teacher,Full Time	10/13/2023	Resignation
Montgomery, Yasmine	Morton, Thomas G. School	Food Svcs Assistant	06/15/2023	Resignation
Moore, Ava	Stearne, Allen M. School	Special Education Assistant	09/29/2023	Resignation
Moore, Tanisha	Bache-Martin School	Special Education Assistant	10/19/2023	Resignation
Moore-Farrar, Adrienne	Mayfair School	Supportive Services Asst, 3 Hr	06/15/2023	Resignation
Mora, Amarilis	Deburgos, J. Elementary	Special Education Assistant	10/06/2023	Resignation
Morales, Zaida	Northeast High School	Student Climate Staff,6 Hours	10/06/2023	Resignation
Morgan, Beverly	Kensington High School	Special Education Assistant	06/15/2024	Retirement
Morris, Ahmad	Facilities Mgmt. & Services	Building Engineer Trainee	10/06/2023	Resignation
Morrison, Petrina	Greenfield, Albert M. School	Food Svcs Worker Senior	09/06/2023	Retirement
Mumford, Geraldine	Brown, Henry A. School	Special Education Assistant	11/17/2023	Resignation
Munoz, Elijah	Office Of School Safety	School Safety Officer	06/15/2023	Resignation

Naberezny, Jayme	Office Of Inspector General	Inspector General	10/13/2023	Resignation
Netterville, Tara	Mckinley, William School	Teacher,Full Time	09/14/2023	Resignation
Nieves Colon, Ilianette	Webster, John H. School	Student Climate Staff,6 Hours	06/15/2023	Resignation
Nixon, Darren	Feltonville Intermediate	General Cleaner, 8 Hours	08/25/2023	Resignation
Norris, Jocelynn	Mifflin, Thomas School	Teacher,Full Time	07/28/2023	Resignation
Norris, Tionne	Waring, Laura W. School	Student Climate Staff,6 Hours	06/15/2023	Resignation
Oglesby, April	Passyunk Garage	Bus Chauffeur Handicpd Childrn	07/26/2023	Retirement
Olidge, Cyerra	Broad Street Garage	Bus Chau Trainee,Part-Time	09/29/2023	Resignation
Osbey-Robinson, Jacqueline	Spruance, Gilbert School	Food Svcs Manager Iv	06/15/2024	Retirement
Otunba, Kayode	Rhawnhurst School	Student Climate Staff,6 Hours	08/29/2023	Resignation
Owens, Amari	Franklin, Benjamin High School	Student Climate Staff,6 Hours	09/05/2023	Resignation
Parks, Erykah	Duckrey, Tanner School	Student Climate Staff,4 Hours	09/27/2023	Resignation
Parrilla, Juan	Office Of School Safety	School Safety Supervisor	06/15/2023	Resignation
Peel, Anthony	Penn Alexander School	General Cleaner, 8 Hours	09/30/2023	Retirement
Peng, Wei	Clemente, Roberto Middle Schl	Teacher,Full Time	06/15/2023	Resignation
Perez, Isabel	Munoz-Marin, Hon Luis School	Student Climate Staff,4 Hours	06/15/2023	Resignation
Perrin, Tonya	Rhodes Elementary School	Student Climate Staff,5 Hours	09/12/2023	Resignation
Pindle, Tiana	Philadelphia Military Academy	Special Education Assistant	10/13/2023	Resignation

Piotrowicz, Jaimie	Climate & Safety	Dir, Social And Emotional Lrng	10/02/2023	Resignation
Prado, Rances	Mayfair School	Student Climate Staff, 4 Hours	09/29/2023	Resignation
Presley, Gabriel	Edison, Thomas A. High School	Asst Principal	09/15/2023	Resignation
Purnell, Carlos	Comegys, Benjamin B. School	Student Climate Staff, 5 Hours	10/04/2023	Resignation
Purnell Johnson, Mateenma	Roxborough High School	Student Climate Staff, 5 Hours	06/15/2023	Resignation
Qeisi, Claudia	Climate & Safety	Climate And Culture Coach	03/13/2024	Retirement
Quarles, Alfred	Office Student Rights & Resp	Coord, Services	08/11/2023	Retirement
Rabelo Mendez, Marinelly	Washington, George High School	Student Climate Staff, 6 Hours	09/20/2023	Resignation
Ragland, Shaheedah	Penn Treaty High School	Climate Support Specialist	06/16/2023	Resignation
Ramirez, Mark	Taylor, Bayard School	Student Climate Staff, 4 Hours	06/15/2023	Resignation
Ramos, Melissa	Sheridan, Philip H. School	Teacher, Spec Education	06/15/2023	Resignation
Ray-Larkin, Toria	Division Of College Readiness	Prog Coord, Career/College Awar	01/03/2024	Retirement
Reel, Ayana	Finletter, Thomas K. School	Special Education Assistant	06/15/2023	Resignation
Reilly, Aimee	Rhoads, James School	Teacher, Spec Education	06/14/2024	Retirement
Reyes Suazo, Junior	Holme, Thomas School	Special Education Assistant	10/06/2023	Resignation
Richardson, Shantel	Rhawnhurst School	Special Education Assistant	09/28/2023	Resignation
Ricketts, Tyshe	Comly, Watson School	Special Education Assistant	09/06/2023	Resignation

Riley, Kiyanna	Rhoads, James School	Special Education Assistant	09/11/2023	Resignation
Rivera, Aries	Elkin, Lewis School	Teacher,Full Time	12/01/2023	Resignation
Rivera, Crystal	Taylor, Bayard School	Special Education Assistant	10/13/2023	Resignation
Robinson, Craig	Swenson Arts/Tech High School	Teacher,Full Time	10/16/2023	Resignation
Robinson, Ke'Angela	Ellwood School	Special Education Assistant	09/08/2023	Resignation
Robinson, Atiya	Penn Alexander School	Food Service Worker Iii	09/15/2023	Resignation
Robinson, Wanda	Bartram, John High School	Food Svcs Assistant	09/29/2023	Resignation
Rodriguez, Jason	Division Of College Readiness	Prog Coord,Career/College Awar	10/27/2023	Resignation
Rodriguez-Santiago, Jeffrey	Kensington High School	Special Education Assistant	09/15/2023	Resignation
Rogers, Bernetta	Sayre, William L. High School	Teacher,Full Time	01/05/2024	Retirement
Rosario, Stephanie	Taylor, Bayard School	Student Climate Staff,4 Hours	06/15/2023	Resignation
Ruff, Byshay	Spruance, Gilbert School	Student Climate Staff,5 Hours	06/15/2023	Resignation
Rust, Marissa	Catharine, Joseph W. School	Special Education Assistant	06/15/2023	Resignation
Ryan, Sean	Wilson, Woodrow Middle School	School Climate Manager	10/13/2023	Resignation
Rystem, Elona	Pollock, Robert B. School	Teacher,Full Time	09/08/2023	Resignation
Santoni, Magdalena	Office Of School Safety	School Safety Officer	09/08/2023	Resignation
Schaffer, Autumn	Mifflin, Thomas School	Teacher,Full Time	11/30/2023	Resignation

Schlesinger, Molly	Research & Evaluation	Senior Research Associate	09/11/2023	Resignation
Schmid, Linda	Head Start Partnership Support	Nurse, Early Childhood	06/15/2024	Retirement
Schneck, Adam	Frankford High School	Teacher, Full Time	06/15/2023	Resignation
Sciubba, Brian	Kirkbride, Eliza B. School	Teacher, Full Time	11/13/2023	Resignation
Sealy, David	Olney High School	Student Climate Staff, 7 Hours	09/01/2023	Resignation
Seidman, Emily	Fitler Academics Plus	Teacher, Full Time	06/15/2023	Resignation
Seitz, Angela	Logan School Head Start	Teacher, Full Time	06/15/2023	Resignation
Serrano, Hayrie	Harding, Warren G. Middle Sch	Food Svcs Assistant	06/15/2023	Resignation
Shavers, Joshua	Finletter, Thomas K. School	School Climate Manager	11/18/2023	Resignation
Shaw, Jason	Feltonville Arts & Sciences	Teacher, Spec Education	06/15/2023	Resignation
Shea, Melodie	Hancock Demonstration School	Interp, Deaf/Hard Of Hearing	12/01/2023	Retirement
Shepherd, Kahlil	Rhodes Elementary School	Step Clinical Coordinator	10/20/2023	Resignation
Sherbaum, Raymond	Northeast High School	Teacher, Full Time	11/01/2023	Retirement
Shields, Jessica	Philadelphia Military Academy	Teacher, Full Time	11/21/2023	Resignation
Simmons, Jacob	Philadelphia Virtual Academy	Secretary I	06/15/2023	Resignation
Skopp, Andrew	Northeast Community Propel Acd	Teacher, Full Time	12/21/2023	Retirement
Skwire, Brendan	Washington, George High School	Teacher, Spec Education	11/30/2023	Resignation
Slater, Vernelle	Sharswood, George School	Special Education Assistant	10/20/2023	Resignation

Sloan, Jameel	Office Of School Safety	School Safety Climate Cul Coac	10/09/2023	Resignation
Smalls, Antonia	Edmonds, Franklin S. School	Supportive Services Asst, 3 Hr	06/15/2023	Resignation
Smeltzer, Kimberly	Climate & Safety	Climate And Culture Coach	09/26/2023	Resignation
Smith, Marvin	Broad Street Garage	Bus Chauffeur	07/05/2023	Resignation
Smith, Sarah	Powel, Samuel School	Step School Behavioral Consult	08/28/2023	Resignation
Smith, Rodney	Cayuga School	Student Climate Staff,5 Hours	06/15/2023	Resignation
Smith, Brian	Rowen, William School	Teacher,Full Time	10/25/2023	Resignation
Smith, Rosalind	Pennypacker, Samuel School	School Nurse	09/18/2023	Resignation
Smith, Brahlin	Engineering & Science High Sch	Food Svcs Worker Iii	09/22/2023	Resignation
Smith, Colleen	Fels, Samuel High School	Food Svcs Manager Ii	01/02/2024	Retirement
Spann, Rashawn	Office Of School Safety	School Safety Officer	06/15/2023	Resignation
Sparkman, Gladys	Bache-Martin School	Supportive Services Asst, 4 Hr	06/15/2023	Retirement
Stafford, Jerome	Frankford High School	Teacher,Full Time	11/07/2023	Resignation
Staley-Singh, Tracey	Disston, Hamilton School	Student Climate Staff,5 Hours	09/06/2023	Resignation
Stanton, Kenneth	Facilities Mgmt. & Services	Building Engineer Trainee	09/15/2023	Resignation
Stein, Renee	Vare-Washington Elementary	Teacher,Full Time	10/31/2023	Resignation
Stevenson, Peter	Stanton, Edwin M. School	Teacher,Full Time	11/17/2023	Resignation
Stewart, Diamond	Bethune, Mary Mcleod School	General Cleaner, 8 Hours	12/01/2023	Resignation

Stidmon, Lajuana	Dobbins, Murrell High School	Asst Principal	11/06/2023	Resignation
Stills, Daniele	South Phila Head Start	Student Climate St,Erl Ch 5 Hr	10/16/2023	Resignation
Stone, David	Hackett, Horatio B. School	Building Engineer-Group Iii	10/16/2023	Resignation
Stowe Ii, Leonard	Meade, Gen. George G. School	Student Climate Staff,4 Hours	06/15/2023	Resignation
Sultana, Abida	Lea, Henry C.	Supportive Services Asst, 3 Hr	06/15/2023	Resignation
Thomas, Amy	Moore, J. Hampton School	Special Education Assistant	07/28/2023	Resignation
Thomas, Brandon	Girard Academic Music Program	Student Climate Staff,4 Hours	06/15/2023	Resignation
Thomas, Koby	Munoz-Marin, Hon Luis School	Student Climate Staff,6 Hours	06/15/2023	Resignation
Thomas, Carlton	Passyunk Garage	Transportation Mechanic	08/31/2023	Retirement
Thompson, Brittney	Meade, Gen. George G. School	Special Education Assistant	10/13/2023	Resignation
Thornton, Terell	Academy At Palumbo	Food Svcs Utility Worker	06/15/2023	Resignation
Tolbert, Lakieya	Office Of School Safety	School Safety Officer	06/15/2023	Resignation
Toson, Shatawn	Allen, Ethan School	Student Climate Staff,6 Hours	06/15/2023	Resignation
Trider, Jessica	Lowell, James R. School	Teacher,Full Time	11/28/2023	Resignation
Tuff, Marjory		Teacher,Spec Education	10/28/2023	Resignation
Tyler, Bronze	Feltonville Arts & Sciences	General Cleaner, 8 Hours	10/12/2023	Resignation
Ulloa, Larry	Lawton, Henry W. School	Food Svcs Assistant	06/15/2024	Retirement
Valdez, Taina	Stetson, John B. Middle School	Secretary I	06/15/2023	Resignation

Vartanian, Maritza	Olney Elementary School	Counseling Asst,Bilingual	08/29/2023	Retirement
Vasilatos, Elena	Franklin, Benjamin High School	Teacher,Full Time	10/31/2023	Resignation
Veintidos, Suzette	Franklin Learning Center	Secretary I	09/07/2023	Resignation
Velez, Jade	Moore, J. Hampton School	Special Education Assistant	09/22/2023	Resignation
Vessells, Faakhirah	Edison, Thomas A. High School	Food Svcs Assistant	06/15/2023	Resignation
Victoreen, Kristina	Fels, Samuel High School	Teacher Resident	06/15/2023	Resignation
Wagner, Rachel	Decatur, Stephen School	Teacher,Full Time	12/01/2023	Resignation
Walker, Andrea	Solis-Cohen, Solomon School	Special Education Assistant	06/15/2023	Resignation
Walker, Daje	Office Of The Chief Of Schools	Program Coordinator	09/01/2023	Resignation
Warren, Leena	Washington, Martha School	Special Education Assistant	10/06/2023	Resignation
Washington, Zamirah	Arthur, Chester A. School	Special Education Assistant	08/29/2023	Resignation
Watkins, Alexis	Overbrook High School	Student Climate Staff,7 Hours	08/31/2023	Resignation
Watson, Charlena	Mitchell Elementary School	Teacher,Full Time	10/16/2023	Resignation
Watson, Teena	Bache-Martin School	Classroom Asst,Sp Ed,Hear Imp	07/28/2023	Resignation
Wearing, David	Finletter, Thomas K. School	Teacher,Full Time	11/18/2023	Resignation
Weaver, Lovinda	Multilingual Programs	Manager,Multilingual Programs	11/17/2023	Resignation
Weinraub, Samantha	South Philadelphia High School	Teacher,Full Time	06/15/2023	Resignation

Wesner, Nathan	Office Of Comprehensive Arts	Dir,Teaching & Learning	11/01/2023	Resignation
Whipple, Deneen	Vare-Washington Elementary	Bus Attendant	09/28/2023	Resignation
White, Karen	Office Of School Safety	Serious Incident Desk Recorder	10/20/2023	Retirement
White, Alicia	Morrison, Andrew J. School	Student Climate Staff,4 Hours	09/07/2023	Resignation
Wilder, Tamika	South Philadelphia High School	Food Svcs Worker Iii	10/04/2023	Resignation
Wilderman, Matthew	Hancock Demonstration School	Teacher,Demonstration	10/17/2023	Resignation
Williams, Kisha	Hill-Freedman World Academy	Student Climate Staff,6 Hours	07/28/2023	Resignation
Williams, Tequilla	Olney High School	Special Education Assistant	06/15/2023	Resignation
Williams, Chester	Widener Memorial School	Special Education Assistant	09/08/2023	Retirement
Williams, Denzel	Academy At Palumbo	Student Climate Staff,4 Hours	09/15/2023	Resignation
Williams, Najm	Girard, Stephen School	General Cleaner, 8 Hours	09/29/2023	Resignation
Williams, Minaj	Kensington Health Sciences	Student Climate Staff,6 Hours	08/29/2023	Resignation
Wilson, Rose	Lingelbach, Anna L. School	Student Climate Staff,6 Hours	11/01/2023	Retirement
Witherspoon, Niesha	Carnell, Laura H. School	Special Education Assistant	06/15/2023	Resignation
Woodward, Desjah	Spring Garden School	Special Education Assistant	06/15/2023	Resignation
Worrell, Deana	Hancock Demonstration School	Classroom Asst,Sp Ed,Hear Imp	06/15/2023	Resignation
Wright, Michelle	Gideon Head Start	Teacher Asst,Pkhs	06/15/2023	Resignation

Wright, Ellen	Finletter, Thomas K. School	Teacher, Full Time	06/15/2023	Resignation
Wright, Jazmin	Rhodes Elementary School	Student Climate Staff, 6 Hours	10/16/2023	Resignation
Yaseen, Rasha	Crossan, Kennedy C. School	Special Education Assistant	06/15/2023	Resignation
Zimmerman, Lauren	Mc Michael, Morton School	Teacher, Full Time	12/04/2023	Resignation
Zuber, Andrea	Central High School	Food Svcs Assistant	06/15/2023	Retirement

Action Item - 7.

Title: Amendment of Contract with ABM Industry Groups, LLC - 440 Building Management (\$500,000) - Updated 10.4.2023

Board of Education Meeting Date: 10/19/2023

Action under consideration

The Administration recommends that the Board of Education authorize The School District of Philadelphia, through the Superintendent or his designee, to execute and perform an amendment of a contract, subject to funding, as follows:

With:

ABM Industry Groups, LLC

Purpose:

To provide additional property management services for the Administration building located at 440 North Broad Street

Original Start Date: 7/1/2019

Current End Date: 6/30/2024

Amended End Date: 6/30/2024

Currently Authorized Compensation: \$9,931,873

Additional Compensation:

\$500,000

Total New Compensation: \$10,431,873

Location:

Administration building at 440 North Broad Street

Renewal Options: No

Description:

Why is the contract needed?

The Office of Facilities Management and Services has identified a need to add funds to its current property management services contract for the 440 North Broad Street building. The

additional funds will assist with renovations to the Department of Printing & Mailing Services that will increase safety standards for District employees by separating the customer service center from the active machinery which has been recently installed. The funds will also increase our ability to address additional as-needed minor repairs and renovations throughout the 440 building.

How is the work connected to the District's plan to achieve Goals and Guardrails?

Guardrail 1: Welcoming and Supportive Schools

The Printing and Mailing Services Department provides both products and services for the entire District, including all of our K-12 schools as well as the Education Center. It is important to have a welcoming environment for all that we are committed to serving.

Guardrail 2: Enriching and Well-Rounded School Experiences

The Printing and Mailing Services Department often collaborates with the Career and Technical Education program students in the hopes of inspiring them to consider a career in the Print and Mail industry and possibly secure a position within the department, upon graduation. It also engages with the Project SEARCH program. This program provides opportunities to our youth by "preparing young people with significant disabilities for success in competitive integrated employment."

Guardrail 3: Partnering with Parents/Family Members

The Printing and Mailing Services Department has its main focus on being a valuable service to our District, but also to our community of parents and family members of the District. These external customers see the value in what we do and often seek out our services for non-District related matters. They recognize the quality of work we offer and choose time and time again to support us.

How will the success of this contract be measured?

The Printing and Mailing Services Department will continue to work closely with ABM and Capital Projects to ensure construction is carried out in accordance with all regulations and codes. Upon its completion, the Printing and Mailing Services Department will be able to offer a safer environment for everyone with a more welcoming appearance that will lend to its success in both productivity and efficiency for the District.

Related resolution(s)/approval(s):

June 27, 2019; No. 37

May 25, 2023; No.41

Funding Source(s):

FY23-24 Operating

Office Originating Request: Operations - Facilities

Action Item - 8.

Title: Amendment of Contract with Miller Environmental for Cleaning of Oil Storage Tanks (\$100,000)

Board of Education Meeting Date: 10/19/2023

Action under consideration

The Administration recommends that the Board of Education authorize The School District of Philadelphia, through the Superintendent or his designee, to execute and perform an amendment of a contract, subject to funding, as follows:

With:

Miller Environmental

Purpose:

Cleaning of oil storage tanks

Original Start Date: 10/31/2021

Current End Date: 10/31/2023

Amended End Date: 4/30/2024

Currently Authorized Compensation: \$300,000

Additional Compensation:

\$100,000

Total New Compensation: \$400,000

Location:

All Schools;

Renewal Options: No

Description:

Why is this contract needed? The Office of Facilities Management and Services has the need to engage with a contractor to service heating oil tanks/piping and dispose of sludge, water, and contaminants that accumulate over time. This service will be performed on an as needed basis when operational issues are identified that could cause heating plant failures due to clogged pipes, premature failure of oil pumps, and fouling of boiler burner systems.

How is this work connected to the District's plan to achieve Goals & Guardrails? This work aligns with Guardrail 1, Welcoming and Supportive Schools - Every school will be a safe, welcoming, and healthy place where our students, staff, and community want to be and learn each day. Functional heating plants are vital to supporting a healthy and comfortable learning environment.

How will the success of this contract be measured? The success of this contract will be measured by the vendor's ability to provide specified services within the timeframe outlined in the contract.

Related resolution(s)/approval(s):

October 28, 2021; #13

Funding Source(s):

FY23-24 Operating

Office Originating Request: Operations - Facilities

Action Item - 9.

Title: Amendment of Contracts for Richard R. Wright School for General Construction, Plumbing, Mechanical and Electrical Services for Major HVAC Renovation - No Cost Time Extension

Board of Education Meeting Date: 10/19/2023

Action under consideration

The Administration recommends that the Board of Education authorize The School District of Philadelphia, through the Superintendent or his designee, to execute and perform an amendment of a contract, subject to funding, as follows:

With:

Allstate Mechanical, Ltd.
Gem Mechanical
Murphy Quigley Company, Inc.
Paramount Electrical Service, LLC

Purpose:

To amend the existing contracts and provide a time adjustment to enable the general construction, plumbing, mechanical and electrical services for major HVAC renovations

Original Start Date: 4/22/2022

Current End Date: 10/27/2023

Amended End Date: 12/31/2024

Currently Authorized Compensation: \$6,449,400

Additional Compensation:

Allstate Mechanical, Ltd.
Current Authorized Compensation: \$3,849,400
Additional Compensation: \$0
Total Authorized Compensation: 3,849,400

Gem Mechanical
Current Authorized Compensation: \$141,000
Additional Compensation: \$0
Total Authorized Compensation: \$141,000

Murphy Quigley Company, Inc.
Current Authorized Compensation: \$1,109,000

Additional Compensation: \$0
Total Authorized Compensation: \$1,109,000

Paramount Electrical Service, LLC
Current Authorized Compensation: \$1,350,000
Additional Compensation: \$0
Total Authorized Compensation: \$1,350,000

Total New Compensation: \$6,449,400

Location:

Wright, Richard R. School;

Renewal Options: No

Description:

The Office of Capital Programs (OCP) has identified a need to amend the aforementioned contracts that will expire on October 27, 2023, to allow for the completion of all the work for the major HVAC renovation project.

- Why is this contract amendment needed?

Delays associated with the availability of the substation switch gear that has yet to be delivered. It is expected to ship in February 2024. This delay has postponed the completion of all associated work for the major HVAC renovation. The end date specified by the Board of Education will pass prior to the delivery of the equipment. These issues coupled with the time needed to complete the installation, testing and commissioning of the equipment as well as the impact on the other contractors, necessitate the no cost extension.

- How is this work connected to the District's plan to achieve Goals & Guardrails?

Our mission is to provide a safe learning environment for children. We do this by identifying and supporting investments in the buildings that the students in Philadelphia learn in. This can include the construction of new buildings, renovating existing facilities, erecting additions and converting existing facilities to accommodate educational program change, and improving existing facility sites.

Guardrail 1: Welcoming and Supportive Schools - Every school will be a safe, welcoming and healthy place where our students, staff and community want to be and learn each day.

- How will the success of this contract be measured?

Success will be measured by the timely close out of the project by December 31, 2024.

The Office of Minority and Small Business (OMSBD) will review and verify MWBE compliance in this contract by verifying monthly or quarterly spend reports for verification and potential auditing. Then OMSBD will track the spend through our contract compliance checks. The OMSBD will then report to internal and external stakeholders.

- If this is the continuation of a contract, how has success been measured in the past and

what specific information do we have to show that it was successful?

This is an amendment of an existing contract. The success will be measured by the successful completion of all work not impacted by the supply chain issues as scheduled.

- When applicable, is this an evidence based strategy? If so, what evidence exists to support this approach? N/A
- When applicable, was a larger community of District community members and/or stakeholders involved in this selection process? If so, what groups and how? N/A

Related resolution(s)/approval(s):

April 22, 2022; No. 20

Funding Source(s):

FY 23-24 Capital Budget

Office Originating Request: Operations - Capital Programs

ATTACHMENTS:

Description

Type

Action Item - 10.

Title: Amendment of Contracts for the Provision of Moving Services by Wayne Moving and Storage Company, Inc., T & N Van Service and Affiliates, and All Seasons Global Solutions (\$1,500,000)

Board of Education Meeting Date: 10/19/2023

Action under consideration

The Administration recommends that the Board of Education authorize The School District of Philadelphia, through the Superintendent or his designee, to execute and perform an amendment of a contract, subject to funding, as follows:

With:

All Seasons Global Solutions
T & N Van Service and Affiliates
Wayne Moving and Storage Company, Inc

Purpose:

To amend the contracts for professional moving service to include an increased scope of work and the increased cost associated with the increased scope of work

Original Start Date: 2/25/2022

Current End Date: 2/25/2024

Currently Authorized Compensation: \$3,500,000

Additional Compensation:

The selected qualified firms will be paid out of an additional aggregate amount not to exceed \$1,500,000

Total New Compensation: \$5,000,000

Location:

Various Locations

Renewal Options: Yes

Number of Options: 1

Duration of each option to extend: Years: 1 Months:

Maximum compensation authorized per option period: All entities will be paid out of an aggregate of \$1,500,000 per option period.

Description:

The Office of Capital Programs has identified a need to amend the contract with professional moving firms to assist in implementing and completing projects identified in the Capital Improvement Plan (CIP). These contracts will provide professional moving services to help the Office of Capital Programs with many construction projects located in buildings with existing contents, such as desks, furniture, equipment, and learning materials. Many active construction projects have compressed construction schedules, which often include holidays and summer recess. To prevent costly project delays due to building contents interfering with construction, the Office of Capital programs intends to utilize the existing professional movers to plan, manage and implement the moving and storing of building contents in sequence with construction schedules. The awards for the approved firm's services will be evaluated continuously, including professionalism, project milestones, budget, and schedule assignments. This work supports the Operations Division's goal of providing all students with a safe and healthy learning environment.

Why is this contract amendment needed?

Additional moves are required due to unforeseen school relocations, which currently include relocations to Frankford, Clemente, and Penn Treaty schools, to accommodate the start of the 2023/24 school year. Also, additional funds are needed to cover the cost of these and possible other relocations.

How will the success of this contract be measured?

Success will be measured by the successful moving of the different school's contents to the required locations within the budgeted cost.

The Office of Minority and Small Business (OMSBD) will review and verify MWBE compliance in this contract by verifying monthly or quarterly spend reports for verification and potential auditing. Then OMSBD will track the spend through our contract compliance checks. The OMSBD will then report to internal and external stakeholders.

How is this work connected to the District's plan to achieve Goals and Guardrails?

Amending this contract will enable the work to be completed and help achieve the District's guardrail of making the school a safe, welcoming, and healthy place where our students, staff, and community want to be and learn daily.

Guardrail 1: Welcoming and Supportive Schools - Every school will be a safe, welcoming, and healthy place where our students, staff, and community want to be and learn each day.

If this is the continuation of a contract, how has success been measured in the past, and what specific information do we have to show that it was successful?

This is an amendment of an existing contract. The success will be measured by the successful moving of various schools' contents to required locations.

Related resolution(s)/approval(s):

February 24, 2022; No. 11
December 15, 2022; No. 11

Funding Source(s):

FY23-24 Capital Budget

Office Originating Request: Operations - Capital Programs

Action Item - 11.

Title: Amendment of Contracts with CAD Electric, Inc. for the Provision of Electrical Services at W.C. Bryant School - No Cost Time Extension

Board of Education Meeting Date: 10/19/2023

Action under consideration

The Administration recommends that the Board of Education authorize The School District of Philadelphia, through the Superintendent or his designee, to execute and perform an amendment of a contract, subject to funding, as follows:

With:

CAD Electric, Inc.

Purpose:

To amend the existing contract and provide a time adjustment for the provision of electrical upgrades

Original Start Date: 4/22/2022

Current End Date: 10/27/2023

Amended End Date: 6/30/2024

Currently Authorized Compensation: \$3,975,359

Additional Compensation:

\$0

Total New Compensation: \$3,975,359

Location:

Bryant, William C. School;

Renewal Options: No

Description:

The Office of Capital Programs has identified the need to amend the aforementioned contract that will expire on October 27, 2023, to allow for an extension of the period time to June 30, 2024 to complete the electrical services and close out the project.

- Why is this contract needed?

To provide W.C. Bryant with the much needed electrical upgrades for the air conditioning, lighting and fire alarm systems. Delays associated with the availability of the generator annunciator and two phase electric panels that have yet to be delivered have postponed the completion of all associated work. Additionally, PECO has been delayed due to significant weather events and has not de-energized the old service. This is required before demolition of old equipment. The end date specified by the Board of Education will pass prior to the delivery of the equipment. These issues coupled with the time needed to complete the installation, testing and commissioning of the equipment, necessitate the no cost extension.

- How is this work connected to the District's plan to achieve Goals & Guardrails?

Our mission is to provide a safe learning environment for children. We do this by identifying and supporting investments in the buildings that the students in Philadelphia learn in. This can include the construction of new buildings, renovating existing facilities, erecting additions and converting existing facilities to accommodate educational program change, and improving existing facility sites.

Guardrail 1: Welcoming and Supportive Schools - Every school will be a safe, welcoming and healthy place where our students, staff and community want to be and learn each day.

- How will the success of this contract be measured?

Success will be measured by the timely close out of the project by June 30, 2024. The Office of Minority and Small Business (OMSBD) will review and verify MWBE compliance in this contract by verifying monthly or quarterly spend reports for verification and potential auditing. Then OMSBD will track the spend through our contract compliance checks. The OMSBD will then report to internal and external stakeholders.

- If this is the continuation of a contract, how has success been measured in the past and what specific information do we have to show that it was successful?

This is an amendment of an existing contract. The success will be measured by the successful completion of all work not impacted by the supply chain issues as scheduled.

Related resolution(s)/approval(s):

April 22, 2022; No. 20

Funding Source(s):

FY 23-24 Capital Budget

Office Originating Request: Operations - Capital Programs

ATTACHMENTS:

Description

Type

Action Item - 12.

Title: Change Orders at Various Locations (\$946,261)

Board of Education Meeting Date: 10/19/2023

Action under consideration

Action under consideration

The Administration recommends the Board of Education authorize The School District of Philadelphia, through the Superintendent or his designee, to execute and perform amendments of contracts for change order modifications to ongoing construction projects at various locations, as follows:

Board of Education Meeting: 10/19/2023

With:

Allstates Mechanical
Devine Brothers, Inc.
Dolan Mechanical, Inc.
Ernest Bock & Sons, Inc.
Lex Electric Company, Inc.
Murphy Quigley Company, Inc.
Robert Michaels and Associates, Inc.
Smith Construction, Inc.
TE Construction Services, LLC

Purpose: To pay additional amounts necessitated by change orders for ongoing construction projects.

Start Date: 10/20/2023

End Date: Through completion dates for previously approved construction, as well as professional design/structural/architectural services contracts

Compensation not to exceed: \$946,261.00

Separate Compensation by Vendor and Locations:

Allstates Mechanical Mechanical Contract - Major HVAC Renovation Vare Washington
\$216,069.00

Devine Brothers, Inc. Plumbing Contract - New Construction Peirce, Thomas May
Elementary School \$25,681.00

Dolan Mechanical, Inc. Mechanical Contract - Major HVAC Renovation Elkin, Lewis
Elementary Little School House \$6,471.00

Dolan Mechanical, Inc. Plumbing Contract - Addition and Major Renovations Anne Frank
\$2,904.00

Ernest Bock & Sons, Inc. General Contract - Building Addition and Classroom Modification
Allen, Ethan Elementary School \$17,545.00

Ernest Bock & Sons, Inc. General Contract - Major Renovation and Addition Richmond

Elementary School \$6,159.00
Lex Electric Company, Inc. Electrical Contract - HVAC Renovation Morton, Thomas G.
Elementary School \$9,564.00
Lex Electric Company, Inc. Electrical Contract - Major Renovation and Addition Richmond
Elementary School \$4,243.00
Murphy Quigley Company, Inc. General Contract - Major HVAC Renovation Wright, Richard
R. Elementary School \$92,234.00
Robert Michaels and Associates, Inc. General Contract - Structural Repairs and Re-Roof
Ludlow, James R. Elementary School \$244,977.00
Smith Construction, Inc. General Contract - Major Renovation Forrest, Edwin Elementary
School \$310,819.00
TE Construction Services, LLC General Contract - Classroom Modernization Lawton, Henry
W. Elementary School \$9,595.00

Description:

This action item is to approve modifications to active construction contracts for new construction, major renovations, and life cycle replacement projects approved in the Capital Budget. The change order process addresses modifications to contracts for work that is added, deleted, or otherwise modified from the original project design and scope of work. Change orders occur due to design errors, design omissions, unforeseen conditions, and requests from the District to ensure the completeness of the project. The Office of Capital Programs reviews, negotiates and approves change orders subject to Board approval so that construction work is not interrupted due to change orders.

The current total number of contracts with approved change orders is 12. The total value of these contracts is \$51,313,593, with approved change orders valued at \$946,261 or 1.84%.

The total value of all currently active construction contracts is \$571,075,259. The total amount of all approved change orders for all projects is 2.87% of the total contract value of \$16,361,984, of which 0.51% are design errors, 0.41% are omissions, 1.23% are unforeseen conditions and 0.72% are district requests. The Office of Capital Programs works with the Office of General Counsel to determine the most effective approach to hold the Architects of Record accountable for errors and omissions and recover money for the District

Guardrail 1: Welcoming and Supportive Schools - Every school will be a safe, welcoming, and healthy place where our students, staff, and community want to be and learn daily.

Funding Source: FY 23-24 Capital Budget

Related resolutions(s)/approval(s):

February 24, 2022; No.12
September 23, 2021; No.13
November 18, 2021; No.12
May 28, 2020; No.14
August 20, 2020; No.12
January 30, 2020; No.24
December 10, 2020; No.19
January 30, 2020; No.24
March 24, 2022; No.20

November 19, 2020; No.7
June 23, 2022; No.29
April 21, 2022; No.11

Charge Account(s):

FY 23-24: 310-9043-2720-4600165-545009-900167-00000 \$216,069.00
FY 23-24: 310-9043-4380-4600165-545006-900184-00000 \$25,681.00
FY 23-24: 310-9043-5260-4600165-545009-900186-00000 \$6,471.00
FY 23-24: 310-9043-8400-4600165-545006-900154-00000 \$2,904.00
FY 23-24: 310-9043-8200-4600165-545001-900138-00000 \$17,545.00
FY 23-24: 310-9043-5400-4600165-545001-900100-00000 \$6,159.00
FY 23-24: 310-9043-1380-4600165-545007-900421-00000 \$9,564.00
FY 23-24: 310-9043-5400-4600165-545007-900100-00000 \$4,243.00
FY 23-24: 310-9043-4470-4600165-545001-900171-00000 \$92,234.00
FY 23-24: 310-9043-5340-4600165-545001-900123-00000 \$244,977.00
FY 23-24: 310-9043-8250-4600165-545001-900248-00000 \$310,819.00
FY 23-24: 310-9043-7330-4600165-545001-900520-00000 \$9,595.00

Office Originating Request: Operations - Capital Programs

ATTACHMENTS:

Description

Change Order Summary

Type

Supporting Document

As of 9/8/2023		Change Orders to be presented to the Board of Education on October 19, 2023												
Change Order #	School Location	Contractor	Designer	Work Description	Change Description	Reason for Change	Reason Description	CO Amount Requested	CO Amount Agreed	CO Amount Savings	Amount of Contractor's Contract	CO % of Contract Amount	Amount of Project	CO % of Project Amount
122	Allen, Ethan Elementary School	Ernest Bock & Sons, Inc.	USA Architects, Planners & Interior Designers, P.A.	General Contract - Building Addition and Classroom Modification	Provide labor, material and equipment necessary to furnish and install one Mast Tower kit to allow access to the controls of the specified wheelchair lift.	Design Omission (s)	Additional work implemented to rectify design omission(s). This change order will be further reviewed for possible recovery of costs through the professional liability insurance policy. No surface was included in the design to which controls could be mounted.	\$1,838.00	\$1,838.00	\$0.00	\$11,543,000.00	0.02%	\$19,206,000.00	0.01%
121	Allen, Ethan Elementary School	Ernest Bock & Sons, Inc.	USA Architects, Planners & Interior Designers, P.A.	General Contract - Building Addition and Classroom Modification	Provide labor, material and equipment necessary to replace one pair of wooden doors at Gym opening B-011A.	Unforeseen Conditions	Additional work implemented to remediate an existing unforeseen condition. Water damage that occurred over the holiday break of 2022 caused the doors to warp beyond repair.	\$5,684.00	\$5,684.00	\$0.00	\$11,543,000.00	0.05%	\$19,206,000.00	0.03%
123	Allen, Ethan Elementary School	Ernest Bock & Sons, Inc.	USA Architects, Planners & Interior Designers, P.A.	General Contract - Building Addition and Classroom Modification	Provide labor, material and equipment necessary to repair the weld on the cafe ramp handrail.	Unforeseen Conditions	Additional work implemented to remediate an unforeseen condition. The handrail was damaged by unknown students and had to be repaired.	\$2,333.00	\$2,333.00	\$0.00	\$11,543,000.00	0.02%	\$19,206,000.00	0.01%

As of 9/8/2023		Change Orders to be presented to the Board of Education on October 19, 2023												
Change Order #	School Location	Contractor	Designer	Work Description	Change Description	Reason for Change	Reason Description	CO Amount Requested	CO Amount Agreed	CO Amount Savings	Amount of Contractor's Contract	CO % of Contract Amount	Amount of Project	CO % of Project Amount
124	Allen, Ethan Elementary School	Ernest Bock & Sons, Inc.	USA Architects, Planners & Interior Designers, P.A.	General Contract - Building Addition and Classroom Modification	Provide labor, material and equipment necessary to provide ten weeks of climate controlled storage for the specified casework	Unforeseen Conditions	Additional work implemented to remediate an unforeseen condition. Casework had to be stored because specified switchgear was not available to power the HVAC equipment.	\$7,690.00	\$7,690.00	\$0.00	\$11,543,000.00	0.07%	\$19,206,000.00	0.04%
2	Elkin, Lewis Elementary Little School House	Dolan Mechanical, Inc.	Gannett Fleming	Mechanical Contract - Major HVAC Renovation	Provide the labor, material and equipment necessary to demolish 22 feet of ductwork, relocate existing fan and furnish and install 2 new grilles in new electric room.	Design Error (s)	Additional work implemented to rectify design error(s). This change order will be further reviewed for possible recovery of costs through the professional liability insurance policy. Design failed to consider that the existing wiring for the new electric room.	\$7,105.00	\$6,471.00	\$634.00	\$3,481,000.00	0.19%	\$5,123,777.00	0.13%
18	Forrest, Edwin Elementary School	Smith Construction , Inc.	DI Group	General Contract - Major Renovation	Provide the material, labor and equipment necessary to install door set for the main office.	Unforeseen Conditions	Additional work implemented to remediate an existing unforeseen condition. To accommodate key card access specified door set had to be changed.	\$10,885.00	\$10,160.00	\$725.00	\$11,590,000.00	0.09%	\$22,268,226.00	0.05%

As of 9/8/2023		Change Orders to be presented to the Board of Education on October 19, 2023												
Change Order #	School Location	Contractor	Designer	Work Description	Change Description	Reason for Change	Reason Description	CO Amount Requested	CO Amount Agreed	CO Amount Savings	Amount of Contractor's Contract	CO % of Contract Amount	Amount of Project	CO % of Project Amount
19	Forrest, Edwin Elementary School	Smith Construction, Inc.	DI Group	General Contract - Major Renovation	Provide labor and materials and equipment necessary to proceed with the changes to the doors, frames and hardware specifications.	Unforeseen Conditions	Additional work implemented to remediate an unforeseen condition. The designs for the doors, frames and hardware were changed during the submittal process to meet updated maintenance department's standards.	\$93,032.00	\$93,032.00	\$0.00	\$11,590,000.00	0.80%	\$22,268,226.00	0.42%
20	Forrest, Edwin Elementary School	Smith Construction, Inc.	DI Group	General Contract - Major Renovation	Provide labor and materials and equipment necessary to replace an additional 74 pieces of terra cotta units.	Unforeseen Conditions	Additional work implemented to remediate an unforeseen condition. During other demolition works it was discovered that the existing to remain terra cotta units were in such poor condition that they had to be replaced.	\$61,710	\$58,770.00	\$2,940.00	\$11,590,000.00	0.51%	\$22,268,226.00	0.26%
21	Forrest, Edwin Elementary School	Smith Construction, Inc.	DI Group	General Contract - Major Renovation	Per the request for information response and soil inspection report/email Contractor was directed to perform additional excavation and provide additional backfill material to accommodate the installation of new waterproofing and perforated underdrain	Design Omission (s)	Additional work implemented to rectify design omission(s). This change order will be further reviewed for possible recovery of costs through the professional liability insurance policy. The drawings required excavation away from the building of 30 inches to complete the drain installation and waterproofing. However the foundation was 13 feet below grade and this	\$148,857.00	\$148,857.00	\$0.00	\$11,590,000.00	1.28%	\$22,268,226.00	0.67%

As of 9/8/2023		Change Orders to be presented to the Board of Education on October 19, 2023													
Change Order #	School Location	Contractor	Designer	Work Description	Change Description	Reason for Change	Reason Description	CO Amount Requested	CO Amount Agreed	CO Amount Savings	Amount of Contractor's Contract	CO % of Contract Amount	Amount of Project	CO % of Project Amount	
19	Anne Frank	Dolan Mechanical, Inc.	Schrader Group Architecture, LLC	Plumbing Contract - Addition and Major Renovations	Provide the labor, material and equipment to locate valves in the crawl space shut down water and relocate piping for new ductwork.	Design error (s)	Additional work implemented to rectify design error(s). This change order will be further reviewed for possible recovery of costs through the professional liability insurance policy. Design required the installation of new ductwork inside an existing chase but failed to consider the waterlines already located inside the chase.	\$2,973.00	\$2,904.00	\$69.00	\$1,607,000	0.18%	\$19,182,000	0.02%	
2	Lawton, Henry W. Elementary School	TE Construction Services, LLC	Godshall Kane O'Rourke Architects	General Contract - Classroom Modernization	Provide all Labor, Materials and Equipment needed to abate additional layer of 9" x 9" tile.	Unforeseen Conditions	Additional work implemented to remediate an unforeseen condition. The drawings call for the demolition of 12" x 12" area of tile. However, a layer of 9" x 9" tile was discovered underneath the 12' x 12' tile, which contained asbestos and had to be abated.	\$9,595.00	\$9,595.00	\$0.00	\$935,000	1.03%	\$1,568,738.00	0.61%	
7	Ludlow, James R. Elementary School	Robert Michaels and Associates, Inc.	Pennoni Associates, Inc.	General Contract - Structural Repairs and Re-Roof	Provide labor and materials and equipment necessary to protect existing fuel oil piping located in the coal room. Relocate serviceable check valve inside the boiler room	Design Omission (s)	Additional work implemented to rectify design omission(s). This change order will be further reviewed for possible recovery of costs through the professional liability insurance policy. Contract required coal room space to be sealed off and back-filled but failed to take into consideration the existing piping and check valve.	\$1,800.00	\$1,800.00	\$0.00	\$2,477,777.00	0.07%	\$2,477,777.00	0.07%	

As of 9/8/2023		Change Orders to be presented to the Board of Education on October 19, 2023												
Change Order #	School Location	Contractor	Designer	Work Description	Change Description	Reason for Change	Reason Description	CO Amount Requested	CO Amount Agreed	CO Amount Savings	Amount of Contractor's Contract	CO % of Contract Amount	Amount of Project	CO % of Project Amount
4	Ludlow, James R. Elementary School	Robert Michaels and Associates, Inc.	Pennoni Associates, Inc.	General Contract - Structural Repairs and Re-Roof	Provide labor and materials and equipment necessary to modify existing steel doors and frames at the North and South Pavilion Roof Access.	Design Error (s)	Additional work implemented to remediate an unforeseen condition. The newly installed roofing/insulation system was higher than the existing roof access door thresholds causing the doors and frames to have to be modified.	\$16,355.00	\$15,819.00	\$536.00	\$2,477,777.00	0.64%	\$2,477,777.00	0.64%
6	Ludlow, James R. Elementary School	Robert Michaels and Associates, Inc.	Pennoni Associates, Inc.	General Contract - Structural Repairs and Re-Roof	Provide the labor, material and equipment necessary to remove damaged acoustical ceiling tiles, flooring and underlayment, and buckled wood flooring. Repair broken steel piping wye. Remove debris from site. Replace damaged ceiling tiles. Patch damaged floor.	Unforeseen Conditions	Additional work implemented to remediate an unforeseen condition. Piping failed during a severe rain storm, causing 3 classrooms to be damaged.	\$77,341.00	\$77,341.00	\$0.00	\$2,477,777.00	3.12%	\$2,477,777.00	3.12%
2	Ludlow, James R. Elementary School	Robert Michaels and Associates, Inc.	Pennoni Associates, Inc.	General Contract - Structural Repairs and Re-Roof	Provide all labor, materials and equipment needed to repair water damage to finishes in room 309, including ceiling, lighting and controls and maple flooring. Install new 5/8" GWB drywall ceiling, lighting/controls, plywood subfloor and flooring. Repaint walls and ceiling.	Unforeseen Conditions	Additional work implemented to remediate an unforeseen condition. A failed 5" pipe fitting above the ceiling in room 309 during a rain storm resulted in damage to the ceiling, walls and floor.	\$56,566.00	\$56,566.00	\$0.00	\$2,477,777.00	2.28%	\$2,477,777.00	2.28%

As of 9/8/2023		Change Orders to be presented to the Board of Education on October 19, 2023													
Change Order #	School Location	Contractor	Designer	Work Description	Change Description	Reason for Change	Reason Description	CO Amount Requested	CO Amount Agreed	CO Amount Savings	Amount of Contractor's Contract	CO % of Contract Amount	Amount of Project	CO % of Project Amount	
3	Ludlow, James R. Elementary School	Robert Michaels and Associates, Inc.	Pennoni Associates, Inc.	General Contract - Structural Repairs and Re-Roof	Provide all labor, materials and equipment needed to assemble 15 new teachers' desks and fabricate and install 1 new semi-circular plastic laminated table top.	Unforeseen Conditions	Additional work implemented to remediate an unforeseen condition. Due to there being led contamination on the 3rd floor, the contractor, not the SDP maintenance staff was requested to assemble 15 new teachers' desks and fabricate and install 1 new semi-circular plastic laminated table top.	\$6,132.00	\$6,132.00	\$0.00	\$2,477,777.00	0.25%	\$2,477,777.00	0.25%	
5	Ludlow, James R. Elementary School	Robert Michaels and Associates, Inc.	Pennoni Associates, Inc.	General Contract - Structural Repairs and Re-Roof	Provide all labor, materials and equipment needed to complete additional scope of work added by revised Environmental Work Plan	Unforeseen Conditions	Additional work implemented to remediate an unforeseen condition. After contract award the third floor and attic were tested and determined to contain asbestos containing materials, which had to be abated before any other work could proceed.	\$65,469.00	\$65,469.00	\$0.00	\$2,477,777.00	2.64%	\$2,477,777.00	2.64%	
1	Ludlow, James R. Elementary School	Robert Michaels and Associates, Inc.	Pennoni Associates, Inc.	General Contract - Structural Repairs and Re-Roof	Provide all labor, materials and equipment needed to remove existing window; Install new door/frame/hardware, etc.	Unforeseen Conditions	Additional work implemented to remediate an unforeseen condition. Infill of the existing coal room left an area below a classroom inaccessible. In order to perform required maintenance in this enclosed area a door was installed where there was an existing window.	\$21,850.00	\$21,850.00	\$0.00	\$2,477,777.00	0.008818388	\$2,477,777.00	0.88%	

As of 9/8/2023		Change Orders to be presented to the Board of Education on October 19, 2023													
Change Order #	School Location	Contractor	Designer	Work Description	Change Description	Reason for Change	Reason Description	CO Amount Requested	CO Amount Agreed	CO Amount Savings	Amount of Contractor's Contract	CO % of Contract Amount	Amount of Project	CO % of Project Amount	
15	Morton, Thomas G. Elementary School	Lex Electric Company, Inc.	Ingram Engineering Services, Inc.	Electrical Contract - HVAC Renovation	Provide the labor, material and equipment necessary to make connections to boiler.	Unforeseen Conditions	Additional work implemented to remediate an unforeseen condition. Temporary power connections to the boiler were required pending PECO's completion of its work.	\$1,082.00	\$993.00	\$89.00	\$499,816.00	0.20%	\$3,090,816.00	0.03%	
16	Morton, Thomas G. Elementary School	Lex Electric Company, Inc.	Ingram Engineering Services, Inc.	Electrical Contract - HVAC Renovation	Provide the labor, material and equipment necessary to temporarily connect the 3 basement air handling units.	Unforeseen Conditions	Additional work implemented to remediate an existing unforeseen condition. Temporary power to the units was needed pending PECO's completion of its work.	\$9,224.00	\$8,571.00	\$653.00	\$499,816.00	1.71%	\$3,090,816.00	0.28%	
1	Peirce, Thomas May Elementary School	Devine Brothers, Inc.	Blackney Hayes Architects	Plumbing Contract - New Construction	Provide the labor, material and equipment necessary to install the new trap primer/water piping/insulation and vent pipe for Floor Drain 2.	Design Omission (s)	Additional work implemented to rectify design omission(s). This change order will be further reviewed for possible recovery of costs through the professional liability insurance policy. Trap primers and a vent were required but not shown on the plans	\$27,575.00	\$25,681.00	\$1,894.00	\$2,194,000	1.17%	\$33,732,900.00	0.08%	

As of 9/8/2023		Change Orders to be presented to the Board of Education on October 19, 2023												
Change Order #	School Location	Contractor	Designer	Work Description	Change Description	Reason for Change	Reason Description	CO Amount Requested	CO Amount Agreed	CO Amount Savings	Amount of Contractor's Contract	CO % of Contract Amount	Amount of Project	CO % of Project Amount
48	Richmond Elementary School	Lex Electric Company, Inc.	USA Architects, Planners & Interior Designers, P.A.	Electrical Contract - Major Renovation and Addition	Provide the labor, material, and equipment necessary to retrofit existing 20 amp single pole breakers to accommodate the two kitchen components.	Design Error (s)	Additional work implemented to rectify design error(s). This change order will be further reviewed for possible recovery of costs through the professional liability insurance policy. Design drawings showed single pole breakers but specified kitchen equip	\$4,479.00	\$4,243.00	\$236.00	\$2,558,000	0.17%	\$15,245,000.00	0.03%
113	Richmond Elementary School	Ernest Bock & Sons, Inc.	USA Architects, Planners & Interior Designers, P.A.	General Contract - Major Renovation and Addition	Provide the labor, material, and equipment necessary to add tubes and cut kitchen roll up counter doors to fit new door openings.	Design Omission (s)	Additional work implemented to rectify design omission(s). This change order will be further reviewed for possible recovery of costs through the professional liability insurance policy. Design failed to include sufficient door opening to enable sprocket a	\$7,150.00	\$6,159.00	\$991.00	\$9,885,000	0.06%	\$15,245,000.00	0.04%
	Vare Washington	Allstates Mechanical	Gannett Fleming	Mechanical Contract - Major HVAC Renovation	Provide the labor, material, and equipment necessary to repair the damage to the ceilings, walls and floors	Unforeseen Conditions	Additional work implemented to remediate an unforeseen condition. Freezing temperatures caused pipe to burst and the resulting water damaged the classroom ceilings, walls and floors.	\$227,441.00	\$216,069.00	\$11,372.00	\$3,434,000.00	6.29%	\$6,710,153.00	3.22%

As of 9/8/2023		Change Orders to be presented to the Board of Education on October 19, 2023												
Change Order #	School Location	Contractor	Designer	Work Description	Change Description	Reason for Change	Reason Description	CO Amount Requested	CO Amount Agreed	CO Amount Savings	Amount of Contractor's Contract	CO % of Contract Amount	Amount of Project	CO % of Project Amount
48	Wright, Richard R. Elementary School	Murphy Quigley Company, Inc.	Gannett Fleming	General Contract - Major HVAC Renovation	Provide the labor, material and equipment necessary to remove the existing soffits and install new metal framing and drywall in eight classrooms.	Design Error (s)	Design Errors- Additional work implemented to rectify design error(s). This change order will be further reviewed for possible recovery of costs through the design firm's professional liability insurance. The contract drawings did not show the removal of existing soffits and installation of new frames.	\$97,455.00	\$92,234.00	\$5,221.00	\$1,109,000.00	8.32%	\$6,449,400.00	1.43%
								\$971,621.00	\$946,261.00	\$25,360.00	\$ 51,313,593.00	1.84%	\$ 150,299,787.00	0.63%

Action Item - 13.

Title: Ratification of Contract with Jefferson University(\$30,000)

Board of Education Meeting Date: 10/19/2023

Action under consideration

The Administration recommends that the Board of Education ratify and authorize the execution and performance of a contract by The School District of Philadelphia, through the Superintendent or his designee, as follows:

With: Jefferson University

Purpose: To provide facilities and services for Philly Camp Akili, a Healing Centered Engagement (HCE) initiative

Start Date: July 23, 2023

End Date: July 27, 2023

Compensation not to exceed: \$30,000

Location(s): Jefferson University, East Falls Campus

Renewal options: No

Description:

Why is this contract needed?

Jefferson University engaged with the District's Office of Prevention and Intervention (P&I) during the time period specified to provide facilities and services for Philly Camp Akili, a Healing Centered Engagement (HCE) initiative. The camp was led and supported by skilled leaders from Flourish Agenda, Inc and District staff. The goal of the camp experience was to give traumatized children a community-driven experience reflective of the health, vitality, and culture of the city of Philadelphia. The District was the first organization outside of Oakland, California to be given the opportunity to host Camp Akili and support Philadelphia children with this new model. To date, this camp has only been operated by Flourish Agenda in Oakland, California.

Thomas Jefferson University provided housing, meals, and lecture hall use for the 2023 Camp Akili session. Thomas Jefferson University provided students with college-campus exposure and was sizable enough to overnight accommodate 75 students and 30 staff and fellow attendees.

The Camp took place at Jefferson University before the contract was finalized and awaited

signatures. After much effort to obtain all contract requirements, it was learned that the staff member at Jefferson University, who is the designated signer, was not available to sign the necessary documentation until after the camp was conducted.

How is this work connected to the District's plan to achieve Goals & Guardrails?

Camp Akili is connected to Guardrails 1: Welcoming and Supportive Schools, 2: Enriching and Well-rounded School Experiences, and 4: Addressing Racist Practices.

How will the success of this contract be measured?

Specifically, to the facilities rental, the Office of Prevention & Intervention wanted to achieve a safe environment for children staying at Thomas Jefferson University, as well as have adequate meeting and facilities space for the Camp Akili indoor and outdoor programming needs. Both of these objectives were met.

When applicable, is this an evidence based strategy? If so, what evidence exists to support this approach?

The programs and support offered to students at Camp Akili is rooted in the research and practice of Shawn and Nedra Ginwright, who have spent the last 30 years steeped in youth development and social and emotional learning. Shawn Ginwright is a Harvard University, School of Education professor who believes that "young people in many cities in this country have so much untreated, unhealed trauma." Additionally, 90% of youth that participated reported that they felt more aspirational towards their future after Camp Akili.

When applicable, was a larger community of District community members and/or stakeholders involved in this selection process? If so, what groups and how?

Community stakeholders, including Children's First and the Department of Behavioral Health and Intellectual disAbility Services provided input as they understand the landscape and need to better support our city's youth and families. Within the District, collaborative conversations were held with multiple representatives serving many offices. These conversations will be ongoing as Healing Centered Engagement compliments many domains. These conversations, as well as planning sessions, were held within Student Support Services and with the Office of School Safety, Curriculum and Instruction, Diversity, Equity, and Inclusion, and Leadership Development.

Related resolution(s)/approval(s):

January 26, 2023; # 16

Funding Source(s): 9KR0 Operating

Office Originating Request: Student Support Services

Action Item - 14.

Title: Memorandum of Understanding with Access Matters (\$1,200,000)

Board of Education Meeting Date: 10/19/2023

Action under consideration

The Administration recommends that the Board of Education authorize The School District of Philadelphia, through the Superintendent or his designee, to execute and perform a Memorandum of Understanding, as follows:

With:

Access Matters

Purpose:

To provide students with reproductive health counseling, education, and referrals through Health Resource Centers

Start date: 10/20/2023

End date: 6/30/2025

Value of Services not to exceed:\$1,200,000

Location:

Bartram, John High School; Central High School; Dobbins, Murrell Career and Technical Education High School; Edison, Thomas A. High School; Frankford High School; Mastbaum, Jules E. Area Vocational Technical High School; Northeast High School; South Philadelphia High School; Philadelphia Juvenile Justice Services Center School; West Philadelphia High School; King, Martin Luther High School; Building 21; Philadelphia Learning Academy South (PLAS); Clemente, Roberto Middle School; Crossroads Accelerated Academy; Philadelphia High School for Girls; The LINC; Robeson, Paul High School for Human Services; Washington, George High School; Fels, Samuel High School; Furness, Horace High School; Vaux High School - Big Picture; additional schools as agreed upon by the District.

Renewal Options: No

Description:

Why is this contract needed?

The Access Matters Health Resource Program provides students with reproductive health education, and referrals to community-based health services. The goal of Health Resource Centers (HRC) is to increase the number of adolescents who have access to quality sexual and reproductive health education and counseling to better inform their health decisions and to increase the number of adolescents with access to tools to decrease the risk of

unintended pregnancy, HIV, and sexually transmitted infections (STIs). Each center is managed by a local AccessMatters' Network provider and staffed by an experienced counselor, social worker, or health education. In 2021, national data from the Centers for Disease Control and Prevention (CDC) showed a nationwide increase in chlamydia, gonorrhea, and syphilis rates. Adolescents and young adults (15-24) made up a disproportionate number of these cases. The services provided through the HRCs encourage critical thinking around sexual activity and promote healthy relationships and behaviors regarding human sexuality.

How is this work connected to the District's plan to achieve Goals & Guardrails?

The services provided by the health resource center are aligned to Guardrail 1: Welcoming and Supportive Schools by ensuring that every school is a safe, welcoming and healthy place where students, staff and community want to be and learn each day. The Health Resource Center supports the overall health and well-being of students by providing them with medically accurate education and counseling that aims to promote better outcomes related to sexual health.

How will the success of this contract be measured?

Success will be measured by the number of students that take advantage of the available resources through Health Resource Centers.

If this is the continuation of a contract, how has success been measured in the past and what specific information do we have to show that it was successful?

During the 2022-2023 school year, HRCs received a little over 5000 visits from approximately 2600 students. The services they received included sexual health counseling services, referrals for STD testing, and reproductive counseling.

Related resolution(s)/approval(s):

August 15, 2019; No. 39

June 18, 2008; B-30

Office Originating Request: Student Support Services

Action Item - 15.

Title: Ratification of Memorandum of Understanding with Big Brothers Big Sisters

Board of Education Meeting Date: 10/19/2023

Action under consideration

The Administration recommends that the Board of Education ratify and authorize the execution and performance of a Memorandum of Understanding by The School District of Philadelphia, through the Superintendent or his designee, as follows:

With: Big Brothers Big Sisters Independence Region

Purpose: To provide one-to-one mentoring, structured group activities, build positive relationships, and model appropriate behavior

Start Date: 9/5/2023

End Date: 6/30/2027

Value of Services Not to Exceed: \$5,500,000

Location(s): Allen, Dr. Ethel School; Fell, D. Newlin School; Logan, James School; King, Martin Luther High School; McDaniel, Delaplaine School; McMichael, Morton School; Potter-Thomas School; Sharswood, George W. School; Tilden, William T. Middle School; Waring, Laura W. School; Dick, William School; High School of Engineering and Science - Carver; Arthur, Chester A. School; Duckrey, Tanner G. School; Dunbar, Paul L. School; Gompers, Samuel School; Greenfield, Heston, Edward School; Lea, Henry C. School; Locke, Alain School; Logan, James School; Meade, General George G. School; Mifflin, Thomas School; Mitchell, S. Weir Elementary School; and additional schools as identified by the Office of Student Support Services should BBBS receive additional funding to support additional schools.

Description:

Why is this contract needed?

The mentor-mentee relationship is an evidence-based model proven to have immediate and long-term benefits in youth development including increased high school graduation rates, lowered high school drop-out rates, more-positive attitudes about school, higher college enrollment rates, and improved behavior. This program funds approximately 830 students in the identified schools. The organization selects schools with populations of students who are underserved. With additional funding, the organization, following their normal selection process, can serve additional students. We are requesting a ratification because the services to the schools provided by Big Brothers Big Sisters are critical and have already started.

How is this work connected to the District's plan to achieve Goals & Guardrails?

Big Brother Big Sisters Independence Region programming has continued to partner with the district in an effort to improve student outcomes. This is a mentoring program that assists the district in working towards achieving Goals 4&5: every student will graduate ready for college and career; Guardrail 1: Welcoming and supportive schools, Guardrail 2: Enriching and well-rounded school experiences

How will the success of this contract be measured?

Big Brothers Big Sisters Independence Region is committed to ongoing data collection and evaluation. A standardized intake and follow up data are used to track all match support activity and evaluations are conducted on key outcomes using evidence-based surveys. Survey results help to determine the impact of the mentoring relationship and refine future program services.

Youth are given a survey within the first month of entrance to the program and again at the end of the year. The youth survey includes questions about socialization; challenges and successes at school; academic abilities; expectations for future education; attitudes toward smoking, drinking, and substance use; relationships to parents and guardians, and frequency of truancy, school lateness, and recent arrests.

Mentors and mentees are also evaluated on the strength of the relationship. Survey results are used to inform the level and intensity of match support needed to promote a positive mentoring relationship.

If this is the continuation of a contract, how has success been measured in the past and what specific information do we have to show that it was successful?

N/A

When applicable, is this an evidence based strategy? If so, what evidence exists to support this approach?

The mentor-mentee relationship is an evidence-based model. Some immediate and long-term benefits are: increased high school graduation rates, lowered high school drop-out rates, more-positive attitudes about school, higher college enrollment rates, and improved behavior.

When applicable, was a larger community of District community members and/or stakeholders involved in this selection process? If so, what groups and how?

N/A

Related resolutions/Action Items:

April 30, 2020; No. 45

November 15, 2018; No. 37

Office Originating Request: Student Support Services

Action Item - 16.

Title: Contract with Follett School Solutions, LLC - Destiny Library Manager (\$50,000)

Board of Education Meeting Date: 10/19/2023

Action under consideration

The Administration recommends that the Board of Education authorize The School District of Philadelphia, through the Superintendent or his designee, to execute and perform a contract, subject to funding, as follows:

With:

Follett School Solutions, LLC

Purpose:

To provide the Follett Destiny school library management system to schools

Start date: 10/26/2023

End date: 6/30/2024

Compensation not to exceed: \$50,000

Location:

All Schools;

Renewal Options: No

Description:

Why is this contract needed?

Follett Destiny Library Manager enables librarians and administrators to keep thorough, real-time track of a library's inventory and media assets. It provides the online catalog and check-in/check-out management system for school libraries. Schools have the option to purchase this service, and over 50 schools currently have active subscriptions. This contract will allow school librarians and administrators to continue to track a library's inventory and media assets thoroughly and in real time without interruption while the District conducts a procurement process to identify a long-term solution for its library management needs.

How is this work connected to the District's plan to achieve Goals & Guardrails?

The District's plan to achieve Goals & Guardrails is focused on creating an equitable and inclusive learning environment for all students, achieving academic excellence, and promoting student engagement and well-being. Library services provide students with access to a variety of resources and activities that they enjoy. This includes fiction and nonfiction books, audiobooks, ebooks, and databases. By providing students with access to the resources and support they need to succeed in school, library services can help students become lifelong learners and thrive in the 21st century.

How will the success of this contract be measured?

The number of students and staff who use Follett Destiny Library Services is a good indicator of its success. Schools will collect feedback from students and teachers about their experiences with Follett Destiny Library Services. By measuring the success of the contract for Follett Destiny Library Services using both quantitative and qualitative measures, schools can get a comprehensive understanding of how the platform is impacting students, teachers, and the overall school community. This information will be used to make informed decisions about whether to continue using Follett Destiny Library Services in the future.

When applicable, is this an evidence-based strategy? If so, what evidence exists to support this approach?

There is a growing body of research that demonstrates the positive impact of libraries on student achievement, reading comprehension, and critical thinking skills. For example, a study by the American Library Association found that students who use libraries for homework are more likely to get good grades in school. The study also found that students who use libraries are more likely to read for pleasure and have better reading comprehension skills. Another study, published in the journal "Education and Information Technologies," found that students who use libraries are more likely to develop critical thinking skills. The study found that students who use libraries are more likely to be able to evaluate information and make informed decisions. In addition to these studies, there is also a growing body of anecdotal evidence that supports the use of library services to improve student learning. For example, many teachers have reported that students who use libraries are more engaged in their learning and are more likely to succeed in school. Overall, the evidence suggests that library services are an effective strategy for improving student learning outcomes.

When applicable, was a larger community of District community members and/or stakeholders involved in this selection process? If so, what groups and how?

Follett School Solutions was previously selected through bid solicitation NG10114 several years ago. This school year, the District will engage in another procurement process to identify a library services provider. Consistent with the District's competitive procurement process, the selection process will include a committee of stakeholders and District staff with relevant programmatic, IT and fiscal expertise.

Related resolution(s)/approval(s):

January 19, 2017; B-11

Funding Source(s):

Various school budgets

Office Originating Request: Academic Support

Action Item - 17.

Title: Contract with Public Health Management Corporation, Research & Evaluation Group - Data Analysis and Evaluation Support (\$40,000)

Board of Education Meeting Date: 10/19/2023

Action under consideration

The Administration recommends that the Board of Education authorize The School District of Philadelphia, through the Superintendent or his designee, to execute and perform a contract, subject to funding, as follows:

With:

Public Health Management Corporation

Purpose:

Data analysis and evaluation support

Start date: 10/20/2023

End date: 9/30/2024

Compensation not to exceed: \$40,000

Location:

All Schools;

Renewal Options: Yes

Number of Options: 3

Duration of each option to extend: Years: 1 Months:

Maximum compensation authorized per option period: \$40,000

Description:

Why is this contract needed?

The contract is needed for data analysis and evaluation support for the Eat Right Philly program to meet grant requirements and support the Office of Research and Evaluation in generating memos and reports related to student healthy eating and physical activity behaviors, food insecurity information, and other program outcomes. We know through Youth Risk Behavior Survey and other District-wide data that Philadelphia students are at risk for poor health behaviors. The Office of Nutrition/Eat Right Philly, with collaboration of six external partners, focuses on student and family health and wellness utilizing federal funding

(USDA SNAP-Ed). This contract will support fulfillment of grant related data analysis and evaluation projects with close oversight and collaboration among the program office and the Office of Research and Evaluation. Eat Right Philly's intended outcomes are connected to the Board's School Wellness Policy (#145) and other indicators related to the health and wellness of students which can lead to positive academic achievement.

How is this work connected to the District's plan to achieve Goals & Guardrails?

This work supports overall student achievement, but specifically Guardrail One focused on creating healthy school environments. Having enhanced data analysis and summary reports on Eat Right Philly outcomes and reach provides insights to how this program and its associated external partners can best serve students and families with health and wellness needs.

How will the success of this contract be measured?

The Program Manager will track the vendor's ability to meet service objectives in a timely manner and that invoice reconciliation is punctual. The program office and ORE will ensure that all data analysis follows District and federal grant specifications.

When applicable, is this an evidence-based strategy? If so, what evidence exists to support this approach?

Schools are an ideal setting to promote nutrition education and wellbeing. Several research articles have demonstrated the evidence-base for this approach.

(<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7723000/>)

When applicable, was a larger community of District community members and/or stakeholders involved in this selection process? If so, what groups and how?

For this contract an invitation for bid (NG10318) was released by the Procurement Office and a committee of District staff with relevant program and evaluation staff were used to review and evaluate vendor responses.

Funding Source(s):

FY24 Pennsylvania Nutrition Education SNAP-Ed

FY25 Pennsylvania Nutrition Education SNAP-Ed

FY26 Pennsylvania Nutrition Education SNAP-Ed

Office Originating Request: Academic Support

Action Item - 18.

Title: License Agreement and MOU with Share Food Program - Supplemental Food Distributions for Families and Associated Farm-Focused / Healthy Eating Learning Opportunities

Board of Education Meeting Date: 10/19/2023

Action under consideration

The Administration recommends that the Board of Education authorize The School District of Philadelphia through the Superintendent or his designee, to execute and perform a license agreement and Memorandum of Understanding, as follows:

With:

Share Food Program Incorporated

Brief Purpose:

To provide school-based supplemental food distributions that students' families can access before or after the school day (produce stands, boxed fresh produce) and associated nutrition education supports in the form of urban farm experiences for students

Start Date: 10-20-2023

End Date: 9-30-2024

Value of Services not to exceed: \$207,000

Locations:

Feltonville Intermediate School; Taggart, John H. School; Spring Garden School; Washington, Martha School; Key, Francis S. School; Brown, Henry A. School; Blankenburg, Rudolph School; Solis-Cohen, Solomon School; Blaine, James G. School; Cayuga School; Gloria Casarez School; Castor Gardens; Munoz-Marin, Honorable Luis School; Ziegler, William H. School; Steel, Edward T. School; Strawberry Mansion High School; Clemente, Roberto Middle School; Kenderton Elementary School; Juniata Park Academy;

Description:

Why is this contract needed?

Food insecurity due to socio-economic disparities has been a long standing issue in Philadelphia. The discontinuation of SNAP's national Emergency Allotment benefit program and inflation has deepened this issue as the cost of groceries, gasoline, and other household necessities continue to rise. Additionally, parent/guardian responses to the food insecurity questions included on the Philly School Experience Survey suggest that food insecurity is a major concern for student households. The rate of food insecurity among responding households was 20%, higher than most recently available city, state, and national averages. This license agreement and MOU will benefit schools that have been identified as having high rates of food insecurity through the Philly School Experience Survey.

How is this work connected to the District's plan to achieve Goals & Guardrails?

Food insecurity directly impacts physical health and is associated with adverse developmental, behavioral, and social-emotional outcomes. Moreover, it can contribute to achievement gaps between low- and high-income children.

How will the success of this contract be measured?

The OCI/Nutrition team monitors and collaborates with Share Food Program regularly throughout the year. Share is required to provide information regarding their work including schools reached, number of families served, and pounds of produce distributed.

If this is the continuation of a contract, how has success been measured in the past, and what specific information do we have to show that it was successful?

This work has been ongoing since The Fund for the School District of Philadelphia has been able to secure funding for this initiative through various sources. Report briefs are provided to The Fund. During SY22-23, thirteen (13) schools during the school year and seven (7) during the summer months received distributions, over 78,000 pounds of fresh produce went to over 7,900 families.

When applicable, is this an evidence-based strategy? If so, what evidence exists to support this approach?

Food insecurity directly impacts physical health and is associated with adverse developmental, behavioral, and social-emotional outcomes. Moreover, it can contribute to achievement gaps between low- and high-income children. (Brochier, Annelise, Arvin Garg, and Alon Peltz. "Clinical and Public Policy Interventions to Address Food Insecurity Among Children." *Pediatrics*, 34, no 1. (2022): 2-7)

Office Originating Request: Academic Support

Action Item - 19.

Title: Occupational Advisory Committee Members for the 2023-24 School Year - Career and Technical Education Programs

Board of Education Meeting Date: 10/19/2023

Action under consideration

The Administration recommends that the Board of Education authorize The School District of Philadelphia, through the Superintendent or his designee, to appoint business, industry, post-secondary and community members to the Occupational Advisory Committees of The School District of Philadelphia's Career and Technical Education programs, and to provide notice of changes to CTE program options for the 2023-2024 school years, as follows:

Start Date: October 20, 2023

End Date: September 30, 2024

Purpose:

Authorize the appointment of members to the District's Occupational Advisory Committees for Career and Technical Education (CTE) programs and report CTE program changes

Locations:

Franklin, Benjamin High School; Creative and Performing Arts (CAPA) High School; Dobbins, Murrell Career and Technical Education High School; Edison, Thomas A. High School; Frankford High School; Franklin Learning Center (FLC); Kensington High School; Kensington High School for Creative and Performing Arts (CAPA); Kensington Health Sciences Academy; Lincoln, Abraham High School; King, Martin Luther High School; Mastbaum, Jules E. Area Vocational Technical High School; Northeast High School; Overbrook High School; Parkway West High School; Randolph, A. Philip Career and Technical High School; Roxborough High School; Saul, Walter B. High School; Sayre, William L. High School; Science Leadership Academy (SLA); Science Leadership Academy (SLA) at Beeber; South Philadelphia High School; Swenson Arts and Technology High School; The U School; Washington, George High School; West Philadelphia High School; The Workshop School

Description:

Why is this action item needed?

All Pennsylvania Department of Education (PDE) approved Career and Technical Education (CTE) programs must establish Occupational Advisory Committees (OACs). Occupational Advisory Committees are essential for ensuring the quality and relevance of Career and Technical Education programs. OAC members are experts in their respective fields who provide valuable input on curriculum development, equipment purchases, facilities, technology, safety, and student work-based learning opportunities.

Occupational Advisory Committee members are recruited through a collaborative effort involving CTE program instructors, local businesses, and the District's Office of Postsecondary Readiness/Pathways to Graduation. CTE program instructors leverage their existing relationships

with industry professionals to identify and recruit potential OAC members. Schools also recruit from local businesses to ensure that OACs are representative of the communities they serve and to foster local support for CTE programs. Finally, the Office of Postsecondary Readiness/Pathways to Graduation uses its network of relationships with industry, workforce development agencies, community and non-profit organizations, postsecondary institutions, and the City of Philadelphia to recruit additional OAC members. The addition of new OAC members is voted on and approved by the existing OAC, ensuring that the committee is composed of individuals who are committed to supporting and strengthening CTE programs in the District.

A secondary purpose of this action item is to comply with state-required notice of CTE program changes. The decision to add CTE programs is driven by the workforce needs of the City of Philadelphia and the surrounding region, as well as input from industry advisory committees. The District reduces programs by looking at student enrollment and capacity. Students enrolled in programs that are being closed are provided an opportunity to enroll in another program at the school.

The District has applied to PDE for approval to offer the following CTE programs starting in 2023-24: Accounting (Dobbins High School); Agriculture, Food and Natural Resources (Lankenau High School); Facility and Property Maintenance (Lincoln High School); Digital Media Production (Olney High School); and Education (SLA @ Beeber HS). The following CTE programs will no longer be offered due to low enrollment and/or lack of a certified teacher: Horticulture (Lincoln High School); Health Related Technologies (Robeson High School); Web Design (Roxborough High School); and Computer Networking (Dobbins).

All decisions to close Career and Technical Education programs at The School District of District are made in collaboration with building leadership, after careful consideration of multiple factors, including enrollment trends, student interest, and industry partnerships.

The Horticulture program at Lincoln High School was phased out over several years due to low enrollment and lack of student interest. Students enrolled in the program were provided the opportunity to complete the program by the end of the 2022-2023 school year. Similarly, the Web Design program at Roxborough High School was phased out and closed at the end of the 2022-2023 school year due to sustained low enrollment. The Health-Related Technology (HRT) program at Robeson High School was closed due to a lack of sustained student interest, resulting in years of lower enrollment. This decision was further strengthened by the fact that Robeson maintains strong partnerships with surrounding healthcare industry networks, which will continue to provide opportunities for Robeson students who choose to pursue career exposure/training opportunities in the industry. The Computer Networking program at Dobbins High School was closed due to the lack of a consistent certified teacher for over three years, resulting in years of low enrollment and very little student interest. Students currently enrolled in the Computer Networking program are being provided an opportunity to enroll in and complete another program at the school.

The School District of Philadelphia is committed to providing high-quality CTE programs that meet the needs of students and the workforce. Decisions to close CTE programs are not made lightly, and are only made after careful consideration of all relevant factors.

How is this work connected to the District's plan to achieve Goals & Guardrails?

CTE is also aligned with the Goals & Guardrails in its overall focus on preparing students for success in life after high school. CTE programs provide students with the skills and knowledge

they need to be successful in college, careers, and citizenship. Additionally, CTE programs can contribute to a positive school culture and climate by creating a sense of belonging and purpose for students. CTE programs can also provide opportunities for students to develop their social-emotional skills and work collaboratively with others.

Related resolution(s)/approval(s):

September 22, 2022 No. 19

November 15; 2018; No. 30

March 15; 2018; B-7

Office Originating Request: Academic Support

Action Item - 20.

Title: Capital Award for the Provision of Electrical Services by Lex Electric Company, Inc. at the Fanny Jackson Coppin School (\$3,526,336) - Added 10.3.2023

Board of Education Meeting Date: 10/19/2023

Action under consideration

The Administration recommends that the Board of Education authorize The School District of Philadelphia, through the Superintendent or his designee, to execute and perform separate contracts with the lowest responsible bidders, subject to funding, as follows:

With:

Lex Electric Company, Inc.

Purpose:

To upgrade the electrical services at the Fanny Jackson Coppin School

Start date: 10/20/2023

End date:

Compensation not to exceed: \$3,526,336

Location:

Coppin, Fanny Jackson School;

Renewal Options: No

Maximum compensation authorized per option period: \$3,526,336

Description:

- Why is this contract needed?

To provide the necessary electrical upgrades to the school, including but not limited to modernizing the building's power, lighting, telecommunication, fire alarm, surveillance and synchronized clock systems.

- How is this work connected to the District's plan to achieve goals and guardrails?

Our mission is to provide a safe learning environment for children. We do this by identifying and supporting investments in the buildings that the students in Philadelphia learn in. This can include the construction of new buildings, renovating existing facilities, erecting additions and converting existing facilities to accommodate educational program change, and improving existing facility sites.

Guardrail 1: Welcoming and Supportive Schools – To better ensure this school will be a safe, welcoming and healthy place where our students, staff and community want to be and learn each day.

- How will the success of this contract be measured?

Success will be measured by the timely close out of the project within budget by June 30, 2027.

The Office of Minority and Small Business (OMSBD) will review and verify MWBE compliance in this contract by verifying monthly or quarterly spend reports for verification and potential auditing. Then OMSBD will track the spend through our contract compliance checks. The OMSBD will then report to internal and external stakeholders.

Funding Source(s):

FY23-24 Capital Budget

Office Originating Request: Operations - Capital Programs

ATTACHMENTS:

Description

Type

Action Item - 21.

Title: Contract with NCS, Pearson Inc. for Universal Gifted Screener (\$320,000) - Added 10.3.2023

Board of Education Meeting Date: 10/19/2023

Action under consideration

The Administration recommends that the Board of Education authorize The School District of Philadelphia, through the Superintendent or his designee, to execute and perform a contract, subject to funding, as follows:

With:

NCS, Pearson Inc.

Purpose:

Gifted screener (The Naglieri Nonverbal Ability Test)

Start date: 12/1/2023

End date: 7/31/2026

Compensation not to exceed: \$320,000

Location:

All Elementary Schools;

Renewal Options: Yes

Number of Options: 2

Duration of each option to extend: Years: 1 Months:

Maximum compensation authorized per option period: \$125,000

Description:

The District needs a screener assessment that will help identify students who are mentally gifted in order to meet the following requirement from Pennsylvania's education regulations, PA Code Title 22: "Each school district shall adopt and use a system to locate and identify all students within that district who are thought to be gifted and in need of specially designed instruction."

How is this work connected to the District's plan to achieve Goals & Guardrails?

The screener will help identify students who would benefit from enrichment opportunities and/or increased use of visual tools to enhance their learning but who may not be identified

by the more traditional type of assessments used in the District. Since the screener does not involve any reading or writing, it also creates a more equitable testing experience for English Learners and other students who are not yet independent readers.

How will the success of this contract be measured?

The number of students who are screened and the number referred for further gifted evaluation.

If this is the continuation of a contract, how has success been measured in the past, and what specific information do we have to show that it was successful?

We have used the Naglieri Non-verbal Ability Test (NNAT3) since 2017. 80-90% of second graders have been screened with the NNAT3 each year between 2017 and 2023 with the exception of the 2019 and 2020 because of the pandemic.

Is this an evidence-based strategy? If so, what evidence exists to support this approach?

As part of their proposal, the supplier submitted a presentation documenting the research and development behind their product.

https://www.youtube.com/watch?v=M8tIEhm-_2w

Was a larger community of District community members and/or stakeholders involved in this selection process? If so, what groups and how?

Consistent with the District's competitive procurement process, the selection process resulting in this contractor included a committee of District staff with relevant programmatic, IT, and fiscal expertise who reviewed and evaluated contractors' RFQ responses. The committee included an Assistant Superintendent, a SBTL, a School Psychologist, a PFT representative, and several members from the Evaluation, Research, and Accountability Office.

Funding Source(s):

FY 2023-24 Evaluation, Research, and Accountability Operating

Office Originating Request: Evaluation, Research and Accountability