



# SCHOOL DISTRICT OF PHILADELPHIA EMPLOYEE HANDBOOK

December 2009

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Family and Medical Leave Act Poster

(<http://webgui.phila.k12.pa.us/offices/b/benefits/policies--procedures>)

# 1 INTRODUCTION

## 1.1 HANDBOOK DISCLAIMER

All employees shall have access to this Handbook. They are expected to read its policies but understand that it cannot anticipate all possible questions concerning employment. Nothing contained in the Handbook is intended as a contract of employment, and the policies, rules, and benefits described therein are subject to change at the discretion of the District at any time. Employment is at-will and for no specific term. The District reserves the right to terminate the employer-employee relationship at any time. The Handbook does **not** supersede any terms or conditions established by contracts or agreements with bargaining units.

## 1.2 SCHOOL DISTRICT PHILOSOPHY, MISSION, AND GOALS

The School District of Philadelphia is an organization dedicated to achieving excellence in education. Its mission is founded on the belief that all children can learn. Its major objective is to motivate all students to be fully aware of their individual capabilities and potential and to stimulate their effort toward lifelong learning as competent and productive human beings.

Inherent in the mission is the development of high levels of competence in basic skills; the appreciation of human values, attitudes, and cultures; the fostering of independent thinking; the cultivation of understanding and appreciation of individual differences; and improving the ability to adapt to the technological changes of society.

The essential components of this educational process are intellectual, social, and ethical development. Of primary concern are the elements of thought: perception, analysis, diagnosis, comprehension, judgment, and synthesis. These elements constitute the basic dimensions of “learning to learn.”

There shall be a printed statement of educational goals that describes current expectations of student achievement upon completion of a program of studies in the Philadelphia Public Schools. These statements shall include:

1. The development of competence in reading, writing, speaking, listening, mathematics, science, reasoning, life skills, computer literacy, social studies, foreign languages, the arts, and physical and health education.
2. The development of human values emphasizing interdependence among people *as well as understanding and appreciation of other social, cultural, racial, ethnic and religious groups* .
3. The development of understanding of and participation in our democratic form of government.
4. The development of career preparation, *knowledge*, skills, and *attitudes*.
5. This statement shall be available in every classroom and office as well as available to the public and shall serve as an official guide to the staff for program development and implementation.

The achievement of the above goals requires that the School District:

1. Provide a variety of educational programs to meet the specific needs of individual students, including Special Education, Early Childhood, *Bi-lingual* and Alternative Programs
2. Provide multi-racial and multi-cultural opportunities for all students
3. Implement a comprehensive program in career education
4. Improve staff performance at managerial, instructional, and supportive service levels
5. Encourage improvement in student and staff attendance and punctuality
6. Provide a safe, clean, supportive physical, social, and emotional environment for learning
7. Develop and promote greater economy, efficiency, and effectiveness throughout the School system
8. Provide for the meaningful involvement of parents and the total community in the educational process
9. Implicit in this statement is the requirement that each staff member accept responsibility for the accomplishment of these goals.

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## 1.3 GENERAL POLICIES

### A. EQUAL EMPLOYMENT OPPORTUNITY

The School District of Philadelphia has been and remains committed to the principle and practice of equal employment opportunity for all persons without regard to race, color, religion, age, sex, sexual orientation, ancestry, national origin, handicap, or disabled or Vietnam-era veteran status, consistent with job qualifications and safe performance of work requirements.

The School District seeks to recruit, hire, and place into available jobs the most qualified persons and to administer personnel matters such as compensation; benefits; promotion; transfer; training; layoffs; discipline; termination; and School District sponsored educational, social, and recreational programs in accordance with this policy.

In addition to applying equal employment principles in all its personnel decisions, the School District is committed to affirmative action to assure equal opportunity. It shall take positive steps to make its policy known and to encourage all qualified minorities, women, handicapped persons, and covered veterans to seek employment with or advancement within the School District.

All administrators, supervisors and managers **shall be made aware of this policy** and shall fulfill their responsibilities in a manner which reflects and fosters the School District's equal employment policy. All other employees are expected to conduct themselves at work in a way consistent with this policy.

All employees are expected to deal fairly and courteously with one another to ensure a work environment free of intimidation and harassment. Ethnic, racist, or sexist slurs or other personal derogation not related to legitimate factors concerning work are offensive and unacceptable employee behavior. Sexual harassment is also a form of unlawful and unacceptable sex discrimination and includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.

Any employee who violates this policy commits misconduct for which appropriate discipline may be imposed, up to and including termination. Any employee who believes he/she has been subjected to unlawful discrimination or harassment should make a complaint to his/her immediate supervisor or, if appropriate, a superior officer or file a grievance in writing. Employees are encouraged to contact the General Counsel's office for information on making complaints or filing grievances.

### B. CODE OF ETHICS

All persons employed by the School District of Philadelphia including members of the School Reform Commission and the Board of Education, regardless of their particular job or role, are part of one of the nation's most important public educational institutions. As such, they have special legal and ethical obligations ensuing from two distinct disciplines: government service and education.

The governmental dimension of these responsibilities imposes duties inherent in public service including the promotion and protection of public trust and confidence, avoidance of conflicts of interest and appearances of impropriety, as well as careful and informed management of the public fisc. These duties must at all times guide the conduct of all employees who serve the School District.

The educational responsibilities of School District employees require that the educational and developmental interests of students must be of the highest priority. All School District employees should conduct themselves in a manner that promotes and supports the development of good character by teaching, enforcing, advocating, and modeling ethical principles.

### CORE PRINCIPLES

The first and greatest concern of an employee shall be to promote the School District's mission to provide students with a quality education in a safe setting that also reflects the District's commitment to the highest ethical standards.

All School District employees are expected to acknowledge and accept responsibilities stated in this Code and to interpret and apply them so as to create an environment that fosters public and collegial trust; personal and institutional integrity; high levels of competence and accountability; and a positive atmosphere characterized by integrity, fairness, respect, and caring. As such, in carrying out the functions of their positions, all employees are expected to:

1. Be honest;
2. Treat all persons with respect;
3. Take responsibility and demonstrate accountability for their actions;
4. Strive to be fair in all matters;
5. Pursue excellence;
6. Obey all laws and regulations;
7. Avoid conflicts of interest or any appearance of impropriety;
8. Work in cooperation with others to protect and improve the School District community and advance the well-being of students; and
9. Represent the School District in a manner that engenders public trust in its integrity and competence.

### APPLICATION OF CODE OF ETHICS

This Code of Ethics applies to members of the School Reform Commission, the Board of Education, and all employees. Unless otherwise stated, the term "employee" is used to refer to all these groups. All employees are expected to read and understand the Code of Ethics. A failure or refusal to do so does not release an employee from compliance with the provisions of the Code of Ethics.

### INTERPERSONAL RELATIONSHIPS

Honesty and Integrity. School District employees must conduct themselves in a manner that engenders respect and justifies trust in their integrity, competency, and devotion to the mission of the School District. School District employees shall demonstrate personal trustworthiness by being honest and avoiding any form of falsification, misrepresentation, deception, or cheating.

Atmosphere of Integrity. A School District employee must strive to establish and uphold an atmosphere of integrity that encourages honesty and discourages all forms of dishonesty, deception, or academic cheating. A School District employee shall assure that all official actions affecting students and co-workers, including but not limited to the assignment of grades; conclusions and recommendations incorporated in formal assessments; determinations of eligibility for special programs; accessibility to particular classes, teachers, and programs; and inclusion or exclusion from sports or other co-curricular activities, shall reflect adherence to the highest standards of integrity and fairness.

Fairness. A School District employee shall be fair, open-minded and impartial in exercising the employee's authority. A School District employee shall strive to assure that all actions promote fairness and equity for all employees, students, and others affected.

Maintaining a Respectful Environment. The ability to resolve problems and work effectively as team members is often necessary to promote effectiveness. The cornerstone to a good working environment is respect. A School District employee shall strive to create and sustain a respectful, fair, and caring environment by treating all persons including other District employees, students, and parents with a high degree of respect by being civil and courteous and avoiding conduct that can reasonably be construed as abusive, rude, or inappropriate.

Exploitative or Abusive Conduct. A School District employee shall strive to protect and safeguard the physical and mental well being of all persons in the working environment. A School District employee shall treat students and other School District employees with respect, never engaging in conduct that could reasonably be construed as exploitative, physically intimidating, discriminatory, harassing (in a sexual nature or otherwise), or abusive. Language that relates to race, ethnicity, religion, national origin, sexual orientation, age, sex, or disability in a profane or joking way shall not be used in any job-related situation.

Candor Regarding Working Relationships. School District employees shall demonstrate a high degree of accountability by being candid and forthright in giving timely, complete, and accurate information to help their superiors, co-workers, and members of the School Reform Commission and Board of Education to make informed and intelligent decisions.

## IMPROPER CONDUCT

Avoiding Appearances of Impropriety Regarding Public Power or Resources. School District employees are entrusted with stewardship over the Philadelphia public school system. In order to justify and maintain public trust and confidence in the integrity and competency of the School District, employees shall not engage in any conduct that involves misuse of funds, facilities, property, time, or other public assets.

Improper Use of Position. School District employees shall use the authority, discretion, powers, and resources arising from their public position only to advance public interests and not to attain personal or private gain or advantage for themselves or any other person. In dealing with personal matters, a School District employee shall not use official letterhead, title, or badge or otherwise refer to his/her position with the School District to induce or intimidate persons to resolve disputes more favorably; provide preferential treatment; give gratuities, discounts, or favors; or provide other unwarranted personal or private benefits.

Unauthorized Use of District Facilities, Equipment, Supplies, and Mailing Lists. A School District employee shall not use nor allow others to use for non-District purposes, District equipment, supplies, or mailing lists nor engage in or allow conduct resulting in the unauthorized use of any District resource. Except for occasional and limited personal use that does not interfere with the performance of official duties or create an appearance of impropriety, a School District employee shall not use nor allow others to use District facilities, equipment, supplies or mailing lists for personal purposes.

Misuse of Time. The time and services of all School District employees during working hours are assets of the District that should be used only for School District business. A School District employee shall avoid conducting personal business on District time.

Misuse of Personnel. A School District employee shall not direct, cause, induce, or permit another District employee to perform personal services or confer a private benefit on District time. Employees who are asked or instructed to perform improper personal services shall refuse to do so and report the request or instruction to any supervisor with whom the employee feels comfortable or to the Director of Human Resources. Supervisors who receive such reports shall report the matter to the Director of Human Resources.

Misuse of Technology Resources. A School District employee shall not make improper use of computer and internet technology. Unacceptable uses of technology are detailed in the District's "Computing and Internet Acceptable Use Policy" (included in this section of the Handbook, letter I).

Examination of Records. The School District reserves the right to review records to determine abuse of privileges relating to the use of District-owned telephones (including cellular phones), pagers, computers (including internet access), copy machines, automobiles, and/or transportation vehicles.

## CONFLICTS OF INTEREST

School District employees shall employ independent objective judgment in performing their duties, deciding all matters on their merits alone, free of partiality or prejudice and unimpeded by conflicts of interest or other improper influences. No School District employee shall engage in conduct that constitutes a Conflict of Interest, which shall be defined as use by an officer or employee of the authority of his/her office or the use of any confidential information received through his/her employment for the private pecuniary benefit of the employee, a member of the employee's immediate family (which includes for the purposes of this Code of Ethics the employee's spouse, domestic partner, parent, sibling, and child), or a business with which the employee or a member of the employee's immediate family is associated.

Financial Interest. A School District employee shall neither engage nor have any interest, financial or otherwise, direct or indirect, in any business transaction or professional entity, either as a director, officer, partner, trustee, employee, or manager in that entity which conflicts with or impairs the proper discharge of official duties or which could bring disfavor or disrespect upon the employee of the School District.

Contracting Decisions. A School District employee shall not recommend, vote, or otherwise participate in the decision to make any contract valued at \$1,000 or more between the School

District, including Student Activity Funds, and any business or entity in which the employee has a personal or financial conflict of interest.

School District employees shall be deemed to have a financial conflict of interest in a decision if it is reasonably foreseeable that the decision will have a material financial effect on:

1. The employee's immediate family distinguishable from its effect on the public generally;
2. Any business entity in which the employee or a member of the employee's immediate family has a direct or indirect investment worth \$1,000 or more or in which the employee or a member of the employee's family holds any position of management or is a director, officer, partner, trustee, or employee;
3. Any real property in which the employee or a member of the employee's immediate family has a direct or indirect interest worth \$1,000 or more; or
4. Any source of income for the employee or the employee's immediate family of \$1,000 or more.

A School District employee who has a financial conflict of interest because of his/her relationship with a business must remove him/herself from any decision concerning that entity including any decision to contract or not to contract with the entity and the administration of the contract.

Honoraria. A School District employee shall not accept an honorarium that represents a payment in recognition of published works, appearances, speeches, and presentations and that is not intended as consideration of the value of such services which are non-public, occupational, or professional in nature.

Tutoring. A School District employee shall not tutor or counsel as a private enterprise, for compensation, pupils assigned to any class of the officer's or employee's school. Officers or employees may tutor or counsel pupils enrolled in other schools unless such private enterprise conflicts with or impairs the proper discharge of official duties.

Personal Advertisements. A School District employee shall not advertise business or professional activities on School District property or use School District work hours, property, or services to perform or promote personal or commercial enterprises or to campaign or raise money for any candidates for political office.

Employee Publications. A School District employee shall not participate in the review and approval of publications or materials for School District purchase if the officer or employee is the author/editor of or has any financial interest in the sale of such publications or materials.

Referrals. A School District employee shall not refer a parent or student to a service, service provider or product in return for anything of value. Officers or employees making referrals as part of their official duties shall make referrals to more than one provider of the service or product. For example, school counselors shall refer parents or students to more than one counselor or provider of medical services.

Outside Income. School District employees shall not accept any outside earned income in any situation where a reasonable person in the community could conclude that the receipt of the income would be inconsistent, incompatible, or in conflict with their official duties.

General Limitation on Solicitation. A School District employee shall not solicit, directly or indirectly, any payments or other benefits under circumstances that would create in the mind of a fair-minded, reasonable person the belief that such payments or benefits were provided with the intent to improperly influence the employee's actions.

Gifts and Gratuities. The acceptance of gifts, payments, or other benefits from those with whom the School District does business can be improper. A gift is defined as anything of value which is provided to the extent that payment or consideration of equal or greater value is not received in return including but not limited to tickets to sporting or cultural events; items of food; meals; use of facilities; forgiveness of debts; interests in real property, investments, or merchandise; or a rebate or discount (unless the rebate or discount is normally given to any member of the public). School District employees who are in the position to make or influence a decision to spend District funds shall not solicit or accept any personal gifts, favors, or benefits of more than nominal value during a calendar year from any single person or organization that might benefit from the employee's decision. This provision does not apply to:

1. Meals provided at an event at which the employee participates in a seminar or similar activity;
2. Travel expenses and meals paid for by a local, state, federal or foreign government agency; or
3. Items received from a union representing the employee.

Statement of Financial Interest. In accordance with Pennsylvania law, the School District requires each member of the School Reform Commission (or Board member) and employee at the level of Director and above to file a Statement of Financial Interest with the Office of Human Resources by May 1 of each year for the immediate prior year. The Executive Director of Human Resources may require any employee whose duties require the exercise of discretion or judgment to file a Statement of Financial Interest.

Conflict of Interest Resolution. In the event that a question of Conflict of Interest or the appearance of Conflict of Interest arises, the matter shall be referred to and investigated by the Director of Human Resources who will report the results of the investigation to the Chief Executive Officer or Superintendent. Where appropriate, the Chief Executive Officer or Superintendent shall call all instances involving Conflict of Interest to the attention of the School Reform Commission or Board of Education with a recommendation as to how the conflict situation might best be resolved.

## PERSONNEL MATTERS

Hiring and Promotion Decisions. A School District employee who is in a position to make or influence hiring or promotion decisions shall strive to select the person whose job-related competency and character most closely matches the need of the work site/district as demonstrated by qualifications, experience, work history, and performance in official District selection processes.

Supervising Relatives. There is no prohibition on immediate family members from working at the same facility or program. Nevertheless, where immediate family members work with each

other in superior-subordinate situations, there can be an appearance of impropriety and serious morale issues can result. Accordingly, the hiring, appointment or transfer of an employee which creates such a situation is prohibited. Furthermore, no School District employee shall directly or indirectly recommend or advocate any personnel action that affects any immediate family member employed at the School District or directly or indirectly cause or permit the employment of an immediate family member employed at the School District to be a consultant or employee at the School District.

Voting Affecting a Close Relative. A School District employee shall not vote on any expenditure that would result in a direct financial benefit to an immediate family member.

Negotiations for Future Employment. In order to avoid conflicts of interest and appearances of impropriety, a School District employee shall not discuss or negotiate the possibility of future employment with any person or organization (other than a government agency) that might be directly or indirectly benefited in a substantial way by any official action the employee might take while employed by the School District.

Post Employment Restrictions, Revolving Door Limits, and Contract Restrictions. After leaving the District by resignation, retirement, or termination, School District employees are restricted from providing certain types of services for a period of 12 months. These restrictions are designed to prevent an unfair competitive advantage to companies hiring former School District employees. Upon separating from School District employment, former School District employees are restricted as follows from representing any individual or business entity before the School District for a period of one year:

1. Former School District employees may not register as lobbyists and lobby the District for one year after leaving District employment.
2. The District shall not contract with former employees who, within the preceding 12 months, held a position of substantial responsibility in the area of service to be performed by the contract or participated in any way in developing the contract or its specifications.
3. For the 12 months after a School District employee has left School District Employment, the District shall not contract with a business where the former School District employee serves as an officer, principal, partner, or major shareholder or has been identified as a key part of personnel and where the former School District employee holds a position of substantial responsibility in the area of service to be performed by the contract or participates in any way in developing the contract or its specifications.
4. School District employees shall not contract with a business which has a subcontractor which employs a current employee or a former School District employee who has left the District within the previous 12 months, and where the former School District employee serves as an officer, principal, partner, or major shareholder or has been identified a key part of personnel and where the former School District employee holds a position of substantial responsibility in the area of service to be performed by the contract or participates in any way in developing the contract or its specifications.

## PROCUREMENT PROTOCOL

School District employees must discharge their duties impartially so as to assure fair competitive access to School District procurement by responsible contractors. They should conduct

themselves in such a manner as to foster public confidence in the integrity of the School District's procurement process.

Procurement Information. A School District employee who has access to confidential information relating to contracts, construction, or procurement must maintain the confidentiality of such information and not disclose or use it for any purpose other than in the proper performance of the employee's job.

Misrepresentations Prohibited. No School District employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious, or fraudulent statements or representations; or make or use any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry.

Proscribed Participation by School District Employees in Procurement Transactions. No School District employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the School District when the employee knows that:

1. The School District employee or a member of that employee's immediate family has a financial interest pertaining to the procurement;
2. A business or organization in which the School District employee or a member of that employee's immediate family is involved has a financial interest pertaining to the procurement; or
3. Any other person, business, or organization with whom the School District employee or a member of that employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Solicitation or Acceptance of Gifts. No School District employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor, or subcontractor any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

Gifts by Bidders, Offerors, Contractors, or Subcontractors. No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit or money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

Kickbacks Prohibited. It shall be a breach of ethical standards for any person to offer, give, or agree to give any School District employee or former School District employee, or for any School District employee or former School District employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other

particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

Contemporaneous Employment Prohibited. It shall be a breach of ethical standards for any School District employee who is participating directly or indirectly in the procurement process to become or be, while such an School District employee, the employee or agent of any contractor contracting with the School District.

Disclosure of Subsequent Employment. No School District employee or former School District employee having official responsibility for a procurement transaction shall accept employment with any bidder, offeror, or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the public body unless the employee or former employee provides written notification to the Chief of Procurement of the School District prior to commencement of employment by that bidder, offeror, or contractor.

### IMPROPER CONDUCT REGARDING STUDENTS

Improper Influence. A School District employee shall not engage in nor cooperate with any conduct intended to improperly influence the actions, grades, or assessments of any central, regional, or local administrator, teacher, counselor, coach, or other employee who makes decisions affecting students. For example, money or personal favors should not be offered in exchange for a decision affecting a student's grades.

Cheating and Improper Assistance. A School District employee shall not engage in nor cooperate with any conduct intended to improperly aid students in their performance on exams or participate in or allow actions designed to alter or falsify tests or grades.

Avoiding Appearances of Impropriety Regarding Students. School District employees are entrusted with the physical and emotional safety and well being of School District students. To justify and maintain this trust, School District employees shall not engage in any conduct that is likely to create in the minds of reasonable, impartial observers the perception that a relationship or interaction with one or more students is abusive, exploitative, or otherwise improper. Dating relationships between employees and students are improper and are strictly prohibited.

Student Records and Personnel Files. A School District employee must not use or disclose confidential, private, or sensitive information acquired in the course of official duties relating to student performance and records, personnel files, or other District records except in the proper performance of the employee's job and in accordance with existing law and school policy.

### REPORTING IMPROPER CONDUCT

School District employees shall protect students and safeguard the public's trust by reporting unethical, illegal, or dangerous conduct to any supervisor with whom the employee feels comfortable or to the Director of Human Resources. Supervisors who receive such reports shall report the matter to the Director of Human Resources. This obligation to report misconduct arises whenever a School District employee has personal knowledge that another employee's conduct constitutes:

1. A violation of the law or this code;
2. Gross mismanagement;
3. A significant waste of funds;
4. An abuse of authority;
5. A substantial and specific danger to public health or safety; or
6. Other conduct that could injure the reputation of the District or subject it to liability.

A School District employee shall not file frivolous or unsubstantiated complaints regarding misconduct of other employees, nor shall they abuse the process by which misconduct may be reported.

Prohibition of Retaliation. School District employees shall not use or threaten to use official authority or influence to discourage, restrain, or interfere with any other employee from reporting facts believed to constitute improper, unethical, or illegal conduct nor shall they harass, punish, or retaliate against any employee who has made a good faith complaint.

### CONFIDENTIALITY

Confidential Information. School District employees shall abide by all laws and District policies concerning confidential information. A School District employee shall not disclose confidential information concerning property, personnel matters, or affairs of the District or its employees, without proper authorization, or use such information to advance the financial or other private interests of the officer, employee or others. Nothing in this provision shall be interpreted as prohibiting the practice of “whistle-blowing.”

Confidentiality of Meetings. A School District employee must honor confidentiality agreements and policies concerning the content and source of comments and actions occurring during staff, faculty, parent, and School Reform Commission or Board of Education meetings.

### COMPLIANCE

A School District employee shall uphold all laws and regulations of the United States, the Commonwealth of Pennsylvania, and all other applicable government entities and the policies, procedures, rules, and regulations of the School District, including applicable collective bargaining agreements.

### ENFORCEMENT

Violations of this Code of Ethics may result in administrative or disciplinary actions including suspension or dismissal as well as referral to appropriate authorities for civil and/or criminal prosecution. Determinations made with respect to potential violations of the Code of Ethics shall in no way preclude or replace any other any legal action or grievance procedures under any applicable collective bargaining agreement that may be warranted by the conduct.

## C. SEXUAL HARASSMENT PREVENTION

Sexual harassment of a School District employee or applicant for employment is prohibited. Sexual harassment, or harassment because of one's gender, has been defined by the Equal Employment Opportunity Commission (EEOC) as well as by federal, state, and local laws, and for the purposes of this Policy, District has adopted this definition.

Unwelcome sexual advances, requests for sexual favors, or other verbal or physical acts of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Recent court cases have recognized acts of harassment directed at a person because of gender to be sexual harassment, despite the intent behind the act. District adopts this interpretation as part of its policy. Sexual harassment is a violation of federal and state laws and the Philadelphia Fair Practices Ordinance, and may expose not only the District but also individuals to significant liability under the law.

While sexual harassment will not be tolerated by any employee, supervisors shall be held to a higher standard of conduct and shall be subject to a higher level of discipline when engaging in sexual harassment.

Any person who feels he/she is being subjected to sexually harassing behavior of any kind is encouraged to object to the behavior and/or report the behavior to his/her supervisor or other appropriate official(s) as indicated in the "Procedures for Processing Sexual Harassment Complaints" and Board Policy 301 (Equal Employment Opportunity), which is incorporated herewith. It is a violation of this policy to retaliate or engage in any form of reprisal because a person has raised a concern, filed a complaint of, or been a witness to sexual harassment. Any supervisor who receives a sexual harassment complaint or who has reason to believe sexual harassment is occurring shall refer to the procedures for processing sexual harassment complaints.

It shall also be the policy of the District that the basic rights of all concerned must be respected at all times.

### PROHIBITED CONDUCT

The following are examples of acts which violate the District's Sexual Harassment Policy. These examples are not to be construed as an all inclusive list of prohibited acts under the Policy.

A. Physical assaults of a sexual nature, such as:

1. Rape, sexual battery, molestation, or attempts to commit those offenses, or committing an act with intent to cause fear in another of immediate bodily harm or death; and
2. Intentional physical contact which is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body, poking another employee's body, or

touching of the clothing covering the immediate area of the complainant's intimate body parts.

B. Unwelcome sexual advances, propositions, or other sexual comments, such as:

1. Sexually-oriented gestures, sounds, remarks, jokes, or comments about a person's sexuality or sexual experience directed at or made in the presence of any employee;
2. Preferential treatment or promise of preferential treatment for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward; and
3. Subjecting, or threatening to subject, an employee to unwelcome sexual attention or conduct or intentionally making job performance more difficult because of the employee's gender.

C. Display of publications anywhere in the District's work place such as:

1. Displaying pictures, posters, cartoons, calendars, graffiti, objects, promotional materials, reading materials, music, or other materials that are sexually suggestive, sexually demeaning, or pornographic  
(Exceptions will be considered in situations where nudity or sexually explicit language is necessary to convey a message important to public health and/or safety or pedagogically appropriate.  
Subject to the foregoing exceptions, visual material will be presumed to be sexually suggestive if it depicts a person of either sex who is nude or seminude and/or who is posed for the obvious purposes of displaying or drawing attention to private portions of his/her body);
2. Displaying or publicizing, in the work environment, materials that are sexually revealing, sexually suggestive, sexually demeaning or pornographic;
3. Displaying signs or other materials purporting to segregate an employee by gender in any area of the work place (other than rest rooms and similar semi-private lockers/ changing rooms); or
4. Possession of such material in a manner that it is reasonably foreseeable that they might be seen by others.

D. Sexual favoritism. Impact on other employees:

The granting or withholding of employment opportunities and benefits including, but not limited to, job assignments, discipline, promotion, evaluation, and compensation constitutes sexual harassment when it is based on sexual favoritism, and is prohibited.

E. Other Forms of Prohibited Sexual Harassment:

Other conduct that has the purpose or effect of unreasonably interfering with an employee's work performance or working conditions on the basis of gender may also constitute sexual harassment, and therefore, is prohibited. Examples of conduct that, when based upon gender, constitutes prohibited sexual harassment include:

1. Assigning disagreeable or unsafe duties or not making comparable assignments that would tend to disadvantage an employee's development or career;
2. Withholding information, materials, equipment, or supplies necessary for the efficient performance of a job;
3. Unreasonably failing to cooperate or assist employees with work-related matters;
4. Interfering with an employee's efforts to satisfactorily complete a job assignment;

5. Maintaining unequal standards of performance;
6. Ostracizing employees, or otherwise making it known to employees that they are not welcome in the work place because of their gender; or
7. Referring to employees by sexually denigrating or insulting names because of their gender.

F. Retaliation for sexual harassment complaints. Examples of retaliation may include:

1. Arbitrary discipline, threats, unwarranted change of work assignments, providing inaccurate work information, or failing to cooperate or discuss work-related matters with any employee because that employee has complained about, been a witness to, or resisted harassment, discrimination, or retaliation; and
2. Intentionally pressuring, falsely denying, lying about, or covering up or attempting to cover up conduct such as that described in any item above.

## PROCEDURES FOR MAKING COMPLAINTS

The District is committed to resolving these complaints as quickly and efficiently as possible. If you believe that you have been sexually harassed, or have knowledge that others have been sexually harassed, you are encouraged to contact your supervisor, the Director of Human Resources, or the Law Department of the School District of Philadelphia.

The employee may seek either an informal or formal resolution to his/her complaint:

### A. INFORMAL

Where behaviors may be offensive and the offended party has a desire to stop the behaviors without formal procedure, the employee may notify the offending party directly, but is not required to do so. The employee may also request a supervisor to intervene by notifying the alleged offender that the specific offensive behavior(s) will not be tolerated in the work place. In such case the supervisor must discuss the matter with the alleged offender, and, if warranted require that he/she participate in non-disciplinary counseling. The supervisor shall document actions taken and inform the Director of Human Resources in writing. Copies will also be forwarded to the Law Department of the School District of Philadelphia. The accused shall have the right of representation during his/her interview with the supervisor as required by the Collective Bargaining Agreement.

### B. FORMAL

An individual who believes that he/she has been sexually harassed can file a complaint requesting an investigation into the allegation. Formal complaints shall be taken in writing and signed by the complainant. A thorough and complete investigation shall be conducted by the supervisor.

To the extent possible and allowed by law, confidentiality shall be maintained within the confines of the investigation of the alleged prohibited behavior. All parties will be treated with dignity and due process.

## PROCEDURES FOR INVESTIGATIONS AND RESOLVING COMPLAINTS

### A. EQUAL EMPLOYMENT OPPORTUNITY OFFICER

The principal of each school shall be designated as the EEO Officer capable of conducting a thorough and complete investigation. In non-school offices the administrator in charge of such office shall be the EEO officer. The principal or administrator shall seek advice and assistance from the Cluster Leader (in the case of the principal) or the next higher administrator (in the case of an administrator in charge of a non-school office) if the principal or administrator believes that he/she lacks the capacity to conduct a thorough and complete investigation or the alleged misconduct. If the principal or the administrator in charge is the alleged harasser or is alleged to have been responsible for the harassment, such person's direct line supervisor will conduct the investigation.

### B. CONDUCTING INVESTIGATIONS

Any Supervisor or EEO Officer receiving a complaint of sexual harassment shall take the details of the complaint in writing and have the complainant sign it. Copies of this document will be forwarded to the Law Department of the School District of Philadelphia and the Director of Human Resources. All complaints of sexual harassment against a District employee shall be received, investigated, and disposed of in accordance with the procedures set forth in this Policy, and complainants shall be notified of the final disposition/action taken by the District.

If the complaint involves sexual assault, rape, or conduct of a criminal nature, the Philadelphia Police Department shall be contacted and a report of the incident made. If there is any question whether the conduct complained of constituted criminal activity, the Law Department of the School District of Philadelphia should be contacted and consulted.

The assigned investigator shall attempt to secure statements from all participants in, and witnesses to the alleged incident. The accused shall have the right of representation during his/her interview as required by the applicable collective bargaining agreement or practice.

All investigations shall be completed by the assigned investigator within 60 days from the filing date of the complaint. Extenuating circumstances for not being able to comply with the deadline must be approved by the Director of Human Resources. The extension must be a specified period of time not exceeding 25 days, and must be communicated to the complainant.

If the charge is substantiated, the EEO Officer shall determine the appropriate level of discipline consistent with the School District's strong policy against sexual harassment. Such discipline as is deemed appropriate will be initiated in accordance with District disciplinary procedures and applicable collective bargaining agreements. Documents regarding substantiated charges of sexual harassment shall be placed in the accused employee's personnel file. Documents regarding unsubstantiated charges shall not be placed in personnel files, but shall be maintained by the Law Department of the School District of Philadelphia in a confidential EEO file established expressly for retaining complaints of sexual harassment against employees of the District.

### C. TRAINING

It is the responsibility of the District to insure that all supervisors receive the appropriate training to enforce this Policy.

### CONCLUSION

Nothing in this Policy shall be construed as violating existing labor contracts. If any section of this procedure is declared invalid, the remaining sections shall remain valid and unaffected.

### D. AIDS/HIV INFECTION

The Board of Education is committed to the provision of a healthful environment for its employees. In fulfillment of that commitment, the Board has and shall continue to seek guidance from appropriate medical, educational, legal, and government authorities. This policy statement is the result of such guidance. This policy shall apply to all employees in all programs conducted by the School District of Philadelphia. School District Management for this disease shall be the responsibility of the Director of Health Services.

AIDS is an acronym for acquired immune deficiency syndrome. As used in this policy, AIDS includes all levels of infection, from asymptomatic to AIDS Related Complex (ARC) to full blown or "classic" AIDS, caused by the AIDS virus. This virus has been designated by scientists and medical authorities as the Human Immunodeficiency Virus (HIV).

Each case shall be considered on an individual basis consistent with the recommendations of the Center for Disease Control.

An employee with AIDS shall be admitted to his/her place of employment provided such admission has been approved by a Screening Committee consisting of the Director for Health Services who shall serve as chairperson, a physician named by the Superintendent, and a physician named by the Commissioner of Health of the City of Philadelphia. The Committee shall consult with the attending physician, the employee, and, if necessary, with educational personnel in the proposed placement.

Decisions shall be based both on the employee's susceptibility to other diseases and the employee's likelihood of presenting risk of infection to others. The Screening Committee may make limited waiver of the physician-patient privilege a condition of admission to the extent necessary to protect the patient and others.

Periodically, the Screening Committee shall review each case to determine current status and make revisions, if necessary, in the original decisions.

### IDENTIFICATION AND CONFIDENTIALITY

The identity of employees with AIDS shall be confidential except in the case of the limited waiver of physician-patient privilege.

All files that include listing of names and other confidential information of those with AIDS shall be kept under strict security by an official named by the Superintendent.

## PLACEMENT

First consideration should be given to returning the employee to the regular assignment. Any decision for an alternative placement must be supported by specific data.

### **E. FREEDOM OF SPEECH IN NON-INSTRUCTIONAL SETTINGS**

The Board acknowledges the right of its professional employees as citizens in a democratic society to speak out on issues of public concern. When those issues are related to the school system and its programs, however, the employee's freedom of expression must be balanced against the interest of this district.

In situations in which the teacher is not engaged in the performance of professional duties he/she should:

1. State clearly that his/her expression represents personal views and not necessarily those of the school district;
2. Not direct his/her expression toward any individual(s) with whom he/she would normally be in contact in the performance of duties in order to avoid the disruption of cooperative staff relationships;
3. Refrain from expressions that would interfere with the maintenance of discipline by school officials;
4. Refrain from making public expressions which he/she knows to be false or made without regard for truth or accuracy; and
5. Not make threats against co-workers, supervisors, or district officials.

### **F. POLITICAL ACTIVITIES**

The Board recognizes and encourages the right of its employees as citizens to engage in political activity. School property and school time, paid for by all the people, may not be used for political purposes.

The Board adopts the following guidelines for those staff members who intend to engage in political activities:

1. The collection of campaign funds and/or the solicitation for campaign workers is prohibited on school property;
2. The use of pupils for writing or addressing political material or the distribution of such material to or by pupils is forbidden; and
3. District employees who hold elective or appointive office are not entitled to time off from their school duties for reasons incident to such offices, except as such time may qualify under the leave policies of the Board.

The following situations are exempt from the provisions of this policy: the discussion and study of politics and political issues when such discussion and study are appropriate to classroom studies such as history, current events, and political science.

Violations of any of the foregoing rules shall, at the discretion of the Board, constitute cause for reprimand, penalty, or dismissal.

## **G. USE OF TOBACCO PRODUCTS**

The Board recognizes that smoking during school hours and on school property presents a health and safety hazard, which can have serious consequences for the smoker and the nonsmoker and the safety of the District and is, therefore, of concern to the Board.

Pennsylvania Act 128 of 2000 prohibits the use of tobacco products in school buildings, stadiums, bleachers, or other premises leased by or under the control of the School District. The use of tobacco products on buses, vans, or other vehicles owned or leased by the School District is prohibited. This prohibition extends to students, staff, and visitors.

For the purposes of this policy, “tobacco products” shall mean all uses of tobacco, including cigars, cigarettes, pipes, and smokeless tobacco.

Under the requirements of Act 128 a school principal or building administrator may only designate a smoking area for non-students where the designated area is no less than 50 feet from school buildings, stadiums, or bleachers.

## **H. INTERIM POLICY ON EMPLOYEE SUBSTANCE ABUSE**

The Board of Education recognizes that the abuse of alcohol and chemical substances has an adverse effect on work performance and the health and welfare of its employees. Moreover, problems associated with substance abuse are affecting all areas of society, and most especially, the children we serve. Therefore, the Board adopts this policy in an effort to prevent the abuse of alcohol and chemical substances by all of its employees.

All of the premises used by the School District of Philadelphia, whether owned, leased, or temporarily under its control for any program or activity of the School District are declared to be drug-free work-places.

The School District of Philadelphia prohibits the possession, manufacture, sale, dispensing, and use of alcohol and/or any controlled substance and prohibits any of its employees’ being under the influence of alcohol or a controlled substance on any of its premises or in any of its programs or activities. An employee found to violate this rule shall be subject to discipline up to and including discharge.

The School District of Philadelphia encourages its employees experiencing difficulty with alcohol or controlled substance abuse to seek assistance in their efforts to control such problems and to achieve rehabilitation. It remains the employee’s responsibility to initiate efforts to seek assistance before the stage at which his/her work performance is impaired and leads to disciplinary action. See Board Policy 320 entitled Employee Assistance Program (<http://www.phila.k12.pa.us/offices/administration/policies/320.html>).

Any employee who is convicted of a criminal drug offense in the workplace must within five days thereof give written notice of such conviction to the Executive Director of Human Resources.

The foregoing constitutes the School District of Philadelphia's Interim Policy on employee alcohol and substance abuse. However, a comprehensive alcohol and substance abuse program and policy, including provisions governing testing for alcohol and substance abuse, will follow. It must be emphasized that as a condition of employment, every Philadelphia School District employee must abide by the terms of this Interim Policy. This obligation includes the employee's submission to appropriate drug and alcohol testing under present practice.

## **I. COMPUTING AND INTERNET ACCEPTABLE USE POLICY**

### **PURPOSE**

The School District of Philadelphia is providing its employees and students ("users") with access to computing equipment, systems and local network functions such as School District e-mail and the Internet. This access has a limited education purpose for students and is to facilitate employees' work productivity.

### **ACCESS RIGHTS AND PRIVILEGES**

The School District has the right to place reasonable restrictions on the use of equipment, resources and material that students and employees access or post through the system. Students and employees are also expected to follow the rules set forth in the District's rules and regulations governing conduct, disciplinary code, and the law in their use of the District's equipment and network. This access has not been established as a public access service or a public forum. All access and rights are privileges granted by the District, and users should expect no privacy rights.

All District employees and students will have access to the Internet through the District's private network. Parents may specifically request that their children not be provided such access by notifying the District in writing. No student will be given or have access to District-provided Internet e-mail.

Students may be permitted to access an external Internet e-mail service or their personal e-mail account for the purpose of legitimate instructional or school-based needs. This is a local decision.

Guests/contractors are not automatically eligible for a District e-mail account. E-mail or network access accounts may be granted if directly sponsored by a District administrator.

### **UNACCEPTABLE USES**

#### **USERS MAY NOT:**

1. Use the District's private network to access material that is profane or obscene (pornography of any kind), that advocates illegal acts, or that advocates violence or discrimination towards other people (hate literature).
2. Post personal information on the Internet about themselves or other people. Personal contact information includes address, telephone, school address, work address, pictures or video bites, clips, etc.
3. Attempt to gain unauthorized access to any other computer system. This includes attempting to log in through another person's account or access another person's files. These actions are illegal, even if only for the purposes of "browsing," "snooping," or "electronic discovery".

4. Deliberately disrupt or harm hardware or systems, interfere with computer or network performance, interfere with another's ability to use equipment and systems, or destroy data.
5. Use the District's private network to engage in illegal acts such as arranging for a drug sale or the purchase of alcohol; engaging in criminal gang activity; threatening the safety of a person; accessing or sharing unauthorized copyrighted music, movies, and other intellectual property; etc.
6. Utilize peer-to-peer file-sharing applications or execute programs to facilitate the downloading or exchange of copyrighted or unauthorized music, movies, and other materials.
7. Use the District's private network to solicit information with the intent of using such information to cause personal harm or bodily injury to another or others.
8. Post information that could endanger an individual or cause personal damage or a danger of service disruption.
9. Knowingly or recklessly post false or defamatory information about a person or organization.
10. Intentionally seek information on; obtain copies of; or modify files, other data, or passwords belonging to other users.
11. Directly or indirectly make connections that create "backdoors" to the District, other organizations, community groups, etc. that allow unauthorized access to the District's network.
12. Use obscene, profane, lewd, vulgar, rude, inflammatory, hateful, threatening, or disrespectful language.
13. Engage in personal attacks, including prejudicial or discriminatory attacks.
14. Harass another person. Harassment is persistently acting in a manner that distresses or annoys another person.
15. Re-post a message that was sent to them privately without permission of the person who sent them the message.
16. Forward or post chain letters or engage in "spamming." Spamming is sending an annoying or unnecessary message to a large number of people.
17. Install or reproduce unauthorized or unlicensed software on District resources.
18. Plagiarize works that they find on the Internet or other resources.
19. Use technology resources and Internet for private business activities or unreasonable personal use.
20. Use the District's private network for political lobbying.

**Students may not** agree to meet with someone they have met on the Internet without their parent's approval and participation.

**Students may not** download files unless approved by their teacher.

## SYSTEM SECURITY OBLIGATIONS

Users are responsible for the use of their individual access account(s) and should take all reasonable precautions to prevent others from being able to use their account(s), including coworkers, friends, or family. Under no conditions should a user provide his/her password to another person.

Attempts to log on to the District's private network or any other network as a system administrator are prohibited.

Any user identified as a security risk or having a history of violating this or any other Acceptable Use Policy may be denied access to the District's private network.

Users will avoid the inadvertent spread of computer viruses by following the School District virus protection procedures if they download software or share common file directory. Users should immediately notify a teacher or system administrator of any possible security problem. Students will promptly disclose to their teacher or other appropriate school employee any message received that is inappropriate.

## FILTERING

As required by law and in recognition of the need to establish a safe and appropriate computing environment, the District will use filtering technology to prohibit access, to the degree possible, to objectionable or unsuitable content that might otherwise be accessible via the Internet.

## DUE PROCESS

The School District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to any illegal activities conducted through The District's private network.

In the event there is an allegation that a student has violated the District Acceptable Use Policy, the student will be provided with a written notice of the alleged violation and will be provided with notice and opportunity to be heard in the manner set forth in the Student Hearing Process Policy. Disciplinary actions may be taken.

Employee violations of the District Acceptable Use Policy will be handled in accordance with law, School Board Policy, or collective bargaining agreement(s), as applicable.

## ADMINISTRATION

The Chief Information Officer has the responsibility and authority for the development, publication, implementation, and ongoing administration and enforcement of the processes and techniques required to protect the SDP's technology systems and services from unauthorized access, loss, or misuse.

School principals have the responsibility to establish a plan to ensure adequate supervision of students. They are also responsible for interpreting and enforcing this policy at the local level. Local management has the responsibility to interpret and enforce this policy.

## **J. WHAT TO DO DURING INCLEMENT WEATHER**

Snow Hotline: 215-400-INFO (4636)

This hotline will provide regular updates on the status of school and office closures, and is a very efficient way, in partnership with the District's website, to check the status of closures.

### **FULL DAY CLOSINGS**

In the event that schools are closed on a school day due to inclement weather, a decision will be made in each instance as to whether administrative offices, including Regional Offices, will be open or closed. Unless it is announced that administrative offices are closed, assume they will be open. **KYW Radio (1060 AM)** will be asked to clearly communicate the decision on the status of administrative offices on each day. Employees who work in Administrative Offices, including Regional Offices, should contact 215-400-INFO or visit the District's web site. Voice mail will also be used to communicate this information. Administrators are encouraged to access their voice mail from their homes should there be any question regarding the opening of administrative offices. Call 215-400-5000; press "star," then press "pound." Then follow the prompts.

## **K. SAFETY AND SECURITY**

### **INCIDENT REPORTING**

To report an incident of any kind, call the Incident Control Desk at 215-400-6100.

When required in accordance with the school district's policy and procedures, school administrators must make the appropriate oral/written notifications. Administrators must record appropriate information on official school documents in an organized, legible, and descriptive manner. Oral and written communication reported in a timely manner will support an effective and efficient investigation of an incident.

### **PROCEDURE**

1. Incidents to be reported include those which:
  - a. Affect the health, safety and welfare of the students, employees, and visitors;
  - b. May be of a criminal nature;
  - c. May generate public concern; or
  - d. Occur to and from school; inside school; on school property; or during After School Programs, Evening School, Saturday School Programs, and other related school functions.
  
2. Examples of incidents that should be reported:
  - a. Injuries or illness to students such as fractures; injuries to the head, eyes, or teeth; heavy bleeding; loss of consciousness; cessation of breathing; or human/animal bites;
  - b. All incidents involving the possession or use of a weapon;
  - c. Assaults or threats to students, employees, or visitors. The report should indicate if the victim will press charges;
  - d. Persons found in possession of, selling, or using drugs and/or alcohol;

- e. Bomb threats, moral offenses (unauthorized electronic devices possessed by students), and weapons offenses;
  - f. Unauthorized person(s) entering school property during or after school hours;
  - g. Theft, burglary, or robbery of property which belongs to the school, school personnel, students, or visitors;
  - h. Accidental property loss or damage due to fire, water, natural disaster, or human actions;
  - i. Vandalism against school property committed by students, school employees, or visitors;
  - j. Arrest of students, school employees, or visitors;
  - k. Any incident that, in the judgment of the administrator, may affect the efficient operation of the school or administrative office;
  - l. Any work-related injury or illness reported by an employee;
  - m. Rumors of impending disturbances and indications of increasing tensions in the school or community must also be reported promptly to the Regional Office, School Police supervisor, and local police Captains.
3. If any emergency occurs (fire, vandalism, etc.) the Building Engineer and/or Facilities Area Coordinator will be notified of the situation. The Facilities Area Coordinator and/or Building Engineer will notify the administrator. A copy of the incident report will be forwarded to the Administrator, Facilities Area Coordinator, and Building Engineer.
  4. After any necessary emergency steps have been taken, a School Police Officer will complete Form SP-16, "Officer Complaint Form," with all the pertinent information about the incident.
  5. This report is to be signed by the School Police Officer and left in the Administrator's and Building Engineer's office.
  6. At the earliest opportunity, the administrator or designee must telephone a summary of the incident to the Incident Control Desk and the Regional Office. The Incident Control Desk will assign a control number. The Regional Office should receive the summary of the incident pending the assignment of a control number.
  7. Incidents must be reported immediately if they are of such a serious nature that assistance is needed from the Office of School Climate and Safety and/or the police, or if the incident may have negative parental or public awareness connotations.
  8. The Office of School Climate and Safety will notify the Office of Communications when there is a possibility that the communications media may seek information regarding the incident.
  9. The principal/administrator or designee will complete Form EH-31 (Incident Follow-Up Report) using the assigned number. This report must be filed within two working days of the incident. The form must contain specific details of the incident.
  10. The principal/administrator is to distribute Form EH-31 as follows:
    - a. Regional Office or Administrative Office
    - b. Incident Desk
    - c. Office of General Counsel
    - d. Office of School Services

- e. Office of Risk Management
- f. School or Administrative Office where incident occurred
- g. School District employees listed in the report may be given a copy of the EH-31 if it is requested. The EH-31 may be shared with others with the approval of the Office of General Counsel. Students' addresses and/or telephone numbers are confidential and may not be shared with other students or parents.

11. If additional information is obtained after the original EH-31 has been filed, it is to be reported on a Form EH-31 using the same control number. Copies must be sent to the above offices.

NOTE: Incidents listed above that are deemed to be of a less serious nature by the principal or administrator must also be reported following the procedure outlined above except that securing the control number from the Incident Desk may be made within two working days following the incident.

### **L. DRESS CODE**

Due to the range of positions district-wide, the SDP does not have an all-inclusive formal dress code. However, all employees are required to report to work dressed in a manner that reflects positively on the professional image of the District and is appropriate for their position.

Administrators and supervisors are held accountable for maintaining this code. If, in the judgment of an administrator or supervisor, an employee is not appropriately dressed for the workplace, the administrator or supervisor has a responsibility to direct the employee to leave the district premises until he/she is properly dressed.

If you have any questions as to what is appropriate to wear to work, please contact your administrator, supervisor, or union representative.

For a full directory of board policies:  
<http://www.phila.k12.pa.us/offices/administration/policies/>

## 1.4 IMPORTANT CONTACT INFORMATION

School District of Philadelphia Education Center..... 215-400-4000  
440 N Broad St.  
Philadelphia, PA 19130

Employee Benefits..... 215-400-4630  
[benefits@phila.k12.pa.us](mailto:benefits@phila.k12.pa.us) Fax: 215-400-4631

Retirement..... 215-400-4680  
[retirement@phila.k12.pa.us](mailto:retirement@phila.k12.pa.us) Fax: 215-400-4681

Payroll..... 215-400-4490  
[payrollhelp@phila.k12.pa.us](mailto:payrollhelp@phila.k12.pa.us) Fax: 215-400-4491

Employee Health Services..... 215-400-4660  
Fax: 215-400-4661

Risk Management: Workers' Compensation..... 215-400-4590  
Fax: 215-400-4591

Office of Human Resources..... 215-400-4600  
Fax: 215-400-4601

For a more complete directory, see the District website at <http://www.phila.k12.pa.us/> or call the main district number above to be transferred to the correct department.

Employee Help Line..... 215-400-HELP (4357)  
[employeehelp@phila.k12.pa.us](mailto:employeehelp@phila.k12.pa.us) Fax: 215-400-4612

Teacher Safety Hotline..... 215-400-STOP (7867)

SAFE Hotline..... 215-400-SAFE (7233)

Inclement Weather Line..... 215-400-INFO (4636)

Incident Control Desk..... 215-400-6100

Pennsylvania Public School Employees' ..... 1-888-PSERS4U (1-888-773-7748)  
Retirement System (PSERS) Health Options Program: 1-800-773-7725  
[www.psers.state.pa.us](http://www.psers.state.pa.us) Local Office: 215-443-3495

PMA Management Corp.....to report an injury 1-888-476-2669  
380 Sentry Parkway  
Blue Bell PA 19422

Medical Providers:

School District Independence Blue Cross Hotline..... 215-241-0841  
[www.ibx.com/sdp](http://www.ibx.com/sdp)  
Personal Choice..... 1-800-626-8144 or 215-557-7577  
Keystone..... 1-800-227-3114 or 215-241-2080 or 2273

SPAP/CASA/Non-Represented—Dental, Vision, Rx:

United Concordia (Dental)..... 1-800-332-0366  
Davis Vision (Vision)..... 215-241-2080  
Future Scripts (Rx)..... 1-888-678-7012

*BARGAINING UNITS*

PFT Local 3—Philadelphia Federation of Teachers..... 215-587-6738  
1816 Chestnut St. Health and Welfare: 215-561-2722  
Philadelphia, PA 19103 Legal Services Fund: 215-972-0942  
[www.pft.org](http://www.pft.org)

SEIU Local 32BJ District 1201—Service Employees International Union..... 215-923-5488  
Medical 877-605-8300  
455 N 5<sup>th</sup> St. Health and Welfare: 215-627-9220  
Philadelphia, PA 19103-5605 Legal: 215-627-7358  
[www.phillyunions.com/seiu1201](http://www.phillyunions.com/seiu1201) Fax: 215-923-5534  
H&W Fax: 215-627-9250

Local 634—School Cafeteria Employees..... 215-765-2781  
1122 Spring Garden Street Health and Welfare: 215-483-6000  
Philadelphia, PA 19123  
[www.uniteherephilly.org](http://www.uniteherephilly.org)

SPAP—School Police Association of Philadelphia..... 215-342-3300  
Suite 300, 8400 Bustleton Ave.  
Philadelphia, PA 19152

CASA—Commonwealth Association of School Administrators..... 215-236-7222  
855 N. Broad St. Fax: 215-236-9230  
Philadelphia, PA 19123  
[www.casa502.org](http://www.casa502.org)

## **2 ABSENCES**

### **PURPOSE**

The purpose of this policy is to establish guidelines for employee attendance. Excessive absence on the part of School District of Philadelphia (SDP) employees may have a negative effect on the services provided by the SDP, on the instructional program, the continuity of instruction to all pupils and the morale of other employees. This policy establishes procedures of the School District insofar as absences are concerned.

### **POLICY/PROCEDURE**

#### *Attendance*

Punctual and regular attendance is expected of School District of Philadelphia employees. All employees are required to request approval for absences and leaves on the appropriate forms.

#### **2.1 APPROVAL REQUIREMENT**

Employees must secure prior approval from their supervisor and/or from Human Resources. The purpose of this requirement is to allow sufficient time to consider the request; to decide whether it may be granted; to determine the rate of salary deductions, if any; and to notify the school or department of the decision. Such requests must be prepared by the applicant on the proper form and presented to the principal or administrator for approval. Form SEH-86 is appropriate for vacation, personal leave and personal illness or illness in the family for three or fewer work days and form SEH-3 is appropriate for personal illness or illness in the family for more than three consecutive work days.

The **FMLA poster** lists employee rights under the **Family and Medical Leave Act**. Under this Act, employees may be eligible for unpaid, job-protected leave due to certain family and medical reasons.

#### **2.2 GENERAL GUIDELINES**

Documentation of reasons for a leave of absence such as a physician's signed certification of illness or disability shall be presented by the employee. Contact the Office of Employee Health Services at 215-400-4660 for additional information.

Employees on leave may not engage in any remunerative activity. Non-compliance will be a basis for employee dismissal from service.

Records of attendance shall be maintained for each employee. Absences and reasons for the absences shall be noted. These records shall be part of the evaluation of the employee's service.

## 2.3 PERSONAL LEAVE

Full-time, regular employees may be eligible for full salary for **three** days of personal leave each year without salary loss. Part-time, regular employees may be eligible for a prorated amount of leave depending on the number of days or hours worked.

Personal leave is to be used for urgent personal business which cannot be conveniently scheduled on days other than work days and for personal emergencies requiring immediate attention.

Requests for personal leave that would have the effect of extending school holidays or beginning the summer vacation earlier or extending it will not be approved except in the most unusual circumstances.

Unused personal leave at the end of each year may be accrued without limit but not used, except for employees represented by Local 634 who receive compensation for 100% of unused personal leave days each year.

Three days may be used for personal leave in any single school year. Collective bargaining agreements may allow use of more days.

Upon termination of service, employees whose services were not terminated for intentional misconduct shall be paid in full for the number of unused personal leave days.

## 2.4 PERSONAL ILLNESS

Full-time, regular employees may be eligible for full salary for **ten** days each year due to non-work-related illness or injuries, cumulative to an unlimited maximum. Part-time, regular employees may be eligible for a prorated amount of sick leave depending on the number of days or hours worked.

For routine physical examinations scheduled during the workday, employees must utilize personal leave or vacation time. Personal illness leave may not be used for such examinations.

An employee on sick leave who wishes to leave the city for a continuous period of time must obtain approval of the Director of Employee Health Services.

An employee whose absence exceeds ten consecutive days must be referred to the Director of Employee Health Services.

Upon termination of service, employees whose services were not terminated for intentional misconduct shall be reimbursed for 25% of unused personal illness days.

### **Illness due to pregnancy**

Employees who are medically unable to work *prior* to delivery must submit a detailed medical report from the attending physician documenting the diagnosis to Employee Health Services. The report must explain why the employee is unable to work. Failure to submit such a report may result in unauthorized leave without pay. The same documentation is required no later than six weeks after the birth for a disability resulting from pregnancy or childbirth.

Reports should be mailed to:

School District of Philadelphia  
Employee Health Services, Suite 134  
440 North Broad Street  
Philadelphia, PA 19130

Employees are eligible for six weeks of sick leave after a normal delivery and eight weeks after a Cesarean, “C” section. A “C” section must be documented by a letter from the doctor confirming the surgery. Personal Illness days in the employee’s bank and/or the wage continuation benefit will be used for the period of this leave, if available.

In the event that the disability no longer exists, the employee may request to be placed on Parental Leave of Absence *without* further payment of benefits in accordance with collective bargaining agreements, or the employee shall be required to return to work.

#### **Extended Absence—No Wage Continuation Benefits**

Employees who do not elect to participate in the wage continuation program, who have been on continuous absence because of illness, and who are unable to return to duty at the expiration of their accumulated personal illness days may be eligible for an unpaid leave of absence equal to the difference between the number of accumulated personal illness days and a full work year. If, at the end of this unpaid leave, the employees are unable to return to service immediately, service may be terminated. Medical benefits coverage is extended during the first three months of such unpaid leave.

#### **Extended Absence—Wage Continuation Benefits**

Employees who have been on continuous absence because of illness and are unable to return to duty at the expiration of their accumulated personal illness days may be eligible for benefits under the voluntary wage continuation program if they have become members of the program. As part of the program, employees have a non-paid waiting period, depending on the number of days in their personal illness banks. They may be entitled to one full year of wage continuation benefit after all personal illness days are exhausted. Employees who do not return at the end of their available benefit may be separated from service. For more information concerning wage continuation, see the Employee Benefits section.

The following regulations will apply to employees who have been absent for an extended period of time of less than one year:

1. When the absence is more than three months but fewer than six months, there must be a resumption of work for a continuous three months before being considered eligible again for a full year of wage continuation benefits. Any **approved** leave taken within this three-month period, with a maximum of **three** days of personal leave and **three** days of sick leave or wage continuation benefits will **not** break the continuity of service.
2. When the absence is six months or more but less than one year, there must be a resumption of work for a continuous five months before being considered eligible again for a full year of wage continuation benefits. Any **approved** leave taken within this five-month period, with a maximum of **three** days of personal leave and **five** days of sick leave or wage continuation benefits will **not** break the continuity of service.
3. Employees who return to work after an extended absence for personal illness and find it necessary to use more than the three or five days of permitted personal illness, wage continuation benefits, or approved leave may do so if they have accumulated personal illness days, or are covered for that period under their wage continuation benefits plan. In such cases, all benefits will

cease when the total number of days employees are absent due to illness equals their entitlement under their plan. The absences are cumulative and include the initial period of extended absence due to illness and all subsequent absences during the continuous return to service period.

### **Participating in Other Activities While on Sick Leave**

Employees on approved sick leave who desire to take part in a non-remunerative occupation, assist others in a remunerative occupation, or undertake volunteer activities outside the home, must obtain permission from the Executive Director of Human Resources who shall consult the Director of Employee Health Services. Such a request must be submitted before engaging in the activity, in writing, and must include a description of the nature of the activity, specifics with respect to the location and duration of the activity, and a physician's statement indicating the medical advisability and feasibility of such activity. Non-compliance with this policy may be a basis for disciplinary action.

*All employees returning to work from an extended period of illness must receive approval from Employee Health Services prior to returning to work.*

## **2.5 ILLNESS IN FAMILY**

Certain leaves for the illness of an immediate family member may be approved. The FMLA poster describes guidelines. Contact Employee Health Services at 215-400-4660 for details on how to apply.

The term *immediate family member* refers to a spouse or partner, son, daughter, father, mother, brother, sister, grandfather, or grandmother. Relationship through marriage is equivalent to relationship by blood. Residence in the same house, however, will not place the employee within the provision of this regulation where the degree of relationship is more distant than those above specified.

Documentation required for absence for illness in the family is the same as documentation for personal illness.

## **2.6 DEATH**

Allowable lengths of absences are as follows for the death of a family member:

### *1. Immediate Family*

In the event of the death of a parent, spouse or child.

- **Five work days, including the day of the funeral, taken within ten working days from date of death**

### *2. Close Family/ Resident of Household*

In the event of the death of a sister, brother, grandchild, grandparent, or resident of the same household as the employee.

- **Three work days, including the day of the funeral, taken within ten working days from date of death**

### *3. Relative*

In the event of the death of a first cousin, aunt, uncle, niece, or nephew.

- **Day of Funeral**

### *4. Distant Relative*

In the event of the death of a distant relative.

- **Personal Leave must be used first; if not available, employee will be paid 1/2 of base pay for each working day's absence**

Relationship by marriage is the same as relationship by blood.

**Extension of Time**

In cases where fewer than five calendar days are provided, the Superintendent may extend the number of days without loss of salary to a maximum of five days dating from the date of death and including Saturdays, Sundays, and holidays if the circumstances warrant an extension. In applying for an extension of time, a letter must be submitted explaining why the extension is necessary.

**Period of Mourning**

When a period of mourning is religiously required, employees will be paid 1/3 of base pay for each working day's absence beyond the time allowed, for a maximum of five days without loss of salary. A letter from the head of the congregation must be submitted to verify the requirement.

**Allowable lengths of absences for other deaths:**

*1. Friend*

In the event of the death of a friend not living with the employee, personal leave must be used first; if not available, employee will be paid 1/3 of base salary for the day.

*2. Principal*

In the event of the death of the principal, the entire school may be closed for the session of the funeral at the discretion of the Superintendent.

*3. Faculty Member*

For a delegation of not more than five faculty members there will be no salary loss to attend the funeral. The members to be selected shall be chosen on the basis of seniority of service in the school, or by the faculty as a group if that method of selection is preferred. Others who earn Personal Leave must use it if they wish to take off work, or they may secure a leave with full loss of salary.

**2.7 VACATION**

The amount of vacation accrual varies based on position and the length of School District service. Specific details are listed in collective bargaining agreements. Usage of vacation days requires prior approval. Blackout dates may apply, based upon departmental needs.

Vacation accrues on a monthly basis in the pay period which includes the 15<sup>th</sup> of the month.

Upon termination of service, employees shall be reimbursed for 100% of unused vacation days.

**Reduced Vacation for Extended Absence**

Following a leave of absence for six months or longer during a 12-month period—September 1 to August 31—the vacation of 12-month employees will be reduced by an amount equal to 1/12<sup>th</sup> of the employee's normal vacation accrual for each full month of absence. This applies to all types of extended leave: sabbatical, health, special leave with full salary loss, or any other extended leave of absence.

## 2.8 SABBATICAL

Professional employees and members of the supervisory, instructional, or administrative staff are eligible for sabbatical leave after the completion of ten years of satisfactory service in the public schools of the state. At least five consecutive years of such service must in the School District of Philadelphia, the school district from which the leave of absence is sought, unless the Board allows a shorter time. Thereafter, such leaves are allowed at intervals of seven years from the date of the termination of the previous leave.

Contact the Office of Human Resources to verify eligibility for sabbatical leave.

Sabbatical leaves are authorized for:

- Professional development
- Restoration to health
- **For PFT represented employees only**, 20 years of continuous service in accordance with the provisions of the collective bargaining agreement.

A sabbatical must be for a period of one full school year, one half school year, or two half school years during a period of two years. Therefore, all leaves, except those for restoration of health, must begin on September 1 or February 1 for 10-month employees and on August 1 or February 1 for 12-month employees.

Applications for sabbatical (Form SEH-80) must be submitted to Human Resources at least one month prior to the close of the term previous to that for which the leave is requested. The school principal or administrator must sign the sabbatical application.

**Every applicant for sabbatical leave must sign the agreement to return to the service of the Public Schools of Philadelphia at the expiration of leave and to remain in service for a period at least equal to the period of leave.** Unless prevented by illness or physical disability, employees who fail to return shall forfeit all benefits for the period of the leave, and retirement deductions shall be returned to the School District. Illness or physical disability is subject to verification.

The purpose of the sabbatical leave cannot be changed once the leave has begun; however, emergency situations will be considered upon written notice to Human Resources.

During a sabbatical, employees receive ½ of their regular salary. Employees are entitled to the same medical, health and life insurance benefits as active employees and the same retirement deductions will occur. Employees must advise their administrator where the bi-weekly checks are to be forwarded.

During the period of sabbatical leave, employees may not engage in a remunerative occupation other than that which could have been performed while in active service and a statement that this requirement has been followed will be required at the conclusion of the leave. However, employees are permitted to accept fellowships or foundation grants without losing their entitlement to salary specified by law.

The School District shall not change the duration of conditions of a sabbatical leave in the event employees become pregnant during such leave.

Upon return from sabbatical, employees may be reassigned to the position they would have occupied had they not taken sabbatical leave.

Leave for **professional development** must be in accordance with the following provisions:

1. Employees requesting such leave must submit a detailed plan describing the professional development activities to be undertaken.
2. Courses must be directly related to professional responsibilities as determined by the Board prior to approval. Any changes in the courses or plan also require prior approval. Courses and activities must be encompassed by the following educational domains:
  - a. Subject matter teaching
  - b. Equity among a diverse student population
  - c. Nature, extent, and uses of student measurement
  - d. Social and psychological aspects of education
  - e. Leadership and professionalism of education
  - f. Courses which may be approved based on the submission of course descriptions and the applicability of course content
3. Courses must be taken for credit. Applicants must successfully complete the equivalent of nine graduate or 12 undergraduate semester hours at accredited institutions of higher education or 180 hours of professional development activities during each ½ year of the educational leave (proportional combinations of courses and activities may be requested).
4. Summer courses for ten month employees or courses taken outside the sabbatical period are not acceptable.
5. Employees must provide the School District with satisfactory evidence that the approved plan for professional development was fully followed during the leave. Official transcripts or written verification of attendance at activities must be presented.
6. Employees who fail to comply with the approved educational plan, unless prevented by illness or physical disability, shall forfeit all benefits for the period of the absence. Illness or physical disability is subject to verification.

Leave for **restoration to health** must be in accordance with the following provision:

- Applicants are required to provide documentation from their attending physician including appropriate specialists. Such documentation must include all dates of treatment, type of treatment, and a current report. This leave may be granted at any time during the school year for an equivalent period of one half school year.

If, at the end of a sabbatical for one half school term or its equivalent, employees are unable to return to school service because of illness or physical disability, employees, upon written request prior to the expiration of the original leave, may be entitled to a further leave for one half school term or its equivalent.

## **2.9 MILITARY**

### **Annual Reserve Training**

Employees are expected to make a sincere effort to take their military training during their vacation or on non-school days so as not to interfere with the school program. A copy of the official orders should be submitted to a supervisor, and then to Human Resources, at least two weeks before the leave.

For reserve training, there will be no loss of salary for a maximum of 15 calendar days in one year.

### **Reservists/Members of the National Guard Called to Active Duty**

The School District will continue to pay employees called to active military duty the difference between their School District salary and their military pay. Employees must submit documentation of their military rate of pay before payment while on active duty will be made.

Employees and dependents are entitled to receive benefits for the duration of the active duty. Benefit continuation has no specific time limitations.

Upon return from active duty, employees should contact the Pennsylvania Public School Retirees' System to inquire about eligibility to purchase military service for pension credit.

Employees must notify the School District of their return within 90 days of the expiration of their active duty status. Upon return to the School District employees will be placed in their former assignments as if they had remained active employees with no interruption in seniority. Ten month employees returning to the School District after February 1 will be returned to their former assignments at the earliest possible date but not later than the beginning of the following school year.

### **Enlistment**

Employees' current assignments may be held for the first 89 days of active duty. After 89 days the current position will no longer be held. Employee may gain reemployment in a position of like seniority and pay.

Employees must apply to return to the School District within 90 days of the completion of their active duty.

Employees are entitled to continue to receive full benefits for the first 89 days of the leave. Following the 89-day period, the employee may continue to purchase benefits under the provisions of COBRA. The employee will pay 100% of the group rate premium. Benefits continuation has no specific time limitations. The employee may continue to make benefit payments during the full tour of active duty

## **2.10 PARENTAL**

All new parents, including those by adoption, are eligible for parental leave.

### **89 day leave**

When sick leave eligibility has expired after the birth of a baby, employees may apply for an 89-day unpaid leave with the right to return to their assignment as if they had remained in active service.

An 89 day leave is based on calendar days. For 10-month employees, the period from July 1 to August 31 is not counted in the 89-day leave. Ten month employees whose 89 day leave expires after May 1 may elect to extend the leave until the end of the school year in accordance with collective bargaining agreements.

Medical benefits eligibility is guaranteed for a **minimum of 90 days** during the leave and will continue, without disruption, upon return to service at the start of September. ***Employees who do not return at the end of the 89 day leave***, are entitled to coverage only for those 90 days. The School District of Philadelphia maintains the right to recover health insurance premiums for any period beyond those 90 days.

### **Extended parental leave-two years**

At least twenty-one days before the expiration of an 89 day leave employees may apply for a two year parental leave. Assignments are not held nor are benefits paid after the end of the 89 day leave. Employees may maintain their benefits under the provisions of COBRA.

Employees returning from parental leave of two years (including the 89 day leave) are entitled to return to their former location if there is a vacancy, in accordance with collective bargaining agreements

#### **Extended parental leave-four years**

At least twenty-one days before the expiration of a two year parental leave, employees may apply for a four year parental leave. The entire parental leave may not exceed four years from the beginning of the 89 day leave. Employees who use this extension are not entitled to return to their former locations.

### **2.11 DISABILITY**

Employees may use personal illness and wage continuation. See the Employee Benefits section for more information on this benefit.

### **2.12 GRADUATION**

Employees may attend their own graduation with no loss of salary. Available Personal Leave must be used for other graduations, or else a full loss of salary will occur.

### **2.13 COURT APPEARANCES**

Employees who appear as defendants, plaintiffs, or witnesses in cases arising out of school-connected incidents experience no loss of salary.

For personal cases, personal leave must be used; if employees do not have personal leave, full loss of salary will occur.

Employees who are subpoenaed as witnesses for a case experience no loss of salary, provided they are not parties (defendant or plaintiff) in the case.

### **2.14 JURY DUTY**

Employees summoned for jury duty must submit the summons to their administrator. There will be no loss of salary.

If the jury is not in session for a day or more, employees must report to their work location.

### **2.15 RELIGIOUS HOLIDAYS**

Payment is 1/3 of base salary for each day. A letter from the head of congregation is required for approval.

## **2.16 UNEXCUSED ABSENCE**

Any unexcused absence will result in a full salary deduction for the day(s) missed and may lead to disciplinary action.

## **2.17 CHARTER SCHOOL LEAVE**

Employees of the School District of Philadelphia may request a leave of absence for up to five years in order to work in a Charter School located within the City of Philadelphia, or in a regional Charter School in which the School District is a participant.

In an endeavor to maintain the high level of instruction required to realize the goals of Children Achieving, the following parameters have been established:

In any school year, the total number of leaves of all kinds in any particular school will not exceed ten percent of the professional staff in that school as of the requested effective date of the leave.

In any school year, the maximum number of leaves in any teaching assignment or specialty will not exceed three percent of the total number of professional employees employed by the School District in that teaching assignment or specialty. Requests for leave of absence must conform to the following procedures:

- Leaves of Absence to work in a Charter School must be requested by sending a letter to: Executive Director, Office of Employee Entry, Human Resources, 440 North Broad Street, Philadelphia, PA 19130. A copy of the request for leave must also be sent to the employee's immediate supervisor or administrator.
- All requests must be made in writing.
- All requests must be made at least 60 calendar days prior to the commencement of employment with the Charter School. For leaves beginning September 1, a request must be received no later than June 30 of the preceding school year.
- Requests must include the following information: name, address, social security number, location, job classification, date that leave is requested, length of the leave requested and name of Charter School.
- Prior approval for leave must be obtained from the Executive Director, Office of Employee Entry.
- All leaves of absence are without pay.
- Leaves of absence may be requested for a period of up to five years. If a return to employment with the School District is not requested within that period, then the leave will be considered a resignation of service at the conclusion of the leave period.
- Requests for leave of absence for this purpose must adhere to this requirement. Employees who leave without proper notice and approval may be subject to a recommendation for dismissal due to job abandonment.
- Requests for return to service within the School District from employment in a Charter School must be made in writing to the Executive Director, Office of Employee Entry.

### **3 EMPLOYEE BENEFITS**

#### **EMPLOYEE BENEFITS DEPARTMENT**

440 North Broad Street, Suite G10

Philadelphia, PA 19130

[benefits@phila.k12.pa.us](mailto:benefits@phila.k12.pa.us)

Telephone: 215-400-4630

Fax: 215-400-4631

#### **3.1 CHANGE OF NAME/ADDRESS PROCEDURE**

Employees are required to maintain a current address on file with the School District of Philadelphia's Office of Human Resources. Address changes must be submitted to the Payroll office via an "Employee Change of Residential Address" form and accompanied by a copy of the employee's School District photo ID, or other governmentally issued photo ID. The form can be obtained at <http://webgui.phila.k12.pa.us/offices/p/payroll/forms> or by calling the Payroll department at 215-400-4690.

If an employee is eligible for benefits and wishes to use a different name, then he/she must visit the Benefits Office with proof of the change (i.e. marriage certificate). An Employee Change of Residential Address form is available at the Benefits Office.

Employees should also change their personal information with the Retirement Office (see Retirement section for more details) and their respective unions.

#### **3.2 OPEN ENROLLMENT PERIOD**

Once a year from May 1 to May 31, the SDP Benefits Office offers an open enrollment period for those employees who wish to change aspects of their health insurance. The change will take effect July 1. Addition or removal of a spouse or dependent and switching insurance plans (if employee is eligible for such a switch) are options during open enrollment. Addition or removal of a spouse or dependent requires official documentation (i.e. marriage, birth, or death certificate; divorce decree). Originals will be photocopied and returned to the employee.

NOTE: At any other time of year, an employee can add or remove a dependent by showing the appropriate documentation within 30 days of the life event.

Call the Benefits Office for inquiries concerning eligibility to switch insurance plans.

#### **3.3 HEALTH INSURANCE**

The SDP offers health insurance through Independence Blue Cross. Health insurance is available to certain SDP employees. Coverage varies according to union affiliation, so employees should contact the Benefits Office and their respective bargaining unit's Health and Welfare Office with health insurance coverage inquiries. SPAP, CASA, and Non-Represented employees receive

dental, vision, and prescription coverage from the SDP and should contact the Benefits Office with inquiries.

Employees wishing to add or remove a spouse or dependent with regard to their health insurance can do so in the Employee Benefits Office. As a reminder, if a life event such as marriage, divorce or separation, birth, death, or loss of child's dependent eligibility occurs, an employee has 30 days after the date of the event to complete these forms. If the employee wishes to take this action after 30 days, he/she must wait until the open enrollment period to do so.

### **3.4 LIFE INSURANCE**

Full-time employees can receive life insurance coverage through the SDP. See your applicable bargaining unit agreement for job-specific coverage details. Contact the Benefits Office for more information or to change a beneficiary.

### **3.5 COBRA: CONTINUATION OF GROUP HEALTH INSURANCE COVERAGE**

The right to COBRA continuation coverage was created by a federal law, the *Consolidated Omnibus Budget Reconciliation Act* of 1985 (COBRA).

When an employee loses health coverage with the District, he/she is most likely entitled to apply for COBRA. COBRA is a temporary continuation of whatever medical coverage in which the employee was enrolled while a part of the District's group plan. The employee pays the same premium per month that the SDP would.

Certain positions are not entitled to medical coverage to begin with, so employees in those positions are not entitled to COBRA. An employee can elect to switch to a cheaper plan but will be unable to switch back to the original plan until the open enrollment period. COBRA covers all eligible dependents that were on the employees' coverage prior to going on COBRA. If the employee fills out information for just him/herself, the application will be processed for single coverage.

An employee's medical coverage ends the last day of the month in which he/she retires, resigns, or loses coverage. COBRA will begin the first of the next month, so that there is no lapse in coverage (i.e. if an employee retires January 1<sup>st</sup>-31<sup>st</sup>, medical coverage would end January 31<sup>st</sup> and COBRA would begin February 1<sup>st</sup>). An employee has 60 days from the day that the medical coverage ends to return the COBRA application to be eligible to still enroll. An employee can cancel his/her COBRA coverage at any time.

### **WHAT IS A QUALIFYING EVENT?**

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the SDP's Plan because either one of the following **qualifying events** happens:

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

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following **qualifying events** happens:

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

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

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

If a proceeding in bankruptcy is filed with respect to the SDP, and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee will become a qualified beneficiary with respect to the bankruptcy. The retired employee's spouse, surviving spouse, and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

#### HOW IS COBRA COVERAGE PROVIDED?

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

COBRA continuation coverage is a temporary continuation of coverage. *When the qualifying event is the death of the employee; the employee becoming entitled to Medicare benefits (under Part A, Part B, or both); your divorce or legal separation; or a dependent child losing eligibility as a dependent child;* COBRA continuation coverage lasts for up to a total of 36 months.

Retirees with 30 years or more of service will also be entitled to continue medical health insurance under the Pennsylvania Law Acts 110/43 (COBRA) until age 65, after coverage is terminated by the District. *When the qualifying event is the end of employment or reduction of the employee's hours of employment and the employee became entitled to Medicare benefits fewer than 18 months before the qualifying event,* COBRA continuation coverage for qualified beneficiaries **other than** the employee lasts until 36 months after the date of Medicare entitlement.

For example, if a covered employee becomes entitled to Medicare eight months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after

the date of the qualifying event (36 months minus 8 months). *Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended:*

1. Disability extension of 18-month period of continuation coverage:

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

2. Second qualifying event extension of 18-month period of continuation coverage:

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

Summary:

Length of time of COBRA coverage for employees

<b>Age of employee</b>	<b>Length of service</b>	<b>Length of time of COBRA coverage</b>
65 years and older	---	18 months or when Medicare takes effect, which ever occurs first
62 years and older	At least 1 year	Until the age of 65
Any age	30 years and over	Until the age of 65
Approved Disability	---	Until the age of 65
61 years and younger	Less than 30 years	18 months

If an employee has a dependent over the age of 19 who is not a full time student, the child is eligible for COBRA for 36 months.

See bargaining unit contracts for more details of dependents' benefit eligibility.

**IF YOU HAVE QUESTIONS**

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the Employee Benefits Office. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA),

and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa) (addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website).

### KEEP YOUR PLAN INFORMED OF ADDRESS CHANGES

In order to protect your family's rights, you should keep the SDP informed of any changes in the addresses of family members. You should also keep a copy of any notices you send.

### NOTIFICATION

It is not necessary to contact Employee Benefits at the time of your separation from employment. The District will mail notification of the COBRA election to the employee's home address prior to the termination of benefits. If this notice is not received within a timely manner, please feel free to call the Employee Benefits Office at 215-400-4630 for more information.

### 3.6 WAGE CONTINUATION PLAN

As a new employee of the SDP, you may purchase wage continuation coverage to protect yourself from sustained salary loss due to an illness or non-work-related injury that extends beyond your sick time. New employees may enroll at the beginning of SDP service; however, you will not be eligible for the program until after five months of service, at which time your premium contributions will begin to be deducted from your pay. After five months, should you become ill and exhaust all sick leave, at the conclusion of a short waiting period you will be compensated a daily amount consistent with 75% of your salary for up to 52 weeks, pursuant to SDP approval.

An employee who applies for this coverage after seven months of service will be required to complete a supplemental form that will be subject to approval before the plan becomes effective.

The cost of this indemnity program is dependent upon your amount of accumulated sick leave, number of years of service, and salary. The Benefits Office can inform employees of the cost of wage continuation by taking these factors into account. Over your first three years of employment, as you begin to accumulate sick leave **between 10 and 30 days**, the SDP will assume 50% of the premium cost and there will be a six-day waiting period. Once an employee accumulates **a minimum of 30 days**, the waiting period is reduced to five days and the SDP will assume 65% of the premium.

After three years, premium sharing and the associated mandatory waiting period assumes a new scale. An employee who accumulates **more than 60 days** in sick leave receives wage continuation coverage at no cost. *Employees at the Director level and above are not entitled to Wage Continuation; however, they are granted 1 year of sick leave at 100% of pay.*

### 3.7 TRANSITCHEK

The School District of Philadelphia is pleased to offer a Commuter Benefit Program for those employees who use public transit. This benefit is paid with pre-tax dollars deducted directly from your paycheck, resulting in significant savings for you over the course of a year.

*Delaware Valley TransitChek* has been selected as our commuter benefits provider. This program allows you to pay for all or part of your commuting expenses, on public transit, with pre-tax dollars.

*TransitCheks* are vouchers that can be redeemed to purchase passes, tickets, and tokens for every transit agency in the region—SEPTA, PATCO, NJ Transit, DART First State, Capital Area Transit, Amtrak (monthly commuter tickets only), and even some vanpool services.

#### Here Are Some Important Things To Know About *TransitCheks*:

- *TransitCheks* are issued in \$15, \$20, \$30, \$35, \$60, and \$65 denominations.
- You cannot use your *TransitCheks* on the bus or train to pay for your ride; you must redeem them in advance for tickets, tokens, or passes.
- *TransitCheks* are accepted at most authorized transit sales outlets. Contact your transit system for sales outlet locations.
- If you make a purchase that totals more than the value of your *TransitCheks*, you must pay the difference. Alternatively, if you make a purchase less than the value of your *TransitCheks*, you will not get change back, so plan your purchase carefully.
- Pay close attention to the expiration date on your *TransitCheks*. *TransitCheks* not used within the 13-month validation period will not be accepted or replaced.
- You can redeem up to five *TransitCheks* at one time.
- Handle your *TransitCheks* with care. They will not be replaced if lost or stolen. Nor will they be accepted or replaced if they have been tampered with, worn, or torn.

You should contact Employee Benefits first regarding any problems with your vouchers. If you want to discontinue participation, you will simply need to contact Employee Benefits via fax or email. Employees will be permitted to stop and restart deductions four times per year, as well as for life event changes.

Fill out a TransitChek form to authorize Payroll to deduct from your paycheck.

## 4 RETIREMENT

RETIREMENT DEPARTMENT  
440 North Broad Street, Suite G8  
Philadelphia, PA 19130

[retirement@phila.k12.pa.us](mailto:retirement@phila.k12.pa.us)

Telephone: 215-400-4680

Fax: 215-400-4681

### 4.1 PUBLIC SCHOOL EMPLOYEES' RETIREMENT SYSTEM (PSERS)

All Philadelphia School District employees are required by state law to enroll in the Public School Employees' Retirement System (PSERS) defined benefit pension plan.

If you work for a Pennsylvania Public School District for five years or more, you will be entitled to receive a pension at retirement. If you are age 62 or older, you are eligible for a pension after one year of service. If you work for a Pennsylvania Public School District for fewer than five years, your contributions and accrued interest will be refunded to you when you permanently separate from employment.

PSERS is one of the largest public pension plans in the nation. It was established on July 18, 1917 to provide retirement benefits to public school employees of the Commonwealth of Pennsylvania. PSERS is a governmental, cost-sharing, multiple-employer, defined benefit pension plan to which the school employers contribute. **A defined benefit plan guarantees you a monthly lifetime benefit based on your age, final average salary, and years of credited service after you reach a certain combination of age and/or service.**

The members eligible to participate in PSERS include all full-time public school employees, part-time salaried public school employees, and part-time public school employees who render at least 80 days or 500 hours of service yearly in any of the approximately 700 school employers throughout the Commonwealth of Pennsylvania.

Contributions are deducted from your paycheck and reported to PSERS on a quarterly basis. These contributions are held in a retirement account on your behalf and earn 4% interest annually. Consider these contributions as an investment in your future. Remember, it is never too late to begin thinking about your retirement.

PSERS' headquarters is located in Harrisburg, Pennsylvania, and regional offices are maintained in strategic areas of the state to enable direct contact with the membership and employers of PSERS. Listed below are the many means with which to communicate with PSERS. You receive a welcome packet with more information from PSERS' when you enroll.

<b>Toll-Free Telephone Number:</b>	1-888-PSERS4U (1-888-773-7748)
<b>Local Office Telephone Number:</b>	215-443-3495
<b>PSERS' Website:</b>	<a href="http://www.psers.state.pa.us">www.psers.state.pa.us</a>

## 4.2 GUIDELINES FOR RETIREMENT

### 9-12 Months prior to retirement

1. It is very important that you attend a *Foundations for Your Future* program. These are held at various times and locations by counselors from the Public School Employees' Retirement System (PSERS). Posters with the schedule for the current school year have been sent to all schools by PSERS. You can also view the schedule for the Southeast Region on the PSERS website ([www.psers.state.pa.us](http://www.psers.state.pa.us)) or contact the local regional office in Warminster at (215) 443-3495 or the School District of Philadelphia (SDP) Retirement Office at (215) 400-4680, for times and locations ([retirement@phila.k12.pa.us](mailto:retirement@phila.k12.pa.us)). These meetings are held to give the members general information about PSERS benefits and services.
2. Request a PSERS retirement estimate using Request for Retirement Estimate, form PSRS - 151 available from PSERS or the SDP Retirement Office. Check the PSERS website at [www.psers.state.pa.us/forms](http://www.psers.state.pa.us/forms) for more information and to print forms.
  - a. Complete form PSRS – 151 and send to the address listed on the form.
  - b. If you are leaving employment due to medical reasons, answer yes to Question #1 on the request form and you will receive a disability and regular retirement estimate. If you are applying for disability retirement, the Job Description (PSRS-1237) page of the Disability Application (PSRS-49) must be completed by the SDP Retirement Department.
  - c. Review the PSERS estimate information, verify years of service and study the benefit options and the various methods to withdraw your contributions and interest. You should receive this estimate approximately 2 weeks after submitting the request. Make sure you have made all Purchase of Service requests, if applicable. Purchase of service applications must be submitted prior to termination of employment.
  - d. Review your health insurance coverage options for retirement. Call or email the Employee Benefits office at (215) 400-4630 ([benefits@philasd.org](mailto:benefits@philasd.org)) to get rates for continuation of coverage (COBRA). **Please specify whether you are under or over age 65, since coverage options change when you are Medicare eligible.** When you submit the notification of your retirement to the Retirement Office (see #3 below), the Benefits office will send you an application for continuation of coverage (COBRA). Let the office know if you have a spouse who previously worked for SDP since you may be eligible for two single medical plans which is cheaper than couple coverage. You should also contact PSERS Health Options Program for information on coverage through PSERS at 1-800-773-7725.

*If you are retiring under age 65, be sure to contact our office when you reach age 65 to learn about Medicare plans offered through the SDP .*
  - e. Premium assistance reimbursement of up to \$100 per month is available to eligible PSERS retirees. Premium assistance eligibility and application procedures are discussed at the PSERS Foundation for Your Future and Exit Counseling meetings.

The application is automatically sent to new retirees who meet the eligibility requirements.

- f. If you are retiring under normal retirement and have had a life insurance policy with SDP for 10 years, you will be eligible to receive a fully paid \$2,000 policy. Please call the Employee Benefits office at (215) 400-4630 to confirm eligibility and to update beneficiary information.
  - g. Contact Social Security, if applicable at 1-800-772-1213 or [www.socialsecurity.gov](http://www.socialsecurity.gov). When you reach age 65, if you are retired, be sure to apply for Medicare Part B if you haven't already done so.
3. Once you have made your decision to retire, you must submit a Notification of Retirement Form to the SDP Retirement office. This form can be downloaded from the SDP website at [www.philasd.org](http://www.philasd.org) (see the purple box marked 'Employees' and click on the quick link for Retirement. Then click on the Notification of Retirement/Resignation Form. The form can also be obtained from the SDP Retirement Office by calling (215) 400-4680. For Teachers only, your letters must be received by the Retirement office and date stamped by April 15<sup>th</sup> in order to continue paid medical benefits through the summer. For CASA members only, your letters must be received by the Retirement office and date stamped by March 15<sup>th</sup> in order to continue paid medical benefits through the summer. The effective date must be June 30. For all others, benefits end on the last day of the month in which you are retiring.

#### **6-9 Months prior to retirement**

4. Schedule a retirement exit counseling session with the local regional office in Warminster at (215) 443-3495. Exit counseling sessions are held in Philadelphia, Warminster, Morton, Norristown and Pottstown. You will be sent an Exit Counseling packet from PSERS after you make your appointment.
5. Contact your union if you are a 1201, 634 or PFT member to go over dental, vision and prescription benefits after retirement. Non-represented, CASA and SPAP employees can apply for continuation of dental, vision and prescription benefits at the same time they apply for continuation of medical coverage with the Benefits office.

#### **1-6 Months prior to retirement**

6. Attend a Retirement Exit counseling session. This is where all retirement options are decided. The meetings take approximately 2 hours. Bring your retirement estimate; completed Authorization for Direct Rollover, if applicable; beneficiary's information (address, social security number, date of birth and proof of birth if selecting a joint survivor option); and direct deposit information.
  - a. At the retirement exit counseling, PSERS staff will provide an overview of all options, taxes on your benefits and the availability of health insurance offered by PSERS Health Options Program. Part of the session will be spent completing your retirement forms. Only you can choose whether or not to withdraw your contributions and interest and which option is most appropriate for your needs. You may want to

meet with a financial planner to decide the best option for you. Be prepared to answer the following questions:

1. Which option do I want?
  2. Do I want to withdraw my contributions and interest in a lump sum?
  3. If yes, do I want my contributions and interest paid to me, or directly rolled over into a tax-deferred account? If you want to roll over any portion of your money into an eligible retirement plan, you will need an Authorization for Direct Rollover (PSRS-1264.) You will need to contact the financial institution of your choice for information about establishing a qualified plan and completing the Authorization for Direct Rollover form.
7. Submit completed retirement application packet to PSERS. The packet should include:
    - a. Application for Retirement (PSRS-8)
    - b. Authorization for Direct Rollover – Retirement (PSRS-1264) (if applicable)
  8. Contact the Payroll Department at (215) 400-4490 with any questions pertaining to the payout of summer reserve which will be paid out directly after retirement and the payout of accumulated personal illness, personal leave or vacation days (Termination Pay).
  9. If you are separating from service from the School District of Philadelphia **AND** you are at least 55 years of age or you will turn 55 in the calendar year in which you retire, **the School District must distribute your Termination Pay to an account under the School District's 403(b) Plan (and 457(b) Plan, if applicable), which must be invested with one of the School District's approved Plan providers.**

Prior to your separation, you must contact your 403b plan provider in order to complete the necessary forms which will enable the contribution of your termination pay.

*Federal income tax will not be withheld from contributions to 403(b) Plan and 457(b) Plan accounts and you **will not** be required to pay **federal income tax** until you withdraw the money from your Plan account(s). Current IRS guidelines indicate that School District contributions of Termination Pay to a **403(b) Plan account are not subject to FICA or Medicare taxes (7.65% combined). However, FICA and Medicare deductions are withheld on amounts contributed to 457(b) Plan accounts. You will not have to pay Pennsylvania income tax and Philadelphia City Wage tax on the School District's contribution of your Termination Pay to your 403(b) Plan account or your 457(b) Plan account.***

*Please check with your financial advisor regarding your specific contribution limits.*

**You may take an immediate lump-sum cash distribution of the balance of your 403(b) and 457(b) Plan accounts (including any Termination Pay contributions), or you may roll the money into an IRA or another employer's retirement plan.** This means that the amount of your Termination Pay will be available for distribution to you (usually within one week) after it is contributed to

the Plans by the School District. Alternatively, you may continue to invest your account balance under the Plan(s) until a later distribution date.

Please contact one of the approved providers to open a 403(b) Plan account and (if necessary) a 457(b) Plan account and for a more detailed explanation of the tax benefits and consequences of the Plans.

### **TSA CONTACT INFORMATION**

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

- AXA Equitable Ernest L. Repice (888) 660-4108
  
- Lincoln Investment Planning John Gallagher (800) 242-1421 x 1230  
Kelly Ochozny (800) 242-1421 x 1435
  
- MetLife Sheena Garetson (800) 492-2505 x 16
  
- TIAA-CREF Telephone enrollment (800) 842-2888  
For termination pay only:  
Nicci McCann (267) 675-8129
  
- VALIC Elizabeth Gehl (877) 889-1589

**Be sure to keep copies of everything you submit.**

### **4.4 UPDATING PERSONAL DETAILS**

To change personal information, employees enrolled in PSERS must fill out a Member Master Record Change Form (PSRS-1) in the Retirement Office, on which they can make changes to a social security number, name, address, voting status, sex, or date of birth. A new social security

card must be presented to change a social security number. Proof of age is required to change a date of birth. Proof of a name change, such as a marriage certificate, is required.

#### **4.5 QUICK TO-DO LIST FOR EMPLOYEES LEAVING THE DISTRICT**

- Call PSERS at 215-443-3495 for information on your pension account.
- Call Employee Benefits at 215-400-4630 for questions on continuation of medical benefits (COBRA) and life insurance.
- Call Retirement at 215-400-4680 to notify the District of your retirement/resignation and for details concerning retirement procedures (also listed in this Retirement section of the Handbook).
- Call Payroll at 215-400-4490 with questions pertaining to the payout of unused Personal Leave, Personal Illness, or Vacation days.

## 5 WORKERS' COMPENSATION

OFFICE OF RISK MANAGEMENT  
440 North Broad Street, Suite 325  
Philadelphia, PA 19130

Telephone: 215-400-4590

Fax: 215-400-4591

### 5.1 POLICY STATEMENT

The policy of the School District is to provide employees injured in the scope of their employment workers' compensation benefits in accordance with the Pennsylvania Workers' Compensation Act.

#### Policy Explanation

1. Nature of Incidents to be Reported—Incidents to be reported include those which affect the health, safety, and welfare of the School District employees related to workplace injuries or illnesses.
2. Examples of Incidents to be Reported:
  - a. A work-related injury or illness is any injury or illness arising out of and during the course of employment.
  - b. Incidents described above that happen to School District Personnel working at events not on School District property but sanctioned by the School District must also be reported.
  - c. Injuries listed in (a) above which occur in connection with school sponsored events that take place outside the normal school day must be reported.
  - d. Accidents that involve School District vehicles must be reported.
  - e. Assaults to school personnel must be reported. The report should indicate if the victim will press charges.

#### Policy Procedure

1. Every staff member is to report any work-related injury or illness to the principal and his/her supervisor immediately or as soon as is practical.
2. After emergency steps have been taken, the principal/administrator or designee is to telephone a summary of the incident to the Incident Control Desk (consult School District Telephone Directory), and the Regional Office.
  - a. The Incident Control Desk will assign a control number.
  - b. The Regional Office should receive the summary of the incident pending the assignment of a control number.
  - c. **The principal/administrator or designee must immediately call PMA at 1-888-476-2669- to report the injury.**

3. The principal/administrator or designee will complete Form EH-31 (Incident Follow-Up Report), using the assigned control number.
  - a. This report must be filed within two working days of the incident.
  - b. The form must contain specific details of the incident.
4. The principal/administrator is to distribute Form EH-31 as follows:
  - a. Regional Office
  - b. Security Operations
  - c. Law Department
  - d. Office of School Services
  - e. Office of Risk Management
  - f. School or Administrative Office where incident occurred
  - g. Employee
5. If additional information is obtained after the original EH-31 has been filed, it is to be reported on a Form EH-31 using the same control number (copies must be sent to the same offices listed in VII. above).

## **5.2 REGULATIONS CONCERNING THIRD PARTY ADMINISTRATION AND MEDICAL PROVIDER PANEL**

Effective July 1, 2009, The School District of Philadelphia's workers' compensation third party administrator is PMA Management Corp located in Blue Bell PA. In addition, the School District's medical provider panels are changed effective that date. Procedures remain the same as outlined below:

1. To claim a work-related injury, you must report your injury to the principal, administrator or principal's designee.
2. The principal, administrator or principal's designee must, in accordance with District policy, contact the Incident Report Desk, complete an incident report and call **PMA** to report your injury.
3. Medical treatment is to be sought from the District's medical panel provider listing.

The Health Care Providers List is available at your work location and should be posted in administrative offices, faculty lounges, employee bulletin boards, and first aid stations.

If continued treatment is required, you must use one of the School District's Designated Panel Providers for the ninety (90) days following your first visit.

If you wish to transfer care from one District medical panel provider to a second or if you wish to seek a second opinion while treating in the first ninety days, PMA is to be contacted and advised of all alternative medical care.

If you treat with a Health Care Provider not on the Designated Panels during these ninety (90) days, the School District is **NOT** responsible to pay those costs.

If after ninety (90) days continued treatment is needed, such treatment may be with the Health Care Provider of your choice. However, you must notify PMA, within five (5) days of your first visit with the alternate health care provider, or your medical bill payment may be denied.

**Both** at time of hire and when you claim a work-related injury, you must acknowledge receipt of the “Employer’s/Employee’s Rights/Obligations” letter that is available at your work location. A copy of this form is included in section **6.4** for reference. This form must be completed, signed, and returned to the Office of Risk Management at the above address.

Inquiries concerning workers’ compensation claims should be addressed to:

PMA Management Corp  
380 Sentry Parkway  
Blue Bell PA 19422

### **5.3 FRAUD PROVISIONS—PENNSYLVANIA WORKERS’ COMPENSATION ACT**

If it is determined that an employee knowingly and intentionally commits fraud in the filing/pursuit of a workers’ compensation claim, as defined under Section 1102 (1) through (12), he/she shall be subject to:

CRIMINAL PENALTIES: Section 1105 (a)—Felony of the 3<sup>rd</sup> degree, and upon conviction a sentence of a maximum fine of \$50,000, imprisonment of up to seven (7) years or both and;

CIVIL PENALTIES: Section 1111 (a)—a fine of not more than \$5,000 for the first violation, \$10,000 for the second and \$15,000 for each subsequent violation and;

RESTITUTION: under Section 1106.

The School District has the right to investigate the circumstances of an alleged injury and will pursue false or fabricated claims with all available means at its disposal.

Any information or names of witnesses that would be useful in challenging a claim or uncovering a fraudulent claim should be sent to the **confidential** attention of the Workers’ Compensation Manager at the Office of Risk Management at the above address.

## 5.4 EMPLOYER'S/EMPLOYEE'S RIGHTS/OBLIGATIONS

### SCHOOL DISTRICT OF PHILADELPHIA EMPLOYER'S/EMPLOYEE'S RIGHTS/OBLIGATIONS UNDER SECTION 306 (f.1)(1)(I) OF THE PENNSYLVANIA WORKERS' COMPENSATION ACT

If you believe that you have been injured while in the course and scope of your employment, you must be aware of the following:

(1) Under this Section of the Act, the employer shall provide payment for all reasonable surgical and medical services, rendered by physicians or other health care providers including an additional opinion when invasive surgery may be necessary, attributable to the work-related injury.

(2) If the employer has established a list of at least six (6) designated health care providers, four of whom may be a coordinated care organization and no fewer than three of whom shall be physicians, the employee shall be required to visit one of the physicians or health care providers so designated and shall continue to visit the same or another designated physician or health care provider for a period of **ninety (90) days** from the date of the first visit.

(3) Should invasive surgery for an employee be prescribed by a physician or other health care provider so designated by the employer, the employee shall be permitted to receive an additional opinion from any health care provider of the employee's own choice.

NOTE: (A). If the additional opinion differs from the opinion provided by the physician or health care provider so designated by the employer, the employee shall determine which course of treatment to follow provided that the second opinion provides a specific and detailed course of treatment.

(B). If the employee chooses to follow the procedures designated in the second opinion, the procedures shall be performed by one of the physicians or other healthcare providers designated by the employer for a period of **ninety (90) days** from the date of the visit to the physician or other health care provider of the employee's own choice.

(4) Should the employee not comply with the above instructions, the employer will be relieved from liability for the payment for the services rendered during the applicable period set forth above.

(5) Following the completion of the **ninety (90) day period** set forth above, subsequent treatment may be provided by any health care provider of the employee's own choice, provided that any employee who, following termination of the **ninety (90) day period** set forth above, is provided treatment from a non-designated health care provider, must notify the employer within five (5) days of the first visit to the health care provider that he/she has selected.

NOTE: Failure to so notify the employer will relieve the employer from liability for the payment for services rendered prior to the appropriate notice if such services are determined to have been unreasonable or unnecessary.

#### EMPLOYEE ACKNOWLEDGEMENT

This form must be returned to:

**The Office of Risk Management  
440 North Broad Street, Suite 325  
Philadelphia, PA 19130**

NAME (Please Print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_ I refuse to sign this document.

WITNESS \_\_\_\_\_

## 6 PAYROLL

PAYROLL DEPARTMENT  
440 North Broad Street, Suite G4  
Philadelphia, PA 19130

[payrollhelp@phila.k12.pa.us](mailto:payrollhelp@phila.k12.pa.us)

Telephone: 215-400-4490  
Fax: 215-400-4491

### 6.1 PAYROLL DEDUCTIONS

This policy is designed to identify the purposes for which the School District will permit and administer voluntary payroll deductions at the request of employees.

Payroll deductions are not required by law but are a service to employees for which the School District bears administrative costs. The School District may, consistent with applicable collective bargaining agreements or administrative rules and upon authorization by an employee in a form and manner approved by the Superintendent or his/her designee, deduct sums specified by an employee from that employee's periodic wages or salary and remit such sums to a third party named by the employee.

The School District will make no deduction from the wages or salary of any employees without written authorization by an employee, except deductions for Federal income and Social Security taxes, State and local income taxes, unemployment taxes, School Employees' Retirement Fund, court orders, and others required or permitted by law.

Any employee may authorize the School District in writing in a form and manner approved by the Superintendent or his/her designee to make periodic payroll deductions for one or more of the following purposes:

- Approved Charitable Organizations
- Bargaining Unit Dues
- Credit Union
- Health Insurance Premiums
- Hospital/Medical Insurance Premiums
- Life Insurance Premiums
- Tax Sheltered Annuity
- TransitChek
- Flexible Spending Accounts

(not available to all employees, check with supervisor before applying)

### 6.2 PAYDAY

All SDP employees are paid on the same schedule, regardless of position and/or union affiliation. Contact Payroll or your supervisor for this schedule.

## 6.3 PAYMENT OPTIONS

There are two forms in which you can receive your wages. You can receive your pay in a “live” **check**, or you can elect to have the School District **directly deposit** your wages into a bank account (either a checking or savings account.). All live checks are mailed directly to employees’ home addresses. If you choose the direct deposit option, you must fill out a “Direct Deposit Application” form available from the Payroll Department.

Before you make a decision regarding these options, check with your applicable bargaining unit for possible requirements.

- **Distribution of Pay Checks**

Pay checks for employees who did not opt for direct deposit will be mailed to the home address on file with the Office of Human Resources at least two days before the check date. Pay checks will not be directed to an address other than the one on file.

- **Stop Payment**

Paychecks are mailed at least two days before the check date. The Payroll Department will accept stop payment requests on errant paychecks beginning the Friday after the check date. Requests may be made in person or via telephone. The replacement check will be available within three work days of the date the stop payment is placed. Employees are required to sign an affidavit affirming that they did not receive the check and agreeing to repay the School District if they later receive and cash the check. If an employee knowingly cashes a check on which they placed a stop payment, disciplinary action will be taken. Employees who opt to conduct this process via the mail must return the signed and notarized affidavit before a replacement check will be mailed

- **W-2 Forms**

W-2 forms are mailed to the employee home address on file with the Office of Human Resources. Mailing will occur prior to January 31.

- **Garnishment**

The School District of Philadelphia honors family court, student loan, tax levy and all court ordered garnishments. Employee deductions are forwarded to the garnishing entity on a biweekly basis. Garnishment deductions are effective on the date received or processed. The employee will receive notification from the School District only if such notification is specified in the order. Employees will be charged an administrative fee if allowed by the order, in the amount specified by the order. Deductions withheld in error, due to the late submission of a release order, will be refunded to the employee only if the garnishing entity returns the funds to the School District.

- **Tax Withholding**

Federal tax withholding will follow the W-4 form filed with the Payroll office. A new W-4 form must be filed before an employee's tax status will be changed. State and city wage tax withholding is based on the address on file with the Office of Human Resources. The employee is responsible for maintaining an accurate home address.

## 6.4 UNDERSTANDING YOUR PAYCHECK

### Top Portion

This section contains identification and payment information for the employee

- **Employee Name** : First, Middle , Last. Employee Subtitle which is an internal classification.
- **Social Security Number** : Displayed as XXX-XX-last 4 digits for employee security.
- **Pay Period Ending** : The last day of the 14 day period included in this paycheck.
- **Check Date** : Date printed on check indicating when funds are available.
- **Biweekly** : What your position and pay progression is paid for a full pay period. Annual salary divided by 21.7 for 10 month employees. Annual salary divided by 261 for 12 month employees.
- **H.I. Plan** : The wage continuation plan that you are enrolled in. Wage continuation is a voluntary insurance. If this block is blank, you are not enrolled in a wage continuation plan, or not yet eligible.
- **Agency** : The funding source for your position.
- **Org** : Location where direct deposit advice will be sent. A live check will be mailed to your home address.
- **YTD Federal Tax Earnings** : Year-to-date earnings that have been subject to federal tax withholding.
- **YTD FICA Earnings** : Year-to-date earnings that have been subject to FICA withholding.
- **YTD FICA Med Earnings** : Year-to-date earnings that have been subject to FICA Medicare withholding.
- **YTD Gross Wages** : Year-to-date gross wages.
- **Check Number** : Identifier for check.
- **Federal Tax Earnings** : Amount of this paycheck's earnings that are subject to federal tax withholding.
- **FICA Tax Earnings** : Amount of this paycheck's earnings that are subject to FICA withholding.
- **FICA Med Earnings** : Amount of this paycheck's earnings that are subject to FICA Medicare withholding.
- **Retirement Earnings** : Amount of this paycheck's earnings that are subject to Retirement deduction.
- **Gross Wages** : Total wages paid in this paycheck.
- **Net Pay** : Wages minus deductions paid in this paycheck. This field is blank if you have direct deposit.

- **Direct Deposit** : Wages minus deductions paid in this paycheck. Amount that will be deposited in your account.

### **Pay Portion-Middle Left Section**

All pay events are listed in this section of the check. Each type of pay is listed separately. Base pay for your regular position will be listed first, then reserve, if appropriate. This is followed by leave pay, extra curricular pay, overtime and other pay events.

- **Pay Category**- Type of Pay.
- **Rate** – Pay rate for this category. This is only used for pay types with an attached rate, i.e. EC, Overtime, Per Diem pay.
- **Units** – For absence, units indicate number of days. A minus associated with a leave indicates a coding reversal. For hourly pay, units indicate number of hours. For daily pay, units indicate number of days.
- **Amount** – Total paid or subtracted (indicated by a minus sign) for this pay type.

The most common pay categories are:

- **Base Pay** - Salary earned from your base position. Absences are subtracted from this figure.
- **Reserve Accr** - Portion of earnings placed into your reserve account.
- **Reserve P/O** - Amount paid from your reserve account.
- **Personal Ill** - Pay for personal illness day(s). Also indicates the number of personal illness days used in the pay period.
- **Personal Lv** - Pay for personal leave day(s). Also indicates the number of personal leave days used in the pay period.
- **Vacation** - Pay for vacation day(s). Also indicates the number of vacation days used in the pay period.
- **Invalid Lv** - Absence day for a probationary employee; therefore, you received an unpaid leave day.
- **No Avail Lv** - There was no available leave day(s) of the type coded; therefore, you received an unpaid leave day(s).
- **Lv W/O pay** - Approved leave without pay.
- **Unauthorized** - Unauthorized leave without pay.
- **Other Comp** - Days paid from workers' compensation.
- **Other Supp** - Supplement to your workers' compensation payment.
- **B/A\*\*\*\*** Balance account reclaiming overpayment made to the employee. This is subtracted from gross.
- **Opt Out** Payment to eligible employees that waive enrollment in the School Districts medical, dental and prescription plans. The payment is taxable for Federal, State and local income tax withholding.

### **Deduction Portion – Middle Right Section**

Deductions can be separated into three categories. Mandatory deductions, which include taxes

and retirement, must be withheld. The percentages are set by the governing agency. Voluntary deductions, which include insurance and charities, are withheld at the employee's direction. Ordered deductions are the result of a court or garnishment order. These are withheld and terminated only at the direction of the administering agency. If you have questions about a deduction on your check, contact the administering office. Deductions below followed with an (\*) are administered by Payroll. Deductions with an (#) are administered by Benefits Management.

**Deductions** – Type of deduction.

**Amount** – Total withheld for this paycheck. A minus indicates a refund of money previously withheld.

**YTD Amount** – Total withheld for the calendar year.

The most common deductions are:

- **Addl Fed Tx\*** - *Voluntary* Additional federal tax you have requested be withheld above the calculated federal tax withholding. This can be changed by filing a new W4 form with the new figure or a \$0 in the additional federal tax block.
- **Federal Tax\*** - *Mandatory* You may change your withholding by filing a new W4 form.
- **FICA\*** – *Mandatory* Also known as the Social Security deduction. Maximum earnings subject to FICA for 2008 the maximum is \$102,000.
- **FICA Med\*** - *Mandatory* Deduction for the Medicare portion of FICA.
- **State Tax\*** - *Mandatory* For Pennsylvania Residents only.
- **State Unemployment Tax\*** - *Mandatory* Employment tax.
- **City Tax Res\*** - *Mandatory* For Philadelphia residents.
- **City Tax Nres\*** - *Mandatory* For non Philadelphia residents.
- **Retirement Deduction#** - *Mandatory* Percentage of earnings contributed to your PSERS account.
- **Dues\* (PFT, CASA, SPAP, 1201, 634)** - *Mandatory* Full membership dues in the union that represents your position.
- **Fair\* (PFT, CASA, SPAP, 1201, 634)** - *Mandatory* Fair share union dues for anyone who holds a position represented by a union but is not a member. All non-probationary employees in positions represented by a union are assessed dues.
- **Wage Con#** - *Voluntary* Wage continuation insurance payment.
- **Life ins#** - *Voluntary* School district sponsored life insurance policy payment.
- **Univ Life#** - *Voluntary* Universal Life insurance policy payment.
- **Family Court\*** - *Ordered* Child Support deduction is forwarded to state or county ordering payment.
- **PHEAA\*** - *Ordered* Pennsylvania Higher Education Assistance Authority.
- **Garn Fee\*** - Administrative fee charged for processing a garnishment (2% of the biweekly deduction).
- **Charity\*** - *Voluntary* Contribution to United Way combined campaign.
- **TSA\*** - *Voluntary* The type of account, either 403b or 457b, is indicated.

**Leave Banks – Lower Left Section**

Only accrued leave is listed in this section. Certain types of leave of which a certain amount is automatically available to all employees, including Illness in the family, and jury duty, are not listed.

**Type of Leave** - Leave that is accrued. Annual accrual is granted in September.

**Accrual** - Amount that you have accrued since January 1999 \*Personal leave will display only the current year because the prior year balance is moved to the frozen bank.

**Usage** - Amount that you have used since January 1999. Usage for the pay period is indicated in the units field of the pay portion.

*Current plans call for a change in the way accrual and usage is displayed.*

**Balance** - Total days currently available for each type.

Types of Leave are:

- **Personal Lv** - Personal Leave.
- **Frozen PL**- Frozen Personal leave. Not available for use. Paid at termination.
- **PL Prep** - Prep personal leave. Earned as lost preps. Used after Personal Leave is exhausted.
- **Excess PL**-Additional 2 days available to those who meet criteria. Used after Personal leave and Prep personal leave are exhausted.
- **Pers Ill** - Personal Illness.
- **Vacation**
- **Add'l Leave** - In instances where the employee has all of the types of leave that are listed above Personal Illness will be placed in the Add'l Leave category.

### **Taxable Fringe Section- Lower right portion**

Taxable fringes are benefits paid for by the employer, but taxable to the employee. The listed figure is not paid to you, only added to your taxable earnings.

**Taxable Benefits**- Type of benefit. There are two:

- **Legal Fringe** – Contributions to your legal services fund.
- **Car Allowance** – Taxable value of school district vehicle under the employee's control.

## 6.5 SAMPLE PAYCHECK

EMPLOYEE NAME				SOCIAL SECURITY NO	PERIOD ENDING	CHECK DATE	BIWEEKLY	
JANE M EMPLOYEE				40	XXX-XX-9999	MM/DD/YY	MM/DD/YY	2146.73
H.I. PLAN	AGENCY	ORG	YTD FEDERAL TAX EARNINGS	YTD FICA EARNINGS	YTD FICA MED EARNINGS		YTD GROSS WAGES	
W6	002	5640	27,911.17	30,571.91	30,571.91		30,571.91	
CHECK NO	FEDERAL TAX EARNINGS	FICA TAX EARNINGS	FICA MED EARNINGS	RETIREMENT EARNINGS	GROSS WAGES	NET PAY	DIRECT DEPOSIT	
999999999	2,543.70	2,766.61	2,766.61	2,766.61	2,766.61		1,650.23	
PAY CATEGORY	RATE	UNITS	AMOUNT	DEDUCTIONS	AMOUNT	YTD AMOUNT		
BASE			1932.06	FEDERAL TAX	253.12	952.64		
RESERVE ACCR			-324.02	FICA	152.32	952.36		
PERSONAL ILL		1.00	193.20	FICA MED	42.65	256.41		
OT1.5	22.10	2.00	44.20	CITY TAX RES	51.25	320.58		
TITLE I EC	30.58	3.50	107.03	RETIREMENT	108.20	745.59		
ECT ADJUST			48.67	STATE TAX	77.46	458.64		
SHOE ALLOW			75.00	TSA-VALIC	50.00	250.00		
REIMBURS			50.00					
NOON AIDE EC	6.69	5.00	33.45					
CARFARE			62.00					
PROMO & GRAD	107.50	2.00	215.00					
PROF DEV	22.58	1.00	22.58					
SHIFT1	.75	6.00	-4.50					
LATE								
TYPE OF LEAVE	ACCRUAL	USAGE	BALANCE	TAXABLE BENEFITS	AMOUNT	YTD AMOUNT		
PERSONAL LV	3.00	1.00	2.00	LEGAL FRINGE	6.75	27.00		
FROZEN PL	6.00		6.00					
PERS ILL	80.00	22.5	57.50					
VACATION	42.67	23.00	19.67					

OPTIONAL CHECK MESSAGEXX

**999999999 THE SCHOOL DISTRICT OF PHILADELPHIA  
PHILADELPHIA, PA.**

CHECK DATE		
SOCIAL SECURITY NO	ORGANIZATION	MO DAY YEAR
XXX-XX-9999	XXX	99 99 99
CHECK VOID AFTER ONE YEAR		

PAY TO THE ORDER OF : FIRSTXXXXXXXXXX M LASTXXXXXXXXXXXX XXXXX

NET PAY ****. **
---------------------

Nine Hundred thousand and 99/100.....

JANE M. EMPLOYEE  
1234 STREET ADDRESS  
CITY, ST 99999 9999

## EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

### Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.**



For additional information:  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)



This handbook is prepared by the Office of Employee Benefits.  
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