

Memorandum of Understanding

The Commonwealth of Pennsylvania, Department of Education (“PDE”), an agency of the executive branch of Commonwealth government, The City of Philadelphia (the “City”), a corporation and body politic formed and existing under the laws of the Commonwealth, acting by and through its Office of the Mayor (the “Mayor”), and The School District of Philadelphia (the “School District”), a body corporate and political subdivision formed and existing under the laws of the Commonwealth, acting by and through the School Reform Commission (the “SRC”), have executed and delivered this Education Accountability Memorandum of Understanding (the “MOU”) as of June 9, 2011.

BACKGROUND

Whereas, the Parties share an interest in the education of the youth of Philadelphia and the health of their neighborhoods and communities; and

Whereas, the School District faces long-term funding challenges that can only be met with efforts at all levels of government; and

Whereas, the Commonwealth of Pennsylvania and the City provide funding for the operation of the School District; and

Whereas, greater transparency in the operation of the School District will enable PDE and the City to have more information in developing recommendations about appropriate funding levels for the School District; and

Whereas, the Mayor requested certain information and commitments from the School District by letter to the members of the SRC dated June 5, 2011, a copy of which is attached as Exhibit A hereto, and pledged the City’s cooperation in return; and

Whereas, the Parties have agreed to act as outlined in this MOU;

Now, therefore, as of the date first set forth above, the Parties have agreed as follows:

1. *Identification of Priorities.* The School District has identified its educational priorities in the event that it would receive revenues, including grants and other sources, above and beyond those identified in its proposed fiscal year 2012 operating budget. Those priorities are set forth in Chart No. 1 attached to Exhibit A (designated as Exhibit B hereto).

2. *Title 1 Funding.* The School District further has identified a list of all programs funded by Title 1, their funding amounts, and the eligibility criteria for Title 1 funding, which list has not been reviewed for accuracy or content by PDE. See Exhibit C attached.

3. *Information Required.* At or before noon on June 15, 2011, the School District will provide to PDE and the City the following full and complete information and documentation in a form reasonably acceptable to PDE and the City:

a. *Documentation for Financial Oversight.* A complete and detailed accounting of all funds, fund sources, program costs, salary, health benefits, pension liabilities, third-party vendor and professional service contracts, recent audits and financial statements and any other financial statements, reports or materials that detail the full and complete financial condition of the School District, including any multi-year financial projections the School District has developed.

b. *Programming.* Reports and documents related to evaluative criteria used to determine if the School District's various programs, pilot projects, initiatives, education innovations or policy changes that created Promise Academies, Renaissance Schools, Empowerment Schools, Accelerated Schools, Charter Schools or others are performing at, above or below anticipated performance levels; as well as a description of when and how often performance evaluations are made for these and other education programs.

c. *School District Facilities.* All documents and studies related to the facilities master plan, the proposed school site closure list, decisions related to these areas and all reports generated by outside consultants.

d. *School District Vendors and Providers.* A list of all service providers with official name, contract amount, length of contract; the names of all consultants, and principals or key employees of consultants, who are former school district employees; and a list of all professional service contracts including the names of the principals and primary contacts for each firm.

e. *Personnel Issues.*

(i) A current organization chart and the proposed chart after anticipated administrative reductions with all departments and names of department heads with job titles and salaries.

(ii) A list of all personnel working at 440 North Broad Street or other buildings used for administrative, non-teaching services.

(iii) A list of all teachers and principals who are presently not actively assigned to a classroom or a school building to teach or lead a school.

(iv) A list of all non-union, non-instructional employees whose compensation is \$90,000 or above.

(v) For each individual in all of the above lists, the information must include name and job title, salary, union or non-union status, unit or department in which the

employee works, and the start date of employment.

f. *Senior Staff.*

(i) A complete signed copy of all individual employment contracts, including those signed by the Chief Executive Officer and any deputy superintendents who may have contracts or any other personnel with employment contracts. Included must be any attachments, side letters, amendments, extensions, exhibits and data or financial information related to bonuses, pension benefits, insurance policies, car allowances, memberships or any other current or future financial incentives or benefits.

(ii) A complete chart showing all dollars paid in salary, bonuses, pension contributions, car allowances or other monetary benefits provided to the Chief Executive Officer, any deputy superintendent or other department head or manager since that employee's start date.

(iii) A report detailing the performance evaluation system used to assess the Chief Executive Officer, deputy superintendents or any other management-level employee whose compensation or bonus is determined by evaluation criteria established by the SRC or by the Chief Executive Officer; and, in addition, the actual results of any such evaluation used to determine whether such employee met or exceeded criteria in determining the award of bonus payments to each employee in the above chart.

4. *Additional Information and Documentation.*

a. At the request of the Secretary of Education or the Secretary's designee, the School District will provide to PDE, within a reasonable time period, any other requested information concerning School District programs, policies, or finances.

b. At the request of the Mayor or the Mayor's designee, the School District will provide to the City, within a reasonable time period, any other requested information concerning School District programs, policies, or finances.

5. *Consultation and Cooperation.* The Parties share the goal and desire to consult and cooperate closely with each other in order to ensure that the School District's public educational system operates as efficiently and effectively as possible in providing educational opportunities for the School District's children. To that end:

a. *Meetings of SRC with the Secretary's Office and Mayor's Office.* The SRC and its staff shall meet and engage in detailed discussions with the Secretary or his designee, and the Mayor, his designee or a Deputy Mayor and other Administration officials at least monthly or more often if requested by the Secretary or the Mayor.

b. *Meetings of Chief Executive Officer with Mayor's Office.* The Chief Executive Officer and appropriate School District staff shall meet with the Secretary or his designee and the Mayor, his designee or a Deputy Mayor, along with a member of the SRC and

other Administration officials at least monthly or more often if requested by the Secretary or Mayor to discuss education, finance, policy, programs, proposals, strategies, goal setting, safety or other matters that impact the education of students or the overall operations of the School District of Philadelphia.

c. *Cooperation with Legislators.* The School District shall fully cooperate with all interested legislators, including but not limited to the City Council Committee of the Whole, in connection with their inquiries concerning the School District's finances and related programmatic activities. At reasonable times and no more frequently than on a quarterly basis, the School District shall make appropriate staff available to members of the Committee of the Whole with respect to such inquiries. Through processes determined by the respective members of the Philadelphia House and Senate delegations in the General Assembly, the School District shall also cooperate with such delegations with respect to such inquiries.

6. *Availability of Financial Documentation.* The Secretary or his designee and the Director of Finance of the City (the "City Finance Director") or his designee shall have the full authority, resources, cooperation and assistance to access, retrieve, examine and receive data or other information from the financial systems of the School District at any time from any place without the necessity of further permission from the SRC or the Chief Executive Officer or other School District employees.

7. *Cooperation of Financial Officers.* The Chief Financial Officer of the School District shall meet regularly with the Secretary or his designee and the City Finance Director or his designee and shall provide regular updates with documents, statements and backup materials on the financial condition of the School District and shall share any analyses of the cost-saving measures or proposals regarding the programs or policies of the School District, along with the supporting evaluative materials used to make any determinations to approve or reject such cost-saving measures or proposals.

8. *Staff Discussions.* Except as otherwise limited by the Sunshine Act or other law, the SRC grants to the Secretary or his designee and the Mayor, his designee or a Deputy Mayor, authority to meet with, hold discussions with, or have on-going sessions with any SRC member, SRC staff, and members of the School District's senior management team, at any reasonable time and place upon reasonable prior notice. The SRC and its members and staff shall cooperate fully in any such meeting, discussion or session, and the SRC hereby directs the Chief Executive Officer and all School District staff to cooperate fully in any such meeting, discussion or session.

9. *School District Five Year Financial Plan.* The SRC shall henceforth require of School District administrators a detailed five-year financial plan where revenues, expenditures and basic economic and budgeting assumptions are examined clearly and publicly, where the ramifications of decisions now are projected into the future and where all choices are subjected to a new fiscal rigor. Specifically, the Chief Executive Officer and staff shall prepare for review and approval by the SRC a document known as a School District Five Year Financial Plan in a format to be determined by the Secretary and Mayor. At the request of the Secretary or City Finance Director, they shall provide all documentation and financial/operational materials to explain and justify such a Five Year Financial Plan, which shall be prepared and completed at

the same time the School District submits its budget request to the SRC during the term of this MOU. A framework and outline shall be discussed with PDE and the City by September 30 each year.

10. *Limitations.* Notwithstanding any other provision of this MOU, the Parties shall adhere to all Applicable Law, including, but not limited to, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the Health Insurance Portability and Accountability Act, Public Law 104-191. The sharing of documents and information shall not be deemed a waiver of any privilege or confidentiality nor be deemed to convert any document into a public record within the meaning of the Right-to-Know Law, 65 P.S. § 67.101 *et seq.* The Parties shall when appropriate and reasonable evaluate for implementation common interest agreements. The Parties shall cooperate and coordinate in a reasonable manner with respect to their respective duties under the Right to Know Law.

11. *Transparency.* The purpose of this MOU is to ensure greater transparency in the School District's operations and to ensure the sharing of necessary and appropriate information by the School District to PDE and the City. The Parties acknowledge that neither PDE nor the City has made any commitments to the School District concerning any specific funding levels to be provided to the School District.

12. *Term.* The term of this MOU (the "Term") shall be from the date first set forth above through and until June 30, 2016. By mutual written agreement, the Parties may renew this MOU for additional terms not to exceed five (5) years.

13. *Notice.* Any notice which the School District or the City or PDE may be required to or may desire to give to another Party shall be in writing and shall be sent via first-class U.S. mail, and shall be addressed as follows:

to the School District: Chair, School Reform Commission
The School District of Philadelphia
440 North Broad Street
Philadelphia PA 19130
Fax: 215-400-4015

with a copy to: General Counsel
The School District of Philadelphia
440 North Broad Street
Philadelphia PA 19130
Fax: 215-400-4122

to the City: Mayor
The City of Philadelphia
215 City Hall
Philadelphia PA 19107
Fax: 215-686-2180

with a copy to:

Director of Finance
The City of Philadelphia
1330 Municipal Services Building
1401 John F. Kennedy Blvd.
Philadelphia PA 19102
Fax: 215-686-6162

and with a copy to:

City Solicitor
The City of Philadelphia
Law Department
One Parkway, 17th Floor
1515 Arch Street
Philadelphia PA 19102-1595
Fax: 215-683-5068

To PDE:

Office of the Secretary
Pennsylvania Department of Education
333 Market Street
Harrisburg, PA 17126-0333
Fax: 717-787-7222

and with a copy to:

Chief Counsel
Pennsylvania Department of Education
333 Market Street, 9th Floor
Harrisburg, PA 17126
Fax: 717-783-0347

or to such other person(s) or place(s) as may be designated in writing by respective Parties.

Except as may be expressly provided to the contrary in any other Section of this MOU, the Parties shall give all notices, waivers, consents and approvals required under this MOU in writing. Such notices, waivers, consents and approvals shall be deemed to have been duly made (a) when received or refused if delivered by hand with receipt given or refused; (b) on the next business day if delivered by a nationally recognized overnight courier service (e.g., Federal Express, United Parcel Service); (c) on the date confirmed for receipt by facsimile if delivered by facsimile during business hours, provided that any notice by facsimile shall be promptly confirmed by one of the other methods set forth in this Section; and (d) upon receipt or refusal of delivery if sent by certified or registered United States mail, return receipt requested. In each case notices shall be sent to the Responsible Officials named above and the City at the addresses set forth above. The Parties agree that neither shall transmit any notices required under or in connection with this MOU by electronic mail.

14. *Independent Contractors.* Except as otherwise provided by law, the following shall apply:

a. The Parties function as independent contractors with respect to their obligations

under this MOU, and no Party or any of its respective agents or employees shall in any way or for any purpose whatsoever be deemed an agent or employee of the other in connection therewith.

b. No Party nor any of its agents or employees constitute employees of any other Party, and these Persons shall have no right to receive any employee benefits of any other Party, or any other privileges available to any other Party's employees, arising from this MOU or obligations thereunder.

c. No Party nor its agents or employees shall represent themselves in any way as agents or employees of any other Party, and none of the Parties, their agents or employees have any power to legally bind any other Party to any third party.

15. *Non-Discrimination.* The Parties will abide by all applicable federal, State and City laws and School District policies prohibiting discrimination.

16. *Statutory or Other Immunity.* Each of the Parties enjoys various forms of immunity under existing law. Nothing in this MOU shall interfere with or otherwise waive any such immunity defenses of any Party.

17. *Definitions.* Capitalized terms used in this MOU have the meanings specified in this Section.

a. *Applicable Law.* "Applicable Law" means and includes all federal, state, and local statutes, ordinances, resolutions and regulations, including the rules and regulations of any government authority, School District rules, regulations and policies applicable to the School District, the City and the Parties' obligations under this MOU, and includes all applicable case law, court orders, injunctions and consent decrees.

b. *Party; Parties.* A "Party" means the School District or the City or PDE; the "Parties" means the School District, the City, and PDE.

c. *Person.* "Person" means any individual, association, partnership, limited partnership, joint venture, corporation, limited liability company or other form of entity or association recognized at law.

18. *Miscellaneous.*

a. *Headings.* Section headings contained in this MOU are for reference only and shall not in any way affect the meaning or interpretation of this MOU.

b. *Waiver.* No one shall or may find, hold or determine that a Party has waived any term, covenant or condition set forth in this MOU, any Event of Default, or any remedy set forth in this MOU, unless that Party has set forth its waiver in a writing signed by that Party.

c. *No Partnership or Agency.* Nothing in this MOU shall be construed or understood to establish, create, or represent a joint venture or partnership between any of the Parties.

d. *No Third Party Beneficiaries.* Nothing in this MOU shall be construed to create any contractual relationship with, or to give a cause of action or remedy in favor of, any third party against any Party. Nothing in this MOU is intended to benefit any third party, but instead to ensure that the School District shares more openly and freely information about its operations and finances with PDE and the City.

e. *Entire Document; Amendment.* This MOU includes all exhibits and addenda, if any, referred to herein, all of which are hereby incorporated by reference. No amendment or modification changing this MOU's scope or terms shall have any force or effect unless executed and delivered in writing and signed by all Parties.

f. *Counterparts.* The Parties may execute and deliver this MOU in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute, together, one and the same understanding.

g. *Interpretation; Number, Gender.* The words "herein" "hereof" and "hereunder" and other words of similar import refer to this MOU as a whole, and not to any particular Section, subsection or clause contained in this MOU. Whenever the context requires, words used in the singular shall be construed to include the plural and vice versa, and pronouns of any gender shall be deemed to include the masculine, feminine and neuter genders.

h. *Disputes.* The Parties agree to use their best efforts to resolve disputes that may arise in relation to any term, condition, or provision of this MOU by informal negotiation and cooperation.

[The remainder of this page has been left blank intentionally. Signature page follows.]

In Witness Whereof, the Parties have executed this MOU as of the day and year first above written.

THE CITY OF PHILADELPHIA

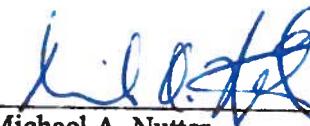
Approved as to form:

Shelley R. Smith, City Solicitor

By:

Chair, Corporate and Tax Group

By:


Michael A. Nutter
Mayor

**THE COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF EDUCATION**

Approved as to form:

By:

Attorney, PDE

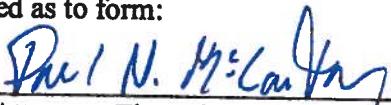
By:


Ronald J. Tomalis
Secretary of Education

THE SCHOOL DISTRICT OF PHILADELPHIA

Approved as to form:

By:


Paul N. McCarter
Attorney, The School District of
Philadelphia

By:

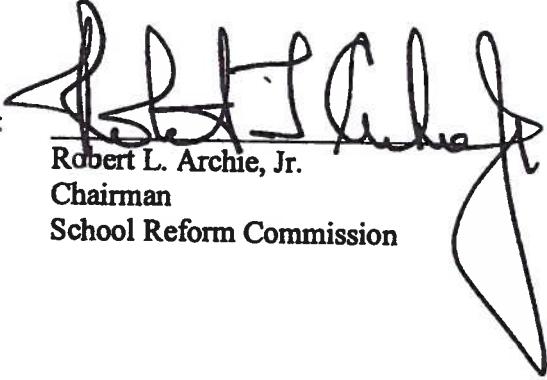

Robert L. Archie, Jr.
Chairman
School Reform Commission

EXHIBIT A



C I T Y O F P H I L A D E L P H I A

Office of the Mayor
215 City Hall
Philadelphia, PA 19107
(215) 686-2181
FAX (215) 686-2180

MICHAEL A. NUTTER
Mayor

June 5, 2011

Robert L. Archie, Jr. Esquire
Chairman
School Reform Commission
School District of Philadelphia
440 N. Broad Street, Suite 101
Philadelphia, PA 19130

Joseph A. Dworetzky
School Reform Commission
School District of Philadelphia
440 N. Broad Street, Suite 101
Philadelphia, PA 19130

Denise McGregor Armbrister
School Reform Commission
School District of Philadelphia
440 N. Broad Street, Suite 101
Philadelphia, PA 19130

Johnny Irizarry
School Reform Commission
School District of Philadelphia
440 N. Broad Street, Suite 101
Philadelphia, PA 19130

Dear Chairman Archie and Members of the School Reform Commission:

Today, we find ourselves at a moment of extraordinary fiscal challenge. Our local and national economies are struggling to regain their strength, and all levels of government are witnessing severe budgetary problems.

At the heart of our form of government is a sacred trust between citizens and the officials in whom they place authority to invest our common wealth toward building a better future.

There is no more important area of investment than the education of our children as they prepare to assume roles of leadership and innovation in our city. We have a profound responsibility to provide them everything that we possibly can so that they can succeed.

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In recent weeks, students, parents, taxpayers, public school advocates and members of the Pennsylvania General Assembly have voiced deep concern about the Philadelphia School District's proposed allocation of resources – what is and is not funded and whether new efficiencies in one area might preserve vital educational services to children in another area.

There is no doubt that the District faces unprecedented fiscal challenges. The loss of almost \$400 million in state and federal dollars, combined with rapidly increasing costs in areas such as charter schools and pensions have led to a massive projected deficit.

The District has taken substantial and painful steps to address that massive gap, including well over half a billion dollars in cuts.

And in the wake of all this, I have had numerous meetings and discussions with members of the Philadelphia City Council who have raised grave concerns about fiscal and programmatic accountability. They have also offered valuable ideas related to improving efficiency and generating new revenue, ideas that I expect to incorporate in our strategies going forward.

Yet now, as both the Commonwealth of Pennsylvania and the City of Philadelphia – the School District's key funders – prepare to make critical decisions on their FY12 budgets, it's absolutely vital that we have total clarity and transparency about the fiscal and operational decision making at the School District.

This is all the more urgent with a range of legislative proposals to raise new revenues through either a proposed property tax increase or a tax on sugar-sweetened beverages now before City Council.

In the short term and long term, the City of Philadelphia must have a heightened level of accountability from and toward its educational partner, the School District of Philadelphia.

In order to have a meaningful discussion of what services we can and cannot provide, we must first have agreement on "the numbers," the true costs of each service as well as how the District spends and proposes to spend its resources.

With last Friday's sudden and surprising announcement by the Superintendent that full-day kindergarten will be funded from Title 1 dollars for the coming school year, the need for vital information is even more urgent. While the abrupt nature of this action

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is noteworthy, of more concern is what the School District proposes to cut in order to balance the shift in Title 1 funding.

And so, as one of the School District's principal funders, I am formally requesting the School Reform Commission to direct the School District's Superintendent and staff to state firm commitments on how they will allocate funds if the City and/or Commonwealth choose to provide new funds beyond what is currently available.

The attached Chart No. 1 offers a series of funding scenarios depending on potential actions by the District's two chief funders.

For example, the School District's budget as adopted by the Commission last week assumes that the Commonwealth will provide an additional \$57 million in charter school funding. As you are aware, the General Assembly and Gov. Corbett have not yet included that funding in the state budget. Without that funding, what will the School District cut?

Should additional local funding be available, what will the School District restore? The chart sets out a range of alternative funding scenarios. In each case, I want the SRC to direct the District staff to provide clear statements and ordered priorities for what they propose to use additional funding.

With this information, the tough political decision making on funding and new revenue will be better informed both here and in Harrisburg.

But heightened accountability in the short and long term also requires a new level of financial and operational disclosure, and that must begin immediately.

To complete a thorough analysis of the financial and operational condition of the Philadelphia School District, I am also requesting that the School Reform Commission direct the School District to provide the following information and materials:

1. Financial Oversight:

A complete and detailed accounting of all funds, fund sources, program costs, salary, health benefits, pension liabilities, third-party vendor and professional service contracts, recent audits and financial statements and any other financial statements, reports or materials that detail the full and complete financial condition of the School District of Philadelphia, including any multi-year financial projections the district has developed.

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2. Title 1 Funding:

A list of all programs funded by Title 1, their funding amounts and the eligibility criteria for Title 1 funding.

3. Programming:

Reports and documents related to evaluative criteria used to determine if various programs, pilot projects, initiatives, education innovations or policy changes which created Promise Academies, Renaissance Schools, Empowerment Schools, Accelerated Schools, Charter Schools or others are performing at, above or below anticipated performance levels. I also want to know when and how often performance evaluations are made for these and other education programs.

4. Facilities Issues:

All documents and studies related to the facilities master plan, the proposed school site closure list, decisions related to these areas and all reports generated by outside consultants.

5. Vendor Issues:

A list of all service providers with official name, contract amount, length of contract. The names of all consultants who are former school district employees.

And a list of all professional service contracts and the names of the principal or primary contract for each firm.

6. Personnel Issues:

A current organization chart and the proposed chart after anticipated administrative reductions with all departments and names of department heads with job titles and salaries.

A list of all personnel working at 440 North Broad Street or other buildings used for administrative, non-teaching services.

A list of all teachers and principals who are presently not actively assigned to a classroom or a school building to teach or lead a school.

And a list of all non-union, non-instructional employees whose compensation is \$90,000 or above.

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For each individual in all of the above lists, the information must include name and job title, salary, union or non-union status, unit or department in which the employee works and start date of employment.

7. Senior Staff Issue:

A complete signed copy of all employment contracts, including those signed by the Superintendent and any Deputy Superintendents who may have contracts or any other personnel with employment contracts.

Included must be any attachments, side letters, amendments, extensions, exhibits and data or financial information related to bonuses, pension benefits, insurance policies, car allowances, memberships or any other current or future financial incentives or benefits.

A complete chart showing all dollars paid in salary, bonuses, pension contributions, car allowances or other monetary benefits provided to the Superintendent, any Deputy Superintendent or other department head or manager since that employee's start date.

A report detailing the performance evaluation system used to assess the Superintendent, Deputy Superintendents or any other high-level employee whose compensation or bonus is determined by evaluation criteria established by the SRC or by the Superintendent.

In addition, the actual results of any such evaluation used to determine whether such employee met or exceeded criteria in determining the award of bonus payments to each employee in the above chart.

8. Education Accountability Agreement:

In the future, the School District of Philadelphia and the City of Philadelphia must establish a much closer, daily, real-time, working relationship if we are to achieve new levels of success in preparing more children for college and post-secondary training opportunities and for productive lives in our growing economy.

And I also expect that Gov. Corbett, Secretary of Education Tomalis and I will be more active in our engagement with our respective appointees on the SRC as well as the entire SRC.

But to do our part here in Philadelphia, I believe we must formalize our working relationship through a signed agreement – an Education Accountability Agreement

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(EAA). What follows are many of the essential components of what such an agreement would comprise.

While it's important to note that the Mayor's Office has had monthly meetings with the Superintendent and bi-weekly meetings with the Deputy Superintendents and Chief Financial Officer, I am now asking that the SRC and its staff meet and engage in detailed discussions with the Mayor, his designee or a Deputy Mayor and other Administration officials at least monthly or more often if requested by the Mayor, his designee or a Deputy Mayor.

In addition, I am asking that the SRC direct the Superintendent and appropriate staff to meet with the Mayor, his designee or a Deputy Mayor, a member of the SRC and other Administration officials at least monthly or more often if requested by the Mayor, his designee or a Deputy Mayor to discuss education, finance, policy, programs, proposals, strategies, goal setting, safety or other matters that impact the education of students or the overall operations of the School District of Philadelphia.

Also, all documents, materials and briefings that are given to SRC members must be transmitted to the Mayor, his designee or a Deputy Mayor at the same time as they are transmitted to SRC members or as quickly as possible.

The Mayor, his designee or a Deputy Mayor shall be given the opportunity to express an opinion or seek information on any matter that the Superintendent or other staffer is to make as a recommendation to the SRC. The Mayor, his designee or Deputy Mayor shall have the same opportunity to be heard by the SRC on any matter prior to the SRC members taking a vote on such matter.

The Finance Director for the City of Philadelphia or his designee shall have the full authority, resources, cooperation and assistance to access, retrieve, examine and receive data or other information from the financial systems of the School District of Philadelphia at any time from any place without seeking permission from the SRC or the Superintendent or other employees at any time.

The Chief Financial Officer of the School District shall meet regularly with the City Finance Director or his designee at the Finance Director's discretion and shall provide regular updates with documents, statements and backup materials on the financial condition of the School District and shall share any analyses of the cost-saving measures, proposals or ideas and the evaluative materials used to make any determinations, judgments or decisions that affect programs or policies of the School District.

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The Mayor, his designee or a Deputy Mayor is authorized to meet with, discuss with or have on-going sessions with any SRC member or their staff and member of the School District's senior management team at any time or place without seeking permission from the SRC or the Superintendent.

The SRC will fully cooperate in any such meeting, discussion or session and the SRC shall direct the Superintendent and any and all of the Superintendent's staff to cooperate fully in any such meeting, discussion or session.

As a long-term strategy, the SRC must require of District administrators a detailed five-year plan where revenues, expenditures and basic assumptions are examined clearly and publicly, where the ramifications of decisions now are projected into the future and where all choices are subjected to a new fiscal rigor.

Specifically, the Superintendent and staff shall prepare for review and approval by the SRC and the City a document known as a School District Five Year Plan, which is similar in content and scope to the City of Philadelphia's Five Year Plan as submitted to PICA on an annual basis and provide all documentation and financial/operational materials to explain and justify such a Five Year Plan at the City Finance Director's request and such plan shall be prepared and completed at the same time as the School District of Philadelphia's budget.

In the months to come, my administration will work with the SRC and the School District staff on new instrumentalities that will bring our staffs closer together in the fiscal oversight of the School District.

But right now, it is absolutely critical that the members of the School Reform Commission make clear to School District staff the profound urgency that we all face as the clock ticks toward the end of the legislative sessions here in Philadelphia and in Harrisburg.

There is on the streets of Philadelphia a deep concern and feeling of uncertainty about what the School District has done and will do if granted additional funding to soften the sharp funding cuts that have been approved by the SRC. Now is the time for rapid response and a clearing of the air. We need facts and clear statements about what the District will do with any restoration of funds.

Like you, I see a critical need for additional resources for the School District of Philadelphia if it is going to maintain the educational progress of recent years. And I pledge to work with you toward these important goals.

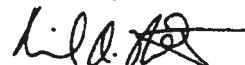
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But, this week we must have critical information and a commitment to a new relationship. With that in mind, by noon on Thursday, June 9, we must have an approved and signed Education Accountability Agreement document, Section 8; a detailed response to Chart No. 1 and the information on Title 1 funding, Section 2.

And by noon on Wednesday, June 15, we must have information, documents and complete responses on issues highlighted in Sections 1, 3, 4, 5, 6 and 7 or a mutually agreed upon timetable for delivery of these materials and an explanation of why such materials may be delayed in their delivery by said date.

These deadlines are firm and must be met in order for the City and my Administration to move forward in our efforts to support the legislation for additional funding, which is pending in City Council, or for me to sign any legislation that may be approved by Council. This is a serious matter and I know you realize the gravity of my concerns. Thank you for your attention to these matters.

Sincerely,



Michael A. Nutter
Mayor

cc: Governor Tom Corbett
Secretary Ron Tomalis
Council President Anna C. Verna
Members of City Council
Clarence D. Armbriester, Chief of Staff
Rob Dubow, Director of Finance
Shelley Smith, City Solicitor
Lori Shorr, Chief Education Advisor to the Mayor
Arlene Ackerman, Superintendent

VARIOUS OPTIONS FOR FUNDING QUALITY EDUCATION

New Local Funding		Restored State Funding		Total Funding		Funding Above SD Budget (local funding minus \$57 million in State charter school funding in SD Budget)	
PROPERTY TAX INCREASE	SUGAR SWEETENED BEVERAGE TAX	PARKING RATE INCREASE	ACCOUNTABILITY BLOCK GRANT	CHARTER SCHOOL FUNDING (as assumed in School District budget)	SEPTA TRANSPASS DEAL	ACTIONS SCHOOL DISTRICT WOULD TAKE - LISTED IN PRIORITY ORDER	
OPTION 1 – Parking Rate Increase, SEPTA deal, Accountability Block Grant	\$0	\$0	\$23,000,000	\$0	\$25,000,000	\$54,100,000	(\$2,500,000)
OPTION 2a – 10% Increase in the property tax rate plus parking rate increase, SEPTA deal, accountability block grant and State charter school funding	\$55,000,000	\$0	\$6,100,000	\$23,000,000	\$57,000,000	\$25,000,000	\$205,100,000
OPTION 2b – 10% Increase in the property tax rate plus parking rate increase, SEPTA deal, and accountability block grant, but no State charter school funding.	\$55,000,000	\$0	\$6,100,000	\$23,000,000	\$0	\$25,000,000	\$149,100,000
OPTION 3a – 2 cent sugar sweetened beverage tax effective October 1, 2011 plus parking rate increase, SEPTA deal, accountability block grant and state charter school funding, but no property tax increase.	\$0	\$50,000,000	\$6,100,000	\$23,000,000	\$57,000,000	\$25,000,000	\$171,100,000
OPTION 3b – 2 cent sugar sweetened beverage tax effective October 1, 2011 plus parking rate increase, SEPTA deal and accountability block grant and no State charter school funding. No property tax increase.	\$0	\$50,000,000	\$6,100,000	\$23,000,000	\$0	\$25,000,000	\$114,100,000
OPTION 4a – 3.5% property tax increase plus parking rate increase, SEPTA deal, accountability block grant and State charter school funding.	\$33,250,000	\$0	\$6,100,000	\$23,000,000	\$57,000,000	\$25,000,000	\$144,350,000
OPTION 4b – 3.5% property tax increase plus parking rate increase, SEPTA deal, and accountability block grant, but no State charter school funding.	\$33,250,000	\$0	\$6,100,000	\$23,000,000	\$0	\$25,000,000	\$87,350,000

Each option assumes the following:

1. The Commonwealth raises \$23 million through the Accountability Block Grant.
2. The School District reaches a deal with SEPTA on funding of transpasses.
3. Parking tax rates will be increased.

SCHOOL DISTRICT OF PHILADELPHIA
Fiscal Year 2011-12

EXHIBIT B

VARIOUS OPTIONS FOR FUNDING QUALITY EDUCATION						
					Funding Above SD Budget (total funding minus \$57m in State charter	
New Local Funding	Restored State Funding	SEPTA Loan to Dafer Cost of FY12 TransPasses to FY13	Total Funding			
SUGAR SWEETENED BEVERAGE TAX	SCHOOL FUNDING (as assumed in School District budget)	TRANSPASS DEAL				
PROPERTY TAX INCREASE	PARKING RATE INCREASE	ACCOUNTABILITY BLOCK GRANT				
OPTION 1 – Parking Rate Increase, SEPTA deal, Accountability Block Grant	\$0	\$0	\$23,000,000	\$0	\$54,100,000	(\$2,900,000)
OPTION 2 – 10% Increase in the property tax rate plus parking rate increase, SEPTA deal, Accountability Block Grant and State charter school funding	\$95,000,000	\$0	\$5,100,000	\$23,000,000	\$25,000,000	\$149,100,000
<p>If this scenario comes to pass, the School District will be unable to restore any of the program reductions currently found in the interim SDP FY12 Budget and would need to make some additional cuts in order to maintain a balanced budget. Since two thirds of SDP Operating Budget spending is mandated by law or contract, any additional cuts would have to be made in the same non-mandated areas where most of the previous cuts have been made – e.g., early childhood programs, reduced class size initiatives, summer programs, counseling, ELL programs, gifted programs, art & music, athletics, counseling, academic supports, or other components of school budgets.</p> <p>Provide Funding for SDP Costs That Could Potentially Be Assumed by the City – \$11.0 M</p> <ul style="list-style-type: none"> - School Based Social Services (50% program restoration) - Property Tax Assessment (\$4.3M) - City Controller \$0.7M - City Use of SDP Facilities \$1.5M (partial payment) - Transportation – Restore Bus Service (Grades 1-6) – \$26.5 M - Reduced Class Size - Restore Cuts to Program – \$21.0 M - Alternative Education - Restructured Accelerated Programs – \$8.6 M - Early Childhood - Restore FY10-11 level of Bright Futures – \$7.3 M - School Health - Restore FY10-11 student-nurse ratio \$2.0 M - Extended Day - Restore FY10-11 Program – \$10.0 M - Counselors - Restore FY10-11 ratios – \$7.5 M - Art & Music - Restore Dedicated school budget funding – \$7.7 M - Instrumental Music - Restore FY10-11 level of service – \$0.7 M - Gifted & Talented - Restore 50% cut in per student funding – \$3.2 M - English Language Learner Programs - Restore 20% cuts – \$7.3 M - School Safety - Restore 190 per diem Officers – \$3.3 M - Athletics - Restore cuts to M/S, Interscholastic athletics – \$0.5 M - Special Education Liasons - Restore FY10-11 funding – \$9.2 M - Restore remainder of Alternative Education cut – \$15.5 M <p>Additional Costs That Could Be Assumed by the City – \$6.8 M</p> <p>\$4.5M Balance of funding needed for 100% restoration of School-Based Social Services; \$2.3M City Use of SDP Facilities (balance)</p>						

Each option assumes:

1. The Commonwealth restores \$23M through the Accountability Block Grant.
2. SEPTA loans the SDP the funds to purchase TransPasses in FY12, repaid in FY13.
3. Parking tax rates will be increased

VARIOUS OPTIONS FOR FUNDING QUALITY EDUCATION						
	New Local Funding	Restored State Funding	Total Funding	Funding Above SD Budget (total funding minus \$57m in State charter)	ACTIONS SCHOOL DISTRICT WOULD TAKE -- LISTED IN PRIORITY ORDER	
	SUGAR BEVERAGE TAX INCREASE	PARKING RATE INCREASE	ACCOUNTABILITY BLOCK GRANT	TRANSPASS DEAL		
OPTION 2b – 10%	\$95,000,000	\$0	\$6,100,000	\$23,000,000	\$0	\$25,000,000
Increase in the property tax rate plus parking rate increase, SEPTA deal, and Accountability Block Grant, but no State charter school funding.						
OPTION 3a – 2 cent sugar sweetened beverage tax effective October 1, 2011 plus parking rate increase, SEPTA deal, Accountability Block Grant and state charter school funding, but no property tax increase.	\$0	\$60,000,000	\$6,100,000	\$23,000,000	\$37,000,000	\$171,100,000
Increase in the property tax rate plus parking rate increase, SEPTA deal, Accountability Block Grant and state charter school funding, but no property tax increase.						

Each option assumes:

1. The Commonwealth restores \$23M through the Accountability Block Grant.
2. SEPTA loans the SDP the funds to purchase TransPasses in FY12, repaid in FY13.
3. Parking tax rates will be increased

VARIOUS OPTIONS FOR FUNDING QUALITY EDUCATION						
	New Local Funding	Restored State Funding	SEPTA Loan to Defer Cost of FY12 TransPasses to FY13	Total Funding	Funding Above SD Budget (total funding minus \$57M in State charter)	
		SCHOOL FUNDING (as assumed in School District budget)	TRANSPASS DEAL			ACTIONS SCHOOL DISTRICT WOULD TAKE – LISTED IN PRIORITY ORDER
	SUGAR SWEETENED BEVERAGE TAX	PARKING RATE INCREASE	ACCOUNTABILITY BLOCK GRANT			
	PROPERTY TAX INCREASE					
OPTION 3b – 2 cent sugar sweetened beverage tax effective October 1, 2011 plus parking rate increase, SEPTA deal and Accountability Block Grant and no State charter school funding. No property tax increase.	\$0	\$60,000,000	\$6,100,000	\$23,000,000	\$0	\$25,000,000 \$14,100,000 \$27,100,000
OPTION 4a – 3.5% property tax increase plus parking rate increase, SEPTA deal, Accountability Block Grant and State charter school funding.	\$33,250,000	\$0	\$6,100,000	\$23,000,000	\$57,000,000	\$144,350,000 \$67,350,000
OPTION 4b – 3.5% property tax increase plus parking rate increase, SEPTA deal, and accountability block grant, but no State charter school funding.	\$33,250,000	\$0	\$6,100,000	\$23,000,000	\$0	\$25,000,000 \$87,350,000

Each option assumes:

1. The Commonwealth restores \$23M through the Accountability Block Grant.
2. SEPTA loans the SDP the funds to purchase TransPasses in FY12, repaid in FY13.
3. Parking tax rates will be increased

SCHOOL DISTRICT OF PHILADELPHIA

FY2011-12 Cuts That Could Potentially Be Restored

NOTE:

Restorations can be implemented without creating an SDP budget deficit if:
 (a) the SDP receives added revenues above the levels projected in the initial 4/27/11 SDP FY12 Preliminary Budget; and (b) all key components of the SDP FY12 gap closing plan are implemented, including \$57 million in Charter School Budget Relief and \$75M in SDP Labor Contract Re-openers.

Item	Amount	Amt Adj for Full Day K/ Transpasses	Notes
Costs That Could Potentially Be Assumed by the City			
School-Based Social Services - Maintain Program at 50% of FY11 Level	\$4.5	\$4.5	
Property Tax Assessment	\$4.3	\$4.3	
City Controller	\$0.7	\$0.7	
City Use of SDP Facilities (partial)	\$1.5	\$1.5	
City-Related Services - Total	\$11.0	\$11.0	
Restore Full-Day Kindergarten – All Schools			
	\$25.0		Kindergarten Restored to Full-Day using Title I Funds
Restore Transportation Cuts			
Transportation - Restore Bus Service (Grades 1-6) - All but 7/1/11 layoffs	\$16.5		SEPTA to loan SDP cost of FY12 Trashpasses to be repaid in FY13
Transportation - Restore Bus Service (Grades 1-6) - No 10/7/11 Layoffs	\$10.0		SEPTA to loan SDP cost of FY12 Trashpasses to be repaid in FY13
Transportation - Restore TransPasses for Students > 2.0 miles from School (Grades 7-12)	\$19.0		
Transportation - Restore TransPasses for Students 1.5-2.0 miles from School (Grades 7-12)	\$4.4	\$4.4	
Transportation - Restore Bus Service and TransPasses	\$50.0	\$23.4	
Restore Cuts in Reduced Class Size Initiative			
Reduced Class Size - Restore FY10-11 reduced class sizes for grades K-3	\$16.0	\$16.0	Approx. 174 Teacher positions eliminated.
Reduced Class Size - Restore FY10-11 reduced class sizes for grades 6, 8, and 9	\$5.0	\$5.0	Average cost per Teacher position: \$93,100
Reduced Class Size - Total	\$21.0	\$21.0	Approx. 53 Teacher positions eliminated.
Alternative Education - reduce / restructure Multiple Pathways programs	\$8.6	\$8.6	Average cost per Teacher position: \$93,100
Early Childhood - Restore FY10-11 level of service for Bright Futures			
	\$7.3	\$7.3	Restore 730 Bright Futures Pre-K slots. FY12 cost per slot: \$9,970
School Health - Restore FY10-11 student-nurse ratio			
	\$3.0	\$3.0	Restore 41 Nurse positions cut. Maintain ratios at 655:1 not 750:1.
Extended Day - Restore FY10-11 level of service			
	\$10.0	\$10.0	Average cost per School Nurse position: \$103,000
Counselors - Restore FY10-11 student-counselor ratios			
	\$7.6	\$7.6	In FY10-11, 11,500 students received service
			Maintain middle school ratios at 250:1 not 300:1; maintain high school ratios at 300:1 not 400:1. Average cost per Counselor position: \$93,100

SCHOOL DISTRICT OF PHILADELPHIA

FY2011-12 Cuts That Could Potentially Be Restored

Restore dedicated Art & Music funding for school budgets	\$7.7	\$7.7	Equal to half of schools' cost for meeting mandated Academic Guidance for Art and Music in all K-8 schools in FY10-11.
Instrumental Music - Restore FY10-11 level of service	\$0.7	\$0.7	Student load per Teacher = 150; average cost per Teacher position: \$93,100. Service would be restored to 1,200 students.
Gifted and Talented Education - Restore 50% cut in per student funding	\$3.2	\$3.2	Maintain current level of service for 5,679 Gifted students.
English Language Learner Programs - Restore 20% cuts in English as a Second Language and Bilingual Education	\$7.3	\$7.3	Approx. 42 Teacher positions eliminated. Average cost per Teacher position: \$93,200
School Police Officers	\$3.3	\$3.3	190 Per Diem Police Officers
Athletics - Restore cuts to Middle School Interscholastic athletics programs	\$0.5	\$0.5	
Special Education Liaisons - Restore FY10-11 funding	\$9.2	\$9.2	Approx. 100 school-based Teacher positions
Full Restoration of Alternative Education Programs	\$15.5	\$15.5	
Additional Costs That Could Potentially Be Assumed by the City			
School-Based Social Services - 100% Program Restoration	\$4.5	\$4.5	
City Use of SDP Facilities - Balance	\$3.5	\$3.5	
Trash Collection - currently outsourced and paid for out of SDP Budget	\$3.5	\$3.5	
Education of Students in Institutional Placements - FY10-11 Increment	\$2.0	\$2.0	Payments to Institutions where responsibility was assumed by SDP in September, 2010. Note: Over the past 5 years, the City has been transferring responsibility to pay for the educational costs of children placed by the City in out-of-Philadelphia residential placement from the City to the School District. Total uncollected FY12 costs for these services are estimated in the \$57.0 million ¹
Additional Costs That Could Potentially Be Assumed by the City - Total	\$13.5	\$13.5	
TOTAL	\$204.4	\$152.8	

EXHIBIT C

**The School District of Philadelphia
Title I Programs and Funding FY11 FY12**

A	B	C	D	E	F
Budget Category		FY11 Budget	FY12 Budget	Revisions	FY12 Revised
Title I School Based Budgets					
1 Classroom Instruction	e.g. Supplemental teachers for Reduced Class Size, instructional materials, academic interventions,etc.	81,711,968	84,899,003		84,899,003
2 Paraprofessionals	e.g. Supportive Services Assistants, Classroom Assistants	14,012,506	15,096,515		15,096,515
3 Professional Development	e.g. Full or partially released teachers, extra hours, conferences and contracted services for Staff Development	12,533,246	10,960,015		10,960,015
4 Parental Involvement	e.g. Community Relations Liaisons, School Community Coordinators, materials and supplies for parent meetings and workshops.	3,677,835	4,225,534		4,225,534
5 Sub-Total - School Based Budgets		111,935,558	115,181,067	0	115,181,067
Title I Centrally Planned Initiatives					
6 Early Childhood	Expansion of Head Start Program	12,067,381	11,000,000		11,000,000
7 Counselors	Imagine 2014 Initiative (Previously partially funded through Title I Stimulus)	0	7,789,022	(1,000,000)	6,789,022
8 Reduced Class Size	Imagine 2014 Initiative (Previously funded through Title I Stimulus)	0	18,529,029		18,529,029
9 Empowerment Initiatives	Managed through Empowerment Office	26,216,646	21,172,513	(5,259,227)	15,913,286
10 Summer Programs	Expansion of summer instructional program	12,369,272	12,785,149		12,785,149
11a Supplemental Educational Services	Federally mandated individual student tutoring for poverty students in failing schools. Note: 10% minimum set aside but permitted to budget at lower amount if demand is met. FY12 revised amount reflects anticipated FY12 spend.	16,600,977	15,798,918		15,798,918
11b	Projected Unspent Portion of SES Setaside	(14,100,977)	(4,097,314)	(9,201,604)	(13,298,918)
11c	Net SES Estimated Spend	2,500,000	11,701,804	(9,201,604)	2,500,000
12 Early Intervention Home Visitors	Working with parents of at risk 0-3 year olds.	619,077	647,339		647,339
13 Homeless Initiative	Used to remove barriers to instruction e.g. providing uniforms, instructional materials and supplies for Homeless Students.	621,298	625,432		625,432
14 Education Technology	Staff to support the integration of technology in the classroom.	2,280,075	2,481,749		2,481,749
15 Office of Teaching and Learning	Staff to support teachers in the implementation of the core curriculum	886,277	664,017		664,017
16 Professional Development Office	Districtwide Staff Development to support teaching and learning. Includes Staff Development for Highly Qualified Teachers set aside.	8,566,966	8,357,609	(2,000,000)	6,357,609
17 Office of Accountability and Assessment	Contracts for Benchmark Assessment and staff to support data analysis and school planning	10,390,963	7,325,106	(2,835,497)	4,489,609
18 Parental Involvement	Parent University, and other centrally run parent involvement initiatives	1,214,047	3,175,325	(703,672)	2,471,653
19 Full-Day Kindergarten	Classroom and Prep Teachers	0	0	21,000,000	21,000,000
20 Sub-Total - Title I Centrally Planned Initiatives		77,732,000	106,253,894	0	106,253,894
Administrative Support					
21 Budget Office Staff	Budget Analysts dedicated for Title I	250,856	3,200		3,200
22 Human Resources Office	Extra support to ensure compliance with NCLB certification requirements	97,043	102,739		102,739
23 Compliance Office Staff	Title I Director and dedicated staff (e.g. Grants Compliance Monitors, etc.) to ensure compliance with Title I regulations.	3,283,104	680,755		680,755
24 Non-Public Office Staff	Oversees Federally Mandated Non-Public participation	1,351,338	986,466		986,466
25 Audit	Funds costs related to required A-133 Single Audit	50,000	50,000		50,000
26 Indirect Cost Allowance	Based on the Approved Indirect Cost Rate	4,479,988	4,479,988		4,479,988
27 Sub-Total - Administrative Support		9,512,330	6,303,148	0	6,303,148
Federally Mandated Equitable Share for Non-Public Programs					
28 Non Public Instruction	Required services provided to targeted Non-Public students	14,304,691	15,027,516		15,027,516
29 Non Public Professional Development	Required services provided to teachers of targeted Non-Public students	2,888,068	1,998,527		1,998,527
30 Non Public Parental Involvement	Required services provided to parents of targeted Non-Public students	1,546,350	1,546,350		1,546,350
31 Sub-Total - Federally Mandated Equitable Share for Non-Public Programs		18,739,109	18,572,393	0	18,572,393
32 Grand Total (Includes Annual Award plus carryover from prior year)		217,918,995	246,310,502	0	246,310,502