INTRODUCTION
THE PURPOSE AND PROPER USE OF THIS DOCUMENT

As the result of a need for local association presidents to have a quick reference guide at their disposal, PSEA, with assistance from local leaders, governance, and staff, developed the PRESIDENT'S RESOURCE MANUAL. It is designed to provide each local president, whether newly elected or experienced, with a complete reference manual containing information often needed.

This resource manual has been written to enable the user to find specific information and to locate relevant topics by using the cross-referenced index. It will provide a single source from which the president can secure answers to members' concerns; review the history, structure, and policies of the Association; find contact names, resource materials, and commonly used forms (note: the forms included in this manual are the latest available at time of printing); store local association documents; and determine where to go for additional assistance.

The manual is revised and distributed on an annual basis. Material dated earlier than 2006-07 is outdated and should be discarded.

The manual is no substitute for contact with UniServ representatives or the local PSEA field office. As always, PSEA will provide local leaders and members with information, suggestions, assistance, and service which may not be readily available through this resource guide. This reference manual, however, will provide the local president, in most instances, with a front line source of information and will greatly assist the president in the effective performance of local duties.

This symbol is used throughout the manual to caution local leaders against any action which might have statewide implications. When you see this sign, it's time to call your professional staff representative for consultation.

The index that follows this introduction is your key to effective, uncomplicated use of the manual.

The following procedures are recommended so you can make most effective use of the PRM.

STEP 1: After determining the subject for your research, consult the alphabetically arranged index to locate the key words or phrases identifying your subject. Turn to the page listed on the right.

STEP 2: Note that if on your topic there is a caution sign, this reminds you to call your professional staff representative for consultation. Where court and arbitration cases are cited, you need to contact your staff representative for details.

STEP 3: If correspondence is required, look in the index for SAMPLE LETTERS.

Please note: The information in this manual is current as of August 2006.
UEP HISTORY

In 1852, twenty-four Pennsylvania educators met in Harrisburg and organized the Pennsylvania State Teachers Association.

In 1900, the Pennsylvania State Teachers Association met at Williamsport and reorganized with a new constitution which renamed the organization the Pennsylvania State Education Association.

In 1920, a third constitution was adopted and has continued to be the basis of PSEA's operation over the years. It was this constitution that recognized local associations, divided the state into regions, authorized the first delegate representation for annual conventions, and authorized the hiring of our first Executive Secretary (today called the Executive Director).

In 1925, PSEA purchased its headquarters at 400 North Third Street in Harrisburg which was replaced by a new building in 1961, which is our present headquarters.

In December 1968, the PSEA House of Delegates first voted for dues unification with the National Education Association. This unified membership category went into effect in 1969. PSEA has been affiliated with NEA since 1857.

PSEA is the third largest state education association in the United States, and is the largest professional organization of any kind in Pennsylvania. Its present membership is over 174,000 with approximately 1,000 locals, 60 county coordinating councils, and twelve regions. In 1971, approximately 60 service centers called "clusters" were established with a professional staff person assigned to each cluster. Today, there is slightly more than 200 professional and associate staff working throughout the state to serve our members (about half of this staff is in headquarters in Harrisburg).

The general policy-making body of PSEA is the House of Delegates. This body is composed primarily of representatives of PSEA locals on the basis of one delegate for each 67 members or major portion thereof. It is the duty of this body to elect the state officers and NEA Directors, and to initiate general policies of the Association.

The Board of Directors of PSEA is charged with administering PSEA policy. It is comprised of the executive officers (president, vice president, and treasurer), the region officers, PSEA's representatives to the National Education Association Board of Directors, the presidents of departments, the chairperson of the Council on Instruction and Professional Development, the president of Student PSEA, and an ethnic minority representative.

Each region is entitled to one representative on the Board of Directors for every 4,500 active members or major portion thereof within the region. The region acts as a conduit between its locals and the Board of Directors. EDUCATION SUPPORT PROFESSIONAL membership shall constitute one PSEA Region.

The regions are divided into several county coordinating councils whose function is to coordinate the interests and activities of the member local associations.
Organization, History & Structure

Much of the work of PSEA is done through the operation of twelve committees, two commissions, three departments, one council, and two special boards.

THE NATIONAL EDUCATION ASSOCIATION

The National Education Association began as the National Teachers Association on August 26, 1857, at Philadelphia. Its purpose was to "elevate the character and advance the interest of the profession of teaching and to promote the cause of education in the United States." The name was changed to National Education Association on August 15, 1870.

The NEA is incorporated under the laws of the District of Columbia and under a special act of Congress, approved June 30, 1906. Its charter and bylaws were adopted at its convention in Los Angeles in July 1907.

Its departments, as spelled out in the charter are: The Departments first, of Superintendence; second, of Normal Schools; third, of Elementary Education; fourth, of Higher Education; fifth, of Manual Training; sixth, of Art Education; seventh, of Kindergarten Education; eighth, of Music Education; ninth, of Secondary Education; tenth, of Business Education; eleventh, of Child Study; twelfth, of Physical Education; thirteenth, of Natural Science Instruction; fourteenth, of School Administration; fifteenth, of the Library; sixteenth, of Special Education; seventeenth, of Indian Education; the powers and duties and the numbers and names of these departments and of the National Council of Education may be changed or abolished at the pleasure of the corporation, as provided in its Bylaws.

Membership categories are spelled out in the bylaws, and consist of nine classifications: active, life, reserve, associate, educational secretary, auxiliary personnel, retired, student, and survivor. For specific information on each membership category, contact your UniServ staff.
Organization, History & Structure

PSEA REGION OFFICES

CENTRAL REGION
1 — Port Allegany Office
106 North Main Street
P.O. Box 328
Port Allegany 16743
814 642 2259
800 367 7358
814-642-2251 (fax)

2 — State College Office
400 Shiloh Road
State College 16801
814 238 1201
800 548 7732
814-238-0891 (fax)

CENTRAL-WESTERN REGION
3 — Punxsutawney Office
103B East Union Street
Punxsutawney 15767
814-938-2279
800-772-3021
814-938-3346 (fax)

4 — Johnstown Office
330 Bloomfield Street
Johnstown 15904
814 266 3965
800 441 9793
814-269-3825 (fax)

EASTERN REGION
5 — Eastern Office
4950 Medical Center Circle
Allentown 18106
610 391 0835
800 322 9032
610-391-0981 (fax)

MIDEASTERN REGION
6 — Montgomeryville Office
601 Bethlehem Pike, Bldg. C
Montgomeryville 18936
Field 215-853-2100
800-492-2727
215-853-2130 (fax)
Legal 215-853-2108
877-443-6039
215-853-2140 (fax)

MIDWESTERN REGION
7 — New Castle Office
3033 New Butler Road
New Castle 16101
Field: 724-924-1000
800-942-8025
724-924-1010 (fax)
Legal: 724-924-1025
800-767-2881
724-924-1030 (fax)

NORTHEASTERN REGION
8 — Wilkes-Barre Office
1188 Highway 315
Wilkes Barre 18702
Field: 570 819-2556
800 432 8619
570-819-3268 (fax)
Legal: 570-970-2980
888-232-3472
570-819-3268 (fax)
NORTHERN REGION

9 — Edinboro Office
   4250 Route 6N East
   Edinboro 16412
   Field: 814-734-3711
          800 962-7732
          814-734-5206 (fax)
   Legal: 814-734-7660
          800-668-7116
          814-734-5206 (fax)

SOUTHERN REGION (cont.)

12 — Headquarters Office
   400 North Third Street
   Harrisburg 17105-1724
   717-255-7000
   800-944-7732
   717-255-7002 (fax)

SOUTHWESTERN REGION

13 — New Stanton Office
   P.O. Box 700
   New Stanton 15672-0700
   724-696-3100
   800 942-0415
   724-696-3119 (fax)

SOUTHEASTERN REGION

10 — West Chester Office
   1512 McDaniel Drive
   West Chester 19380
   610 430-6150
   800 255-7732
   610-430-0596 (fax)

WESTERN REGION

14 — Pittsburgh Office
   10 South 19th Street
   Pittsburgh 15203
   Field: 412-381-2400
          800 222-7732
          412-432-2034 (fax)
   Legal: 412-381-9222
          800-599-1668
          412-432-2038 (fax)
COMMITTEES

COLLECTIVE BARGAINING/DISPARITY COMMITTEE

Purpose

The Collective Bargaining/Disparity Committee was established to develop statewide bargaining goals and objectives.

Composition

The Collective Bargaining/Disparity Committee is composed of one appointed representative from each PSEA region, a Board of Directors liaison member, representatives from minority affairs, vocational and practical arts, Intermediate Units, higher education, PSEA-R, and two staff consultants.

Function

The committee will examine the trends and techniques of collective bargaining at region, state, and national levels as well as those at the local level. The committee reviews progress being made toward the resolution of disparity in salary, benefits, retirement, and working conditions. The committee will assist in the preparation of progress reports to be presented at the House of Delegates.

The goal of this committee is to develop an organizational strategy concerning collective bargaining.

COMMUNICATIONS COMMITTEE

Purpose

The purpose of the Communications Committee is to provide training in basic communications techniques for Association delegates through the annual Communications School; provide advice and recommendations to the Board of Directors regarding communications concerns; provide input to the Communications Unit regarding statewide Communications activities; provide input and recommendations to the Organizing Team, the Communications Unit, and the Board of Directors regarding membership materials and campaign procedures; propose community relations projects to enhance the teacher image; improve communications activities within the regions; assist Communications staff when possible; encourage and support annual PSEA recognition programs for Association external and internal communications activities; and encourage and support leadership, committee, and department participation in region and state sessions on basic communications techniques. The committee shall assist the association with gathering and disseminating information related to challenges to teaching materials, resources, and techniques from any organization with an agenda to dismantle public education.
Composition

The Communications Committee is structured in a manner similar to that of the Board of Directors. The PSEA president and Board of Directors, on recommendation by the region or department presidents, appoint the Committee's members.

Function

The Communications Committee's major responsibilities are to attend state committee meetings and plan statewide programs; attend the annual state Communications School; attend region executive committee meetings; serve as a reporting arm of Communications Division for gathering information; promote PSEA and NEA goals, objectives and programs in regions; serve as a liaison between region and state; participate in cluster or county activities; promote and/or publicize region activities, using staff assistance as needed; and promote and recognize internal and external Association communication activities.

Meetings

The Communications Committee meets three times during the school year and a fourth time at Gettysburg.

LEADERSHIP DEVELOPMENT COMMITTEE

Purpose

The primary responsibility of the PSEA Committee on Leadership Development is to provide local association leadership with training programs that prepare our local associations for the various tasks they must perform during these demanding times of economic instability and changing social needs.

Composition

The PSEA Leadership Development Committee is an appointive committee established by the PSEA Board of Directors. The committee composition is set by the Board and currently consists of representatives from each region in line with the number of Board representatives within that region. The committee representatives are recommended by region presidents, approved by the Board of Directors, and serve a minimum of two years.

Function

The following are the most recent goals adopted by the Committee:

1. Provide a complete and meaningful experience in effective leadership in all phases of a local association. An Annual Leadership Development Workshop shall provide information, training, and practical experience in operation of a local.

2. Provide the opportunity for the collection and review of region leadership development workshop programs. The purpose of this is to make available for use, the many workshop ideas for effective leadership training programs on a region level.
3. Provide for a leadership development program within each region through leadership workshops.

4. Provide guidance for program development which may be used as the basis for future region workshops.

5. Provide for the continuing review of the various training programs for the purpose of evaluation, determination of use and need, and making of recommendations on future revision and development of training programs.

6. Periodic survey of local association leaders for new ideas for improvement and planning of leadership development activities.

**LEGISLATIVE COMMITTEE**

**Purpose**

The Committee on Legislation is one of two established by PSEA Bylaws. The purpose of the committee is to prepare the Association's legislative program for presentation to the House of Delegates after approval by the Board of Directors. It shall scrutinize all proposed legislation tending to affect education in the state and shall seek and execute the instructions of the Board of Directors concerning it.

**Composition**

The Committee on Legislation is structured in a manner similar to the Board of Directors; two members per region and additional representatives, if authorized, plus one representative from each of the departments, Student PSEA, PSEA-Retired, and ESPA.

Region committee members shall be elected by the region house of delegates for two year terms, beginning the September following their election. When a region is entitled to more than one committee member, the members shall be elected to serve overlapping two-year terms with one member being elected each year. The committee elects its chairperson.

**Function**

The committee reviews legislation to determine if it should be supported or opposed by PSEA or whether PSEA should seek amendments to improve the bill. Committee members report on legislation to regions and departments and place their concerns before the committee.

Committee members also serve as members of each region's PACE team and participate in PSEA's political action program which includes candidate interviews, endorsements, and campaigns.

**Meetings**

The Committee on Legislation meets approximately ten times per year with two of the meetings occurring at the PSEA House of Delegates in May and December.
MINORITY AFFAIRS COMMITTEE

Purpose
The Minority Affairs Committee was established by the PSEA Board of Directors in May 1984. The committee serves as a support group for ethnic minority members.

Composition
The committee is appointed on a one-member-per-region basis by the president and Board of Directors on recommendation of region presidents.

Function
The committee's goal is to increase awareness and encourage involvement on the part of ethnic minority members in programs on the local, regional, state, and national levels. To this end, the committee provides input into the PSEA minority internship program and the Gettysburg minority scholarship program. The committee also reviews and assesses association goals, objectives, programs, and long-range plans to ensure that ethnic minority concerns are addressed.

Meetings
The committee meets four times a year and sponsors an Ethnic Minority Leadership Workshop in both the eastern and western parts of the state to train grass roots ethnic minority members for leadership positions in their locals.

PSEA ADLER FRIEND OF EDUCATION AWARD SELECTION COMMITTEE

Purpose
The purpose is to coordinate the promotion of the PSEA Adler Friend of Education Award, screen the nominations and recommend the recipient to the Board of Directors.

Composition
The committee is appointed on a one-per-region basis by the president and Board of Directors on recommendation of region presidents.

Function
The committee approves the promotion brochures and nomination forms which are mailed to each local president in January. The committee also is responsible for determining the criteria for nominating candidates, for setting the deadline, reviewing the nominations and selecting the recipient.

Meetings
An annual meeting is held in March.
POLITICAL ACTION COMMITTEE FOR EDUCATION

Purpose

The Pennsylvania State Education Association Political Action Committee for Education (PSEA-PACE) is established both to mobilize human and financial resources for the support of state and local candidates who endorse and support the purposes and objectives of PSEA, and to promote the knowledge of educators and the public with respect to educational issues of importance to the membership of PSEA-PACE.

Composition of the Board of Directors

The Board of Directors shall consist of the following voting members: (1) PSEA President; (2) PSEA Vice President; (3) PSEA Treasurer; (4) a school service member of PSEA and PSEA-PACE, whose membership in PSEA is acquired through the Educational Support Professional Association (ESP); (5) a retired member of PSEA and current member of PSEA-PACE, whose membership in PSEA is acquired through the Pennsylvania State Education Association-Retired PSEA-R; (6) a member of the PSEA Committee on Legislation, elected by the members of such committee; (7) a staff member of PSEA who is a member of PSEA/SO; and (8) eleven (11) Region Directors, each elected by the PSEA-PACE members in each of the eleven (11) regions described in the PSEA governing documents, and in the manner prescribed by these guidelines.

There shall also be three (3) nonvoting members of the Board of Directors. They shall be (1) the PSEA Executive Director; (2) a member of the PSEA Board of Directors, appointed by the PSEA President to serve as a liaison between the two Boards of Directors; and (3) a PSEA student member.

Meetings

The Board of Directors shall meet at the call of the Chairperson or at the call of any five members thereof at such times and at such places as shall be determined appropriate to carry on effectively the responsibilities of the Board. The Board shall meet no less than four (4) times during odd-numbered years and no less than five (5) times during even-numbered years. A majority of the Board of Directors shall constitute a quorum for the conduct of business.

Officers shall be elected at the reorganization meeting, which shall be the first meeting of the PACE board following the election of region directors, and shall serve for a term of two (2) years.

RESOLUTIONS COMMITTEE

Purpose

The PSEA Constitution states: "The purpose of this Association shall be to promote the general educational welfare of the state, to protect and advance the interests of its members, to foster professional zeal, and to advance educational standards."
To facilitate the purposes of the Association, each House of Delegates sets forth statements of resolutions committing the Association to action. A resolution is an expression of the belief or position of the Association.

A resolution calls for the interpretation or action by various agencies including the Association.

**Function**

The committee is divided into four subcommittees according to the four goals of the Association. Each subcommittee examines and makes recommendations on all items. These recommendations are considered, acted upon by the entire committee and, if approved, are recommended to the House of Delegates for action.

The Committee also discusses NEA Resolutions and makes recommendations to the Pennsylvania members of the NEA Resolutions Committee.

**RETIREMENT AND WELFARE COMMITTEE**

**Purpose**

To collect and disseminate information between the PSERS (Public School Employees' Retirement System) and PSEA members regarding employee rights and the benefits related to retirement.

To monitor Act 96, national trends in retirement legislation including Social Security, the Public School Employees' Retirement System, the Public Employee Retirement Study Commission, and other public employees' pension plans in order to:

- Alert the membership to their benefits.
- Recommend appropriate amendments to legislation and regulation.
- Aid members who have suffered financial hardship due to physical or mental problems.

**Function**

The committee shall assist PSEA members who have experienced hardships through illness or disability and/or financial need. Such assistance shall be in the form of grants. Any one grant and/or loan shall not exceed $1,000 and will be dispersed in a lump sum. Grants allocated to members will be considered on a reasonable needs basis.

**Retirement**

In the area of retirement, the committee constantly monitors Act 96, placing emphasis on alerting the membership to their benefits and working to improve the Act by recommending amendments. The committee also continually reviews national trends in the area of retirement, Social Security, and other public employees' pension plans throughout the nation. Through these efforts, the committee feels it can best advise and assist PSEA and the membership.

Committee members conduct workshops on retirement issues in their respective regions to inform and assist members in pre-retirement education. In this area of membership assistance,
Organization, History & Structure

the committee has developed a pre-retirement program to assist members in those critical years prior to retirement.

Welfare

In order to aid these members, the committee has the responsibility, upon request and completion of a welfare application form, to make contact with the appropriate regional representative or designee who will personally investigate the application to determine the validity and degree of assistance needed. If financial assistance is required, the full committee is informed on the particulars of the applicant and must vote to extend any assistance. Grants are limited to $1,000 per request.

STATE COMMITTEE FOR STUDENT ORGANIZATIONS

Purpose

The State Committee for Student Organizations is charged with the responsibility of providing leadership to both the secondary school program (PYEA-FTA) and the college level program (Student PSEA). The secondary school program is designed to encourage students to consider the field of teaching as a career. These clubs are linked to the Local Education Association and should be considered the local's "youth group." Many group projects are encouraged between the local and the PYEA-FTA chapter in the areas of school leadership and community relations.

The college-level program is designed to enhance the learning experience of students who have already chosen teaching as their future careers. College students are given lectures and materials to introduce them to PSEA as their professional organization and their future union. They are also involved in programs of community relations and educational volunteer work and have access to lists of speakers on professional topics of current interest.

Composition

The committee is composed of a state chairperson and two councils (PYEA-FTA and Student PSEA), each composed of one person from each region.

Purpose of PYEA-FTA: (Pennsylvania Youth Education Association - Future Teachers of America)

PYEA-FTA is a PSEA-sponsored student organization at the secondary level whose primary functions are the promotion of educational relevance and investigation of career alternatives for student members and improvement of community relationships for PSEA. The concurrent function is to have students, educators, and the community work cooperatively toward the improvement of the local school system.

Function

1. To develop statewide programs for the purpose of promoting the four PYEA goal areas: School Service, Community Service, Career Exploration and Leadership Development.
2. To provide an annual conference for chapters to meet, exchange ideas, receive training, and compete for honors in the goal areas.

3. To develop training materials which promote the goal areas.

4. To develop membership promotion materials.

5. To oversee the Lucy A. Valero Memorial Scholarship Fund.

6. To develop community relations programs to foster better relations with the public.

7. To strengthen support from all elements of the community for the public schools.

**Meetings**

The State Committee for Student Organizations meets three times a year.

An active PYEA-FTA chapter in your local can be the best ready-made public relations program available. Call PSEA for more information.

**Student Pennsylvania State Education Association**

Student PSEA is a PSEA-sponsored student organization at the college level whose primary purpose is to aid teacher-education candidates in the pursuit of career goals and to offer programs and training derived from practical classroom experience.

**Function**

1. To provide leadership training to prepare future Association leaders for a place in the full-fledged Association once they become teacher members.

2. To provide programs and training derived from practical classroom experiences (EDGE, in-service workshops).

3. To promote a high regard for the work and dedication of Association members who have, through active unionism, bettered the conditions and salaries of teachers today.

4. To provide access to the Association as a professional organization and learn its importance to the goals of the teaching profession.

5. To oversee the Lucy A. Valero Memorial Scholarship Fund.

Support Student PSEA by cooperating with campus chapter programs.
COMMISSIONS

INTERGROUP RELATIONS COMMISSION

Purpose

The primary responsibility of the Intergroup Relations Commission (IRC) is to make recommendations to the Association on matters which involve intergroup relations. It initiates proposals for improving intergroup relations in schools and for ensuring equal educational opportunity for every child in the Commonwealth of Pennsylvania. It also performs such other duties and exercises such other powers as are delegated to it by the Board of Directors. It reports at the annual meeting of the Association.

Composition

The IRC is an appointive body of the Association established by the PSEA House of Delegates. Representation on the Commission is set by the Board of Directors. Currently, the Commission is composed of representatives from each region in line with Board representation within that region. Members of the IRC are recommended by region presidents, are approved by the Board, and serve one or two years to ensure continuity.

Function

The following aims and objectives provide direction for the work of the Intergroup Relations Commission through the "vehicles" of instructional improvement, human relations and personal growth, leadership development, organization/association development, and problem-solving skills development:

Aims

1. To create a climate whereby equal educational opportunities are available for every child in the Commonwealth of Pennsylvania.

2. To eliminate those factors which support segregated schools in the communities whether they be de facto or de jure segregated.

3. To prevent the perpetuation of systems which foster myths associated with ethnic minority groups and ethnic women.

4. To create an environment in which the improvement of all interpersonal relationships which affect the learning of children is a primary focus.

5. To demonstrate to the Commonwealth of Pennsylvania that the PSEA will take a positive stance and firm position on the issues of intergroup relations at local, regional, or state levels.
Objectives

1. To improve the personal and interpersonal relationships among PSEA staff members.

2. To visibly demonstrate that PSEA is firmly committed to equal employment opportunities in all areas.

3. To ensure that our educational systems present a true and realistic picture of the growth and development of America through the use of realistic and relevant curriculum textbooks and teaching materials as well as resources.

4. To ensure that PSEA is the initiator and/or innovator of policies relevant to school desegregation through which equal educational opportunities are realistic and available for every child.

5. To increase the effectiveness of future teachers and administrators in the areas of intergroup relations and race relations through realistic educational training programs.

6. To guard against the initiation of any activities which would be detrimental to the growth and development of a unified and democratic association.

7. To design and implement a continual state and local legislative program of action in race and intergroup relations affecting education.

8. To increase the availability and distribution of information relative to human rights and race relations.

9. To ensure that representatives of PSEA staff and the Commission on Intergroup Relations become increasingly involved with other human relations agencies to gain an awareness of the various programs and projects being sponsored, so that they might coordinate PSEA activities with the activities of such other agencies.

10. To affirmatively recruit and involve black and other minority groups as members of the PSEA.

11. To make PSEA’s program relevant to the needs of black and other minority group educators.

In summary, the Intergroup Relations Commission deals with behavioral relationships — individual, intragroup, and intergroup — where social change is perceived to be needed. Intergroup Relations, therefore, is the planned improvement of individuals or groups so that we all get along better together. Members have a moral, ethical, and professional responsibility to improve intergroup relations.
PROFESSIONAL RIGHTS AND RESPONSIBILITIES COMMISSION

Purpose

The PSEA Professional Rights and Responsibilities Commission's role in the Association is to promote professional conduct and to defend member rights under the Code of Ethics/Bill of Rights and due process guarantees.

Function

The Commission's judicial powers and due process functions are guaranteed under PSEA's Constitution and Bylaws, Articles IV, XC, IX 8, and XI which, when read in conjunction, authorize and assign the Commission the following powers and responsibilities:

1. To investigate charges of alleged violations of the PSEA Code of Ethics, Bill of Teacher Rights, or for conduct which is inconsistent with the Association's stated purposes or objectives, including strikebreakers.

2. To conduct due process hearings pursuant to membership censure, suspension, or expulsion recommendations.

3. To recommend the application of Association sanctions against individuals or public agencies who are found, after investigation, to be primarily responsible for undesirable education conditions affecting teachers and their students.

4. To provide due process guarantees to members who are subject to Association discipline actions.

5. To recommend to the House of Delegates the adoption and revision of the Code of Ethics and Bill of Rights.

6. To inform the members of the Association of the provisions of the Code of Ethics and Bill of Rights.

7. To promote and encourage professional conduct commensurate with the high standards set forth in the Code of Ethics and Bill of Rights.

8. To recommend to the PSEA Board of Directors procedures to be adopted for the determination of issues arising from violations of the Code of Ethics or Bill of Rights.

9. To perform such other duties and exercise such other powers as are required by the Constitution and Bylaws of the Association or are delegated to it by the Board of Directors.

10. To report at the annual meeting of the Association.

11. To investigate conflict of interest policy charges against officials of PSEA in accordance with Board policy.
12. To protect the Association's interest in ethical conduct of educators by monitoring ethics in education publications, policies and codes outside of PSEA. Also, to develop teacher rights strategies to prevent misuse of Codes of Ethics against teachers.

**DEPARTMENTS**

**DEPARTMENT OF ADMINISTRATION AND SUPERVISION**

**Purpose**

Administrators and supervisors who are PSEA members are represented in PSEA's non-governance structure by the Department of Administration and Supervision.

**Composition**

Members may be included in all inclusive local associations, separate self-contained local associations, or state members at large. The Executive Board is comprised of a representative from each of the 11 PSEA regions and selected committee liaisons to PSEA standing committees. The Department President sits as a nonvoting member on the PSEA Board of Directors. A headquarters staff member is assigned as consultant.

**Function**

The Department's Executive Board deals with concerns of these members, and recommendations for actions are directed to the PSEA Board of Directors.

**DEPARTMENT OF HIGHER EDUCATION**

**Purpose**

It shall be the purpose of the Department of Higher Education to cooperate with and support all state and national organizations related to higher education when such cooperation and support advances or improves higher education in Pennsylvania.

Specifically the department shall: initiate, conduct, and disseminate studies bearing on the welfare of members; develop and advocate policies that further the interests of society through higher education and provide critical analysis on existing policies in this area; conduct studies in support of higher education; study conditions of service; and develop a continuing process for further professional negotiations.

**Composition**

There are four statewide officers—president, two vice presidents, and a secretary/treasurer; and two councils—the state university council, and the community college council. Membership on the council is determined by regional representation.

**Function**

1. To monitor the condition of higher education in Pennsylvania.
Organization, History & Structure

2. To develop legislative recommendations to advance the state university and community college systems.

3. To promote the collective bargaining process in higher education.

4. To collect and disseminate information on higher education useful to PSEA members.

Meetings

The Department of Higher Education meets three times a year.

DEPARTMENT OF PUPIL SERVICES

Purpose

The purposes of this Department are:

- To cooperate with and support the Pennsylvania State Education Association in its efforts to accomplish its purposes.
- To encourage professional growth.
- To advance public education.
- To promote cooperation with other groups in education and the community for the best services to youth.

Composition

The Department of Pupil Services of the Pennsylvania State Education Association consists of five sections:

1. School Dental Hygienists.
2. School Guidance Counselors.
4. School Nurses.
5. School Psychologists.

Meetings

The Department of Pupil Services governing board meets three times a year.

Region meetings are conducted by elected and appointed PSEA Department of Pupil Services leaders.
**Representation**

The state president of the Department of Pupil Services serves on the PSEA Board of Directors for a term of two years.

DEPARTMENT OF VOCATIONAL AND PRACTICAL ARTS EDUCATION

**Purpose**

The Department of Vocational and Practical Arts Education is a segment of PSEA's non-governance structure, and this body is composed of Agriculture, Business, Distributive, Health Occupations, Home Economics, Technology Education, and Trade and Industry Education teachers.

**Composition**

Each of PSEA's eleven regions has a representative on the VPAE Executive Board and they are included in region executive functions. Liaison committee representatives to PSEA standing committees and presidents or representatives from the seven sections also are members of the executive board. A PSEA staff member is assigned as consultant.

**Function**

All concerns and issues which impinge on the professional lives of those teaching in the above seven disciplines would be received by this governance unit, and recommendations for specific actions are forwarded to the PSEA Board of Directors. The VPAE President is a nonvoting member of the PSEA Board.

COUNCILS

COUNCIL ON INSTRUCTION AND PROFESSIONAL DEVELOPMENT

**Purpose**

The purpose of the Council on IPD is to promote the educational objectives of the Association and make recommendations to the Board of Directors. It accomplishes its purpose by promoting workshops, clinics, and conferences in order to improve instruction, perfect the art of teaching, and advance the professional education program of the Association.

**Composition**

It consists of members elected from the 11 regions of PSEA, the presidents or their designees of the recognized departments of the Association, and the president of the Student PSEA. Each elected member serves a two-year term.

**Function**

The Council analyzes topics such as educational decision making, professional standards, professional development, and curriculum. Region representatives to the Council on IPD
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provide their regions and locals with consultant services in establishing, organizing, and promoting programs related to professional issues. The council promotes organizational opportunities for members in international teacher exchange programs (the Fulbright Grant, Hands Across the Water, and the Bavarian Teacher Exchange).

At the local level: By organizing around local IPD issues such as professional development, discipline, evaluation, etc., local teacher members have input on Association business otherwise handled by just the president or executive committee. IPD is an organization building committee.

Association-promoted membership on the Act 48 committee serves much the same function as a local instruction and professional development (IPD) committee. The Association should include a report on Act 48 plan development and implementation at each representative council meeting.

In small locals where maintaining a large, long-term committee is difficult, an IPD contact might be identified. Look for past leaders to fill this role. A committee can be formed when a need arises, such as when employment evaluation procedures are being revised or a lead teacher program is proposed.

At the region level: IPD-related workshops and conferences provide an easy access for member training. Association members, often short on money and time, can attend region workshops to become aware of current professional and instructional issues.

At the state level: State-level involvement in IPD gives us a cadre of knowledgeable and dedicated teacher leaders. IPD is the avenue for a teacher member, interested in instructional and professional issues, to have a voice in the formation of positions and the delivery of programs that are at the heart of our profession.

BOARDS

SPECIAL EDUCATION BOARD

Purpose

To provide representation of district special education teachers and intermediate unit teachers on a committee which will provide quality communications to and seek appropriate feedback from the special education membership, and to serve in an advisory capacity to PSEA leadership.

Composition

One representative per region, appointed by the PSEA Board of Directors with additional representation from ESPA, Student PSEA, Department of Administration, PSEA-Retired, and PSEA Minority Caucus.

Function

1. To participate in the planning and implementation of the regional education conferences.
2. To inform and update members on special education issues.
3. To advise the Board of Directors on issues relating to the education of students with special needs.

**Meetings**

The Special Education Board meets five times a year.

**MEMBER BENEFITS BOARD**

**Purpose**

In keeping with the goal of integrating NEA programs, the state will continue to co-sponsor insurance, retail, and finance programs which are not competitive with those offered directly by PSEA. We can continue to assist locals in developing strong Member Benefits programs involving their own, the state, and national programs. This will be supported through carrier contributions, a summer workshop to intensify local leader skills, and increased participation by Member Benefits Board members in region activities.

The board also stresses the passage of legislation that will protect our members as consumers, administers economic programs in the best interest of our members while monitoring the economic stability of suppliers, insists on performance in keeping with our contractual arrangements with carriers and suppliers, and develops new economic programs.

**Composition**

The Member Benefits Board consists of one representative per region, appointed by the Board of Directors, and one ESPA, PSEA-R, and Minority liaison.

**Function**

The board analyzes written proposals, compares the offerings to those either presently in existence or available through other sources, and makes a decision based on consideration of all aspects of a product, service, or offering. In addition to the product quality itself, special consideration is given to the marketing process to ensure that the product is made available on an equal basis to all of our members and also to ensure that our members are protected from abuse of the endorsement by the marketing firm.

The board receives annual reports from each of the endorsed vendors outlining the financial stability of the company, the number of products sold and the dollar amounts involved, and any costs relating to the program. These are used to ensure the continuing stability of the offering, so we can always guarantee that the company will be on hand to meet the members concerns should the need arise.

**Grievance Procedure**

The Member Benefits Board, sitting as an arbitration panel, will make a decision as to the justification of a member's complaint or concern relative to one of our endorsed vendors. This
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decision would be rendered to the company who would have the responsibility of satisfying the
member within 45 days to the extent allowed by law.

In no circumstance would the extent of the satisfaction exceed the amount of the original claim
as filed by the member.

This procedure will not preclude the member's right to proceed with action in the courts if they
are not satisfied by the company within the 45-day period.

Meetings

The Member Benefits Board meets at least four times a year on weekends and for a full week
during the summer. These meetings are devoted to the review of existing programs and the
consideration of new offerings made by businesses interested in doing work with PSEA
members.

EDUCATION SUPPORT PROFESSIONAL ASSOCIATION OF PENNSYLVANIA

EDUCATION SUPPORT PROFESSIONAL Association PSEA NEA (ESPA) was an
organization that represents school service employees (bus drivers, cafeteria workers, custodians,
maintenance personnel, secretaries, teacher aides, and health support staff located in hospitals) in
school districts all over the state of Pennsylvania.

Education Support Professional’s Relationship

ESP members are represented by a Region within the governance structure.

School district employees, whether professionals in the classroom or school service personnel,
are truly partners in education. While it's the teacher who develops and molds a student's mind,
it's the EDUCATION SUPPORT PROFESSIONAL who get the children to school safely,
provide them with comfortable and clean surroundings, feed them, and make certain their office
records and class schedules are up to date.

It's comforting to a teacher and parent to know that assistance from EDUCATION SUPPORT
PROFESSIONAL is there when needed. On a daily basis, teachers and EDUCATION
SUPPORT PROFESSIONAL genuinely form a close working partnership, unlike no other in
private and public employment.

And, for the public school system to stay strong, responsive, and vital to the growth of our local
communities, teachers and EDUCATION SUPPORT PROFESSIONAL employees must
strengthen that partnership for the future. Such a sturdy partnership will pay dividends for all
district employees, as well as ensure quality service to students everywhere.

If your district or unit has support staff who are interested in organizing, have them contact your
UniServ representative for assistance.

ESP Locals are now known as Education Support Professionals on both the NEA and PSEA
level.
STATE CONSTITUTION

ARTICLE I  Name

The name of this organization shall be the Pennsylvania State Education Association.

ARTICLE II  Purpose

The purpose of this Association shall be to promote the general educational welfare of the state, to protect and advance the interest of its members, to foster professional zeal, and to advance educational standards.

ARTICLE III  Membership

1. Membership in the Association shall comprise a category of active members and such other categories as may be provided in the bylaws.

2. Membership, as provided in the bylaws, shall be available to persons actively engaged in the profession of teaching or in other educational work or to persons interested in advancing the cause of public education. Applicants for membership shall agree to subscribe to the purpose and objectives of the Association as prescribed in the constitution and bylaws.

3. All rights, title, and interest, both legal and equitable, of a member in and to the property of the Association shall end upon termination of membership.

ARTICLE IV  Executive Officers

1. The executive officers of the Association shall be the president, vice president, and treasurer who, together with the region and PSEA-Retired (PSEA-R) representatives on the board of directors, and the Association representatives on the National Education Association board of directors, shall comprise the voting members of the board of directors. The region representatives shall be designated as officers of the Association.

2. In odd numbered years, the executive officers shall be elected for a two-year term by the House of Delegates on the final day of its annual meeting. Each two-year term shall run from the September 1 following election and the persons elected shall be limited to two terms in the office to which elected.

3. The election of the executive officers shall be through open nominations, by secret ballot, and by majority vote. Where there is only one nominee for an executive officer position, the chair shall declare such nominee elected.

4. A vacancy in the office of president shall be filled by the vice president.

5. If, during the first year of a term, a vacancy occurs in the office of vice president, in the office of treasurer, or in the office of Association representative to the National Education Association board of directors, such vacancy shall be filled by the board of directors who shall elect a successor to serve until the next annual meeting of the House of Delegates,
which shall elect a successor for the remainder of the term. If such vacancy occurs after
the first year of a term, the board of directors shall elect a successor for the remainder of
the term.

6. The president and vice president shall serve full-time. Their respective salaries shall be
established by the board of directors. The treasurer shall serve part-time without salary.

**ARTICLE V Board of Directors**

1. The board of directors shall be comprised of the executive officers, the officers, the
Association representatives on the National Education Association board of directors, the
presidents of the departments, the chairperson of the Council on Instruction and
Professional Development (IPD), a member of PSEA-R, and the president of Student
PSEA.

2. Each region shall be entitled to one representative on the board of directors for every
4,500 active members or major portion thereof within the region; provided, however, that
each region shall have at least two representatives. The board of directors shall design a
system of weighted voting which complies with the one person, one vote principle.

3. Where the annual computation to determine the composition of the board of directors
results in the loss of one or more voting seats, those seats shall remain filled until the
completion of the term of office of the person or persons filling them.

4. Each region representative on the board of directors shall be elected at an annual region
house of delegates or by direct vote of the region membership through open nomination,
by majority vote, and by secret ballot. The region representatives shall, by virtue of their
election to the board of directors, be entitled to delegate status at the Association House
of Delegates as long as the ballot designates such delegate entitlement.

5. Region representatives who are elected as local delegates or by direct vote of the region
membership are entitled to full delegate status at the Association House of Delegates;
otherwise, they may vote at the House, but not with respect to dues or the election of the
Association executive officers or the National Education Association board of directors.

6. The Association representatives and alternates on the National Education Association
board of directors shall be elected at the annual House of Delegates through open
nomination, by secret ballot, and by majority vote. Where there is only one nominee for
a particular position as an Association representative on the National Education
Association board of directors, the chair shall declare such nominee elected. As with the
region representatives, they shall, by virtue of their election, be entitled to delegate status
at the Association House of Delegates as long as the ballot designates such delegate
entitlement.

7. The Student PSEA representative on the board of directors shall be elected at the annual
Student PSEA delegate assembly in accordance with the constitution and bylaws of
Student PSEA. The PSEA-R representative on the board of directors shall be elected for
a two-year term effective the September 1 following election, with right of succession,
through a balloting procedure approved by the board of directors.
8. The representatives on the board of directors from the departments and IPD Council shall be elected in accordance with the constitutions and bylaws of the bodies which they represent.

9. A vacancy in a region representative position shall be filled in accordance with the region constitution and bylaws. A vacancy in a department, IPD Council, or Student PSEA position on the board of directors shall be filled in accordance with the department, council, and Student PSEA constitutions and bylaws, respectively. A vacancy in a PSEA-R position shall be filled by the board of directors for the remainder of the unexpired term.

10. The board of directors shall act for the Association between meetings of the House of Delegates.

ARTICLE VI House of Delegates

1. Local association delegates and officers shall comprise the voting delegates at the House of Delegates, subject to the conditions described in Article V, paragraph 5. Executive officers, Association representatives on the National Education Association board of directors, PSEA-R, and Student PSEA delegates shall also be entitled to vote at the House of Delegates on all matters except dues and election of the Association executive officers and of the National Education Association board of directors.

2. Nonvoting delegate status at the House of Delegates shall be accorded to a region officer from each region who is not an officer of the Association, a representative from each coordinating council and department, and members of the IPD Council, resolutions committee, and legislative committee.

3. Local Association Delegates
   a. Each local association shall be entitled to one delegate for every 67 active and reserve members or major fraction thereof within the Association; provided that for purposes of this section, Education Support Professional members of an all – inclusive local association shall be considered a separate local association. Irrespective of size, every all – inclusive or teacher – only local association shall be entitled to at least one delegate.
   b. Administrator – only local associations as well as higher education and education support professional local associations within the same region may combine their membership for purposes of securing administrator and higher education and education support professional delegate representation.
   c. An all – inclusive local association may choose to elect delegates either by separate vote of members in each category of membership for the number of delegates in that membership category, or by general vote of all members for the number of delegates proportionate in each membership category. The education support professional region shall include all education support professional delegates.
4. Student PSEA shall be entitled to one delegate for every 375 Student PSEA members. PSEA-Retired shall be entitled to the PSEA – Retired president and vice – president and two elected members per region. If the membership of any PSEA – Retired region shall exceed two thousand members, that region will be eligible for an additional delegate.

5. Unless otherwise provided in the Association governing documents, voting delegates shall be elected in conformity with the one person, one vote principle through open nominations, by majority vote, and by secret ballot.

6. The House of Delegates shall meet at least annually in the spring, except in cases of emergency. The spring meeting shall be known as the annual meeting of the House of Delegates. The president shall call special meetings of the House of Delegates in the manner and under the conditions prescribed in the bylaws.

ARTICLE VII  Governance

1. The Association shall be governed by its constitution, bylaws, standing rules, and such other actions as the House of Delegates and the board of directors, the two governing bodies, may take which are consistent with those governing documents.

2. The governance structure of the Association shall include regions and local associations. Region and local association constitutions and bylaws shall conform to the Association constitution and bylaws.

3. Local association officers and delegates to region houses of delegates and the Association House of Delegates shall be elected through open nominations, by secret ballot, by majority vote, and in conformity with the one person, one vote principle.

4. Region officers shall be elected through open nomination, by secret ballot, by majority vote, and in conformity with the one person, one vote principle.

5. The non-governance structure of the Association shall include councils, departments, affiliates, commissions, and committees as prescribed in the constitution and bylaws.

ARTICLE VIII  Proportional Representation

1. Ethnic minority members shall be represented on the board of directors and at the House of Delegates in proportion to their membership in the Association. In addition, the board of directors shall take all reasonable steps to assure ethnic minority representation in the Association non-governance structure which is proportional to their membership in the Association.

2. Regions and local associations shall assure ethnic minority representation on their respective governing bodies, including houses of delegates, executive committees, and representative councils, in proportion to their respective ethnic minority memberships.

3. Administrator and supervisor members shall be represented on the board of directors in proportion to their membership in the Association.
4. Ethnic minority members and administrator members on the board of directors shall be elected at the annual meeting through open nomination, by secret ballot, and by majority vote.

**ARTICLE IX  Nonprofit Status**

The Association is not organized for profit and no part of the earnings of the corporation shall inure to the benefit of any private member or individual. In the event of the liquidation or dissolution of the corporation, whether voluntary or involuntary, no member shall be entitled to any distribution or division of its remaining property or its proceeds and the balance of all the money and other property received by the corporation from any source, after the payment of all debts and obligations of the corporation, shall be used or distributed, subject to the laws of the Commonwealth of Pennsylvania, exclusively for the purpose hereinbefore set forth.

**ARTICLE X  Affiliation**

The Association shall be affiliated with the National Education Association in accordance with policies established by the board of directors.

**ARTICLE XI  Amendments**

This constitution may be amended by a two-thirds vote of the House of Delegates on a printed ballot, a majority voting, at its annual meeting or special meeting called for that purpose. Said amendment shall (1) be proposed with the endorsement of the board of directors, or with the endorsement of 100 active members of the Association, (2) be drafted in proper technical form by the constitution and bylaws committee of the board of directors, and (3) be published in an official publication of the Association in two issues preceding said meeting.

**ARTICLE XII  Bylaws**

Bylaws not inconsistent with this constitution may be adopted by a three-fifths vote of the delegates voting at any meeting of the House of Delegates. The provisions of any section of the bylaws may be suspended for a single meeting by a two-thirds vote of the delegates present.

**BYLAWS**

**ARTICLE I  Objectives**

The objectives of the Association shall be as follows:

A. To protect and advance the organizational security and other legitimate interests of local associations in their disputes with, and strikes against, employers;

B. To improve the structure of the Association in order to ensure the full and effective participation of all members, thereby establishing and maintaining an independent, self-governing organization;

C. To promote continuous improvement of instruction and of curriculum;
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D. To promote and to protect the rights and welfare of its members;

E. To advance professional rights and to enhance professional responsibilities in order to further the consistent development and improvement of the profession and its practitioners;

F. To work among the Commonwealth citizenry for broad support of education and for improved attitudes toward the profession;

G. To secure adequate financial support for public education;

H. To promote the rights and welfare of all students;

I. To assist each student in realizing his or her maximum potential;

J. To develop and provide leadership in solving social problems.

ARTICLE II Membership

A. Active Membership

1. Active membership shall be available to any person who is actively engaged in educational work in Pennsylvania. A person shall be considered as being actively engaged in educational work if he or she is:

   a. employed by or in a public school district, college or university, or other public institution devoted primarily to education, regardless of the specific nature of the functions that person performs at the work site and regardless of who actually employs the person;

   b. employed by a government agency or government funded entity to provide education services;

   c. employed by a non-public nonsectarian school entity, only if part of a bargaining unit represented by or in the process of being represented by PSEA;

   d. on a paid leave of absence from employment described in Section A(1a), A(1b), or A(1c) noted above;

   e. serving as an officer of the Association;

   f. on an unpaid leave of absence from employment described in Section A(1a), A(1b), or A(1c) noted above, and receiving workers’ compensation, disability, or retirement disability payments. This unpaid leave shall not exceed three consecutive membership years.
An active member must satisfy the following eligibility requirements:

a. Membership in the National Education Association, where eligible, and in a local association, where available;
b. Eligibility under applicable laws and regulations to serve in the educational position in which employed;
c. Payment of the annual unified dues for active members.

2. The annual active membership dues of the Association shall be modified in the following manner and under the following conditions:

a. A person who becomes eligible for active membership for the first time at mid-year shall be obligated to pay only one-half of the Association annual active membership dues for the remainder of the membership year.

b. A person who is regularly employed for 50 percent or less of the normal schedule of a full-time faculty member as verified by the local association, shall be obligated to pay only one-half the Association annual active membership dues;

c. A person who is on a paid leave of absence, as verified by the local association, shall be obligated to pay annual dues if receiving full annual salary, three quarters' annual dues if receiving three quarters' annual salary or less, and one-half annual dues if receiving one half annual salary or less;

d. A person who is regularly employed for less than 500 hours during the school year shall be obligated to pay only one quarter the Association annual active membership dues.

e. An active member who goes on military leave shall be exempt from any Association dues obligation during the term of the leave.

f. A person who is a member of a minority local association and who is represented for purposes of collective bargaining or meet and discuss by an employee organization unaffiliated with PSEA shall be obligated to pay only one-half the Association annual membership dues. If and when fair share legislation passes, a person who is a member of a minority local association and who is represented for purposes of collective bargaining or meet and discuss by an employee organization unaffiliated with PSEA, shall be obligated to pay the annual active membership dues less their fair share fee, but in no event less than twenty-five dollars.

g. Active members of the Association who are otherwise not eligible for membership in NEA shall pay to the Association in addition to the annual active membership dues of the Association a sum equivalent to the dues paid by active members to NEA.
3. Active members of the Association who have been enrolled as life members of the Association shall be accorded the rights and benefits of active membership as long as they have paid the dues required of them.

4. Association active members alone shall be entitled to vote and hold office in the Association governance structure, except as provided as follows:

   a. Student PSEA shall be entitled to voting delegates at the Association House of Delegates as prescribed by the constitution and bylaws.
   b. PSEA – Retired shall be eligible to voting delegates at the House of Delegates as prescribed by the Constitution and Bylaws.

5. Annual active membership dues of the Association shall be seventy hundredths of one percent (.0070) of the statewide average instructional salary in the public schools for the school year ending fourteen months prior to the beginning of the membership year for which dues are to be calculated; provided, that in no membership year shall the dues be less than the dues the previous year. The calculation of dues shall be done by PSEA based upon data provided by the PA Department of Education. Any fractional amount in PSEA dues shall be rounded to the nearest dollar.

For the membership years 2005 – 2006 through and including 2009 – 2010 there shall be a special annual dues assessment of ten dollars for all active members and five dollars for all active education support professional members to be used to make supplemental contributions to the Association Pension Plan.

B. Reserve Membership

1. Reserve membership shall be available to any active member who is on unpaid leave, (including a leave for recall or temporary disability status but not including military leave) or who is challenging his or her involuntary termination from employment. A person on unpaid leave as described above shall be obligated to pay three-quarters’ annual dues if receiving three-quarters’ annual salary or less, one-half annual dues if receiving one-half annual salary or less, and one-quarter annual dues if receiving one-quarter annual salary or less. Reserve membership shall also be available to any student who has never been eligible for active membership and who is enrolled in a full-time program of graduate study.

2. A person shall be eligible for reserve membership status if he or she satisfies the following two requirements:

   a. Membership in the appropriate category of membership, if available, during the current school year and the school year immediately preceding his or her eligibility for reserve membership;

   b. payment of the annual reserve membership dues of the Association.
3. The annual reserve membership dues of the Association shall be one-fourth the annual active membership dues of the Association.

4. Reserve members shall be entitled to such Association benefits and services as may be prescribed by the board of directors.

C. **Affiliate Membership**

1. Any person who is an active, dues paying member of an affiliate of the Association shall be entitled to affiliate membership in the Association.

2. Affiliate members shall be entitled to such Association services and benefits as may be approved by the board of directors.

D. **Student Membership**

1. Any person who is an active, dues paying member of Student PSEA and is a student member of NEA shall be entitled to student membership in the Association.

2. Associate membership shall be open to any persons serving as advisors to a student chapter as long as he or she is not part of a bargaining unit represented by PSEA.

3. Student members shall be entitled to such Association services and benefits as may be approved by the board of directors.

E. **Life Membership**

1. Any person who is an active member of the Association and who has paid the life membership dues of 20 times the annual active membership dues of the Association, effective December 31, 1972, shall be continued as an active life member of the Association, subject to the following qualifications:
   
a. Active, dues paying membership in the local association, if available, where such membership was required as a condition of Association life membership at the time of his or her enrollment;

   b. Active, dues paying membership in the National Education Association where such membership was required as a condition of Association membership at the time of his or her enrollment, or where the person became a member of the National Education Association subsequent to enrollment.

2. Any person who is no longer an active life member of the Association by reason of retirement shall be entitled to retired membership and to such Association services and benefits as may be approved by the board of directors.
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3. No person shall be enrolled as a life member of the Association after January 1, 1978.

F. Associate Membership

1. Any person interested in education shall be eligible for associate membership in the Association. Annual dues shall be twenty-five dollars.

2. Associate members shall be entitled to such Association benefits and services as may be approved by the board of directors.

G. Retired Membership

1. Any person who has retired from active service as a school employee and has paid the appropriate PSEA-R dues and is a retired member of NEA shall be entitled to retired membership; provided, however, that a person who became a retired member of PSEA in 1984-85 and has maintained continuous membership will not be required to become a retired member of NEA.

2. Retired members shall be entitled to such Association services and benefits as may be approved by the board of directors.

3. The board of directors shall establish a dues structure for retired members.

4. PSEA-R shall be entitled to such representation in the Association non-governance structure as may be approved by the board of directors.

H. Substitute Membership

1. Any person employed on a day to day basis in educational work in Pennsylvania shall be entitled to substitute membership in the Association.

2. The board of directors shall establish the dues for substitute members and shall determine the Association services and benefits to which they shall be entitled.

I. Education Support Professional Membership

1. Any person actively engaged in educational support work in Pennsylvania shall be entitled to Education Support Professional membership in the Association. An Education Support Professional member must satisfy the following requirements:
   
a. Membership in the National Education Association, where eligible, and in a local association where available;

   b. Eligibility under applicable laws and regulations to serve in the educational support position in which employed; and
c. Payment of the membership dues and assessments of Education Support Professional members.

2. Education Support Professional members shall have all of the rights and privileges of active members in the Association unless specifically provided otherwise in these bylaws.

3. Membership dues and assessments of Education Support Professional members shall be as follows:

   a. Twelve- and eleven-month employees shall pay one-half the dues of active members of the Association;

   b. Ten- and nine-month employees shall pay one-quarter the dues of active members of the Association;

   c. Those working four hours per day or less shall pay one-eighth the dues of active members of the Association.

ARTICLE III Regions

A. A region shall consist of local associations and coordinating councils which are within the geographical boundaries of the region.

B. There shall be at least 5,000 active members of the Association or major fraction thereof in every region. Should the active membership in any existing region fall below that number, the board of directors shall, as soon as practicable, reappoint the affected region so as to guarantee continued region status and representation on the board of directors, provided that the governance rights of other regions shall not be adversely affected by virtue of the reappointment.

C. Subject to the approval of the board of directors, 5,000 active members of the Association or major fraction thereof who are employed in institutions of higher education may form a statewide region. The same shall be true for administrator members as long as there is no all-inclusive local association within the state.

D. The following regions shall elect their officers in odd-numbered years: Central, Eastern, Mideastern, Southern, Southwestern. The other regions — Central-Western, Midwestern, Northwestern, Western, Northeastern, Southeastern — shall elect their officers in even-numbered years. The board of directors shall establish a timetable for the election of officers in any new region.

E. The term of a region representative to the board of directors shall be two years, beginning at the start of the fiscal year.

F. The duties of the region officers shall be described and defined in the region constitution and bylaws.
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G. Each region shall hold an annual house of delegates prior to the annual meeting of the House of Delegates.

H. Each region shall have an executive committee composed of the region officers and such other representatives as may be provided for in the region constitution and bylaws.

I. Region expenses shall be borne by the Association in accordance with the policy of the board of directors.

J. The Education Support Professional Region shall consist of local education support professional associations and education support professional members of an all-inclusive local associations throughout the Commonwealth of Pennsylvania.

K. Regions may assess members in their region to cover expenses not otherwise covered by Association appropriations, if duly approved in region constitution and/or bylaws, as necessary. Such expenses may include full-time or part-time release of one officer, funding of region programs, assistance to local associations for grievance arbitrations, assistance to small local associations for attendance at region functions, assistance to locals in crisis, or such other expenses as specifically approved by the board of directors in the Association fiscal policy.

ARTICLE IV  Board of Directors

A. The board of directors shall have the following powers and duties:

1. To carry out the mandates of the House of Delegates, to establish Association policies which are not inconsistent with these mandates, and to perform such other duties as may be required by the constitution and bylaws;

2. To censure, suspend, or expel a member of the Association for reasons which are described in the constitution and bylaws and in a manner which guarantees the due process rights of the member;

3. To establish appointive commissions and committees, to fill vacancies thereon, and to define their functions, duties, and power;

4. To censure, suspend, or expel members for conduct which is inconsistent with the Association's stated purpose and objectives. No member, however, shall be so disciplined without due process. The board of directors shall also have the authority and the power to reinstate members;

The Professional Rights and Responsibilities commission shall have the power to investigate cases of alleged violations of the Code of Ethics. After investigation, due notice, and hearing, the Professional Rights and Responsibilities commission shall have the power to recommend to the board of directors, censure, suspension, or expulsion of any member for violation of the code.
The Education Support Professional Review Committee shall have the power to investigate cases of alleged violations of education support professional member responsibility. After investigation, due notice, and hearings, the Education Support Professional Review Committee shall have the power to recommend to the board of directors censure, suspension, or expulsion of any member for such violation.

The Professional Rights and Responsibilities Commission or the Education Support Professional Review Committee, after investigation, due notice, and hearing, shall have the responsibility to recommend to the board of directors the application of a sanction to any member, individual, or agency. The board of directors shall have the power to review and to accept, reject, or modify after hearing, if requested, the recommendation of the professional rights and responsibilities commission.

The board of directors shall have the power to review and to accept, reject, or modify after hearing, if requested, the recommendation of the Professional Rights and Responsibilities Commission and the Education Support Professional Review Committee.

Any member subject to censure, suspension, or expulsion shall have a right to appear in his or her own behalf before the board of directors. The board of directors shall have the power to reinstate any suspended or expelled member.

5. To call special meetings of the House of Delegates by a three-fourths vote of its voting members;

6. To represent the Association in negotiations with bargaining unit members;

7. To employ and fix the employment terms and conditions of bargaining unit members;

8. To employ, terminate, and fix the employment terms and conditions of an executive director and other management employees, with each employment contract not to exceed four years;

9. To appoint a qualified accountant to audit the books and funds of the Association;

10. To budget and allocate Association funds, to approve the expenditure of Association funds for purposes not expressly budgeted, and to fix the amount of a surety bond;

11. To approve the establishment of new local associations and regions;

12. To set the time and place of the annual meeting;
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13. To prepare and recommend to the House of Delegates for its adoption, the order of business and the standing rules for each meeting of the House of Delegates;

14. To delegate such duties as it deems appropriate and to perform such duties and exercise such powers which are expressly or by implication provided for in the constitution and bylaws.

B. A majority of the officers shall constitute a quorum of the board of directors.

C. Members of the Association's board of directors shall not be personally liable for monetary damages for any action taken or for any failure to take any action, except as provided for the Director's Liability Act of 1986.

ARTICLE V Executive Officers

A. The president shall have the following powers and duties:

1. To represent the Association as spokesperson on policy matters;

2. To serve as chairperson of the board of directors;

3. To serve as an ex-officio member without vote on all committees which are approved by the governing bodies of the Association;

4. To report at each meeting of the House of Delegates as to the disposition of resolutions and new business items adopted at the preceding meeting of the House of Delegates;

5. To serve as the chairperson of the House of Delegates;

6. To serve as an alternate for the Association representatives on the National Education Association board of directors, consistent with Association policy;

7. To sign jointly with the executive director for disbursements from the general fund;

8. To nominate the members of all Association appointive committees and commissions; and
9. To perform such other functions as may be approved by the board of directors or which are customarily assumed by the chief executive officer of an association, including the right to delegate certain duties to the officers and to the executive director.

B. The vice president shall have the following powers and duties:

1. To perform the duties of the president in the absence of the president; and

2. To perform such duties as are delegated by the president.

C. The treasurer shall have the following powers and duties:

1. To serve in the preparation of the Association's annual budget;

2. To receive all moneys of the Association and to pay out the same upon order of the board of directors;

3. To furnish a surety bond, as fixed by the board of directors;

4. To report to the board of directors at its monthly meetings all Association receipts and disbursements;

5. To have the Association's annual report published in the official Association Voice and in the program of the meeting of the House of Delegates next following the close of the fiscal year; and

6. To perform such other duties as may be assigned by the board of directors.

ARTICLE VI Executive Director

A. The executive director shall have the following powers and duties:

1. To keep a record of the proceedings of the board of directors and the House of Delegates;
Organization, History & Structure

2. To prepare vouchers, signed by the president;

3. To recommend the employment of bargaining unit members and management employees; and

4. To carry out those administrative functions which are assigned by the board of directors or which are customarily performed by the chief administrator of an association.

ARTICLE VII House of Delegates

A. The House of Delegates shall have the following powers and duties:

1. To initiate general policies of the Association;

2. To conduct the business of the annual meeting as prescribed in the standing rules;

3. To elect, on ballot forms prepared by the board of directors, the executive officers of the Association;

4. To elect, on ballot forms prepared by the board of directors, the Association representatives to the National Education Association board of directors and three alternates including the president. The president's term as alternate shall coincide with his/her term as president. The other two shall be elected in accordance with the requirements set for the Association representatives to the National Education Association board of directors;

5. To recall an executive officer of the Association;

6. To exercise all other powers which are customarily conferred upon the supreme governing body of an association.

B. Delegates shall not be seated at the annual meeting until they have presented a certificate of election signed by an officer of the body which they represent.

C. The delegation of a local association whose members' dues and/or assessments are in arrears and delinquent for the previous year or years and are not paid in full by October 15 following the end of the fiscal year, shall be refused seating at the December meeting of the House of Delegates. If the above – mentioned delinquent dues are not paid by February 15, the delegation of the association shall be refused seating at the May House of Delegates. When such instance occurs, PSEA shall, upon the recommendation of legal counsel, cause to have the accounting record of the local association examined by an independent certified public accounting firm, said costs to be paid by PSEA.

ARTICLE VIII Coordinating Councils

1. In order that there may be coordination of interest and activity within the geographical area of the county or intermediate unit of which there is more than one local association, a coordinating council which shall include in its structure representatives of the local
associations within the area of the county or intermediate unit may be organized with the approval of the executive committee of the region.

2. The duties of the coordinating council shall be to assure communications and coordination of activities among the local associations, the region, and the Association.

3. The coordinating council's powers shall be those approved by a majority of the participating local associations and the board of directors.

4. Each coordinating council shall be financially supported through the payment of equitable contributions made by each of the constituent local associations according to the budgetary requirements approved by the coordinating council and ratified by a majority of the constituent groups.

**ARTICLE IX  Local Associations**

1. A local association may be organized by the active members within a school district, intermediate unit, vocational-technical school, or institution of higher education.

2. A local association may establish categories of membership which are consistent with the Association's categories of membership.

3. A local association may take any of the following forms:
   
   a. Exclusively non-administrative and non-supervisory members ("Teacher Only");

   b. Any combination of non-administrative and non-supervisory members, education support professional members, and administrative and supervisory members ("All Inclusive");

   c. Exclusively administrative and supervisory members ("Administrator Only").

   d. Exclusively education support professional members ( “Education Support Professional Only”)

   For purposes of this section, “non- administrative and non – supervisory members” shall not include education support professional members.

4. If there is no local association in a unit described in paragraph one above, an active member from that unit may enroll for membership in another local association.

5. Administrators and supervisors who are active members of the Association, who are ineligible for membership in an all-inclusive local association, and who are employed in the same region may form a region-wide local association as long as there is no all-inclusive local association in that region.

6. Active members of the Association who are employed in institutions of higher education and in the same region may form a region-wide local association.
7. Local associations shall require recognition and approval by the board of directors upon recommendation of the region executive committee.

8. Local associations shall adopt the code of ethics of the Association.

9. Local associations shall be reviewed by the Association for compliance purposes at least once every five years.

10. Local associations shall have the same membership year as the Association.

**ARTICLE X Remedies**

A. *Trusteeship*

In recognition of the fact that the Association has provided and will continue to provide assets to establish and strengthen local associations and in recognition of the fact that, at any moment in time, local association and the Association assets are merged, in recognition of the Association’s duty to all PSEA members to assure compliance with the Association governing documents and policies, it is necessary and desirable to protect Association assets and the welfare of Association members as follows:

1. The Board of Directors of PSEA, upon the request by a majority of active members of the local association or by the region executive committee or by a majority vote of the Board of Directors of the Association, may by a two-thirds vote, impose a trusteeship upon a local association, if it finds there is credible evidence of any one of the following:

   (a) Theft or conversion of assets or serious or imminent danger of theft or conversion of assets.
   (b) Fraud by any responsible local association official which endangers the integrity or safety of assets;
   (c) Transfer or misappropriation of assets to an unauthorized third party or serious or imminent danger of such transfer or misappropriation;
   (d) Negligent care or custody of assets creating danger to the integrity or safety of assets;
   (e) The Local Association’s conduct is in serious conflict with the Association’s governing documents, its policies, or the welfare of the members of the local association.

2. The imposition of the trusteeship shall become effective immediately upon the finding by the Board of Directors, after a preliminary hearing. All local association officials shall cooperate immediately in the establishment of the trusteeship.

3. A full hearing shall be held as soon as practicable before the Board of Directors to determine whether there is need to continue the trusteeship. In addition, a full and accurate accounting and inventory of all assets shall be accomplished in an expeditious manner.
4. Should it be determined that the trusteeship need be continued, it shall be continued only so long as necessary to reestablish proper local association controls, to correct conduct in serious conflict with the Association’s governing documents, its policies, or the welfare of the members of the local association, and to assure that assets being held for PSEA or other parties having a proper claim are properly distributed. All assets belonging to the local association shall be returned to the control of the local association as soon as these ends are accomplished.

5. The Board of Directors shall appoint one or more trustees to assume control of the local association under trusteeship. The trustee or trustees shall be active members of the Association who are employed in the local association’s region.

B. Recall

1. An executive officer of the Association may be recalled from office by two-thirds vote of the registered delegates to the House of Delegates. Recall shall be initiated by a recall motion signed by at least 200 delegates representing at least five regions.

C. Member Discipline

1. A member may be censured, suspended, or expelled for a violation of the code of ethics of the Association or for conduct which is inconsistent with the Association's stated purpose or objectives.

2. Any member who is not current with his or her financial obligations to any local association, the Pennsylvania State Education Association, or National Education Association shall not be entitled to represent the Association in any elected, appointed, or official capacity.

3. A charged member shall be provided with due process guarantees.

ARTICLE XI  Non-Governance Structure

A. Elective Committees

1. The two elective committees of the Association shall be the Committee on Resolutions and the Committee on Legislation.

2. The Committee on Resolutions shall report to the Association at the annual meeting of the House of Delegates.

3. The Committee on Legislation shall prepare and propose to the House of Delegates a legislative program and shall work actively to secure the enactment into law of such measures as are approved by the Association. It shall scrutinize all proposed legislation tending to affect education in the state and shall seek and
execute the instructions of the board of directors concerning it. It shall report at the annual meeting of the Association.

4. Unless otherwise provided in the bylaws, the composition of each committee shall reflect the composition of the board of directors with each region being entitled to the same number of committee members as region representatives and with Student PSEA and the respective departments being entitled to a single representative each.

5. Region committee members shall be elected by the region house of delegates for two-year terms, beginning the September 1 following their election. When a region is entitled to more than one committee member, the members shall be elected to serve overlapping two-year terms with one member being elected each year. The timetable for elections to the two committees shall be established by the board of directors with the concurrence of each region executive committee.

6. The chairpersons of elective committees shall be elected by the committees from their membership.

B. Appointive Committees and Commissions

1. Unless otherwise provided in the bylaws, the composition of any standing appointed committee, commission, council or board shall be determined at the time of its establishment. Where the composition of such an appointed group, at the time of its establishment, was based on the composition of the board of directors, subsequent changes in region representation on the board of directors shall be reflected in region representation on the appointed group. Each region shall be entitled to at least one representative.

2. The appointive committees and commissions of the Association shall be the intergroup relations commission, the professional rights and responsibilities commission, and such other commissions and committees as may be established by the board of directors.

3. The commission on professional rights and responsibilities shall be responsible for recommending to the House of Delegates the adoption and revision of the code of ethics and bill of rights. It shall inform the members of the Association of the provisions of these codes and shall promote and encourage professional conduct commensurate with the high standards set forth therein. The commission shall also recommend to the board of directors procedures to be adopted for the determination of issues arising from the violation thereof. It shall perform such other duties and exercise such other powers as are required by the constitution and bylaws of the Association or are delegated to it by the board of directors. It shall report at the annual meeting of the Association.

4. The commission on intergroup relations shall make recommendations to the Association on matters which involve intergroup relations. It shall initiate proposals for improving intergroup relations in schools and for ensuring equal educational opportunity for every child in the Commonwealth of Pennsylvania.
shall also perform such other duties and exercise such other powers as are
delegated to it by the board of directors. It shall report at the annual meeting of
the Association.

5. The chairpersons of committees and commissions shall be elected by the
committees and commissions from their respective memberships.

C. **Council on Instruction and Professional Development**

1. The Council on Instruction and Professional Development shall consist of
members elected from the regions, a member elected from PSEA – Retired, the
presidents or their designees of the recognized departments of the Association, an
ethnic minority representative, and the president of Student PSEA. Each elected
member shall serve for a two-year term.

2. Region representation on the council shall be as follows: (1) three members from
each of the Eastern, Western, Southern, and Mideastern regions; and (2) two
members from each of the other regions.

3. Timetables for elections shall be established by the board of directors with the
concurrence of the region executive committees.

4. A majority of the region members of the council shall constitute a quorum to do
business. The chairperson of the council shall be elected by the council from its
membership.

5. The council shall meet at least six times annually. The chairperson may call
additional meetings, subject to the approval of the president and upon the written
request of the majority of its region members.

6. The council shall promote the educational objectives of the Association and
advise and make recommendations to the board of directors. It shall promote
workshops, clinics, conferences, and other meetings in order to improve
instruction, perfect the art of teaching, and advance the professional education
program of the Association.

D. **Departments**

1. The following departments are authorized: Department of Administration and
Supervision, Department of Higher Education, Department of Pupil Personnel
Services, and Department of Vocational and Practical Arts Education.

2. Each department shall have such officers as are necessary. Their terms of office
shall not exceed two years, and their election shall be conducted in accordance
with the constitution of the applicable department.

3. The president of each department shall have general control and supervision of
the annual business meeting and other conferences or workshops of the
department. The president shall cooperate with the president of the Association in
Organization, History & Structure

directing and vitalizing the activities of the department to the end that the policies and program of the whole Association may be properly integrated.

4. A department may decide the time and place of its annual business meeting, subject to the approval of the board of directors.

5. Each department shall have an executive committee composed of its officers and such other representatives as provided in the constitution and bylaws of the department.

E. Affiliates

1. The board of directors shall be empowered to affiliate with the Association any organization whose purposes and objectives are consistent with those of the Association.

2. Affiliation shall be consummated through an affiliation agreement approved by the board of directors.

ARTICLE XII Expenses

1. The ordinary expenses of the Association, the IPD council, regions, departments, commissions, and committees and their officers, as determined by the board of directors, shall be borne by the Association.

ARTICLE XIII Special House of Delegates

1. A special House of Delegates shall be called by the president upon the presentation of a petition signed by at least five percent of the active members of the Association from at least half of the regions, provided such petition shall contain at least 4,000 signatures. The call shall describe the business to be conducted at the special House.

2. Upon receipt of the petition, the president shall within five days issue a call to delegates. The special House shall be held within 45 days of the receipt of the petition.

3. Each special House of Delegates shall be held in Harrisburg unless it is impossible to obtain a meeting site. In the latter case, the executive director shall locate and obtain a meeting site as convenient as possible for most of the delegates.

4. Only business stated in the call of the meeting may be conducted at a special House of Delegates.

ARTICLE XIV Association Pension Plan Directors

1. The pension plan directors shall consist of seven members as follows: (a) the president of the Association; (b) the executive director of the Association who shall be a nonvoting member; (c) a member of the board of directors elected by the board of directors; (d) two
employees of the Association elected for three-year terms by the Association employees; and (e) three members of the Association elected at large for three-year terms by the House of Delegates. The House of Delegates shall elect one for a three-year term each year in accordance with the succession in effect at the time this article is adopted. Where there is only one nominee before the House of Delegates, the chair shall declare such nominee elected. The president of the Association shall be the chairperson; the executive director of the Association shall be the secretary.

2. The pension plan directors shall have complete control of the administration of the plan for employees of the Association as adopted by the House of Delegates on December 27, 1950, and subsequent amendments adopted in accordance therewith.

ARTICLE XV Permanent Fund and Headquarters

1. All duties formerly held by the trustees of the permanent fund and permanent headquarters shall revert to the board of directors. They shall review annually the investment of all moneys of said fund and shall receive appropriate reports of investments made on the advice of the investment counselor which shall be in bonds properly issued by the several school districts of Pennsylvania or in municipal bonds in which savings banks of Pennsylvania are authorized by law to invest their deposits and any securities that are considered legal for trust accounts in the Commonwealth of Pennsylvania. Additions to the permanent fund shall be made only on recommendations of the board of directors.

2. Money may be withdrawn from the permanent fund for purposes recommended by the board of directors when appropriated to such purposes as are approved by the board of directors.

ARTICLE XVI Effective Date

1. All subdivisions and members of the Association shall make any changes necessary to conform with the provisions of this constitution and bylaws prior to their effective date. The interpretation of the manner of effecting such changes shall be vested in the board of directors.
## READY REFERENCE DATA SHEET

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<thead>
<tr>
<th>Position</th>
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<tr>
<td>President</td>
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<td>UniServ Representative</td>
<td></td>
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</tr>
<tr>
<td>PSEA Headquarters</td>
<td>400 North Third Street</td>
<td>800-944-PSEA</td>
</tr>
<tr>
<td></td>
<td>P.O. Box 1724</td>
<td>717-255-7000</td>
</tr>
<tr>
<td></td>
<td>Harrisburg, PA 17105-1724</td>
<td></td>
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<tr>
<td>NEA Headquarters</td>
<td>1201 16th Street, N.W.</td>
<td>202-833-4000</td>
</tr>
<tr>
<td></td>
<td>Washington, DC 20036</td>
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<td>PSEA Member Benefits</td>
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### ABBREVIATIONS

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<tr>
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<td>BER</td>
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<td>BEST</td>
<td>Burnout Education Stress in Teaching</td>
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<tr>
<td>CB</td>
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<tr>
<td>CER</td>
<td>Comprehensive Evaluation Report</td>
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<td>Early Development of Great Educators</td>
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<td>Independent Regulatory Review Commission</td>
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<tr>
<td>TEACH</td>
<td>Teacher Effectiveness in Classroom Handling</td>
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TLC Teaching Through Learning Channels  
UC Unemployment Compensation  
VPAE Vocational and Practical Arts Education (PSEA)  
WC Worker's Compensation  

**REGION ABBREVIATIONS**

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<td>ESP</td>
<td>Education Support Professionals</td>
</tr>
</tbody>
</table>
PSEA BOARD OF DIRECTORS

EXECUTIVE OFFICERS

PRESIDENT
James R. Weaver
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TREASURER
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(S) 814-926-4631
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Marc Howshall
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(S) 724-668-2237
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Jerry Oleksiak
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(S) 610-265-7583

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ASSOCIATION FILES

Each local is advised to create a central secure location for storage of vital materials relative to the general operation of the local and the history of bargaining with the district. The following items are suggested for inclusion in such files and should be continually updated by successive local leaders:

- Constitution and By-Laws
- Collective Bargaining Contracts
- PLRB Unit Certification and all Amendments
- Grievance Settlements
- Arbitration Decisions
- Communications with the Administration and School Board
- Association Contract Proposals
- Board Contract Proposals
- Unit Seniority List
- Projected Salary Schedule Costs for all Contracts, Including Projected Average Salaries for Each Year of the Contract
- Court Decisions Involving the Association
- Act 48 Professional Development Plan
- District Strategic Plan
- Teacher Induction Plan

LOCAL CONSTITUTIONAL REVISIONS

All local Constitutions need to be in compliance with the State and National Constitutions. Some locals are exploring mergers with ESP locals within their educational institutions. In these situations, it is extremely important to amend the Constitution and By-Laws to provide for proper structure and member rights. The governing document is essential to a democratic process which assures representation in the policy-making process. Your UniServ office will be able to help you evaluate your current document in light of organizational requirements.

CRISIS MANAGEMENT

From time to time, every local association finds itself in the midst of a tunnel cloud as a crisis threatens to destroy the very core of the organization.

While we often equate crisis with negotiations impasses or strikes, association leaders need to recognize that crises can come in many forms. Sometimes, a crisis is confined to the membership, while at other times it can involve an entire community.

The definition of a crisis is any situation which causes a disruption in the normal, daily activity of the members, and which causes a heightened sense of anxiety. And while crises may seem to escalate quickly, in most cases, it often takes months, or sometimes even years for a situation to reach a crisis level.

While it may be impossible for association leaders to avoid every crisis, there are some basic steps to help associations survive almost any crisis. By following these steps, and asking for
assistance from PSEA, a local association can often minimize damage and restore normalcy to the situation.

I. **Analyze the situation**

When a crisis erupts, it is our first instinct to react quickly and to put out all of the fires at one time. However, experience tells us that the best possible strategy is for the association leaders to find a quiet place, and to spend some time carefully reviewing the situation.

The first rule is that everyone within the group should leave blame and anger at the front door. The meeting should focus on how the crisis erupted and who the players are in the situation.

II. **The members are our first audience**

The group should recognize that regardless of what kind of crisis they are facing, the members are the most important audience. Every decision should first be shared with the members. If the members assume ownership over the crisis plan, it is more likely to succeed. It is critical that all members have the same information, and are addressing the issues based on the strategy put together by the association. After the members are on board with the plan, then the association can concentrate on the other audiences, such as the media and the public.

III. **Brainstorming possible strategies**

Association leaders should spend time discussing possible strategies for resolving or minimizing the crisis. During this session, association leaders should answer the following questions:

1. When did this situation first develop?
2. How is it impacting our members?
3. Are there mistruths and rumors being spread about our positions regarding this situation?
4. Do the members support our position on the situation?
5. Do we have any other allies in the community, who also support our position on the issue?
6. Where does the media stand on the issue?
7. Where does the public stand on the issue?
8. Is it possible to change people's attitudes on this issue?
9. Do we need help from PSEA?
10. Can we rely upon our members to be part of the campaign?
11. What kind of deadline are we up against?
12. What kind of resources do we have to wage a campaign?
13. Are there other associations who can give us advice?
14. Who are our target audiences in this crisis?
Now that the association has reviewed its situation, the next step is to consider how to help resolve the crisis. While every crisis is unique, there are some basic ground rules for good communications that should be considered:

1. Face to face communications is always best. PSEA offers coffee klatch training for both internal and external audiences. This program is designed to physically pull the two sides together and open a healthy dialogue about the issues.

2. If the crisis deals with an internal issue that is disrupting the membership, association leaders may call on their UniServ Representative for mediation and advice about the situation. For example, if the crisis involves low morale, the association may be interested in having an assessment done by PSEA's Communication/Organizing Program Staff. The results of the assessment may help leaders in pinpointing where changes need to be made. If the crisis involves a professional issue, association leaders can choose from a complete list of training programs offered by PSEA's Education Services Department.

3. If the crisis involves the school board, the association may want to have their COM team representative in for a visit to discuss how to deal with the situation. The association may also want to consider its long range goals of selecting and helping to elect pro-education school board members.

4. If the crisis has hit the local media, the local association should get in contact with their COM team representative to determine an appropriate strategy. Often times, it is best to allow a crisis to die down, instead of fanning the fires. Or the association may want to consider dealing with the issue head on by visiting the editorial board of the local newspaper, or visiting the news director of the local television station.

5. If the crisis is mostly focused on the community, the association will have to work together to help change attitudes, or at least, to get factual information to the community. Association leaders can ask their COM team representative for help in putting together a crisis community relations plan, and an ongoing "after the crisis" plan. The COM team offers a variety of community relations workshops, which help associations to assess their relationships with their communities, and to implement strategies to improve their public image.

**BUDGETING**

*What is "budgeting"?*

- An orderly process used to define goals and objectives for the organization.
- A method of establishing priorities for the allocation of available resources.
- The development of the financial plan for the organization.

*What is a "budget"?*

A budget is a printed document that expresses goals and objectives in terms of dollars allocated to their achievement. The goals established should be both reasonable and attainable. The budget is a guideline for spending and should not be considered absolute or inflexible.
Local Operations

The budget should be based on estimates of income and expenditures gathered from the best information available at the time of preparation. There should be wide participation in its development, especially by those responsible for its implementation. The budget, in its final form, should be completed before the date it is to become effective.

**How should I develop a budget for our local association?**

The steps that follow are suggestions for your consideration. Evaluate them as they relate to your association and the needs of your members.

1. **Select a Budget Committee.** The members could include the treasurer, president-elect, and one or two "at-large" members of your Association. Keep this committee fairly small, even if your association is large, since later steps in the budget process will involve the rest of your members.

2. **Establish a timetable for the completion of the various stages of the development process.** Work back from the date the budget must be adopted by your local's delegate body. The body authorized to adopt the budget should be specified in your local's constitution (total membership or assembly, or Executive Board, etc.).

3. **Develop a method for determining the general desires and needs of your members.** This may be best accomplished through a general membership meeting, building meeting, an individual member questionnaire, informal meetings, or a combination of some or all of these.

4. **Compile the results of the survey conducted in Step 3.** Distribute the results to the appropriate officers and chairpersons of local committees. Request that these individuals develop programs that reflect the survey results, and submit the budget requests to the Budget Committee within the timetable established in Step 2.

5. **Compile the budget requests as submitted by those individuals assigned this task in Step 4.** Categorize the requests under the headings included in your Chart of Accounts.

6. **Submit the compiled budget requests to the officers and Executive Board for consideration and evaluation.** Projected income now becomes significant as it relates to your local Association's ability to finance the proposed program. It is suggested that the president-elect chair the Budget Committee and the evaluation session conducted by the Executive Board, since the recommended budget will be the president-elect’s responsibility to administer when that person becomes president.

7. **Take the recommended budget back to the members for their information and reaction.** If a local dues increase is necessary, this is the time to explain the programs that can be provided by the increase.

8. **Following adoption of the budget, turn it over to the treasurer for implementation.**
TREASURER'S CHECKLIST

The responsibility of the local association treasurer is to be involved in all financial activities of the local association. Treasurers should be certain that their names are on file with PSEA, so that important notices will reach them properly. Every local association treasurer should have a copy of PSEA's Treasurer's Manual. This is available in hard copy or on CD and is updated each year.

The Local Association Treasurer is expected to:

1. Receive and deposit all of the income of the local association.
2. Pay such funds on orders signed by the treasurer, the president, and/or secretary, unless otherwise provided.
3. Keep an itemized record of all payments and expenditures.
4. Maintain records including all accounts and, where necessary, file reports needed to maintain the appropriate status of incorporation with the Internal Revenue Service.
5. Make such reports as may be required by the constitution and by-laws or by order of the president.
6. Prepare an annual report for the association.
7. Present for audit all necessary records to the proper persons.
8. Assist the other officers in preparing the budget for the coming year.
9. Serve as a member of the association executive committee.
10. Work with the membership committee to:
    a. Be responsible for all money received;
    b. Make remittance of dues money to PSEA;¹ and
    c. Verify accuracy of payroll deduction for dues.
   d. Verify accuracy of PSEA membership records.

REQUIRED DISCLOSURE LANGUAGE

The Budget Reconciliation Act of 1987 which was signed into law by President Reagan on December 22, 1987, requires that tax exempt associations provide standard disclosure language on all written communications which solicit funds.

Contributions made to a tax exempt organization are not deductible for income tax purposes as charitable contributions. Failure to disclose this message could result in significant fines against the associations.

The language PSEA suggests that locals use is:

Dues payments and contributions to FPAC, SPAC, and Local PAC, if applicable, are not deductible as charitable contributions for federal income tax purposes. Dues payments may be deductible as a miscellaneous itemized deduction.

All PSEA documents, including enrollment and PACE contribution forms will contain the new language. Local forms, including payroll deduction authorization forms, can be modified with a stamp provided by PSEA until supplies run out and it’s time to reprint.

¹ Failure to make remittances on time could result in denial of participation in policy-making functions (House of Delegates, etc.)
TAX EXEMPT STATUS

Does a local association have any IRS requirements?
Yes. All local associations must file for tax exempt status. This is a one time filing which will exempt the organization from federal corporate income tax. Unless tax exempt status is obtained, an organization must file regular income tax returns.

Does exemption from federal income tax also mean that a local association is exempt from Pennsylvania sales tax on the purchase of supplies, equipment, and services?
No. Your local association is still subject to sales tax.

How does a local association apply for tax exempt status?
Your local association can become tax exempt by filing Form 1024 and Form 8718 with the Internal Revenue Service.

Is a local association automatically exempt by completing and filing the necessary papers?
No. The IRS will review the application for tax exemption status and will issue a determination letter. The determination letter will advise you of its decision and state the exempt classification which has been issued to the association. Preferably the classification should be 501(c)5.

Are there other IRS requirements for a local association?
Yes. All local associations must obtain an Employer Identification number. This number is to an association what a social security number is to an individual.

How does a local association obtain an Employer Identification number?
An Employer Identification number can be obtained by completing Form SS-4 and mailing it to the IRS.

If there is doubt as to whether or not a local association has obtained tax exemption and/or an Employer Identification number, is there any way of determining the local's status with IRS?
Yes. If there is a possibility that the local has received a tax exempt determination letter and/or identification number, an inquiry may be forwarded to the following address:

   Internal Revenue Service
   EP/EO Division
   P.O. Box 17010
   Baltimore, MD  21203

Are there any reporting requirements to which our Association must adhere as a result of gaining tax exemption?
Yes. You must file an annual Form 990 on or before the 15th day of the fifth month following the close of your fiscal year. An exception to the filing requirement is made for local associations with annual gross receipts of $25,000 or less. If a Form 990 with a
Local Operations

pre addressed label is received and the local association has gross receipts of $25,000 or less, box "H" on page 1 indicating insufficient gross receipts should be checked, the form signed, and sent to the Internal Revenue Service. This will relieve the Internal Revenue Service of the duty of contacting your Association for the reason for non filing.

What comprises "gross receipts"?
"Gross receipts" would include any income or revenue received by your association during its annual accounting period from all sources without reduction for any costs or expenses. Included in gross receipts would be the dues of your local association, interest, contributions, and most other amounts received. Gross receipts do not include PSEA-NEA dues and SPAC/FPAC contributions collected by your local association on behalf of your affiliate organizations.

Is there a penalty for not filing the 990 Form?
Yes. For any local association with gross receipts exceeding $25,000, failure to file a 990 Form on or before the 15th day of the fifth month following the close of a fiscal year may mean a fine of $10 per day up to a maximum of $5,000.

FUNDRAISING

SCHOLARSHIP FUNDS

Unless a scholarship fund has been separately established from the local and has obtained tax-exempt status under sections 501 (c) (3) and 509 (a) (1) or (2) of the Internal Revenue Code, contributions to the scholarship fund are not tax deductible by the donor. It is important that the association notify contributors of this in any verbal or written solicitations.

A separate scholarship fund may be either chartered or incorporated. Federal forms 55-4 and 1023 must be filed for tax exempt status. The IRS also requires yearly informational returns.

The fund must also comply with the Pennsylvania Non-Profit Corporation Law, 15 Pa. C.S.A. Section 5301 et seq., and will have to file a registration statement, including financial statements, with the Department of State's Bureau on Charitable Organizations pursuant to the Pennsylvania Charitable Organization Reform Act, 10 Pa. C.S.A. Section 161.1 - 161.19. The fund's governing instrument must also require the distribution of income and prohibit self-dealing in accordance with the Charitable Instruments Act, 10 P.S. Section 201-206.

Besides tax-exempt status, another advantage of establishing a separate scholarship fund is that, if small games of chance have been approved by the local municipality, the fund will be able to conduct small games of chance two years after it is established.

Region attorneys may be able to assist locals in establishing a separate fund and meeting filing requirements; however, this would not be an employment-related matter typically covered by the Legal Services Program. The scholarship fund would have to work out a fee arrangement with
Local Operations

the attorney. PSEA can provide assistance by providing sample trust documents and forms 55-4 and 1023.

**SMALL GAMES OF CHANCE**

In 1988, the Pennsylvania legislature passed the Local Option Small Games of Chance Act (10 P.S. Sections 311-329).

No organization, however, may conduct small games of chance unless the voters of the municipality have approved it in a referendum pursuant to Section 14 of the Act (10 P.S. Section 329).

Section 4 of the Act allows "every club to which a license has been issued under the provision of this act" to "conduct games of chance for the purpose of raising funds for legitimate club purposes." A PSEA local is not permitted to conduct a game of chance because it is not a "club" or "not-for-profit religious or charitable organization" as defined in Section 3 of the Act. Under the Act, a "charitable organization" is a not-for-profit group or body of persons which is created and exists for the purpose of performing a humane service; promoting the good and welfare of the aged, poor, infirm or distressed; combating juvenile delinquency; or advancing the spiritual, mental, social and physical improvement of young men and women.

If a local association separately incorporated or chartered a scholarship fund, the scholarship fund would then fit the definition of a "charitable organization" and would be allowed to conduct games of chance. Section 3, however, requires that the club have been in existence for two years prior to its application for a license. Thus, the scholarship fund would have a two-year waiting period after it was established.

The licenses are obtained from the Department of Revenue at a fee of $100 per club and are renewable annually, Section 10 (a), (b). The games may be conducted only at the licensed premises, Section 10 (d) (4), at one location in the county, and the license must be displayed there [Section 10 (c)]. The only exception to this is that raffle tickets may be sold at other locations.

The only games of chance permitted under the Act are punchboards, lotteries, raffles, and pull-tabs. Sports pools are prohibited under the provision which states that "the particular chance taken by such person in any such game shall not be contingent upon any other occurrence or the winning of any other contest" (Section 3).

Section 5 of the Act places limitations on the cash prizes that may be awarded. No more than $500 may be awarded for one chance unless the club obtains a special permit. The club may not award any more than $5,000 in prizes within any seven-day period, nor more than $5,000 in prizes from raffles in any calendar month.

One important restriction in the school context is that persons under 18 are prohibited from playing or operating games of chance. This could include selling raffle tickets [Section 10 (b) (1)].

Further information on the incorporation of scholarship funds in included in that section.
APPLYING FOR GRANTS

Many school entities are turning to foundations as a source of funding for program areas stripped from budgets due to the reluctance of property owners to carry the burden of public education.

The first resource for Association members is the National Foundation for the Improvement of Education which is a foundation begun and maintained by members' voluntary contributions. NFIE believes that the key to education reform is giving educators the resources they need to make the changes they know from experience must happen. To accomplish this goal, the Foundation awards grants, training, and technical assistance to teachers to implement programs they design. Their projects are funded through one of NFIE's main programs which include

- Dropout Prevention Program, sponsoring student-centered programs designed and led by teachers,
- Christa McAuliffe Institute, fostering teacher leadership in exploring the art and science of teaching,
- Learning Tomorrow, guiding teachers in using new technologies to restructure their classrooms and schools, and
- Carr and Maehling Grants, sponsoring one-year programs promoting global awareness among students or professionalism among teachers.

NFIE provides assistance in applying for these grants in the form a video available from the Association's Professional Video Library, Box 509, West Haven, CT 06516.

Next on the list of resources are Pennsylvania's more than 2,300 foundations. The Directory of Pennsylvania Foundations is available in most colleges and universities as well as at the public libraries.

There's no reason to limit grant requests to the Commonwealth. There are more than 24,000 foundations in the United States. The Foundation Center publishes annually The Foundation Directory which is available at most libraries. This center is an independent national service organization established by foundations to provide an authoritative source of information on private philanthropic giving. The Center has established a network of library reference collections for free public use. In Pennsylvania, these are located at

- Northampton Community College, Bethlehem
- Erie County Public Library, Erie
- Dauphin County Library System, Harrisburg
- Lancaster County Public Library, Lancaster
- The Free Library of Philadelphia, Philadelphia
- University of Pittsburgh, Pittsburgh
- Economic Development Council of Northeastern Pennsylvania, Pittston

Because the collections vary in their hours, materials, and services, it is a good idea to call before visiting. To check on new locations or current information, call 800-424-9836. The Foundation Center also provides training in applying for grants if you stop in at their New York headquarters or Washington, D.C., or Columbus branches.

The more research you do on foundations, the better chance you have to secure a grant.
Local Operations

When you apply for a grant, follow this advice:

- Never miss a deadline.
- Do the budget first. Think of every possible expense that might be incurred—postage, phone, paper, your time.
- Talk to those who have been awarded grants.
- Get a partner—participations are more successful.
- Review the language of writing objectives and outcomes. Verbs are important.
- Do not use educational jargon. Many of the personnel who read the applications are outside the field.
- Proofread.
- Build an evaluation process into the application.
- Try to get some seed money from local organizations to show you have local support.
- Show that you have some plan to continue the work after the grant money has been expended. Foundations aren't into one-shot deals.

More help is available at PSEA's Education Conference which usually includes a mini-session on grants or grant writing, your nearest Intermediate Unit, and the Pennsylvania Academy for the Profession of Teaching. For district details required on applications, see your Chapter I staff.

CORPORATE STATUS

If the issue of incorporation surfaces in your local association, you should contact the PSEA legal office prior to taking any action.

POSTAL PERMIT STATUS

1. **What are the qualifications for permit status?**

   A local association's tax status is relevant to its qualifications for special third-class bulk mail rates. In order to qualify for the special third-class bulk rate, the applicant must fall into one of eight named categories: religious, educational, scientific, Philanthropic, agricultural, labor, veterans, and fraternal.

2. **Which category do we fit under?**

   Under postal regulations, a labor organization is defined as a "nonprofit organization whose primary purpose is the betterment of the conditions of workers" (Domestic Mail Manual, paragraph 623.236). Under the postal services' primary purpose test, a labor organization must have as its primary purpose the negotiation of grievances, labor disputes, wages, hours of employment, working conditions, etc., with employers. Both labor unions and employees' associations are cited by the postal service as examples of organizations meeting this primary purpose test.

3. **Must you have tax exempt status?**

   The question of whether or not an applicant is nonprofit, IRS tax exempt status, although not required in order to qualify for special third-class bulk rates, will, as a practical matter, greatly influence the issue. Moreover, a 501(c)(5) classification will create a
presumption that the organization qualifies for the special permit. Domestic Mail Manual, paragraph 640.121, provides:

Such exemption will be considered as evidence of qualification for preferred postal rates, but will not be the controlling factor in the decision. When an organization submits proof that it has been granted Federal income tax exemption under Title 26 United States Code Section . . . 501(c)(5) as an agricultural or labor organization . . . it will be considered as qualifying for the special bulk rates unless other evidence discloses some disqualification.

4. How do I apply?

Local Associations may apply for special bulk third-class rates by completing Postal Service Form 3624. If accepted, the applicant will receive a form entitled, "Authorization To Mailer." An annual bulk mailing fee of $40 must be paid once each calendar year at each post office where mailings will be deposited. The annual bulk mailing fee must be paid at or before the time of the first bulk rate mailing of each calendar year. Mailings at regular bulk rates may only be made at post offices where the annual bulk mailing fee has been paid. Postage may be paid by any of the following methods: meter stamps, pre-canceled stamps or pre-canceled stamped envelopes, or permit imprints. Postage is computed at pound rates on the entire bulk mailing to be mailed at one time. The minimum postage rate per piece at the basic rate is presently 5.2 cents per item. There are specific requirements concerning the preparation of materials for mailing, but in general, each mailing must include at least 200 identical pieces and must be sorted by zip code. For detailed instructions concerning specific mail preparation requirements, refer to Postal Service Publication 113.

**CONDUCTING AN EFFECTIVE AND EFFICIENT MEETING**

**TYPICAL AGENDA**

Basics for running the general membership meeting:

**THE BASIC DO'S**

1. Do inform membership well in advance of date, place, and time of meeting.
2. Do have a written agenda.
3. Do follow parliamentary procedure. Roberts’ Rules of Order must be strictly followed.
4. Do have all officers in attendance.
5. Do control the meeting. Use of gavel is important.
6. Do have a purpose for the meeting.
7. Do have printed minutes from previous meetings available.
8. Do set goals for your meeting and meet each one.
9. Do permit free and easy membership participation.
10. Do start the meeting on time.

**THE BASIC DON'TS**

1. Don't schedule a meeting without notifying membership well in advance.
2. Don't call a meeting simply to call a meeting.
Local Operations

3. Don't permit the secretary to read the minutes.
4. Don't let just a few members dominate meeting.
5. Don't read the agenda.
6. Don't excuse officers and other key local leadership types from meeting.
7. Don't run a meeting in a casual or informal manner.
8. Don't let meeting run so long that there is a loss of interest.
9. Don't forget about parliamentary procedure.
10. Don't become a dictator and argue with each member’s concerns.

FUNDAMENTAL PRINCIPLES OF A GENERAL MEETING

- Justice and courtesy for all
- Do only one thing at a time
- The majority rules
- Each proposition is entitled full and free debate
- The desires of the individual must be merged into a larger unit—the organization
- The purpose is to facilitate action—not to obstruct it

TYPICAL AGENDA (A Suggested Order of Business)

I. Calling Meeting to Order
II. Approval of Minutes
III. Reports of Officers (treasurer, president)
IV. Reports of Committees
   A. Standing Committees
   B. Special Committees
V. Special Orders
VI. Unfinished Business
VII. New Business
VIII. Announcements
IX. Adjournment

PARLIAMENTARY PROCEDURE

ORDER OF BUSINESS MEETING

Meeting Called To Order:

The president calls the meeting to order and makes the opening remarks.

"The meeting will come to order." (Opening Remarks)

Submission and Approval of the Minutes:

Secretary, seated by the president, submits the minutes.

"Please review the minutes of the last meeting."

---

2 Special Guests (i.e., PSEA officers and/or staff should follow the treasurer’s report)
Corrections to minutes are required.

"Are there any corrections to the minutes?"

No motion is needed for approval of minutes.

"If there are no (further) corrections, the minutes stand approved as read (as corrected)."

**Report of Officers:**

No motion is needed for adoption of treasurer’s report unless report is audited.

"Are there any questions or observations? If not, the treasurer's report will be filed."

**Report of Committees:**

Committee chairpersons who are to report should be seated up front.

"We will have the report of the (name of) Committee, Chairperson (name)."

No motion is needed for adoption of committee reports unless recommendations for Association action are made.

"Are there any questions or discussion in regard to this committee report? If not, the report will be filed." (Appreciation may be expressed to committee.)

**Committee Recommendations for Action:**

Motion to adopt is usually made by the chairperson and seconded by a committee member.

"(Name of) Committee recommends that the Association. . . Is there any discussion?"

Each motion is discussed and disposed of before another main motion can be proposed.

**Unfinished Business:**

Unfinished business from last meeting is brought to the floor for action.

"Is there any unfinished business?"

**New Business:**

"Is there any new business?"

**Announcements:**

Persons making announcements should be seated up front.

"Are there any announcements?"
Adjournment:

The president automatically adjourns a meeting, except when there is unfinished business. Then a motion for adjournment must be made and voted.

"If there is no further business, the meeting will stand adjourned." (With one tap of gavel.)

(An agenda listing committee reports, pending, potential and special ordered business should be compiled before the meeting and publicized widely, if possible.)

ESSENTIAL STEPS IN THE PROGRESS OF MOTIONS

Action From The Floor

Member stands to present a motion.

"Mr. President."

Motion is proposed.

"I move that . . ."

Seconder need not stand.

"I second the motion."

(Floor discussion must be addressed to the president. Motions may be amended or disposed of in various ways.)

Members cast their votes.

"DIVISION" may be called for if "voice vote" is questioned.

Tellers may be needed for count.

Members repeat vote by new procedure.

Action By The President

Recognizes speaker.

"Mr. Smith."

Presents the motion for discussion.

"The motion has been made by Mr. Smith and seconded that . . . (states the motion). Is there any discussion?"
Local Operations

Puts the motion to vote.

"If there is no further discussion (no comment signifies consent), the motion is. . .(repeats motion)."

“All in favor, please say 'Aye' (yes).”

"All opposed, please say 'No.'"

States the results, if majority can be determined.

"The Ayes (or Noes) have it. The motion is carried (or is defeated)."

Must call for a show of hands or a standing vote.

"All in favor raise right hand (or stand)."
"All opposed. . ."

Announces result.

HANDLING OF AMENDMENTS

Action From The Floor

After a main motion has been made and seconded, a member may amend.

"I move to amend the motion by. . ."

(Deletion, insertion or substitution of words, sentences, phrases, or a paragraph, or a combination of the above.)

The motion to amend is seconded.

"I second the motion to amend."

Floor discussion of the amendment.

Vote on the amendment.

The main motion is now up for action regardless of disposition of the amendment.

Floor discussion on main motion.

The house proceeds to vote.
Local Operations

**Action By The President**

Must remember that action has not been completed on the main motion. It must be considered again after disposition of the amendment.

Presents the amendment for discussion.

"It has been proposed to amend the motion to read as follows. . . (the motion and amendment is repeated). Is there any discussion?"

Puts the amendment to vote.

"If there is no further discussion, the amendment is (repeats amendment)."

"All in favor of the amendment, please say 'Aye.'"

"All opposed. . ."

Announces result on amendment.

"The amendment is carried (or defeated)."

Presents the main motion.

"The motion now before the house is (repeats motion as amended, if carried). . . Is there any discussion?"

Puts motion, plus the amendment, if carried, to vote.

Announces final results on main motion.

**TABLE OF PRECEDENCE OF THE MORE COMMON MOTIONS**

<table>
<thead>
<tr>
<th>Motion</th>
<th>Debatable</th>
<th>Amendable</th>
<th>Vote Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>To adjourn</td>
<td>No</td>
<td>No</td>
<td>Majority</td>
</tr>
<tr>
<td>(only when business unfinished)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To lay on table</td>
<td>No</td>
<td>No</td>
<td>Majority</td>
</tr>
<tr>
<td>To close debate</td>
<td>No</td>
<td>No</td>
<td>Two-Thirds</td>
</tr>
<tr>
<td>To postpone until definite time</td>
<td>Yes</td>
<td>Yes</td>
<td>Majority</td>
</tr>
<tr>
<td>To refer to committee</td>
<td>Yes</td>
<td>Yes</td>
<td>Majority</td>
</tr>
<tr>
<td>To amend</td>
<td>Yes</td>
<td>Yes</td>
<td>Majority</td>
</tr>
</tbody>
</table>
Local Operations

To postpone indefinitely  
Yes  No  Majority

Main Motion  
Yes  Yes  Majority

**Miscellaneous Considerations:**

The president is really a moderator. The Chair is nonpartisan, seeing that members are treated equally, regardless of which side of the question they debate. In many respects, the president is like an umpire or referee.

The president never makes a motion while in the Chair, nor debate a motion without first having called the vice president or other person to preside in his place. In such an event, the president does not usually resume the Chair until the vote has been announced. The practice of debate by the presiding officer is not recommended by parliamentarians.

The mover may request to withdraw or modify a motion without consent of anyone before the motion has been put to the group for consideration. When the motion is before the assembly and if there is no objection, the chairperson announces that the motion is withdrawn or modified. If anyone objects, the request is put to a vote.

When making the motion to close debate, the traditional form is: "I move the previous question. .." The motion to postpone the question until a definite time later should, of course, mention the specific time proposed.

The motion to refer to committee should specify the number on the committee, how the committee is to be selected and when the committee is to report.

When members of the assembly call out informally, "Question! Question!" The chairperson is merely to understand that they, as individuals, are ready to vote on the pending question or motion.

Without securing recognition from the Chair, or even without waiting for a speaker to yield the floor, a member may rise to a point of order, to a point of information, or to a question of privilege. No second is necessary.

The president should not permit one or two constant talkers to dominate the meeting. Time is limited; everyone should receive equal opportunity to speak. The chairperson should not recognize the same person twice until all others who wish to speak have had an opportunity.

(This document presents only the most frequently used parliamentary procedures which the local president should have at his command. It will be advisable to study Roberts’ Rules of Order.)
DEVELOPING SHORT- AND LONG-RANGE GOALS

In order to be an effective, thriving, viable organization, every local association must establish both short- and long-range goals. The president is responsible for seeing that such goals are developed and are being achieved.

Short-range goals are those which are established and achievement sought for in a brief period of time—from several weeks to one year. Long-range goals are those which establish direction and priorities for the local association for the future—from two to five years.

When developing both short- and long-range goals, local leaders and members should consider the following points:

- Be realistic. Set achievable goals.
- Establish timelines for completion or achievement.
- Identify who is responsible.
- Identify resources needed.
- Develop an action plan or program to accomplish the goal(s).
- Involve the entire Association. Ownership is important.

For additional information and assistance with Association goal and program development, contact your UniServ representative.
ASSOCIATION PROVIDED INSURANCE COVERAGE

<table>
<thead>
<tr>
<th>TYPE COVERAGE</th>
<th>PERSONNEL COVERED-CONDITIONS</th>
<th>BENEFITS/LIMITS</th>
<th>PREMIUM PAYMENT ASSUMED BY</th>
<th>FOR FURTHER INFORMATION CONTACT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Travel Accident Policy</td>
<td>All employees of PSEA, Members of PSEA Board of Directors, Committees, as designated/set forth in its records/minutes, PSEA members on the Professional Standards &amp; Practices Commission, and all Executive Committees of Local Associations.</td>
<td>$100,000 Death &amp; Dismemberment, up to $5,000 Medical Expense to classes I.a,b,c,d.e.</td>
<td>PSEA</td>
<td>Health &amp; Welfare Fund 800-944-7732, ext. 7024</td>
</tr>
<tr>
<td>1. Travel Accident Policy</td>
<td>Members of the PSEA Health &amp; Welfare Fund Board of Trustees, PSEA members on the PSEA Pension Plan Board of Directors, and Members of the ESP Region Board of Directors, State Committees, ESP members elected to PA PSERS Board of Directors, and Executive Committees of Local Associations.</td>
<td>$50,000 Death &amp; Dismemberment, up to $5,000 Medical Expense benefits to classes II.a,b,c.</td>
<td>PSEA</td>
<td>800-944-7732</td>
</tr>
<tr>
<td>1. Travel Accident Policy</td>
<td>Members of the ESP Region Board of Directors, State Committees, ESP members elected to PA PSERS Board of Directors, and Executive Committees of Local Associations.</td>
<td>66.67% of Weekly Earnings, up to $1,000 for injuries which result in loss of time when such injury occurs while on the business of PSEA. Payable to spouse or other family members: if not available, payable to estate.</td>
<td>PSEA</td>
<td>PREMIUM PAYMENT ASSUMED BY PSEA</td>
</tr>
<tr>
<td>1. Travel Accident Policy</td>
<td>Employees, officers, directors, or members of governing bodies of NEA, PSEA, and local associations, any unified member designated to act on behalf of an affiliated unit.</td>
<td>$1,000,000 per occurrence $5,000,000 annual aggregate</td>
<td>PSEA</td>
<td>ASSOCIATION PROVIDED INSURANCE COVERAGE</td>
</tr>
<tr>
<td>2. Association Professional Liability Policy (APL)</td>
<td>Underwritten by: American Mercury Insurance Co.</td>
<td>Payable to spouse or other family members: if not available, payable to estate.</td>
<td>PSEA</td>
<td>FOR FURTHER INFORMATION CONTACT: PSEA Legal Services 800-944-7732</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>TYPE COVERAGE</th>
<th>PERSONNEL COVERED-CONDITIONS</th>
<th>BENEFITS/LIMITS</th>
<th>PREMIUM PAYMENT ASSUMED BY</th>
<th>FOR FURTHER INFORMATION CONTACT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Fidelity Bond</td>
<td>NEA and affiliated state and local associations</td>
<td>$1,500,000 per employee per loss for fraudulent acts committed by employees or officers resulting in loss of funds. $25,000 per loss from theft of money or securities on premises ($1,000 deductible) $25,000 per loss from theft of money or securities outside premises of the Association including during transit ($1,000 deductible) $400,000 per loss from forgery or alteration of bank drafts ($1,000 deductible) $25,000 per loss from fraudulent money</td>
<td>NEA</td>
<td>PSEA Financial Management 800-944-7732</td>
</tr>
<tr>
<td>4. Educators Employment Liability Policy</td>
<td>PSEA-NEA members performing educational employment activities as defined.</td>
<td>A.1. Educator’s Liability—$1,000,000 per non-civil rights occurrence. 2. $300,000 per occurrence for civil rights issues. B. Criminal charges attorney fees—$35,000. C. Bail Bond—$1,000 per bond. D. Assault-related personal property damage—$500 per assault.</td>
<td>PSEA/NEA</td>
<td>PSEA Legal 800-767-2881 (See policy for details)</td>
</tr>
<tr>
<td>5. DUES-TAB</td>
<td>All PSEA-NEA members except substitutes, students and subscribers</td>
<td>Maximum $1,000 death Benefit $5,000 Accidental Death If you die or are dismembered as a result of an accident or assault while actively engaged in your occupation, you will be covered by a $50,000 benefit.</td>
<td>NEA</td>
<td>NEA Members Benefit 800-637-4636 (See policy for details)</td>
</tr>
</tbody>
</table>
DUTY TO REPRESENT

In 1970-71, following the passage of Act 195, most local education associations petitioned the PLRB for the right to be the bargaining agent in their local school district. That right was granted by the Labor Board following either joint agreement of the district and the Association; or if a unit was challenged by the district, resolved in hearings by the PLRB; or if a unit was contested by another organization, resolved by a bargaining unit election. Representation is indeed a precious right that carries with it a burden or responsibility.

Those responsibilities are usually spelled out in three distinct places:
1. Act 195.
2. The Recognition Clause of the negotiated contract.
3. The Certification of Representative issued by the PLRB.

It is important that the local president know and understand what those rights and responsibilities are, who the Association represents, and what the consequences of improper representation can be.

The local president should check the Recognition Clause of the contract, as well as the Certification of Representation, to see who is included and/or excluded from the bargaining unit. Additionally, the Certification of Representation states the responsibilities of the bargaining agent. Generally, as the exclusive bargaining agent, the Association must represent all members of the bargaining unit with fairness and impartiality in the following:
2. The administration of the collective bargaining agreement which includes the processing of grievances.

Failure to represent or to unfairly represent members of the bargaining unit may result in unfair labor charges, Title IX law suits, or discrimination charges being filed against the Association and/or its leaders.

Questions concerning this topic should always be directed to your UniServ staff.

GUIDELINES FOR LOCAL COMMITTEE OPERATIONS

The first PRM section, Organization History and Structure, describes statewide committees and provides a reference to the president about regional and state functions, but may serve as a basis for developing local organization structure.

Well-defined and well-structured committees provide a valuable service to the local association in several ways.
1. The average member has contacts available for obtaining advice and assistance.
2. The local president is able to more specifically delegate the myriad of tasks which must be performed to maintain a usable, active local.
3. Committees provide a vehicle for continuing local projects and for ad hoc involvement of "terminally" uninvolved members.
Local Operations

To develop a strategic plan for creating or strengthening local committees, the president is advised to schedule a substantial period of time for planning committee structure and objectives with the local executive committee prior to the beginning of a new Association year.

Prior to this meeting, the president should review the descriptions of state and regional committees in the first section of the PRM in order to define the job descriptions of committee members, determine the responsibilities common to all committees, and tailor the description to local situations. These include: Audit, Budget, Communications, Evaluation, Grievance, In-service, IPD, Legislative, Meet and Discuss, Member Benefits, Membership, Negotiations, PACE, PR&R, Retirement, and Social.

Other committees formed at the option of the local could include:
- Evaluation
- Meet and Discuss
- Social
- In-service
- Membership
- Audit

Contact your UniServ representative for information on scope and responsibility for these committees.

It is also advisable to research and evaluate the resources and training available from PSEA to support committee members (see Additional Resources and Training).

To implement a plan for committee activities, check the PRM calendar for related activities, schedule activities that meet the committees' objectives, and set "milestones" and deadlines for completion.

Recruiting volunteers requires that the president match job descriptions to the talents of potential candidates—new or old, and personally contact candidates with a job description and reasons why that candidate was selected.

At the end of the year, evaluate the successes/failures of each committee and provide feedback for improvements in the next year.

For further assistance in obtaining resources, training, or guidance in planning, contact your UniServ representative.

**FAIR SHARE FACT SHEET**

**Q. What is Fair Share?**

**A.** The law states that the exclusive bargaining representative has the duty of fair representation. This means that the exclusive bargaining representative is charged with the duty to represent each member of its bargaining unit fairly and without discrimination. Since all employees in the bargaining unit, including nonmembers of the exclusive representative, have the right to be fairly represented, they have a corresponding duty to bear a proportionate share of the cost of such representation.
Q. Why should employees be required to support an organization against their will?
A. The support is not ideological; it is financial only. The time has come for nonmembers to pay their fair share. Fair share compels those whom the Association must represent to help cover the costs of servicing them. Keep in mind that members not only support the Association financially, but they do all the work as well, an all too frequent point taken for granted by nonmembers.

Q. Doesn’t fair share amount to the same thing as compulsory unionism?
A. No. Fair share preserves an individual’s right to join or not to join the Association.

Q. Do fee payers have all the rights and privileges of membership?
A. No. Fair share fee payers are not members. They have no right to run for Association office or to participate in any governance meetings intended for members only. They are not entitled to Association legal services or liability insurance. Fair share fee payers receive only limited benefits relating to the Association’s duty to represent them.

Q. How much will fair share fee payers be required to pay?
A. Act 84 of 1988 (the fair share legislation) defines the fair share fee as follows: The regular membership dues required of members of the exclusive representative less the cost for the previous fiscal year of its activities or undertakings which were not reasonably employed to implement or effectuate the duties of the employee organization as exclusive representative.

This is to say that the fair share fee will be that percentage of local Association/PSEA/NEA dues determined to be “chargeable” to nonmembers.

Q. How does a fair share fee differ from membership dues?
A. Court decisions have held that nonmembers cannot be required to support the political or ideological activities of the Association unrelated to the terms and conditions of employment. These are “non-chargeable” expenditures. The definition of fair share fee in Act 84 is consistent with these court decisions.

Q. How may fair share fees be collected?
A. In order to collect a fair share fee from nonmembers, the provisions of your collective bargaining agreement must require that all nonmembers pay a fair share fee. Sample collective bargaining language can be obtained from your UniServ representative. Fair share can only be implemented when the local has bargained for it.

Q. What happens after the language has been bargained?
A. If fair share is bargained before November 1 of the membership year, your local needs to notify Financial Management that fair share has been bargained. The local association membership chair should ask all nonmembers to join the Association. If they refuse, the local association must complete the name, address and membership type information on the
Local Operations

Nonmember Identification Form for all nonmembers and forward to Financial Management. All identified nonmembers will be sent a Hudson notice informing them of their rights as a fee payer and the amount of the fair share fee they must pay.

Q. What if someone refuses to join and refuses to pay a fair share fee?

A. Where fair share has been bargained, the law requires the employer to make payroll deductions for nonmembers in the amount determined by the Association to be the fair share fee, and according to the schedule provided by the Association. The employer must transmit the payroll deductions promptly to the Association. The individual’s employment status should not be affected for the refusal to authorize the deduction.

Q. Does that mean no one would lose his or her job for beginning the deduction?

A. That’s right. The school district and its employees are authorized by the law to begin the deduction of the fee as they do with other mandatory fees like retirement contributions and income taxes.

Q. Who determines the amount of the fair share fee?

A. PSEA, NEA and each local association will make that determination by reviewing their respective budgets, financial statements, staff time records, and other documentation to determine the chargeable portion of unified dues. The chargeable portion cannot reflect any expenditure for political, ideological causes. PSEA, NEA and local associations must then have their fair share calculation audited by an independent certified public accountant. (Note: The requirement that local association’s must have their local fair share calculations audited by a certified public accountant is a new legal requirement imposed in the last few years.)

Q. What if a person’s religion prohibits him/her from joining unions, associations, etc.?

A. We will provide a reasonable accommodation for any fee payer whose sincere religious beliefs prevent him/her from joining or financially supporting PSEA, NEA and/or the local association. If a person has such beliefs, he/she must send a written statement to that effect to PSEA as spelled out in the annual notice.

Q. Will fair share fees be paid on region assessments?

A. No. Fair share fees will not be charged or collected on region assessments. (Note: Region assessments are only charged to locals in the ESP division or EA locals in the Mideastern Region.)

FAIR SHARE PROCESSING CALENDAR

August

Mailing to all local association Presidents, Treasurers, Membership Contacts and Membership Chairpersons:
Fair Share Processing Manual
Fair Share FAQ sheet
Nonmember ID Forms

Fair Share Grant Application
Fair Share Grant FAQ sheet
Local Operations

**October 31**
Nonmember information due to Financial Management. Local associations that have fair share bargained in the contract must have all nonmember information submitted to PSEA in order to implement fair share for the current membership year.

**November 15**
Local financial information is due to Financial Management. Local associations choosing to collect the local portion of the fair share fee must have an audit completed by an independent auditor.

**Early December**
Hudson Notice Mailing to identified nonmembers. Fair share fee deduction rosters are sent to the local treasurer to be forwarded to the district business office.

**Mid-January**
Payroll deduction of fair share fee may begin. Fair share fee objection period ends for first mailing.

**Late February**
Second mailing of Hudson Notice to identified second semester substitutes and new hires since December. Fair share fee deduction rosters are sent to the local treasurer to be forwarded to the district business office.

**March-April**
Notification is sent to local association of objections to the fair share fee.

**Early April**
Payroll deduction of fair share fee may begin for fee payers identified in the second mailing. Fair share fee objection period ends for second mailing.

PSEA Fair Share contact:
Sarah Smith  Financial Management Assistant, 1-800-944-7732 ext. 7019

**INTERNAL AUDIT COMMITTEE**

Due to an increased interest on the part of the IRS in reviewing the financial procedures of entities such as PSEA and its local affiliates, the PSEA Fiscal Policy has recently been amended to require local associations to submit responses to an annual financial questionnaire in order to qualify for dues rebates.

One of the required elements of the financial questionnaire is a Local Audit Certification Form, which certifies that an examination of the local association’s finances for the prior fiscal year has been completed by members of your local association’s “Internal Audit Committee”. (If your local has an annual independent audit, review or compilation performed the report prepared by the accountant can be submitted in lieu of the Local Audit Certification Form.)

An “Internal Audit Committee” would review all disbursements after the fact to make sure that all have been properly approved and documented. The committee should be composed of from 3 to 5 persons. The committee’s membership should be rotated periodically. Perhaps the past president, past treasurer, and a member selected from the executive committee could make up such a committee. Such officers usually have limited tenure, thereby guaranteeing committee membership would automatically change. The committee should meet on a monthly or quarterly basis and review all transactions since the last committee meeting.
Local Operations

Some areas other than disbursements that the committee may want to review (if such activities are applicable to your local association) would be:

1. Bank reconciliations prepared by the local treasurer.
2. Marketable securities bought, sold, or on hand.
3. Compliance with all payroll tax filing requirements, including payment of withholding taxes when due.
4. Compliance on a timely basis with the filing requirements of IRS information returns (Form 990).
5. Extent of unrelated business income activities with related federal and state reporting requirements.
6. Extent of amounts due the local association from officers or employees, other than routine travel advances.
7. Steps taken to afford physical safeguards over office equipment and other portable items.
8. Restrictions on the local association's activities imposed by lenders and compliance with loan covenants; the extent of compensating balances required on bank loans.
9. Adequacy of the local association's use of budgeting techniques, including preparation procedures, allocation of annual budgets into monthly increments and the use of budget deviations to trigger executive committee action.

THE PRESIDENT'S RESPONSIBILITIES TO THE FACULTY REP

As local President, it is important for you to understand and use your Faculty (or Building or Association) Reps to delegate some of the workload which will fall to you.

Faculty Reps are one of the key links in the chain of a local’s strengths. A local with active, well informed faculty reps is almost universally an active, vital local. The reverse is almost always, sadly, also true.

The President should:

- Explain to the Faculty Reps the President’s plans for the local for the upcoming year
- Discuss with the Faculty Reps the goals of the local
- Set up Faculty Rep training from the UniServ Rep
- Clearly explain what is expected of the Faculty Reps and how they are expected to perform their duties, such as:
  - Holding regular building meetings with their constituencies
  - Reporting to the Executive Committee and back to the faculty members
  - Attend at least one of the building meetings each year
  - See that the Faculty Rep places information and notices on the building bulletin boards
  - Stress the importance of the Faculty Reps to the organization
  - Put any activities of a building that a Faculty Rep brings to the attention of the executive committee into the local newsletter
  - Follow up on reps who are doing a good job and Reward them with praise, certificates, end of year gatherings, etc.

Review the Association Rep Manual for more detailed information.
PRESERVING PUBLIC EDUCATION

What's at stake?

Dismantling the public schools is part of the national theopolitical economic agenda. Some people describe this as a far right or religious movement, but it's important to note that religion plays a role only in marketing the message. What we're really talking about is a political campaign to achieve economic power.

Leaders of this agenda have identified three public institutions which have the power to define reality and impose world views: the courts, the media and the public schools. By controlling these institutions, the leaders gain the power to impose their ideological beliefs on an entire culture.

When you see letters-to-the-editor and newspaper articles that target teacher salaries; when you hear radio talk shows targeting test scores; when public forums address curriculum issues and televangelists target new age religion in the schools; when your union is attacked to discredit the profession; when coalitions support legislation to funnel money away from public schools and into private schools; when school boards lose control to ideological groups; when for-profit companies attempt public school takeovers, you're seeing the national theopolitical economic agenda at work in your community.

America's public schools — directly accountable to the communities they serve — are indispensable to democracy. They give meaning and substance to our nation's commitment to equal opportunity.

Public schools, equally accessible to all the nation's children, and public education weave America's diverse society into a nation. They teach young people to get along with those who are different from themselves and help them grow into responsible adulthood in our increasingly complex, multicultural world.

The work of public education was never more critically important than it is today and never more difficult. At precisely the time when the improvement of teaching and learning has become a vital national issue, at precisely the time when it's essential to educate every young person to a higher level than ever before, the democratic governance of education is under massive attack from an odd alliance of interests. Ultraconservative corporate groups are campaigning to privatize public education through vouchers or for-profit management takeovers, and their hard right allies are seeking to "reform" the schools into mindless reflections of their own religious and political ideologies.

To accomplish their goals, these groups must first convince the American people that "public education has failed," that instruction has been "dumped down," and that the schools are "corrupting the morals and neglecting the minds of the nation's youth."

The claims are false. They mislead many Americans about the purposes and accomplishments of public education. They distract educators, concerned parents, and other school supporters from the critically important work of confronting the very real problems of public education today.
Local Operations

The Association must mount a concerted campaign to bring truth, and rationality to the debate about education in America. For our members, for our students, and for our nation, the stakes are high. We are fighting for the very survival of a unique national treasure — our public school system.

We must leave no doubt that the Association believes in public education as the backbone of American democracy. We must leave no doubt that the Association promotes flexibility and constructive change in how schools are run and in how instruction is delivered and assessed.

We must move quickly to discredit the falsehoods spread by enemies of the public schools. We must vigorously publicize the achievements of the schools while acknowledging and working with friends of education to overcome the desperate problems of social, family, and economic dysfunction that obstruct educational progress in many communities.

**CREATING ACTION PLANS TO DEAL WITH LOCAL PRESERVATION ISSUES**

Pennsylvania's issues have been grouped into four major categories: trust, academic freedom, funding and control.

Within the trust category, we deal with attacks on unions and the attempts to separate members and leaders. Help is available for locals dealing with competing unions or organizations. Both the attacks on public education and suggestions for responding to those attacks are in these files.

Academic freedom issues revolve around censorship in its many forms. Specific issues are added to this directory as they are encountered such as prayer in the school, creationism/evolution and family friendly libraries.

Funding files deal not only with the ongoing voucher battle, but also with local and statewide taxpayer group efforts to defund the schools or take control of the school boards.

Privatization, home schooling and charter schools are the major topics addressed in the control files.

All the information and resources needed by locals who must deal with these issues is collected and available on PSEA's mainframe and downloaded by UniServ reps or COM team members who assist locals. For a list of files, see Additional Resources.

Action plans can be created by locals, groups of locals with similar issues, clusters, counties or CBMs. The nine steps of the plan provide a focus for activities already understood as part of local operations. They include:
- Creating a plan and targeting it through community mapping.
- Activating members.
- Building coalitions.
- Developing and publicizing a message.
- Researching the local issues.
- Strengthening the relationship with local media.
- Mobilizing community allies.
- Strengthening the relationship with school board members.
- Positioning the association as an agent of change.
Local Operations

Getting started

PSEA can help you whether you're ready to work on an action plan or recognize that members are stuck in denial. Consider asking a member of the Committee for the Preservation of Public Education to speak to an executive committee meeting, or asking your UniServ rep or COP to show the preservation video, or working with your UniServ rep to download files for distribution to your members.

Find out what preservation activities are under way in your region to get an idea of where to start.

RECENT ATTACKS ON PUBLIC EDUCATION

Growth of rump group organizing

We have one formally organized affiliate of CEIU (Camp Hill). Direct mail and radio advertisements are increasing the effort to pull our members into groups such as Christian Education Association and American Association of Educators. A Presbyterian church in Adams County circulated color copies of the Forbes article (National Extortion Association) along with CEIU brochures as recently as March 1994. Concerned Women for America targeted PSEA members on NEA Resolution B-9. The Right-to-Work group, D. James Kennedy, Phyllis Schlafly, Blumenfeld, the Pa. Pro-Lifers, the Pennsylvania Leadership Council, Pennsylvania Family Institute and others circulate attacks on NEA and PSEA to weaken the Association's solidarity on any and all issues.

Privatization

First they came for the support staff. Subcontracting has grown to plague proportions throughout the state. Then they came for the teachers. Alternative Public Schools was given a contract to manage and run the Turner Elementary School near Pittsburgh. Landmark Legal Foundation has jumped in to bailout the school board. Education Alternatives, Inc. has been courted in several districts. Boards throughout the state are discussing the possibilities while they wait for the outcome of the Wilkinsburg case.

Taxpayer groups

The legitimate concerns of taxpayers over school expenditures have been replaced by the agenda of groups moving toward the elimination of public schools. In more than one half of the school districts in Pennsylvania, an organized group purporting to represent the taxing citizens of the community is actively engaged in one or more of the following campaigns:

- halt a building program
- oppose an increase in teacher salaries
- eliminate state mandates (sabbaticals, prevailing wage)
- elect conservative/right wing school board candidates
- oppose OBE
- oppose whole language or other curricula
- eliminate the right to strike
Local Operations

- fire a superintendent or other administrator

Networks of local taxpayer groups are organized into regional and statewide organizations (Taxpayers Across Pennsylvania, Citizens Against Higher Taxes and Save Our Schools Network) to incorporate the larger agenda into local campaigns.

Censorship

Pennsylvania led the nation in censorship attacks in 1992-93. In 1995, we dropped to third. The effect on academic freedom, however, is worse. Instead of campaigning against human sexuality courses, censors push their own curriculum—abstinence only. Instead of opposing evolution, they introduce scientific creationism texts. Instead of individually removing children from courses that conflict with religious beliefs, parents are insisting that no children have access to the information.

The battle is joined at the legislative level with a parental rights bill which would severely restrict access to knowledge.

Control

The attempt to wrest control of education from the public domain has moved from public pressure on the bargaining scene to take-over attempts at the local and state policy level. Local takeovers, such as Palmyra and East Penn, continue to grow in number and level of organization.

Control at the state level was ushered in November 8, 1994. The focus is legislation and regulation. The Department of Education is now under control of right-wing ideologues. The Governor promises charter schools to open the door for privatization, vouchers to defund the public schools and the elimination of mandates to prevent equity.

The Christian Coalition is organized in all 67 counties and conducts training for those seeking school board election.

Focus on the Family, through the Pennsylvania Family Institute, conducts Community Impact Seminars to train organizers in political action. These same groups ran Pastor's Briefings in April to increase political pressure for vouchers.

Media

The proliferation of conservative radio talk show hosts and programs has broadened the range of the right-wing message over the last five years. Dobson is aired 644 times a week, Beverly LaHaye is on nine stations and a plethora of Limbaugh clones crowd the AM dial.

With few dissenting voices, they succeed in convincing themselves in the righteousness of their opinions. They love to hate teachers and teacher unions.
CODE OF ETHICS OF THE EDUCATION PROFESSION

Adopted by the PSEA House of Delegates
December 1968
Amended December 1972, May 1992

PREAMBLE

The educator believes in the worth and dignity of each human being and recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic citizenship. The educator regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to practice his/her profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he/she has accepted in choosing a career in education, and engages himself/herself, individually and collectively with other educators, to judge his/her colleagues, and to be judged by them, in accordance with the provisions of this code.

PRINCIPLE I—COMMITMENT TO THE STUDENT

The educator measures his/her success by the progress of each student toward realization of his/her potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inequity, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his/her obligation to the student, the educator

1. Shall not without just cause restrain the student from independent action in his/her pursuit of learning, and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he/she bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he/she does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the ground of race, color, creed, or national origin exclude any student from participation in or deny him/her benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his/her classes, unless no other qualified teacher is reasonably available.
PRINCIPLE II—COMMITMENT TO THE PUBLIC

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He/she shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his/her obligation to the public, the educator

1. Shall not misrepresent an institution or organization with which he/she is affiliated, and shall take adequate precautions to distinguish between his/her personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.

PRINCIPLE III—COMMITMENT TO THE PROFESSION

The educator believes that the quality of the services of the education profession directly influence the nation and its citizens. He/she therefore exerts every effort to raise professional standards, to improve his/her service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he/she contributes actively to the support, planning, and programs of professional organizations.

In fulfilling his/her obligation to the profession, the educator

1. Shall not discriminate on the ground of race, color, creed, or national origin for membership in professional organizations, nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
6. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination or employment.
7. Shall not misrepresent his/her professional qualifications.
8. Shall not knowingly distort evaluations of colleagues.

**PRINCIPLE IV—COMMITMENT TO PROFESSIONAL EMPLOYMENT PRACTICES**

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He/she believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his/her profession by unqualified persons.

In fulfilling his/her obligation to professional employment practices, the educator

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt notice of change in availability or nature of a position.
5. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
6. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.
7. Shall not delegate assigned tasks to unqualified persons.
8. Shall permit no commercial exploitation of his/her professional position.
9. Shall use time granted for the purpose for which it is intended.

**PROVISIONS FOR ENFORCEMENT**

*Bylaws, Pennsylvania State Education Association*

**Article IV A, Section 4, Paragraphs 2, 3, 4—Powers and Responsibilities**

The Professional Rights and Responsibilities Commission shall have the power to investigate cases of alleged violations of the code of ethics. After investigation, due notice, and hearing, the Professional Rights and Responsibilities Commission shall have the power to recommend to the Board of Directors censure, suspension, or expulsion of any member for violation of the code.

The Professional Rights and Responsibilities Commission after investigation, due notice, and hearing, shall have the responsibility to recommend to the Board of Directors the application of a sanction to any member, individual, or agency.

The Board of Directors shall have the power to review and to accept, reject, or modify after hearing, if requested, the recommendation of the Professional Rights and Responsibilities Commission.
Local Operations

Any member subject to censure, suspension, or expulsion shall have a right to appear in his or her own behalf before the Board of Directors. The Board of Directors shall have the power to reinstate any suspended or expelled member.

**Article X C, Member Discipline**

1. A member may be censured, suspended, or expelled for a violation of the code of ethics of the Association or for conduct which is inconsistent with the Association’s stated purpose or objectives.
2. A charged member shall be provided with due process guarantees.

**Code Development**

It is the duty of the PSEA Commission on Professional Rights and Responsibilities to maintain a continuous review of the "Code of Ethics of the Education Profession." Amendments or revision of the Code shall be presented for approval to the PSEA House of Delegates.

**Interpretations of the Code of Ethics of the Education Profession**

A request for interpretation of the Code shall be in writing and shall describe the matter to be interpreted in sufficient detail to enable the members of the Commission on Professional Rights and Responsibilities to evaluate the request in all its aspects.
(Committee chairpersons and/or committee representatives)

Dear ____________________:

Thank you for agreeing to serve on _________(Local) _________ Education Association's _________ Committee. During the coming year, this committee will be charged with __________________, _________, _________, _________. I know that your participation and active involvement on this committee will be a significant contribution to achieving our plans and carrying out our programs.

Sincerely,

____________________
Local Association President

(To the mate of the association's chief negotiator)

Dear ____________________:

Permit me to reintroduce the stranger who is once again around the house. Yes, that person is your (husband/wife). No longer to be a stranger to you.

Thank you for sharing _________ with us during these past _________ months. (He/she) has provided to his _(local association)_ colleagues a collective bargaining agreement that will be the terms and conditions of our employment for the next _________ years.

We sincerely appreciate your sacrifice and commitment to our profession by allowing _________ to have served us in this capacity.

Sincerely,

____________________
Local Association President
Local Operations

(Maternity/childrearing)

General suggestions

1. Direct any questions to the UniServ office promptly.

2. Review your contract to determine if the subject of maternity leave has been negotiated.

3. If the contract is silent on the subject of maternity leave, the district policy manual should be reviewed. The law will also prevail over any school district policy.

4. The teacher should consult with her physician to determine when the teacher will be disabled by reason of pregnancy and when, in the physician's opinion, the disability will end, barring any complications.

5. The teacher should advise her physician that a letter will be needed and give the physician an idea as to the content of such letter.

6. The teacher will need to know the amount of available sick leave if such leave is to be used.

7. The length of any unpaid maternity leave should comport with the collective bargaining agreement. However, the PDE has determined that "up to a year is reasonable."
Local Operations

Draft #1

Situation: The teacher plans to use available sick leave for a short period of time prior to delivery (Ex. 10 days—2 weeks) and for the period of post-delivery recovery, probably a similar amount of time, barring any post-delivery complications, and then go on a Maternity Leave Without Pay.

Dear ____________________:

My doctor has determined that I will be unable to perform my teaching duties due to my pregnancy after ____ (date) ___. A letter from Dr. _______ is attached.

I request that the period of time that I am unable to work due to pregnancy, childbearing, and recovery therefrom be charged to my available sick leave. When my doctor determines that I am no longer disabled, I plan to go on unpaid maternity or childrearing leave beginning ____ (date) ____ as provided for in Article _____, Section _____ of the collective bargaining agreement. I plan to return to work on or about (give specific date if known or use month or semester, etc.) ; in any event, I will provide you with at least (30 days notice) prior to the time I intend to return.

If the pregnancy should terminate in miscarriage, or if the child should be stillborn or die shortly after birth, I reserve the right to cancel childrearing leave on fifteen (15) days notice.

Sincerely,

____________________

Attachment

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3 If a specific date is needed on which you are to begin unpaid leave, said date should be the next working day following termination of sick leave.

4 Amount of notice may vary depending on collective bargaining agreement.
Situation: The teacher plans to use available sick leave and also an unpaid maternity leave; however, she anticipates difficulty with pursuing leave as suggested in Draft #1. The strategy in this instance is to request an unpaid maternity leave to begin on a date subsequent to the anticipated birth of the child. Then, at the time the employee's physician certifies that she is disabled prior to delivery, the employee calls in sick and remains on sick leave until the beginning of the maternity leave.

Dear ____________________:

Pursuant to Article _____ Section _____ of our collective bargaining agreement, I am hereby requesting an unpaid maternity leave of absence.

I plan to begin my maternity leave on ___(date)__. (It is suggested that this date might be approximately two (2) weeks after date of anticipated delivery.)

I plan to return to work ___(give specific date if known or specify month or semester)__. However, in any event, I will provide you with at least ___(30 days notice)___ prior to the time I intend to return.

If the pregnancy should terminate in miscarriage, or if the child should be stillborn or die shortly after birth, I reserve the right to cancel childrearing leave on fifteen (15) days notice.

Sincerely,

__________________

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5 Amount of notice may vary depending on collective bargaining agreement.
Local Operations

Draft #3

Situation: The teacher plans to use available sick leave for a short period of time prior to delivery (10 days 2 weeks) and for a similar period for postdelivery recovery, barring any complications, and return to work as soon as permitted by her physician.

Dear ____________________:

My doctor has determined that I will be unable to perform my teaching duties due to my pregnancy, childbearing and recovery therefrom after ___(date)____. A letter from Dr. __________ is attached.

I desire that the period of time in which I am disabled for the purpose of pregnancy, childbearing and recovery therefrom be charged to my available sick leave. I plan to return to work as soon as my doctor determines that I am able.

Sincerely,

____________________

Attachment
Situation: The teacher desires to take an unpaid maternity leave as available under the collective bargaining agreement, and does not wish to utilize any available sick leave.

Dear ________________________:

Pursuant to Article _____, Section _____ of our collective bargaining agreement, I am hereby requesting an unpaid maternity leave of absence. A portion of this unpaid leave is due to disability caused by pregnancy, childbearing and recovery. It is my understanding that my complete employment benefits will be maintained by the district during that portion of this leave, and that such benefits will continue to accrue during said portion.

It is the opinion of my doctor that I should not work beyond _____(date)____ and I therefore request my leave to begin at that time.

I plan to return to work _____(give specific date if known or specify month or semester)____; however, in any event, I will provide you with at least _____(30 days notice)____ ⁶ prior to the time I intend to return.

If the pregnancy should terminate in miscarriage, or if the child should be stillborn or die shortly after birth, I reserve the right to cancel childrearing leave on fifteen (15) days notice.

Sincerely,

________________________

⁶ Amount of notice may vary depending on collective bargaining agreement.
Situation: The teacher has only a couple of sick days but the contract provides income protection or disability insurance which the teacher wishes to use. The teacher then desires to take an unpaid maternity leave.

Dear _____________________:

My doctor has determined that I will be unable to perform my teaching duties due to disability from my pregnancy after ___(date)__. A letter from Dr. _________ is attached. I desire that the period of time in which I am disabled due to pregnancy be charged to my available sick leave. When my sick leave expires, I wish to receive benefits in accordance with the Income Protection Plan, Article _____, Section _____ of the collective bargaining agreement.

Upon expiration of my disability due to pregnancy, I wish to begin a leave without pay. I plan to return to work (give specific date if known or specify month or semester).

If the pregnancy should terminate in miscarriage, or if the child should be stillborn or die shortly after birth, I reserve the right to cancel childrearing leave on fifteen (15) days notice.

Sincerely,

__________________________

Attachment
Local Operations

(Retirement letter to the school district)

Dear _____________________:

    Please consider this my letter announcing retirement. My retirement will be effective on _________________.

Sincerely,

_________________________

CC: Local Association President
    Superintendent of Schools

NOTE: Check your local association contract. If that contract provides retirement benefits, add a paragraph to this communication requesting receipt of same.
Dear (Retiring Teacher):

Wow.

Let me be one of the first to welcome you to the "Honey Do Club." Yes, from now on (mate) is going to be saying to you, "Honey, do this; honey, do that."

Seriously, your career has resulted in a distinguished record. Your many colleagues will miss you and we hope that you will not absent yourself from your professional sphere. We look forward to your continuing community contributions. We know that as a former teacher, you will hold your head high as a person who has attained a significant level of distinction. We know that in your retired status you will find new needs, few of which can be provided by our organization through the collective bargaining process, but all of which can be addressed through our organization in our retired member category.

Enclosed is your local association's gift of a PSEA-R/NEA-R membership paid in full. We sincerely, and from the bottom of our hearts, have made this contribution to secure your membership. We know that you will continue to be active and assist our members in their continuing aspirations to raise teaching to a higher level.

We trust that you will be as valued a member of PSEA-R/NEA-R as you were in our local and that your contributions to our profession will continue.

Congratulations!

Sincerely,

________________________
Local Association President

Encls.
Local Operations

(Resignation letter to the school district)

Dear _____________________:

Please consider this letter my notification of resignation effective ________________________.

Sincerely,

________________________

cc: Local Association President
Superintendent of Schools

NOTE: Check your local association contract. If that contract provides separation/resignation benefits, add a paragraph to this communication requesting receipt of same.
Local Operations

(Sabbatical leave letter to the school district)

Dear Board President (or Secretary):

This is to advise you that I will be taking a sabbatical leave in accordance with Section 1166 of the Pennsylvania School Code (and/or in accordance with Article _____, Section _____ of the negotiated contract).

This leave will begin on ___(date)___ and continue through ___(date)___.

(Select appropriate reason)

A. This leave will be utilized for restoration of health.
B. This leave will be used for purposes of professional development.

Please submit this request to the Board for its approval at the next Board meeting.

Respectfully yours,

____________________

cc: Superintendent

NOTE:

* It is important to check the provisions of your contract and to be fully aware of your district's adopted policies relative to such leave.

** If your reason for sabbatical is not covered by A, or B above, the law does permit the Board to approve sabbaticals for other purposes.

*** Section 1166 of the School Code is in the PRM Appendix.
Dear ___________________: 

Welcome back to the district. The Association will be bargaining on your behalf this year (or substitute local priority).

The next few months are vital to your future. Your continued support is needed now, more than ever. We need your opinions and your voice in the Association to help shape and improve representation of teachers in (name of local). When we bargain for educational improvements and your benefits, we want your input.

(Insert information about the local's achievements.)

Contact your faculty representative with your concerns.

Sincerely,

________________________
Local Association President
Dear ___________________

The _________ Education Association is concerned about your status as a nonmember. If the Association has failed you, we would like to know. We know that as a concerned teacher, you would give your students another chance. Won't you do the same for your professional association? If you don't like what the Association is doing, get involved and change it. We need people like you. If you are not a member, you silence one more voice that could affect the direction of the organization. Don't give the school board one more reason to say the Association does not represent all the teachers.

An Association member will contact you shortly. Please listen, then act. Join the (name of local).

Professionally,

Local Association President
(Nonmember, hard to approach)

Dear ________________:

Last week, you were approached by a representative of (Name of Local) about becoming a member of the Association. I understand you have not yet joined us this year, and, of course, I am disappointed. If there is a problem I can help you with or some questions about the (Name of Association), I would like to discuss it with you and hope that you will call me at (Telephone).

If there is no particular problem or question, however, please consider the following:

• Each year the average employee spends in excess of $1,000 for automobile, life, fire, theft, home and mortgage insurance.

• In our contact with the school district, you will find that we have negotiated insurance for our members and their families—insurances worth more than $________, per year.

• Association membership this year is only $________. This membership provides you with:
  1. The opportunity to participate in Association decisions and activities.
  2. Full representation at the bargaining table.
  3. $1,000,000 liability insurance coverage plus attorney's fees for job-related civil suits and up to $30,000 in defense of criminal suits where proven innocent.
  4. Provides you and your local with a PSEA-NEA staff person to assist in every phase of organizational activity including negotiations, community relations, and teacher defense.
  5. A full complement of lobbyists working for you in both Harrisburg and Washington, DC.
  6. A member benefits program that can save you more money annually than the cost of your dues.
  7. Legal services to assist you in job security and other on-the-job problems.

For your professional and financial welfare, you cannot spend a better dollar.

Please contact me soon to discuss joining the Association or discuss why you have not yet joined us.

Sincerely,

________________________

Local Association President
(Nonmembers under fair share)

Dear ___________________:

To date, I have not had a response from you concerning your membership in the ___________Education Association.

Please understand that this will be my last communication with you concerning this matter.

Included are the necessary forms for membership. Please reconsider and complete these forms. You may return your forms to me through the inter-office mail.

If I do not hear from you by __________, I will be forced to place your name on the "fair share" list of nonmembers.

Our Association negotiated fair share into the collective bargaining agreement. The __________EA is the exclusive bargaining representative of all professional employees in the district. When a professional employee chooses to be a nonmember, that individual gives up the right to run for __________EA office and the right to participate in governance meetings intended for members. Fair share nonmembers are not entitled to Association Legal Services, liability insurance, or any other member benefits or services. Act 84 of 1988 (the fair share legislation) defines the fair share fee (which you will be required to pay) as that percentage of local association-PSEA-NEA dues determined to be chargeable to nonmembers. The law requires the employer to make payroll deductions promptly to the Association.

If you choose to remain a nonmember, you will receive a Hudson Notice from the PSEA Harrisburg office defining the conditions of fair share. In January, the business office will be instructed to begin deducting the fair share amount from your paycheck. Unfortunately, you get NOTHING from the Association when you choose to remain a nonmember.

I do not want you to remain a nonmember of the Association. If you have any questions or concerns, please call me at __________. Please give ____EA-PSEA-NEA a chance.

Sincerely,

________________________
Local Association President
Local Operations

(New intermediate unit employees)

Dear ________________:

Welcome to the __________ Intermediate Unit and congratulations on your appointment as a (Physical Therapist) on the (B.S.- Step _____) of the salary schedule at $_____ plus fringe benefits. Both your salary and fringe benefits are the direct result of negotiations between the IU Education Association and the IU Board. The __________ Intermediate Unit Education Association is the official bargaining agent under the conditions of Pennsylvania Law (Act 195) providing for collective bargaining for public employees. The Association is officially recognized as the exclusive bargaining agent of employees of the __________ Intermediate Unit having the following classifications:

(List your own classifications)

1. Classroom teachers
2. Itinerant teachers
3. Psychologists
4. Physical Therapists
5. Guidance Counselors
6. Nurses
7. Librarians
8. Social workers
9. Case information managers
10. Technical assistance specialists
11. Orientation/Mobility specialists

The Association also is responsible for the enforcement of all contract provisions.

Through our legislative contacts on the national, state, and local levels, our Association has been able to develop a rapport with many key legislators. These contacts have been most helpful in relaying pertinent information from our membership and our elected officers. PSEA also has established a working relationship within the state advocacy groups for special education. These contacts have proved invaluable in protecting educational programs for our special students.

You will be pleased to know that on the local level, the __IUEA, through contract negotiations, influences curriculum and programs in ways that reflect our educational priorities. The __IUEA is the exclusive bargaining agent for the professional employees of I.U. #_____. As your representative, we are responsible for negotiating your professional contract which includes salary and enforcing the provisions of that contract. The next few years are especially vital to the future of education as we bargain for better contracts. We need your voice and opinions now more than ever. Isolation only clouds and confuses important opinions. We believe that the best way to influence your profession and your career is through bargaining with the total strength of teachers in the I.U.

As a member of the education association, you have the opportunity to participate in the development of our future "contract" proposals. You also would be able to vote for the
acceptance or rejection of any future contract proposal the negotiating team presents to our membership.

Your membership in the __IUEA includes membership in PSEA and NEA. The benefits of membership are extensive, including $1,000,000 liability protection. PSEA-NEA also provides free legal services in job-related circumstances. I am enclosing several fact sheets describing many of the benefits of membership.

It is important for you to understand that eligibility for free legal assistance requires the following three conditions:

1. Professional membership in PSEA at the time the application for legal assistance is filed.
2. Association membership during the preceding school year, unless the applicant was not eligible for such membership.
3. Association membership at the time of the event which precipitated the filing of the application for legal assistance, unless the applicant was not eligible for membership at that time.

Our Association will be pleased to be of assistance in helping you become established in our IU and the profession. If you have any questions, please do not hesitate to contact me or an Association officer. The telephone numbers are listed on our letterhead.

In addition, we participate in a service program with PSEA-NEA by which UniServ representatives maintain the programs of the Association and serve as vehicles for preserving member benefits and services. Our UniServ office is currently located at:

Our UniServ representative is __________. The telephone number is ________.

We hope you will become an active member of the __IUEA. For that purpose, I am enclosing a membership form and dues deduction form with a preaddressed postage-paid envelope for their return. We look forward to hearing from you and hope to have you as a fellow member. Please let us know if we can be of any service.

Sincerely,

________________________
Local Association President

cc: ________________________, UniServ Representative
Association Officers

Encls: Return Envelope
Membership Form
Dues Deduction Form
Membership Information
Local Operations

( Newly employed teachers )

Dear ___________________: 

Welcome! 

Congratulations on your recent appointment as a member of the professional staff of the ___( local school district )__ . 

Please accept the Association's welcome as a member of the staff of our school district. The responsibility of representing you in collective bargaining belongs to the ___( local )__ Education Association. We believe that as a member of our faculty you will find your involvement personally rewarding and professionally satisfying. 

Representatives of the Association will be contacting you and offering their assistance as a continuation of our welcome. 

I look forward to meeting you in the near future. As your _________ Education Association President, I am, 

Sincerely, 

________________________
Local Association President
(New members)

Dear ___________________

Welcome to the ___________ Education Association and thank you for joining us.

Your decision to become a member of your professional association is most gratifying. You have placed with your colleagues the responsibility of providing the services of our local, state, and national association.

As you become an active member of your Association, participating in general membership meetings, perhaps you will consider running for the office of faculty representative or other elected office within the organization.

We'd like to know about your specific interests and contributions to our ongoing Association programs. Please let me know so that we might arrange for your orientation and welcome as an active participant.

Again, thank you for joining, and we look forward to your involvement.

If I may be of any assistance to you at any time during your professional career, please do not hesitate to contact me.

Sincerely,

________________________
Local Association President
Local Operations

(An invitation to new faculty members for lunch)

Dear __________________:

On ____(date)____, the ___(local)___ Education Association will host a luncheon for all new professional employees. Please join us for this luncheon as the Association's guest. This informal get-together will permit you to meet other colleagues who have recently been employed and to meet the leadership of your representative bargaining unit.

As your bargaining agent, it is our responsibility to negotiate with the Board of Education and reduce to writing those terms and conditions of employment which permit you to grow professionally and find teaching rewarding. At this luncheon, we will share some of the terms and conditions of employment in our collective bargaining agreement and the advantages you will find in joining your professional organization.

Please contact me on or before ____(date)____ so that we may guarantee your luncheon reservation. I can be reached at ____(telephone number)____.

I eagerly await meeting you and talking about our mutual concerns as members of our chosen profession.

Sincerely,

_____________________________
Local Association President
Local Operations

(Previous members on approved leave (unpaid))

RE: MEMBERSHIP DUES

Dear ___________________:  

It is my understanding you are on an unpaid leave for the _____ school year (or _____ semester).

I hope you are accomplishing the needs that caused your request for the leave.

I know that due to the fact you are not currently involved with the day to day activities at school, you may not be aware of the membership campaign currently in progress.

Any employee on unpaid leave of absence is categorized as a reserve member in the Association. Reserve members are required to pay the annual reserve membership dues of one-fourth the annual membership dues of the Association. The annual reserve membership dues for _____ year are $_____.

You are aware of the many benefits that are provided through your membership in the Association. I do not intend to review those benefits at this time, but I do have the responsibility of informing you of the membership requirements in one (1) area.

PSEA Legal Assistance Policy (legal assistance for job related problems) requires that you are a member; (1) at the time of the request; (2) the preceding school year; and (3) at the time of the event which precipitated the request.

If your membership is suspended this year for non-payment of dues you would be ineligible for legal assistance for one year after your membership would be reinstated.

I'm sure that you do not wish to cause a break in your membership, therefore I'm enclosing the necessary membership forms. Please complete the forms and enclose a check made payable to the _________ Education Association for the amount stipulated above. The completed forms and payment should be returned to _________ (name and address) .

If you have any questions or concerns, please contact me at _________.

Sincerely,

________________________
Local Association President

C: Membership Chairperson
UniServ Representative
Local Operations

2ND NOTICE

Dear ___________________: 

I wrote you a letter on ___(date)___ informing you of your membership status for _____ membership year. In that letter I explained the loss of benefits if you did not pay the reserved member annual dues. I have not received your response to my letter as of this date.

Please be aware that we are currently finalizing the membership for the ___ membership year. I hope we will be able to include your name as a member for this year.

If our records are incorrect and you have previously taken care of this problem, please contact me so that I may correct our records.

If you have made the decision not to remain a member of our association for this year, please notify me within ten (10) days.

If you have questions, please contact me.

Sincerely,

________________________
Local Association President

C: Membership Chairperson
   UniServ Representative
FINAL NOTICE

Dear ___________________:

    I have written you letters regarding your membership on ___(date)___ and ___(date)___.

    I have had no response and, therefore assume you are discontinuing your membership for
    the ___ year.

    If I do not receive payment for dues within ten (10) days your name will be removed
    from the membership rolls.

    If you have questions please call me.

Sincerely,

________________________
Local Association President

C:  Membership Chairperson
    UniServ Representative
Local Operations

(Previous members on approved paid leave (sabbatical))

Dear ____________________:

It is my understanding you are on an approved sabbatical leave for the _____ school year (or ____ semester).

I hope that your time away from your employment is enjoyable and you are accomplishing all of the intended purposes of your leave.

I know that since you are not involved with the day to day operations at school you may not be aware of the membership campaign currently in progress.

An employee on a paid leave of absence is categorized as an active member in the Association. All active members are required to pay the annual unified dues for active membership which are $_____. Failure to pay the annual dues would cause a break in your continuous membership and could cause problems upon your return.

You are aware of the many services that association membership entitles all members. It is not my desire to review all of the benefits of membership, however there is one (1) benefit you need to be cognizant of in your determination of your membership status.

It is important that I inform you of the membership requirements for eligibility under PSEA Legal Services Policy (legal assistance for your job related issues). In order for a member to be eligible for legal assistance if needed, they must (1) be an active member at the time of the application; (2) be an active member during the preceding school year; and (3) be a member at the time of the event which precipitated the request for assistance.

If you, while on sabbatical leave, would not pay your annual dues you would be ineligible for PSEA legal assistance for at least one full year after your return, assuming you reinstate your membership at that time.

I'm sure you do not wish to cause a break in your membership status so I would encourage you to send your dues payment as soon as possible.

I have enclosed the necessary membership forms that may be completed and returned to me. If you are not eligible for payroll deductions would you please enclose a check for the proper amount made payable to the Education Association. The completed forms and payment should be sent to _____________.

If you have any questions or concerns, please contact me at _________.

Sincerely,

________________________
Local Association President

C: Membership Chairperson
   UniServ Representative
2ND NOTICE

Dear ____________________:

I wrote a letter to you on _________ informing you of your obligations regarding Association membership. I have not received a response from you as of this date.

It is important that employees on sabbatical leave maintain their membership. Many employees returning from sabbatical leave experience job related problems which need legal assistance. If you do not pay the annual dues for this membership year you may jeopardize your right to have this assistance available. Please send your dues payment immediately.

If our records are incorrect and you have taken care of this obligation accept my apology and call me so that we may correct our records.

If you have any questions, please contact me.

Sincerely,

________________________
President

C: Membership Chairperson
   UniServ Representative
Local Operations

FINAL NOTICE

Dear ___________________:

I have written letters to you on _________ and _________. I have had no response as of this date.

The local association will finalize our __________ membership campaign and will delete your name from the rolls if your dues remain unpaid.

We must have your dues payment within ten (10) days or your name will be deleted. If our records are incorrect please notify me immediately.

If you have questions please call me.

Sincerely,

________________________
Local Association President

C: Membership Chairperson
   UniServ Representative

126                                                      EA PRM 2006-07
(Previous member choosing to discontinue membership)

For locals that do not have collective bargaining clauses which can be used to collect dues (i.e. maintenance of membership, etc.)

Dear ___________________:

To date, I have not had a response from you concerning your membership in the __________ Education Association.

Included are the necessary forms for membership. Please reconsider and complete these forms. You may return your forms to me through the inter-office mail. If you are not eligible for payroll deduction or choose to pay your dues by check please submit the same with the enclosed forms.

This letter is to inform you that failure to maintain continuous membership will make you ineligible for many association benefits including the PSEA Legal Assistance for a job related employment problem.

The PSEA Legal Services Policy eligibility requirements are as follows: (1) you must be a member at the time of the application for legal services; (2) been a member the preceding school year; and (3) be a member at the time of the event which precipitated the request for assistance.

I do not want you to become a non member of the Association, nor do I want you to lose your eligibility for legal assistance. However, if I do not hear from you by _________, I will be forced to officially remove you from our membership rolls.

If you have any questions or concerns, please call me at _________.

Sincerely,

________________________
Local Association President

C: Membership Chairperson
UniServ Representative
Local Operations

2ND NOTICE

Dear ___________________:

I sent you a letter of notification regarding your membership on _________. I have not had any response as to your intentions at this time.

It is necessary that I have a response from you as soon as possible. If you have returned the membership form and this letter is in error, I do apologize.

Please contact me at _________ if you have questions or feel our records are incorrect.

Sincerely,

________________________
Local Association President

C: Membership Chair
   UniServ Representative
FINAL NOTICE

Dear ___________________:

I have not received any response from you regarding payment of your 20__ and 20__ annual dues.

I am in the process of finalizing our local association dues report.

If I do not hear from you within ten (10) days I will assume you are not paying _________ annual dues and I will initiate whatever action is necessary to remove you from our membership rolls.

Membership in our Association is valuable to all employees and I hope you will reconsider your decision.

If our records are in error and you have taken care of your obligation please accept my apology. If our records are correct would you please pay your annual dues by _________.

If you have any questions or need to contact me, please call _________.

Sincerely,

________________________
Local Association President

C: Membership Chairperson
UniServ Representative
Local Operations

(Previous member choosing to discontinue membership)

For locals that have collective bargaining clauses which can be used to collect dues (i.e. maintenance of membership, etc.)

Dear __________:

To date, I have not had a response from you concerning your membership in the _________ Education Association.

Included are the necessary forms for membership. Please reconsider and complete these forms. You may return your forms to me through the inter-office mail. If you are not eligible for payroll deduction or choose to pay your dues by check please submit the same with the enclosed forms.

This letter is to inform you that failure to maintain continuous membership will make you ineligible for many association benefits including the PSEA Legal Assistance for a job related employment problem.

The PSEA Legal Services Policy eligibility requirements are as follows: (1) you must be a member at the time of the application for legal services; (2) been a member the preceding school year; and (3) be a member at the time of the event which precipitated the request for assistance.

Please understand the Section _________ of the Collective Bargaining Agreement stipulates that each employee is required to maintain active membership in the Association.

I do not want you to become a non member of the Association, nor do I want you to lose your eligibility for legal assistance. If I do not hear from you by _________, I will recommend the Association take appropriate action as per our collective bargaining agreement to enforce the agreement.

If you have any questions or concerns, please call me at _________.

Sincerely,

_________________________
Local Association President

C: Membership Chairperson
   UniServ Representative
2ND NOTICE

Dear ____________:

I sent you a letter of notification regarding your membership on ________. I have not had any response as to your intentions at this time.

It is necessary that I have a response from you as soon as possible. If you have returned the membership form and this letter is in error, I do apologize.

Please contact me at __________ if you have questions or feel our records are incorrect.

Sincerely,

_________________________
Local Association President

C: Membership Chair
   UniServ Representative
LOCAL OPERATIONS

FINAL NOTICE

Dear ____________:

I have not received any response from you regarding payment of your (year) annual dues.

I am in the process of finalizing our local association dues report.

If I do not hear from you within ten (10) days I will assume you are not paying _____ annual dues and I will initiate whatever action is necessary to maintain your membership under the terms of the collective bargaining agreement.

Membership in our Association is valuable to all employees and I hope you will reconsider your decision.

If our records are in error and you have taken care of your obligation please accept my apology. If our records are correct would you please pay your annual dues by __________.

If you have any questions or need to contact me, please call __________.

Sincerely,

_________________________
Local Association President

C: Membership Chairperson
UniServ Representative
**Form SS-4**

**Application for Employer Identification Number**

**For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, certain individuals, and others. See instructions.**

<table>
<thead>
<tr>
<th>Field</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of applicant (Legal name) (See instructions.)</td>
</tr>
<tr>
<td>2</td>
<td>Trade name of business, if different from name in line 1</td>
</tr>
<tr>
<td>3</td>
<td>Executor, trustee, &quot;care of&quot; name</td>
</tr>
<tr>
<td>4a</td>
<td>Mailing address (street address) (room, apt., or suite no.)</td>
</tr>
<tr>
<td>5a</td>
<td>Business address, if different from address in lines 4a and 4b</td>
</tr>
<tr>
<td>4b</td>
<td>City, state, and ZIP code</td>
</tr>
<tr>
<td>5b</td>
<td>City, state, and ZIP code</td>
</tr>
<tr>
<td>6</td>
<td>County and state where principal business is located</td>
</tr>
<tr>
<td>7</td>
<td>Name of principal officer, general partner, grantor, owner, or trustee—SSN required (See instructions.)</td>
</tr>
<tr>
<td>8a</td>
<td>Type of entity (Check only one box.) (See instructions.)</td>
</tr>
<tr>
<td></td>
<td>Sole Proprietor (SSN)</td>
</tr>
<tr>
<td></td>
<td>REMIC</td>
</tr>
<tr>
<td></td>
<td>State/local government</td>
</tr>
<tr>
<td></td>
<td>Other nonprofit organization (specify)</td>
</tr>
<tr>
<td></td>
<td>Other (specify)</td>
</tr>
<tr>
<td></td>
<td>Estate (SSN of decedent)</td>
</tr>
<tr>
<td></td>
<td>Plan administrator-SSN</td>
</tr>
<tr>
<td></td>
<td>Personal service corp.</td>
</tr>
<tr>
<td></td>
<td>Other corporation (specify)</td>
</tr>
<tr>
<td></td>
<td>National guard</td>
</tr>
<tr>
<td></td>
<td>Federal government/military</td>
</tr>
<tr>
<td></td>
<td>Church or church controlled organization</td>
</tr>
<tr>
<td></td>
<td>(enter GEN if applicable)</td>
</tr>
<tr>
<td>8b</td>
<td>If a corporation, name the state or foreign country (if applicable) where incorporated</td>
</tr>
<tr>
<td></td>
<td>State</td>
</tr>
<tr>
<td></td>
<td>Foreign country</td>
</tr>
<tr>
<td>9</td>
<td>Reason for applying (Check only one box.)</td>
</tr>
<tr>
<td></td>
<td>Started new business (specify)</td>
</tr>
<tr>
<td></td>
<td>Hired employees</td>
</tr>
<tr>
<td></td>
<td>Created a pension plan (specify type)</td>
</tr>
<tr>
<td></td>
<td>Banking purpose (specify)</td>
</tr>
<tr>
<td></td>
<td>Changed type of organization (specify)</td>
</tr>
<tr>
<td></td>
<td>Purchased going business</td>
</tr>
<tr>
<td></td>
<td>Created a trust (specify)</td>
</tr>
<tr>
<td></td>
<td>Other (specify)</td>
</tr>
<tr>
<td>10</td>
<td>Date business started or acquired (Mo., day, year) (See instructions.)</td>
</tr>
<tr>
<td>11</td>
<td>Enter closing month of accounting year. (See instructions.)</td>
</tr>
<tr>
<td>12</td>
<td>First date wages or annuities were paid or will be paid (Mo., day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (Mo., day, year)</td>
</tr>
<tr>
<td>13</td>
<td>Enter highest number of employees expected in the next 12 months. Note: If the applicant does not expect to have any employees during the period, enter &quot;0.&quot;</td>
</tr>
<tr>
<td>14</td>
<td>Principal activity (See instructions.)</td>
</tr>
<tr>
<td>15</td>
<td>Is the principal business activity manufacturing?</td>
</tr>
<tr>
<td></td>
<td>If &quot;Yes,&quot; principal product and raw material used</td>
</tr>
<tr>
<td>16</td>
<td>To whom are most of the products or services sold? Please check the appropriate box.</td>
</tr>
<tr>
<td></td>
<td>Business (wholesale)</td>
</tr>
<tr>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>17a</td>
<td>Has the applicant ever applied for an identification number for this or any other business?</td>
</tr>
<tr>
<td></td>
<td>Note: If &quot;Yes,&quot; please complete lines 17b and 17c.</td>
</tr>
<tr>
<td></td>
<td>Legal name</td>
</tr>
<tr>
<td>17c</td>
<td>Enter approximate date, city, and state where the application was filed and the previous employer identification number if known.</td>
</tr>
<tr>
<td></td>
<td>Approximate date when filed (Mo., day, year)</td>
</tr>
<tr>
<td></td>
<td>City and state where filed</td>
</tr>
<tr>
<td></td>
<td>Previous EIN</td>
</tr>
<tr>
<td>17d</td>
<td>Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete. Business telephone number (include area code)</td>
</tr>
<tr>
<td>Name and title (Please type or print clearly.)</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Do not write below this line. For official use only.

**Please leave blank.**

For Paperwork Reduction Act Notice, see attached instructions.
ACT 48/CONTINUING PROFESSIONAL EDUCATION

DESCRIPTOR

Professional educator access to effective professional education is essential to student achievement. The legislature has guaranteed teachers and education specialists district planning participation. Act 48 of 1999 requires that each school entity submit to the Department of Education a continuing professional education plan, which must meet the instructional needs of the students and the professional needs of staff. This plan is to be prepared by teacher representatives, educational specialist representatives, administrative representatives and community representatives.

Each plan must minimally include these CPE options:
- Collegiate study credits,
- Continuing professional education course credits,
- Hours of learning experience, activities or programs.

PSEA recommends including as many development options in the plan as possible, including those activities for which PSEA has been awarded state approval.

Effective professional development includes a broad variety of approaches: individual, small group, and large group; district-sponsored and other-agency sponsored; college coursework and non-college; taught by peers and others; including curriculum and assessment development and peer dialogue groups. The topics grow out of community, student and professional needs.

PERTINENT LAW OR REGULATION

Act 48 of 1999

EFFECT ON MEMBERS

Accrue 6 collegiate credits, 6 continuous professional education course credits or 180 hours of any combination of hours and credits. For calculation purposes – 30 hours equals 1 credit.

LOCAL'S ROLE AND RESPONSIBILITY

Locals must initiate discussion with the administration to determine the number and proportion of teacher and education specialist representatives on the Act 48 Committee. PSEA recommends at least two elementary teachers, 2 middle school teachers, 2 high school teachers and 2 educational specialists as part of the Local Act 48 Team. PSEA recommends Act 48 committees meet at least once a semester to monitor implementation. Teacher organizations must organize to influence the selection and replacement of representatives and maintain continuing focus on the importance of their input into continuing professional development planning. Locals should press for PSEA to be listed in the entity’s CPE Plans as a provider of professional education.

Representatives should encourage inclusion of district in-service programs within the planning scope of work of the Act 48 CPE Planning Committee. All plans are three-year plans and need to be completely rewritten each 3-year period.
Related mandatory bargaining issues include released time or compensation for committee members, tuition reimbursement, conference expenses, and paid leaves. Related permissive bargaining issues include committee composition, selection, and responsibilities.

**PSEA REFERENCE MATERIALS**

Access PSEA’s most current materials on Act 48 at [www.psea.org](http://www.psea.org); click on Resource Center; click on Teaching and Learning.

**CAUTIONS**

- Locals must initiate discussion of how Act 48 will be implemented locally—number of representatives, method of selection, scope of work, etc.
- Locals must maintain liaison with teacher representatives serving on planning committees.
- District staff development/in-service should be included within the scope of Act 48 Committee decision making.
- Planning should take place during the regular work day and year.
- PSEA should be listed as an approved provider.

- Locals should refer individuals who have received Notices of Inactive Certification from the Department of Education for failure to comply with Act 48 professional development requirements to their UniServ Representatives for information on how and whether to file an appeal. Appeals must be filed within thirty (30) days of receipt of Notices of Inactive Certification, so locals should refer these individuals to their UniServ Representatives as soon as possible.

**FREQUENTLY ASKED QUESTIONS**

What is Act 48?
Act 48 is a law mandating all Pennsylvania certified educators to maintain an active certificate through continuing professional development activities. Anyone holding an Intern, Instructional I or II, Educational Specialist I or II, Administrative, Supervisory, Letter of Eligibility and any vocational certificate is affected by Act 48.
What are the deadlines for meeting the requirements?
Act 48 requirements must be met in five-year increments. In June 2005, the legislature extended the deadline for the first Act 48 cycle to April 30, 2006 for anyone who held a Pennsylvania educational certificate at the time the law became effective. Beyond that first cycle, teachers will have five years to complete the Act 48 requirements. Teachers must accrue 6 collegiate credits or 6 continuing professional education credits (IU) and/or 180 Act 48 activity hours or a combination thereof, within each five-year timeframe. The requirements are renewed every five years. The deadline date for those who were certified after July 2, 2000 will be five years after the date their certificate was granted.

What happens if a certificate holder does nothing to comply with Act 48?
If the individual is a professional or temporary professional employee of a school entity, the individual cannot work once the certificate is rendered inaction and could lose his/her job since the School Code prohibits working on an expired license. If the individual is not employed, the certificate becomes inactive and the holder is disqualified from being employed as a professional or temporary professional until the active status is returned with the exception that such professionals may work for up to 90 days as a temporary or substitute teacher.

Is there any way to appeal inactive certification for failure to comply with Act 48 requirements?
Individuals who fail to comply with Act 48 requirements will receive a Notice of Inactive Certification from the Department of Education. Included within the Notice is a form that individuals may use to file an appeal of the Department’s efforts to inactive the educator’s certificate. Appeals must be filed within thirty (30) days of the date of the Notice of Inactive Certification. For this reason, it is crucial that individuals that receive such Notices contact their UniServ Representatives as soon as possible. Individuals that file an appeal of the Notice of Inactive Certification will continue to have active certificates pending the ultimate disposition of the appeal. As such, individuals are able to continue active employment on their active certificate throughout the pendency of the appeal.

If an individual holds a Level I certificate, is he/she required to maintain its active status and convert the certificate to a Level II as well?
Yes. Six credits of the 24 needed to convert from a Level I or a Level II can be applied to meeting Act 48 requirements as well as to convert the certificate from a Level I or a Level II.

Does the law allow extensions to meet the mandate?
There is a provision for granting an extension “due to extenuating circumstances,” however the Department is not expected to be lenient in this area.
What activity options does the law permit?
Six credits of collegiate credit, graduate or undergraduate; or 6 credits of continuing professional education (usually IU credits); or 180 hours of experiences, program and/or activities or any combination of these options.

Is it true that the Pennsylvania Department of Education will provide at least 40 hours of CPE each year free of charge?
Yes. The law requires it. This year educators will be able to accrue CPE hours in safe schools, reading and graphic organization via the Internet at http://pa.professionaleducation.org/

Who reports Act 48 credit or activity hours to PDE?
The law requires this to be done by the provider. That may be a college, university, PSEA, any other approved provider and/or school entities.

Will professional certificate holders be able to access their certificate status?
Yes, by contacting PDE’s website (www.teaching.state.pa.us/teaching/cwp) and clicking on Act 48 Continuing Professional Education. Individuals will be asked for their Social Security number as identification.

Will professional educators be informed about the status of their mandated compliance?
According to the law, PDE must notify both the educator and the employing entity of the individual's status at least 12 months prior to the end of the five-year-cycle.

Do professional educators have any responsibility with regard to notifying PDE of their current addresses?
Yes. As of July 1, 2005, every certificated educator will be responsible to notify PDE of their current address via PDE Form #338AC.

I have taken a course at my local college/university and they refuse to report my credits – what can I do?
PDE has requested that members experiencing this problem provide them with detailed information in writing. The Department plans on publishing a list of colleges/universities that are not complying with Act 48. We recommend that anyone considering taking a course for Act 48 credit make certain the college/university will report this information to PDE before they register and pay for the course. We also recommend that you maintain your own records as proof of completed courses/activities and if you experience reporting problems, it may be necessary to have the college or university send an official transcript to PDE.

Are charter school faculty affected by Act 48?
Charter schools are public school entities and to the extent they must employ certificated educators, they must meet Act 48 mandates.

I am a frequent substitute with one or two school districts. I hold a valid PA certificate. May I ask one of the districts I sub for if I can take advantage of the CPE activities it sponsors so I won’t have to search out such activities independently?
Certainly. PSEA has written to each school entity’s chief school administrator and encouraged them to invite retired teachers and substitutes to take part in their in-service programs.
What are the options for retired educators, those contemplating retirement or those considering moving out of state?

They can:
- Maintain an active certificate by complying with Act 48 requirements;
- Allow their certificates to lapse into inactivity thereby disqualifying themselves as candidates for any full-time teaching/service positions in any public school in the Commonwealth;
- Seek inactive status, which suspends Act 48 requirements until an application is submitted to reactivate the certificate. Only those educators who are not employed as professional or temporary professional staff in public school entities may apply for inactive status. Candidates for inactive status may download Form 338R from PDE’s web site (www.pde.state.pa.us) or call 717-787-3356 and request said form.

Continuing Professional Development, Act 48 and PSEA

Does PSEA provide any workshops for Act 48 credit?

PSEA does not provide collegiate credit or continuing education units. However, PSEA is an approved provider and does hosts workshops that yield Act 48 activity hours. Currently, PSEA offers 58 programs for Act 48 activity hours.

How do I find out more about these programs?

1. The catalog of offerings can be found on the PSEA website(www.psea.org) or a member can request a copy of the catalog by contacting Education Services Division at PSEA Headquarters (800-944-7732);
2. Since most of the programs are offered by PSEA at the region or cluster level, it is suggested you contact your region office to obtain a calendar of Regional Continuing Education Programs (RCPE);
3. Many programs are delivered to school entities as part of their in-service programs. Contact your local Act 48 Planning Committee to receive more information about your in-service programs.

If my Act 48 Planning Committee wants PSEA sessions for in-service programs, how are the arrangements made?

Follow the directions posted with the workshops; www.psea.org; click Resources; click Teaching and Learning.

Is there a cost to have one of these Act 48 presentations conducted?

If the local arranges for these presentations at an Education Association meeting, there is no charge. Otherwise, the charge is $5.00 per participant per session with a cap of $500 per session. Some sessions have additional costs which are included in each descriptor.
The State Board of Education adopted changes in the curriculum requirements for all public schools when it adopted Chapter 4 in January, 1999. The new curriculum requirements maintain a standards-based, performance-based system. Academic standards for grades 3, 5, 8, and 11 are provided not just culminating standards. The change was initiated by Governor Ridge.

SUMMARY OF THE CHAPTER 4 REGULATIONS

Basic Direction
- Incorporates Chapter 3, Testing; Chapter 5, Curriculum; and Chapter 6, Vocational-Technical into a new Chapter 4, Academic Standards and Assessment.
- Continues allowing standards-based, performance-based education.

Student Learning Aims
- Substitutes academic standards in all subjects at grades 3, 5, 8 and 11 for culminating learning outcomes.
- The Governor’s June 1997 proposed standards in 1) math, 2) reading and writing were modified by the Board on April 1998, consistent with recommendations made through a Board-contracted benchmarking process and public input.
- Establishes descriptions of academic content areas for which standards are not yet ready.
- Academic standards in other subject areas.

Assessment
- Makes student portfolios optional.
- Maintains state testing in math, writing, and reading at grades 3 - 8, and 11.
- Allows exemption from state testing if parent/guardian requests on religious grounds after examining the tests.

Accountability
- Maintains student project as graduation requirement.
- Requires proficiency in reading, writing and math on state tests (or equivalent local assessments) for graduation.
- Continues generation and distribution of School Profiles to districts.
- Continues collecting student achievement data by district only, not by student.
- Requires local assessment.

Curriculum
- Requires district remediation plan for students not achieving reading and math proficiency by end of fourth grade
- Substitutes “planned instruction” for “planned course” requirements.
- Drops foreign language requirement for graduation.
- Allows exemptions from instruction if parent/guardian requests on religious grounds
- Keeps instruction in English for speakers of other languages (ESOL) requirement.
- Keeps physical education and athletics requirement.
- Keeps special education requirement, with language consistent with federal law (IDEA.)
- Keeps gifted education requirement.
• Keeps HIV/AIDS requirement.
• Keeps vocational-technical education requirement, with language consistent with field practices.
• Changes “Communication” to “Reading, Writing, Speaking, and Listening”
• Defines “Social Studies” as history, geography, civics and government, and economics.
• Clarifies definition of “Wellness and Fitness.”
• Adds “World Languages.”
• Assures access for parents to information on curriculum, instructional materials, and assessment techniques.

Planning
• Requires strategic planning.
• Requires teacher selection of teacher representatives on strategic planning committees.
• Drops state approval of strategic plans.
• Includes requirement that the district’s strategic plan cite specific annual improvement goals for student scores on state and local assessments.

See also, OUTCOMES-BASED ASSESSMENT, RESTRUCTURING, AND STRATEGIC PLANNING.

PERTINENT LAW OR REGULATION

1999, Chapter 4, Regulations of the State Board of Education of Pennsylvania on Academic Standards and Assessment.

EFFECT ON MEMBERS

Teachers will have an unprecedented level of involvement in curriculum revision in the local school district. They will be involved in the strategic planning committee, in the writing of planned courses, teaching to the academic standards, and in developing assessment techniques. All of these areas may impact on the terms and conditions of employment.

LOCAL'S ROLE AND RESPONSIBILITY

Local associations should be on guard not to lose involvement rights that could prevent program loss and member layoff. Since extensive teacher involvement may be new to your local school district administration your members need to know what their rights of involvement are and how that involvement may be necessary to prevent erosion of your school district curriculum.

The regulations require:
(a) Representatives, selected by teachers, to serve on the district strategic planning committee.
(b) School boards, which do not approve a strategic plan, to consult with the strategic planning committee for the "greatest consensus prior to its submission and shall include any minority report which is developed."
DISTANCE LEARNING

DESCRIPTOR

Distance Learning is a term used to describe one or more forms of technology that has the capability of delivering instruction from a remote point of origin to a classroom or learning station.

PERTINENT LAW OR REGULATION

None.

EFFECT ON MEMBERS

The long-range negative effect could be the replacement of teachers by one or more of the distance learning providers. The long range positive effect could be the enhancement of instruction and the expansion of teaching opportunities with the same technology without loss of teaching staff.

LOCAL’S ROLE AND RESPONSIBILITY

To protect the interests of members through development of contract language or use of other appropriate avenues.

REFERENCE MATERIALS

Position on Distance Learning
Guidelines for involvement developed during a PSEA/Mansfield University pilot study.
Contract language

CAUTIONS

- The early and proper involvement of the local association will be useful in shaping the use of distance learning techniques to the benefit of all concerned. Neglect of this issue could lead to reduction in the base line faculty complement.
INDUCTION

DESCRIPTOR

Induction is an organized program designed to support the orderly passage of the beginning teacher through the initial teaching period.

PERTINENT LAW OR REGULATION

None.

EFFECT ON MEMBERS

All full- and part-time regularly employed teachers engaged in their initial teaching experience must participate in their school entity's induction program. NOTE: Evidence of having successfully completed an induction program is necessary to qualify for an Instructional II or Vocational Instructional II certificate.

LOCAL'S ROLE AND RESPONSIBILITY

The local should advocate for teacher participation in planning and for administrative support for effective implementation. Nothing prohibits the same local committee from handling both professional development and induction.

After approval by the Department of Education approves the district’s induction plan the local should monitor implementation of the plan. Stay alert that the induction process remains one of support to the inductee, not one of evaluation.

PSEA REFERENCE MATERIALS

PSEA, Advisory, Induction
PSEA, Induction, Sample Plan
PSEA, Professional Development and Induction Guide
PDE, Induction and Professional Development Guidelines (Revised, 2001)

CAUTIONS

- Locals must initiate discussion of how induction will be implemented locally—relationship to evaluation, who will write the plan, method of mentor teacher selection, etc.
- Locals must maintain liaison with teacher representatives
- Planning should take place during the regular work day and year
- Mentors should be compensated
- Everyone must complete an induction program to qualify to convert from a Level I Instructional to a Level II.
CHAPTER 16/SPECIAL EDUCATION FOR GIFTED STUDENTS

DESCRIPTOR

In December 2000, the State Board of Education adopted Chapter 16, 22 PA Code, Gifted Education; Special Education Services and Programs. In so doing the Board acknowledged that students who are gifted and are in need of specially designed instruction are considered to be children with exceptionalities under section 1371 (1) of the School Code. Chapter 16 specifies how the Commonwealth will meet its obligations to suspected and identified gifted students who require gifted education to reach their potential. The creation of Chapter 16 benefits the student who are, or thought to be, gifted; and their parents. School districts and other education agencies must comply with the regulations.

Copies of Chapter 16 are available from the PSEA Web Site (www.psea.org)

FREQUENTLY ASKED QUESTIONS

What is the purpose of Chapter 16, Title 22, Education? The purpose of Chapter 16, Gifted Education - Special Education, is to acknowledge that students who are gifted and in need of specially designed instruction are considered in Pennsylvania to be children with exceptionalities under section 1371 of the School Code. The chapter specifies how the Commonwealth, through its school districts, will meet its obligations to suspected and identified exceptional students who require services to reach their potential.

When did Chapter 16 become effective? It took effect on December 9, 2000. It will be reviewed by the State Board of Education beginning in 2006.

Whom does Chapter 16 cover? Students who are exceptional under section 1371 of the School Code (24 P.S. 13-137) because they meet the definition of “mentally gifted” and need specially designed instruction beyond that required in Chapter 4 (Academic Standards and Assessments).

What is the definition of “mentally gifted”? The term includes a person “who has an IQ of 130 or higher and meets the multiple criteria as set forth in Department Guidelines indicating gifted ability. Determination of gifted ability will not be based on IQ score alone. A person with an IQ score lower than 130 may be admitted to gifted programs when other educational criteria in the profile of the person strongly indicate gifted ability and need for services.

Is a school psychologist required to be part of the evaluation process for a student who is thought to be gifted? Yes, determination of mentally gifted shall include an assessment by a certified school psychologist.

Must an evaluation be conducted whenever a parent requests it? Yes, if the evaluation request is in writing. However, requests are limited to one per school term.

Who is included on the Gifted Multidisciplinary Team? The student’s parents, a certified school psychologist, persons familiar with the student’s educational experience and performance, one or more of the student’s current teachers, LEA, persons trained in appropriate evaluation techniques, and when possible, persons familiar with the student’s cultural background. One member may meet two or more of these qualifications.
Can eligibility be based solely on the IQ score? Absolutely not.

Is there a summary of the findings and recommendations of the Gifted Multidisciplinary Team? Yes, there must be a written report that brings together the information and findings from the evaluation or reevaluation concerning the student’s educational needs and strengths.

What is the timeline for evaluation? The evaluation must be completed within 45 school days after receiving parental permission to evaluate. The written report must be completed within 10 school days after that. The evaluation report must be delivered to the parents within 5 school days after that. (Total of 60 school days, maximum.)

How frequently are re-evaluations required? Before a change in educational placement and/or upon recommendation of the GIEP team.

Who is a member of the GIEP team? The student’s parent(s), the student if 16 years of age or older, a representative of the district who can commit district resources, one or more of the student’s current teachers, and other individuals at the discretion of the parents or district.

What is included on the GIEP?
- Student’s present levels of educational performance,
- Annual goals and short term learning outcomes,
- Specially designed instruction and support services,
- Dates for initiation and anticipated duration,
- Assessment procedures, and
- Names and positions of GIEP members.

What timelines cover the development and implementation of the GIEP?
- Development within 30 calendar days after the GMDT written report.
- Implementation within 10 school days after it is signed or at the start of the following school year if completed less than 30 days before the last day of scheduled classes.

What is the required GIEP review cycle? At least annually.

Is there a maximum caseload for teachers of GIEP students? Yes, it is 75 students.

Is there a maximum class size for GIEP classes? Yes, the maximum is 20 students at a time.

May class size and caseload maximums be waived? Yes, by the Secretary of Education upon written request by the district for “extenuating circumstances.”

What if a student is covered by both Chapter 16 and Chapter 14, Special Education Services and Programs (for students with disabilities)? If a student is determined to be both gifted and eligible for special education, the procedures in Chapter 14 shall take precedence.

Should school districts provide separate evaluation procedures, IEPs and procedural safeguards for a student eligible under both Chapters 14 and 16? No, it is not necessary to conduct separate processes, paperwork, services or programs.
Do students with GIEPs have due process rights? Yes, although they differ from rights under IDEA and Chapter 14.

EDUCATING STUDENTS WITH DISABILITIES

Students with disabilities have the undeniable right to be educated in the public schools of our Commonwealth. Recognizing that such students often require accommodation or specially designed instruction to be successful in school, PSEA members are obligated to abide by certain federal and state laws. Failure to implement and carry out Section 504 is a direct violation of federal law.

Those Students Who Have a Disability and Need Reasonable Accommodations
Section 504 of the 1973 Vocational Rehabilitation Act protects people with disabilities against discrimination. Eligibility under Section 504 is afforded to anyone who has a physical or mental impairment that substantially limits one or more major life activities, such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

Additionally, Section 504 requires schools that receive federal funding
- Ensure students opportunities for full participation in schools programs;
- Reasonable accommodations; and
- Due process rights

Each school district is required by federal law to have a Section 504 Coordinator. It is this person’s responsibility to make sure the school follows the law, adopts appropriate policies, and informs educators of their responsibilities under this law.

In Pennsylvania, we have a regulation that indicates how Section 504 will be implemented in our public schools; this is Chapter 15, 22 PA Code, “Protected Handicapped Childrens’ Act.” Chapter 15 reiterates a student’s rights under Section 504, and also calls for a “Service Agreement,” which outlines what the school will provide for this student.

Below find more information on Chapter 15.

What is Chapter 15? Chapter 15, Title 22, PA Code, is the Protected Handicapped Students Act. It is one of many regulations adopted by the State Board of Education. It became effective in February 1991. It protects students in our schools who have disabling conditions and who need reasonable accommodations to benefit from regular education programs.

How does Chapter 15 interface with Section 504 of the Rehabilitation Act? The ADA? Chapter 15 is a Pennsylvania requirement. Both Section 504 of the 1973 Rehabilitation Act and the 1990 Americans with Disabilities Act are federal laws. Section 504 has much more impact on public schools than does the ADA. Our Chapter 15 basically indicates how PA schools will ensure all the protections given students with disabilities who need reasonable accommodations and establishes that these guarantees will be documented in a Service Agreement.
Who is eligible for coverage under these laws? People who have disabling conditions that significantly limit a major life function are generally considered eligible for coverage under these laws. Section 504 provides coverage from birth to death; whereas Chapter 15 provides coverage for students in grades K-12.

What kinds of disabilities might fall under Chapter 15 coverage rather than Chapter 14 (Special Education) coverage? A student with a minimal hearing loss, spina bifida, attention deficit disorder, diabetes, or cancer might fall under Chapter 15; whereas a student with a severe hearing loss, multiple disabilities, learning disabilities, or autism would probably fall under Chapter 14.

What protections are guaranteed under these laws? There are basically 4 protections guaranteed: (1) there will be no discrimination based on disability; (2) protected individuals will be guaranteed the opportunity for full participation in the school’s programs; (3) reasonable accommodations; and (4) the right to due process.

What are my responsibilities to provide FAPE (Free Appropriate Public Education)? As an educator, your responsibilities are to know what is included on the Service Agreement and to provide those accommodations as best you can. Ask for help, clarification, training, etc. whenever you feel it is necessary. Also, you are responsible to help identify students who have disabilities and might need accommodations. Educators are advised to refer students for evaluation if such a disability is suspected.

What if I disagree with a Service Agreement? An educator may disagree with a Service agreement, and articulate his/her professional opinion. However, an educator must follow a Service Agreement to the best of his/her ability, even if they disagree with it.

May I be part of the Service Agreement team? Yes. Although unlike an IEP team, the team to develop the Service Agreement can be as small as the parent and an administrator.

Must I receive a copy of the Service Agreement? No. However, if you are expected to implement any part of the Service Agreement, it is expected that you will be informed of your expectations and responsibilities.

How can a Service Agreement be changed? Primarily the Service Agreement would be changed in a meeting between the parent and the administrator.

How often does a Service Agreement need to be reviewed? The state law does not mandate any particular review timelines. We do know, that Service Agreements can be reviewed and modified if necessary any time the school and/or the parents believe it is necessary. Many school districts have chosen to review service agreements on a yearly basis.

What types of accommodations are typical on a Service Agreement? Usually accommodations fall into 4 categories:

- Instructional accommodations – e.g. preferential seating; untimed tests; permission to stand-up during seatwork; an extra set of books at home; teacher monitored assignment books.
- Behavioral accommodations – e.g. individualized communication system regarding behavior; permission to call one’s own time-outs; special parental notification.
- Health accommodations – e.g. receiving medication; catheterization; special food.
• Travel/access accommodations – e.g. use of elevator; special bus; air conditioning; special evacuation procedures.

**Those Students with Disabilities Who Need Specially Designed Instruction**

For some students with disabilities, reasonable accommodations will not lead to success in school. In situations where the disability impacts learning to a greater extent, another federal law, “The Individuals With Disabilities Education Act (IDEA)”, protects students and establishes “special education.” Only public schools who accept federal special education funds are obligated to implement IDEA, however, in Pennsylvania this includes all public schools. Pennsylvania regulates the provision of special education through Chapter 14, 22 PA Code, “Special Education Programs and Services.” IDEA and Chapter 14 entitlements include:

• Free and Appropriate Public Education (FAPE)
• An Individualized Education Program that includes specially designed instruction or supplementary aids and services designed to help the student reach his/her goals and objectives
• Education in the least restrictive environment
• Due process rights

In order for students to be eligible for special education, they must meet two criteria

1. It must be determined by a team of professionals and the parent that the student has one or more of the following disabilities:
   • Autism
   • Blindness/visual impairment
   • Deafness/Hard of Hearing
   • Emotional disturbance
   • Mental retardation
   • Multiple disabilities
   • Orthopedic impairment
   • Specific learning disability
   • Speech or language impairment
   • Traumatic brain injury

2. The team of professionals and the parent must conclude that because of the disability(ies), the student needs specially designed instruction.

Eligibility for IDEA coverage is only afforded to students meeting the above criteria, and who are 21 years of age or younger.

For more information on IDEA and Chapter 14, read the questions and answers below.

**What are IDEA and Chapter 14?**
The Individuals with Disabilities Education Act (IDEA) is the federal law that regulates the education of students with disabilities who need specially designed instruction that is special education. Chapter 14, 22 PA Code, is the Pennsylvania law that regulates the education of these students. IDEA was originally passed in 1975 and reauthorized as recently as 2004. Chapter 14 was originally passed in 1990 and revised in 2001 & 2004. Final approval of federal regulations is pending.
What is the process for initially determining if a student is eligible for IDEA and Chapter 14?

1. Child Find;
2. Screening;
3. Parent permission to conduct a Multidisciplinary Evaluation (MDE);
4. MDE meeting;
5. Evaluation Report (ER);
6. If the MDE determines the student is eligible for special education, the IEP team meets and the IEP is developed and the Notice of Recommended Educational Placement (NOREP) is signed;
7. If the MDE determines the student is NOT eligible for special education, the NOREP is signed and the school may consider developing a Service Agreement.
8. If a student is eligible and in need, parents can say NO and student stays in regular education.

What is Childfind?
Childfind is a school district’s responsibility to adopt and annually implement a public outreach awareness system to locate and identify children thought to be eligible for special education within the school’s jurisdiction. Childfind requirements cover students who might be eligible for early intervention through school age programs (ages 3 - 21).

Are Instructional Support Teams required as a part of Screening?
No, ISTs are no longer required in Pennsylvania; however, every school entity must establish a screening process that includes health and sensory screening, and activities to determine if interventions will sufficiently correct academic or behavioral difficulties. Chapter 14 says that school entities may choose to continue ISTs as their screening process or they may choose other screening activities such as child-study teams, student staffing procedures, student intervention activities, etc. It is important to note that Chapter 14 requires schools to design activities to gain the participation of parents in the screening process.

What is the timeline for screening activities?
If these activities have produced little or no improvement within 60 school days after initiation, the student must be referred for a multidisciplinary evaluation. Also, a parent may request a multidisciplinary evaluation at any time including prior to or during screening activities.

What is a Multidisciplinary Evaluation (MDE)?
An MDE is a variety of assessment tools and strategies to gather relevant functional and developmental information that will assist in making an eligibility determination, and, if appropriate, recommendations for IEP programming. No single procedure may be used as the sole criterion for determining whether a child is a child with a disability or determining programmatic needs. Tests must be used for the purpose they were intended, cannot be racially biased and must be administered in the child’s native language.

It should be noted that eligibility decisions cannot be determined based on a lack of instruction in reading or math or limited English proficiency.
Who serves on the MDE?
- Parents;
- Professionals, determined on a case-by-case basis; and
- Psychologists when evaluating a student for autism, emotional disturbance, mental retardation, multiple disabilities, other health impairment, specific learning disabilities and traumatic brain injuries.

What are the MDE timelines?
The evaluation process must be completed within 60 school days of receiving parental permission to conduct the evaluation. This timeline includes the completion of the assessments, writing the ER and communicating that ER to the parents.

What if a parent refuses consent for an MDE?
The school may pursue mediation or due process.

How is the eligibility question answered?
Based on the findings of the Multidisciplinary Evaluation, eligibility is determined by addressing two questions. Both questions must be answered in the affirmative in order for a student to be eligible for IDEA and Chapter 14 coverage.
1. Does the student have one or more of the 10 listed disabilities?
2. As a result of that disability(ies), does the student need specially designed instruction (synonymous with special education)?

How often are re-evals required?
Re-evaluations can occur at any time, however for students who have mental retardation, re-evals must be conducted at least every 2 years; for all other disabilities, re-evals must be conducted at least every 3 years. Also a re-evaluation is necessary before any change of placement except graduation or aging out of IDEA/Chapter 14 coverage.

What is included in a re-evaluation?
A review of existing information including, but not limited to, classroom observations, teacher and related services providers observations, information from the parents, and current classroom based assessments. Additional data, if any, may be required as determined by the IEP team.

What is an IEP?
The Individualized Education Program or IEP means a written statement for each child with a disability that is developed, reviewed and revised at least annually.

What is included as part of the IEP?
Statements of
1. the student’s present levels of educational performance;
2. how the student’s disability affects the child’s involvement in the general curriculum;
3. measurable annual goals and short-term objectives;
4. special education (specially designed instruction), related services and supplementary aids and services that will be provided to the student;
5. program modifications;
6. supports for school personnel;
7. an explanation of the extent, if any, to which the child will NOT participate with non-disabled children in regular classes;
8. any individual modifications in the state or district-wide assessment or why such an assessment is not appropriate and how the student will be assessed;
9. projected date for the beginning of services and modifications;
10. frequency, duration and location of services and modifications;
11. how the student’s goals will be measured;
12. how the student’s parents will be regularly informed of progress toward the goals;
13. behavior support plans, if needed;
14. consideration for extended school year services;
15. transition services beginning at age 16 or younger;
16. notification of the young adult’s rights, at least one year before the child reaches the age of majority (PA defines the age of majority as 21 years of age).

Who are members of the IEP team?
- The parents of the student;
- at least one regular education teacher of such child;
- at least one special education teacher, or provider;
- a representative of the local education agency (LEA rep) who:
  - is qualified to provide, or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities;
  - is knowledgeable about the general curriculum; and
  - is knowledgeable about the availability of resources of the local education agency;
- someone who can interpret the instructional implications of evaluation results;
- other individuals who have knowledge or special expertise; and
- the student, whenever appropriate.

Does the law require a local education agency or school district to name a coordinator of transition services?
Yes, PA law requires each school district to designate persons responsible to coordinate transition activities; the federal law has no such requirement.

What is behavior support?
The development, change and maintenance of selected behaviors through the systematic application of behavior change techniques using positive techniques.

Which students require behavior support/behavior management plans?
IEP students who exhibit behaviors that impede their own learning or the learning of others.

What does PA law require for ESY services?
Generally speaking, every IEP team must consider the need for extended school year services based on consideration of:
- whether the student reverts to a lower level of functioning as evidenced by a measurable decrease in skills or behaviors which occurs as a result of an interruption in educational programming – Regression;
- whether the student has the capacity to recover the skills and other behavior patterns in which regression occurred to a level demonstrated prior to the interruption of educational programming – Recoupment;
- whether regression and recoupment difficulties make it unlikely that the student will maintain the skills and behavior relevant to IEP goals and objectives;
the extent to which a skill or behavior has been mastered and whether this skill or behavior is crucial for self-sufficiency and independence from caretakers; and
whether successive interruptions in educational programming result in the student’s withdrawal from the learning process.

What types of support are provided as part of special education?
Pennsylvania recognizes 9 different types of support in special education:
1. autistic support;
2. blind and visually impaired support;
3. deaf and hard of hearing support;
4. emotional support;
5. learning support;
6. life skills support;
7. multiple disabilities support;
8. physical support; and
9. speech and language support.

How are decisions about types of support made? By whom?
Decisions on type(s) of support as part of the IEP are based on the student’s needs. Decisions are not made on the category of disability. The IEP team makes decisions about the type of support to be provided to the student.

Are there different amounts of support provided to students? Who makes this decision?
Yes, Pennsylvania recognizes four levels of intervention or levels of support. The IEP decides on the amount as well as the type of support. The four levels of intervention in PA include: itinerant; resource room; part-time and full-time.

Is education in the Least Restrictive Environment (LRE) still an integral part of the IEP?
Yes. The LRE mandate still exists, which means the school entities must provide a full continuum of placement options, however, the preference is for students to be educated with supplemental aids and services, to the extent appropriate, as determined by the IEP team.

Do IEP students have any special rights regarding facilities?
Yes, in Pennsylvania the comparability and availability of facilities for students with a disability must be included in the school entity special education plan. Classrooms for students with disabilities should be maintained within a school building for at least 3 school years. A special education class must have at least 28 sq. feet per student.

What is the difference between a Service Agreement and an IEP?
Some of the differences include:

<table>
<thead>
<tr>
<th>Service Agreement</th>
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<tr>
<td>Reasonable accommodations</td>
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<tr>
<td>No specified review period</td>
</tr>
<tr>
<td>Developed by very small team</td>
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<tr>
<td>No specific referral information is mandated</td>
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<table>
<thead>
<tr>
<th>IEP</th>
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<tbody>
<tr>
<td>Specially designed instruction</td>
</tr>
<tr>
<td>Must be reviewed at least every year</td>
</tr>
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</table>

Index EA PRM 2006-07
Developed by a team of professionals including regular and special education teachers and parents.
Highly prescribed screening and multi-disciplinary evaluation process

**Is it possible for a student to have both a Service Agreement and an IEP?**
No. According to Chapter 15, Section 15.11, a student who qualifies for an IEP will have all his/her needs covered in the IEP and will not, therefore, have a Service Agreement.

**MENTORING/PEER COACHING/PEER ASSISTANCE**

**DESCRIPTOR**
The term mentoring applies to a long-term coaching relationship, always between one skilled professional and a developing professional. It most commonly is applied to the relationship between an inductee and the inductee's support teacher.

Peer coaching, also called peer assistance, is the provision of on-site personal support and technical assistance by professional colleagues to each other. The term “peer coaching” or “peer assistance” suggests one professional of expertise helping another who is not equally skillful at a given teaching task.

**PERTINENT LAW OR REGULATION**
None.

**EFFECT ON MEMBERS**
Effect on members is determined by local implementation practices. Where there is no training for mentoring/peer coaching/peer assistance, the participants may not find the exchange to be helpful. The training must clarify the support function of the relationship. True induction, mentoring, peer coaching and peer assistance are not appropriate tasks for supervisors or principals.

**LOCAL'S ROLE AND RESPONSIBILITY**
A local should initiate participation in district planning for any peer assistance/mentoring/coaching program, including induction programs. The local should advocate for mentor/coach/assistance training.

**PSEA REFERENCE MATERIALS**
Teacher Role. . .in Brief
2002 Resolution C-11 Evaluation and Professional Growth
1996 Resolution C-18 Induction Program

**CAUTIONS**
- Examine the issue and take a position; don't leave the initiative
to the administration by default.
- Teachers are the experts in teaching. They need to work collaboratively.

**ALTERNATIVE STUDENT ASSESSMENT**

**DESCRIPTOR**

As opposed to traditional testing, many alternative assessment techniques require students to produce integrated knowledge that has value in their lives beyond their ability to get "good grades." Many alternative assessment techniques more closely approximate real life demonstration of knowledge and skill. It depends on in-depth understanding of a problem rather than exposure to fragments of knowledge. The faculty, collectively, must reach consensus on what, and in what manner, the students will demonstrate what they know and can do. These desired "standards" will determine the curriculum.

See also, CURRICULUM REVISION AND RESTRUCTURING/RECULTURING

**PERTINENT LAW OR REGULATION**

None.

**EFFECT ON MEMBERS**

Extensive teacher involvement will be necessary during the process of developing the alternative assessment techniques. The faculty will need to monitor the learning process by considering how well instruction and assessment are integrated and if the implementation of multiple teaching alternatives is achieving the desired level of mastery.

**LOCAL'S ROLE AND RESPONSIBILITY**

The local will be faced with many issues surrounding this change in education. Many of these issues, including instructional loads, professional development, and funding for faculty development and implementation time, will be part of the bargaining process.

The local association will also need to take the initiative in educating both its members and the community. Public and professional misunderstanding of new assessment approaches can inhibit change for increased student achievement.

**PSEA REFERENCE MATERIALS**

Advisory, Making Sense of Student Standards and Assessment
The Pennsylvania Standards and Practices Commission (PSPC) has legal authority for professional certificate discipline. Teachers are by law the majority of the thirteen-member commission. PSEA makes recommendations to the Governor for appointment.

The PSPC's Code of Practice and Conduct is a regulation, thus having the force of. Violations of the PSPC Code may result in private or public reprimand, and may be used as supporting evidence in cases of suspension of certificate or revocation of certificate. The PSPC was also required by statute to develop legal definitions of causes for certificate discipline.

The PSPC combines professional and legal authority: the educator Commissioners' preparation and experience provide the expertise of professional practice; the authority granted by the state legislature provides the final legal authority over certificate discipline. The PSPC does not have authority over employment discipline, although the status of an educator's certificate can affect the status of that educator's employment.

Hearing officers in the field make disciplinary decisions and the PSPC acts on only those decisions contested. The Department of Education reviews professional discipline complaints and determines which complaints have substance. PDE develops and brings cases to the PSPC hearing officer, and, if contested, to the PSPC.

**PERTINENT LAW OR REGULATION**


**EFFECT ON MEMBERS**

Due process rights of members, if charged with professional discipline against their certificate, are protected. The process of accusing educators is separate from the process of judging them—as regards to their certificate.
**LOCAL'S ROLE AND RESPONSIBILITY**

Individual members who are charged, or are notified of an investigation, should contact their UniServ Representative. PSEA provides legal support.

**Note: By law all information relating to complaints or proceedings are confidential.**

**PSEA REFERENCE MATERIALS**

Code of Professional Practice and Conduct  
By-Laws, Professional Standards and Practices

**CAUTIONS**

Members notified of PSPC action should contact their UniServ representative.

**PSEA CODE OF ETHICS**

**DESCRIPTOR**

The PSEA code of ethics is a condition for continued membership in the Association. Local associations are required to adopt the code of ethics of the Association. (PSEA Bylaws, Article IX, Section 8) The Code of Ethics of the Education Profession, which applies to educator members of PSEA, and the Education Support Professional Region/PSEA-NEA Code of Member Responsibility, which applies to educational support personnel members of PSEA, provides standards and guidelines for ethical decision making and conduct in the development of professional relationships with students, the public, colleagues, and members, and in employment practices.

The PSEA Professional Rights and Responsibilities Commission (PR&R) and the Education Support Professional Review Committee each have the responsibility for recommending to the House of Delegates and the ESP Region Board, respectively, the adoption and revision of the appropriate code of ethics. The Commission and the Board are responsible for informing members of the Association of the provisions of the Code of Ethics of the Education Profession and the Code of Member Responsibility, respectively, and for promoting and encouraging professional conduct commensurate with the high standards set forth in each code.

**Member-to-Member Conflicts**

Internal conflicts between and among members can be very difficult and destructive to the health and unity of a local association. Recognizing that, the EA and ESP leaders, staff, and members requested that a procedure be adopted to provide conflict resolution assistance to locals, which should precede the processing of a formal charge of violation of the code of ethics. Conflict Resolution through Collaboration could help avoid a formal adversarial hearing in these situations.

A cadre of trained facilitators is now available to assist locals with internal conflicts. In order to access the process, the local president should contact the UniServ representative, or call PSEA Headquarters and request conflict resolution assistance.
PERTINENT JUDICIAL REVIEW AUTHORITY

The PSEA Professional Rights and Responsibilities Commission has the responsibility and authority to investigate cases of alleged violations of the PSEA Code of Ethics of the Education Profession. The Education Support Professional Review Committee has the responsibility and authority to investigate cases of alleged violations of the Code of Member Responsibility. After investigation, due notice, and hearing, the PR&R Commission and the ESP Review Committee have the responsibility to recommend to the PSEA Board of Directors censure, suspension, or expulsion of any educator member, or educational support personnel member respectively for violation of the applicable code of ethics. The PSEA Board of Directors has the final authority on decisions to censure, suspend, expel, and reinstate members of the Association (PSEA Bylaws Article IV A, Section 4, Powers and Responsibilities).

EFFECT ON MEMBERS

A member of PSEA may be censured, suspended, or expelled for a violation of the appropriate code of ethics of the Association or for conduct which is inconsistent with the Association’s stated purpose or objectives. (PSEA Bylaws Article X C, Section 1)

A charged member shall be provided with due process guarantees. (PSEA Bylaws Article X C, Section 3) Due process is assured through adherence to the Rules of Procedure for Hearings and Due Process (PSEA Policy Manual) and in addition for ESP members the Operating Procedures of the Education Support Professional Review Committee.

LOCAL’S ROLE AND RESPONSIBILITY

Local associations adopt the appropriate code of ethics of the Association for their members and promote voluntary compliance through ethics awareness education with their members (PSEA Bylaws Article I – Objectives and Article IX, Section 8).

THE ETHICS CONNECTIONS

Q How can PSEA local associations meet the professional challenges and current demands for “Ethics Awareness” among its members?

A
  ▪ Promote “ethical decision making” as an essential professional practice.
  ▪ Respond to the need for “applied ethics training” which has been neglected in pre-service education.
  ▪ Survey the ethical concerns of school employees as a pre-in-service program assessment step.
  ▪ Develop collegiality and trust in the workplace through “ethical bonding” among educators and education support professionals.
  ▪ Draw on the resources available through the PSEA Ethics Awareness Program.
  ▪ Work in cooperation with the school district staff development projects such as: Induction plans, Act 48 activities, Act 80 days, and in-service program development.
PSEA REFERENCE MATERIALS/RESOURCES IN PAMPHLET FORM

- PSEA Code of Ethics of the Education Profession
- Education Support Professionals Region/PSEA-NEA Code of Member Responsibility
- Rules of Procedure for Hearings and Due Process
- Operating Procedures of the Education Support Professional Review Committee
- What is Conflict Resolution Through Collaboration

STRATEGIC PLANNING

DESCRIPTOR

A planning process aimed at renovating or redirecting the schooling process to be more in agreement with the preparations needed to meet the demands the world is placing on people. The strategic plan shall be based upon an internal and external needs analysis, leading to the specification of priorities for action and action plans.... The plan shall include the following components in addition to others the school district or AVTS determines to include.

- A mission statement,
- School district or AVTS goals,
- Local Student academic standards,
- Graduation requirements criteria,
- Planned courses and instructional development plan,
- Access for ALL students, including minority and female
- Action priorities and plans,
- Local Assessment plan,
- Professional development and induction plans,
- District organization plan,
- A description of professional personnel and resources, and
- A description of the process used to develop the plan.

PERTINENT LAW OR REGULATION

Title 22, Chapter 4, The State Board of Education Regulations

EFFECT ON MEMBERS

Every school district is required to seriously reexamine "schooling." This could be as profound as a complete rewrite of the entire curriculum to accommodate a different approach to basic education or it could be more in the form of an adjustment of current practice. In either extreme the requirement exists that school districts must meet or exceed state academic standards. The degree to which the local school districts wish to go beyond minimum requirements will determine the total effect on PSEA members.
LOCAL’S ROLE AND RESPONSIBILITY

The local should determine the manner in which it will exert leadership during the planning process. It should initiate contact with the superintendent to formalize local participation, throughout the six-year cycle. The preservation or improvement of academic standards, programs of study, and staff utilization may become the focus of local association activity.

REFERENCE MATERIALS

1993 PDEPA Strategic Planning Program: Guidelines for Local Schools
Strategic Planning Process Resource
Strategic Planning Guide
Strategic Planning...In Brief
Strategic Planning Readings
Professional Development Resources

CAUTIONS

- The national experience has illustrated the importance of community involvement in the restructuring process. Open forums, discussions and approval seeking from local business leaders, civic leaders, church leaders will go far to ward off the attacks from right wing religious groups. Parents and community leaders should be made to feel ownership in the schooling process.
- Locals must maintain liaison with representatives.
MEMBERSHIP CATEGORIES—PSEA

BYLAWS
ARTICLE II — Membership

A. Active Membership

1. Active membership shall be available to any person who is actively engaged in educational work in Pennsylvania. A person shall be considered as being actively engaged in educational work if he or she is:

   a. employed by or in a public school district, college or university, or other public institution devoted primarily to education, regardless of the specific nature of the functions that person performs at the work site and regardless of who actually employs the person;

   b. employed by a government agency or government funded entity to provide education services;

   c. employed by a non-public nonsectarian school entity, only if part of a bargaining unit represented by or in the process of being represented by PSEA;

   d. on a paid leave of absence from employment described in Section A(1a), A(1b), or A(1c) noted above;

   e. serving as an officer of the Association;

   f. on an unpaid leave of absence from employment described in Section A(1a), A(1b), or A(1c) noted above, and receiving workers’ compensation, disability, or retirement disability payments. This unpaid leave shall not exceed three consecutive membership years.

An active member must satisfy the following eligibility requirements:

   a. Membership in the National Education Association, where eligible, and in a local association, where available;

   b. Eligibility under applicable laws and regulations to serve in the educational position in which employed;

   c. Payment of the annual unified dues for active members.

2. The annual active membership dues of the Association shall be modified in the following manner and under the following conditions:
UEP Membership

a. A person who becomes eligible for active membership for the first time at mid-year shall be obligated to pay only one-half of the Association annual active membership dues for the remainder of the membership year.

b. A person who is regularly employed for 50 percent or less of the normal schedule of a full-time faculty member as verified by the local association, shall be obligated to pay only one-half the Association annual active membership dues;

c. A person who is on a paid leave of absence, as verified by the local association, shall be obligated to pay annual dues if receiving full annual salary, three-quarters' annual dues if receiving three-quarters' annual salary or less, and one-half annual dues if receiving one-half annual salary or less;

d. A person who is regularly employed for less than 500 hours during the school year shall be obligated to pay only one quarter the Association annual active membership dues.

e. An active member who goes on military leave shall be exempt from any Association dues obligation during the term of the leave.

f. A person who is a member of a minority local association and who is represented for purposes of collective bargaining or meet and discuss by an employee organization unaffiliated with PSEA shall be obligated to pay only one-half the Association annual membership dues. If and when fair share legislation passes, a person who is a member of a minority local association and who is represented for purposes of collective bargaining or meet and discuss by an employee organization unaffiliated with PSEA, shall be obligated to pay the annual active membership dues less their fair share fee, but in no event less than twenty-five dollars.

g. Active members of the Association who are otherwise not eligible for membership in NEA shall pay to the Association in addition to the annual active membership dues of the Association a sum equivalent to the dues paid by active members to NEA.

3. Active members of the Association who have been enrolled as life members of the Association shall be accorded the rights and benefits of active membership as long as they have paid the dues required of them.

4. Association active members alone shall be entitled to vote and hold office in the Association governance structure, except as provided as follows:

a. Student PSEA shall be entitled to voting delegates at the Association House of Delegates as prescribed by the constitution and bylaws.

5. Annual active membership dues of the Association shall be seventy hundredths of one percent (.0070) of the statewide average instructional salary in the public
schools for the previous year, as determined by the Pennsylvania Department of Education. Any fractional amount shall be rounded to the nearest dollar.

**B. Reserve Membership**

1. Reserve membership shall be available to any active member who is on unpaid leave, (including a leave for recall or temporary disability status but not including military leave) or who is challenging his or her involuntary termination from employment. A person on unpaid leave as described above shall be obligated to pay three-quarters’ annual dues if receiving three-quarters’ annual salary or less, one-half annual dues if receiving one-half annual salary or less, and one-quarter annual dues if receiving one-quarter annual salary or less. Reserve membership shall also be available to any student who has never been eligible for active membership and who is enrolled in a full-time program of graduate study.

2. A person shall be eligible for reserve membership status if he or she satisfies the following two requirements:
   
   a. Membership in the appropriate category of membership, if available, during the current school year and the school year immediately preceding his or her eligibility for reserve membership;
   
   b. Payment of the annual reserve membership dues of the Association.

3. The annual reserve membership dues of the Association shall be one-fourth the annual active membership dues of the Association.

4. Reserve members shall be entitled to such Association benefits and services as may be prescribed by the board of directors.

**C. Affiliate Membership**

1. Any person who is an active, dues paying member of an affiliate of the Association shall be entitled to affiliate membership in the Association.

2. Affiliate members shall be entitled to such Association services and benefits as may be approved by the board of directors.

**D. Student Membership**

1. Any person who is an active, dues paying member of Student PSEA and is a student member of NEA shall be entitled to student membership in the Association.

2. Associate membership shall be open to any persons serving as advisors to a student chapter as long as he or she is not part of a bargaining unit represented by PSEA.
UEP Membership

3. Student members shall be entitled to such Association services and benefits as may be approved by the board of directors.

E. Life Membership

1. Any person who is an active member of the Association and who has paid the life membership dues of 20 times the annual active membership dues of the Association, effective December 31, 1972, shall be continued as an active life member of the Association, subject to the following qualifications:
   a. Active, dues paying membership in the local association, if available, where such membership was required as a condition of Association life membership at the time of his or her enrollment;
   b. Active, dues paying membership in the National Education Association where such membership was required as a condition of Association membership at the time of his or her enrollment, or where the person became a member of the National Education Association subsequent to enrollment.

2. Any person who is no longer an active life member of the Association by reason of retirement shall be entitled to retired membership and to such Association services and benefits as may be approved by the board of directors.

3. No person shall be enrolled as a life member of the Association after January 1, 1978.

F. Associate Membership

1. Any person interested in education shall be eligible for associate membership in the Association. Annual dues shall be twenty-five dollars.

2. Associate members shall be entitled to such Association benefits and services as may be approved by the board of directors.

G. Retired Membership

1. Any person who has retired from active service as a school employee and has paid the appropriate PSEA-R dues and is a retired member of NEA shall be entitled to retired membership; provided, however, that a person who became a retired member of PSEA in 1984-85 and has maintained continuous membership will not be required to become a retired member of NEA.

2. Retired members shall be entitled to such Association services and benefits as may be approved by the board of directors.

3. The board of directors shall establish a dues structure for retired members.
4. PSEA-R shall be entitled to such representation in the Association non-governance structure as may be approved by the board of directors.

H. Substitute Membership

1. Any person employed on a day-to-day basis in educational work in Pennsylvania shall be entitled to substitute membership in the Association.

2. The board of directors shall establish the dues for substitute members and shall determine the Association services and benefits to which they shall be entitled.

I. Education Support Professionals Membership

1. Any person actively engaged in educational support work in Pennsylvania shall be entitled to Education Support Professionals membership in the Association. An Education Support Professionals member must satisfy the following requirements:

   a. Membership in the National Education Association, where eligible, and in a local association where available;

   b. Eligibility under applicable laws and regulations to serve in the educational support position in which employed; and

   c. Payment of the membership dues and assessments of Education Support Professionals members.

2. Education Support Professionals members shall have all of the rights and privileges of active members in the Association unless specifically provided otherwise in these bylaws,

3. Membership dues and assessments of Education Support Professionals members shall be as follows:

   a. Twelve- and eleven-month employees shall pay one-half the dues of active members of the Association;

   b. Ten- and nine-month employees shall pay one-quarter the dues of active members of the Association;

   c. Those working four hours per day or less shall pay one-eighth the dues of active members of the Association
## 2008 - 2007

### MEMBERSHIP RATES

Shaded columns represent total dues for PSEA, NEA Region and Total Dues Utilization.

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<tr>
<td>38</td>
<td>ESP - 1/4 Year - School Year</td>
<td>144.00</td>
<td>6.00</td>
<td>150.00</td>
<td>73.60</td>
<td>7.00</td>
<td>80.60</td>
<td>293.60</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>ESP - 1/4 Year - Part-time (4 hours)</td>
<td>24.00</td>
<td>5.00</td>
<td>29.00</td>
<td>117.75</td>
<td>7.00</td>
<td>124.75</td>
<td>50.00</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>ESP - 1/4 Year - Part-time (2 hours)</td>
<td>24.00</td>
<td>5.00</td>
<td>29.00</td>
<td>19.75</td>
<td>7.00</td>
<td>26.75</td>
<td>52.00</td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>LSH - Reserve</td>
<td>40.00</td>
<td>40.00</td>
<td>40.00</td>
<td>37.00</td>
<td>37.00</td>
<td>2.50</td>
<td>87.50</td>
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<tr>
<td>44</td>
<td>ESP - 1/4 Year - Reserve</td>
<td>40.00</td>
<td>40.00</td>
<td>40.00</td>
<td>37.00</td>
<td>37.00</td>
<td>2.50</td>
<td>107.50</td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>ESP - 1/4 Year - Reserve</td>
<td>192.00</td>
<td>192.00</td>
<td>192.00</td>
<td>73.80</td>
<td>73.80</td>
<td>2.50</td>
<td>425.80</td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>LSH - Reserve</td>
<td>97.00</td>
<td>97.00</td>
<td>97.00</td>
<td>15.00</td>
<td>15.00</td>
<td>0.00</td>
<td>112.00</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Non-PSEA (PSEA only)</td>
<td>25.00</td>
<td>25.00</td>
<td>25.00</td>
<td>25.00</td>
<td>25.00</td>
<td>25.00</td>
<td>25.00</td>
<td></td>
</tr>
</tbody>
</table>

### Notes:

1. Annual active membership dues of PSEA shall be seventy-five hundredths of one percent (.075%) of the actual statewide average instructional salary in the public schools for the school year ending fourteen months prior to the beginning of the membership year for which dues are being calculated, provided, however, that in no membership year shall the dues be less than the dues of the previous year. The calculation of the dues shall be done by PSEA based upon data provided by the PA Department of Education. Any fractional amount in PSEA dues shall be rounded to the nearest dollar.

2. Active membership dues of NEA shall be twenty-eight hundredths of one percent (0.028%) of the national average annual salary of classroom teachers (rounded to the nearest dollar).

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**166 EA PRM 2006-07**
Members are required to pay the PSEA NEA membership dues of the membership category for which they are eligible. Local dues categories and rates are established by the local association.

**PSEA-PACE**

PA PACE for State Election (SPAC) and PA PACE for Federal Elections (FPAC) are not included in the dues figures quoted above. SPAC and FPAC will only be charged to the local association for those members who have positively informed PSEA of their intent to contribute. The suggested contribution amounts are as follows:

<table>
<thead>
<tr>
<th>COMMITTEE</th>
<th>SUGGESTED CONTRIBUTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPAC</td>
<td>$10</td>
</tr>
<tr>
<td>FPACE</td>
<td>$5</td>
</tr>
</tbody>
</table>

A local association may suggest higher rates of contribution to its members.
### DUES DISTRIBUTION
### YOUR PSEA DUES DOLLARS
### 2003-04

#### Expenditure by Service Area

<table>
<thead>
<tr>
<th>Service Area</th>
<th>Breakdown of Dues</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Direct Assistance to Members and Local Associations</strong></td>
<td>51%</td>
</tr>
<tr>
<td>Professional services to members and affiliates; bargaining assistance; grievance processing; local crisis assistance; UniServ; political, research, and communications assistance. Representation and assistance to individual members and local associations in defense of their rights, legal support for locally negotiated contracts.</td>
<td></td>
</tr>
<tr>
<td><strong>Professional Development and Government and Agency Relations</strong></td>
<td>7%</td>
</tr>
<tr>
<td>Professional workshops, training programs, field assistance in training and professional development. Representation before the legislature and government agencies to promote excellence in education and protect professional interests.</td>
<td></td>
</tr>
<tr>
<td><strong>Communications and Public Relations</strong></td>
<td>9%</td>
</tr>
<tr>
<td>Publications to members and leaders, assistance in crises, public image campaigns, training of leaders, news media activities, promotional materials.</td>
<td></td>
</tr>
<tr>
<td><strong>Governance of Association</strong></td>
<td>9%</td>
</tr>
<tr>
<td>Funding for PSEA House of Delegates, Board of Directors, officers, standing committees, and NEA-RA delegates.</td>
<td></td>
</tr>
<tr>
<td><strong>Business Operations</strong></td>
<td>7%</td>
</tr>
<tr>
<td>Fiscal programs, personnel management and operations, membership processing, data processing, system design and support, mailing lists and labels, executive offices.</td>
<td></td>
</tr>
<tr>
<td><strong>Administrative Services</strong></td>
<td>17%</td>
</tr>
<tr>
<td>Maintenance of PSEA-owned property and administration of leased property. Production of printed materials for conferences, workshops, governance, training, membership promotion; letterheads; and manuals. Shipping and mailing.</td>
<td></td>
</tr>
</tbody>
</table>
**YOUR NEA DUES DOLLARS**

The National Education Association continues to play a vital role in the united effort to achieve restructuring of public education and to provide services to maintain and improve terms and conditions of employment of educational employees. The following is a breakdown of how the NEA dues dollars are allocated to insure basic needs such as legal defense, legislative and political efforts, negotiations, and grievance processing:

- Advocating factors that are critical to improving students’ readiness, motivation to learn and achievement. $2.62
- Advocating for the recruitment and retention of qualified teachers in every classroom. $2.61
- Providing assistance to individual schools in developing and implementing strategies for school improvement through sharing of effective educational leadership practices. $2.29
- Producing products that articulate models for education support personnel job descriptions; developing strategies to improve ESP strategic professional development, and evaluation and compensation systems. $0.32
- Advocating for schools and facilities that are safe and orderly for students and staff, supporting student achievement. $0.67
- Increasing federal and state support for school construction and modernization of current facilities; advancing funding systems that ensure equity and excellence among districts and improving low performing schools. $1.16
- Establishing significant new partnerships with diverse groups and businesses, including substantial parental involvement, interaction, and advocacy in support of quality public schools. $3.00
- Building visible and lasting bipartisan support from opinion leaders and policy makers for public education; and for increased federal support and the consistent and decisive rejection of anti-public school initiatives and legislation. $6.80
- Establishing a clear public image of NEA as an effective and responsible advocate for public school quality and enhanced student achievement. $3.46
- Providing systems and strategies for recruiting and maintaining members in all categories. $0.84
- Assisting affiliates by providing the UniServ Staffing Program, training tools and packages, and technical and financial support directly to state and local associations and members. $43.10
- Proactively addressing anti-public education initiatives such as vouchers, unregulated charters, and corporate takeovers. $1.23
UEP Membership

Expanding and maintaining advocacy systems for members, states and local affiliates, including legal reimbursement programs that protect and enforce the rights of members. $21.91

Supporting increased participation in pro-public education coalitions at all levels and participation in programs reflecting Association commitment to affirmative action, diversity and member rights. $6.77

Producing communication vehicles for NEA members, affiliate leaders, and the public that provide a common understanding of Association priorities and easy access to information. $8.05

Implementing a governance process that fosters member participation and democratic decision making through the Representative Assembly, Board of Directors, Executive Committee, standing committees, and other member/staff involvement in policy development. $8.17

Providing funding for the growth of the National Foundation for the Improvement of Education endowment fund. $1.00

Maintaining a contingency fund to meet emergencies and unforeseen crises at national, state and local levels. $7.17

NEA Dues – 2003-2004 $121.00

NEA Assessment – 2003-04 $5.00

TOTAL $126.00
MEMBERSHIP PROGRAM

There is nothing more important to the strength of our Association and to our success in facing the issues than maintaining and increasing our membership. PSEA locals enjoy a long history of strong membership support. As members retire in even greater numbers, the organization must respond by preparing itself to replace the retiring leaders and recruit the replacement members.

The resource guide to accomplishing local membership goals is called "Membership: The strength of the Association," and is part of a series of Communications handbooks. This resource guide contains background information and tips, sample letters and fliers, data collection and nonmember tracking forms, and answers to the most frequently used excuses for not signing a membership form.

The membership program launches with training for local membership coordinators in the spring and summer. All locals, whether expecting one or 100 new teachers in the fall, are encouraged to attend. PSEA's consistently high percentage of membership in all locals will be challenged by the new needs and priorities of the 90s education graduate. That's why our membership program focuses on change.

Change in the way we approach new bargaining unit members. Change in the goals we set for local membership, and change in our attitude toward fee payers.

What we know about the expectations and attitudes of those newly graduated into the profession and the priorities of those entering the profession from other sources, tells us that all current members will be called on to participate in the recruitment and retention of these new hires.

Membership coordinators return from training prepared to implement a local plan.

The key pieces in every local campaign are

- contact the new teachers as soon as they are hired
- conducting a recruitment get-together for new teachers and substitutes
- preparing local materials that meet local needs
- creating a series of contacts with nonmembers that result in enrollment
- promoting the Association on an continuing basis to retain members
- recognizing and rewarding all who participate

AVAILABLE MATERIALS

PSEA continues to be identified by the Quality Education...Our Commitment...Our Challenge theme.

Locals order membership materials in the quantities needed. Ordering information is included in Leader Mailbag sometime in March. The components of the current membership campaign include calendars, new teacher magazines, brochures, professional record file folders, and presentation folders. These materials are shipped directly to locals in late July.

Also shipped with the membership materials will be quantities of a window sticker to augment the media campaign. The window stickers carry the media campaign theme, Public Education: It's Everybody's Business.
Additional membership materials are available as needed for organizing bargaining unit elections. "PSEA: We Outperform the Competition" is distributed through the organizing staff.

**CHANGING PROFILE OF MEMBERS**

The profile of potential members is changing. This change is a result of the changing society, the background and cultural environment that many of the new employees will be bringing to local Associations. If a local fails to recognize this new profile it may find membership recruitment extremely difficult.

The following is a partial list of these new members.

**Recent College Graduates:** these students probably will not be familiar with the purpose and past history of the local Association.

**Potential Problems**
- Not interested in past history
- Probably no labor history or union support in their family or student years
- Normally are not organization "joiners"
- Dues extremely costly especially if they do not understand why they need to be a member

**Newly retired:** this subgroup may be teachers who retired early from neighboring states, retired military, business leaders, etc.

**Potential Problems**
- See no need to be a member because they are retired and its not a career
- Retired military and business leaders are generally non-supportive of Associations and unions
- Anti-Association/union position is very common in this group

**Returning teachers:** teachers who are rejoining the work force after child-care responsibilities have eased or are dissatisfied with private sector employment or have an increasing need for additional income.

**Potential Problems**
- Many of these persons were teachers prior to the 70's and 80's and may not be sympathetic to the purposes of the Association
- If they need additional income they may not wish to pay dues

**Layovers:** Individuals who do not see teaching as a career and have no intention of investing more than 3-5 years. Teaching provides a supplemental income as they complete other degrees or wait for an opening in their chosen field.
Potential Problems
- Their reasons for being in teaching have no relevance to the Association goals or purposes
- They are planning to leave education as soon as possible
- Their career goal may be administratively orientated and feel the Association could interfere with career goals

**Displaced employees:** As technology made their jobs obsolete or the changing economy caused a loss of employment, they look toward teaching as their field of new employment. Many of these will come from private sector middle management or higher.

Potential Problems
- Many of these individuals feel Associations/unions are partly responsible for their loss of employment
- Some are former managers and are not supportive of Associations/unions
- Some believe the Associations/unions are responsible for the problems in education

**Recent immigrants:** As the non-English speaking students increase in schools recruitment of newly arrived immigrants will be a source of new recruits.

Potential Problems
- Many will have no knowledge of Associations/unions
- Many will have no interest in the Association for many reasons

**Community service persons:** Individuals who are serving a need in the community not career employees. These persons may be recruited from the ranks of those who may be able to pay off college loans by teaching a few years.

Potential Problems
- The reason for these persons being in education is a different motivation than other employees
- Many will be employed for a short duration and see no need for the Association.

**Part-timers:** These may include corporate executives or specialists on loan to teach in disciplines that currently are in great demand and have projected shortages.

Potential Problems
- Generally they will bring with them anti-Association attitudes
- Many feel Associations are responsible for the "demise" of education
- Many have superior attitudes and do not respect teachers or their competency in their field

The Association that must recruit members from the above categories will not be able to use its normal recruitment programs. The membership committee will need to develop individually tailored messages for recruitment to be successful. It is becoming increasingly more important to know the background and career history of new employees to aide in successful membership recruitment programs.
UEP Membership

DON'T FORGET THE SUBS

Substitutes, whether long-term or day-to-day, are eligible for Association benefits when they enroll as members. All subs receive liability coverage, legal services, publications, access to professional workshops, and all special service programs.

Not only should we recruit the subs because it strengthens our bargaining unit, we should be using them to strengthen our relationship with the community. Subs can play an important role in coffee klatching because they have experience with many buildings or programs. They also can help out on many other community relations projects.

Both long-term and day-to-day subs can enroll through the local. Long-term subs pay the appropriate dues category on the amount of time worked during the membership year and day-to-day subs pay the sub rate. Sometimes substitutes call PSEA headquarters directly for membership information because they don't know who to contact at the local level or can't decide which local to join. It is possible for subs to join as members-at-large paying dues to PSEA and NEA but not to a specific local.

See the membership processing manual for enrollment details.

ASSOCIATION MEMBERSHIP RESPONSIBILITIES TO THOSE ON LEAVE

It is important for Associations to understand their responsibilities in retaining members who are currently on approved leaves and persons who are choosing to suspend membership in any given year.

PSEA legal services policy eligibility requirement states, for employees to be eligible for legal services they must have been members in the preceding school year if they were eligible. (See PRM - Legal Services Policy) The local Association is responsible for making sure that persons on leave or suspending their memberships are aware of this policy. Additionally, it is recommended that local Associations follow a procedure similar to that outlined below to insure that these individuals are clearly aware of the consequences of suspending their membership.

1. Send a written notification to all persons on leave or choosing to discontinue membership.
2. The local Association should receive a written response from each member indicating their intent.
3. If a member on leave or a member choosing to discontinue membership does not respond, a second notice should be sent via U. S. Postal Service to their current mailing address. The correspondence should indicate this is a second notice.
4. If no response is received after the second notice is sent, a third and final notice should be sent to the individual, registered return receipt.

This same process also should be used if a local Association allows potential members to pay annual dues by other than payroll deduction those individuals then refuse to submit payment(s) on time.
Local Associations failing to verify, in writing, that an employee is not intending to remain a member may incur unnecessary financial obligations and could be subject to a legal challenge charging the local for failure to notify individuals of their membership rights and obligations.

Local Associations choosing to collect dues monies from individuals under maintenance of membership or continuing membership clauses may need a written record of their attempts to collect unpaid dues monies. If the Association chooses to take action to collect unpaid dues, a written record of these attempts to collect the dues will be necessary.

See sample letters under Local Operations.

**Membership Retention**

Recruiting new members is only one phase of a local's membership campaign. It's usually compressed into a well-defined time period with concrete goals.

For many locals, the more important phase of the campaign continues throughout the year and focuses on those who are already members. To create and maintain a strong local requires constant attention to the needs of the members and to answering the question, "What's in it for me?"

The "Guide to Membership Benefits," now included in the PSEA calendar, answers that question with a broad brush. Locals pick up the specifics based on the unique needs and circumstances of their membership. The membership handbook provides resources such as suggested responses to criticisms of the organizations' policies and positions, explanations of income and expenditures, lists of membership advantages, and month-by-month awareness suggestions. An expanded version of the benefit guide is included in reproducible form.

By constantly reminding members what they're getting from the Association and how their lives and careers are improved through membership benefits, we ensure solidarity and improve the level of involvement within our locals.

**Membership Rights**

One of the most important benefits of membership is the legal protection and advice provided to members. By making members aware of their rights and responsibilities in this area, we reinforce that benefit. The copy in this section is repeated on the Professional Records File Folder. It makes great copy for local newsletters, faculty-room bulletin boards, and building rep handouts.

**What do I do if my rights are threatened?**

Professional employees have substantial protection under the Public School Code, the Public Employee Relations Act, state and federal statutes, and in many collective bargaining agreements.

Protecting your rights is an important job of the local, state, and national levels of the Association. With your membership comes the guarantee of on-site professional representation.
UEP Membership

Your first contact with the Association's solid line of defense is your UniServ representative. Make it a point to get acquainted.

If your rights are violated, or if you encounter a problem with your school administration, contact your UniServ representative, who will advise you and place you in contact with a PSEA attorney.

The PSEA Legal Services Program provides members with free legal representation for all employment-related cases, except for worker's compensation cases, which are handled at a reduced fee. The PSEA attorney, your UniServ representative, and your local association representatives will ensure that all of your legal and contractual rights are protected.

What do I do if a student is injured?

PSEA-NEA provides employment liability insurance for each member in the amount of $1 million per incident.

Do not panic! Report the incident immediately to a faculty representative or association officer and your UniServ representative. Write a memorandum to yourself detailing the incident. Be sure to include the names of witnesses.

Your UniServ representative will assist you in completing a PSEA liability insurance claim form, which will be kept on file at PSEA headquarters in the event that it is needed.

What do I do if I am charged with a crime?

PSEA-NEA provides insurance coverage for attorney fees in criminal matters related to members' educational activities. If the incident is covered by the policy, PSEA will subsidize $2,500 of the attorney's retainer so that members will not suffer out-of-pocket losses.

If the criminal charge is related to the use of corporal punishment, the Association's insurance policy will cover attorneys' fees and costs regardless of the outcome.

If the charges are not related to corporal punishment, the PSEA-NEA insurance policy will cover your attorney's fees and costs only if your are exonerated.

If there is no insurance payment because you are found guilty, you are entitled to keep the $2,500 subsidy to offset your attorney’s fees.

If you are served with criminal charges, immediately contact your UniServ representative who will assist you in completing the proper claim forms. If the criminal charges result in threats of discipline or dismissal, contact your UniServ representative who will provide you with a legal assistance application for no-cost representation under the PSEA Legal Services policy.
MEMBERSHIP PROCESSING

Membership Year

PSEA's fiscal year, herein referred to as membership year, is a twelve-month period beginning September 1 and ending August 31. During that period, each local association will be held accountable for all PSEA and NEA memberships processed.

Distribution of Materials

In early August of the previous membership year, new membership forms and an alphabetical Billing and Renewal roster will be sent to the local association to serve as the starting point for the forthcoming membership year. The Billing and Renewal roster contains the name, address, social security number, membership type, and detailed financial information for each individual local association member and nonmember. Two copies of the Billing and Renewal roster are provided; one copy to be returned with corrections to PSEA and one copy to retain for your local's records.

Processing at the Local Level

During the early months of the membership year, local associations should update the alphabetical Billing and Renewal roster by correcting addresses and changing or deleting memberships. It is very important to include the reason when changing membership type information (i.e., retirement, sabbatical). During this same period, local associations may be enrolling new members and identifying nonmembers within the bargaining unit. Local associations should mail membership roster updates, new enrollment forms, and the nonmember identification forms to PSEA dues accounting for processing.

Processing at the State Level

The materials received at PSEA headquarters will be reviewed for clarity and processed in the dues accounting department. If requested, an updated Billing and Renewal roster or membership roster will be mailed to the local association for verification of the information processed.

Renewing Your Local Membership

Once the local association is satisfied that its Billing and Renewal roster is accurate and has identified all nonmembers, the local association should authorize PSEA to renew its membership. After the renewal authorization has been processed, ID cards will be printed for and mailed to continuing members of the local association. Renewal should be authorized prior to October 15. Prior to renewing your local, please verify members addresses to prevent ID cards being sent to incorrect addresses. Updates should continue to be submitted to PSEA as changes in local association membership occur, even after renewal authorization has been provided. Please do not postpone renewal until all new enrollment forms are received from prospective members. New members will receive their membership cards soon after their forms are processed at PSEA.
UEP Membership

Verifying the Membership Data

Individual members will be asked to review their membership records to ensure that all the information is current. Individual members will be mailed a data sheet with the information contained on the membership record along with their membership card. If the information is accurate, the member need not do anything; if any of the information requires updating, the member should make the corrections on the data sheet and return it to PSEA.

Dues Remittance Agreement

In September, each local association president receives a copy of the existing Dues Remittance Agreement between PSEA and the local association. The Dues Remittance Agreement requires the local association to remit PSEA and NEA dues in accordance with a schedule selected by the local association. Included with the correspondence will be a Dues Remittance Agreement form. If the local association is satisfied with the existing Dues Remittance Agreement, the local association need not do anything and the existing Agreement will remain in effect. If the local association wishes to change its agreement with PSEA, it should complete the Dues Remittance Agreement form provided and submit it to PSEA dues accounting no later than October 15. Any new Dues Remittance Agreement submitted by the local association is subject to approval by PSEA.

Statement of Account

On a monthly basis, a Statement of Account will be mailed to the local association. The Statement of Account summarizes, numerically and monetarily, the information contained on the most current local association roster. The Statement of Account also serves as an invoice that provides the local association the basis from which to transmit PSEA and NEA dues as required by the terms of the Dues Remittance Agreement.

PAYROLL DEDUCTION PROBLEMS

Each year members who have opted for payroll deduction for payment of annual membership dues leave employment prior to ending the year or change employment status during the year. In many of these cases the appropriate dues owed by this employee to the Association is not collected by the employer.

It is suggested that a policy be drafted by the local Association and submitted to the employer that will clarify the payment of dues problem.

The policy should include, but is not limited to the following:

1. Any employee changing employment status is obligated to pay in full the annual dues of the proper category for the membership year.
2. The Association is the only party that has the right to determine the amount of dues owed.
3. The Association is the only party that has the right to determine the amount of refund of dues a person may be eligible to receive.
4. If a payroll deduction form is submitted to the employer for dues deduction, this authorization obligates the employee for the total annual dues.

5. The Association has a refund policy established to determine if dues should be pro-rated and if the employee is entitled to a refund.

6. The employee changing employment status must contact the Local Association for a refund or pro rating of dues payment.
# PSEA-NEA DUES REMITTANCE AGREEMENT

Please mail completed form to:
Pennsylvania State Education Association
Attn: Financial Management
400 North Third Street, PO Box 1724
Harrisburg, PA 17105-1724

**IMPORTANT**
This form must be received at PSEA Headquarters by October 15.

Schrader Association is satisfied with the existing approved Membership Dues and Fair Share Dues agreement. The Agreement for Local Association is renewed this form each year. The current Agreement with NEA will remain in effect.

Local Association No. ____________________________ Region: ______________

Local Association Name

The local association agrees to transmit to PSEA a percentage of PSEA and NEA dues as specified below, based on the dollar value of PSEA-NEA memberships processed by the local.

**Plan A**
100% by Nov. 30

**Plan B**
- 33% by Nov. 30
- 66% by Feb. 28
- 100% by May 31

**Plan C**
- 20% by Oct. 31
- 40% by Dec. 31
- 60% by Feb. 28
- 80% by Apr. 30
- 100% by June 30

**Plan D**
- 9% by Oct. 31
- 18% by Nov. 30
- 27% by Dec. 31
- 36% by Jan. 31
- 45% by Feb. 28
- 54% by Mar. 31
- 63% by Apr. 30
- 72% by May 31
- 81% by June 30
- 90% by July 31
- 100% by Aug. 31

**Plan E - (Alternate)**
(Percentage must be entered by the local)

Plan E through D are suggested and will automatically be accepted by PSEA.

If Plan E - (Alternate) is selected, a copy of that section of your contract and/or letter explaining your payroll deduction agreement with the school district must accompany this form. Plan E - (Alternate) is subject to review by PSEA and may be rejected if considered to be unreasonable in light of the local’s current payroll deduction agreement.

Plan E will not be considered unless the local provides the information requested.

**ALL FORMS MUST BE SIGNED**

**Local Official’s Name** ____________________________ Date: ______________

Signature ____________________________

Title ____________________________

FOR PSEA USE ONLY:

☐ ACCEPTED

☐ REJECTED

Signature ____________________________ Date: __________________

PSEA COPY

 EA PRM 2006-07  181
## TRANSMITTAL CONTROL FORM

**LOCAL ASSOCIATION INFORMATION:**

<table>
<thead>
<tr>
<th>TRANSMITTAL #</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LOCAL NUMBER</th>
<th>COUNTY</th>
<th>LOCAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LOCAL NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**MAIL ALL MEMBERSHIP MATERIAL TO:**

- **Check here if new**
  - **OFFICE**
  - **NAME**
  - **ADDRESS**
  - **PHONE ( )**

**MATERIAL INCLUDED WITH THIS TRANSMITTAL:**

- **New Enrollment Forms**
- **Updated Billing and Renewal Roster**
- **PACE Contribution Transmittal Form**
- **Other**

**SUPPLY REQUEST SECTION:**

- **New Enrollment Forms**
- **Nonmember Identification Forms**
- **Transmittal Control Forms**
- **PACE**
- **Professional Payment Receipt Pads**
- **Preprinted Return Envelopes**
- **PACE Pledge Forms**
- **Instruction Book**
- **Other**
- **Other**

**MEMBERSHIP RENEWAL: IMPORTANT:**

- **YES**
- **NO**

To the best of my knowledge, all the changes and corrections indicated on this transmittal form have been processed, the membership information for our local association will be accurate. Updates will continue to be submitted as changes in local association membership occur, even after renewal authorization has been provided.

I understand that membership cards are NOT mailed until after I renew my local association membership. Therefore, I authorize the renewal of our local association membership.

**LABEL REQUEST SECTION**

- **Sets of labels**
- **Quantity**

- **Do you want to include**
  - **Members**
  - **Nonmembers**
  - **Check which sequence**
    - **Zip Code**
    - **Alpha**

**CHANGES TO MEMBERSHIP:**

**ADDITIONS TO ROSTER:** (Include a dated and signed enrollment form for each addition)

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<tr>
<th>PSEA ID #</th>
<th>MEMBER'S NAME</th>
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**DELETIONS FROM ROSTER:** (List those persons who have discontinued membership and reflect changes to membership (e.g., if necessary, also include the reason (i.e., retirement) and the effective date of the deletion.) Be sure to collect all of the dues for the appropriate category.)

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**MEMBERSHIP STATUS CHANGES:** (List the correct membership status of any of your members or nonmembers that is different from that appearing on the membership roster.)

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**USE REVERSE SIDE FOR ADDRESS OR NAME CHANGES AND COMMENTS/CONCERNS**

PSEA COPY

EA PRM 2006-07
# PSEA Nonmember Identification Form

## General Information

**Date:**

**Last name, first name, complete address, and one category are the minimum required information necessary to process a nonmember.**

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<thead>
<tr>
<th>LOCAL ASSOCIATION NUMBER</th>
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PAYROLL DEDUCTION AUTHORIZATION

This is to authorize deductions from my pay for professional dues for ____________________, PSEA and NEA in the total amount specified annually by the local.

This authorization will remain in effect unless canceled in writing fifteen (15) days prior to the expiration of the collective bargaining agreement in effect on this date.

Dues payments and contributions to FPAC, SPAC, and Local PAC, if applicable, are not deductible as charitable contributions for Federal Income Tax purposes. Dues payments may be deductible as a miscellaneous itemized deduction.

_____________________________  _______________________________
Date                                           Signature
The Pennsylvania State Education Association's legislative priorities direct the energies of the organization to the targets listed below for the 2005 - 2006 legislative session. It is important to note that our focus on these priorities will change from time to time.

PSEA's five legislative priorities for 2005-2006 are:

1. To preserve our public schools and to provide the very best education possible to all children. To this end, we will strive to preserve public funds for public schools. In so doing, we defend and protect the very foundation of our democratic society, which is intrinsically dependent upon an educated populace. This is PSEA’s number one priority.

2. To assure safe and effective schools for children and school employees, including the rehabilitation and removal, where necessary, of disruptive students and maintenance of optimal class sizes.

3. To reform Pennsylvania's system of funding education, including legislation that: (a) brings about resolution of the equity issue, (b) results in full equalization of the basic instruction subsidy accompanied by a substantial increase in the state's education funding, (c) reforms special education funding based on the needs of the program, providing equalized funding based on the actual additional costs of special education services, and (d) provides for fair local tax reform which reduces school districts' reliance upon local property taxes and includes uniform ongoing property assessments.

4. To reform the health care system to: (a) contain costs and provide quality care to all citizens, especially children, (b) continue the Health Care Cost Containment Council, (c) provide for full payment through the Public School Employees Retirement System (PSERS) of health insurance which includes a prescription drug program for school retirees and spouses, and (d) protect the public through safe delivery of health care.

5. To protect and enhance the collective bargaining rights of public school employees.

ORGANIZATIONAL SUCCESSES

Since its formation in 1968 as the independent political action arm of PSEA, PACE has endorsed and helped elect many friends of education to the State House of Representatives and the State Senate. These friends of education have not only helped to enhance the quality of education in the Commonwealth, but have protected the educational system from numerous attacks. The legislation listed below was passed and signed into law as a result of the efforts of thousands of educators who donated their time, their talents, and their energy to elect friends of education to the General Assembly. In other cases, the effort of public school employees helped to defeat legislation which was detrimental to children, public education, and public school employees.

1917  Teachers retirement act.
1929  Continuing contracts for teachers.
1937 → Tenure after two years of satisfactory service.
1949 → Statewide salary schedule.
1951 → Statewide single salary schedule for teachers, beginning at $2,400. All inclusive
sick leave, improved sabbatical leave laws.
1956 → Mandated minimum salaries increased to $3,000.
1961 → Mandated minimum salaries increased to $3,600.
1963 → Mandated minimum salaries increased to $4,500, increments increased to $300.
1964 → Amended School Code to provide for total use of accumulated sick leave in any
one year.
1965 → Two additional mandated increments at top of salary schedule.
           → Appropriation of $34 million with funds earmarked for teacher salaries.
           (Established recovery of back salary rule; $6 million so far.)
           → Created the Pennsylvania Higher Education Assistance Agency with a $4 million
scholarship fund.
1966 → Rewrote subsidy formula to include special grants for schools in densely and
sparsely populated areas.
1967 → Mandated 30 minute, duty free lunch.
           → Increased state subsidy by $66 million.
1968 → Permitted transfer of tenure and sabbatical leave positions from one district to
another.
           → Appropriation of $44 million earmarked specifically for teacher salaries plus $5
million in subsidy to school districts.
           → Increased retirement allowances, permitted purchase of service in retirement
system for military credit.
1969 → Permitted transfer of unused sick leave from one school district to another.
           → Increased state appropriation to local school districts by $60 million.
1970 → Mandated that minimum salaries be increased to $6,000.
           → Added cost-of-living increase for retirees.
1970 → Created Public Employee Relations Act (195) providing for collective bargaining
rights for teachers, including the right to strike.
           → Authorized school boards to include spouses and dependents in insurance
contracts.
           → Increased retirement benefits.
1971 → Granted permanent certification to teachers with standard certificates and 10 years
teaching.
           → Increased reimbursements to school districts by $104 million.
           → Increased retirement benefits.
           → Amended School Code to include librarian as professional employee with all the
benefits and privileges.
1972 → Amended public school employees retirement code to provide better investment
opportunities for members' fund and give greater earning power.
1973 → Retained full professional status for school nurses and dental hygienists.
           → Increased appropriations of $179 million for higher education, $35 million for
colleges, and a $77 million increase in school subsidies, with $5 million
additional for special children.
           → Professional Standards and Practices Act establishing a 16-member commission
authorized to make recommendations pertaining to the certification of teachers.
           → Increased state funds for state colleges by $12.4 million.
1974 → Amended retirement code to provide for retirement based on best three years, thus increasing retirement benefits by 10 percent.
→ Authorized $163 million in school subsidies above governor's recommendation based on improved formula.
→ Provided for confidentiality of communications between students and home and school visitors.
1975 → Rectified the Public School Employees' Retirement System containing cost of living for retired teachers and reduction in employees' contribution rate.
→ Amended State Employees' Retirement System to provide retirement at 35 years of age 60 and a 5% cost of living adjustment.
→ Provided for voter registration by mail.
1976 → Amended Pennsylvania Election Code requiring school district election districts to be continuous.
→ Increased funding for state-related universities.
1977 → Major revision of the school finance system including the use of income in determining a district's wealth.
→ Increased school subsidy by $100 million and more than $160 million for education generally.
→ Extended unemployment compensation to school employees.
→ Permits minimum 177 school days without penalty for weather emergencies.
1978 → Overrode veto on the $50 million school subsidy package, preserving a $250 million increase over two years.
→ Provided for 900 hours for elementary instruction and four-year terms for school directors.
→ Increased appropriation to intermediate units for special education.
→ Seniors permitted to graduate on time despite weather emergencies.
→ Authorized inspection of personnel files by employee.
1979 → Provided exemptions due to weather and nuclear emergencies for less than 180 school days.
→ School Subsidy Reform Act provided the largest subsidy increase ($122.5 million) in the history of education and changed the subsidy formula. Also doubled health services reimbursement.
→ Act 97 provided for furlough by seniority.
→ Act 96 provided sabbatical leaves of absence to the faculty of Scotland School for Veterans' Children and Scranton School for the Deaf.
1981 → Act 36 provided that residency shall not be a condition of employment. Employees in Philadelphia and Pittsburgh school districts may be subject to a residency requirement.
1982 → Act 1 provided that when a program or class is transferred from an I.U. to a school district, teachers who would otherwise be furloughed shall be offered employment in the school district when a vacancy exists.
→ Act 27 increased the number of days a retired teacher may work from 60 to 75 days with loss of benefits.
→ Act 152 provided for early retirement at age 55 after 25 years of service provided the application was filed between June 1, 1982 and August 31, 1982.
1983 → Act 7A increased subsidy $140 million over 1982-83, and amounted to the largest increase in state subsidy, stopping the decline in state school support.
→ Act 7A also increased the subsidy for vocational education by 48% of 1982-83.
Act 31 provided that retirement contributions are deferred from federal income taxes until they are returned to the member upon retirement or termination.

Act 44 increased the states payment of operating costs to Community Colleges.

Enacted legislation providing for immunity for school employees who report drug use among students.

Arbitration of dismissals made legal provided for by contract.

Two school-year-window providing for retirement after age 53 with 30 years of service without penalty, and after age 50 with 30 years of service, with penalty of 1/4 of 1 percent per month short of age 53.

Cost-of-living adjustment for retired school employees.

Second highest increase for subsidy ($43 million) in state's history. $27 million provided for updating educational equipment in community colleges and vo-tech schools. $4 million provided for improving instruction grants. $90 million increase in appropriations for retirement and social security in addition to COLA.

Deficiency appropriation for transportation of $47 million.

Act 38 requires public hearings at least 3 months prior to the closing of a school building. Also permits the recovery of social security taxes improperly deducted from teachers' sick pay during the 1979-81 school years.

Act 14 increases the size of the State Board of Education by adding the Majority and Minority chairpersons of the House and Senate Education Committee.

Largest increase in state instructional subsidy in state's history ($153 million, 80.9 percent). Also, increased reimbursement for nonpublic transportation by $7 million, voc-ed by $8 million, special education by $22.6 million. Overall, basic education increase was $245.5 million (8.56 percent).

Increased community appropriations by $10.3 million to implement variable stipends.

Members selecting Option 4 may now receive return of contributions and interest in four annual payments.

Act 19 provided the opportunity to receive one's contribution and interest under Option 4 in four annual payments.

Act 88 makes the third Monday in January a legal holiday in honor of Dr. Martin Luther King.

Act 5-A increased the Equalized Subsidy for Basic Education (ESBE) by $153.1 million (8.09%); increased special education by $22.6 million (9.62%); included in the Community College appropriation $10.3 million to implement variable stipends.

Act 169 protects employees who reveal unlawful practices of government employers.

Act 178 requires each school district to create a continuing education program for employees certified after June 1987 and requires that teachers be involved in planning, developing, and implementing the plans for such a program.

House and Senate conferees have extended the 30-and-out retirement window in two years (1987-88 and 1988-89).

Public school instructional subsidies were increased by $143.1 million.

Act 49 promoted the development of dropout prevention programs through the Department of Education via grants to approved school districts.

Act 78 creates parity of state contributions between the TIRA-CREF retirement programs and the state Employees' Retirement System program.
1988 → The 30-and-out retirement window was extended until September 30, 1991.
   → Act 84 provides that state and school employees may be required to pay a "fair share" fee if bargained in local contracts.
   → Mandated that minimum salaries for professional employees be at least $18,500.
   → Cost-of-living adjustment for retired school employees.
   → Public school instruction subsidies increased by $154 million and public education by $215 million.
   → School retirees are permitted to remain in the district's hospitalization program upon retirement at group rate plus two percent.
   → Establishing a school performance incentive grant whereby a committee of professional employees will determine how the grant is expended.
   → Payments to cooperating teachers increased from $100 to $200 for 1988-89 and $300 for each student teacher; $150 is provided by SSHE for professional development for each new cooperating teacher. (SSHE administrative policy.)
   → Community College state support increased from $800 to $1,000 for each full-time equivalent student.
   → Enacted local tax reform permitting school districts to levy an income tax of up to 1.5 percent. (A referendum is necessary to enact a Constitutional amendment permitting different levies on commercial and residential properties.)
   → Teachers who decide to teach in certain rural and urban school districts become eligible for loan forgiveness.

   → The largest single subsidy increase in the state's history ($158 million).
   → Passage of the Professional Standards and Practices Commission legislation creating a teacher majority commission.

1990 → The Health Care Practitioners Medicare Fee Control Act requires all providers to accept reasonable charges allowed under the federal Medicare program as payment in full for health care services. The act establishes penalties for violation, from reprimand and restitution to fines. Also, the Department of State is responsible for receiving patients' complaints.

1991 → Defeated a voucher proposal that would have diverted much needed public school dollars to non-public schools.

1992 → Enacted legislation to provide an additional 10 percent retirement incentive to public school employees who retire and meet certain requirements.

1993 → Provided teachers with 30 years plus early retirement. Also it contained 10 percent increase in benefits for early retirement.

1994 → Increased the state subsidy for payment to IU's, special education, assistance to small school districts, low wealth supplement, low expenditure supplement, poverty supplement, and education based.
   → Defeated legislation that would have abolished teachers' right to strike and cap salary increases at 3 percent or less. The amendment was defeated soundly in the house.

1995 → Defeated a voucher proposal that would have diverted tax dollars from public schools to non-public schools.
   → Defeated legislation which would have eliminated the ability of public employers and unions to negotiate payment of a fair share fee.
   → Enacted legislation pertaining to curbing school violence.
1996  →  Enacted legislation which would allow for the use of a standard teacher employment application.
          →  Enacted legislation requiring health insurance companies to provide for a minimum stay of 48 hours of inpatient care following the birth of a child.
1997  →  Enacted legislation providing for alternative education programs.
1998  →  Passage of 30 and out legislation.
          →  Passage of legislation for a cost of living adjustment (COLA).
          →  Defeated a punitive recertification bill.
1999  →  Defeated a voucher proposal which would have diverted tax funds from public schools to non-public schools.
2000  →  Passage of legislation to provide for stronger civil immunity protections for school employees
          →  Passage of legislation to increase the pension multiplier to 2.5%
          →  Passage of legislation to increase the medical supplement for retirees
          →  Passage of legislation to provide for a cost-of-living adjustment (COLA)
          →  Passage of legislation to require advance notice of the use of pesticides in the schools and require school districts to implement an integrated pest management system
          →  Defeated a proposal to eliminate “option four” for school employees which would have required school employees to choose between not receiving interest on their contributions and receiving future COLAs.
          →  Elimination of “teacher test.”
2000  →  Removing “harassment” out of Section III of offenses for denying employment as a school employee.
2001  →  Unprecedented increase in pensions of public school employees and state employees through 2.5 multiplier.
2002  →  COLA for retirees.
2006  →  Local referendum requirement passes as part of “tax reform”, with exceptions to lessen harm to school districts.

LOCAL PSEA-PACE ORGANIZATION

The goal of an effective Local Association PSEA-PACE organization is to have a working PACE committee, a core of volunteers and at least 90 percent of all members as contributors in each local association. Some locals have reached this goal already, but many have not. The steps needed to reach this goal can be stated as follows:
1. Analyze the PSEA-PACE commitment and activity in the local.
2. Recruit a leadership core.
3. Establish a Local Association PSEA-PACE Committee.
4. Promote contributions in State PACE (SPAC) and Federal PACE (FPAC).
5. Recruit campaign volunteers.
6. Develop annual PSEA-PACE programs and activities.

Mass involvement in PSEA-PACE activities is not necessary. Effective participation is. Locals can be effective with different levels of involvement. These levels are as follows:
1. Leadership level.
2. Core Volunteer level.
3. Volunteer level.
4. Contributor level.
The Leadership Level
The PSEA-PACE leadership level in each local should consist of three to five members. These leaders serve as the local PSEA-PACE committee. The committee selects one of its members to be chairperson.

The responsibility of the local PSEA-PACE committee is to plan and carry out a political action program which will assist in the passage of legislation favorable to the educational goals of the association.

It is vitally important to have an enthusiastic and hard working PSEA-PACE chairperson in each local. A sample job description of the duties and responsibilities of this chairperson may be stated as follows:

**PSEA-PACE CHAIRPERSON**
**DUTIES AND RESPONSIBILITIES**

1. Recruit other PSEA-PACE leaders within the local association.
2. Motivate the PSEA-PACE Committee to participate in political activities.
3. Develop political programs and activities.
4. Promote contributions by all members.
5. Set goals (short term and long range).
6. Coordinate political activities with legislative activities.
7. Communicate political information to members.
8. Establish a core of volunteers for campaigns.
9. Coordinate local political activities with cluster and regional activities.
10. Coordinate local political involvement with candidates and their campaigns.
11. Provide for ongoing political training.
12. Recruit citizens favorable to education as potential candidates.
13. Build a political data base about the community.
14. Develop a credible political recommendation system for the local which provides for procedural justice, that is every viable candidate is afforded an opportunity to receive a local recommendation.

**PACE RECOMMENDATION PROCESS**

**Recommendation**
The recommendation process is specified in the Region PACE Guidelines, which should be in compliance with the state guidelines established with the PSEA-PACE Board of Directors. The guidelines are developed and brought to the PSEA-PACE Board of Directors for review. Recommendation requires a meaningful effort, precinct to state. Recommendation should be undertaken only after assurance of widespread and effective participation from those who are the source of the recommendation. Consideration by the PSEA-PACE Board of Directors shall be based upon three major elements:

1. The candidate and his background.
2. The position of the candidate on educational issues.
3. The realities of the political situation specifically involved.
The Candidate
1. What is his general philosophy on education, of public service, role of government, and society's problems?
2. What is the level of esteem with which he is held in the election district?
3. What is his record of public and private service to the people and institutions of his area?
4. What is his political record?
   - Experience.
   - Voting record (if incumbent).
   - Analysis of floor, committee, and caucus performance (if incumbent).
   - Previously demonstrated vote appeal.
5. What are his pressure group alignments?
   - Source of financial support.
   - Occupational alliances.
   - Relationship to the area "power structure."

The Issues
1. What are the major issues established for this election by the appropriate organizations?
2. What are the candidate's views on these issues?
3. What are the candidate's views on education as indicated by previous performance?

The Political Situation
1. Is there a possibility of the recommended candidate winning?
2. Is there a probability of having an impact upon the political structure and gaining political advantage even if victory is not achieved?
3. What are the realities of the campaign in terms of the power structure, straw candidates, and such other political considerations?
4. Would it be appropriate to encourage individual and local effort rather than a state level PACE recommendation?

PROCEDURAL GUIDELINES FOR RECOMMENDATION

Legislative or Congressional Races
1. The intent of PACE is to recommend and elect friends of education. Recommendation shall be given when agreed upon by a majority vote of the PACE contributors at all appropriate levels.
2. Recommendation of candidates by local county/cluster PACE contributors should be preceded by consultation with the assistant or Region PACE Director.
3. Recommendations from local, county/cluster contributors shall be forwarded to the assistant PACE director for their area. The assistant PACE director shall forward these recommendations to the Region PACE Director.

4. The Region PACE Director shall forward these recommendations to the state PSEA-PACE Board of directors.

5. In the case of candidates whose districts encompass more than one local, county/cluster, or region, appropriate PACE chairpersons in these counties and regions shall confer on recommendations.

6. In case of unresolved internal disagreement concerning recommendations and where no consensus can be reached, all further state PACE recommendation activity shall cease.

7. Deadlines for submission of recommendations to PSEA-PACE Board of Directors:
   a. Primary recommendations — one (1) week after deadline for candidates’ withdrawal from ballot or as soon thereafter as possible.
   b. General Elections — whenever possible, requests should be submitted prior to July 15; however, a final deadline of September 15 is to be recognized in cases of last minute changes in a particular election situation.

8. All state level recommendations and the nature of the aid to be given shall be determined by the PSEA-PACE Board of Directors at meetings called for that purpose.

9. Letters of recommendation shall be forwarded to the candidates from PACE headquarters, signed by the chairperson, and indicating to the candidate the name, address, and telephone number of the Region PACE Director for his election district. A carbon copy of the letter of recommendation shall be sent to the appropriate region director. PACE assistance and specific needs of the candidate should be discussed by the Region PACE Directors with the candidate involved.

10. The Region PACE Director shall make no public announcement of these recommendations unless so requested by the candidate.

**Statewide Races**

1. Recommendations may come from individual Region PACE Directors or the PSEA-PACE Board of Directors.

2. Viable statewide candidates under consideration for recommendation shall be interviewed by the PSEA-PACE Board. All viable candidates should be given the opportunity to speak and be questioned by PACE groups and/or workshops before recommendations are made.

3. The PSEA-PACE Board of Directors shall determine who shall receive a statewide recommendation and the nature of the aid to be given.
Legislative-PACE

a. Consultation with the leaders of other educational groups may be an integral part of this procedure when PACE and such other educational groups have a common interest.

b. Deadline for submission of recommendations to PSEA-PACE Board.
   1) Primary recommendations — one (1) week after deadline for candidates' withdrawal from ballot or as soon thereafter as possible.
   2) General Elections — whenever possible, requests should be submitted prior to July 15; however, a final deadline of September 15 is to be recognized in cases of last minute changes in the particular election campaign.

c. Letters of recommendation shall be forwarded to the candidates by the chairperson of the PSEA-PACE Board of Directors.

Other Races
1. Recommendations for state PACE for elections other than legislative, congressional, or statewide races should be brought to the attention of the Region PACE Directors who shall transmit such requests to the PSEA-PACE Board of Directors.

2. The PSEA-PACE Board of Directors shall consider recommendation and/or support in any races which have a significant statewide impact as determined by the PSEA-PACE Board of Directors.

Adopted November 10, 1973
Revised December 6, 1973

ADVOCATES FOR CHILDREN AND EDUCATION

The Advocates for Children and Public Education program is PSEA’s grassroots member lobbying program. Any lobbying program is intended to support the legislative agenda of an organization. PSEA members are the experts on education, what is happening in the schools, on the playground and on busses. They need to be the ones telling the true story of what is happening in education today. The purpose of the ACE program is to provide elected legislators with information and the educator’s perspective on issues that come before the elected bodies at the state and federal level. The goal is to ensure that each legislator has an ACE team comprised of members from each of PSEA’s constituent groups who live in that legislator’s district. The team will meet regularly with the legislator to discuss current legislative issues, provide information and press for the legislators’ support for our issues. Local Associations should promote and become involved in PSEA’s member lobbying effort, the ACE program.
PSEA LOBBY DAYS

Purpose — To bring PSEA local, region, and state members/leaders to the capitol to meet with their legislators in an effort to help move the Association's legislative issues.

When — PSEA Lobby Days are held throughout the school year during the legislative session when deemed necessary.

Who — Participants are determined by the type of legislation being considered.

Our lobbying effort is designed to be as flexible as possible in order to encourage membership participation which can be utilized in the most effective manner.

See also PACE.

STATE AND FEDERAL DIRECTORIES

STANDING COMMITTEES OF THE SENATE OF PENNSYLVANIA
STANDING COMMITTEES OF THE HOUSE OF REPRESENTATIVES

This information is available from Government Relations in the Legislative Directory.

LISTING OF LEGISLATIVE AND CONGRESSIONAL DISTRICTS BY REGION

(Other regions represented by the same Legislators are noted in parenthesis.)

CENTRAL REGION
PA House of Representatives: 65, 67, 68, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 108, 171
PA Senate: 23 (Northeastern), 25 (Central-Western, Northwestern), 27 (Northeastern, Southern), 30 (Central-Western, Southern), 34 (Southern), 35 (Central-Western), 41 (Central-Western, Southwestern)
U.S. House of Representatives: 5 (Central-Western, Midwestern, Northwestern), 9 (Central-Western, Southern, Southwestern), 10 (Northeastern), 11 (Eastern, Northeastern)

CENTRAL-WESTERN REGION
PA House of Representatives: 54, 55, 60, 62, 63, 66, 69, 71, 72, 73, 78,
PA Senate: 25 (Central, Northwestern), 30 (Central, Southern), 32 (Southwestern), 12 (Southwestern, Western) 35 (Central), 38 (Western, Southwestern), 41 (Midwestern, Southwestern)
U.S. House of Representatives: 3 (Midwestern, Northwestern), 5 (Central, Midwestern, Northwestern), 9 (Central, Southern, Southwestern)

EASTERN REGION
PA Senate: 11, 14 (Northeastern), 24 (Mideastern), 16 (Northeastern), 18 (Northeastern), 29 (Northeastern), 44 (Southeastern, Mideastern), 48 (Southern, Southeastern)
U.S. House of Representatives: 6 (Southeastern, Mideastern), 11 (Central, Northeastern), 15, (Mideastern), 16 (Southeastern, Southern), 17 (Southern)
MIDEASTERN REGION
PA House of Representatives: 18, 29, 31, 53, 61, 70, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 157, 170, 178, 194
PA Senate: 4 (Southeastern), 6, 7 (Southeastern), 10, 12, 17 (Southeastern), 19 (Southeastern), 24, 44 (Eastern, Southeastern)
U.S. House of Representatives: 2 (Southeastern), 6 (Eastern, Southeastern), 7 (Southeastern), 8 (Southeastern), 13 (Southeastern) 15 (Eastern)

MIDWESTERN REGION
PA House of Representatives: 7, 8, 9, 10, 11, 12, 14, 15, 16 (Western), 17 (Northwestern), 46 (Southwestern, Northeastern), 63 (Central-Western), 64 (Northwestern)
PA Senate: 21 (Northwestern), 40 (Western), 41 (Central-Western, Southwestern), 46 (Southwestern, Western), 47 (Western), 50 (Northwestern)
U.S. House of Representatives: 3 (Northwestern, Central-Western), 4 (Western, Southwestern), 5 (Central, Central-Western, Northwestern)

NORTHEASTERN REGION
PA Senate: 14 (Eastern), 16 (Eastern), 18 (Eastern), 20, 22, 23 (Central), 27 (Central, Southern), 29 (Eastern)
U.S. House of Representatives: 10 (Eastern), 11 (Eastern)

NORTHWESTERN REGION
PA House of Representatives: 1, 2, 3, 4, 5, 6, 17 (Midwestern), 64 (Midwestern), 65 (Central)
PA Senate: 21 (Midwestern), 25 (Central, Central-Western), 49, 50 (Midwestern)
U.S. House of Representatives: 3 (Central-Western, Northwestern), 5 (Central, Central-Western, Northwestern)

SOUTHEASTERN REGION
PA House of Representatives: 13, 26, 152, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 170, 172, 173, 174, 175, 177, 179, 180, 181, 182, 184, 185, 186, 188, 190, 191, 192, 194, 195, 197, 198, 200, 201, 202, 203
PA Senate: 1, 2, 3, 4 (Mideastern), 5, 7 (Mideastern), 8, 9, 17 (Mideastern), 19 (Mideastern), 26, 36 (Southern), 44 (Eastern, Mideastern), 48 (Eastern, Southern)
U.S. House of Representatives: 1, 2 (Mideastern), 6 (Eastern, Mideastern), 7 (Mideastern), 8 (Mideastern), 13 (Mideastern), 16 (Eastern, Southern)

SOUTHERN REGION
PA House of Representatives: 37, 41, 43, 47, 78, 82, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 108, 193, 196, 199
PA Senate: 13, 15, 28, 27 (Central, Northeastern), 30 (Central, Central-Western), 31, 33, 34 (Central), 36 (Southwestern), 48 (Eastern, Southeastern)
U.S. House of Representatives: 9 (Central, Central-Western, Southwestern), 16 (Eastern, Southeastern), 17 (Eastern), 19

SOUTHWESTERN REGION
PA House of Representatives: 25, 39, 40, 46, 48, 49, 50, 51, 52, 54, 55, 56, 57, 58, 59
PA Senate: 32 (Central-Western), 37 (Western), 38 (Central-Western, Western), 39, 41 (Central, Midwestern), 45 (Western), 46 (Midwestern, Western)
U.S. House of Representatives: 4 (Midwestern, Western), 9 (Central, Central-Western, Southern), 12 (Central-Western, Western), 18 (Western)

WESTERN REGION
PA House of Representatives: 16, 19, 20, 21, 22, 23, 24, 25, 27, 28, 30, 32, 33, 34, 35, 36, 38, 39, 40, 42, 44, 45, 46
PA Senate: 37 (Southwestern), 38 (Central-Western, Southwestern), 40 (Midwestern), 42, 43, 45 (Southwestern), 46 (Midwestern, Southwestern), 47 (Midwestern)
U.S. House of Representatives: 4 (Southwestern, Midwestern), 12 (Central-Western, Southwestern), 14, 18 (Southwestern)
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PACE MEMBERSHIP CONTRIBUTION PROCESSING

COLLECTION PERIOD

PSEA's fiscal year, referred to as membership year, is a twelve-month period beginning September 1 and ending August 31. During that period, each local education association will be held accountable for all PSEA-PACE contributions processed.

PLEDGE AND COLLECTION REPORT

The PSEA-PACE Contribution Processing System (CPS) is a subsystem of the PSEA Membership Processing System (MPS). The Billing and Renewal roster is the primary accounting control report for both the CPS and the MPS. As such, the Billing and Renewal roster contains financial information concerning both membership dues and PACE contributions.

DISTRIBUTION OF PSEA-PACE MATERIALS

In early August each year, new PSEA-PACE materials for the year beginning September 1 will be mailed to each local president. These materials will include:
- An initial PACE roster that will report all Continuous contribution pledges to be collected.
- A set of preprinted SPAC/FPAC Pledge forms for all members of the local who have not previously made a pledge.
- A set of blank SPAC/FPAC Pledge forms for the local to use as needed.

PACE-PACE PROCESSING AT THE LOCAL LEVEL

Locals should update the Billing and Renewal roster provided them by crossing off uncollectible Continuous pledges, and submitting SPAC/FPAC Pledge forms for new pledges. Locals should mail PACE updates to PSEA headquarters for processing.

As the membership year progresses, the financial information relating to PACE on the PACE roster should be updated as necessary due to changes that may occur within the local. By the final day of the membership year (August 31), the PACE roster should contain an accurate accounting of the contributions processed by the local.

PACE-PACE PROCESSING AT THE STATE LEVEL

The materials received at PSEA headquarters will be reviewed for clarity and processed in the Dues Accounting department. If requested, an updated PACE roster will be mailed to the local for verification of the information processed.
LOCAL VERIFICATION OF PSEA-PACE REPORT

Once the local is satisfied that the PSEA-PACE information contained on the PACE roster is accurate, the local should acknowledge its accuracy. Acknowledgment of accurate PSEA-PACE information by the local serves notice to PSEA that the local fund drive is complete or substantially complete. PACE updates should continue to be submitted as changes occur even after the local has acknowledged the accuracy of the PACE records.

PLEDGE INVOICE

On a monthly basis, a Pledge Invoice will be mailed to the local. The Pledge Invoice provides a financial summary of the local’s political action fund drive. The Pledge Invoice will be adjusted automatically with each PACE update processed.

LOCAL TRANSMITTAL OF COLLECTED CONTRIBUTIONS

Generally, contributions of $50 or less should be received at PSEA headquarters within thirty (30) days of receipt by the local. Contributions of more than $50 should be received at PSEA headquarters within ten (10) days of receipt by the local.

For more information concerning PACE contribution processing, refer to the PACE Processing Instructions booklet.

PACE contributions can also be made online by credit card. We accept Visa, MasterCard, American Express and Discover.

THREE PACE PAYMENT PLAN OPTIONS

**OPTION 1** - PACE payment deducted out of last paycheck(s) remitted within 30 days of deduction with a list showing name, PSEA ID #, and separate S-PAC and F-PAC payments. *(PSEA recommends Option 1.)*

**OPTION 2** - PACE payment deducted throughout the year will be remitted within 30 days of each deduction with a list showing name, PSEA ID#, and separate S-PAC and F-PAC payments.

**OPTION 3** - No PACE payroll deductions; all contributions submitted by treasurer to PSEA/PACE within 30 days of collection with a list showing name, PSEA ID #, and separate S-PAC and F-PAC payments.
PSEA - PACE PLEDGE FORM

PLEDGE FORM

☐ CONTINUOUS
☐ NON-CONTINUOUS

PSEA is coordinating the political action committees PSEA-PACE for Federal Elections (F-PAC) and PSEA-PACE for State Elections (S-PAC). Such contributions allow voluntary contributions from association members and use those contributions for political purposes including, but not limited to, making contributions to and expressing support for political candidates for federal PACE and state and local (S-PAC) offices. Contributions to PACE and S-PAC are voluntary, meaning a member may withdraw or terminate his or her membership status, resign or transfer in the next, past, the local or any of PSEA’s affiliates.

Contributions to F-PAC and S-PAC are not deductible for federal income tax purposes. Federal law requires me to tell you that some of the nonmembership benefits of this association may result in an income tax deduction for you if I am a sole proprietor or an employee of a corporation or partnership in which I own more than 5 percent of the stock or capital. These associations are not permitted to solicit contributions from persons other than members of NCA and its affiliates and their families will be returned forthwith.

WITH MY VOLUNTARY CONSENT, I AUTHORIZE THE FOLLOWING POLITICAL ACTION CONTRIBUTIONS

PSEA-PACE for Federal Elections (F-PAC)

Other (Specify)

OTHER CONTRIBUTION (ENTER AMOUNT)

If I checked CONTINUOUS PLEDGE at the top of this form, it is agreed that my authorization for political action contributions and my authorization for payroll deduction, if available and already authorized, shall continue in force from year to year unless revoked or modified by me for a succeeding membership year by giving written notice to that effect to my local association on or before October 1 of that membership year.

Local Office Verification Required

PACE Initial
PSEA – PACE CONTRIBUTION TRANSMITTAL

LOCAL ASSOCIATION INFORMATION:
TRANSMITTAL #: PAC DATE
LOCAL #: LOCAL NAME

PREPARER:
NAME:
ADDRESS:
PHONE

CONTRIBUTION REMITTANCE QUESTIONNAIRE:
PLEASE DO NOT INCLUDE PACE MONEY IN THE SAME CHECK USED FOR PSEA-NEA DUES.

TOTAL ENCLOSED - S-PAC: $_______ (Separate check)
TOTAL ENCLOSED - F-PAC: $_______ (Separate check)

TOTAL AMOUNT OF CHECKS ENCLOSED: $_______ DO NOT SEND CASH

1) All of the contributions were collected approved pursuant to solicitation forms and/or payroll deduction forms that have been approved by PSEA-PACE.
   Yes     No
   If you have checked No, please attach a separate sheet indicating the amount enclosed collected pursuant to forms that have not been approved by PSEA-PACE and a copy of the forms used.

2) All contributions of $50.00 or less, whether collected by payroll deduction or person-to-person, are being mailed to PSEA-PACE within thirty (30) days after a representative of the local association first received them from the contributors.
   Yes     No     Not Applicable
   If you have checked No, please attach a separate sheet indicating the amount that is not being mailed within thirty (30) days.

3) All contributions of more than $50.00, whether collected by payroll deduction or person-to-person, are being mailed to PSEA-PACE within ten (10) days after a representative of the local association first received them from the contributors.
   Yes     No     Not Applicable
   If you have checked No, please attach a separate sheet indicating the amount that is not being mailed within ten (10) days.

NOTE: The name and address of the contributor and date and amount of the contribution must be included with this form for individual contributions of more than $50.00.

When answering Questions 2 and 3, remember that contributions collected through a payroll deduction system are considered to be included with the final payment received from the school district. The thirty (30) and ten (10) day rules begin when the final payment from the school district is received by the local association.

SIGNATURE: ___________________________ DATE: ___________________________
TITLE: ________________________________

MAIL COMPLETED FORM WITH CONTRIBUTIONS TO:
Pennsylvania State Education Association
Financial Management
400 North Third Street, PO Box 1724
Harrisburg, PA 17105-1724
1-800-944-7732
INTERNAL COMMUNICATIONS

These basic principles form the foundation for your local's system of communicating with members. Your system may make use of newsletters, issue updates, bargaining releases, faculty bulletin boards, meetings, phone chains, socials, and badges. For more information about these vehicles, ask your Communications/Organizing/Marketing (COM) team member to schedule a communications training session, or request a copy of the internal communications handbook.

Communicating with members is critical to activating them which is part of the local action plan to preserve public education.

COMMUNICATION PRINCIPLES

Have a regular communications system that people recognize. One letterhead and format for the newsletter, another for the negotiations report, regularly scheduled building meetings, etc. You confuse people if you constantly change style. People need consistency. Occasionally, when you do have something special, it will stand out more and have more impact if it is set against a regular system.

Give people real information. Specific facts do more to get support than all the philosophizing in the world. Use tangible examples. Talk about specific problems and specific people. Members do not respond to lofty sermons about the need for unity, but they do respond to concrete reasons.

The more personalized communications are, the more persuasive they are. Face-to-face communication is the most persuasive. That's why faculty or site reps are so important. Personalize written communications by using people's names, localizing issues, speaking of "you" and "I" instead of the third-person, and showing the impact of a particular proposal or project on the individual.

Address issues that concern members and their needs. You aren't communicating if you're advocating one position, and your members are griping about something else. Communication is a two-way process, and feedback into your communications program is a point that should not be underestimated.

The more specific communication is, the more persuasive it becomes. Glittering generalities have little impact. If you want members to do something, tell them exactly what they should do. It's not enough to ask them to "show their support." Tell them what action needs to be taken.

Communication is strong if you are initiating it. It is weak when you are reacting to it. If an issue or controversy is coming up, tackle it head on. Don't wait until you are in the defensive (weak) position. Take the offense, and make a stand. When you react to others, you're giving their point of view significance.
Communications

Don't be afraid of controversy. If you're getting complaints, that means people are listening to you and taking you seriously. Controversy offers you an opportunity to explain your point of view or respond to a need.

Guide and shape opinion instead of using heavy-handed control. People don't like to be hit over the head. For example, if you say, in effect, the superintendent is a creep, you sound like a propagandist. But if you give members a concrete example of something the superintendent said or did that directly affects teachers, members can say, "He said that. Why, that guy is a real creep." Skillful persuaders guide members to a conclusion they reach for themselves.

Avoid "crying wolf." If you are always lashing out hysterically at someone or at relatively minor matters, you'll have little impact when you really do want to take a strong position.

Don't make promises you can't keep. Speaking in absolutes—"We will never accept less than . . ." could be setting the Association leaders up to look like sellouts if you do, indeed, have to take "less than."

Prepare members ahead of time. Don't wait until an issue explodes to talk about it.

Provide reference points. What's happening elsewhere? Are your positions unique? Where do you stand relative to the rest of your state, etc.?

Don't turn people off with oversimplification and slogans. Slogans are fine as gimmicks as long as you also have backup facts.

PSEA recognizes local internal communication programs as a part of the Award and Recognition program of the communications committee. Entry forms for this program can be found at the end of this section. Additional forms are available from region communication committee members.

PSEA's internal communication program uses the following vehicles:

*Voice*—published 9 times per year and mailed to all active members, retired members, health care members and student members. The Voice, PSEA's official publication, contains interpretative reports of how PSEA works for members and feature stories illustrating how members feel about what they are doing in their locals as well as in their profession.

*The Leader*—a leadership newsletter mailed to local presidents, local communications chairpersons, faculty reps, and other local leaders four times a year. This newsletter contains up-to-the-minute reports on major developments as well as Association news written in a usable style for local newsletters.

*Legislative Hotline*—a toll-free number through which members may obtain the latest developments in the legislature, on legal matters affecting all members, and on
Association programs. Messages, which can be heard by calling 800-846-PSEA (7732) 24 hours a day, are updated several times per week.

PSEA Interactive—Everything you need to know about PSEA and the latest news concerning public education in Pennsylvania is as close as your computer. PSEA’s website was developed to respond to the changing needs of our members today with an outlook on what they will require in the future. www.psea.org contains up-to-the-minute information, a library of news releases and resolutions and a listing of PSEA officers and staff. The Hotlinks section directs you to hundreds of related sites including the NEA website.

PSEA Members Only web site—To access the PSEA Members Only site, point your web browser to: http://memberweb.psea.org Or, follow the link on the home page of PSEA Interactive, our public web site, at http://www.psea.org. You will be prompted to enter a user ID and password. First-time users should enter a user ID of “guest” and a password of “guest.” From there, you will be prompted to apply for a permanent user ID and password.

Legislative provides links to information dealing with political and legislative affairs affecting school employees and public education. Members and staff can search for your legislator's paper and e-mail addresses, phone and fax numbers. You can compose a printed letter to your state legislator or send e-mail to your legislator directly from the site (about 120 state legislators currently have e-mail).

EXTERNAL COMMUNICATIONS - MEDIA

Too many local association leaders wait until a crisis occurs to contact the media, and they are often puzzled by the lack of interest or sympathy that they encounter. If local associations don't have an ongoing relationship with the men and women who report the news in their communities, their point of view in a crisis will be largely ignored or mistrusted. Providing accurate and timely news on a regular basis to local reporters will build a foundation of trust that is necessary for success in having your association message heard and reported in a crisis, and will contribute to the good image you want to project.

Improving your relationship with the media is another part of the local action to preserve public education.

There are events, actions, and numerous activities conducted by your local association which could be newsworthy, particularly to smaller newspapers, weeklies, or shoppers. It may not occur to local association leaders that the routine events of the association might be some paper's or radio station's filler on a slow day or useful as part of their regular "shorts" listings and announcements. Here is a list which ranges from soft news to the
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topics which should draw the interest of the local news media.

1. Election of Officers (picture).
2. Naming of a banquet speaker (picture).
3. Announcement of a scholarship winner (picture).
5. Statement decrying a community blight (for example, no sidewalks for children on a street with lots of traffic near the school).
6. Survey of members on any issue (teacher morale, facility or service conditions, computers in the classroom, how teachers rate parental involvement). You always have the option of not releasing the findings. Sometimes the results of a survey can be potentially explosive, but can make good copy and show that the Association cares enough about an issue to study it.
7. Compilation of number of teachers attending summer in-service enrichment programs and graduate school.
8. Announcement of in-service day program.
9. Listing of items most desired by teachers to improve educational level in the classroom.
10. Advance announcement of those attending region and state association or professional meetings.
11. Late summer release on helpful study or homework tips for students and parents.
13. Biographical sketches of new teachers in the district.
15. Background releases on statistics of the local school district and the makeup of the local association.
16. Statement in support of other local unions in their labor problems.
17. Statement of concern about health issues in the schools (should be attempted only after complaints to district administrators and/or Board have fallen on deaf ears or after concerns have been met so the Association can take the credit for correcting problems).
18. Announcement of Association projects which benefit students (Success Cards, scholarship fundraisers).
19. Announcements of individual and association awards, community accomplishments, and other recognitions members receive.
20. Information about class projects.

SUGGESTIONS FOR PREPARATION OF NEWS RELEASES

Some Do's
- Type your story on one side of the paper only; use standard 8½ x 11 paper.
- Double space.
- Leave the top third of the first page blank, except for source information.
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- Source information should be at the top corner of the first page and should include the full name and address of your organization, the writer's name and title, a telephone number and address where the writer may be reached.
- End each page with a complete paragraph. Try not to jump a sentence from one page to another.
- Make it short. If a second page is necessary, always indicate "More" at the bottom of the first page.
- At the end of the release use the following signal: -30- (printer's talk for The End).
- Leave generous margins around all sides of the page.
- Completely identify every person mentioned in the story.
- Skip the adjectives. Give the facts.
- Use short words (i.e., "use" instead of "utilize"), short sentences, short paragraphs.
- Know your subject. Get the story right the first time.
- Make absolutely certain every name is spelled correctly.
- Ask for an e-mail address so your copy is easy to use.

Some Don'ts

- Don't use all caps anywhere in the story (datelines, however, are capped).
- Don't underline certain phrases in the story.
- Don't send "dirty" copy that has been cluttered with cross outs.
- Don't use highly technical or "arty" language.
- Don't try to get too much in one story.
- Don't try to pass out something as an exclusive if it isn't.
- Don't quote out of context unless you are certain the meaning of the sentence has not been altered.

CALLING IN NEWS TO THE RADIO

Especially in smaller communities, you will be amazed to find out how easy it is to get on the air.

Even in larger cities, radio news rooms are sadly understaffed, and, therefore, news directors and reporters have a true "gimme the news" mentality...especially on Saturday or Sundays. The first step is to make a list of the radio stations in your area and find out about their news programming. Do they have any? (Some stations just use network feeds and have no local news programming.) How many times a day and at what hour? Do they have local news on weekends? Simply calling the station and asking will get you the answers you need.

If you think you have an item of interest (i.e., negotiations were declared at impasse; the Association has taken a stand on the local zoning board controversy regarding the new mall; the announcement of an Association's new officers; announcement of the Association's new Success Card Program, etc.)

Begin by practicing your news item and know before you make the call about how long it takes (30 seconds, 45 seconds, less than a minute). Brevity is extremely important; thus,
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the essence of your announcement/statement must be noted quickly. A good way to begin is with the Association's name... "The Anytown Education Association has initiated a program to help students and parents with school concerns called Dial-A-Teacher. From 3:00 to 5:00 p.m. Monday through Thursday, anyone with a concern can call the AEA headquarters and speak to a teacher about the problem and the best way to approach solving it. It's the AEA's way of showing this community we care about our students and their successful school career."

Next step. Call the station and ask to speak to the assignment editor in the newsroom or news department. Be ready for anything from immediate connection to the department, to being on hold for long periods. If you're prepared for all eventualities, they won't be disappointing to you. For one thing, the announcer may ask you to hold. He/she may have to leave the phone to read commercials. The announcer may be ready to do a five- or ten-minute news show and ask you to call back at 10 after the hour (most news programs are on the hour or half-hour). The announcer may ask you to call back on another line connected to the recording machine. Cooperate in every way. The announcer/reporter is most likely as busy as a one-armed paper hanger swatting flies.

Again, be prepared to give the essence of who you are and what you have in a sentence. The hectic nature of radio reporters' jobs has them half listening to what you say before you start. A quick, "Hi, I'm Linda Rapablatt from AEA. I have some news, a statement in support of the Citizens Against The Mall. Would you like some tape?"

Remember to put the question directly. You are offering the story. The choice of taking it or not is the announcer's. Don't be pushy. What you have may not really be news. It may be a bad day. The bank may just have been robbed or a murder-suicide has just broken. Respect the announcer's choice through five turndowns of separate stories before getting angry.

And be sure to express thanks.

**SOME RADIO TERMS YOU SHOULD KNOW**

**Voice level**

If you're going to be recorded, the announcer may ask you to keep talking to get a voice level. This simply means looking at dials to see if you're loud enough or too loud for broadcasting. Keep talking in your normal voice until the announcer says, "Okay, I have it."

Most people freeze up and their minds go blank when he says, "Say something so I can get a voice level." It's fine to start reading the first line of your release.

**Beeper**

So named for the little "beep" sound you hear when voices are recorded over the telephone. If you tell the announcer, "I can give you a 30-second beeper or dictation,"
you are saying that you are prepared to be recorded yourself, giving the statement in your own voice or you're willing to just give the announcer the facts to write the story which he will give in his voice.

**Actuality**

The actuality is a story or part of a story done in a voice other than the regular announcer's. The announcer might ask you, "Can we get an actuality for this story you are calling about?" Your replies are 1) "I can give you a 30-second beeper," 2) "Our president is here with me and you can talk to her," or 3) "Our President is not here now, but she can be reached at or she will be home (when) and her number is (phone number)."

**TALK RADIO**

**Talk back: Why bother?**

Kathleen Hall Jamieson, dean of the Annenberg School of communications at the University of Pennsylvania, has been conducting research on talk show and political advertising for many years.

Of the talk radio programs that she reviews and analyzes, an amazing 90 percent are specifically negative toward public education. Of that 90 percent, there are six general categories that make up 80 percent.

1. What do we get for our investment? Where is all the money going?
2. Children having children who can't read their own diploma.
3. The issues of choice, vouchers and privatization.
4. Home school teaching is better than public schools.
5. NEA is the problem, not the teachers.
6. Public schools not teaching the proper values.

The issues of violence and drugs wend their way through all six topics.

If WE don't talk back in defense of our schools, who will?

**TALK BACK TO RADIO TALK SHOWS**

**As a caller**

Know the kind of subjects that the producer/host looks for in deciding which calls to accept.

Present the "real world" of public education to the host if you feel the callers or interviewees do not understand what's really happening in America's schools.
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Turn off your radio just prior to reaching the station (to avoid hearing yourself talk through the delayed broadcast of your words).

Be prepared to give your first name, city and topic of your call when you reach the producer or call screener. Offer an answer or explanation to a previous caller—often a way to get to the head of the list of potential callers.

Avoid education jargon; speak clearly without the use of acronyms.

Identify yourself as an education employee if you feel it will add credence to the subject; otherwise you can call as an ordinary citizen who has an opinion of interest to the listeners.

As a guest

Before the program...

- Be prepared to describe your expertise or subject area in brief terms to the program's producer (sometimes the host).
- Come up with an interesting idea that stands out from among the dozens of topics talk show producers are pitched each day. Ask yourself what interests the average person. People tend to respond to stories affecting their health, heart, home and pocketbook.
- Don't forget holidays. Tie your idea into American Education Week, National Teacher Day, School Nurse Day, the holidays (gifts for students), back-to-school season, etc.
- Ask the general line of questions that can be expected (without requiring specifics).
- Provide the producer an occupational title and other bits of information (such as years in the profession) that will help frame your knowledge of the topic and help the host introduce you on air.
- Inquire about the length of the interview and whether there will be questions from listeners.
- Have some key facts at your fingertips prior to going on the air. Three-by-five cards work the best for many people, because they are easy to search—and quiet. (You don't want to be shuffling and rattling papers on the air.) Some people prefer carefully prepared file folders. Do what is comfortable for you, but don't come to the studio loaded down with papers.
- Offer to be a studio guest if convenient (it provides a much better sound quality).
- Have some water handy in case your throat dries up.
- Provide the host/producer with a list of potential issues (5-6) to raise during the program; list the issues or questions in writing if possible.

While on the air as a program guest...

- Listen carefully to the caller's name—you may want to write it down if it adds to your method of answering the caller by first name.
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- Note any regional or neighborhood location of the caller—it might provide some insights into the question.
- Be energetic. Remember, you're on radio, and your voice conveys your personality and that of your organization. Make your points with enthusiasm, energy, and confidence (without sounding rehearsed).
- Answer multiple questions in any order you choose; you are not obligated to answer them in order, nor are you obligated to answer all of the inquiries from one caller.
- Challenge any terms with the host or caller that you find inappropriate, such as "compulsory unionism" or "pushers of the status quo" or "phonics bashers."
- Localize the topic. If you're talking about a national story, find a way to link it to what is happening in the radio station's listening area.
- Do not match vitriolic questions with a vengeance; instead slow down your answers and disarm the questioner with calmness.
- Use historical references with "senior callers"; mention events that occurred some years ago as a way to build a bridge with a person who talks about the "good old days."
- Give lively answers that do not take much explanation (except in areas where there is a lot of misinformation floating around).
- Do not expect to have an answer to every question; if you are not familiar with a topic, just say so. Also, if you do not understand the question, say so.
- Keep your eye on the clock to help gauge when the host will start winding down or listen for clues there's a commercial break scheduled.
- Be prepared to answer the question: "Anything else you care to add?" Talk show hosts often end the program with this question. This is your big chance.

After the show...

- Thank the host/producer if you were treated fairly and professionally. If the show was broadcast from a remote location, call back to the special number you were given to say "thanks," if you were treated with uncommon courtesy.
- Ask colleagues who listened which answers they thought were the best (an easy way to secure a critique of your efforts); ask your friends what questions they thought were the toughest to answer.

DO'S AND DON'TS FROM A VETERAN RADIO TALK SHOW HOST

For guests...

Know the typical program format and the topics usually covered. Find out as much as possible about the style and outlook/philosophy of the host (liberal, conservative, etc.).

Inquire about whether there will be other guests on the program, including topics and people who might proceed you. If you're on from 3:00 to 4:00, you need to know who was on from 2:00 to 3:00. You might have to respond to callers who called for the previous guest.
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Do not allow yourself to be sucked into a style because of the badgering of the host. Some will try to get you rattled and make you become confrontational because they believe that makes for good radio. Don't fall for the bait. Be yourself. Maintain your cool.

Don't answer a contentious host or callers with contentiousness. Try to find places of agreement and go from there.

When you're talking with a producer or host before going on the show, never put limits on what you are willing to answer. Be prepared to talk about virtually anything about public education. If you get calls about something you don't know, say something like, "I've never been a high school math teacher, so I'm not familiar with..." No one expects you to be an authority on everything, but, at the same time, don't rule certain topics off-limits.

Tell the producer in advance that you want a tape of the show. If you wait until the end of the interview to ask for a tape, it's often difficult for the producer to rewind the tape to make one for you. If you ask in advance, the producer will usually have it for you when you leave.

Get to the studio early if you're schedule to be on a program. Not only will you be on time, but you'll also be more comfortable. If you're there an hour early you can observe the show and watch how the guest, producer, and host interact. You'll get a feel for how things work and get in sync with the show.

Listen to the show the day before. If you're driving to the studio, make sure you're listening to that station on the way there.

Look at every program and every caller as an opportunity to make your case.

Some talk show hosts or producers will, unfortunately, orchestrate only negative calls against your position. If this happens, just know you've been set up. You may have to take on the host.

At the end of the show, if it goes well, offer to come back. Hosts welcome return guests, especially those who thrive on the spontaneity of the program and seem to enjoy the give and take.

**Whether a caller or a guest...**

Establish yourself as an authority on the subject being discussed. For example, if you've taught health for 14 years, say so if you're dealing with something like sex education. Project yourself as someone who knows what he or she is talking about.

Look for something to agree with. Behave in a way that will be surprising to your critics. Disarm them.
Use quotes from other people and from credible sources to help make your case. For example, if a caller or host argues in favor of school prayer, you could say something like, "It's interesting that on November 9 Sen. Phil Gramm said (quote) 'the American people want government off their backs' (unquote). Now you're saying that the government should be involved in American's personal spiritual lives." Or you could quote a newspaper: "the Philadelphia Inquirer last week had an editorial criticizing..."

On radio, you're a faceless person. You don't have to worry about whether you're having a bad hair day or look nervous. No one will see you.

A PROFILE OF THE PRINT AND ELECTRONIC MEDIA

Daily newspapers – Afternoon papers

Most afternoon dailies have mid-morning deadlines (10:00 or 10:30; some larger afternoon dailies have a late edition which is "put to bed" about noon). Generally, the larger the paper, however, the earlier the first edition deadline.

Follow-up news releases concerning an evening meeting (i.e., board meeting with Association response to board actions) should be delivered that night so the item will be available when the reporter arrives at work the following morning.

News stories concerning such topics as meeting announcements, speakers, programs, surveys, or anything that will not be "stale" or old news within 24 hours should be mailed.

Reporters covering an education beat or a township which includes the school district (geographical beat) should have the following standard materials: copy of the bargaining agreement, salary schedule, negotiated personnel policies, an Association fact sheet (listing all Association statistics), phone numbers of the president, chief negotiator, Association spokesperson.

Read and examine the newspapers thoroughly to determine the type of feature stories being done (soft news with no time limitations as opposed to hard news, which requires immediate reporting) and to see what the Association is doing—or might do—to merit space.

Morning Newspapers

A very different animal from afternoon papers, morning dailies don't come alive until noon or 1:00 p.m. If the paper assigns "geographic" beats, chances are that the reporters attend regularly scheduled night board meetings, but the attendance varies. Some reporters cover two or three towns and, therefore, are responsible for two or three school districts, many of whom hold meetings on the same night. Often a reporter will have a town board or zoning board meeting in one town at the same time the school board is
meeting in another. This means the reporter either skips the more routine meeting or makes arrangements with someone (ideally it should be an Association member) to phone in the meeting action to the reporter when he/she returns to the office to write stories. Newspapers have not escaped budget cutbacks and shrinking personnel, thus the "education" or "labor" or one-subject reporter has become almost extinct. Geographical beat reporters are stretched pretty thin and it is the exception rather than the rule for a beat reporter to cover much more than bargaining crises in a school district. That's why personal relationships with beat reporters become essential for good Association coverage. Cultivating relationships with these overworked news people, getting them to trust you as a source of information and providing them with "news" which helps them do their difficult jobs is the key to exposure for any local association.

Although most morning dailies are not put to bed until 10:00 p.m., larger dailies have a late edition with a midnight deadline. However, on a routine day, the "story budget" is decided by late afternoon (4:00 p.m. to 5:00 p.m.). To increase your chances of having the paper print your news, your response to an event, etc., timing is important and the earlier you get your press release to the paper (2:30, no later than 3:30 p.m.), the better chance you stand of being covered.

As with afternoon dailies, soft news can be mailed in or dropped off at any time in the afternoon.

**DOs**

- Do get to know who covers what for your local newspapers.
- Do read the papers regularly and become familiar with the kinds of stories covered.
- Do cultivate relationships with reporters and editors.
- Do be brief, concise, and polite on the phone with reporters and editors who are harried, overworked, and underpaid (sound familiar?).
- Do always ask a reporter when phoning if he or she is busy or on deadline before launching into your spiel. It shows you are knowledgeable about the particular job and shows consideration which will be appreciated.
- Do use the letter to the editor to express criticism of coverage if you can`t resolve the problem with reporters. Don't insult, just provide intelligent, rational reasons for your opinions.

**DON'Ts**

Don't blame the reporter for a bad or misleading headline. Reporters don't write the headlines, and get just as upset when they are wrong.

Don't assume that if something is left out of a story, the reporter is the culprit. Editors use black pen liberally (or these days push a delete button on the computer) and the "backshop" (printers) often cut stories from the bottom in emergency space situations.
Don't call an editor to complain about a reporter - except in rare, extreme circumstances. If you have a gripe about the way a story was handled, continuing problems with getting the reporter to use your news, talk to the reporter first. Getting on the bad side of your beat reporter or editors is sometimes akin to stepping on a snake. Think of how you feel when a parent calls a principal with a complaint without discussing it first with you. If you can't resolve the problem at the reporter level and you believe it is serious enough, try the editor, but be sure you have hard proof that you are not being treated fairly or proof of errors in copy. Most editors will listen and if an error has been made, print a correction. Even if the editor defends the reporter, most editors will keep a close watch on the reporter after a complaint.

Don't ever pass off a story as "exclusive" when it isn't. Radio, TV reporters, and print reporters from competing papers are generally chummy and have close contact. You will be avoided like the plague if they discover you are trying to play them off each other. They will know by picking up the paper of a competitor or listening to the news just how "exclusive" your news is.

Don't get into shouting matches with reporters and editors. It will only make a bad situation worse. Just state your case and have the facts to back it up.

Don't ever lie to a reporter. There are creative ways to not give information that you don't want to give. If you are caught in a lie, your credibility is dead.

Don't ever say "No Comment." It is considered insulting to the reporter and you will get far more respect if you learn to give no comment without saying "No Comment." In other words, by diverting, going off the record, or just using different words, you can avoid looking evasive or secretive. You can say, for example, "We are studying the impact of this proposal." or "It is premature to comment at this time."

**Weekly Newspapers**

The deadlines vary for these smaller news organizations and many of the same rules for dailies just don't apply. Let's start with deadlines. Some papers have a Thursday publication (in fact most do). Weeklies really operate with a skeleton staff, so the earlier you get them news (almost all require it in press release form, there is no time to take news over the phone) the better. If the paper is published on Thursday, get the material to newsroom by the preceding Friday or Saturday.

Many of the weeklies still print a release word for word. Give editors a copy that can run as is. A well written release will save them time on rewriting and copy editing and is more likely to be used.

Provide photographs when available. Identify people pictured left to right and provide information in an attached "cutline" (piece of paper with a "kicker" and explanation); i.e., "NEW FACES (kicker) — New officers of the Anytown Teachers Association congratulate each other. ATA President Fran Jackson (left) is congratulated by John"
Communications

Bowler, ATA vice president and ATA treasurer, Sarah Sanford (right). The trio was elected to three-year terms last week."

Always provide names and building assignments when submitting stories concerning educators (or positions, etc.)

Contact editors frequently, but avoid phoning routine items at deadline time.

Encourage reporters and editors to contact you frequently for any small news items. Weeklies are the place to push your smaller announcements and any news regarding individual teachers (local awards, grants, special recognition from clubs, anything).

More help from PSEA

If your local is interested in planning a special media project, PSEA communications personnel are available to act as consultants.

PSEA also offers training to get you started in cable television programming. Cable public access is part of the next generation of local communications pathways.

THE BLUE RIBBON CAMPAIGN FOR PUBLIC EDUCATION

Local Involvement Project

The Local Involvement Project is part of the integrated public relations component of the PSEA Blue Ribbon Campaign for Public Education. It complements other Blue Ribbon PR activities—Classroom Close-Up Television Commercials, Partnering Public Service Announcements, and Interactive Mall Displays. All phases of the Blue Ribbon Integrated Public Relations program—including the Local Involvement Project—are aimed at reinforcing the theme “Public Education: It’s Working in Pennsylvania.”

Specifically, the Local Involvement Project is designed to help local associations (or groups of local association) conduct activities that involve local members in their communities as part of a planned and systematic local association community outreach program. Through the project PSEA will match local funding at a ratio of $2 for each $1 committed by the local(s) involved. Local associations (or groups of associations) work with their UniServ representative(s) and Communications/Organizing/Marketing (COM) staff to plan their local involvement projects and apply for matching funds from PSEA.

The Local Involvement Project has two primary goals:
- Reinforce the “Public Education: It’s Working in Pennsylvania” with a local focus.
- Encourage local association members to be more involved with members of the community.
Optimally, the *Local Involvement Project* should build bridges between school employees and
- Parents
- Senior citizens
- Community leaders
- Taxpayers
- News media
- Business leaders

How do you apply?

The maximum PSEA grant for an individual project is $1,500. The local association (or group of associations) applying for each Local Involvement Project grant is responsible for funding at least one-fourth of the total project cost. (The maximum project cost would be $2,000 with $1,500 from PSEA funds and $500 for local funds. Once an application is approved, the PSEA portion of the costs will be forwarded to the local association treasurer designated in the application.

Here are some helpful hints in developing your grant application.

1. Brainstorm what your local association can do to involve your members in demonstrating that “Public Education Is Working in Your Community.”
2. If the project naturally reaches beyond your local association boundaries, contact other local association leaders in the appropriate area. Solicit their support, involvement and funding for the project. Consider a joint project in your area with EA, ESP, PSEA-Retired, PYEA, and Student PSEA.
3. Coordinate your project proposal with the appropriate UniServ representative(s). Be sure your proposal fits within your local goals for the year.
4. Set specific goals for the Local Involvement Project and determine how you will judge its success.
5. Develop a work plan that includes what will be done, by whom and when.
6. Complete a budget for activities that have dollar costs. Consider how you will voucher or account for funds expended.
7. Get formal approval from your local association (and any others involved) for the project and the local funding requirement (25% of the cost of the project).
8. Select a project coordinator.
9. Determine which local association treasurer will serve as the financial agent for the project.
10. Secure the appropriate signature. Forward your completed application to your COM team member.

**COFFEE KLATCHING**

**The name** Coffee Klatching is the name given to the program when it was developed by the Association some 20 years ago. Today, locals use this tool under a variety of names to match local needs. Consistency with new state regulations has some locals referring to the program as Outcomes-Based public relations. Others are sticking with
Communications

School crisis meetings  
Parent-teacher conversations  
Community connections  
School awareness groups  
Parent involvement sessions  
Bargaining awareness councils

The purpose  The coffee klatching model can be adapted to any situation that calls for a face-to-face exchange of information or concerns. Locals first identify the problem and the goal. Some of goals for which coffee klatching is an appropriate tool are

- establishing a closer bond with the community  
- establishing the Association as the credible source of information about the schools  
- enhancing teacher or public school image  
- dispelling myths about education  
- breaking member and/or community apathy  
- building self-esteem and self-confidence among members  
- informing parents and community about ESEA

The message  Whether you use this tool internally with members or externally with community groups, the message you send is that your local is willing to invest the time and energy necessary to listen to the needs and opinions of the target group. Your members discover that the local really does want their input and community members discover that teachers are caring individuals who are willing to listen and can be counted on to respond.

The commitment  Once a local begins coffee klatching, it becomes an ongoing project. Using the tool briefly during a crisis (internally or externally) will negate the message you intend to send. Your audiences will interpret your disappearance as a sign that you are not to be trusted.

The process  In preparation for klatching, target audiences are identified, sub groups within the target audience are identified, influential individuals within the sub groups are identified, and hosts are chosen within geographic areas serving the identified groups. Klatchers are matched with known needs of those invited to specific klatches. Klatchers debrief after each session and share information with appropriate bodies.

The klatch  Klatches are informal conversations focused on common issues. They are one hundred percent honest. They are responsive. We do not approach any session with an agenda to run, a list of facts to disperse, or an opinion to implant. We listen. We supply information in response to needs. We share our experiences. We do not allow debate. We do not allow hostility. We maintain verbal and nonverbal consistency.

The outcome  The local becomes the credible source of information—either for members or for the public or both. Internal programs are established to meet the needs of members. External programs are established to meet the needs of the community. Information is shared with appropriate bodies.
**The effects**  On teachers: creates an emotional bond due to positive feedback; increases enthusiasm; improves pride, self-image, and self-esteem; and empowerment.

*On parents*: breaks down fear, creates common ground, provides access to information, changes perceptions of power, builds confidence to speak up, promotes networking. They vent frustrations, show up at school board meetings, ask informed questions, and distrust negative PR.

*On management*: recognizes teacher and parent power, looses manipulative advantage, is put on defensive. To avoid negative reaction, notify management of your intent to begin such a program.

**The training**  Organization and training make this program work. First, local leadership meets with a trainer to identify goals and decide how many and who within the local will participate. Second, all potential klatchers (or entire membership) receive verbal and nonverbal skills training. Third, following the first round of klatches, trainer returns to debrief and adjust program as needed.

**IDEAS AND ART WORK FOR ASSOCIATION EVENTS**

**American Education Week**

Each year, NEA provides a guide to organizing and planning for the observance of American Education Week. This guide is available on the NEA web site and contains a history of AEW, an activity list appropriate for community action, suggestions for working with parents, and ways to involve the business community. Sample letters, public service announcements, and news releases are included in the guide as well as camera-ready art work and newspaper articles. NEA also makes available for sale posters, memo pads, parent-teacher conference kits, parent/community involvement leaflets, NEA's "How to Prepare Your Child for School Series," and aids for helping teachers teach.

A list of PSEA's parent/community pamphlets can be found under Additional Resources. Remember to order well in advance of the time you plan to use these. Just call PSEA Communications requesting the titles and quantities your local needs.

**National Teacher Day**

The NEA Representative Assembly set the date for this annual observance as the first Tuesday in the first full week of May which coincides with the PTA's Teacher Appreciation Week. Materials for local observances are available on the NEA web site.

National Teacher Day began as a result of the efforts of many dedicated teachers.

In 1943, an Arkansas teacher, Mattye Whyte Woodridge, began corresponding with governors and education leaders, and even decided to write Eleanor Roosevelt about a
Communications

national teacher day—a time to reward all teachers. Woodridge and Roosevelt corresponded from 1944 to 1953. In 1953 Roosevelt was successful in having the 81st Congress proclaim a National Teacher Day.

In Kansas, Laurence Stanton, a retired Dodge City educator, and Sally Burr, a Dodge City high school journalism teacher, moved to have Congress enact a proclamation for a national teacher day in the late 1970s. Their efforts came to fruition when Congress enacted a proclamation for National Teacher Day in 1980.

In 1976, the NEA Representative Assembly approved a teacher recognition day as a national project: "The Representative Assembly recommends that the Board of Directors establish a nationwide teacher recognition day for the purpose of recognizing the contributions of all teachers to the betterment of American society and traditions."

Congress enacted a Teacher Day on March 7, 1980, for that year only, following lobbying by NEA and its Kansas and Indiana state affiliates, and the Dodge City, Kansas, local affiliate. This marked the second time Congress proclaimed a National Teacher Day—27 years after the first.

National Teacher Day was celebrated the first Tuesday in March until 1985. But in 1982 it was observed during American Education Week—the third week in November.

In 1985, NEA and the National PTA established Teacher Appreciation Week. Each year it is celebrated the first full week in May and National Teacher Day is observed on the Tuesday of that week.

For 2006, National Teacher Day will be May 2.

**Read Across America**

An NEA staffer asked a member what NEA could do that would really help. The member said, “Make people understand how important reading is.”

We now celebrate Read Across America on March 2. The date was chosen because it’s Theodore Geisel’s birthday and almost everyone recognizes Dr. Seuss.

NEA provides hard copy of planning materials in a kit mailed to local presidents in December and immediate access to help at [http://www.nea.org/readacross](http://www.nea.org/readacross).

More than half of the 2.3 million members of the Association participate significantly in this celebration of reading.

NEA and PSEA organize celebrity participation and media coverage. The events take place locally. The goal is to put every child in America in the company of a book, to celebrate the joy of reading.
PSEA locals give books to the parents of babies born March 2, teach parents how to help their children read, organize student to student reading experiences, invite community members to read to students, take students into the community to read to their elders, host mall displays and activities and jump into gelatin when their students meet a book challenge.

This one-day event focuses the nation on the importance of reading and the role we all play it making it successful for each child. It will provide a launching platform for the Association’s Reading Matters initiative.
PSEA INTERNAL Communications Awards Program

Entry Form

Name of local, cluster, or county coordinating council ____________________________
Name of local, cluster or county coordinating council president __________________
Name of person submitting entry __________________ Position __________________
Address __________________ Phone __________________

Minority Local ☐ Yes ☐ No

Region __________________ *Local Dues $ ________ *Number of members ________ Number of non-members ________

*Actual Internal Communications expenditures this year $ ________

Items above which are starred (*) are required for entry.

Which of the following are readily available to you as communications chairperson?
☐ Computer ☐ Fax ☐ E-mail ☐ Internet ☐ Onlineservices ☐ Other __________________________

Which of the following have you used at least once this year as communications chairperson?
☐ Computer ☐ Fax ☐ E-mail ☐ Internet ☐ Onlineservices ☐ Other __________________________

Is this a negotiations year? ☐ Yes ☐ No

List the goal(s) your local association established which the communications committee is to promote or contribute to:

__________________________________________

Are these materials to be returned? ☐ Yes ☐ No

*(If you want your materials returned, we will be unable to include them in our displays. We prefer that you send materials that we can keep.)*

OVERVIEW: In evaluating your presentation, the Communications Committee looks for evidence that you communicate regularly with your members and that your local has established a communications system that emphasizes original materials developed by your communications committee and/or PSEA-NEA materials that you have adapted for use in your local.

DIRECTIONS: Place a check to the left of each item your local incorporated into its internal communications program during the past school year. Provide a sample or some other form of evidence of each item you check. For example, if you published a newsletter, send copies. If you set up internal coffee klatches, provide a description of times, dates, reasons for the gathering and/or photos or fliers documenting the event. When possible, send copies of everything you did.

If something you wish to submit could fit into more than one category, PLEASE include a copy every time it is appropriate.

- Please group all material by category (I through V) and label them clearly.
- We prefer that all print materials be placed in three-ring binders.
- YOU MUST SUBMIT AT LEAST ONE ITEM FOR EACH CATEGORY TO PARTICIPATE IN THE COMPETITION.

Organized entries make an impact.
INTERNAL Entry Form
PSEA Internal Communications Award Program

INTERNAL Entry Form
PSEA Internal Communications Award Program

Category I. Direct contact with members
___ General membership meetings
___ Representative council/building meetings
___ Telephone contact: phone chain, hotline, survey, etc.
___ Internal coffee klatching
___ Other (please explain)

Category II. Print
___ A. Newsletter and or
___ B. Quick fliers (at least 8 per year) from one or more of the following categories
___ PACE/legislation
___ Meeting/workshop announcements
___ Committee promo (soliciting volunteers)
___ Issue updates
___ President's memos
___ Special projects (e.g., American Education Week [AEW], Positive Education
___ Partners and Promoters [PPEP] Awards, Teacher Day)
___ Membership recruitment
___ Fund-raisers
___ Negotiations updates
___ Other (please explain)

Category III. Display/Exhibit
___ Posters
___ Bulletin boards (pictures not acceptable)
___ Promotional items (buttons, T-shirts, pens, AEW/Teacher Day gifts)
___ Video/audio cassettes
___ Other (please explain)

Category IV. Special programs
___ Workshops
___ Speakers
___ Fund-raiser
___ In-service
___ Membership promotion
___ Scholarship
___ Crisis program
___ Exchange of information with other locals or region communications committee
___ Food bank
___ Increased member involvement program
___ Use of PSEA programs and staff
___ Other (please explain)

Category V. Morale building
___ Internal awards
___ Thank yous
___ Social activities
___ New teacher program
___ Other (please explain)

All entries must be postmarked no later than June 30.
Please direct questions to your Region Communications Committee member.

The PSEA INTERNAL COMMUNICATIONS Award Program
Communications

PSEA EXTERNAL Communications Awards Program
Entry Form

Name of local, cluster, or county coordinating council______________
Name of local, cluster or county coordinating council president______________
Name of person submitting entry__________________ Position__________________
Address__________________ Phone__________________
Minority Local ☐ Yes ☐ No
Region_______ *Local Dues $_______ *Number of members_______ Number of non-members_______
*Actual External Communications expenditures this year $_______

Items above which are starred (*) are required for entry.

Has your local association established goals which the communications committee is to promote or contribute to?
☐ Yes ☐ No
If “yes,” what are those goals? ____________________________

Are these materials to be returned? ☐ Yes ☐ No
(If you want your materials returned, we will be unable to include them in our displays. We prefer that you send materials that we can keep.)

OVERVIEW: In evaluating your presentation, the Communications Committee looks for evidence that you communicate with your community in promoting public education.

DIRECTIONS: Place a check to the left of each item your local incorporated into its external communications program during the past school year. Provide a sample or some other form of evidence of each item you check. For example, if you published a community newsletter, send copies. If you set up external coffee klatches, provide a description of times, dates, reasons for the gathering and/or photos or fliers documenting the event. When possible, send copies of everything you did.

If something you wish to submit could fit into more than one category, PLEASE include a copy every time it is appropriate.

• Please group all material by category (I thorough V) and label them clearly.
• We prefer that all print materials be placed in three-ring binders.
• YOU MUST SUBMIT AT LEAST ONE ITEM FOR EACH CATEGORY TO PARTICIPATE IN THE COMPETITION.

Organized entries make an impact.

The PSEA EXTERNAL COMMUNICATIONS Award Program

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2006-07

EA PRM
Pennsylvania State Education Association  
George Badner  
External Communications  
Project Grants

PSEA encourages local associations and coordinating councils to promote external communications programs designed to foster improved community relations on the local level by applying for a George Badner External Communications Project Grant. In 1995 the grants were named for George Badner, who served on the PSEA Communications staff from 1970 until his death in 1993.

Grants in amounts up to $500 will be awarded based upon criteria on the following pages. The PSEA Communications Committee will review applications and will recommend recipients to the PSEA President.

Application forms may be submitted at any time prior to April 25. Please address to:

   External Communications Grant Project  
   Communications Committee  
   Pennsylvania State Education Association  
   400 North Third Street, Box 1724  
   Harrisburg, Pennsylvania 17105-1724

For additional information, please contact your region communications chairperson or Bill Johnson, Director of Communications, at PSEA 1-800-944-7732, Ext. 7134.

Program Overview

Background

The George Badner External Communications Project Grants program was initiated by Board of Directors action July 1991 at the request of the PSEA Communications Committee. This grant program will be administered by the Communications Committee in accordance with the following guidelines and criteria as approved by the Board of Directors.

Purpose

PSEA and the Communications Committee seek to encourage local associations throughout the state to implement external communications programs which create a positive image of PSEA, its local affiliates, and members of the teaching profession. Grants are offered for programs which bring community and association members together in a positive, informative and/or educational setting.

Through this effort, PSEA Communications Staff and Committee hope to create a source of new programs for external communications for replication by other local associations.
Communications

Grant Awards
The Communications Committee of PSEA will review each grant application to ensure adherence to grant criteria and application procedures. The review process will include considerations for creativity, need, planning, and Association involvement.

Note: To be eligible, a local Association must be in good standing with PSEA-NEA.

Award money is limited. Grants will be awarded on a funds-available basis during the fiscal year.

PSEA COMMUNICATIONS
George Badner
External Communications Project Grants
Guidelines

I. Application Procedure

A. The attached application must be completed and returned to the aforementioned address.
B. The completed application must include the signatures of:
   1. the local Association president
   2. a region Communications Chairperson
   3. the Region president
C. The application must include a complete narrative of the project which addresses all criteria in Section II of these Guidelines.
D. The project narrative must indicate: an awareness of the project / input into the development of the project / or participation in the presentation of the project by the UniServ staff assigned to the local.
E. The application must include a breakdown of the estimated costs of the project.
F. The application shall indicate the full amount of monies requested of PSEA as well as monies (if any) committed by the local association to the project.
G. The application shall indicate the starting and completion dates of the project.
H. The application must provide a brief statement of local need for PSEA funding.

II. Grant Criteria

A. Eligible External Communications Projects shall meet the following criteria:
   - Projects shall be program oriented and not product oriented.
Projects must be external (community oriented) communications projects.
Projects must identify — and attempt to meet — a specific purpose or goal as identified by the local Association.

B. Local Association External Communications Projects that might be approved for grants may include, but are not limited to:
- Parental communication from the Association in planned PR programs
- Community leadership communications
- Promotion of educational and support staff responsibilities and accomplishments
- Public awareness program stressing support staff, educational staff, or awareness of classroom concerns and as well as the educational needs of all children
- Public service programs
- Local Association projects that could serve as examples for neighboring Associations
- News media information programs
- Participation in external activities in collaboration with a PYEA chapter

C. The PSEA Communications Committee shall not consider projects for an External Communications Project Grant which:
- Are crisis communications projects
- Are eligible for or funded by any other PSEA grants and/or funds
- Are existing or ongoing programs
- Provide scholarships, salaries, or monetary awards to association members, students or other individuals or groups
- Seek to provide supplies, normal operating expenses, or school-related costs (i.e., school team uniforms)
- Have as their primary purpose any political objective
- Provide for the acquisition of equipment
- Detract in any way from the goals, objectives, or interests of the association's local, state or national affiliates
- Seek reimbursement for yearbook advertisements
- Underwrite the costs of meals for association members, as part of a grant proposal. Reasonable non-meal refreshments for social events or settings that augment a project may qualify for reimbursement
- Include travel or lodging expenses for reimbursement
Communications

PSEA COMMUNICATIONS
George Badner
External Communications Project Grants
Application

Date Submitted

Local Association: _____________________ Region:

Number of Members:

Contact Person:

Address:

Phone: ________ Grant Amount Requested: _________ Amount Committed By

Local:

Local Dues:

Breakdown of Estimated Costs:

Signatures:

Region Communications Chair

Region President
It is hereby agreed that if this application results in a communications grant award, this local association will provide copies of materials produced and an accounting of all project expenses and will verify those expenditures by providing receipts to the Communications Committee of PSEA. Failure to fulfill this obligation will render this local association ineligible for any future PSEA grants or scholarships.

______________________________ Association President
NEGOTIATIONS

SELECTING NEGOTIATING CHAIR AND TEAM

Each local association is autonomous and determines its own method of selecting the negotiating team; however, the Association continues to recommend that the president appoint (as opposed to elect) the team. Following the local association executive board’s (policy handbook) approval of the appointees, the team should then select the negotiating chairperson.

A good negotiating chairperson should be:
- A good listener
- Open minded
- Persuasive
- Articulate
- Sensitive to others’ needs
- Honest
- Trustworthy
- Willing to compromise
- Resourceful
- Assertive

FACT FINDING

Odds are that the collective bargaining process will require fact finding. The fact finding process, depending upon the Hearing Examiner, may be formal or informal, but in either case, requires a great deal of research, data collection, and coordination. Your organization, PSEA-NEA, has the required resources, personnel, and data banks for your best representation. This is available through your UniServ representative, and it is strenuously suggested that you contact your representative early to ensure appropriate preparation.

PUBLIC EMPLOYEE RELATIONS ACT (PERA)

An "unfair labor practice" is a specific type of violation of the PERA (Act 195) carefully defined within the law itself. The mechanics of unfair labor charges are technical and quasi-legal in nature involving proceedings which must be handled by a professional who knows the rules and regulations of the PLRB. Because of the potential for statewide impact, no charge of unfair labor practices should be filed without the complete involvement of your field staff.

Definitions and/or information relating to unfair labor charges can be found in Articles XII and XIII of the Act.

REQUIRED LEGAL FACTS REGARDING COLLECTIVE BARGAINING

SCOPE OF BARGAINING – It is well-established that if a matter falls within the category “wages, hours, and other terms and conditions of employment,” then the matter is within the scope of mandatory bargaining. Pennsylvania Labor Relations Bd. v. State College Area Sch. Dist., 337 A.2d 262 (Pa. 1975). The test of whether the matter is a condition of employment and therefore a mandatory subject of bargaining (often referred to as the State College test) is “to weigh the employees interest in the terms and conditions of employment against the employer’s
legitimate interest in directing the overall scope and direction of the enterprise.” For more information on whether a specific matter is a mandatory subject of bargaining, contact PSEA staff.

**MAINTAINING THE STATUS QUO DURING THE INTERIM PERIOD OF BARGAINING FOR A SUCCESSOR CONTRACT** – The law in Pennsylvania is clear that an employer that alters the status quo (i.e. changes a term and condition of the expired contract) where there has been no work stoppage instituted by the employees has committed an unfair labor practice. *In Re Appeal of Cumberland Valley Sch. Dist.*, 394 A.2d 946 (Pa. 1978); *Pennsylvania Labor Relations Bd. v. Williamsport Area Sch. Dist.*, 406 A.2d 329 (Pa. 1979). Even any minor alteration of the terms and conditions of the expired collective bargaining agreement is an unfair practice. The rationale underlying this tenet is that employees have the right to strike. It is their economic weapon in bargaining situations. By refraining from that right and continuing to work, however, employees should not be penalized by allowing the employer to unilaterally implement alterations to the status quo. To do so would give the employer the “upper hand” in bargaining and would obviously therefore undermine the integrity of the bargaining for the successor contract.

**UNILATERAL IMPLEMENTATION** – In *Philadelphia Housing Authority v. Pennsylvania Labor Relations Bd.*, 620 A.2d 594 (Pa. Commw. Ct. 1993), allocatur denied ___ Pa. ___, 637 A.2d 294 (Pa. 1993), the Commonwealth Court held that a public employer can unilaterally implement a contract, provided that (1) the employees have instituted a work stoppage (e.g. a including mediation, fact finding, and mandatory arbitration under Act 88) and (2) the parties are at impasse. However, it is important to note that the law concerning unilateral implementation in Pennsylvania public labor relations is largely unsettled, particularly in the context of public school labor relations. For example, it is PSEA’s position that *Philadelphia Housing Authority* and unilateral implementation do not apply to public school employment because conceptually unilateral implementation defeats the ability of Act 88 to assist reasonable resolution of labor conflict in public schools. Even assuming that *Philadelphia Housing Authority* does apply to public schools, it is PSEA’s position that unilateral implementation cannot be instituted in any school year until a strike after mandatory arbitration in that school year.

**COURT-ORDERED BARGAINING** – The Pennsylvania Supreme Court has acknowledged that the courts have the authority to read both the Public Employee Labor Relations Act (PERA or Act 195) and Act 88 together and in so doing, direct court-monitored bargaining where there has been an exhaustion of Act 88’s impasse procedures, but no mutual agreement. *Ringgold Educ. Ass’n v. Carroll*, 680 A.2d 1137 (Pa. 1996). Ringgold, which construes Act 88, was based upon another decision that interpreted Act 195 and found that section 1003 of Act 195 allows the court to direct court-monitored bargaining. *Armstrong Sch. Dist. v. Armstrong Educ. Ass’n*, 595 A.2d 1139 (Pa. 1991).

**ENJOINING STRIKES** – Section 801 and 802 of the Public Employee Labor Relations Act (PERA or Act 195) provides that employee strikes shall not be enjoined unless they provide a clear and present danger to the health, safety, or welfare of the public. Pennsylvania courts have construed a “clear and present danger” to include situations where there was increased gang activity creating $133,000.00 per day in increased police protection and loss of state subsidies. *Philadelphia Fed’n of Teachers v. Ross*, 301 A.2d 405 (1973); *Bristol Twp. Educ. Ass’n v. School Dist. of Bristol*, 420 A.2d 18 (1980). However, the loss of state subsidies due to a district’s inability to schedule 180 days of instruction, alone, does not constitute a “clear and
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present danger” so as to grant a district’s petition to enjoin a strike. *Jersey Shore Area Sch. Dist. v. Jersey Shore Educ. Ass’n*, 548 A.2d 1201 (Pa. 1988). Note that Act 88 (Article XI-A of the School Code) does give authority to the Secretary of Education to petition the courts to enjoin a strike where there is a risk that 180 days of instruction will not be scheduled.

**SUBCONTRACTING** – In PLRB v. Mars Area Sch. Dist., 389 A.2d 1073 (1978), the Supreme Court held that an employer may not, for economic reasons, unilaterally replace or transfer work out of a bargaining unit. The employer must bargain in good faith with the union before doing so. An employer’s failure to bargain in good faith constitutes an unfair labor practice. This was most recently affirmed again in a Commonwealth Court decision, *Morrisville Educ. Support Personnel Ass’n v. Morrisville Sch. Dist.*, 687 A.2d 5 (Pa. Commw. Ct. 1996), allocatur denied, 700 A.2d. 445 (Pa. 1997), (Dec. 16, 1996).

**LONG-TERM SUBSTITUTES** – The Commonwealth Court has specifically held that where a bargaining unit certification includes the term “teacher,” long-term substitutes were included in such a definition. *Millcreek Sch. Dist. v. Millcreek Educ. Ass’n*, 440 A.2d 673 (Pa. Commw. Ct. 1982). Therefore, agreements will cover long-term substitutes and such agreements can be enforced in their behalf.

**COACHES, EXTRACURRICULAR POSITIONS AND SUPPLEMENTAL CONTRACTS** – In what is commonly referred to as Harbor Creek I, the Pennsylvania Supreme Court has held that where a collective bargaining agreement defines “professional employee” as defined in the School Code, that definition does not include extracurricular positions performed by teachers. *Harbor Creek Sch. Dist. v. Harbor Creek Educ. Ass’n*, 640 A.2d 899 (Pa. 1994). Accordingly, pursuant to Harbor Creek, where agreements pertain to “professional employees” as defined in the School Code, the agreement offers no protection to those serving in supplemental extracurricular capacities.

In another Harbor Creek decision, Harbor Creek II, the Commonwealth Court held that a school district has no duty to bargain with the bargaining unit over the assignment of duties of the athletic director to a non-bargaining unit individual since the supplemental activities of the professional employee were not covered by the collective bargaining agreement. *Harbor Creek Sch. Dist. v. Harbor Creek Educ. Ass’n*, 631 A.2d 1069 (Pa. Commw. Ct. 1993).

PSEA has taken the position that the Harbor Creek decisions must be interpreted narrowly. That is, the Harbor Creek agreement not only defined “professional employee” as defined in the School Code, but specifically stated that extracurricular activities were “non-teaching duties.” Consider further that another decision in this context, *Millcreek Township Sch. Dist. v. Pennsylvania Labor Relations Bd.*, 631 A.2d 734 (Pa. Commw. Ct. 1993), which found that it was an unfair practice as an alteration in the status quo when an employer unilaterally extended a supplemental contract of an extracurricular position for four years. Accordingly, PSEA takes the further position that the issue of whether a particular extracurricular job is or is not in the bargaining unit should depend upon (1) the PLRB certification; (2) the collective bargaining agreement (i.e. how “professional employee” is defined — either in terms of the School Code or PERA/Act 195) and (3) the nature of the position’s duties.

**LEGALITY OF EARLY RETIREMENT INCENTIVES** – Amendments to the Age Discrimination Employment Act, known as the Older Workers Benefit Protection Act, 29 U.S.C. §§ 623 et seq., have called into question the legality of early retirement incentives. It is PSEA’s
conclusion that early retirement incentives that are based on age are more likely discriminatory under the Old Workers Benefit Protection Act and that any local association that negotiates such an incentive into its collective bargaining agreement may be placing itself at risk for liability in a discrimination suit. Accordingly, PSEA strongly recommends that, when bargaining for such incentives, use a flat dollar incentive or base the incentive upon years of service or upon current salary.

**FAMILY AND MEDICAL LEAVE ACT** – On August 5, 1993, the Family and Medical Leave Act went into effect and as such, granted each employee of an employer employing 50 or more employees 12 weeks of unpaid leave with benefits. 29 U.S.C. § 2601 et seq. It has always been PSEA’s position that the benefits afforded by this Act provide only the minimum standards for family or medical leave. That is, more generous leave policies could be bargained. Nonetheless, PSEA has suggested bargaining language for locals who are bargaining that pertain to certain aspects of this law. As one example, the regulations implementing this law allow for employees or employers to substitute paid leave for unpaid FMLA leave. Employer’s incentive in doing so would be so that they can count the paid leave toward the total FMLA entitlement. Accordingly, PSEA has suggested bargaining language that would provide that, while paid leave can be substituted for unpaid FMLA leave, that option is the employees and the employees alone. For further information on bargaining language for FMLA leave, contact PSEA staff.

**EXAMPLES OF UNFAIR LABOR PRACTICES** – Because so many of the unfair labor practices arise from bargaining, the following outline summarizes examples of unfair labor practices that employers can commit under the Public Employee Labor Relations Act (PERA):

1. *Interfering, restraining, or coercing employees in the exercise of the rights guaranteed in Article IV of this Act.*

   **EXAMPLE:** Employer unilaterally excluded a position from the bargaining unit by changing the job title, slightly modifying the duties and increasing the salary. The position continued to include duties that had been performed by the bargaining unit. The PLRB has sole authority to determine the composition of a unit and once the Board has done so, the composition may only be changed by filing a petition for unit clarification. Therefore, the board held that the employer unlawfully usurped the function of the Board and interfered with the rights of the employees when it removed the position from the unit. Beaver County Community College, 21 PPER ¶ 21097 (1990).

2. *Dominating or interfering with the formation, existence, or administration of an employee organization.*

   **EXAMPLE:** County hospital was approached by employees who intended to withdraw from their union. The hospital had the withdrawals typed on its stationary and mailed at its expense in violation of its policy prohibiting use of hospital stationary or stamp meter for private use. Such financial assistance constituted an interference with the administration of the union. County of York, 10 PPER ¶ 10157 (1979).

3. *Discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any employee organization.*
EXAMPLE: Intermediate unit engaged in unlawful discrimination against a substitute teacher. The Intermediate Unit’s declining use of substitute teacher was in retaliation against teacher’s spouse who was a member of the union’s bargaining teams and leader in a recent strike action. Beaver County Intermediate Unit, 21 PPER ¶ 21006 (1989).

TEST: To prove unlawful discrimination under this section, the union must establish the following elements: (1) that the employee engaged in protected activity; (2) that the employer was aware of this activity; and (3) that the discrimination occurred because of this protected activity. [Test established by Supreme Court in St. Joseph’s Hospital v. PLRB, 473 Pa. 101 (1977).]

(4) Discharging or otherwise discriminating against an employee because he has signed or filed an affidavit, petition or complaint or given any information or testimony under this Act.

EXAMPLE: School board adopted policy not to use substitute teachers over age 65 after a retired teacher, who continued to be employed as a substitute testified against the district in a PLRB hearing. School board policy was declared unlawful and in violation of the Act because it was directed at the retired teacher in retaliation for her testimony. William Penn School District, 2 PPER ¶ 170 (1992).

(5) Refusing to bargain collectively in good faith with an employee representative, which is the exclusive representative of employees in an appropriate unit, including but not limited to the discussing of grievances with the exclusive representative.

EXAMPLES:

(1) Wages are a mandatory subject of bargaining. Employer violated the Act when it unilaterally increased the salary of a bargaining unit employee without negotiating with the union. Beaver County Community College, 21 PPER ¶ 21097 (1990).

(2) Subcontracting is a mandatory subject of bargaining. An employer may not, for economic reasons, unilaterally transfer work out of a bargaining unit. The employer must negotiate in good faith with the employee representative regarding subcontracting. Good faith is demonstrated by open mindedness and a serious desire to reach common ground through real compromises over substantive matters and not by self-serving compliance with procedural obligations to negotiate. Lower Dauphin School District, 19 PPER ¶ 19195 (1988).

(6) Refusing to reduce a collective bargaining agreement in writing and sign such agreement.

EXAMPLE: Parties reached a verbal agreement on a collective bargaining agreement. Subsequent to verbal agreement, but prior to signing the written document, several employees filed a decertification petition. Employer then refused to sign the agreement. Employer’s refusal to sign the agreement was violation of the Act because a collective bargaining agreement did in fact exist but required only reduction to writing for execution. California University (Fayette County Head Start), 18 PPER ¶ 18015 (1986).
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(7) Violating any of the rules and regulations established by the board regulating the conduct of representation elections.

EXAMPLE: Union objected to an election result alleging that the school district interfered with the conduct of the election by preparing, duplicating, and distributing the announcement, on district stationary, on behalf of a rival union. The district, however, permitted both unions to use school facilities and the PLRB ruled that no violation occurred. The PLRB will only overturn an election result if there is a flagrant violation of the rights of one of the parties. Woodland Hills School District, 13 PPER ¶ 13298 (1982).

(8) Refusing to comply with the provisions of an arbitration award deemed binding under section 903 of the Public Employee Labor Relations Act.

EXAMPLE: A school district unilaterally extended the length of the workday. A grievance award provided that the school district was obligated to compensate teachers for the additional hours on the days that were extended. The award did not draw a distinction between teachers who actually worked and those who were on sick leave on the days in dispute. The district unlawfully refused to comply with the terms of the award by refusing to compensate absent teachers. The PLRB ordered the district to comply with the award by paying any teacher on sick leave the amount they would have received had they worked on the days in question. Shaler Area School District, 17 PPER ¶ 17003 (1985).

(9) Refusing to comply with the requirements of “meet and discuss.”

EXAMPLE: District eliminated teacher aide positions without providing union opportunity to discuss the issue. Employer’s decision to phase down or eliminate services for valid economic reasons (as opposed to replacement by an alternative service) is a matter of inherent managerial authority. The district, however, is required to meet and discuss the decision to eliminate positions. The district also has an obligation to bargain over the effects of this decision. By not discussing the decision to eliminate positions, the district violated its “meet and discuss” obligation. Harrisburg School District, 13 PPER ¶ 13077 (1982).
This act of July 23, 1970 (P.L. 5563, No. 195), known as the Public Employee Act, is to be read in pari materia (together) with Act 88.

ACT 195

ARTICLE I—PUBLIC POLICY

SECTION 101.

The General Assembly of the Commonwealth of Pennsylvania declares that it is the public policy of this Commonwealth and the purpose of this act to promote orderly and constructive relationships between all public employers and their employee's subject, however, to the paramount right of the citizens of this Commonwealth to keep inviolate the guarantees for their health, safety, and welfare. Unresolved disputes between the public employer and its employees are injurious to the public and the General Assembly is therefore aware that adequate means must be established for minimizing them and providing for their resolution. Within the limitations imposed upon the governmental processes by these rights of the public at large and recognizing that harmonious relationships are required between the public employer and its employees, the General Assembly has determined that the overall policy may best be accomplished by (1) granting to public employee's the right to organize and choose freely their representatives; (2) requiring public employers to negotiate and bargain with employee organizations representing public employees and to enter into written agreements evidencing the result of such bargaining; and (3) establishing procedures to provide for the protection of the rights of the public employee, the public employer, and the public at large.

ARTICLE II — SHORT TITLE

SECTION 201.

This act shall be known and may be cited as the "Public Employee Relations Act."

ARTICLE III — DEFINITIONS

SECTION 301. As used in this act:

(1) "PUBLIC EMPLOYER" means the Commonwealth of Pennsylvania, its political subdivisions including school districts and any officer, board, commission, agency, authority, or other instrumentality thereof, and any nonprofit organization or institution and any charitable, religious, scientific, literary, recreational, health, educational, or welfare institution receiving grants or appropriations from local, State, or Federal governments, but shall not include employers covered or presently subject to coverage under the act of June 1, 1937 (P.L. 1168), as amended, known as the "Pennsylvania Labor Relations Act," the act of July 5, 1935, Public Law 198, 74th Congress, as amended, known as the "National Labor Relations Act."
"PUBLIC EMPLOYEE" or "EMPLOYEE" means any individual employed by a public employer, but shall not include elected officials, appointees of the Governor with the advice and consent of the Senate as required by law, management level employees, confidential employees, clergymen or other persons in a religious profession, employees or personnel at church offices or facilities when utilized primarily for religious purposes and those employees covered under the act of June 24, 1968 (Act No. 111), entitled "An act specifically authorizing collective bargaining between policemen and firemen and their public employers; providing for arbitration in order to settle disputes, and requiring compliance with collective bargaining agreements and findings of arbitrators."

"EMPLOYEE ORGANIZATION" means an organization of any kind, or any agency or employee representation committee or plan in which membership includes public employees, and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, employee-employer disputes, wages, rates of pay, hours of employment, or conditions of work, but shall not include any organization which practices discrimination in membership because of race, color, creed, national origin, or political affiliation.

"REPRESENTATIVE" means any individuals acting for public employers or employees and shall include employee organizations.

"BOARD" means the Pennsylvania Labor Relations Board.

"SUPERVISOR" means any individual having authority in the interests of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees or responsibly to direct them or adjust their grievances; or to a substantial degree effectively recommend such action, if in connection with the foregoing, the exercise of such authority is not merely routine or clerical in nature, but calls for the use of independent judgment.

"PROFESSIONAL EMPLOYEE" means any employee whose work: (i) is predominantly intellectual and varied in character; (ii) requires consistent exercise of discretion and judgment; (iii) requires knowledge of an advanced nature in the field of science or learning customarily acquired by specialized study in an institution of higher learning or its equivalent; and (iv) is of such character that the output or result accomplished cannot be standardized in relation to a given period of time.

"UNFAIR PRACTICE" means any practice prohibited by Article XII of this act.

"STRIKE" means concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.

"PERSON" includes an individual, public employer, public employee, authority, commission, legal representative, labor organization, employee organization, profit or nonprofit corporation, trustee, board, or association.
"MEMBERSHIP DUES DEDUCTION" means the practice of a public employer to deduct from the wages of a public employee, with his written consent, an amount for the payment of his membership dues in an employee organization, which deduction is transmitted by the public employer to the employee organization.

"BUDGET SUBMISSION DATE" means the date by which under the law or practice a public employer’s proposed budget, or budget containing proposed expenditures applicable to such public employer is submitted to the Legislature or other similar body for final action. For the purposes of this act, the budget submission date for the Commonwealth shall be February 1 of each year and for a nonprofit organization of institution, the last day of its fiscal year.

"CONFIDENTIAL EMPLOYEE" shall mean any employee who works: (i) in the personnel offices of a public employer and has access to information subject to use by the public employer in collective bargaining; or (ii) in a close continuing relationship with public officers or representatives associated with collective bargaining on behalf of the employer.

"WAGES" means hourly rates of pay, salaries, or other forms of compensation for services rendered.

"COMMONWEALTH EMPLOYEE" means a public employee employed by the Commonwealth of any board, commission, agency, authority, or any other instrumentality thereof.

"MANAGEMENT LEVEL EMPLOYEE" means any individual who is involved directly in the determination of policy or who responsibly directs the implementation thereof and shall include all employees above the first level of supervision.

"MEET AND DISCUSS" means the obligation of a public employer upon request to meet at reasonable times and discuss recommendations submitted by representatives of public employees: Provided that any decisions or determinations on matters so discussed shall remain with the public employer and be deemed final on any issue or issues raised.

"MAINTENANCE OF MEMBERSHIP" means that all employees who have joined an employee organization or who joins the employee organization in the future must remain members for the duration of a collective bargaining agreement so providing with the proviso that any such employee or employee’s may resign from such employee organization during a period of fifteen days prior to the expiration of any such agreement.

"FIRST LEVEL OF SUPERVISION" and "FIRST LEVEL SUPERVISOR" means the lowest level at which an employee functions as a supervisor.
ARTICLE IV — EMPLOYEE RIGHTS

SECTION 401.

It shall be lawful for public employees to organize, form, join, or assist in employee organizations or to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection or to bargain collectively through representatives of their own free choice and such employees shall also have the right to refrain from any or all such activities, except as may be required pursuant to a maintenance of membership provision in a collective bargaining agreement.

ARTICLE V — PENNSYLVANIA LABOR RELATIONS BOARD

SECTION 501.

The Board shall exercise those powers and perform those duties that are specifically provided for in this act. These powers and duties shall be in addition to and exercised completely independent of any powers and duties specifically granted to it by other statutory enactments.

SECTION 502.

The Board shall have authority from time to time to make, amend, and rescind such rules and regulations as may be necessary to carry out the provisions of this act. Such rules and regulations shall be effective upon publication in the manner that the Board shall prescribe.

SECTION 503.

The Board shall establish, after consulting representatives of employee organizations and of public employers, panels of qualified persons broadly representative of the public to be available to serve as members of fact finding boards.

ARTICLE VI — REPRESENTATION

SECTION 601.

Public employers may select representatives to act in their interest in any collective bargaining with representatives of public employees.

SECTION 602.

(a) A public employer may recognize employee representatives for collective bargaining purposes, provided the parties jointly request certification by the board which shall issue such certification if it finds the unit appropriate.

(b) Any employee representatives in existence on January 1, 1970, shall so continue without the requirement of an election and certification until such time as a question concerning representation is appropriately raised under this act; or until the board would find the unit not to be appropriate after challenge by the public employer, a member of the unit or an employee organization. The appropriateness of the unit shall not be challenged until the
expiration of any collective bargaining agreement in effect on the date of the passage of this act.

SECTION 603.

(a) A public employee, a group of public employees or an employee organization may notify the public employer that thirty percent or more of the public employees in an appropriate unit desire to be exclusively represented for collective bargaining purposes by a designated representative and request the public employer to consent to an election.

(b) If the public employer consents, the public employee, group of public employees or employee organization, whichever applicable, may submit in a form and manner established by the board an election request. Such request shall include a description of the unit deemed to be appropriate, the basis upon which it was determined that thirty percent or more of the employee’s desire to be represented and a joinder by the public employer. The board may on the basis of the submissions order an election to be held or it may at its discretion investigate or conduct hearings to determine the validity of the matters contained in such submissions before determining whether or not an order should issue.

(c) If a public employer refuses to consent to an election, the party making the request may file a petition with the board alleging that thirty percent or more of the public employees in an appropriate unit wish to be exclusively represented for collective bargaining purposes by a designated representative. The board shall send a copy of the petition to the public employer and provide for an appropriate hearing upon due notice. If it deems the allegations in the petition to be valid and the unit to be appropriate, it shall order an election. If it finds to the contrary, it may dismiss the petition or permit its amendment in accordance with procedures established by the board.

(d) If a public employer receives notification that thirty percent or more of the public employees desire to be exclusively represented for collective bargaining purposes by a designated representative and the party giving notice does not thereafter seek an election the public employer may file a petition for the same with the board. The board shall then follow the procedures as established for petitions filed under subsection (c) of this section.

SECTION 604.

The board shall determine the appropriateness of a unit that shall be the public employer unit or a subdivision thereof. In determining the appropriateness of the unit, the board shall:

(1) Take into consideration but shall not be limited to the following: (i) public employees must have an identifiable community of interest, and (ii) the effects the effects of over-fragmentation.

(2) Not decide that any unit is appropriate if such unit includes both professional and nonprofessional employees, unless a majority of such professional employees vote for inclusion in such unit.
(3) Not permit guards at prisons and mental hospitals, employees directly involved with and necessary to the functioning of the courts of this Commonwealth, or any individual employed as a guard to enforce against employees and other persons, rules to protect property of the employer or to protect the safety of persons on the employer’s premises to be included in any unit with other public employees, each may form separate homogenous employee organizations with the proviso that organizations of the latter designated employee group may not be affiliated with any other organization representing or including as members, persons outside of the organization’s classification.

(4) Take into consideration that when the Commonwealth is the employer, it will be bargaining on a statewide basis unless issues involve working conditions peculiar to a given governmental employment locale. This section, however, shall not be deemed to prohibit multi-unit bargaining.

(5) Not permit employees at the first level of supervision to be included with any other units of public employees but shall permit them to form their own separate homogenous units. In determining supervisory status, the board may take into consideration the extent to which supervisory and non-supervisory functions are performed.

SECTION 605.

Representation elections shall be conducted by secret ballot at such times and places selected by the board subject to the following:

(1) The board shall give no less than ten days notice of the time and place of such election.

(2) The board shall establish rules and regulations concerning the conduct of any election including but not limited to regulations that would guarantee the secrecy of the ballot.

(3) A representative may not be certified unless it receives a majority of the valid ballots cast.

(4) The board shall include on the ballot a choice of "no representative."

(5) In an election where none of the choices on the ballot receives a majority, a run-off election shall be conducted, the ballot providing for a selection between the two choices or parties receiving the highest and second highest number of ballots cast in the election.

(6) The board shall certify the results of said election within five working days after the final tally of votes if no charge is filed by any person alleging that an "unfair practice "existed in connection with said election. If the board has reason to believe that such allegations are valid, it shall set a time for hearing on the matter after due notice. Any such hearing shall be conducted within two weeks of the date of receipt of such charge. If the board determines that the outcome of the election was affected by the "unfair practice" charged or for any other "unfair practice" it may deem existed, it shall require corrective action and order a new election. If the board determines that no unfair practice existed or if it existed, did not affect the outcome of the election, it shall immediately certify the election results.

(7) No election shall be conducted pursuant to this section in any appropriate bargaining unit within which in the preceding twelve-month period an election shall have been held nor during the term of any lawful collective bargaining agreement between a public employer and an employee representative. This restriction shall not apply to that period of time covered by any collective bargaining agreement that exceeds three years. For the purposes of this section, extensions of agreements shall not affect the expiration date of the original agreement.
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(ii) Petitions for elections may be filed with the board not sooner than ninety days nor later than sixty days before the expiration date of any collective bargaining agreement or after the expiration date until such time as a new written agreement has been entered into. For the purposes of this section, extensions of agreements shall not affect the expiration date of the original agreement.

SECTION 606.

Representative selected by public employees in a unit appropriate for collective bargaining purposes shall be the exclusive representative of all the employees in such unit to bargain on wages, hours, terms and conditions of employment: Provided, that any individual employee or a group of employees shall have the right at any time to present grievances to their employer and to have them adjusted without the intervention of the bargaining representative as long as the adjustment is not inconsistent with the terms of a collective bargaining contract then in effect: And, provided further, that the bargaining representative has been given an opportunity to be present at such adjustment.

SECTION 607.

If there is a duly certified representative: (i) a public employee or a group of public employees may file a petition for de-certification provided it is supported by thirty percent showing of interest, or (ii) a public employer alleging a good faith doubt of the majority status of said representative may file a petition in accordance with the rules and regulations established by the board, subject to the provisions of clause (7) of section 605.

ARTICLE VII — SCOPE OF BARGAINING

SECTION 701.

Collective bargaining is the performance of the mutual obligation of the public employer and the representative of the public employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement or any question arising there under and the execution of a written contract incorporating any agreement reached but such obligation does not compel either party to agree to a proposal or require the making of a concession.

SECTION 702.

Public employers shall not be required to bargain over matters of inherent managerial policy, which shall include but shall not be limited to such areas of discretion or policy as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel. Public employers, however, shall be required to meet and discuss on policy matters affecting wages, hours, and terms and conditions of employment as well as the impact thereon upon request by public employee representatives.

SECTION 703.
The parties to the collective bargaining process shall not effect or implement a provision in a collective bargaining agreement if the implementation of that provision would be in violation of, or inconsistent with, or in conflict with any statute or statutes enacted by the General Assembly of the Commonwealth of Pennsylvania or the provisions of municipal home rule charters.

SECTION 704.

Public employers shall not be required to bargain with units of first level supervisors or their representatives but shall be required to meet and discuss with first level supervisors or their representatives, on matters deemed to be bargainable for other public employees covered by this act.

SECTION 705.

Membership dues, deductions, and maintenance of membership are proper subjects of bargaining with the proviso that as to the latter, the payment of dues and assessments while members may be the only requisite employment condition.

SECTION 706.

Nothing contained in this act shall impair the employer's right to hire employees or to discharge employees for just cause consistent with existing legislation.

ARTICLE VIII — COLLECTIVE BARGAINING IMPASSE

SECTION 801.

If after a reasonable period of negotiation, a dispute or impasse exists between the representatives of the public employer and the public employees, the parties may voluntarily submit to mediation, but if no agreement is reached between the parties within twenty-one days after negotiations have commenced, but in no event later than one hundred fifty days prior to the "budget submission date," and mediation has not been utilized by the parties, both parties shall immediately, in writing, call in the service of the Pennsylvania Bureau of Mediation.

SECTION 802.

Once mediation has commenced, it shall continue for so long as the parties have not reached an agreement. If, however, an agreement has not been reached within twenty days after mediation has commenced or in no event later than one hundred thirty days prior to the "budget submission date," the Bureau of Mediation shall notify the board of this fact. Upon receiving such notice, the board may in its discretion appoint a fact finding panel which may consist of either one or three members. If a panel is so designated or selected, it shall hold hearings and take oral or written testimony and shall have subpoena power. If during this time the parties have not reached an agreement, the panel shall make findings of fact and recommendations:

(1) The findings of fact and recommendations shall be sent by registered mail to the board and to both parties not more than forty days after the Bureau of Mediation has notified the board as provided in the preceding paragraph.

(2) Not more than ten days after the findings and recommendations shall have been sent, the parties shall notify the board and each other whether or not they accept the
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recommendations of the fact finding panel and if they do not, the panel shall publicize its findings of fact and recommendations.

(3) Not less than five days nor more than ten days after the publication of the findings of fact and recommendations, the parties shall again inform the board and each other whether or not they will accept the recommendations of the fact finding panel.

(4) The Commonwealth shall pay one-half the cost of the fact finding panel; the remaining one-half of the cost shall be divided equally between the parties. The board shall establish rules and regulations under which panels shall operate, including but not limited to, compensation for panel members.

SECTION 803.

If the representatives of either or both the public employees and the public employer refuse to submit to the procedures set forth in section 801 and 802 of this article, such refusal shall be deemed a refusal to bargain in good faith and unfair practice charges may be filed by the submitting party or the board may, on its own, issue an unfair practice complaint and conduct such hearings and issue such orders as provided for in Article XIII.

SECTION 804.

Nothing in this article shall prevent the parties from submitting impasses to voluntary binding arbitration with the proviso the decisions of the arbitrator that would require legislative enactment to be effective shall be considered advisory only.

SECTION 805.

Notwithstanding any other provisions of this act where representatives of units of guards at prisons or mental hospitals or units of employees directly involved with and necessary to the functioning of the courts of this Commonwealth have reached an impasse in collective bargaining and mediation as required in section 801 of this article has not resolved the dispute, the impasse shall be submitted to a panel of arbitrators whose decision shall be final and binding upon both parties with the proviso that the decisions of the arbitrators which would require legislative enactment to be effective shall be considered advisory only.

SECTION 806.

Panels of arbitrators for bargaining units referred to in section 805 of this article shall be selected in the following manner:

(1) Each party shall select one member of the panel, the two so selected, shall choose the third member.

(2) If the members so selected are unable to agree upon the third member within ten days from the date of their selection, the board shall submit the names of seven persons each party shall alternately strike one name until one shall remain. The public employer shall strike the first name. The person so remaining shall be the third member and chairman.

SECTION 807.

The costs of the arbitrators selected under the provisions of section 806 shall be paid by the Commonwealth under rules and regulations established by the board.
ARTICLE IX — COLLECTIVE BARGAINING AGREEMENT

SECTION 901.

Once an agreement is reached between the representatives of the public employees and the public employer, the agreement shall be reduced to writing and signed by the parties. Any provisions of the contract requiring legislative action will only be effective if such legislation is enacted.

SECTION 902.

If the provisions of the constitution or by laws of an employee organization requires ratification of a collective bargaining agreement by its membership, only those members who belong to the bargaining unit involved shall be entitled to vote on such ratification notwithstanding such provisions.

SECTION 903.

Arbitration of disputes of grievances arising out of the interpretation of the provisions of a collective bargaining agreement is mandatory. The procedure to be adopted is a proper subject of bargaining with the proviso that a final step shall provide for a binding decision by an arbitrator or a tri-partite board of arbitrators as the parties may agree. Any decisions of the arbitrator or arbitrators requiring legislation will only be effective if such legislation is enacted.

(1) If the parties cannot voluntarily agree upon the selection of an arbitrator, the parties shall notify the Bureau of Mediation of their inability to do so. The Bureau of Mediation shall then submit to the parties the names of seven arbitrators. Each party shall alternately strike a name until one name remains. The public employer shall strike the first name. The person remaining shall be the arbitrator.

(2) The costs of arbitration shall be shared equally by the parties. Fees paid to arbitrators shall be based on a schedule established by the Bureau of Mediation.

SECTION 904.

Any provision of any collective bargaining agreement in existence on January 1, 1970 that is inconsistent with any provision of this act but not otherwise illegal shall continue valid until the expiration of such contract.

The parties to such agreements may continue voluntarily to bargain on any such items after the expiration date of any such agreement and for so long as these items remain in any future agreement.
ARTICLE X — STRIKES

SECTION 1001.

Strikes by guards at prisons or mental hospitals, or employees directly involved with and necessary to the functioning of the courts of this Commonwealth are prohibited at any time. If a strike occurs, the public employer shall forthwith initiate in the court of common pleas of the jurisdiction where the strike occurs, an action for appropriate equitable relief including but not limited to injunction. If the strike involved Commonwealth employees, the chief legal officer of the public employer or the Attorney General where required by law shall institute an action for equitable relief, either in the court of common pleas of the jurisdiction where the strike has occurred or the Commonwealth Court.

SECTION 1002.

Strikes by public employees during the pendency of collective bargaining procedures set forth in sections 801 and 802 of Article VIII are prohibited. In the event of a strike during this period the public employer shall forthwith initiate an action for the same relief and utilizing the same procedures required for prohibited strikes under section 1001.

SECTION 1003.

If a strike by public employees occurs after the collective bargaining processes set forth in sections 801 and 802 of Article VIII of this act have been completely utilized and exhausted, it shall not be prohibited unless or until such a strike creates a clear and present danger or threat to the health, safety or welfare of the public. In such cases the public employer shall initiate, in the court of common pleas of the jurisdiction where such strike occurs, an action for equitable relief including but not limited to appropriate injunctions and shall be entitled to such relief if the court finds that the strike creates a clear and present danger or threat to the health, safety, or welfare of the public. If the strike involves Commonwealth employees, the chief legal officer of the public employer or the Attorney General where required by law shall institute an action for equitable relief in the court of common pleas of the jurisdiction where the strike has occurred or the Commonwealth Court. Prior to the filing of any complaint in equity under the provisions of this section, the moving party shall serve upon the defendant a copy of said complaint as provided for in the Pennsylvania Rules of Civil Procedure applicable to such actions. Hearings shall be required before relief is granted under this section and notices of the same shall be served in the manner required for the original process with a duty imposed upon the court to hold such hearings forthwith.

SECTION 1004.

An unfair practice by a public employer shall not be a defense to a prohibited strike. Unfair practices by the employer during the collective bargaining processes shall receive priority by the board as set forth in Article XIV.
SECTION 1005.

If a public employee refuses to comply with a lawful order of a court of competent jurisdiction issued for a violation of any of the provisions of this article, the public employer shall initiate an action for contempt and if the public employee is adjudged guilty of such contempt, he shall be subject to suspension, demotion or discharge at the discretion of the public employer, provided the public employer has not exercised that discretion in violation of clauses (1), (2), (3), and (4) of subsection (a) of section 1201, Article XII.

SECTION 1006.

No public employee shall be entitled to pay or compensation from the public employer for the period engaged in any strike.

SECTION 1007.

In the event any public employee refuses to obey an order issued by a court of competent jurisdiction for a violation of the provisions of this article, the punishment for such contempt may be by fine or by imprisonment in the prison of the county where the court is sitting or both in the discretion of the court.

SECTION 1008.

Where an employee organization willfully disobeys a lawful order of a court of competent jurisdiction issued for a violation of the provisions of this article, the punishment for each day that such contempt persists may be by a fine fixed in the discretion of the court.

SECTION 1009.

In fixing the amount of the fine or imprisonment for contempt, the court shall consider all the facts and circumstances directly related to the contempt including but not limited to: (i) any unfair practices committed by the public employer during the collective bargaining processes; (ii) the extent of the willful defiance or resistance to the court’s order, (iii) the impact of the strike on the health, safety, or welfare of the public, and (iv) the ability of the employee organization or the employee to pay the fine imposed.

SECTION 1010.

Nothing in this article shall prevent the parties from voluntarily requesting the court for a diminution or suspension of any fines or penalties imposed. Any requests by employee representatives for such participation by the public employer shall be subject to the requirements of "meet and discuss."
ARTICLE XI — PICKETING

SECTION 1101.

Public employees other than those engaged in a non-prohibited strike, who refuse to cross a picket line shall be deemed to be engaged in a prohibited strike and shall be subject to the terms and conditions of Article X pertaining to prohibited strikes.

ARTICLE XII — UNFAIR PRACTICES

SECTION 1201.

(a) Public employers, their agents or representatives are prohibited from:

(1) Interfering, restraining or coercing employees in the exercise of the rights guaranteed in Article IV of this act.
(2) Dominating or interfering with the formation, existence or administration of any employee organization.
(3) Discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any employee organization.
(4) Discharging or otherwise discriminating against an employee because he has signed or filed an affidavit, petition or complaint or given any information or testimony under this act.
(5) Refusing to bargain collectively in good faith with an employee representative that is the exclusive representative of employees in an appropriate unit, including but not limited to the discussing of grievances with the exclusive representative.
(6) Refusing to reduce a collective bargaining agreement to writing and sign such agreement.
(7) Violating any of the rules and regulations established by the board regulating the conduct of representation elections.
(8) Refusing to comply with the provisions of an arbitration award deemed binding under section 903 of Article IX.
(9) Refusing to comply with requirements of "meet and discuss."

(a) Employee organizations, their agents, or representatives, or public employees are prohibited from:

(1) Restraining or coercing employees in the exercise of the rights guaranteed in Article IV of this act.
(2) Restraining or coercing a public employer in the selection of his representative for the purposes of collective bargaining or the adjustment of grievances.
(3) Refusing to bargain collectively in good faith with a public employer, if they have been designated in accordance with the provisions of this act as the exclusive representative of employees in an appropriate unit.
(4) Violating any of the rules and regulations established by the board regulating the conduct of representation elections.
(5) Refusing to reduce a collective bargaining agreement to writing and sign such agreement.
(6) Calling, instituting, maintaining or conducting a strike or boycott against any public employer or picketing any place of business of a public employer on account of any jurisdictional controversy.

(7) Engaging in, or inducing or encouraging any individual employer by any person to engage in a strike or refusal to handle goods or perform services; or threatening, coercing or restraining any person where an object thereof is (i) force or require any public employer to cease dealing or doing business with any other person or (ii) force or require a public employer to recognize for representation purposes an employee organization not certified by the board.

(8) Refusing to comply with the provisions of an arbitration award deemed binding under section 903 of Article IX.

(9) Refusing to comply with the requirements of "meet and discuss."

ARTICLE XIII — PREVENTION OF UNFAIR PRACTICES

SECTION 1301.

The board is empowered, as hereinafter provided, to prevent any person from engaging in any unfair practice listed in Article XII of this act. This power shall be exclusive and shall not be affected by any other means of adjustment or prevention that have been or may be established by agreement, law, or otherwise.

SECTION 1302.

Whenever it is charged by any interested party that any person has engaged in or is engaging in any such unfair practice, the board, or any member or designated agent thereof, shall have authority to issue and cause to be served upon such person a complaint, stating the charges in that respect, and containing a notice of hearing before the board, or any member or designated agent thereof, at a place therein fixed not less than five days after the serving of said complaint. Any such complaint may be amended by the board, member or agent conducting the hearing at any time prior to the issuance of an order based thereon. The person so complained of shall have the right to file an answer to the original or amended complaint and to appear in person or otherwise to give testimony at the place and time set in the complaint. In the discretion of a member or agent conducting the hearing or of the board, any other person may be allowed to intervene in the said proceeding and to present testimony. In any such proceeding, the rules of evidence prevailing in courts of law or equity shall be followed but shall not be controlling.

SECTION 1303.

Testimony shall be taken at the hearing and filed with the board. The board upon notice may take further testimony or hear argument. If, upon all the testimony taken, the board shall determine that any person named in the complaint has engaged in or is engaging in any such unfair practice, the board shall state its finding of fact, and issue and cause to be served on such person an order requiring such person to cease and desist from such unfair practice, and to take such reasonable affirmative action, including reinstatement of employers, discharged in violation of Article XII of this act, with or without back pay, as will effectuate the policies of this act. Such order may further require such person to make reasonable reports, from time to time, showing the extent to which the order has been complied with. If, upon all the testimony, the board shall be of the opinion that the person or persons named in the complaint has not engaged
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in or is not engaging in any such unfair practice, then the board shall make its findings of fact and shall issue an order dismissing the complaint. A copy of such findings of fact, conclusions of law, and order shall be mailed to all parties to the proceedings.

SECTION 1304.

Until a transcript of the record in a case shall have been filed in a court as hereinafter provided, the board may at any time upon reasonable notice, and in such manner as it shall deem proper, modify or set aside, in whole or in part, any finding or order made or issued by it: Provided, that any agreement made between an employer and a bona fide employee organization, and all provisions thereof, shall be entitled to full force and effect unless the board specifically finds that these provisions involve the commission of an unfair practice within the meaning of Article XII of this act.

SECTION 1305.

The proceedings before the board or before any of its examiners shall be conducted with speed and dispatch. No findings shall be made on the basis of evidence relating to acts that occurred prior to the original passage of this act.

SECTION 1306.

All cases in which complaints are actually issued by the board, shall be prosecuted before the board or its examiner or both by the representatives of the employee organization or party filing the charge, and, in addition thereto or in lieu thereof if the Department of Justice sees fit, by a deputy attorney general especially assigned to this type of case. No examiner shall have any other position with the government of this State or of the United States or with the Pennsylvania Labor Relations Board while in the employ of the board.

ARTICLE XIV — UNFAIR PRACTICES DURING ARTICLE VIII PROCEDURES

SECTION 1401.

Notwithstanding any of the provisions of Article XIII, the board upon the filing of a charge alleging the commission of an unfair labor practice committed during, or arising out of the collective bargaining procedures set forth in sections 801 and 802 of Article VIII of this act, shall be empowered to petition the court of competent jurisdiction for appropriate relief or restraining order.

Upon filing of any such petition the board shall cause notice thereof to be served upon such person and thereupon the court shall have jurisdiction to grant to the board such temporary relief or restraining order as it deems just and proper.

ARTICLE XV — JUDICIAL REVIEW

SECTION 1501.

The board shall except where an employee of the Commonwealth is involved have power to petition the court of common pleas of any county wherein the unfair practice in question
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occurred, or wherein any person charged with the commission of any unfair practice resides or transacts business, for the enforcement of such order and for appropriate temporary relief or restraining order, and shall certify and file in the court a transcript of the entire record in the proceeding, including the pleadings and testimony upon which such order was entered and the findings and order of the board. In the instance of the exception involving the said Commonwealth employees, the board shall file its petition in the Commonwealth Court. Upon such filing, the court shall cause notice thereof to be served upon such person, and thereupon shall have jurisdiction of the proceeding and of the question determined therein, and shall have power to grant such temporary relief, restraining or mandamus order as it deems just and proper or requisite to effectuate the policies of this act and to make and enter upon the pleadings, testimony, and proceedings set forth in such transcript a decree enforcing, modifying and enforcing as so modified, or setting aside, in whole or in part the order of the board. The parties before the court shall be the board, the person charged with the commission of any unfair labor practice, and may include the charging party. No objection that has not been urged before the board, its members or agents shall be considered by the court unless the failure or neglect to urge such objection shall be excused because of extraordinary circumstances. The findings of the board as to the facts, if supported by substantial and legally credible evidence, and shall show to the satisfaction of the court, that such additional evidence is material, and that there were reasonable grounds for the failure to adduce such evidence at the hearing before the board, its members or agent, the court may order such additional evidence to be taken before the board, its members or agent, and to be made part of the transcript. The board may modify its findings as to the facts or make new findings by reason of additional evidence so taken and filed, and it shall file such modified or new findings which, if supported by substantial and legally credible evidence, shall be conclusive, and shall file its recommendations, if any, for the modification or setting aside of its original order. The jurisdiction of the court of common pleas, or the Commonwealth Court, as the case may be, shall be exclusive within the limits of its jurisdiction, and its judgment and decree shall be final, except that the same shall be subject to review by the Supreme Court on appeal by the board or any party in interest, irrespective of the nature of the decree or judgment or the amount involved. Such appeal shall be taken within a period of thirty days from the date of court's order and otherwise prosecuted in the same manner and form and with the same effect as is provided in other cases of appeal to the Supreme Court, and the record so certified shall contain all that was before the court of common pleas or the Commonwealth Court, as the case may be.

SECTION 1502.

Any person aggrieved by a final order of the board granting or denying, in whole or in part, the relief sought in any unfair practice case, or by an order certifying or refusing to certify a collective bargaining agent of employees in any representation case, may obtain a review of such order in the court of common pleas of any county where the unfair practice in question was alleged to have been engaged in, or wherein such person or employer in a representation case resides or transacts business, or in the instance of Commonwealth employees in the Commonwealth Court, as the case may be, by filing in such court, within thirty days after the final order has been issued by the board, a written petition praying that the order of the board be modified or set aside. A copy of such petition shall be forthwith served upon the board, and the board shall file in the court a transcript of the entire record in the proceeding certified by the board including the pleadings and testimony and order of the board. Upon such filing, the court shall proceed in the same manner as in the case of an application by the board under section 1501, and shall have the same exclusive jurisdiction to grant to the board such temporary relief,
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restraining or mandamus order as it deems just and proper or requisite to effectuate the policies of this act, and in like manner to make and enter a decree enforcing, modifying, and enforcing as so modified, or setting aside, in whole or in part the order of the board, and findings of the board as to the facts, if supported by substantial and legally credible evidence, shall in like manner be conclusive. The parties before the court shall be any person aggrieved by an order of the board as aforesaid, and the board and any other party to the board proceeding. The jurisdiction of the court of common pleas, or the Commonwealth Court, as the case may be, shall be exclusive within the limits of its jurisdiction, and its judgment and decree shall be final, except that the same shall be subject to review of the Supreme Court on appeal by the person aggrieved or the board, irrespective of the nature of the decree or judgment or the amount involved. Such appeal shall be taken within thirty days of the date of the court’s order and otherwise prosecuted in the same manner and form and with same effect, as is provided in other cases of appeal to the Supreme Court, and the record so certified shall contain all that was before the court of common pleas or the Commonwealth Court as the case may be.

SECTION 1503.

The commencement of proceedings under sections 1501 and 1502 of this article shall not, unless specifically ordered by the court, operate as a stay of the board’s order.

SECTION 1504.

When granting appropriate temporary relief, a restraining or mandamus order or making and entering a decree enforcing, modifying, or enforcing as so modified, or setting aside, in whole or in part, an order of the board, as provided in this section, the jurisdiction of courts sitting in equity shall not be limited by acts pertaining to equity jurisdiction of the courts. The act of June 2, 1937 (P.L. 1198), known as the "Labor-Anti-Injunction Act," shall not be applicable to orders of the board, or to court orders enforcing orders of the board, or any provision of this act, or to violations of any order of the board or of court orders enforcing order of the board or any provisions of this act.

SECTION 1505.

Petitions filed under this act shall be heard expeditiously and, if possible, within ten days after they have been docketed. No petitions or charges involving questions arising under clause (2) of subsection (a) of section 1201 of Article XII shall relieve the board of determining any questions arising under sections 603, 604, and 605 of Article VI immediately, and in their regular and normal order, and the making of a certification thereon if such is warranted. No petition or charge shall be entertained which relates to acts that occurred or statements that were made more than four months prior to the filing of the petition or charge.

ARTICLE XVI — INVESTIGATORY POWERS

SECTION 1601.

For the purpose of all hearings and investigations which, in the opinion of the board, are necessary and proper for the exercise of the powers vested in it by Article VI and Article XIII, and for the purpose of investigating and considering disputes other than a question concerning the representation of employees which it shall be the duty of the board to undertake whenever
petitioned to do so by either an employee organization, an employer, or the representative of any unit of employees, the board shall have the investigatory powers granted in this article.

SECTION 1602.

The board or its duly authorized agents shall at all reasonable times have access to, for the purpose of examination and the right to copy, any evidence of any person being investigated or proceeded against that relates to any matter under investigation or in question. Any member of the board shall have the power to issue subpoenas requiring the attendance and testimony of witnesses and the production of any evidence that relates to any matter under investigation or in question before the board, its members or agent conducting the hearing or investigation. Such subpoenas shall be issued as a matter of right upon the request of either party at any time during the pendency of a proceeding. Any member of the board, or any agent designated by the board for such purposes, may administer oaths and affirmations, examine witnesses, and receive evidence.

SECTION 1603.

If any witness resides outside of the Commonwealth or through illness or other cause is unable to testify before the board or its members or agent conducting the hearing or investigation, his or her testimony of deposition may be taken within or without this Commonwealth, in such manner and in such forms as the board or its members or agent conducting the hearing, may by special or general rule prescribe.

SECTION 1604.

In case of contempt or refusal to obey a subpoena issued to any person except to any person representing the Commonwealth as an employer when jurisdiction will be in the Commonwealth Court, the court of common pleas of any county within the jurisdiction of which the inquiry is carried on or within the jurisdiction of which said person guilty of contempt or refusal to obey is found or resides or transacts business, upon application by the board shall have jurisdiction to issue to such person an order requiring such person to appear before the board, its members or agent, there to produce evidence if so ordered, or there to give testimony touching the matter under investigation or in question, and any failure to obey such order of the courts may be punished by said court as a contempt thereof.

SECTION 1605.

No person shall be excused from attending and testifying or from producing books, records, correspondence, documents or other evidence in obedience to the subpoena of the board on the ground that the testimony or evidence required of him may tend to incriminate him or subject him to a penalty or forfeiture, but no individual shall be prosecuted or subjected to any penalty or forfeiture for, or on account of, any transaction, matter of thing concerning which he is compelled, after having claimed his privilege against self-incrimination, to testify or produce evidence, except that such individual so testifying shall not be exempt from prosecution and punishment for perjury committed in so testifying.
SECTION 1606.

Complaints, orders and other process and papers of the board, its members or agent may be served, either personally or by registered mail or by telegraph or by leaving a copy thereof at the principal office or place of business of the person required to be served. The verified return by the individual so serving the same, setting forth the manner of such service, shall be proof of the same and the return post office receipt or telegraph receipt therefore when registered and mailed or telegraphed as aforesaid, shall be proof of service of the same. Witnesses summoned before the board, its members or agent shall be paid the same fees and mileage that are paid witnesses in the courts of this Commonwealth, and witnesses whose depositions are taken and the person taking the same shall severally be entitled to the same fees as are paid for like services in the courts of this Commonwealth.

SECTION 1607.

All process of any court to which application may be made under this act may be served in the county wherein the defendant or other person required to be served resides or may be found.

ARTICLE XVII — EMPLOYEE ORGANIZATIONS

SECTION 1701.

No employee organization shall make any contribution out of the funds of the employee organization either directly or indirectly to any political party or organization or in support of any political candidate for public office.

The board shall establish such rules and regulations as it may find necessary to prevent the circumvention or evasion of the provisions of this section.

If an employee organization has made contributions in violation of this section it shall file with the board a report of affidavit evidencing such contributions within ninety days of the end of its fiscal year. Such report of affidavits shall be signed by its president and treasurer or corresponding principals.

Any employee organization that violates the provisions of this section or fails to file any required report or affidavit or files a false report or affidavit shall be subject to a fine of not more than two thousand dollars ($2,000).

Any person who willfully violates this section, or who makes a false statement knowing it to be false, or who knowingly fails to disclose a material fact shall be fined not more than one thousand dollars ($1,000) or imprisoned for not more than thirty days or both. Each individual required to sign affidavits or reports under this section shall be personally responsible for filing such report or affidavit and for any statement contained therein he knows to be false.

Nothing herein shall be deemed to prohibit voluntary contributions by individuals to political parties or candidates.
ARTICLE XVIII — CONFLICT OF INTEREST

SECTION 1801.

(a) No person who is a member of the same local, state, national, or international organization as the employee organization with which the public employer is bargaining or who has an interest in the outcome of such bargaining which interest is in conflict with the interest of the public employer, shall participate on behalf of the public employer in the collective bargaining processes with the proviso that such person may, where entitled, vote on the ratification of an agreement.

(b) Any person who violates subsection (a) of this section shall be immediately removed by the public employer from his role, if any, in the collective bargaining negotiations or in any matter in connection with such negotiations.

ARTICLE XIX — PENALTIES

SECTION 1901.

Any person who shall willfully resist, prevent, impede, or interfere with any member of the board, or any of its agents in the performance of duties pursuant to this act, shall be guilty of a misdemeanor, and, upon conviction thereof, shall be sentenced to pay a fine of not more than five thousand dollars ($5,000), or by imprisonment for not more than one year, or both.

ARTICLE XX — SAVINGS PROVISIONS

SECTION 2001.

The rights granted to certain public employees by the following acts or parts thereof shall not be repealed or diminished by this act:

(1) Section 24 of the act of August 14, 1963 (P.L. 984), known as the "Metropolitan Transportation Authorities Act of 1963."

(2) The act of November 27, 1967 (P.L. 628), entitled "An act protecting the rights of employees of existing transportation systems which are acquired by cities of the third class or any authority thereof of certain joint authorities; requiring cities of the third class or any authority thereof or any such joint authority to enter into contracts with labor organizations acting for such employees, and providing for arbitration in case of disputes."

(3) Section 13.2 of the act of April 6, 1956 (P.L. 1414), known as the "Second Class County Port Authority Act."

SECTION 2002.

This act shall not be construed to repeal the act of June 24, 1968 (Act No. 111), entitled "An act specifically authorizing collective bargaining between policemen and firemen and their public employers; providing for arbitration in order to settle disputes, and requiring compliance with collective bargaining agreements and findings of arbitrators."
SECTION 2003.

Present provisions of an ordinance of the City of Philadelphia approved April 4, 1961, entitled "An Ordinance to authorize the Mayor to enter into an agreement with District Council 33, American Federation of State, County and Municipal Employees, AFL-CIO, Philadelphia and vicinity regarding its representation of certain City Employees," which are inconsistent with the provisions of this act shall remain in full force and effect so long as the present provisions of that ordinance are valid and operative.

ARTICLE XXI — SEPARABILITY

SECTION 2101.

If any clause, sentence, paragraph or part of this act, or the application thereof to any person or circumstances, shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid such judgment shall not affect, impair or invalidate the remainder of this act and the application of such provision to other persons or circumstances, but shall be confined in its operation to the clause, sentence, paragraph, or part thereof, directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved. It is hereby declared to be the legislative intent that this act would have been adopted had such invalid provisions not been included.

ARTICLE XXII — REPEALS

SECTION 2201.

The act of June 30, 1947 (P.L. 1183), entitled "An act relating to strikes by public employees; prohibiting such strikes; providing for reinstatement under certain conditions; providing for a grievance procedure; and providing for hearings before civil service and tenure authorities, and in certain cases before the Pennsylvania Labor Relations Board," is hereby repealed as to those public employees covered by the provisions of this act, and any penalties or other limitations currently in force or presently pending against any public employees, shall be deemed null and void.
ARTICLE XXIII — EFFECTIVE DATE

SECTION 2301.

This act shall take effect in ninety days, except that the provisions of Article V and the amnesty provisions of the repealer shall take effect immediately.

APPROVED The 23rd day of July, A.D. 1970.
RAYMOND P. SHAFER

The foregoing is a true and correct copy of the Act of the General Assembly No. 195.

Secretary of the Commonwealth.

Reprinted by the Pennsylvania State Education Association

ACT 88

Amending the act of March 10, 1949 (P.L.30, No. 14), entitled "An act relating to the public school system, including certain provisions applicable as well to private and parochial schools; amending, revising, consolidating and changing the laws relating thereto," providing for collective bargaining; further providing for payments on account of transportation of nonpublic school pupils and for reimbursement on leases and debt; granting pupils the right to refuse to dissect, vivisect or otherwise harm or destroy animals; and making a repeal.

The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

SECTION 1.

The act of March 10, 1949 (P.L. 30, No. 14), known as the Public School Code of 1949, is amended by adding an article to read:

ARTICLE XI-A — COLLECTIVE BARGAINING

(a) General Provisions

Section 1101-A. Definitions

When used in this article the following words and phrases shall have the following meanings:
(1) "Board" shall mean the Pennsylvania Labor Relations Board.
(2) "Employee" shall mean a public school employee who bargains collectively with a public school entity, but shall not include employees covered or presently subject to coverage under the act of June 1, 1937 (P.L.1168, No. 294), known as the "Pennsylvania Labor Relations Act," or the National Labor Relations Act (61 Stat. 152, 29 U.S.C. Ch. 7 Subch. 11). The term does not include any management-level employee of any other school district.
(3) "Employee Organization" shall mean a public school employee organization of any kind, or any agency or employee representation committee or plan in which membership is limited to public school employees, and which exists for the purpose, in whole or in part, of dealing with public school employers concerning grievances, public school employee-
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public school employer disputes, wages, rates of pay, hours of employment or conditions of work, but shall not include any organization which practices discrimination in membership because of race, color, creed, national origin or political affiliation.

(4) "Employer" shall mean a public school entity, but shall not include employers covered or presently subject to coverage under the act of June 1, 1937 (P.L.1168, No.294), known as the "Pennsylvania Labor Relations Act," or the National Labor Relations Act (61 Stat. 152, 29 U.S.C. Ch. 7 Subch. 11).

(5) "Impasse" shall mean the failure of an employer and an employee organization to reach an agreement in the course of negotiations.

(6) "Lockout" shall mean the cessation of furnishing of work to employees or withholding work from employees for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

(7) "Representative" shall mean an individual acting for employers or employees and shall include employee organizations.

(8) "School Entity" shall mean a public school district, intermediate unit or area vocational-technical school.

(9) "Strike" shall mean concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown or the abstention in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. The employee organization having called a strike once, and unilaterally returned to work, may only call a lawful strike once more during the school year. A written notice of the intent to strike shall be delivered by the employee organization to the superintendent, executive director or the director, no later than forty-eight (48) hours prior to the commencement of any strike and no strike may occur sooner than forty-eight (48) hours following the last notification of intent to strike. Upon receipt of the notification of intent to strike, the superintendent, executive director or the director may cancel school for the effective date of the strike. A decision to cancel school may, however, be withdrawn by the superintendent, executive director or the director. Any subsequent change of intents to strike shall not affect the decision to cancel school on the day of the intended strike. For the purposes of this article, the decision to cancel school on the day of the intended strike shall not be considered a lockout.

(b) Scope of Bargaining

Section 1111-A. Mutual Obligation

Collective bargaining is the performance of the mutual obligation of the employer or his representative and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, or the negotiation of an agreement or any question arising thereunder and the execution of a written contract incorporating any agreement reached but such obligation does not compel either party to agree to a proposal or require the making of a concession.

Section 1112-A. Matters of Inherent Managerial Policy

Employers shall not be required to bargain over matters of inherent managerial policy. Those matters shall include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the employer, standards of services, its overall budget, utilization of

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technology, the organizational structure and selection and direction of personnel. Employers, however, shall be required to meet and discuss on policy matters affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by employee representatives.

(c) Collective Bargaining Impasse

Section 1121-A. Submission to Mediation

(a) If after a reasonable period of negotiation a dispute or impasse exists between the representatives of the employer and the employee organization, the parties may voluntarily submit to mediation but if no agreement is reached between the parties within forty-five (45) days after negotiations have commenced, but in no event later than one hundred twenty-six (126) days prior to June 30 or December 31, whichever is the end of the school entity's fiscal year, and mediation has not been utilized by the parties, both parties shall immediately in writing call on the service of the Pennsylvania Bureau of Mediation.

(b) The Pennsylvania Bureau of Mediation shall employ a complement of not less than twenty-five (25) mediators that shall be available to mediate according to the provisions of subsection (a).

Section 1122-A. Factfinding Panels

(a) (1) Once mediation has commenced, it shall continue for so long as the parties have not reached an agreement. If, however, an agreement has not been reached within forty-five (45) days after the mediation has commenced or in no event later than eighty-one (81) days prior to June 30 or December 31, whichever is the end of the school entity's fiscal year, the Bureau of Mediation shall notify the board of the parties' failure to reach an agreement and of whether either party has requested the appointment of a fact-finding panel.

(2) No later than eighty-one (81) days prior to June 30 or December 31, whichever is the end of the school entity's fiscal year, either party may request the board to appoint a fact-finding panel. Upon receiving such request, the board shall appoint a fact-finding panel that may consist of either one (1) or three (3) members. The panel so designated or selected shall hold hearings and take oral or written testimony and shall have subpoena power. If, during this time, the parties have not reached an independent agreement, the panel shall make findings of fact and recommendations. The panel shall not find or recommend that the parties accept or adopt an impasse procedure.

(3) The parties may mutually agree to fact-finding and the board shall appoint a fact-finding panel as provided for in clause (2) of subsection (a) of this section at any time except that the parties may not mutually agree to fact-finding during mandated final best offer arbitration.
The board may implement fact-finding and appoint a panel as provided for in clause (2) of subsection (a) of this section, at a time other than that mandated in this section, except that fact-finding may not be implemented between the period of notice to strike and the conclusion of a strike or during final best offer arbitration. If the board chooses not to implement fact-finding prior to a strike, the board shall issue a report to the parties listing the reasons for not implementing fact-finding, if either party requests one.

(b) The findings of fact and recommendations shall be sent by registered mail to the board and to both parties not more than forty (40) days after the Bureau of Mediation has notified the board as provided in subsection (a).

(c) Not more than ten (10) days after the findings and recommendations shall have been sent, the parties shall notify the board and each other whether or not they accept the recommendations of the fact-finding panel and if they do not, the panel shall publicize its findings of fact and recommendations.

(d) Not less than five (5) days nor more than ten (10) days after the publication of the findings of fact and recommendations, the parties shall again inform the board and each other whether or not they will accept the recommendations of the fact-finding panel.

(e) The board shall establish, after consulting representatives of employee organizations and of employers, panels of qualified persons broadly representative of the public to serve as members of fact-finding panels. The board shall, within sixty (60) days of the effective date of this act, increase the number of available panels of qualified persons to serve as members of fact-finding panels to meet the expanded role of fact-finding as provided for in this act.

(f) The Commonwealth shall pay one-half of the cost of the fact-finding panel; the remaining one-half of the cost shall be divided equally between the parties. The board shall establish rules and regulations under which panels shall operate, including, but not limited to, compensation for panel members.

Section 1123-A. Negotiated Final Best Offer Arbitration

(a) The parties to a collective bargaining agreement involving public school employees shall be required to bargain upon the issue of acceptance and adoption of one of the following approved impasse procedures, with the proviso that such an obligation does not compel either party to agree to a proposal or require making a concession:

(1) Arbitration under which the award is confined to a choice among one of the following single packages:
   (i) the last offer of the representative of the employer;
   (ii) the last offer of the representative of the employees; or
   (iii) the fact-finder's recommendations, should there be a fact-finder's report.

(2) Arbitration under which the award is confined to a choice among one of the following on an issue-by-issue basis:
   (i) the last offer of the representative of the employer;
(ii) the last offer of the representative of the employees; or
(iii) the fact-finder's recommendations, should there be a fact-finder’s report.

(3) Arbitration under which the award is confined to a choice among one of the following on the basis of economic and non-economic issues as separate units:
(i) the last offer of the representative of the employer;
(ii) the last offer of the representative of the employees; or
(iii) the fact-finder's recommendations, should there be a fact-finder's report.

(b) As used in this section, economic issues shall mean wages, hours, salary, fringe benefits or any form of monetary compensation

Section 1124-A. Method of Selection of Arbitrators

The board of arbitration shall be composed of three (3) members. Arbitrators as referred to in this article shall be selected in the following manner:

(a) Each party shall select one (1) member of the panel within five (5) days of the parties' submission to final best offer arbitration. Each arbitrator shall be knowledgeable in the school-related fields of budget, finance, educational programs and taxation.

(b) The third arbitrator shall be selected from a list of seven (7) arbitrators furnished by the American Arbitration Association within five (5) days of the publication of the list. Each of the seven (7) arbitrators shall be a resident of this Commonwealth and knowledgeable in the areas necessary to effectively make a determination. Each party shall alternately strike one name until one shall remain. The employer shall strike the first name. The person so remaining shall be the third member and chairman.

(c) Payment of arbitrators shall be as follows:
(i) For voluntary arbitration, each party shall pay the cost of the arbitrator selected by it under clause (1) of this section. The cost of the third arbitrator shall be divided equally between the parties.
(ii) For mandatory arbitration, the Commonwealth shall pay one-half of the cost of the arbitrators; the remaining one

Section 1125-A. Final Best Offer Arbitration

(a) At any time prior to mandated final best offer arbitration, either the employer or the employee organization may request final best offer arbitration unless fact-finding has been initiated as provided in Section 1122-A. If fact-finding has been initiated, the parties shall complete fact-finding before requesting final best offer arbitration. If either party request final best offer arbitration, the requesting party shall notify the Bureau of Mediation, the board and the opposing party in writing. The opposing party shall, within ten (10) days of the notification by the requesting party, notify the requesting party in writing of its agreement or refusal to submit to final best offer arbitration. No strikes or lockouts shall occur during this ten (10) day period or until the requesting party is notified by the opposing party that they refuse to submit to final best offer arbitration. Arbitration provided for in this subsection shall only occur if both parties agree to submit to final best offer arbitration.
Negotiations

(b) If a strike by employees or a lockout by an employer will prevent the school entity from providing the period of instruction required by section 1501 of this act by the later of:

(1) June 15; or
(2) the last day of the school entity's scheduled school year, he parties shall submit to mandated final best offer arbitration consistent with the arbitration option negotiated. A return to work for the purpose of submitting to final best offer arbitration shall not be considered a unilateral return to work.

(c) If the parties are unable to agree on the adoption of one of the approved impasse procedures under section 1123-A, the mediator appointed pursuant to section 1121-A shall select the procedure.

(d) Within ten (10) days of submission to final best offer arbitration, the parties shall submit to the arbitrators their final best contract offer with certification that the offer was delivered to the opposing party, together with documentation supporting the reasonableness of their offer. This documentation shall include, but not be limited to, the following:

(1) The public interest.
(2) The interest and welfare of the employee organization.
(3) The financial capability of the school entity.
(4) The results of negotiations between the parties prior to submission of last best contract offers.
(5) Changes in the cost-of-living.
(6) The existing terms and conditions of employment of the employee organization members and those of similar groups.
(7) Such other documentation as the arbitration panel shall deem relevant.

(e) Arbitration shall be limited to unresolved issues. Unresolved issues shall mean those issues not agreed to in writing prior to the start of arbitration.

(f) The parties may mutually agree to submit to final best offer arbitration at any time except during fact-finding or during mandated final best offer arbitration.

(g) Upon submission to the arbitrator of both parties' final best offers under subsection (a) or (b) of this section, the employer shall post within the time limits described in subsection (d) of this section the final best contract offers in the school entity's main office for the purpose of soliciting public comments thereon. Copies of both parties' final best offers shall be available from the school entity's main office. The cost of copies shall be established by the school entity and shall be paid by the requestor.

(h) The public comment period shall close within ten (10) days of the first day of posting. All public comments shall be directed to the arbitrators for consideration, who shall provide them on request to the employer and to the employees' organization.

(i) Within ten (10) days of the selection of the third arbitrator of the arbitration panel, the arbitrator shall begin hearings at which they will hear arguments from representatives of the employer and of the employees in support of their respective last best contract offers under subsection (a) or (b) of this section. At least five (5) days prior to the hearing, a
written notice of the date, time and place of such hearing shall be sent to the representatives of both the employer and employees that are parties to the dispute. This written notice shall also be sent to the fiscal authority having budgetary responsibility or charged with making appropriations for the employer, and a representative designated by such body shall be heard at the hearing upon request of such body or of the employer as part of the presentation of the employer.

(j) Not later than twenty (10) days after the hearing pursuant to subsection (i) of this section, the arbitrators shall:
(1) examine each item of dispute;
(2) make a determination in writing consistent with the arbitration option agreed to by the parties; and
(3) forward a copy of the written determination to both parties involved in the dispute and to the board.

(k) The determination of the majority of the arbitrators reached as provided under either subsection (a) or (b) of this section shall be final and binding upon the employer, employees and employee organization involved and constitutes a mandate to the school entity to take whatever action necessary to carry out the determination, provided that within ten (10) days of the receipt of the determination the employee organization or the employer does not consider and reject the determination at a properly convened special or regular meeting. This determination includes, but is not limited to, a determination which requires a legislative enactment by the employer prior to or as a condition for its implementation, including, without limitation, the levy and imposition of taxes.

(l) No appeal challenging the determination reached as provided under subsection (a) or (b) of this section shall be allowed to any court unless the award resulted from fraud, corruption or willful misconduct of the arbitrators. If a court determines that this has occurred it shall declare the award null and void. An appeal of the award shall be made to the court of common pleas of the judicial district encompassing the respective school district.

(m) If the employer of the employee organization rejects the determination of the majority of the arbitrators:
(1) The employee organization may initiate a legal strike or resume a legal strike initiated prior to submission to final best offer arbitration.
(2) The employer may hire substitutes as provided under subsection (b) of section 1172-A.
(3) The employer may initiate a legal lockout or resume a legal lockout initiated prior to submission to final best offer arbitration.

Section 1126-A. Time Frame

The time periods set forth in this article are mandatory, and shall not be construed to be directory.
Section 1127-A. Exception

Any school district of the first class with an appointed school board and the public employees of that school district as defined in the act of July 23, 1970 (P.L.563, No.195), known as the "Public Employee Relations Act," shall comply with and be subject to the binding arbitration provisions of the "Public Employee Relations Act" and shall not be subject to the provisions of section 1123-A, 1124-A or 1125-A of this act.

(d) Strikes and Lockouts

Section 1131-A. Strikes Prohibited in Certain Circumstances

A strike must cease where the parties request fact-finding for the duration of the fact-finding. A strike must end where the parties agree to arbitration. Strikes are prohibited:
1) During the period of up to ten (10) days provided for under section 1125-A(a).
2) During final best offer arbitration, including the period of up to ten (10) days after receipt of the determination of the arbitrators during which the governing body of the school entity may consider the determination.
3) When the arbitrators' determination becomes final and binding.

Section 1132-A. Lockouts Prohibited in Certain Circumstances

A lockout must cease where the parties request fact-finding for the duration of the fact-finding. A lockout must end where the parties agree to arbitration. Lockouts are prohibited:
1) During the period of up to ten (10) days provided for under section 1125-A(a).
2) During final best offer arbitration, including the period of up to ten (10) days after receipt of the determination of the arbitrators during which the employer may consider the determination.
3) When the arbitrators' determination becomes final and binding.

(e) Collective Bargaining Agreement

Section 1151-A. Agreement and Enforcement

Any determination of the arbitrators to be implemented under this article shall be memorialized as a written agreement by and between the school entity and the employee organization to be signed and sealed by their duly appointed officers and agents as provided by law. The executed agreement shall be enforceable by each party in the manner as provided by law, including without limitation and in derogation to the mandatory arbitration of disputes or grievances under the act of July 23, 1970 (P.L.563, No.195), known as the "Public Employee Relations Act." In the event that a school entity or an employee organization refuses to execute a written agreement under this section, the employee organization or the school entity may institute a cause of action in the court of common pleas to compel compliance with the provision of this section requiring a written agreement and, in the appropriate case, specific performance of the determination.
Section 1152-A. Existing Agreements; Provisions Inconsistent with Article

Any provisions of any collective bargaining agreement in existence on the effective date of this article which are inconsistent with any provision of this article, but not otherwise illegal, shall continue valid until the expiration of such contract. The procedure for entering into any new collective bargaining agreement, however, shall be governed by this article, where applicable, upon the effective date of this article.

(f) Secretary of Education

Section 1161-A. Injunctive Relief

When an employee organization is on strike for an extended period that would not permit the school entity to prove the period of instruction required by section 1501 of this act by June 30, the Secretary of Education may initiate, in the appropriate county court of common pleas, appropriate injunctive proceedings providing for the required period of instruction.

(g) Prohibitions

Section 1171-A. Selective Strikes

The work stoppage practice known as "selective strikes" shall be considered an illegal strike. Any strike that does not comply with the definition of "strike" contained in this article, shall be considered a selective strike.

Section 1172-A. Utilization of Strike Breakers

(a) Except as provided in subsection (b), during a legal strike, as defined by this article, the school entity, as defined by this article, shall not utilize persons other than those employees who have been actively employed by the school entity at any time during the previous twelve (12) months.

(b) A school entity may utilize persons other than those employees who have been actively employed by the school entity at any time during the previous twelve (12) months:

(1) when the employee organization or employer rejects the determination of the majority of the arbitrators; and

(2) when a legal strike will prevent the completion of the period of instruction required by section 1501 of this act by the later of:
   (i) June 15; or
   (ii) the last day of the school district's scheduled school year.
Section 5.

In the event that any provisions of this act or its application to any person or circumstance is held invalid, such provision shall be void and inoperative; however, all other provisions of this act shall continue in full effect and force.

Section 6.

The act of July 23, 1970 (P.L.563, No.195), known as the Public Employee Relations Act, is to be read in pari materia with the addition of Article XI-A of the act, but is repealed insofar as it is clearly inconsistent with the addition of Article XI-A of the act.

Section 7.

Nothing in this act or in any other law shall be construed to permit authorize or require collective bargaining, mediation or binding arbitration to create, alter or modify pension or retirement benefits set forth in 24 Pa.C.S. Pt. IV (relating to retirement of school employees) or administered by the Public School Employees' Retirement Board. Further, nothing in this act or in any other law shall be construed to permit, authorize or require an employer, through collective bargaining, mediation, binding arbitration or otherwise, to establish, create, alter or modify a pension or retirement plan or pay pension or retirement benefits or other compensation that modifies or supplements in any way the benefits set forth in 24 PaC.S. Pt. IV or administered by the Public School Employees' Retirement Board. Notwithstanding the above, the parties may negotiate and agree to early retirement incentive or severance pay provisions so long as they do not affect the retirement benefits identified above and would not result in the Public School Employees' Retirement System not being a qualified plan under the Internal Revenue Code of 1986 (Public Law 99-514, 26 U.S.C. § 1 et seq.).

Section 8.

The amendment of section 2574(f) of the act shall apply retroactively to January 1, 1991.

Section 9.

This act shall take effect immediately.

PSEA-HWF

PSEA HEALTH AND WELFARE FUND

BACKGROUND

The PSEA Health and Welfare Fund was created in 1979 by the Pennsylvania State Education Association. The Fund is a not-for-profit organization formed to develop, market, and service certain benefit plans that are tailored to the special needs of PSEA members and other employees in school districts where PSEA is the recognized bargaining agent.
The Fund has been ruled a tax-exempt organization under Section 501(c)(9) of the Federal Internal Revenue Code, which covers "... voluntary employees' beneficiary associations providing for the payment of life, sick, accident, or other benefits to members of such associations or their dependents or designated beneficiaries. ..." According to IRS definitions, a 501(c)(9) organization may provide group term life and AD&D insurance, health, dental, vision, prescription, and disability insurance. The PSEA Health and Welfare Fund provides all of these except health insurance, covering approximately 18,500 members and their families.

The Fund is governed by a seven member Board of Trustees that is appointed by the PSEA Board of Directors and required to include three elected officers of PSEA. PSEA serves as administrator and sponsor of the Fund. The Fund self-insures its dental, vision, and prescription programs and insures its life and disability programs. The Fund contracts with National Prescription Administrators, Inc., National Dental Administrators, and National Vision Administrators for the claims processing and payment functions. The Fund is the policyholder in its contracts with the insurer of its life and disability income programs, Trustmark Insurance Company.

In addition to designing and marketing the benefit programs, collecting and processing the premiums from school districts, and servicing the needs of members, the Fund also monitors the performance of its third party administrators and insurers to assure that Fund members are receiving competent, cost-effective service. On behalf of its members, the Fund carefully monitors the activities of its insurers and third party administrators, reviews their financial, actuarial, and rate setting studies, and continuously measures them against their competitors in the industry.

We have gone into a lot of detail for a purpose. We would like you to understand fully how the Fund operates on many levels: as policyholder/contractholder with the insurers and third party administrators; as the organization sponsored by PSEA for group insurance plans; as the group having business-client relationships with school districts; and most importantly, as an organization representing its membership.

**PROGRAMS AVAILABLE THROUGH PSEA-HWF**

The following Negotiated Group Programs are available for all school employees through the PSEA Health and Welfare Fund:

- Dental
- Prescription
- Vision
- Life Insurance
- Disability Income
- Flexplan

The following Voluntary Programs are available at group rates for PSEA members through the PSEA Health and Welfare Fund:

- Disability Insurance
- Long-term care
- Opti-Vision (Discounted Vision Care)
Negotiations

The following Voluntary Programs are available at group rates for PSEA-R members through the PSEA Health and Welfare Fund:

- Opti-Vision (Discounted Vision Care)
- PSEA Care (Dental/Vision Program)

**REASONS WHY LOCAL ASSOCIATIONS SHOULD DEMAND PSEA HEALTH AND WELFARE FUND PROGRAMS FOR THEIR MEMBERS**

- The PSEA Health and Welfare Fund is the organization sponsored by PSEA for group insurance plans.
- Your members welfare will be in the hands of an organization governed by PSEA appointed trustees.
- Your members will receive service from PSEA employees if they need assistance with a PSEA Health and Welfare Fund program.
- Your association controls the employee benefit package for all school employees in your district.
- The benefit package has been tailored to meet the needs of educators.

Specific details concerning each of the Benefit Programs offered through the PSEA Health and Welfare Fund are described in separate brochures available to local associations upon request.

For proposals, rate quotations, specifications, and benefit consulting, contact:
PSEA Health and Welfare Fund, 400 North Third Street, Box 1724, Harrisburg, PA 17105-1724, 800 944-7732.

**NEGOTIATIONS COMMITTEE**

1. Evaluates the agreement to determine language and benefit improvements.
2. Elicits input from members through bargaining survey, interviews, etc.
3. Develops proposals for bargaining.
4. Selects negotiations team members with chief negotiator and executive committee.
5. Analyzes Association proposals and counterproposals.

For further assistance in obtaining resources, training, or guidance in planning, contact your UniServ representative.

**COMPENSATION PROGRAM**

PSEA's Assistant Director of Research is responsible for implementation of the compensation program, adopted by the Board of Directors in December 1987.
Major functions of the compensation staff are to:

1. Provide support to the PSEA Collective Bargaining/Disparity Committee, the group that recommends statewide bargaining goals to the Board of Directors.

2. Provide training to PSEA members and staff on compensation theories and practices. Training is available through field staff for local association and coordinated bargaining modules.

3. Publish training papers/materials for use by local associations. Currently, there are four training papers available:
   - Salary Schedules: Theory and Practice
   - Restructuring Salary Schedules: The Williamsport Approach
   - The Future of Salary Schedules: Inverting the Index
   - Equal Increases or Equal Earnings?
   Copies are available from the compensation department.

4. Conduct technical compensation research. Research is being conducted in conjunction with researchers at Penn State and Cornell Universities. This research is tracking the effect that different demographic, district, and bargaining factors have on salary levels. Copies of research results are also available from the compensation department.

5. Provide salary packages for use during the negotiations process. This service is available through the UniServ Representative. In order to request salary packages for use in bargaining, the local must provide a current matrix and set of parameters/cost restrictions. The matrix is a list of the number of bargaining unit members on each step of each column of the existing salary schedule. An example of parameters/cost restrictions might be:
   - $52,500 at the top of the Masters column in the third year;
   - an average increase of $3,400 in each of three years; and
   - increase the incentive to earn additional credits (move to the right of the schedule).

6. Support the legislative staff in promoting minimum entry and career level salaries. This effort is intended to reduce pay disparities between wealthy and poorer areas of the state.

**COLLECTIVE BARGAINING SYSTEM**

The system enables staff and local leaders to compare a district's salaries, benefits, and contract provisions with other districts in the same area or throughout the state. These statewide comparisons may be based on districts of similar size, wealth, tax effort, or any of at least two dozen other variables. Comparisons will also be available for intermediate units and vo-tech units.

In addition to these comparisons, the system provides an analysis of each school district's financial condition and tax effort.

The bargaining system is available on computers in all PSEA field offices as well as the portable computers field staff are able to use at the negotiations table. The system is mouse-driven and incorporates graphics into all applications.
COORDINATED BARGAINING

Coordinated bargaining is a process whereby several locals from a county, cluster or other geographical area meet from time to time to discuss and plan negotiations. The process can range from a very loose arrangement (basically designed as an information sharing meeting) to a very close arrangement (exact common goals with a highly structured bargaining strategy.)

The PSEA Coordinated Bargaining Program contains the following essential components:

1. Information Sharing
   Each Coordinating Module (CM) must develop a system of reporting and exchanging information pertaining to current contract provisions, bargaining strategies, and bargaining session progress.

2. Set CM Goals
   Each CM should adopt bargaining goals consistent with the statewide goals. Consensus should be attained.

3. Education
   Leaders, faculty reps, and members must understand the process of coordinated bargaining.

4. Commitment
   The leadership of each local in the CM must commit their local (adopt and sign commitment resolution) to the adopted bargaining goals, priorities, and timing of settlements that are adopted and monitored by each CM.

5. Recognition
   Each local that obtains the statewide bargaining goals will be recognized by PSEA.

6. Support
   PSEA will study the development of a monetary support program for every local that must strike to achieve the state goals.

The Collective Bargaining/Disparity Committee will monitor and support this program. To begin this process as coordinating modules are developed and goals are set, reports will be filed through the committee members. Reporting forms must be developed. Every local should participate in a CM every year. The role of non-bargaining locals will be emphasized.

Coordinated bargaining is a concept that you should consider using every time you bargain. Contact your UniServ representative to discuss the possibilities in your area.
COLLECTIVE BARGAINING GOALS

*PSEA recommends that each local association:*

1. Fully utilize available PSEA resources for negotiations, including the Uniserv Representative, Coordinated Bargaining participation, and PSEA statewide initiatives.


3. Negotiate wages consistent with PSEA’s Best Practices for Compensation (ESP)

4. Negotiate language to guarantee class size/workload maximums.

5. Negotiate language which insures a safe, non-violent, clean and healthy working environment.

6. Negotiate to maintain the highest possible level of health care benefits.

7. Reject any attempts to create multi-tier salaries and/or benefits.

8. Negotiate a severance and benefit package for retiring employees.


10. Negotiate for Association rights, with fair share and maintenance of membership as priorities.

QUESTIONS AND ANSWERS ABOUT COORDINATED BARGAINING

1. **What is coordinated bargaining?**

   Coordinated bargaining is a process for developing contract terms in several separate negotiations through inter-association or inter-board cooperative efforts. It is, in effect, cooperation among separate bargaining units, ranging from exchanging information to bargaining simultaneously for the same set of objectives. Coordinated bargaining activities focus on information exchange and/or common goal setting.

2. **Is this all there really is to coordinated bargaining? No.**

   Some local associations may well want to go beyond the above description. These locals focus on the ability of the group to time individual settlements in order to enhance all settlements to prevent an early initial settlement which is unfavorable to the group as a whole.
3. **Why should any group of local associations want to control the timing of settlements within an area?**

Coordinated bargaining is designed to ensure that the common goals agreed to by the group are, in fact, attained, at least to the extent group control can make it possible.

4. **Again, why coordinated bargaining?**

Coordinated bargaining is predicated on a fundamental fact of collective bargaining; most bargaining situations are greatly influenced by settlements occurring in other neighboring, comparable bargaining units. Coordinated bargaining is the mechanism designed to influence the settlement pattern in favor of the organized group.

The most outstanding example in the private sector is the UAW bargaining with major automobile companies.

5. **Why and when would a local association be asked to delay its settlement?**

A request for such a delay would occur only when the Coordinated Bargaining Council knows that the settlement offer is under the goals agreed to and less than one or more offers currently on the table in other bargaining situations. Another possibility for seeking delay would occur in a situation where one or more locals in the Council are sure that an offer higher than the tentative settlement is soon to come at those bargaining tables.

Remember, that the major purpose of coordinated bargaining is to "time" or arrange settlements in sequence to assure the attaining of the bargaining goals by the greatest number of those locals bargaining.

6. **Who sets the bargaining goals?**

The Bargaining Council (President and Chief Negotiator from each participating local) in conjunction with the UniServ staff. The UniServ person should be given greater responsibility and latitude in helping to determine group goals. The staff person is the one individual who, in an objective role, has seen the bargaining relationships and history within any given area. Therefore, it is essential that staff and officers have absolute confidence in each other.

These goals, as well as other local association bargaining goals, should be presented and ratified by the local association Representative Council.

7. **What kind(s) of commitment must we make to the program as a local association?**

Each local must agree to the program as developed by the Council. These must be real commitments in terms of training and membership promotion of the program. Financial assistance, particularly for training, may be available from PSEA.
8. **Early Bird Bargaining**

Bargaining during the last year of a multi-year contract. The contract is reopened for the express purpose of increasing the wages and/or fringes in the last year of the current contract and extending that contract for two or three years. In effect, this process makes a two or three year contract a five or six year contract. Obviously, the number of items discussed and resolved is limited. The purpose is to link the association's goal for more money to the board’s desire for a longer-term contract.

9. **Goal Bargaining**

Is the use of the collective bargaining process to accomplish changes and improvements in wages, fringe benefits and working conditions over a longer period of time than one contract? Essentially, the Association establishes its long-term goal(s) over several contract negotiations spanning a five or ten year time period. Associations using this process should also carefully integrate their grievances, arbitrations, and meet and discuss activities in this long-term bargaining process.

10. **Preliminary Submission**

Is used to achieve limited bargaining gains within the term of one contract. The purpose is to limit the number of items and engage in intensive short-term bargaining on these items. Generally, it is done face-to-face with the school board and no public notice at all.

11. **Normal Bargaining**

Is, as the name implies, collective bargaining in the normal adversarial manner over a collection of items to be included in a one-year or a multi-year contract.

**FAIR SHARE PROPOSAL**

Suggested fair share contract language.

1. Each nonmember in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by Act 84 of 1988.

2. The School District and the Association agree to comply with all provisions of said law.

3. The Association agrees to extend to all nonmembers the opportunity to join the Association.

4. If any legal action is brought against the School District as a result of any actions it is requested to perform by the Association pursuant to this Article, the Association agree to provide for the defense of the School District at the Association's expense and through counsel selected by the Associations. The School District agrees to give the Association immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Association in the defense of the case. If the School District does not fully cooperate with the Association, any obligation of the Association to provide a defense under this Article shall cease.
Negotiations

5. The Association agrees in any action so defended, to indemnify and hold the School District harmless for any monetary damages the School District might be liable for as a consequence of its compliance with this Article; except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as a result of any willful misconduct by the School District or as a result of the School District's failure to properly perform its obligations under this Article.

**STRIKE LOAN PROGRAM**

It is Association policy to make strike loans available to members engaged in a work stoppage (either a strike or a lockout). Members are obligated only to repay the principal amount borrowed, PSEA pays the interest charges. For all purposes, this is an "interest free" loan to the members. Due to changes in both policy and loan schedule, please contact your UniServ rep for details.

**LOCAL ASSOCIATION ASSISTANCE**

Local associations must participate in PSEA-sponsored coordinated bargaining efforts in order to qualify.

Local associations must meet the following minimum coordinated bargaining requirements:
1. All current PSEA collective bargaining goals must be in the package.
2. The local association package must be on file in the region office no later than January.
3. Local members must be aware of what is in the package.
4. The PSEA bargaining goals must be on the table until June 30.
5. The local association must be an active member of the coordinated bargaining module which means sharing information and attending meetings from September of the school year in which bargaining begins.

If a strike occurs and the local meets these minimum bargaining requirements of PSEA, the local association would receive the following assistance grants:
1. $500 after five (5) school days on strike.
2. $1,000 after twelve (12) school days on strike.
3. $2,500 after twenty-five (25) school days on strike.

It will be the responsibility of the local UniServ representative to inform the local association president of the requirements of this local association policy.

**LOCAL ASSOCIATION MEMBER ASSISTANCE**

In a protracted strike, local members would receive the following grants:
1. $100 grant after thirty-five (35) working days.
2. $100 grant after forty-five (45) working days.

Other criteria would be:
1. PSEA would certify that members receiving grants had no financial obligations to the Association.
2. The local association would certify that members eligible to receive the grants actively supported the strike.
3. There would be no exception on days.

Experience and fund stability would determine any further increase in the grant amount.

**SUMMARY OF ACT 1 OF SS 2006**

**Taxpayer Relief Act**

1. **BASICS**

   a. This bill replaces Act 72 of 2004, and applies to all school districts (no opting in).
   
   b. Provides for property tax rebates for eligible households through an expanded Senior Citizens Property Tax and Rent Rebate Program funded by revenue from new taxes on gaming.
   
   c. **Authorizes each district to levy a new EIT or PIT** of up to maximum allowed reductions in property taxes by means of homestead/farmstead exclusions, upon recommendation of a Tax Study Commission it appoints. In future years, revenue from growth in the income tax base can be used for operating expenses.
   
   d. **Requires each school district to adopt a preliminary budget and to get voter approval in a back-end referendum** in the spring to implement increases in tax rates greater than its index or to levy new taxes for the following fiscal year. Districts might qualify for an exception to this requirement, however. Begins with 2007-08 budgets.
   
   e. Sets up the Property Tax Relief Fund (Relief Fund) and Property Tax Reserve Fund (Reserve Fund) to receive most of the state’s revenue from new taxes on gaming operations. **Property Tax Reduction Allocations (PTRAs)** to districts will be made from the Relief Fund. No PTRAs will be made until there is at least $400 million in the Relief Fund and $150 million in the Reserve Fund.
   
   f. **Authorizes districts to collect property taxes in three or more installments** starting in 2007-08.
   
   g. **Establishes a state Task Force on School Cost Reduction** to study current and projected school costs and make nonbinding recommendations to the Governor and Legislature to reduce such costs.
   
   h. There are **no statutory restrictions on what can or can’t be negotiated** for CBAs, only rules governing tax rate increases (i.e., how districts will pay for CBA costs).

2. **PARTIAL REPLACEMENT OF PROPERTY TAXES WITH LOCAL INCOME TAXES**

   a. **Each district must appoint a Local Tax Study Commission** (LTSC) to make recommendations about how to proceed with the partial replacement of property tax revenue with income tax revenue in the district. These Commissions must make their recommendations within 90 days of their appointment. Those recommendations are nonbinding.
b. **Districts must** place a front-end referendum question on the ballot in the spring election of 2007, seeking voter approval to levy a new EIT or PIT (if permitted by Dept. of Revenue) at rate that:
   i. enables the district to provide homestead/farmstead exclusions between 50% and 100% of the maximum amount allowed in the constitution, but:
      ii. won’t be required to set rates above 1%.
This new revenue must be used to offset the loss of revenue from granting homestead/farmstead exclusions.

c. **Districts that opted into Act 72 last spring will do this automatically.** They will not be required to make their 0.1% “qualifying contributions” under Act 72, and will convert the EITs they’ve levied under Act 72 to EITs under the new law.

d. Beginning with the fall election in 2009, **districts may place ballot questions before voters seeking their approval to increase their EIT or PIT rate** to a level not greater than that needed to provide the maximum allowable exclusions, or to convert an EIT into a PIT, or implement a new EIT or PIT. Districts must appoint a LTSC before placing such questions on the ballot.

e. **Districts must use any PTRAs received to increase exclusions** up to 100% of the maximum or, once that is achieved, to reduce either income taxes levied for that purpose or property tax rates.

f. **Districts may reject PTRAs**, but must get voter approval to do so.

3. **BUDGET AND BACK-END REFERENDA REQUIREMENTS**

a. **Districts must pass a preliminary budget** at least 90 days prior to the spring election day (usually in mid-May, but in late April in a presidential election year), **unless it adopts a resolution** at least 110 days prior to the spring election day stating it will not raise rates in the upcoming fiscal year by more than its Index. Such resolutions will be binding, and not eligible for an exception (see below).

b. **Districts must get voter approval in a back-end referendum** on the spring election day if it proposes in its preliminary budget to:
   i. **Increase the rate of any tax by more than the district’s Index** (average of % increases in SAWW for the state and ECI for the country; for districts with aid ratios greater than 0.4000, multiply that average by the sum of 0.75 and the district’s aid ratio)
   ii. **Levy a new tax**

c. **PDE will determine whether or not a district needs to hold a back-end referendum based on preliminary budgets** that districts must now adopt 90 days before the date of the referendum election. If a referendum is not approved by voters, the district must adopt a final budget without levying any new taxes, and without increases in tax rates greater than its Index.

d. For back-end referenda, county election officials “in consultation with” school boards, must draft **nonlegal interpretative statements** to accompany the ballot question. These must explain expenditures for which the increase above the index is sought and consequences of not approving the rate increase

e. **An exception** to the requirement for voter approval of rate increases above the Index will be granted if those increases are needed to cover or provide any of the following:
   i. Costs of responding to disaster/emergency (Court approval)
   ii. Costs of implementing a court order or state/federal administrative order (Court approval)
iii. Increases in the costs associated with the local share of existing debt, or percentage of new debt for academic buildings, or for up to $250,000 toward a non-academic project (PDE approval)
iv. Costs of responding to immediate threats of physical harm (Court approval)
v. Increases in costs in special education above the Index (requires PDE approval)
vi. Unreimbursed/unsubsidized costs of School Improvement Plan under NCLB (PDE approval)
vii. Revenue to:
   1. maintain tax revenue per ADM, increased by the Index IF ADM has increased by more than 7.5% (PDE approval), OR
   2. maintain AIE per ADM, increased by the Index (PDE approval)
viii. Revenue to maintain (Property Taxes + Local Income Taxes + Basic Ed funding + Special Ed funding) IF went up by less than the Index (PDE approval)
ix. Increases in costs in CBA health-related benefits above the Index—for contracts in effect by January 1, 2006 (PDE approval)
x. Increases in district’s expenditures for PSERS contributions above the Index (PDE approval)

f. If back-end referenda fail, districts can still raise rates up to their index. Districts may NOT unilaterally change collective bargaining agreements.

g. Special rules for fiscal year 2006-07:
The caps on tax rate increases contained in SSHB 39 were eliminated in effect by language in bill passed in July in association with the 2006-07 state budget.

GLOSSARY

ADM (Average Daily Membership) Measure of the number of students in a district, based on average number of students in class each day over the course of the year.

Aid Ratio (MVPI Aid Ratio) Measure of a district’s ability to raise funds locally for AIE (Actual Instructional Expenditures), based on the district’s income and property tax base per pupil relative to the state average. This number varies between .1500 and 1.000, and can be understood as the target percentage of a district’s AIE to be reimbursed by the state. The higher a district’s aid ratio, the lower its relative ability to raise funds locally.

AIE (Actual Instructional Expense) Measure of expenditures on classroom instruction not otherwise reimbursed by the state or federal governments, calculated for each district by the PDE. In theory, the state’s basic education funding subsidy is to reimburse districts for this expense.

CBA (Collective Bargaining Agreement) Contract between a school district and its employees.

ECI (Employment Cost Index) Index number representing the relative cost of salaries and benefits for local public school teachers nationwide, calculated quarterly by the U.S. Department of Labor.

EIT (Earned Income Tax) Tax levied on wages, salaries, tips, and “net profits” of unincorporated businesses.

Homestead/Farmstead Properties that qualify for homestead or farmstead exclusions. A homestead must be the primary residence of the property owner. A farmstead includes the outbuildings on a farm that is the primary residence of the farm owner. Homestead and
Negotiations

farmstead exclusions are fixed dollar amounts subtracted from the assessed value of eligible properties.

**PIT (Personal Income Tax)** Tax levied on wages, salaries, tips, “net profits” (including Subchapter S enterprises), interest income, income from rental properties, dividend income, and pension income.

**PTRA (Property Tax Reduction Allocation)** Amount paid to a district from the Property Tax Relief Fund for the purpose of providing homestead/farmstead exclusions.

**SAWW (Statewide Average Weekly Wage)** Average weekly wage rate for Pennsylvania workers, calculated for a calendar year by the Pennsylvania Department of Labor and Industry, for use in unemployment compensation and workers’ compensation claims.
GRIEVANCE PROCESSING/CONTRACT MAINTENANCE

Introduction

Grievance processing is a quasi-legal process, which has the potential to end with binding arbitration.

The decision to process a grievance is an important one that should involve contact with your field staff representative.

PSEA field staff are trained and updated on a continuing basis with regard to grievance processing. PSEA field staff handles most cases that go to binding arbitration. It is, therefore, vital that they be involved at the early stages of the grievance process.

The decision to arbitrate a grievance should be thought out carefully. Any decision to pursue a grievance to arbitration may have statewide implications. It should be made only after you have received input from your UniServ representative, as well as PSEA legal staff, if necessary. PSEA monitors all arbitration decisions in the public sector and maintains a research system to support PSEA staff in the selection of arbitrators, as well as in the preparation of new cases.

Failure to process a grievance to arbitration without a justifiable reason may result in charges of failure to represent. On the other hand, a bad case may result in a bad decision with statewide implications.

It must be emphasized that the purpose of the grievance process is to settle disputes at the lowest possible level. An offer of compromise does not prejudice either side's position if the case is not settled and ultimately goes to arbitration. An offer of compromise is not admissible at arbitration. This is to encourage the parties to settle disputes at the earlier steps of the process.

Usually a settlement can be fashioned in such a way that it will settle the issue at hand and not be precedent setting in future instances. Field staff should be consulted in developing such language if a settlement seems possible that is in the best interest of the grievant and the Association. In particular legal staff should develop or review any settlement involving a suspension or discharge grievance.

However, it is important to realize that all grievances have the potential to go to arbitration and to treat each one as if it will. This necessitates adequate documentation of the grievance process. The following pages of this section will give suggestions in this area.

The only cost to the local association in processing the grievance is the cost of the arbitrator and, on some occasions, the cost of a stenographer. By law, this cost is shared equally by the Association and the district. There is no cost to the local association for the use of PSEA field staff, research, or legal counsel.

Definition

A grievance is that which the parties to a particular collective bargaining agreement say it is. You should check your contract as to the precise meaning in your agreement.
Local Grievance Material

Some contracts define grievances very specifically as a violation, misinterpretation, or a misapplication of the agreement. Others are broader, such as a violation, a misapplication, or misinterpretation of the term of the contract, or rules, regulations and/or policies which pertain to teaching conditions, hours, salaries, and fringe benefits which are not superseded by contract.

If in doubt as to whether a specific action may or may not be a grievance, it is best to check with your UniServ representative.

**Grievance Committee**

1. Advises members of their contractual rights.
2. Reviews Board policy for conflict with agreement.
3. Reviews contract with Negotiations Committee for intent and incorporation of practice.
4. Determines merit of grievances.
5. Prospectively determines impact of Association-wide grievances.
6. Investigates and initiates first procedural step of grievances, if necessary.
7. Represents grievants throughout procedure.
8. Advises the UniServ representative of initial stages and progress of grievance through local president.
9. Advises grievants of results of decisions.

**Grievances Are Necessary**

A negotiated contract means little unless the provisions of the contract are adhered to and enforced. It is the Association's responsibility to ensure that it polices the contract to protect its members.

**Parties to a Grievance**

The direct parties to a grievance are the school board and the recognized employee organization (local association).

1. The school board (administration) executes the terms of the contract.
2. The association polices the employer's actions through a grievance procedure.
3. Grievance processing is a group process based on resolving grievances for the collective good of all members.
4. Settlement of a grievance can be made only by the parties that negotiated the contract.

**Advocacy**

The local association must organize to provide the administrative services necessary to implement the grievance procedure.

**Cardinal Rules**

In grievance processing, there are a few cardinal rules that must be followed:

- **Defend - don't judge**
  Members pay dues to be protected, not attacked by their own association.
• **Work - then grieve**
  It is easier to grieve an unsatisfactory work order than to recover a job. Exceptions to this are orders, which are illegal, or ones that would cause a health or safety problem.

• **Never miss the time limits**
  This is one of the unbreakable rules. It is unforgivable to lose a grievance because the time limit has passed.

• **Save everything remotely related to the case**
  Notes, old letters, old contracts, and other correspondence dealing with each grievance should be judiciously saved for possible use. ALL communication with the district should be done in writing with replies requested.

• **Duty to Represent**
  Act 195 and the Labor Board make it mandatory that the agent (the local association) represents all members of the bargaining unit (not just the association). See your PLRB Unit Certification to see whom you represent and how you are to do it. Check this with your field office.

**Grievance Representative**

Although there are various ways a local may organize to implement the grievance procedure, the recommended method is to have a grievance representative who reports for an individual building.

A Grievance Representative
  ▪ Should observe and report violations or undesirable practices.
  ▪ Must have knowledge of the contract.
  ▪ Should be trained by the Association to be knowledgeable about gaining the confidence of teachers; and to whom to report.

(Training for Grievance Representatives is provided at the annual leadership training school each summer and at various region workshops held throughout the year).

**Individual Members**

The individual member should be informed by the Association as to
  ▪ What the grievance procedure is.
  ▪ Who the grievance representative is.
  ▪ What may be grieved.
  ▪ When the grievance should be oral or written.
  ▪ What the time limits are.

**Grievance Evaluation**

Local associations must evaluate grievances before processing to determine validity, proper processing, etc. This is the responsibility of the Grievance Chairperson, subject to the review of the grievance committee. (Contact your field office for assistance in validation).
Local Grievance Material

A Grievance Chairperson

This person is the key figure in grievance processing who observes, reports, investigates and processes grievances and
- Is to achieve an equitable resolution of the grievance for the member and the Association.
- Must show concern for the member in resolving difficulties.
- Must learn to balance objectivity and skepticism when initiating an investigation.

Grievance Limitation

The Association must investigate every complaint promptly. Initial fact-finding should determine:

Who:  Who are the persons involved in the incident?
What:  What is the real or imagined complaint? What provision of the contract is involved?
When:  When did the incident occur?
Where: Where is the violation alleged to have occurred? Where is the appropriate level to enter the grievance?
Why:   Why did it occur? Why is it grievable?
How:   How is the Association affected? How is the member affected? How have such matters been resolved in the past?

Grievance Processing

- Every member of the bargaining unit must be treated in the same manner whether or not a member of the Association.
- All grievances must be processed in good faith.
- All grievances must be treated in a fair and consistent manner.
- Any Association decisions to discontinue the processing of any grievance at any level cannot be arbitrary or discriminatory.
- The Association’s decision to continue or discontinue the processing of any grievance should be based on the merits of the case and the total impact on the contract.
- The Association should always attempt to seek a fair settlement prior to arbitration and the reaching of such a settlement is safeguarded so long as it is consistent, fair, nondiscriminatory, and in good faith.
- The Association may exercise discretion in the settlement of any grievance.
- The processing of a grievance should be fully documented and recorded to the extent that when a grievance is dropped or settled, the good faith basis for the decision is evident.

Grievance Policy

Every employee organization should establish a written policy concerning grievance processing so that the members and the Association will know what to do when a grievance is to be processed. This policy should address the following questions:
- Who is responsible for detecting violations of the contract?
- Who is responsible for writing and filing the individual’s grievance?
- Who is responsible for writing and filing a group or Association grievance?
- Who determines whether or not the Association should file a grievance in its name?
- Who determines assistance given to any individual grievant at any level?
- Who determines the appeal of individual or Association grievances to arbitration?
- Who decides to initiate arbitration?
- How are grievance representatives selected and trained? How many?
- How are denials of representation and appeal handled?
- How are members to be informed of the results of the grievance?

*(See important alert at end of this section)*

**Staff Involvement**

An important step to be taken is to contact your field staff representative, who will be able to help evaluate and validate the grievance as well as to suggest relevant areas of the contract that you can cite.

The staff person will also help with the wording of the grievance. The staff person can also be of assistance in suggesting how to approach the grievance. The staff person can help with any settlement language. The staff person should be kept informed as to the progress of the grievance and the reactions at each step. This becomes especially important when any grievance goes to arbitration.

**IMPORTANT ALERT:**

**Kozura Case – Supreme Court**

*The Pennsylvania Supreme Court has ruled that an individual may take an appeal of an arbitration award in his own right if the language of the Collective Bargaining Agreement provides that individuals may take their own grievances to arbitration. Locals are strongly urged to eliminate any language authorizing individuals to proceed to arbitration from their Collective Bargaining Agreements. We would presume that such elimination would be acceptable to the employer since they would rather deal with us as exclusive representative than face grievances from individuals.*

*The court ruled that absent the language authorizing individuals to arbitrate grievances, individuals would have no right to arbitrate grievances on their own or to appeal arbitration awards.*
RESOURCES IN PAMPHLET FORM

**Community Relations** — The following pamphlets are available in quantity for distribution to your communities. (Also check with the NEA Professional Library for black-line masters of similar topics: P.O. Box 509, West Haven, CT 06516; 800-229-4200.)

1. Discipline for Teenagers
2. Discipline: An Important Way to Show a Child Love
3. The Early Years in School: How Parents Can Help
4. Help Your Child Take Tests
5. Helping Your Teenager to Study More Productively
6. TV Viewing: Setting the Rules
7. Reading aloud to your child—a gift that lasts a lifetime
8. Does my child need learning support?
11. Parent Power: You’re Part of the Equation
12. Safe Schools, Safe Communities

**Professional Rights and Responsibilities** — Series of informative or explanatory publications.
- PSEA Code of Ethics of the Education Profession
- ESP Region/PSEA-NEA Code of Member Responsibility
- PSEA Rules of Procedure for Hearings and Due Process
- What is Conflict Resolution Through Collaboration?
- Professional Rights & Responsibilities Commission

**Government Policy Agenda** — Introduced with PSEA's major legislative efforts and the Legislative Directory (with photos) is available through Government Relations.

**VIDEO RESOURCES**

"Professional Development: A Team Effort" is available through your UniServ office for use when developing and adopting an Act 178 plan. It outlines the desirability of teacher-driven professional development planning. Appropriate to teacher, school board, and community audiences.

**ELECTRONIC RESOURCES**

*NOTE ABOUT PSEA INTERACTIVE: During the fall of 2005, the PSEA website will be revised to meet emerging association and member needs. Watch for changes on or about January 2006. In the meantime, the links below are operative.*

**Act 48, Bridge and Other Professional Information** — The PSEA Education Services Division generates and posts alerts and updates on PSEA Interactive on professional issues important to PSEA members. To access this information, go to www.psea.org, select Resource Center and then Teaching and Learning.
**Calendar Information**—A summary of important upcoming association events are listed for you. You also can find the official PSEA governance calendar, as well. For Upcoming Events, go to [www.psea.org](http://www.psea.org), select Resource Center and then Calendar. For the official governance calendar, go to Members Only [https://www.psea.org/membersonly.cfm](https://www.psea.org/membersonly.cfm) and select Master Calendar.

**Current Research**—Information on the current state budget, on the PSSA cut scores and a host of other professional and advocacy issues are prepared and/or identified by the PSEA Research Division and posted or linked for your use. To access this information, go to [www.psea.org](http://www.psea.org), select Resource Center and then Research.

**Economic Benefits**—Information and links to vendors recommended by the PSEA Member Benefits Board are found on PSEA Interactive. You can access them by going to [www.psea.org](http://www.psea.org) and selecting Member Benefits.

**Electronic Newsletters**—All members may register to receive a whole host of electronic news alerts on a variety of topics as listed below. To register to receive any of these electronic newsletters go to Members Only [https://www.psea.org/membersonly.cfm](https://www.psea.org/membersonly.cfm) and select Member Info Update Center and then Mailing List Subscription Page:

- **PSEA Critical Alerts**: These electronic alerts will be used sparingly to ask members to respond to a critical situation. Approximately 3-5 times a year.
- **Voice Online Update**: These electronic messages update members on issues and stories posted on Voice Online. Approximately two per month.
- **PSEA Listen Up**: These electronic messages will advise members of legislative, regulatory and public relations issues on a regular basis. Approximately 10 per year.
- **PSEA Special Education News**: These electronic messages advise members of current news in special education. Approximately six per year.
- **PSEA Ethnic Minority News**: These electronic messages advise members on issues important to ethnic minorities. Approximately six per year.
- **PSEA Pupil Services News**: These electronic messages advise on issues of importance to Department of Pupil Services members. Approximately four per year.

  *NOTE: Check back often. Other topical lists are planned for future development.*

**Finding PSEA**—You can find information on the location and addresses of PSEA offices as well as e-mail links to PSEA officers and staff on PSEA Interactive. For office locations, go to [www.psea.org](http://www.psea.org), select About PSEA. You also can find names of UniServ reps and local association officers at [http://www.psea.org/county.cfm](http://www.psea.org/county.cfm).

**Frequently Asked Questions**—Has a member asked a question that you need to research? One of the first places you can go is to the FAQ section of PSEA Interactive. You will find frequently asked questions on such issues as Act 48, Dispensing Medicine, Liability Insurance, and Meetings with Supervisors. To access this information, go to [www.psea.org](http://www.psea.org), select Resource Center and then FAQ.

**Governance Issues**—Minutes of the PSEA Board of Directors meetings, information about the twice annual Houses of Delegates, strategic planning, minority involvement policies, briefing
papers and more are available on PSEA Interactive. To access them, go to Members Only https://www.psea.org/membersonly.cfm and select Governance.

**Grants and Awards**—Both PSEA and NEA programs that offer grants or awards are available on PSEA Interactive. To access them, go to www.psea.org, select Resource Center and then Awards and Grants.

**Leader Applications**—PSEA local leaders may access applications designed to facilitate their leadership. In Members Only https://www.psea.org/membersonly.cfm, click on Publications and Officer Utilities to access membership reports, membership renewal, membership update functions and local payment information. Additional applications are being developed continuously to make the job of a local leader easier.

**Leader Online**—Each issue of Leader (the newsletter for local association leaders, including building reps), is posted online under Members Only. The Leader Online is available to all individuals who receive the printed version. To access Leader Online, go to https://www.psea.org/membersonly.cfm and select Publications.

**Legislative Action**—Information and alerts on current legislative issues are posted on PSEA Interactive, as are e-mail links and suggested messages to legislators and your representatives in Congress. To access this information, go to Members Only https://www.psea.org/membersonly.cfm and select Legislative Action.

**Member Update Center**—Your local association members can change their own address and update their e-mail information by going to Members Only https://www.psea.org/membersonly.cfm and selecting Member Info Update Center.

**Presidents Mailbag Online**—Following each PSEA Board of Directors meeting we produce a print and electronic version of Presidents Mailbag. The print version is mailed to local association presidents. The online version is available to both local association presidents and vice-presidents. To access Presidents Mailbag, go to Members Only https://www.psea.org/membersonly.cfm and select Publications.

**PSEA UnionGear**—Show your pride in PSEA by purchasing PSEA UnionGear products, which are all union and/or American made. You also can work through the PSEA UnionGear provider (ELK Promotions) to order customized union- and American-made products for your local association. Go to www.PSEAUnionGear.org.

**Toolkits**—We periodically create electronic toolkits for use by local associations. For instance, an ESEA Toolkit is currently online containing information that local associations can use to communicate with their communities regarding the so-called No Child Left Behind Act. An Act 72 Toolkit will be posted during the fall of 2005. To access the toolkits, go to Members Only https://www.psea.org/membersonly.cfm and select Publications.

**Voice Online**—You can read the current issue of Voice Online and get additional information than is in the printed versions. You also can search back issues. To access Voice Online, go to www.psea.org/voice. You will need to sign onto Members Only to access the stories, but you can search back issues without signing on. Voice Online is available to all members who register for Members Only.
MANUALS

I've Been Back to School — Used as the text for the training session that initiates this community relations program, the manual guides the local through implementation with checklists and examples.

Coffee klatch coordinator's manual — Following a local training session for klatchers, this manual is left with the coordinator. It is a transcript of the training session including both community klatching and internal klatching. Comments from locals which have experienced the programs are added to the margins. Excerpts can be used for newsletters and flyers about the program.

Contribution processing instructions — This manual is designed to instruct the local leader in the mechanics of processing PSEA-PACE contributions.

Health and safety issues in the public schools — The purpose of this manual is to provide an overview of the federal and state laws concerning unsafe or unhealthy conditions in the public schools. Recommendations are included. This manual also contains a section dealing with AIDS concerns.

Induction — A comprehensive guide to developing and implementing an induction program in the local school entity.

Legislators in the Schools — Following program training, this guide is left with local coordinators to help implement school visits by local legislators.

Model Act 178 plan — A prototype of language appropriate to the Pennsylvania Department of Education-required components of a local plan. Includes important considerations in generating your own responses.

Motivating, recruiting, and managing volunteers: PSEA-PACE — This manual is designed to help local leaders understand motivation and use it to develop a winning team of volunteers. It deals with both the recruitment and organizing of a volunteer group.

Operational guidelines for political action — This manual defines the PACE program and contains the Operational Guidelines established by the PSEA-PACE Board of Directors.

Organizing for membership growth — This handbook, prepared by NEA staff, has been prepared to help you develop an effective membership promotion program. Its basic premise is that the goal of a successful membership program must be not only to recruit, but to retain; not only to sell, but to serve and satisfy the members.

Participating in administrator interviews—a resource for PSEA members — Selecting an administrator wisely entails more than being present among those who ask questions during an interview. This guide offers suggestions as to the elements a local should be aware of if they are to be involved.
PSEA school nurse manual — Answers to the most commonly asked questions regarding school nursing in Pennsylvania's public schools.

PSPC: A Primer — Consisting of a folder and overview materials on the new Pennsylvania Professional Standards and Practices Commission, this piece analyzes the impact of the PSPC Code of Practice and Conduct on teachers and includes a look at PSPC advisory responsibilities on educator preparation and certification.

Retirement: an investment in your future — This manual was prepared by the PSEA Government and Agency Relations Staff with the cooperation of PSEA’s Retirement and Welfare Committee to assist members in answering often-asked questions about the Pennsylvania Public School Employees’ Retirement System.

Safe schools—safe communities—we can work it out — The booklet is a resource guide for individuals who work in our schools. While not exhaustive, it does provide a framework for beginning to address violence in schools, districts and communities.

School board elections training manual — This manual, developed by PSEA staff, gives the local leader a nuts and bolts approach to the election of school board members. Specifically, it deals with selecting a candidate, starting the campaign, surveying, targeting, voter contact, and other areas of the election process.

School Code anthology — This provides an explanation of all cases interpreting the teacher tenure provisions of the School Code. Also included in the PRM.

Scope of bargaining — This manual is an issue by issue analysis of all items determined to be covered by either the mandatory scope of bargaining or inherent managerial prerogatives by the PLRB.

Subcontracting — This manual offers suggestions and techniques for dealing with subcontracting.

Sexual harassment manual — This manual covers the subject from definition and possible action to establishing a sexual harassment policy and is complete with legal research.

Treasurer's guide — This manual was prepared by a member task force to provide local association treasurers with a guide to help them develop some financial policies with good bookkeeping procedures.

UEP membership processing — This manual is designed to instruct the local leader in the mechanics of processing UEP membership. It includes definitions of membership types, dues amounts, and forms for processing and payment.

Unemployment compensation manual — This booklet explains how to apply for unemployment compensation. It covers all aspects of the unemployment compensation law.

You're (part of) the equation—parental involvement in education — This booklet is a guide to assist locals and individuals to increase parental involvement both in the school and the home.
**RESEARCH**

**Research Programs Available To Members Through PSEA Field Service Staff**

**Arbitration Award Searches (Labor Relations Press)** — Provides summaries of arbitration awards from previous cases on the same topic. The full text of an award may be available on request.

**Arbitration Testimony** — Preparation and presentation of testimony in grievance arbitration which require research analyses.

**Arbitrator Background Information (Labor Relations Press)** — Provides background biographical information about arbitrators as well as statistical information about the number of awards they have issued favoring management or the union and summaries of their awards.

**Average Salaries Paid** — Analyzes all salaries paid to professional staff Pennsylvania both on an aggregate and individual basis.

**Bargaining Support** — Preparation of analyses generally requested by field staff for locals not settled late in August as well as assistance in the use of the Collective Bargaining System to aid field staff in preparation for bargaining.

**Bargaining Unit Listing** — Contains the names, years of service and education of all bargaining unit members as reported by the District to the Department of Education.

**Budget Analysis** — Provides information relative to school district's revenue, expenditures, and financial condition for use in factfinding and interest arbitration under specific and unique local circumstances as is needed.

**Collective Bargaining, Interest Arbitration, and Factfindings** — Preparation and presentation of analyses designed to buttress the economic case of local associations.

**Contract Clauses** — Provides language samples for clauses that have been negotiated between local school boards and associations.

**Cost-of-Living Analyses** — Provides up-to-date information on the impact of the cost-of-living on teacher salaries.

**Demographic Profile and Parameter Listings** — Provides up-to-date information relative to the demographics of school districts in Pennsylvania on the Collective Bargaining System. Includes comparison of such data as spending per pupil on different budget accounts; percent of poverty pupils, percent of statewide number of pupils, number of teachers, pupil teacher ratio, etc.

**Enrollment Studies and Projections** — Provides enrollment projection data to deal with the impact of reduction in force associated with declining enrollment.

**Employee Benefit Analyses** — Provides consulting services on employee fringe benefit and health care issues.
**Injunction Hearings** — Preparation and presentation of testimony relative to subsidy loss and salary savings due to a work stoppage.

**Living Wage** – Provides information about localized living wage levels for ESP members.

**Salary Schedule Design** — Provides staff and local negotiators with salary schedules for use in negotiations. Schedules are designed to meet the parameters established by the local team and/or membership. All schedules are fully costed and can be provided with percentage and dollar increases on each step.

**Salary Schedules** — Analyzes the relative financial condition of the membership compared to other salary schedules of teachers and other professions.

**School Finance** — Acquaints local association leaders with the system for financing education in Pennsylvania and possible impact on collective bargaining.

**Subcontracting** -- Provides cost analysis from ESP locals who are threatened by districts desire to subcontract their members work.

**Negotiations Needs Survey** — Helps local associations determine their priorities for bargaining.
PSEA TRAINING PROGRAMS

PSEA financially assists in the delivery of specific training packages. For information, contact your UniServ representative or region leadership.

1. COMMUNICATIONS

I've Been Back to School A joint responsibility of the Communications, Education Services, and Government Relations divisions, this program opens school and classroom doors to the community leaders who have the ability to change attitudes toward public education and teachers. Training lasts one and one-half to two hours and results in a fully developed local strategy with all tasks delegated.

Community conversations This training program was developed to help teachers meet with the public in small groups to discuss important educational issues.

Community action Training in the analysis, planning, implementation, and evaluation of programs designed to bring about voluntary support from community groups for the objectives outlined by the local.

Crisis communications PSEA stresses avoidance of crises through ongoing communications programs with a local's three major audiences (members, community, and media). To make the most effective use of this training, it should be scheduled a full year before entering negotiations. In the event of an unforeseen crisis, communications staff will provide damage control training in whatever timeframe is available to the local.

Member conversations Turning the external coffee klatching model inward is designed to break local apathy and open a healthy dialogue among members and between members and leaders which produces unity. This program is especially helpful during bargaining years.

Internal communication systems This session moves from the general to the specific as local leaders learn to choose appropriate vehicles in the creation of a locally effective system of two-way communication with members.

Media relations: a long-range program This in-depth training explains the daily operations of each type of medium—newspapers, television, and radio. It focuses on the news conference as a communications tool and includes how to prepare, tips for dealing with media, and personal composure in the spotlight.

Media relations: for quick results This one hour training program is designed to get your local and leaders into the news immediately. It focuses on the "hot" issues of interest to the media at the time of the training session. Training includes video tips on being interviewed, what to say, how to say it, and what not to say.
PSEA is dedicated to assisting its members in all aspects of their careers including their standard of living, their work environments and their professional growth and development. While the association supports its members in many ways, it ultimately falls to the individuals to determine their professional needs and to engage in those activities that maximize their professional effectiveness. The standards members apply to their performance reflect the commitment they have for their profession. The Professional Learning Exchange, the professional arm of PSEA, presents multiple opportunities for members to seek their personal best in their work. This catalog focuses on many of these opportunities.

**Assisting in the Classroom and Learning Community**

The Professional Learning Exchange supports quality teaching by providing expert training in areas that increase and expand knowledge and skill capacities. Student assessment, inclusion, community relations and diverse learning styles are just a few of the myriad training opportunities that have been offered to members through PLE in the past.

**Focusing on Best Practice**

The Exchange provides a rich and extensive library of materials and training opportunities through its publications and printed information, member-to-member training opportunities, staff presentations, and commercially prepared course work. The materials and the topics are timely, appropriate to need and driven by research and best practice.

**Clarifying Beliefs about Teaching and Learning**

The Professional Learning Exchange is intended to foster respect and commitment to career-long learning and skill building that come from reflection and pride in one’s work. Through its various activities, PLE provides members opportunities to share their expertise and knowledge about teaching and learning, to engage in presentation forums that focus on professional practices relevant to student achievement and to study and research information that benefits their work and supports their personal professional development goals.

**PSEA Interactive**, the Associations’ web site will allow you to connect you to many of the services available through the Professional Learning Exchange, Articles, the Hard Copy list, information about training opportunities and ongoing professional policy developments will soon be electronically transmitted through the Internet. As its technology capacity grows, PSEA anticipates more sophisticated and interactive computerized activity between members and the Professional Learning Exchange. You can access PSEA Interactive, our home page on the World Wide Web, at [http://www.psea.org](http://www.psea.org).
For further information about any of the services mentioned in this brochure or to offer suggestions about how the Professional Learning Exchange can support your particular professional needs, call 1-800-944-7732 or write to PLE, 400 North Third Street, Harrisburg, PA 17105-1724, Attn: Production. PSEA’s Professional Learning Exchange is organized and run by the Education Services Division.

The **Professional Learning Exchange** takes many forms, and covers a range of issues. One of its most basic services is the **Direct Learning** program.

**Direct Learning** helps members reach out to others in the community and in their specialty field. **Direct Learning** activities provide the opportunity to share ideas and expertise with colleagues and grow professionally by continuing to engage in development programs designed to be practical and rigorous. **Direct Learning** includes ongoing member-to-member training cadres for professional development, staff presentations, the education partners program and the education conference held yearly.

**Member-to-member cadres** are comprised of members like you who are selected for this distinctive leadership role. Cadre programs are available to all members and make excellent in-service and professional development activities for schools, districts and parent and community groups. Each year the **Professional Learning Exchange** sponsors timely and relevant cadre training programs designed to focus members on critical professional issues.

In addition to the training cadres, the Exchange offers individual presentations by PSEA staff that are designed to train, inform or advise members on a variety of topics including educational reform activities from the state and federal levels. Continuing educational development, charter schools, inclusion and new teacher orientation are just a few of the **staff presentation programs** available to members.

The **Education Partners Program** gives members the opportunity to take advantage of commercial training workshops and seminars that are approved by the PSEA Board of Directors and which meet the standards of excellence of the Exchange. Lee Canter and Associates offers training workshops on such issues as the successful handling of disruptive students, working cooperatively and collaboratively with parents, high performance teaching and inclusion. Performance Learning Systems is another education partner that furnishes training in areas like student motivation, teaching skills for the 21st century, coaching skills for mentors, student self-esteem, and understanding and working successfully with diverse learning styles.

Each region will have the opportunity to offer its own **Educational Workshop**. This workshop can be conducted in any one of five formats. Contact Education Services at 1-800-944-7732 for more information.

**Consultation Service** is another key component of the PLE. Members who need help in understanding professional issues like certification and its qualifications, inclusion, induction and professional discipline procedures, will want to take advantage of this service. In addition to staff, PSEA committee members are also an excellent resource for information. Among the committees involved are the Department of Administration and Supervision, the Council on Instruction and Professional Development, the State
Training

Committee for Student Programs, the Department of Pupil Services, the Intergroup Relations Commission and the Vocational and Practical Arts Educators. Contacting committee members for assistance is facilitated by the Education Services staff.

Finally, **Hard Copy** materials give members and others the opportunity to read and research subjects of interest to the practicing professional and the concerned parent. Twice a year, Voice publishes the titles of **Hard Copy** materials which are available for the asking. The publications include such topics as student assessment, curriculum planning and development, group and scheduling classes, family involvement in education, safe schools, discipline, school-to-work, technology, general pedagogy, specially designed instruction and special education, mandated professional development issues, site-based decision making, Pennsylvania professional practices and its code of ethics and strategic planning. **Hard Copy** helps members maintain currency on issues relevant to the workplace and to the profession in general.

### 3. LEADERSHIP TRAINING

**Advocacy for local leaders**  A how to for faculty reps and local leaders who must represent a member in a meeting with an administrator. Includes legal basis for the right to representation then moves on to what to do, what to watch for, how to advise the member, and how to close and follow up on the meeting. Can include role playing such a meeting.

**Association Awareness** The PSEA staff Awareness Program is designed to answer the question: "What do I get for my dues?" Scheduled for late afternoon and early evening, it is suggested that the program include a dinner break. PSEA will reimburse each local one-half of the dinner cost for each member with a $10 maximum (Menu Program).

**DARE—Developing Association Regional Excellence** This program is designed to increase minority involvement at the local association level. It also can be used to expand minority involvement at region and state levels in support of the Association’s commitment to NEA Bylaws 3-1-(g).

**Association representative training** This program is designed to acquaint association representatives with their primary roles in the local association. Additionally, these local association representatives are introduced to the history and programs of PSEA.

**Grievance training** This is designed for the introductory training of grievance representatives and local association presidents. Trainees receive a handbook on grievance processing and are trained in the basics of grievance processing. The program lasts approximately three hours.

**Health and Safety Issues** This program currently consists of eight sections addressing different health and safety concerns which may arise in school work environments. The sections include member rights under the Asbestos Hazard Emergency Response Act, indoor air quality, lead poisoning in the drinking water, office safety, radon measurements in schools, video display terminal safety, and a member's guide to workers' compensation.
Making the right choices  Decision making and problem solving for local leaders, including all officers. A practical, situation based workshop to teach leaders inclusive leadership skills and the necessity for careful decision making to the health of their locals. Touches on causes and solutions to apathy, how to spot political trouble, and planning for local success.

New leader training  This two-hour program for new local association leaders (officers and committee chairs) is designed to briefly introduce leaders to the basic components of leadership skills, planning, and local program development.

Presidents' training  Meetings conducted by field staff within the region/cluster system teach presidents how use of the PRM can promote the effective use of staff services, encourage local self sufficiency, increase knowledge and use of Association services, speed service to members, and enhance leadership credibility, competence, and confidence.

Sexual harassment  An awareness program to help local leaders and/or members deal with sexual harassment in the work place. The length of the presentation can be adjusted, but is most complete at 2½ hours including video, overhead transparencies, small group exercises, and the development of local policies. Contact UniServ reps who will make arrangements with region attorneys.

4. MEMBERSHIP

Membership: the strength of the Association  Provided to local membership coordinators and local presidents, this 3-4 hour workshop prepares locals to recruit and retain members for the purpose of bargaining unit solidarity. Locals leave with a plan designed for their circumstances.

Treasurers' Guide  This manual was prepared by a member task force to provide local association treasurers with a guide to help them develop sound financial policies with good bookkeeping procedures. Initial distribution took place in December 1982 with requests for additional copies filled upon demand.

At this time, a group of knowledgeable local association treasurers is being sought to provide regional training programs for locals requesting such. Locals requesting training should contact the PSEA Treasurer.

Membership processing  This training guide is designed to instruct the reader in the mechanics of processing membership. Two copies of the booklet are mailed to local association presidents during early August. A representative from the PSEA Financial Management Division is available to lead a group discussion of the Membership Processing System.

5. NEGOTIATIONS TRAINING

The BOOK  The "BOOK" is an artfully prepared presentation of the Association's bargaining proposal. It includes supportive documentation arranged to convey the most positive image to the school board. Much of the contents of the "BOOK" such as
Training

financial data; salary, tax, demographic, and economic comparisons are available from PSEA research. This workshop provides instruction for bargaining locals on the preparation and presentation of the "BOOK" in bargaining. Arrangements for this session may be made through the UniServ offices. Length: approximately two hours.

**Health Care Awareness** This one-hour program covers the administrative aspects of the health care system and discusses the reasons for the rising cost of health care. It consists of a presentation of a series of transparencies designed to stimulate discussion. It can be tailored to discuss strategies for cost containment in bargaining. Contact UniServ.

**Negotiations primer** This is designed to introduce inexperienced members to the basic elements of the bargaining process. It deals primarily with the history of collective bargaining in Pennsylvania, the basics of Act 195 and Act 88, and how bargaining works for locals. It lasts about two hours. It is not for experienced negotiators or leaders.

**Success Depends on Us** The successful experiences of locals throughout the state have been analyzed and compiled into a two and one half-hour presentation guaranteed to bring about success based on a systematic approach to preparing for bargaining. Success has many definitions. If you want a more knowledgeable membership actively involved in the negotiations process, then this session is for you.

**Surviving the Strike** The purpose of this program is to alert local leaders and members about the emotional consequences of a strike before that point is reached.

**6. POLITICAL ACTION**

**Legislator school visitation program** This one half-hour presentation explains the purpose and mechanics of a program designed to get state legislators into the schools. Appropriate for cluster, coordinating council, or region meetings.

**PACE contribution processing** This training guide is designed to instruct the reader in the mechanics of processing PACE contributions. Two copies of the booklet are mailed to local association presidents during early August. A representative from the PSEA Financial Management Division is available to lead a group discussion of the UEP Membership Processing System.

**School board elections training manual** This program was developed by PSEA staff to give the local leader a nuts and bolts approach to the election of school board members. Specifically, it deals with selecting a candidate and building the candidate's campaign.

**PACE How To** This tape explains how PSEA members may contribute to PSEA-PACE. The mechanics of contributions processing, record keeping, transmittals, etc. are discussed. This tape uses state of the art graphics and video techniques in an approximate eight minute presentation. It is a must-see for anyone responsible for collecting and handling PACE contributions. Available from GAR and each field office.

**PACE Motivational** This tape explains why PACE is important to members. The tape uses the latest in state of the art graphics and video techniques to explain the importance of PSEA-PACE. It should be presented to members at the first membership meeting of
the year or at the time of the kickoff for your PACE Fund Drive. It lasts approximately 13 minutes. Available from GAR and each field office.

7. **RETIREMENT**

**Pre-Retirement Seminars** Teachers are beginning to understand the importance of planning for their retirement years. Recognizing the need for pre-retirement planning, the Retirement and Welfare Committee provides a Region Pre-retirement Seminar which includes: Adjusting to Transition, PSEA-Retired, Personal Estate Planning, Social Security/Medicare, Retirement Option Choices and Financial Planning. It is not necessary to limit this program for members ready to retire. Retirement planning is a good idea for everybody. For more information, contact your UniServ representative.

**Region Retirement Workshops** This program is designed to acquaint the prospective retiree with their pension program and benefit options. The program covers the necessary information needed to make informed decisions regarding your retirement years. Membership, Purchase of Service, Retirement Incentives, Option Choices and the Tax Impact on your Retirement Decisions will be discussed. A comprehensive retirement workshop conducted by PSEA staff is held in each region at least once a year. A call to your region field office will get you more information on this subject. This workshop is designed primarily for those people within five years of retirement.

**NEA TRAINING PROGRAMS**

**The advocate** The training of faculty or building representatives, given the dimensions of their responsibilities, is necessarily multi-faceted. This program attempts to address basically three aspects of those responsibilities:
1. The enlisting of non-joiners as members.
2. The handling of member complaints.
3. The resolution of situations negatively impacting a faculty.

A major portion of the training involves the trainees in working with a set of verbal skills which will enhance their efforts in both the enlistment of non-joiners and the handling of member complaints. The final segment of training introduces the participants to the use of issue organizing as a technique for generating action around situations within their buildings for the purpose of both resolving the situation and strengthening the organization.

**The faculty representative: A promoter and maintainer of membership** This training program is designed to provide basic training in membership promotion and enrollment for all faculty representatives of NEA affiliates.

Its purpose is to show faculty representatives how to prepare materials and strategies for enrolling members—particularly long-term holdouts—and to offer them practice in how to approach nonmembers.

The program may be trained by a single state or UniServ staff person, or an association leader who is responsible for the membership campaign.
Training

**Grievance processing**  This "Grievance Processing" training program is designed for grievance representatives of local associations.

The program's principle objectives are to prepare grievance representatives for their new responsibilities by giving them:

- Practice in resolving problems that arise in serving as teacher advocates.
- Practice in analyzing grievances based upon their own contracts.
- Exposure to typical contract violations they can expect to encounter as grievance representatives.
- Insight into how people may err in their perceptions of events or incidents.
- Practice in the development of advocacy positions.
- Experience in the art of converting complaints into grievances.

**The higher education advocate**  "The Higher Education Advocate" seminar for faculty representatives is a program designed to meet the needs of higher education local associations in the development of association leadership. It is based on methods and strategies which have proven successful in other training programs.

The program reflects the particular concerns of higher education association leaders who carry on the day-to-day work of organizing and serving the members of the National Education Association. The seminar is particularly designed to assist in membership promotion campaigns and grievance processing.

**Interview skills**  As the United Education Profession has grown over the past several years, the numbers of both professional and support staff persons have increased.

Association leaders are finding they are more and more involved in the processes and procedures related to the screening and interviewing of candidates for these most important positions. A good interview will skillfully identify appropriate and necessary information regarding both the candidate and the position.

The Interview Skill program is designed as a preparatory experience for persons who will be interviewing such candidates for Association positions.

Particular attention is focused, during the training, on potential discriminatory behaviors, questions or statements that could leave the candidate and the Association open to legal charges and subject to considerable personal and organizational embarrassment.

**Issue organizing**  There are basically three ways to build strong local associations. One way is through the providing of services to the members; a second way is by building active, ongoing programs with which members can identify and participate; and the third is by organizing around issues, the subject of this program.

The program introduces participants to the utility of issue organizing as a viable technique for building the organization while resolving issues and ultimately problems that are negatively impacting the members.

It is recommended that this program be utilized selectively in situations where there is ready potential for the use of confrontation tactics.
Issue organizing in higher education  "Issue Organizing in Higher Education" is a training program for higher education local association presidents.

The objective of this program is to create an understanding and awareness of the following concepts in organizing:
- Use of organizing to build the association.
- Use of conflict in organizing.
- How and when to use this method of organizing.
- Identification and use of leaders.
- Introduction to organizing tactics.
- Steps in organizing.
- Planning process in organizing.

Personal leadership skills, women's leadership training  Personal Leadership Skills has three major skills objectives: value development skills, decision-making skills, and program development skills. Value development skills help leaders decide what is really important to them, enabling them to measure how one value compares with others in terms of priorities. Decision-making skills are used by leaders to quantify different courses of action in order to make significant decisions which reflect their values. Once leaders have made such decisions, they employ program development skills and develop programs of steps to reach the goals or decisions that they have made.

Personal Leadership Skills training was developed for the entry level leader in the Association. However, such training would be beneficial for those within leadership roles who wish to strengthen their skills in making decisions and/or planning action strategies. Most women and many ethnic minority people have not had the opportunity to acquire the systematic processes of decision-making and program development. Decisions have been made for them and values have been imposed upon them. Personal Leadership Skills training seeks to counteract this lack of opportunity.

This program is available through selected state associations. Additional information is available on request.

Group process skills, women's leadership training  Group Process Skills are composed of three major skills objectives: responsive leadership skills, inclusive leadership skills, and initiative leadership skills. Responsive leadership skills are used by leaders to gather exclusive input from individual members. These skills enable leaders to explore what issues are important to their members. Inclusive leadership skills are used by leaders to develop inclusive goals for the Association. The leader shapes the members’ exclusive input within common themes of other members’ concerns. Once the leader can represent the members inclusively, then she can employ initiative leadership skills. Leaders develop programs of steps for others to use as well as providing management skills to ensure the attainment of the program.

Group Process Skills training was developed for the Association's governance. However, the training would be beneficial for any Association member considering a leadership responsibility. Most women and many ethnic minority people have not had the opportunity to acquire the systematic programs of inclusive leadership. Decisions have been made for them. Values have been imposed on them and programs have been forced on them. Group process skills seeks to
Training

counteract this lack of opportunity. With training, leadership will include the members in decisions and members' values and programs will be addressed by the leaders.

This program is available to selected state associations. Additional information is available on request.

**Leadership development program for women**  The Leadership Development Program for Women is designed to strengthen the leadership and management skills of women members of the United Education Profession in order to maximize the use of talented women in the leadership, political, and staff positions of the Association.

The development of this training program has been based on three assumptions:
1. Women are sometimes excluded from significant association leadership and management positions.
2. There is an untapped resource in women in the Association which could contribute to the achievement of NEA, state, and local association goals.
3. Women who possess leadership skills frequently do not realize their potential due to the lack of opportunities for development and growth.

This is available through your state association as all states have cadres trained to deliver this program.

**Media relations**  In an age of electronic and print media, the public's views on all subjects are increasingly being shaped by what they see or hear on TV and radio, or what they read in newspapers or periodicals. If the Association is desirous of generating interest and support for teacher concerns and issues, leaders who own the responsibility for getting the Association's message across in the various media need to possess the skills and strategies for doing so.

This training program is designed to introduce the leaders to a set of communications skills and strategies for focusing the media's attention on the message the Association wants to communicate. Participants in the program will become familiar with these skills and in the course of the training, will have an opportunity to practice using the skills in media interview simulations or role plays.

**Parliamentary procedure**  All associations need to consider the views of all of their members—or their elected representatives—in making association decisions. Such decisions usually are made in formal, organized meetings (membership meetings or Representative Assemblies) where parliamentary law is observed and knowledge of parliamentary procedure is necessary for all participants.

The program is designed to assist the members of the NEA's local and state affiliates in learning how to feel comfortable and confident as participants in association meetings of any and all sizes.

This program is based upon *Robert's Rules of Order, Newly Revised*, which has been adopted by the National Education Association as the parliamentary authority used to govern all of its official meetings. It may be self-administered by individuals or used by groups in workshops.
**Program development** Strong and relevant association programs at the local level benefit both the members and the organization. This training package suggests that the development, implementation and evaluation of local programs need to be done in a way that ensures programs will be both ongoing and on-target in addressing both member and organizational needs.

The activities in the training involve the participants in an examination of the need for local programs and their associations’ current practices in developing, implementing and evaluating programs. Further, the package introduces the trainees to a model development cycle and planning system.

This package has special utility for locals which have yet to establish an ongoing program or are looking to improve their current procedures.

**Thinking organizationally** The need for clearly thought out organizational decisions is crucial to the continued strength and health of the association. This training program attempts to address that need.

The training process, through the use of case study, involves the trainee in an examination of alternative courses of action in situations that have the potential of generating negative reactions either internally and/or externally to the association. As they work through problems, participants will be asked to select among action alternatives, formulate predicted internal and external reactions, and to plan how they would deal with those reactions when they occur.

The training of this program would be most appropriate in situations where the association is soon to be faced with a "hard" decision that will likely generate the kind of internal or external reactions described above.

**Verbal skills in negotiations** "Verbal Skills in Negotiations" is a programmed learning system which is designed to enhance the effectiveness of the teacher negotiator in the collective bargaining encounter. The program develops a level of proficiency in the use of nine clearly defined verbal skills which gives the negotiator the ability and the confidence to function effectively and persuasively in contract negotiations. Optimum group for this one-day session is six.

"The vital link" The Vital Link training program is designed to strengthen the leadership skills of the leader at the building level. That leader can be a faculty representative, a committee chairperson, a grievance representative or a person who has demonstrated a willingness to organize and actively represent the association in his/her building.

The program helps the faculty leader understand the importance of the local, state, and national associations; assists the faculty leader in defining his/her role and in being an effective and assertive leader who knows how to plan and organize in a building.

**OTHER TRAINING AVAILABLE**

During the year, several other training programs are presented by PSEA at the local, region, and state levels.
Training

During the end of July or early August of each year, a large and very comprehensive Summer Leadership Conference is held on the campus of Gettysburg College. This week-long training session covers all aspects of running a local association, including communications, grievance processing, and political action training, and professional development as well as specific training for leaders and negotiators.

For more information about the Summer Leadership Conference, contact your region field office.

At several other times during the year, regions plan workshops through their leadership development committees. These range from afternoon workshops to more extensive weekend sessions.
# PSEA Member Benefits Programs

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<thead>
<tr>
<th>Product/Service</th>
<th>Marketer/Administrator</th>
<th>Product Description</th>
<th>Contact #</th>
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| AUTO DISCOUNT PROGRAM | ♦ Freysinger Pontiac, Buick/GMC (Mechanicsburg)  
♦ Freysinger Mazda-Hyundai (Mechanicsburg)  
♦ Straub Chrysler Jeep (Bethlehem)  
♦ Dick Milham Ford-Toyota-Saab (Easton)  
♦ Kenny Ross Chevrolet (Irwin)  
♦ Kenny Ross Chevrolet-Buick (Zelienople)  
♦ Kenny Ross Chevrolet-Olds-Cadillac (Somerset)  
♦ Kenny Ross Ford South (Castle Shannon)  
♦ Kenny Ross Ford (Adamsburg)  
♦ Bob Fisher Chevrolet (Reading)  
♦ Hoover Chevrolet-Olds (Wernersville)  
♦ Berger Family Dealerships (Hazleton)  
♦ Grove City Auto Mall (Grove City)  
♦ P&W Subaru (Pittsburgh) | ♦ Pay the lesser of either $100 over manufacturer’s invoice or the lowest price offered at the participating dealership.  
♦ Free PA State Inspection as long as you own your vehicle and the dealership participates in the program.  
♦ Receive a 15% discount from published labor and parts prices for any service performed by the participating dealership.  
♦ If the vehicle is covered by a manufacturer’s promotional program, you will still be eligible to receive the manufacturer’s rebate or other incentive in addition to the PSEA value price. | 1-877-504-4488 |
| AUTO INSURANCE        | AIG                                                              | ♦ 14% discount for PSEA members  
♦ Free emergency road service and medical assistance  
♦ Free identify theft restoration coverage  
♦ $250 deductible waiver for losses while traveling on PSEA business  
♦ $250 deductible waiver for losses occurring on school property due to vandalism  
♦ Claims-free discount | 1-800-328-6830 Extension 1196 |
|                       | NEA/California Casualty                                          | ♦ Convenient payment plans and special rates for NEA members.  
♦ Deductible waived for vandalism to vehicle while on school property or within 500 feet  
♦ If any belongings are stolen from your car – whether it’s locked or not – you’re covered for up to $500.  
♦ Ask about the new “Portable Persistency Discount” and other special discounts for mature drivers, good students and multi-cars | 1-866-680-5142 |
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<thead>
<tr>
<th>Member Benefits</th>
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<tr>
<td><strong>Save up to 10% on each policy by insuring both auto and home owners insurance</strong></td>
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<td><strong>24-hour emergency claims service</strong></td>
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<td><strong>24-hour emergency claims service</strong></td>
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<td><strong>Offers Ford and other fine vehicles</strong></td>
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<td><strong>Over 1,900 convenient U.S. locations</strong></td>
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<td><strong>Over 5,100 international locations</strong></td>
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<td><strong>No charge for additional spouse driver</strong></td>
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<td><strong>Special rates for NEA members and their families</strong></td>
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<td><strong>Offers quality GM cars</strong></td>
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<td><strong>Over 400 convenient U.S. locations</strong></td>
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<td><strong>More than 1,000 international locations</strong></td>
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<td><strong>No charge for an additional driver</strong></td>
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<td><strong>Always use your NEA member discount ID# 613575.</strong></td>
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<td><strong>10% discount on equipment and accessories</strong></td>
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<td><strong>13% monthly discount on calling plans costing $39.99 or more per month</strong></td>
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<td><strong>No activation charge on a 2 year contract</strong></td>
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<tr>
<td><strong>Go to the PSEA website and visit the Verizon Wireless extranet for exclusive offers</strong></td>
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<td><strong>Now featuring the Everyday Rewards cash-back Visa 4% off gas purchases 3% off cinema 2% off on groceries and dining 1% on everything else Chosen as 1 of top 3 cash-back cards by Kiplinger’s Magazine Other cards include Air Miles and low APR Platinum All cards carry No Annual Fee</strong></td>
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<td><strong>Cash, travel and merchandise rewards 0% introductory rate for cash advance checks and balance transfers for the first 12 months Competitive variable rate One reward point for every purchase dollar you spend</strong></td>
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<tr>
<th>CAR RENTALS</th>
<th>NEA/Hertz</th>
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<tr>
<td>Nea members and their families</td>
<td>1-800-654-2200</td>
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<tr>
<th>CELLULAR TELEPHONE</th>
<th>Verizon Wireless</th>
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<tr>
<td>Nea members and their families</td>
<td>1-888-535-7656 (shop by phone) 1-877-504-4488 opt. 5 (activate monthly discount)</td>
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<tr>
<th>CREDIT CARD</th>
<th>National City Bank</th>
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<tr>
<td>Nea members and their families</td>
<td>1-888-622-8434</td>
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<tr>
<th>CREDIT CARD</th>
<th>NEA/MBNA</th>
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<tr>
<td>Nea members and their families</td>
<td>1-877-721-9398</td>
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</tbody>
</table>
| DISABILITY INCOME PROTECTION PLAN | Colburn Insurance/AIG | Eligibility – PSEA member, under age 60, actively at work at least 30 hours per week  
| ♦ Benefit periods offered to age 65—24 month and 12 month  
| ♦ Waiting periods offered—60, 90, 180, or 365 days  
| ♦ Maximum monthly benefit-- $5,000 according to occupation  
<p>| ♦ Eligible for waiver of premium after collecting 3 months of disability |
| Benefits | 1-800-327-1550 |</p>
<table>
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<tr>
<th>Product/Service</th>
<th>Marketer/Administrator</th>
<th>Product Description</th>
<th>Contact #</th>
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| **FINANCIAL EDUCATION WORKSHOPS**       | NEA/American Fidelity                          | ♦ Income protection benefits for two years or to age 67  
♦ Choice of income to be protected in $100 increments, up to 2/3 of annual salary or $6,000, whichever is less  
♦ Choice of four waiting period options  
♦ Minimum monthly benefit of $100 or 25% of benefit purchased                                                                                                                                                                                                                                      | 1-888-461-1612      |
| **FLEXIBLE SPENDING ACCOUNTS**          | Financial Education Services, Inc.             | ♦ Financial education workshops available for local association or region members for after school, early evening or weekend formats  
♦ Specialized workshops for pre-retirees transitioning into retirement including PSERS pension lump sum rollover and income options  
♦ Complete guide to running a workshop, with topics available through your local association president, UniServ representative, or Member Benefits board member                                                                                                                                                     | 1-877-504-4488      |
| **GOLD CERTIFICATE CD**                 | NEA/MBNA                                       | ♦ Choice of investment terms from 6 months to five years  
♦ FDIC insured up to the maximum amount allowed by law  
♦ $1,000 minimum opening deposit  
♦ Competitive rates (among the highest in the nation)  
♦ Interest compounded daily and posted to account monthly                                                                                                                                                                                                                                           | 1-800-348-4632      |
| **HOMEOVERS’ INSURANCE**                | AIG                                            | ♦ Reduced rates for PSEA members  
♦ 10% discount for insuring both auto and home  
♦ Deductible reduced $250 after 3 claims-free years  
♦ Personal property coverage used to non-profit activities  
♦ $500 coverage for fundraising cash or goods  
♦ Liability coverage for children who perform odd jobs                                                                                                                                                                                                                                               | 1-800-422-8830 Ext. 1196 |
| **NEA/California Casualty**             |                                               | ♦ Convenient payment plans and special rates for NEA/PSEA members  
♦ Includes coverage of up to $3,000 for your own educational equipment and materials when used on school premises or in school activities off campus  
♦ Discounts on new built or renovated homes, 55+ and retired, non-smoker and fire, and burglary safety devices Save up to 10% on each policy by insuring both auto and home owners Insurance                                                                                                                                                        | 1-866-680-5142      |
<table>
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<th>Product/Service</th>
<th>Marketer/Administrator</th>
<th>Product Description</th>
<th>Contact #</th>
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| Member Benefits | **NEA/Horace Mann Insurance Company** | ♦ Home and personal property protection that offers fire and broader coverage at competitive rates  
♦ Individually tailored plans  
♦ Expanded educational property protection  
♦ New home discounts  
♦ Mortgage disaster benefits | 1-800-999-1030 |
| INVESTMENT & RETIREMENT PLANNING | **Kades-Margolis Corporation/Kades-Margolis Capital/Security Benefit Group Symetra Financial** | ♦ Personal consultations with a financial advisor  
♦ Hundreds of investment choices from mutual fund managers such as: American Funds, Aim, Franklin Templeton, Oppenheimer and many more  
♦ Understanding your PSERS benefits and PSERS rollover options  
♦ Tax sheltered accounts (TSA), Roth & Traditional IRAs, PSERS Rollovers, and more  
♦ Customized recommendations designed around member’s needs and risk tolerance | 1-800-433-1828 ext. 0 |
| | | ♦ A flexible 403(b)/457(b) mutual fund program  
♦ Over 400 mutual funds from 17 fund families, with the unique ability to move money either within or between the fund families  
♦ Hundreds of investment options from respected mutual fund managers such as American Funds, Franklin, Oppenheimer and more  
♦ Consolidated statement  
♦ Loan provision within the 403(b) program  
♦ Exclusively marketed through Kades-Margolis Corporation | 1-800-433-1828 Ext. 2 |
| | | ♦ TSA, Roth TSA, 457(b), IRA and Roth IRA  
♦ Mutual funds, fixed and variable annuity investments from world respected money managers  
♦ Loan provision within the 403(b) program  
♦ Exclusively marketed through Kades-Margolis Corporation | 1-800-433-1828 Ext. 2 |
| | | ♦ Variable annuity that features seven recognized fund families and more than 40 funds, as well as a fixed account  
♦ Low fees  
♦ Reasonable surrender charge period  
• Exclusively marketed through Kades-Margolis Corporation | 1-800-433-1828 Ext. 2 |
<table>
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<tr>
<th>LIFE INSURANCE PROGRAMS</th>
<th>NEA/Prudential</th>
<th>AD&amp;D INSURANCE PLANS</th>
<th>1-800-523-5877</th>
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<tr>
<td></td>
<td></td>
<td>♦ Coverage levels of $250,000, $500,000, $750,000 and $1,000,000</td>
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<tr>
<td></td>
<td></td>
<td>♦ Available only online; web-only rates as low as $13.95/month</td>
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<td>♦ Acceptance guaranteed for all eligible members up to age 70</td>
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<td>♦ No medical exam, no health questions, and rates won’t ever increase due to age or health</td>
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<tr>
<td>DUES TAB</td>
<td>NEA/Prudential</td>
<td>♦ Offers free life and AD&amp;D insurance to active, reserve and staff members</td>
<td>1-800-637-4636</td>
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<tr>
<td></td>
<td></td>
<td>♦ Provides four levels of coverage:</td>
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<tr>
<td></td>
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<td>• up to $1,000 of term life insurance</td>
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<td></td>
<td>• up to $5,000 of AD&amp;D coverage</td>
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<td></td>
<td></td>
<td>• up to $50,000 of AD&amp;D insurance for any covered accident that occurs while on the job</td>
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<td>• up to $150,000 of life insurance for unlawful homicide while on the job</td>
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<tr>
<td>GROUP TERM LIFE INSURANCE</td>
<td>NEA/Prudential</td>
<td>♦ Decreasing term life insurance</td>
<td>1-800-523-5877</td>
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<tr>
<td></td>
<td></td>
<td>♦ Low monthly premiums at group discounted rates</td>
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<tr>
<td></td>
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<td>♦ Flexible coverage levels from $25,000 to $300,000</td>
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<td></td>
<td></td>
<td>♦ Benefits remain level until age 70</td>
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<td></td>
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<td>♦ Optional spouse/domestic partner and dependent children coverage</td>
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<tr>
<td>GUARANTEED ISSUE LIFE PLAN</td>
<td>NEA/Prudential</td>
<td>♦ Guaranteed coverage for members age 50 or older No medical examination required, no health questions asked Reduced benefits during first three years of coverage</td>
<td>1-800-523-5877</td>
</tr>
<tr>
<td>LEVEL PREMIUM TERM LIFE INSURANCE</td>
<td>NEA/Prudential</td>
<td>♦ Offers $50,000 or $100,000 of term life insurance coverage with a Premium that does not increase for the duration of your term</td>
<td>1-800-523-5877</td>
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<tr>
<td></td>
<td></td>
<td>♦ Available to members and spouses</td>
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<td></td>
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<td>♦ Premium is based on member’s age at time of issue</td>
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<td></td>
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<td>♦ Flexible payment options; no medical examination required</td>
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<tr>
<td>PREFERRED TERM LIFE INSURANCE</td>
<td>NEA/Minnesota Life</td>
<td>♦ Exclusive rates for NEA members and spouses of insured members</td>
<td>1-877-814-4350</td>
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<td></td>
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<td>♦ Choose up to $750,000 of coverage for 10, 15, or 20 year terms</td>
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<td>♦ Benefits do not decrease with age or changes to your health</td>
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<tr>
<td>LINE OF CREDIT</td>
<td>NEA/MBNA</td>
<td>♦ Available to all members and their families</td>
<td>1-800-822-7632</td>
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<tr>
<td></td>
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<td>♦ Borrow from $500 to $25,000</td>
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<td>♦ No annual fee and no collateral required</td>
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<td>♦ Competitive annual percentage rate</td>
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<td></td>
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<td>♦ Free personalized checks to access funds easily</td>
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<tr>
<td>Product/Service</td>
<td>Marketer/Administrator</td>
<td>Product Description</td>
<td>Contact #</td>
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| LONG-TERM CARE INSURANCE        | Colburn Insurance/UNUM            | ♦ Available to PSEA members, their family and extended family  
♦ Tax qualified reimbursement and indemnity plans  
♦ Daily benefit -- $30-$300  
♦ Professional home and community care and total choice home care at 50%, 75% or 100%  
♦ Choice of elimination periods, benefit periods, inflation options, and Additional provisions  
♦ Guaranteed renewable with a level premium | 1-800-892-7732       |
| NEA/National Health Administrators |                                    | ♦ Group insurance for members, spouses, partners, parents and in-laws  
♦ Comprehensive benefits include nursing home care, home health care, assisted living facilities And more  
♦ NEA member discount available for all group participants; family Discounts also available  
♦ Premiums based on age at enrollment and current health  
♦ Highly competitive premiums; guaranteed renewable | 1-800-884-2675       |
| MAGAZINE SERVICE                | NEA/American Collegiate Marketing | ♦ Up to 85% off over 800 magazine titles  
♦ 7 easy payment options  
♦ Lowest price guarantee  
♦ Refund for all undelivered issues if not satisfied 24-hour online service | 1-800-968-7624       |
| MEDICARE SUPPLEMENT PROGRAM     | NEA/Marsh Affinity Group          | ♦ Provides extra protection by paying hospital and medical expenses not covered by Medicare  
♦ 12 program options to choose from with no restrictive list of providers  
♦ Highly competitive rates  
♦ All program options are guaranteed renewable | 1-800-541-4119       |
| MEMBER CARE IN-HOSPITAL PLAN    | NEA/Marsh Affinity Group          | ♦ Two plans available to members and spouses  
♦ In-hospital plan provides benefits directly to participants in increments of $20 to $120 per day  
♦ In-hospital PLUS guarantees acceptance for members and spouses age 65 And above and pays up to $1,000 for hospital and/or skilled nursing | 1-800-541-4119       |
| MONEY MARKET ACCOUNT            | NEA/MBNA                          | ♦ Competitive interest rates with interest compounding daily  
♦ Convenient access to your funds – up to six withdrawals per monthly statement cycle, three of which can be by check  
♦ Low $500 minimum opening deposit  
♦ Unlimited deposits by mail or wire transfer  
♦ FDIC insured up to the maximum amount allowed by law | 1-800-214-5275       |
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<tr>
<th>Product/Service</th>
<th>Marketer/Administrator</th>
<th>Product Description</th>
<th>Contact #</th>
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</table>
| MORTGAGES/HOME EQUITY LOANS  | NEA/Wells Fargo Home Mortgage | ✦ First-time homebuyer programs  
✦ Low and no money down programs and FHA loans  
✦ Practical solutions for members with less than perfect credit  
✦ Home equity loans and lines of credit  
✦ Refinancing on existing mortgages  
✦ Financing for new construction and renovation loans  
✦ Reverse mortgages for seniors | 1-888-519-3557 |
| NATIONAL BOARD CERTIFICATION LOANS | NEA/MBNA | ✦ A special revolving line of credit designed to help cover the $2,500 assessment fee  
✦ Competitive interest rate  
✦ No application fees or transaction fees, and no collateral is required  
✦ Up to 3 years to repay | 1-800-545-4094 |
| ON-LINE DISCOUNT PROGRAM    | Educator Access | ✦ Save up to 50% on dining, hotels, recreation, travel, movies and entertainment, shopping, and more  
✦ Go to [www.psea.org](http://www.psea.org) and click on Member Benefits. Click here for “Access Member Benefits”  
✦ Browse the online directories, click on a merchant and follow the redemption instructions | 1-877-538-6735 |
| PERSONAL LOANS              | NEA/MBNA | ✦ Unsecured personal loans between $3,000 and $25,000 – no collateral needed  
✦ Preferred member-only rates  
✦ Loan decisions in as little as 10 minutes  
✦ Flexible repayment terms from 24 to 84 months  
✦ No payments for first 4 months  
✦ Direct deposit option | 1-800-525-1211 |
| PERSONAL BANKING PROGRAM    | PSECU | ✦ The following program options are available with competitive rates:  
➢ free online banking and bill paying services  
➢ mortgages  
➢ home equity line of credit  
➢ real estate equity  
➢ auto loans  
➢ signature loans  
➢ educational loans  
➢ personal loans  
➢ personal checking and savings accounts  
➢ money market  
➢ personal certificates  
➢ American Express Travelers Cheques | 1-800-237-7328 |
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<th>Product/Service</th>
<th>Marketer/Administrator</th>
<th>Product Description</th>
<th>Contact #</th>
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| TRAVEL          | Nittany Travel         | ♦ $25 off per $1,000 on any cruise and tour packages  
♦ Comprehensive car rental and hotel reservation program  
♦ Price match guarantee for vacation packages  
♦ Amtrak rail tickets and packages  
♦ Travelers cheques and foreign currency exchange  
♦ Webfare search engine—saves time and money  
♦ Domestic and International airline reservations  
♦ $150,000 free flight insurance | 1-800-326-9342 |
|                 |                        | An internet based program designed to allow you to print out specially discounted admission tickets from the following Anheuser-Busch Adventure Parks right from your computer:  
➢ Sea World  
➢ Busch Gardens  
➢ Sesame Place  
➢ Water Country USA  
➢ Adventure Island  
➢ Discovery Cove | 1-877-504-4488 |
|                 | Bush Entertainment Corp.|                     |           |
|                 | Theme Park Coupons     | ♦ Discount coupons are available for:  
➢ Busch Gardens (Tampa Bay & Williamsburg)  
➢ Universal Studios  
➢ Dorney Park  
➢ Hersheypark  
➢ Six Flags Great Adventure (Baltimore & New Jersey)  
➢ Sesame Place  
➢ Water Country USA  
➢ Sea World (Orlando, San Antonio & San Diego)  
➢ Renaissance Faire  
➢ The Amish Experience  
➢ Camel Beach/Camelback | 1-877-504-4488 |
| VISION CARE     | PSEA Health & Welfare Fund | ♦ The Opti-Vision program offers substantial discounts for vision care services and supplies including examinations, frames, and lenses  
♦ Members can purchase service and materials through an extensive network of ophthalmologists, optometrists and opticians  
♦ Coverage is provided for the member, the member’s spouse, and dependents to age 23  
♦ Low annual cost  
♦ No limit to the number of visits, examinations or options | 1-800-944-7732 ext. 7085 |

PSEA Member Benefits  1-877-504-4488  [www.psea.org](http://www.psea.org)

NEA Member Benefits  1-800-637-4636  [www.neamb.com](http://www.neamb.com)

Revised: August, 2005
PERSONAL LIABILITY POLICY

Educators Employment Liability Program (EEL)

1. Provides for the defense of and payment of civil suits.
2. Covers attorney’s fees in criminal proceedings when you are exonerated or the charges are dropped (coverage for corporal punishment, regardless of exoneration).
3. Provides bail bond reimbursement up to $1,000.
4. Reimburses for assault-related personal property damage up to $500 per assault.

Coverages and Limits of Liability

Coverage A. Educator’s Liability
- $1,000,000 per occurrence (other than civil rights issues)
- $500,000 per occurrence (civil rights issues)

Coverage B. Reimbursement of Attorney’s Fees for Defense of Criminal Charges
- (if exonerated)
  $35,000 per occurrence

Coverage C. Bail Bond
- $1,000 per bond

Coverage D. Assault-Related Personal Property Damage
- $500 per assault

Claims Procedures

The following occurrences should be reported to your UniServ office immediately. They will complete a claim form for you. Do not contact an attorney to represent you before contacting your UniServ office. (1) Any incident involving death or injury requiring medical attention to a student arising out of a school activity. (2) The receipt by the insured of a notice of claim, lien letter from an attorney, or service of summons or law suit. (3) Any situation the insured believes to be covered by the policy.

Your UniServ office will send your claim form to PSEA headquarters for processing. You are responsible for mailing any legal papers served on you directly to Dee Cartmel, PSEA, 3033 New Butler Road, New Castle, PA 16101. DO NOT send anything directly to the insurance company.
LEGAL SERVICES POLICY

CREDO

The goal of PSEA's Legal Division is to provide timely, accurate, and quality services to members and the organization.

We do this by setting and maintaining high standards within the division and by utilizing broad and diverse resources, such as efficient use of the organization's finances, use and integration of technology, cooperation with other divisions within the organization, and assistance from trained associate staff.

While all attorneys specialize in labor and education law, each has and will continue to develop personal areas of expertise. We operate in an atmosphere of collegiality, individual excellence, and initiative.

Finally, our commitment extends not only to our membership and our organization, but also to the preservation and improvement of public education.

1. ELIGIBILITY

A. In order to be eligible for PSEA legal assistance, a person must meet the following three eligibility requirements:

1. Active, reserve, or life membership in PSEA at the time the Application for Legal Assistance is filed;

2. Active, reserve, or life membership in PSEA during the preceding year, unless the applicant was not eligible for such membership at the time;

3. Active, reserve, or life membership in PSEA at the time of the event which precipitated the filing of the Application for Legal Assistance, unless the applicant was not eligible for such membership at the time.

B. PSEA will consider as eligible for legal services a retired member who has joined PSEA-R who needs legal assistance relating to a retirement issue relating back to his/her employment while a PSEA member, so long as his/her membership in PSEA was an active member for 90% of his/her service, including the last five years of his/her active employment up to retirement.

C. If a member is suspended or dismissed, the member must maintain membership in the appropriate category during the period of suspension or dismissal.

2. FUNDING

A. PSEA shall fund 100 percent of the legal costs incurred by an eligible member or association where PSEA has approved such member or association's Application for Legal Assistance and the applicant agrees to the following conditions:
1. PSEA's General Counsel shall control the manner in which, and the extent to which, an applicant's case is pursued.

2. That the applicant shall not receive legal assistance unless he or she utilizes the services of the attorney provided by PSEA.

3. **COVERAGE**

   **A. Member**

   1. PSEA shall provide funding to an eligible member for legal advice from a PSEA attorney on a legal problem which is employment related.

   2. PSEA shall provide funding to an eligible member for legal representation by a PSEA attorney on a legal matter which is employment related, subject to reasonable regulations which PSEA adopts to implement this policy.

   3. PSEA does not discriminate against applicants on the basis of race, color, national origin, creed, gender, sexual orientation, age, handicap, marital status, or economic status.

   **B. Association**

   1. PSEA shall provide funding to an association for legal advice from a PSEA attorney on a legal problem which affects the legal status, rights, or responsibilities of the association.

   2. PSEA shall provide funding to an association for legal representation by a PSEA attorney on a legal matter which affects the legal status, rights or responsibilities of the association, subject to reasonable regulations which PSEA adopts to implement this policy.

4. **WORKER'S COMPENSATION CASES**

   **A.** Worker's compensation cases are an exception to the PSEA Legal Services Policy because of their length, expense, and need for expert witnesses. Therefore, worker's compensation cases will be handled as follows:

   1. If you use a PSEA attorney through our Personal Legal Services Program, PSEA will provide up to $1,000 to cover the costs of obtaining the necessary medical testimony. If you are successful in your case and the employer is ordered to pay costs, PSEA shall be reimbursed for its portion of the costs. If you are not successful, you will not be required to reimburse the $1,000.

   2. A PSEA attorney approved through the Personal Legal Services Program will handle your case on a contingent fee basis, with a 30 percent reduction in fee. The worker's compensation statute provides that
attorney's fees are normally 20 percent of the recovery. This means that
the fee will be reduced to 14 percent. The reduced fee will be paid from
your recovery. Because the case is handled on a contingent fee basis, you
will incur no attorney's fees unless the case is won.

3. PSEA cannot guarantee that all cases on a contingent fee will be accepted
through the Personal Legal Services Program. Cases involving a small
claim may not generate enough fees for the attorney to accept on a
contingent fee. In such a case, please contact the Legal Division, PSEA,
for further information.

5. CRIMINAL CHARGES

A. PSEA members have coverage for reimbursement of attorney's fees when charged
with employment-related crimes and when exonerated. PSEA will provide
$2,500 in up-front money in those cases to assist members in paying a criminal
attorney retainer ($5,000 if there are multiple and separate cases and trials). See
the NEA Educators Employment Liability Program brochure for details.

LEGAL SERVICES QUESTIONS AND ANSWERS

Q. Am I eligible for PSEA legal services?
A. Yes, if you are currently an active, reserve, or life member of PSEA and were a member
during the preceding year when the problem arose.

Q. But, I was not eligible for such membership last year.
A. If you were not eligible for such membership last year or at the time when the problem
arose, the membership requirement will be waived.

Q: What if I am suspended or dismissed?
A: If you are suspended or dismissed, you must maintain your membership in the
appropriate category during the period of suspension or dismissal. The appropriate
category will depend upon your employment status. Your UniServ representative can
advise you to the appropriate membership category.

Q. Can I obtain legal advice from this program?
A. Yes, but there are certain conditions. You must use a PSEA attorney and your problem
must be employment-related.

Q. What do I have to pay for this advice?
A. It is free.

Q. How do I go about getting it?
A. Contact your UniServ representative, who will transmit your question to a PSEA
attorney.

Q. What about having an attorney represent me?
A. The program entitles you to such representation. But again, you must use a PSEA
attorney and permit the attorney to handle the case in the manner deemed best. While
your relationship with your PSEA-funded lawyer is very similar to a private lawyer/client relationship, there are differences. These differences will be explained to you.

Q. **Does that mean I can get an attorney to handle any case for me?**
A. No. Your problem must be employment related and must be approved for funding by PSEA's General Counsel.

Q. **How do I get this service?**
A. Contact your UniServ representative, who will supply you with an Application for Legal Assistance.

Q. **How long does it take before I know whether the Application is approved?**
A. A maximum of four weeks.

Q. **What if it is rejected?**
A. You have a right to appeal. An appeal form will be mailed to you if your Application is rejected.

Q. **How much does it cost?**
A. It is without cost.

Q. **Is there any maximum PSEA contribution?**
A. No. Once PSEA agrees to support a case, there is no maximum limit. PSEA often has spent thousands of dollars to defend a member.

Q. **Does that mean that once my case is approved for funding that I am automatically entitled to representation up to the Pennsylvania Supreme Court, if necessary?**
A. No. Every case will again be reviewed for funding before it proceeds to the next stage.

Q. **Must I fill out another application?**
A. No.

Q. **Do I have to reimburse PSEA for legal services?**
A. Not where you recover back pay, as where you were improperly demoted, dismissed or furloughed. Where you are going after damages or some other form of remedy, PSEA does reserve the right to seek reimbursement.

Q. **If I have other questions, whom do I contact?**
A. Contact your UniServ representative.

Q. **Is that it?**
A. It might be added that PSEA has retained some of the finest attorneys in Pennsylvania to serve its members. If you ever have a problem with the quality of service provided by this program, and we doubt that you will, please let us know by contacting PSEA's General Counsel at the PSEA headquarters in Harrisburg.
Legal Services Policy

PSEA-NEA PERSONAL LEGAL SERVICES PROGRAM

Program

Personal Legal Services is a PSEA-NEA program designed to provide all members of PSEA and its affiliates with high quality, personal legal services or mediation services at significant savings.

Eligibility

If you are a member of PSEA or its affiliates, you and the members of your immediate family are eligible for the program.

Explanation of Benefits

1. You are entitled to two free consultations annually of up to one half hour each. These must be on two different matters. The attorney or mediator does not get paid for this consultation. It is provided as a service to PSEA and its members.
2. If the problem can be solved with a phone call or letter, the service is free. Your attorney or mediator will tell you when this is possible. You will be told when the free consultation is over and when charges begin.
3. You are eligible for a 30 percent reduction in attorney fees or mediator services if additional service is required. The normal fee and reduced fee will be provided in advance. PSEA cannot guarantee that the discounted fee will be the lowest in the area, only that it is 30% lower than the fee normally charged by that attorney or mediator.
4. In all cases, you learn the rate for legal or mediation services charged before service is rendered.
5. You have access to the services of retained attorneys or mediators who are accountable to PSEA for quality service. The attorneys or mediators who agree to participate in the program are not required to serve you nor are you obliged to retain them.

Coverage

The Personal Legal Services Program covers almost any personal, non-employment related legal need you or your family members might have.

Examples:
1. Preparation of a will
2. Buying or selling a home
3. Settling an estate
4. Filing for personal bankruptcy
5. Obtaining a divorce

It does not cover legal services for business dealings, business bankruptcies, or defense of criminal violations (other than traffic violations in which financial liability exceeds $50).
**Procedure**

Contact the nearest PSEA region field office. A staff member will verify your membership and put you in touch with the attorney or mediator.

For your convenience, the addresses and telephone numbers of the region offices are listed in this manual. Copies of both policies are available in brochure form. Ask your UniServ to call PSEA's Legal Division for quantities.
PSEA LEGAL ASSISTANCE APPLICATION & ASSESSMENT (MEMBER)

Section One

Name ____________________________ School Dist. ____________________________
Address __________________________ Region ____________________________
SSN ____________________________ Home Phone ____________________________

I have read and I understand PSEA's policy regarding legal assistance for active, retired, and life members. I certify that I meet the eligibility requirements for such assistance and I hereby apply for same. As an applicant for PSEA legal assistance, and in consideration for such assistance, I hereby authorize PSEA's General Council to pursue my claim or legal action in the manner and to the extent he deems advisable.

Signed ____________________________ Member's Signature ____________________________
_____________________________ Date ____________________________ Association Name

I □ recommend □ do not recommend that this case be forwarded to our region attorney.
MEMBER? Yes □ No □

Signed ____________________________ Llinois Representative ____________________________
_____________________________ Date ____________________________

Section Two

BRIEF DESCRIPTION OF CASE: ____________________________ Atty. File Number: ____________________________

I □ recommend □ do not recommend that PSEA fund this case.
If funded, I intend to proceed as follows:

Signed ____________________________ Attorney ____________________________
_____________________________ Date ____________________________

Section Three

PSEA USE

Approval by General Counsel □ Yes □ No ____________________________ Date ____________________________
General Counsel's Initials ____________________________
PSEA Case Number ____________________________ Status ____________________________
Case Type ____________________________

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PSEA LEGAL APPLICATION & ASSESSMENT (ASSOCIATION)

Section One

I have read and I understand PSEA's policy regarding legal assistance. It is my understanding that the subject matter of this local association's complaint is covered by such policy. As an applicant for PSEA legal assistance, and in consideration for such assistance, the below-named association hereby authorizes PSEA to pursue the association's claim or legal action the manner and to the extent PSEA deems advisable. The undersigned has been authorized by the below-named association to enter into this agreement on its behalf.

Signed

Section Two

BRIEF DESCRIPTION OF CASE:

Atty. File Number:

I ☐ recommend ☐ do not recommend that PSEA fund this case.

If funded, I intend to proceed as follows:

Signed

Section Three

PSEA USE

Approval by General Counsel ☐ Yes ☐ No

General Counsel's Initials __________________ Date __________

PSEA Case Number ____________________________
# NEA Educators Employment Liability Claim Form

1. **Member and Occurrence Information**
   - Association State
   - Member's Name
   - Social Security #
   - Address
   - Date of Birth
   - Phone (home)
   - Email Address
   - Fax Number
   - Member Occupation
   - Specify for W or X
   - Level
   - Specify for Other
   - Member's Employer (educational institution)
   - Address
   - Phone
   - School District
   - Phone
   - Insurance company for district / educational institution
   - Phone
   - Occurrence: Date
   - Time
   - Location
   - Brief explanation of occurrence
   - Injured person(s)/claimant(s)
     1. Name
     2. Age
     3. Work relationship to member
     4. Address
     5. Name
     6. Age
     7. Work relationship to member
     8. Address
   - Nature and extent of injury
   - Witness(es)
     1. Name
     2. Phone
     3. Age
     4. If so, date lawsuit served
     5. Have you been sued? ☐ Yes ☐ No
     6. Do not discuss this with parties other than your association, your attorney, or a representative of Horace Mann Insurance Company.

## II. Information to be completed by state affiliate

1. Membership category
   - ☐ Active
   - ☐ ESP Active
   - ☐ Substitute
2. Membership verified by
   - Name
   - Title
   - Date
   - Mail to: Horace Mann Insurance Company
   - 1 Horace Mann Place
   - Springfield, IL 62715-9001
   - Attention: NEA Claims Department, 2520
   - Fax (217) 335-1169
1. A Pennsylvania Professional Certificate is your authorization to perform as a professional employee—teacher, school nurse, school dental hygienist, librarian, school counselor, home and school visitor, school psychologist, supervisor, principal, assistant or vice principal, superintendent and assistant superintendent—in the public schools of Pennsylvania.

NOTE: “Teacher” is generically used in the School Code as a reference to all professional employees.

2. Professional certificates are issued by the Bureau of Teacher Preparation and Certification (BTPC) of the Pennsylvania Department of Education (PDE).

3. Upon completing a program of study in an approved college or university and passing the appropriate PRAXIS exams, a person is issued an entry Level I certificate. Level I certificates are reserved for teachers and educational specialists. Vocational Instructional I and II certificates are issued to non-baccalaureate vocational-technical school teachers.

4. Teachers who receive initial certification on or after June 1, 1987, must participate in an induction program. Newly employed professional personnel with prior teaching experience also may be required by school entities to participate but are not required by regulation to do so.

5. All Instructional I certificates that were valid on September 13, 1980, remain valid for a total of six years of service. Before that date, Instructional I certificates were valid for three years of service unless the holder applied for and received a renewal for an additional three years.

6. Valid certification is a necessary prerequisite to professional employment status. Validity refers to the time of service on a Level I certificate. Allowing an Instructional I certificate’s validity to expire nullifies the employee's opportunity to use the certificate to work.

7. Active certification is a necessary prerequisite to full time employment status. Activity refers to maintaining professional currency through continuing professional development every 5 years. Failure to meet the requirements will render the certificate only useful for 90 days of day-to-day substitute service annually.

8. Instructional II, Educational Specialist II, and Vocational Instructional II certificates are referred to as permanent certificates although Act 48 of 1999 obliges all certificate holders to maintain an “active” Level II certificate by completing a prescribed number of hours or credits of continuing professional education.

9. The requirements to convert an Instructional Level I to an Instructional II certificate are three years of satisfactory teaching in the state of Pennsylvania, attainment of 24 post-baccalaureate semester credits, and the completion of an induction program. Furthermore, all candidates for Instructional II certificates must have the PDE 427 evaluation form completed by an administrator. Candidates seeking Supervisory or
Certification

Administrative certification will have to take and pass a performance assessment. (Note: The State Board has removed the level indication for both Supervisory and Administrative certificates.)

10. Employment as a long-term substitute in one's area of certification counts as service time against the life of one's Instructional I certificate. (See CSPG #8)

11. The requirements to convert an Educational Specialist I to a II are three years of satisfactory service on the Level I certificate and 24 post-baccalaureate credits. (Credits completed to attain these certificates satisfy the 24-credit requirement.)

12. Under Act 48, all professionally certificated persons employed as professional or temporary professional employees, shall be required every five calendar years to accrue 6 credits of collegiate study; 6 credits of continuing professional education or 180 hours of continuing professional education or a combination. For calculation purposes, 30 hours equals 1 credit.

13. The requirements for Vocational Instructional II certification are three years of satisfactory service on the Vocational Instructional I certificate and the completion of an approved 60-credit program in vocational education. The credit requirement must be completed within a 6 year period. (Note: This is a change from previous 7 years.)

14. An employee may not teach in an area in which the individual is not properly certificated. Likewise, a school district stands to be financially penalized if it uses improperly certificated teachers for any classes.

15. A person holding a valid elementary certificate may not teach beyond the scope of that certificate (K-6).

16. Secondary certified teachers are limited to teach grades 7-12, but they may also teach any grade level in a state approved middle school and only in the subject area for which they are certificated.

17. Should a properly certificated and qualified candidate not be available to fill a vacancy as a regular employee, an emergency permit can be issued by the Pennsylvania Department of Education at the request of the school district. However, the applicant must agree to pursue a PDE-approved preparation program completing nine credits each year until full certification in the area for which the emergency permit is issued is attained. In some cases, long-term substitute emergencies can have an educational obligation as well.

18. By request of the school district, an Act 97 waiver of certification may be issued to enable the reassignment or split-assignment of a current employee to an area in which that employee is not certificated. Waivers are issued when the employee would otherwise be furloughed or demoted and when there is no appropriately certificated teacher on the recall list. To be eligible, the applicant must have at least 12 semester credit hours of advanced preparation in the area for which the waiver is sought.

19. Certification Regulations and state law contain provisions for a Letter of Equivalency which are issued for pay purposes only. A Letter of Equivalency should not be construed
as an academic degree. (Note: Letter of Equivalency was formerly called a Master’s
Equivalency Certificate.)

20. Annually, between October 1 and December 31, any holder of a Pennsylvania certificate may request the deletion of any area on a certificate if that individual has not taught in that area within the previous 10\(^1\) years or is not a regularly employed full-time teacher.

21. All requests for changes to one’s certificate are to be made to the PDE by calling for application forms (717) 787-3356, downloading the forms from PDE’s website (www.pde.state.pa.us) or checking with your Human Resource office.

The above information is taken from the Pennsylvania Public School Code, the Pennsylvania Code, Chapter 49 of the State Board of Education, and various teacher certification policies issued by the Department of Education (CSPG). Since many of the aspects of certification are complicated and technical in nature, it is strongly urged that you contact your PSEA UniServ Representative if you have any questions/concerns on certification.

**CERTIFICATION TESTING: PRAXIS TESTS (A Successor to the NTE’s)**

All candidates for initial Instructional I certification in Pennsylvania must have earned at least a baccalaureate degree, completed an approved program of teacher education, and passed the tests in basic skills, content knowledge, general knowledge and pedagogy. Please note, the Pennsylvania Department of Education will recognize scores for five years from the date of the test administration. As per Pennsylvania Code, Chapter 49, approved September 1999, all Instructional I or Educational Specialist I individuals applying for an initial teacher certificate (Instructional I) are required to take the test battery. Persons who already have a valid Pennsylvania Instructional I or II certificate and wish to add another endorsement area to that certificate must now take the additional subject area test. Individuals seeking dual certification are required to take only the subject area examinations of all endorsements sought.

Individuals seeking a Vocational Instruction I certificate must take a basic skills and the occupational competence exam.

Persons seeking a Vocational Instructional II certificate must take the Professional Knowledge and the Vocational General Knowledge tests.

Applicants must meet the passing score in effect at the time of application for certification regardless whether the test score transcript indicates a passing score.

It is the responsibility of the applicant to register for the proper subject assessment test.

\(^1\) There is a proposal to change Chapter 49 (Certification) to lower this threshold to 5 years. Contact your UniServ Representative for an update.
Certification

DELETIONS/ADDITIONS

Annually, between October 1 and December 31, professional employees, upon proper completion of an application form, may voluntarily request the deletion of any area(s) of endorsement from their teaching certificate if either of the following conditions are met:

(1) The employee has not taught in the area for which deletion is sought within the previous ten (see footnote above) years.
(2) The employee is not a regularly employed full-time teacher.

Detailed instructions for this procedure are available on the application form which can be procured from the Department's Website www.pde.state.pa.us or by calling 717-787-3356. The completed form, along with the original certificate, the appropriate fee in the form of a U.S. postal money order, and a notarized statement indicating the reason for deletion, should be mailed to the Pennsylvania Department of Education, Bureau of Teacher Certification. The full address appears on the application form.

In all other cases, a professional employee requesting the removal of any area for which the certificate is endorsed must secure the approval of the local school entity. If such approval is granted, the PDE will delete the area from the certificate. If approval is denied at the local level, the employee has the right to appeal to the Certification Appeal Committee, the Secretary of Education’s Appeal Board.

All action by the PDE to delete areas of certification shall be effective on the 30th day of June following receipt of the application to delete. An area of certification deleted will be restored only after the professional employee becomes eligible by subsequently meeting all regulations that are in effect at the time of application and recertification in the area previously deleted.

Prior to application for deletion of an area of certification, the professional employee should contact the PSEA UniServ Representative for advice.

PROGRAM SPECIALIST CERTIFICATE

School Program Specialist certificates are issued for specialized professional level service in educational programs operated by a public school entity when that service is not reserved to a specific area of certification. They are expressly reserved to cover locally designed positions portions or all of which are not presently reserved to an existing certificate.

Currently, PDE issues only one program specialist certificate, in English as a Second Language (ESL). In order to earn this certificate, candidates must complete an approved preparation program and apply, through their district, for the designation. The certificate allows the recipient to hold an ESL position within the sponsoring district, but the certificate is not portable across districts.

PROFESSIONAL ASSIGNMENT FOR WHICH NO CERTIFICATE EXISTS

When a school entity elects to create a professional assignment for which no certificate exists, the entity is responsible for determining that the assignment duties, responsibilities and functions are not reserved in whole or in part to any of the aforementioned certificates.
The PDE has established any Level I or II Pennsylvania certificates as a qualifying certificate for such an assignment.

The school entity has the prerogative to establish a specific prerequisite certificate(s) as well as special training, education, experience, skills or abilities which a person in this position must possess to perform the assigned responsibilities.

**Procedures**

The school entity is responsible for developing a position description, when an audit citation is levied or if an assessment of the position is requested, in accordance with the designated PDE Position Description Format.

The school entity is responsible for maintaining a copy of the position description in the personnel file of the person assigned for certification audit.

In the event an assignment is cited as an irregularity during a certification audit, the school entity is responsible for presenting evidence to the Bureau of Teacher Preparation and Certification to support the fact that the assignment is appropriate and the duties are not reserved in whole or in part to any existing certificate. If the integrity of an existing certificate is breached, the PDE will sustain the citation.

**Important**

Previously issued program specialist certificates will remain in force and effect, subject to all the terms and conditions under which they were issued, until they expire by virtue of their own limitations.

**PDE Position Description Format**

This position description format has eight major components which contain pertinent information and instruction designed to assist with the individual component entries and overall position description preparation. It is important that all eight components are included in a description.

1. Name of Intermediate Unit or School District

2. Local Position Title and Organizational Grade Level
   If the program portion of this position has received prior approval from some other agency within the PDE, please attach a copy of the most recent letter of approval.

3. Graduation Credit to be Awarded (if any)
   a. Please identify by curricular discipline.

4. Position Status
   In accordance with Section 1101, Public School Code of 1949 (amended), an approved position is considered to be a professional, certificated position subject to tenure provisions. A person so employed is entitled accordingly.
Certification

Enter here the statement, "This position is considered to be a professional, certificated position subject to tenure provisions."

5. Qualifications
Regulatory Requirements (See CSPG Nos. 80 and 80A)
   a. Certificates(s) Required
      Enter here the certificate(s) you feel is the qualifying certificate for the assignment.
   b. Specialized Training, Education or Experience
      Enter here the special training, education, experience, skills or abilities which a person in this position must possess to perform the assigned responsibilities and achieve your curricular goals.

6. Role Relationships
   Identify staff organizational relationships, including position titles.

7. Duties and Functions
   In formulating and listing the duties and functions of the position, please be clear and accurate in describing such duties.

   In doing so, (i) identify by position title those persons with whom the employee will work, (ii) specify the responsibilities of the position and (iii) describe how the responsibilities will be accomplished.

   **Important:**
   When a position includes responsibility for assisting a supervisor or administrator and the duties are intended to be non-supervisory or non-administrative, describe specifically how assistance is to be rendered and how the duties differ from those reserved to the supervisory or administrative certificate. (Refer to CSPGs on Administration and Supervision and the Pennsylvania Certification Standards.)

   Do not include general, umbrella-like statements, such as, "To perform any other duties assigned by the employee's superiors." If you need to make provision for assignment of unforeseen, related duties, it is suggested that you include a statement which provides for the assignment of related duties.

8. Please sign and date the position description as is shown in the example format below.

   **APPROVED BY INTERMEDIATE UNIT**
   OR SCHOOL DISTRICT
   Signature and Title of Chief
   School Administrator
   Area Code and Telephone Number
   Date
STATE BOARD OF EDUCATION REGULATIONS

22 Pennsylvania Code, Chapter 49 § 49.191. Letter of Equivalency for Master’s Degree or Letter of Equivalency for Bachelor’s Degree

A Letter of Equivalency shall be issued for salary purposes only, subject to the following terms and conditions:

1. A Letter of Equivalency for Master’s Degree is issued to persons holding a valid Instructional I, Instructional II, Educational Specialist I, Educational Specialist II certificate or their equivalents, upon the accumulation of 36 hours of credit. A minimum of 18 academic graduate credits must be earned in the content area of the applicant's primary teaching assignment at a college or university approved to offer graduate work. A maximum of 18 of the credit requirement may be satisfied through in-service programs approved by the Secretary of Education for meeting master's equivalency requirements.

2. A Letter of Equivalency for Bachelor’s Degree is also issued to holders of Vocational Instructional I, Vocational Instructional II or their equivalents upon the accumulation of 90 college credits. A minimum of 18 credit hours of the final 30 shall be earned at a state approved baccalaureate degree granting institution. The remaining 12 may be satisfied in full or in part, through in-service programs approved by the Secretary of Education for meeting master's equivalency requirements.

3. A grade of "C" or better is required in college and university courses in which grades are given and a letter of satisfactory completion is required for all in-service courses used toward the attainment of the certificate.

4. This regulation became effective September, 1999.

Note:
The Certification Office has broadened the scope of what courses are acceptable as being in the "primary teaching assignment" As stated by that office:

"There are a number of areas which are generically acceptable, as follows: education courses (except vocational-type education courses); special education; school curriculum; research methods; teaching techniques and methodologies; psychology; guidance; human growth and development; socio economic courses. The 18 graduate credits required in the primary field may be literally in your field or in any of the areas listed above."

22 Pennsylvania Code, Chapter 49 § 49.68. Evaluation of prescribed requirements and Standards.

Institutions of higher education within this Commonwealth with approved teacher education programs are authorized to evaluate, equate, and accredit educational experience and background of candidates for meeting the specific requirements for certification. A candidate may not be recommended for certification until the candidate passes the tests under §49.18 (relating to testing).

2 Chapter 49, as of June 2006, is under scheduled review and there are proposed changes. Contact your UniServ Representative for updated information on these regulations.
22 Pennsylvania Code, Chapter 49 § 49.18. Testing.

a. The Secretary will institute an assessment program for candidates for certification designed to assess their basic skills and general knowledge; professional knowledge and practice; and subject matter knowledge. The following principles shall guide the Secretary in the development of an assessment program:
   1) The assessment program will be based on the standards developed for each certificate.
   2) The assessment program will measure the candidate’s abilities across domains of basic skills knowledge, professional knowledge and practice, and subject matter knowledge employing a variety of measures at a minimum of 3 points:
      i. During the candidate’s preparation program.
      ii. Upon application for initial certification.
   3) The assessment program will be developed in consultation with teachers, administrators, teacher educators and education specialists.
   4) The assessment program will employ, when appropriate, available assessment tools.

b. A review of the assessment program will be made by the Board every 3 years.

ALTERNATIVE CERTIFICATION (TRADITIONAL)

The Pennsylvania Department of Education (PDE) provides for a college/university-based intern certification program for persons desiring to become teachers in the public schools of Pennsylvania. Qualifications for a Teaching Intern Certification are

- A baccalaureate degree and acceptance into an approved program operated by an institution of higher education.
- Completion of the institution's requirements for a Teaching Intern Certificate and the passing of the basic skills, general knowledge, and subject matter tests of the Pennsylvania Teacher Certification Testing Program.
- A Letter of Intern Candidacy issued by the Bureau of Teacher Preparation and Certification, PDE. (The request may be made when the institution feels the candidate is ready for classroom responsibilities, even though required course work has not been completed.)
- Once a teaching position is procured (applicant must show the Letter of Intern Candidacy) an Intern Certificate is issued.

As soon as the candidate is employed by a school district, the college or university operating the candidate's intern program will request the PDE to issue the candidate an Intern Certificate. The certificate is good for three calendar years and is non-renewable. The Intern Certificate is a valid professional certificate that entitles the holder to fill a full-time professional position in a school district at the salary normally associated with that position.

During the three-year period, the intern must be continuously enrolled in the intern program. When the requirements of the intern program are completed, the intern is eligible for an Instructional I Certificate. After three years of successful teaching, the completion of 24 post-baccalaureate credits, and an Induction Program, an Instructional II Certificate may be issued.

PSEA’s position on alternative certification is that no one should be allowed to enter the profession through sub-standard credentialing. PSEA rejects the uninformed notion that
knowledge of subject matter alone qualifies one to teach. Certificates which do not require both the mastery of academic knowledge and clinical experience prior to receiving initial certification trivialize teaching and contradict all concepts of educational excellence. The term "certificate" should be reserved to those credentials which meet state-adopted, professional standards.

**ALTERNATIVE CERTIFICATION (NON-TRADITIONAL)**

The non-traditional alternative route to certification offers mid-career professionals who possess extensive subject-area knowledge and professional experience a non-traditional route into secondary classrooms. Pennsylvania's non-traditional alternative route provides qualified individuals who may not currently meet the course requirements in educational methodology, but possess the requisite academic preparation or work experience, an opportunity for teaching and classroom experience.

To qualify, a candidate for alternative certification must have:
- A Bachelor's degree with a 3.0 GPA in the subject area the candidate intends to teach; OR
- A graduate degree in the subject area the candidate intends to teach; OR
- A Bachelor's degree AND 10 years experience in the subject area the candidate intends to teach.

All candidates must pass the appropriate certification exams in order to qualify for the alternative certification program. These exams include the Communications Skills and General Knowledge exams, in addition to the appropriate subject area exam(s).

How the Alternative Certification Program works:
1. An alternative certification candidate must first join a "collaborative unit," consisting of the individual, a public school and a teacher-preparation program. This unit also may include a local intermediate unit (IU), a community or junior college, or another four-year institution.
2. After the school determines its intent to employ the alternative certification candidate, the collaborative unit submits an individually prescribed plan with an alternative certification application to the Department of Education.
3. Upon receipt of the Alternative Candidate Certificate, the individual has 15 months to complete up to 12 credit hours of coursework as outlined in the individually prescribed plan, which would include classroom management and effective teaching strategies. An intensive six credit hour seminar is to be completed prior to entrance into the classroom. The remaining coursework will include up to 6 credit hours or 180 hours of professional development classes, or some combination of the two.
4. The Alternative Certification Program culminates in a provisional Level I certificate ONLY upon successful completion of up to 12 credit hours of coursework, The Principles of Learning and Teaching certification exam and the recommendation of the collaborative unit.

The Alternative Certificate is a valid Pennsylvania teaching certificate that entitles the holder to fill a full-time professional teaching position. The certificate is issued for a period of 15 months to enable the candidate to complete the program. Under NO circumstances will the Alternative Candidate Certificate be re-issued.
CALCULATION OF CERTIFICATED SERVICE

Teaching experience in an approved public school entity in a subject area for which you are certificated starts the clock counting time toward your credited service as a teacher. When you are hired with an Instructional I or Education Specialist I Certificate, each year of successful service counts toward the three years of experience required for attaining permanent certification. Each year of service also diminishes the validity life of your Level I certificate by one. By the end of the six service-year period, you must convert your Level I to a Level II by applying to the Pennsylvania Department of Education confirming that you completed 24 post-baccalaureate degree or in-service credits, taught 3 years successfully and completed an induction program. Employment as a long-term substitute can count toward your permanent certification. Day-to-day substitute teaching is not included as service time, but blocks of long-term substitute employment may be counted if they constitute at least fifty percent of a 90 or 180 day period. Members should always reference the Department’s Bureau of Teacher Preparation and Certification in matters related to validity.

Years of teaching in an approved non-public school in one's area of certification may or may not be used to accumulate time required for permanent certification. The option to apply this service is given to the certificated individual.

If you have any questions concerning certificate validity or credited service, please contact your PSEA UniServ Representative, the Office of Human Resources in your district or the PA Department of Education’s Bureau of Teacher Preparation and Certification (717) 787-3356 or PDE’s website: www.pde.state.pa.us.

The Bureau of Teacher Certification has prepared a chart to aid in the calculation of certificated service. This chart can be found at the end of this section.

COMMONLY ASKED QUESTIONS
Revised January 2000

About Certification for Applicants Prepared in Pennsylvania

Q. What is certification?
A. Certification is a process to verify the qualifications and proper training of each professional educator to execute his or her professional responsibilities. All professional employees of public schools must hold a certificate. The State Board of Education and the state legislature set the standards, regulations and laws for certification and the Bureau of Teacher Certification and Preparation of the Department of Education administers and implements these mandates.
Q. What is a Permit?
A. In its latest set of regulations, the State Board distinguishes the standard certification from non-standard licensing; thus emergency certificates are now called permits. Intern certificates are permits. Master’s Equivalency certification is now referred to as a “Letter of Equivalency.”

Q. Do I need a certificate to hold a professional position in the public schools?
A. Yes. All public schools and some private schools in Pennsylvania require their professional employees to be properly certified. An emergency permit is recognized by PDE as an appropriate sanction to teach.

Q. Must I hold a Pennsylvania certificate to substitute teach in a public school?
A. Yes. Any professional serving in the public schools must hold an appropriate, valid Pennsylvania certificate or emergency or intern permit.

Q. Who in my local association can help me understand certification requirements?
A. All questions concerning requirements for professional certification should be directed to your local association president or to your UniServ Representative.

Q. What type/area of certificate is required?
A. There are eight types of certificates: Program specialist, Intern or alternate route, Instructional, Vocational Instructional, Education Specialist, Supervisory, Administrative and Letter of Eligibility. Individuals must hold a valid and active certificate with the proper endorsement area corresponding to the job assignment in order to serve in a Pennsylvania public school.

Q. What do the terms "Level I" and "Level II" mean?
A. Pennsylvania currently has two levels of certification. The initial certificate, Level I, is also known as a provisional certificate. Depending on the type, it is valid for a specific number of service years, during which time the holder must complete certain requirements (e.g. coursework, experience, induction program). Upon completion of those requirements, the Level I may be converted to the next level, Level II. If not converted, the Level I lapses; and the holder may not be employed in a Pennsylvania public school with a lapsed certificate.

Q. What is an active certificate?
A. An active certificate, whether Level I or Level II, is one whose holder has complied with the Continuing Professional Education (CPE) requirements of 6 collegiate credits, 6 continuous professional education credits or 180 hours of CPE or a combination.

Q. How do I qualify for a certificate?
A. Complete an approved certification program at the bachelor's or graduate level; Receive the recommendation of your preparing college/university; meet all testing requirements established by the State Board of Education; and comply with all other requirements established by the School Code related to moral character, age and nationality.

Q. What testing requirements are currently necessary for certification?
A. Initial certification requires qualifying scores on the appropriately designated tests. Applicants must take a specialty test for each area in which they seek certification. To add an area of instruction to a certificate, all applicants must pass the appropriate specialty test. Testing
Certification

is required for all candidates seeking Instructional I, Education Specialist I, Supervisor, Administrator, Vocational Instructional, Vocational Supervisor, and Vocational Director.

Q. When should I take these tests?
A. Tests can be taken at any point during your preparation, but test scores are only valid for five years after the date a test has been taken. The Department encourages everyone to consider taking the tests as soon as they feel they are ready. **IMPORTANT:** Applicants must meet the qualifying scores in effect at the time of application, regardless of the score in effect at the time the applicant takes the test and whether the applicant may have received a passing score at the time the test was taken.

Q. Will my Instructional Level I certificate expire if I don't teach?
A. No. The Instructional I Certificate is valid for 6 service, not calendar, years in Pennsylvania. **NOTE:** This validity period is for actual time served, which may include long-term substitute teaching. Whenever a person teaches at least 50 percent of a semester, that service time may count towards the validity time of the certificate.

Q. Can my initial Instructional or Educational Specialist certificate be renewed?
A. No. If you complete six years of service, your Level I Instructional or Educational Specialist certificate must be converted to a Level II, or the certificate becomes invalid. You may not teach on an invalid certificate, nor will an Emergency Permit be issued in its place.

Q. How do I add a subject to my certificate?
A. To add additional subjects/fields on your certificate, you must complete an approved college/university preparation program and successfully meet the appropriate PRAXIS specialty area test(s) requirement. If you already hold an Instructional I or Instructional II certificate, you may take and pass the appropriate PRAXIS test without completing an approved preparation program in order to add an area to your existing certificate. This route to adding areas to a certificate cannot be used to add elementary or early childhood education, health and physical education, special education, or Latin.

Q. When should I convert my Level I certificate to a Level II certificate?
A. As quickly as possible. It is the responsibility of each certificate holder to obtain the Level II certificate before the service life or validity of the Level I certificate expires. Failure to do so will result in a lapsed certificate, and the certificate holder will be ineligible for employment. After you have completed all requirements, you may apply for Level II certification.

Q. Will my Level II certificate be permanent?
A. No. Holders of Level II certificates must maintain active certificates by complying with the requirements of Act 48. An inactive certificate or an invalid certificate prevents employment in a professional position in a school entity.

Q. If I hold a Level I certificate, am I also affected by the requirements of Act 48?
A. Yes.

Q. I have more than one area of certification. Will I need three years of service in each area?
A. Not necessarily. All Instructional areas will be converted to Level II status simultaneously. However, certificates issued in the areas of Educational Specialist, Supervisory and Administrative require three years of service in each area.

Q. Will service as a substitute teacher count towards Level II certification?
A. Service as a day-to-day substitute will not count. However, satisfactory service as a long-term substitute for a minimum of 45 days during a 90-day semester (the state-mandated school year is 180 days — each semester is 90 days) in areas for which a Level I certificate is held will be credited toward Level II certification.

Q. Is unsatisfactory service creditable towards meeting the experience requirement for Level II certification?
A. No. Unsatisfactory service does not count towards Level II certification, but it does count against the life of the certificate.

Q. Will professional experience outside my area(s) of certification count towards Level II certification?
A. No. Service outside the subject(s)/field(s) listed on your certificate is considered a misassignment and does not meet state requirements for Level II certification.

Q. Will service at a private or nonpublic school count towards the Level II certification requirement?
A. There are only two instances when this type of employment will count. The first is teaching at a licensed private academic school approved to provide special education services by the Pennsylvania Department of Education. That teaching time is creditable toward a Level II certificate and will be charged against the validity period of the Level I certificate. Secondly, service on a Level I certificate may be credited towards Level II certification, at the option of the certificate holder, at the following schools: private academic schools licensed by the State Board of Private Academic Schools; Pennsylvania Department of Education registered non-licensed schools; schools accredited by the Middle States Association of Colleges and Schools, Pennsylvania Association of Private Academic Schools, or the United Private Academic Schools Association; or schools approved by the Pennsylvania State Board of Education.

Q. What types of teaching time will not count towards Level II certification?
A. Teacher of adult classes of persons 21 years of age or older.
   Day-to-day substitute teaching.
   Service on a Teaching Intern Certificate; Emergency Certificate; or Act 97 Waiver Certification.

Q. Am I required to complete an Induction Program?
A. Yes. To qualify for an Instructional Level II certificate, the Level II candidate must have completed a Department of Education approved induction program. (Note: Those who received a Pennsylvania Instructional I Certificate before June 1, 1987 are not required to complete an induction program as a prerequisite for Instructional and Educational Specialist Level II certification.)
Q. How many credits do I need for Level II certification?
A. Applicants for Level II Instructional or Educational Specialist certification who received their bachelor's degree after October 1, 1963, must complete 24 semester credits beyond their bachelor's degree before they are eligible for Level II certification. These credits must be earned at a four-year, degree-granting college/university. If your bachelor's degree was issued before October 1, 1963, contact the Bureau of Teacher Certification and Preparation at (717) 787-3356.

Q. Are community college credits and continuing education units (CEUs) accepted towards Level II certification?
A. No. Community college credits and continuing education units (CEUs) are not accepted towards meeting the credit requirements for Level II conversion. Credits must be earned at and appear as a passing grade on an official transcript by a state-approved, four-year college or university approved by that college's state education agency for awarding the bachelor's degree.

Q. Will credits completed at a state-approved seminary, school of theology, medical school, law school, etc. be acceptable for Level II certification?
A. Credits in the fields of law, medicine, real estate and theology are not acceptable unless the certificate holder can demonstrate these credits directly relate to the subject/field of certification held.

Q. Do Pennsylvania Department of Education (PDE) approved in-service credits count toward Level II certification?
A. Yes, provided an official in-service letter confirming the accrual of credits is submitted with the application.

Q. Must credits for Level II certification be graduate level?
A. No. Credits can be at the undergraduate level provided the credits were earned after the conferring of an initial bachelor's degree and at a state-approved, four-year, degree-granting college/university.

Q. Are quarter credit hours equivalent to semester credit hours?
A. No. A quarter credit hour is equal only to two-thirds of a semester credit hour.

Q. Are correspondence courses and courses taken as independent study acceptable?
A. Yes. The courses must be earned at and appear as a passing grade on an official transcript of a state-approved, four-year, bachelor's degree-granting college.

Q. How do I apply for a name change on my certificate?
A. If your name has been legally changed for any reason, you may request to change the name on your certificate. Forms are available at any school district, IU or area vocational-technical school (AVTS), as well as the Pennsylvania Department of Education’s Bureau of Teacher Preparation and Certification (BTPC). There is no fee charged for an initial name change.

Q. How do I apply for a duplicate certificate?
A. If you have lost your Pennsylvania certificate, you may order a duplicate. Forms are available through any school district, IU or AVTS, as well as through BTPC. A fee will be charged to process a duplicate certificate.
Q. How do I find a teaching position in Pennsylvania?
A. School staffing is the responsibility of the chief school administrator in each school district. You should apply directly to the chief school administrator at the school district. The names and addresses of these officers are usually available in most college placement office libraries. Names and addresses of local school administrators are listed in the Pennsylvania Education Directory, available for a fee from Applied Arts Publishers, Box 479, Lebanon, PA 17042 [Telephone: (717) 272-9442]. For those with access to the Internet, this Web site has a text link on its home page to Job Vacancies which have been posted on PENN*LINK’s Bulletin Board Pages (BB Pages). Also, check the following Web sites: www.psea.org, www.psba.org and www.pde.state.pa.us.

Q. How do I contact the Bureau of Teacher Certification and Preparation?
A. Due to the tremendous volume of telephone calls and applications, there are times when it may be difficult to reach the Bureau. You may use e-mail (www.pde.state.pa.us) or contact PDE by U.S. mail at the following address:

   Bureau of Teacher Certification and Preparation
   Pennsylvania Department of Education
   333 Market Street
   Harrisburg, PA  17126-0333

General Information (717) 787-3356; Customer Service (717) 787-3356; text telephone TTY (717) 772-2864, Voice Response Unit (717) 787-2967

Q. How do I keep my certificate active or valid?
A. It is the responsibility of each professional educator to be aware of certification requirements and to maintain a valid certificate. The School Code, relating to continuing professional development, Section 1205.1 and 22 Pennsylvania Code, Chapter 49 Regulations of the State Board of Education, § 49.17 contain this vital, important information. This information will also be printed on the reverse side of every Pennsylvania Professional Certificate and is available on the Department’s website: www.pde.state.pa.us.

About Certification for Applicants Prepared Outside of Pennsylvania
These questions and answers are based on current regulations as of September, 1999, and are subject to change by the Pennsylvania State Board of Education and/or the General Assembly.

Q. Is a PDE certificate required in Pennsylvania?
A. Yes. Any professional serving in the public schools must hold an appropriate, valid Pennsylvania certificate. Remember: the state considers certificates and permits valid sanctions for practice.

Q. What type/area certificate is required?
A. Types of certificates are: Program Specialist, Instructional, Vocational Instructional, Educational Specialist, Intern, Supervisory, Administrative and Letters of Eligibility. Individuals must hold a valid and active certificate with the proper endorsement areas corresponding to the job assignment in order to serve in the public schools. The exception to this is an instance where no certificate exists (e.g. gifted education). The state, then, will permit any Level I or Level II.
**Certification**

**Q. What do the terms "Level I" and "Level II" mean?**

A. Pennsylvania currently has two levels of certification. The initial certificate, Level I, is also known as a provisional certificate. Depending on the type, it is valid for a specific number of service years, during which time the holder must complete certain requirements (e.g. coursework, experience, induction program). Upon completion of those requirements, the Level I must be converted to Level II. If not converted, the Level I lapses, and the individual may not be employed in a Pennsylvania public school with a lapsed certificate. Likewise, every Level I and Level II certificate holder must maintain an active certificate by completing required CPE credits/hours every 5 calendar years for the career life of the certificate.

**Q. How do I qualify for a certificate if I have been trained out-of-state?**

A. Candidates who have completed approved certification programs at out-of-state colleges may have their credentials reviewed directly by the Bureau of Teacher Certification and Preparation. The evaluation is conducted using the same State Board standards referenced above. Candidates who meet all requirements are issued a certificate. If the evaluation by the Bureau reveals minor deficiencies in the candidate's preparation program, the Bureau will prescribe the additional requirements to be met in securing certification. If a major deficiency is found, applicants are advised to contact an approved college program.

A graduate of an out-of-state college may be eligible for certification in Pennsylvania provided that:

- The recommending college has a state-approved preparation/certification program in the area of certification requested;
- The applicant has received a recommendation from the dean or department of education chairperson of the preparing college or possesses a teaching certificate comparable to the Pennsylvania Level I certificate;
- The preparation program completed by the applicant is comparable to approved programs offered by Pennsylvania colleges. Certificates are issued only for major areas of study;
- The applicant applying for his/her first Pennsylvania Instructional Certificate obtains a satisfactory score on the Pennsylvania Teacher Certification Tests. These tests are the PRAXIS tests(s); and
- The applicant meets all other requirements established by law (School Code 1209).

**Q. Is there reciprocity between Pennsylvania and other states?**

A. Yes. Reciprocity, which many people assume means the automatic issuance of a state's comparable certificate based on a similar certification of another state—without any additional requirements—does not guarantee a Pennsylvania certificate. Interstate certification agreements are a set of negotiated conditions upon which a certificate in one state may simplify the issuance of the comparable certificate by another state. These may include: recency of college preparation, recency of certificated service, preparation through an approved college preparation/certification program in the other state, the standards of preparation, preparation in an academic major concentration, date of graduation, certification tests and others. A current listing of states with which Pennsylvania enjoys reciprocity can be found on PDE’s website: [www.pde.state.pa.us](http://www.pde.state.pa.us).

**NOTE:** Certification agreements currently apply only to Instructional certificates, and do not apply to Program Specialist, Vocational, Educational Specialist, Supervisory or Administrative certificates or a Superintendent's Letter of Eligibility.
Q. What tests do I need to obtain a Pennsylvania certificate?
A. Since the adoption of new State Board regulations expanding testing requirements, interested parties should refer to the following sources for testing information:
- www.pde.state.pa.us
- PDE’s Division of Teacher Education, (717) 787-3470; or
- www.ets.org
  Educational Testing Service
  PO Box 6051
  Princeton, NJ 08541-6051
  Telephone: 609-771-7395

Q. Will my Instructional I certificate expire if I do not teach?
A. No. Beginning September 1980, the Instructional I became valid for six years of service time spent in the public schools of Pennsylvania.
NOTE: This validity period is for ACTUAL school years of service—not calendar years.

Q. Can my initial certificate be renewed?
A. No, it cannot. If you complete six years of teaching, your Level I Instructional Certificate must be converted to a Level II, or the certificate becomes invalid. You may not teach on an invalid certificate, nor will an Emergency Certificate be issued in its place.

Q. How do I add a subject area to my certificate?
A. To add an additional endorsement area to a current, valid Pennsylvania Professional Certificate, an applicant must take and pass the PRAXIS specialty area test(s).

**About the Letter of Master's Equivalency (formerly called Master’s Equivalency Certificate)**
These questions and answers are based on current State Board regulations as of September 1999, and are subject to change by the Pennsylvania State Board of Education and/or the General Assembly.

Q. What is a Letter of Master's Equivalency?
A. The Letter of Master's Equivalency is issued to qualify the holder for salary increments provided by law.

Q. Is the Letter of Equivalency the same as a master's degree?
A. No. It is not the same as an earned master's degree and does not allow the holder the entitlements of an earned master's degree. It is merely an accrual of credits.

Q. Who qualifies for a Letter of Equivalency?
A. Persons who hold a valid Level I or Level II Pennsylvania certificate and have completed the necessary credit requirements qualify.
Q. What are the credit requirements for a Letter of Equivalency?
A. Thirty-six graduate semester credits with a grade of "C" or better. On a Pass or Fail basis, Pass is acceptable. A minimum of 18 academic graduate credits must be earned in the content area of the applicant's primary teaching assignment at a college/university approved by its respective state department of education to offer graduate work. The credits may be in one of the following distributions:

- All graduate semester credits earned in a college/university approved for granting graduate credit;
- A minimum of 18 graduate semester credits earned in a college/university approved for granting graduate credit, with the remaining 18 earned through Pennsylvania in-service programs approved after October 1, 1972, by the Secretary of Education; or
- A minimum of 18 graduate semester credits earned in a college/university approved for granting graduate credit with the remainder being a combination of graduate college/university and approved Pennsylvania in-service credits.

These graduate semester credits must be earned after the bachelor's degree has been conferred.

Q. Are Pennsylvania in-service credits acceptable?
A. A maximum of 18 Pennsylvania in-service credits approved for meeting the master’s equivalency requirements is acceptable, provided all in-service credits have a satisfactory rating at the time of completion, and an official in-service letter(s) is submitted with the application. (Official in-service letters with raised seal are issued by the in-service coordinator at a Pennsylvania Intermediate Unit.)

Q. Are community college credits and continuing education units (CEUs) accepted toward a Letter of Equivalency?
A. No. Community college credits and continuing education units (CEUs) are not accepted toward a Letter of Equivalency.

Q. I am a vocation instructional holder. Can I apply for an Equivalency?
A. Yes. The Letter of Equivalency for Baccalaureate is issued to holders of Vocational Instruction I and II or their equivalents upon accumulation of 90 college credits. A minimum of 18 credit hours of the final 30 shall be earned at a state-approved baccalaureate degree-granting institution. The remaining 12 may be satisfied through approved in-service.

Q. Are correspondence courses and courses taken as independent study acceptable?
A. Yes. However, credits from such courses may be acceptable only if the semester credits: are earned at and appear as bona fide course work at the appropriate level with a passing grade; are on an official transcript of a college/university; and are approved by the respective state department of education for offering the appropriate academic degrees.

Q. Are quarter credit hours equivalent to semester credit hours?
A. No. A quarter credit hour is only equal to two-thirds of a semester credit hour.

Q. If I have a Level II Instructional Pennsylvania certificate, may I use the credits that are already on file with PDE toward a Letter of Master’s Equivalency?

3 Chapter 49, as of June 2006, is under scheduled review and there are proposed changes. Contact your UniServ Representative for updated information on these regulations.
A. Yes. However, the semester credits must be bona fide graduate semester credits. Upon request and receipt of an application and fee for a Letter of Equivalency, the Bureau of Teacher Preparation and Certification will research its microfilm and archive files. However, often the microfilm documents are unverifiable and will result in requiring the applicant to contact the Registrar of each college/university to verify the course work. The additional time expended frequently results in a delay in the processing of the application.

Q. How do I determine whether my courses were post baccalaureate or graduate to count toward the Letter of Master’s Equivalency?
A. Courses must be clearly listed as graduate semester credit on the transcript. If you feel there will be doubt about the acceptability of a particular course, it is advisable to consult the college/university offering the course to determine whether the course will be reflected as graduate credit on the transcript.

Q. What if the credits I used for my Level II certification were post baccalaureate and not graduate level credits?
A. It is the responsibility of the applicant to provide evidence that courses are graduate level. If transcripts indicate "upper-level undergraduate or graduate," written verification from the Registrar is required before the course can be accepted as a graduate-level course. This creates a delay in processing your application.

Q. How can I be sure my Letter of Equivalency application will be processed in a timely manner?
A. In fairness to all applicants, the BTPC processes applications in order of receipt by that office. This Bureau receives a tremendous volume of applications. By carefully reading and following the instructions, the candidate can eliminate delays in processing. Understand the Bureau is not obligated to meet school district deadlines for having Letters of Equivalency issued by certain dates. In fact, the Bureau will not give priority to expedite requests.

Q. How do I apply for a Letter of Equivalency?
A. Applicants must complete a General Application form and a Letter of Equivalency form. These forms are available at all Pennsylvania school district offices and through the Bureau of Teacher Preparation and Certification or may be downloaded from the PDE website: www.pde.state.pa.us.

Q. How do I contact the Bureau of Teacher Certification and Preparation?
A. Due to the tremendous volume of telephone calls and applications, there are times when it may be difficult to reach us. You may use e-mail, or contact us by U.S. mail at the following address:

   Bureau of Teacher Certification and Preparation
   Pennsylvania Department of Education
   333 Market Street
   Harrisburg, PA  17126-0333

General Information (Voice Response Unit) (717) 787-2967; Customer Service (717) 787-3356; text telephone TTY (717) 772-2864, website: www.pde.state.pa.us.
CALCULATION OF CERTIFICATED SERVICE

CSPG No. 8
July 1, 2004

CALCULATING CREDITABLE SERVICE EXAMPLES

Examples for calculating creditable service are given below and are based on two discrete factors-A and B, which are used in making such a determination.

Factor A: An individual must serve minimally one-half of the employing school entity’s teaching day or week to receive credit toward permanent certification. When a school entity established its school week on a total hour basis, the calculation of service by the number of days in a week is not applicable.

<table>
<thead>
<tr>
<th>Number of Service Hours/</th>
<th>Number of Periods/</th>
<th>Service Time Counted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Periods in School Day</td>
<td>Hours Served</td>
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</tr>
<tr>
<td>6</td>
<td>3</td>
<td>X</td>
</tr>
<tr>
<td>7</td>
<td>4</td>
<td>X</td>
</tr>
<tr>
<td>7</td>
<td>3</td>
<td>X</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Days in School Week</th>
<th>Number of Days Served</th>
<th>Service Time Counted</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>2 ½</td>
<td>X</td>
</tr>
<tr>
<td>5</td>
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<td>X</td>
</tr>
<tr>
<td>5</td>
<td>2</td>
<td>X</td>
</tr>
</tbody>
</table>

Factor B: A person must serve minimally 45 days in a long-term substitute or regular capacity during a 180 day state-mandated school year to receive credit toward permanent certification.
EXAMPLES

CSPG No. 8
July 1, 2004

Calculating Credit Examples:

State Mandated 180 Day School Year

<table>
<thead>
<tr>
<th>Days Worked in Fall</th>
<th>Days Worked in Spring</th>
<th>Total Credit Toward Permanent Certification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Teacher</td>
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<tr>
<td>Works 36 Days</td>
<td>Works 90 Days</td>
<td>½ Year</td>
</tr>
<tr>
<td>(No Credit)</td>
<td>(½ Year Credit)</td>
<td></td>
</tr>
<tr>
<td>Regular Teacher</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Works 54 Days</td>
<td>Does Not Work</td>
<td>½ Year</td>
</tr>
<tr>
<td>(1/2 Year Credit)</td>
<td>(No Credit)</td>
<td></td>
</tr>
<tr>
<td>Substitute Teacher</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subs for Teacher A</td>
<td>Subs for Teacher B</td>
<td></td>
</tr>
<tr>
<td>90 Days</td>
<td>48 Days</td>
<td>1 Year</td>
</tr>
<tr>
<td>(1/2 Year Credit)</td>
<td>(1/2 Year Credit)</td>
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</tr>
<tr>
<td>Substitute Teacher</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subs for Teacher A</td>
<td></td>
<td>½ Year</td>
</tr>
<tr>
<td>16 Days</td>
<td>Subs for 15 Days</td>
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</tr>
<tr>
<td>Subs for Teacher B</td>
<td>(No Credit)</td>
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<td>16 Days</td>
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<td>Subs for Teacher C</td>
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<tr>
<td>16 Days</td>
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<td>(1/2 Year Credit)</td>
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<tr>
<td>Substitute Teacher</td>
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<tr>
<td>Subs for 45 Days</td>
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<td>1 Year</td>
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<td>(1/2 Year Credit)</td>
<td>(1/2 Year Credit)</td>
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</tr>
<tr>
<td>Substitute Teacher</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subs 45 days across Fall</td>
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<td>½ Year</td>
</tr>
<tr>
<td>Spring Term</td>
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<tr>
<td>(1/2 Year Credit)</td>
<td></td>
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</tr>
</tbody>
</table>
Leaves

FAMILY AND MEDICAL LEAVE ACT

The Family and Medical Leave Act entitles eligible employees to receive 12 work weeks of unpaid, job-protected leave within a 12-month period to care for a child after birth or adoption or for serious health conditions of the employee or the employee's spouse, parent or child.

Employees are eligible for such leave if they have worked at least 1,250 hours during the preceding 12-month period. An employer is required to continue all health insurance coverage during the leave and the employee is entitled to return to work at the same status and with the same benefits.

Employees are required to provide the employer with 30 days advance notice of the need to take FMLA leave for child care or planned medical treatment. There are, of course, exceptions for medical emergencies. In such instances, the employee shall give notice "as soon as practicable under the facts and circumstances of the particular case." 29 C.F.R. § 825.303 (1993). An employee may also be required, depending upon the employer's practice, to provide medical certification from a health care provider as proof of illness. 29 C.F.R. § 825.305 (1993). Similarly, the FMLA regulations indicate that employers may insist upon written requests for FMLA leave, except in emergency situations, where verbal notification is sufficient. 29 C.F.R. §§ 825.302(b), (c), 825.303 (1994).

The FMLA regulations further provide that employers may require "employee's request for leave . . . be supported by a certification issued by a health care provider of the employee or the employee's ill family member." 29 C.F.R. § 825.305(a) (1994). There are minimum and maximum limits on the information that can be obtained in this regard, however. In fact, the Department of Labor has developed its own certification form which is available for use by employers.

An employee who qualifies for unpaid FMLA leave may also qualify to use his or her accumulated paid leave time. Depending on the circumstances, the employer may require that paid leave be taken and credited against the employee's available FMLA leave, thus reducing the FMLA entitlement. Similarly, if not required by the employer, the employee may elect to take paid leave and have it credited against available FMLA leave time. In calculating the amount of FMLA leave that an employee is entitled to, the fact that a holiday occurs during a week in which FMLA leave is taken has no effect. If, however, the employer has ceased operations for one or more weeks during that time and employees are not expected to report to work, then the days on which the employer has temporarily ceased to operate are not counted against an employee's leave entitlement. 29 C.F.R. § 825.200(f).

Employers are required to post a notice explaining the Act and its provisions. 29 C.F.R. § 825.300(a) (1994). Additionally, employers are obligated to provide any employee requesting FMLA leave a specific notice detailing the "specific expectations and obligations of the employee". 29 C.F.R. § 825.301(c) (1994). See Ragsdale v. Wolverine Worldwide, 535 U.S. 81, 122 S.Ct. 1155 (2002)(Although the Court struck down a regulation
Leaves

PUNITIVELY AWARDING AN ADDITIONAL 12-WEEK LEAVE PERIOD TO AN EMPLOYEE WHOSE EMPLOYER DID NOT NOTIFY HER OF HER FMLA RIGHTS, THE COURT ACKNOWLEDGED THAT “[T]HE FMLA MAKES IT UNLAWFUL FOR AN EMPLOYER TO “INTERFERE WITH, RESTRAIN, OR DENY THE EXERCISE OF” THESE RIGHTS, AND VIOLATORS ARE SUBJECT TO CONSEQUENTIAL DAMAGES AND APPROPRIATE EQUITABLE RELIEF.”) SEE, ALSO CONOSHENTI V. PUB. SERV. ELEC. & GAS CO., 364 F.3D 135 (3RD CIR. 2004).

APPLICATION OF THE FMLA MAY VARY FROM DISTRICT TO DISTRICT. IN NO CASE, HOWEVER, CAN THE FMLA BE USED TO REDUCE BENEFITS ALREADY PROVIDED UNDER A COLLECTIVE BARGAINING AGREEMENT. SEE RICH V. DELTA AIR LINES, INC., 921 F. SUPP. 767 (N.D. GA. 1996).


YOUR UNISERV REP SHOULD BE CONSULTED TO DISCUSS SPECIFIC DETAILS RELATING TO THE ACT

MATERNITY/CHILDREARING/PARENTAL/ADOPTIVE

INTRODUCTION

PSEA LEADERS SHOULD UNDERSTAND THAT A LEGAL DISTINCTION HAS ARisen BETWEEN CHILDBEARING AND CHILDMREATING. PREGNANCY AND RELATED CONDITIONS AND DISABILITIES ARE CONSIDERED CHILDBEARING FUNCTIONS. SINCE CHILDBEARING CAN BE ACCOMPLISHED ONLY BY WOMEN, IT IS SEX DISCRIMINATION TO TREAT CHILDBEARING DIFFERENTLY FROM ANY OTHER TEMPORARY ILLNESS OR DISABILITY.

CHILDMREATING CAN BE PERFORMED BY BOTH SEXES, AND, IF BARGAINED, MUST BE AVAILABLE TO BOTH MEN AND WOMEN. IT MAY BE SEX DISCRIMINATION TO TREAT CHILDMREATING LEAVE IN A DIFFERENT MANNER THAN OTHER LEAVES (E.G., WITH RESPECT TO ACCRUAL OF SENIORITY) IF MORE WOMEN THAN
men take childrearing leave, inasmuch as the different treatment impacts more heavily on women.

The Commonwealth Court has ruled that pregnancy must be treated as any other illness or disability. See *Dallastown Area Sch. Dist. v. PHRC*, 460 A.2d 878 (Pa. Commw. Ct. 1983). If a school district or a local association does not so treat pregnancy, the district or association is guilty of sex discrimination because pregnancy is a condition which affects only females. A good yardstick to determine whether a particular school district discriminates against pregnant employees is to consider whether the district treats the pregnant employee on sick leave differently from the employee who has the flu and is on sick leave, or treats the pregnant employee on childbearing leave different from any other employee on a leave of absence for disability.

It is important to remember that Pennsylvania law on pregnancy applies not only to disabilities relating to pregnancy itself, but also to disabilities or conditions resulting from miscarriage, abortion, and delivery.

**See also Sample Letters, Local Operations.**

**Childbearing Leave**

Pregnancy-related disabilities are experienced to varying degrees by women during childbearing. Note that the condition of pregnancy itself is not a disability, but to the extent that an employee experiences a pregnancy-related disability, that employee is entitled to all benefits available to any other temporarily disabled employee. See *Trans-World Airlines, Inc. v. City of Philadelphia*, 403 A.2d 1057 (Pa. Commw. Ct. 1979) (holding that pregnancy itself is not a disability, but that pregnancy-related disabilities should be treated like any other disability). Therefore, the pregnant employee may use sick leave and may (if she otherwise qualifies) take a sabbatical for restoration of health. See *Anderson v. Upper Bucks County Area Vo-Tech School*, 373 A.2d 126 (1977). The Human Relations Commission has enacted regulations having the force of law which provide (among other things) that leave of absence for childbearing must be administered in the same manner and terms as any other leave for disability. For example, payment under any health or disability insurance plan must be provided to the employee on childbearing leave on the same terms and conditions as it is applied to other leaves for disabilities. See 16 Pa. Code 41.103(a).

Additionally, the regulations specifically provide that the school district cannot require a pregnant employee to take leave automatically at a certain time during the pregnancy. For example, the school district may not require that its employees begin childbearing leave in the fifth month of pregnancy. See *Leechburg Area Sch. Dist. v. PHRC*, 339 A.2d 850 (Pa. Commw. Ct. 1975); *Freeport Area Sch. Dist. v. PHRC*, 335 A.2d 873 (Pa. Commw. Ct. 1975). Similarly, a district can not require that maternity leave be taken for one entire school year, when it did not require the same for other leaves. *West Middlesex Sch. Dist. v. PHRC*, 394 A.2d 1301 (Pa. Commw. Ct. 1978).

Where the employer accepts medical judgment concerning other disabilities, it must accept a physician's determination as to the date of the pregnant employee's disability. See 16 Pa. Code 41.103(b). Note that a pregnant employee is not required to take childbearing leave. A school
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district must show that a particular employee is incapable of satisfactorily performing her assigned tasks in order to lawfully require her to stop working because of her pregnancy. See Cerra v. East Stroudsburg School District, 299 A.2d 277 (Pa. 1973).

Similarly, the school district cannot lawfully require a teacher to remain on leave after she has recovered from her disability. See 16 Pa. Code 41.103(c). In recent years, at least one arbitrator has found that a school district violated the collective bargaining agreement when it refused to grant a teacher permission to end her childbearing leave, instead granting her a 12-week FMLA leave. See Upper Moreland Education Association v. Upper Moreland School District, (Brogan, Arb. 2003). However, the district may adopt a reasonable return-from-leave policy as long as it applies equally to all temporarily disabled employees. The school board may require notice of intent to resume employment at a certain time or presentation of a physician's certificate of fitness to return. The board may allow return only at the beginning of the next semester or may guarantee employment no later than the first day of the school year following certification of fitness.

The Human Relations Commission regulations governing disability resulting from pregnancy also apply equally to disability resulting from miscarriage, abortion, delivery, and recovery. See 16 Pa. Code 41.101.

Unmarried and pregnant teachers

The school district may not limit childbearing or childcare leave to married teachers. See 16 Pa. Code 41.101. Apparently a collective bargaining agreement limiting leave to married teachers is also invalid.

Whether a school district may dismiss a pregnant but unmarried woman on the grounds of immorality is an unanswered question. A district may fire a tenured teacher for immorality where the teacher's conduct is (1) illegal, or (2) offensive to the morals of the community and a bad example to the students. See Horasko v. School District of Mount Pleasant Township, 335 Pa.369, A2d 886 (1939).

Many years ago, a lower court held that a pregnant and unmarried teacher could be dismissed for immorality. However, since that decision, the criminal code has been revised and laws prohibiting sex discrimination have been enacted.

In Pennsylvania, adultery and fornication are no longer crimes. Thus, to sustain an immorality charge, the school district must prove that an out-of-wedlock pregnancy is offensive to the morals of the community. Some organizations insist that sexual relations between consenting adults are not immoral; this may be helpful in proving that the community does not consider such conduct immoral.

Furthermore, even if the community views sex outside of marriage as immoral, school districts may not treat females differently from males. Thus, unless the district can demonstrate that it has or would have fired males for fathering children outside of wedlock (a most unlikely possibility), it cannot legitimately dismiss an unmarried and pregnant female.
In summary, while it is not absolutely certain that a school district cannot fire a woman who is unmarried and pregnant, some excellent arguments exist which may save the woman's job.

**Other conditions of employment**

Policies regarding job benefits, job security, and accrual of other benefits must be the same for disability due to pregnancy as for other disabilities. See *Dallastown Area Sch. Dist. v. PHRC*, 460 A.2d 878 (Pa. Commw. Ct. 1983). This means, for example, that if a district continues to pay for an employee's insurance benefits while the employee is out on sick leave because of the flu, then the district cannot terminate an employee's insurance benefits simply because her sick leave is granted as the result of complications of pregnancy. Additionally, if a district provides any employment benefits to employees on disability leave, it must also provide those benefits to employees on childbearing (and possibly childrearing) leave.

The Commonwealth Court has specifically held that the school district must allow a teacher to apply accumulated sick leave to days lost due to pregnancy. Such use of sick leave is, however, limited to childbearing leave. Thus, a teacher could use her sick leave prior to the date that the child was born and for a short period thereafter, but not for any time after the birth of the child in which she was not in some way disabled.

**Breast-feeding**

The Pennsylvania Supreme Court has held that a district did not sexually discriminate against a female employee by refusing to grant her leave for breast-feeding, reasoning that the female employee was treated no differently than any male employee who sought a leave of absence to remain at home to care for a disabled child. *Board of Sch. Directors of Fox Chapel Area Sch. Dist. v. Rossetti*, 411 A.2d 486 (Pa. 1979).

**Childrearing leave**

There is a legal distinction between childbearing and childrearing. While childbearing is unique to women, childrearing is not; therefore, treating childrearing leave different from other leaves is not per se discriminatory. However, it may be sexually discriminatory to treat childrearing leave in a different manner if more women than men request childrearing leave inasmuch as the different treatment impacts more heavily on women. Whether there is a discriminatory practice with respect to childbearing leave will depend on the facts of each situation.

The Human Relations Commission (HRC) regulations provide that if a school district does provide childrearing leave, it must do so for men as well as women. See 16 Pa. Code 41.104(b). See also, *Schafer v. Board of Education of the School District of Pittsburgh*, 903 F.2d 243 (3rd Cir.1990) (a male teacher was denied childrearing leave; prima facie case of sex discrimination under Title VII of the Civil Rights Act of 1964). The HRC regulations also provide that childrearing leave beyond the period of actual disability should not include any payments for sick leave or disability. See 16 Pa. Code
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41.104(a). Therefore, a teacher cannot use sick leave any time before or after the birth of the child when the teacher was not in some way disabled.

**Related matters concerning sex discrimination**

Disability insurance plans, if paid for in whole or in part by the employer, must treat pregnancy the same as any other disability. Moreover, the United States Supreme Court has held recently that an employer unlawfully discriminated against male employees on the basis of sex by providing limited pregnancy-related benefits for female spouses and more extensive disability coverage for male spouses. See *Newport News Shipping and Dry Dock Company v. EEOC*, 462 U.S. 669 (1983).

Additionally, the United States Supreme Court has held that it is sex discrimination to require female employees to make larger contributions into a retirement fund in order to receive the same monthly benefits upon retirement, and that it also constitutes discrimination to provide lower monthly retirement benefits to females who make the same contributions as males on the premise that women live longer than men. See *Los Angeles Dept. of Water and Power v. Manhart*, 435 U.S. 702 (1978); *Arizona Governing Committee for Tax Deferred Annuity and Deferred Compensation v. Norris*, 463 U.S. 1073 (1983).

Two federal courts, however, have allowed health insurance plans which only provide spousal coverage if the spouse earns less than the employee despite the provision's disparate impact on female employees. *Wambheim v. J.C. Penney Co., Inc.*, 705 F. 2d 1492 (9th Cir. 1983); *E.E.O.C. v. J.C. Penney Co., Inc.*, 843 F.2d 249 (6th Cir. 1988).

**SABBATICAL**

The Pennsylvania Public School Code provides for sabbatical leaves for professional employees in accordance with the provisions of Sections 1166 through 1171.

**Eligibility**

Any professional employee who has satisfactorily served in the public schools of the Commonwealth for a period of ten (10) years of which at least five (5) consecutive years have been in the school district from which the leave is sought is entitled to a leave of absence for professional development or a sabbatical for restoration of health. The Commonwealth Court has held that the five consecutive years do not have to immediately precede the leave. They can be any consecutive five years. *School District of North Braddock v. Roy*, 285 A.2d 550 (Pa. Commw. 1971). At least one arbitrator has held that the School Code makes no distinction between part-time and full-time employees for the purpose of computing eligibility for sabbatical leave. See, e.g., *Clairton School District* (Feb. 28, 1990, Arbitrator William Hannon).

The Commonwealth Court has also held that under appropriate circumstances, a year of service as a permanent substitute will be considered a year of service as a professional
employee for purposes of determining eligibility for sabbatical leave. Factors for consideration include whether the substitute is paid in the same manner that regular teachers are paid, whether the substitute was filling in for a regular teacher who had taken a leave of absence, and whether the substitute's performance was satisfactory. Scranton School District v. Weiss, 537 A.2d 910 (Pa. Commw. 1988), aff'd 557 A.2d 1060 (Pa. 1988).

After the first sabbatical leave has been granted, an employee is entitled to a sabbatical leave after each seven (7) years of service. The year in which a teacher takes a sabbatical may not count as one of the seven years of service towards the second sabbatical leave. Pennsbury School District v. Walker, 447 A.2d 1089 (Pa. Commw. 1982).

A school district may not limit the number of leaves of absence granted in any school year to less than 10 percent of the number of persons eligible for such leave. See City of Duquesne v. Duquesne Education Association, 512 A.2d 103 (Pa. Commw. 1986). Schools which have seven or fewer than seven staff members are permitted at least one leave of absence per term.

**Reasons For Sabbatical Leave**

In June 1996, the General Assembly amended the School Code to hold that sabbatical leaves may be taken for restoration of health or for professional development only. 24 P.S. § 1166 (1996). Prior to these amendments, sabbaticals could be granted for reasons of restoration of health, study, or travel. The new law, therefore, eliminates travel sabbaticals. Note that the new law does not supersede or preempt collective bargaining agreements in effect on June 28, 1996. Consequently, local associations that have contracts with specific sabbatical provisions granting travel sabbaticals will still be able to enforce those provisions to allow for travel sabbaticals as a contractual benefit. See Milton Education Association v. Milton School District (Dean, Arb. 1998)(upholding a grievant’s right to take a travel sabbatical as per the sabbatical provision in the parties’ collective bargaining agreement, notwithstanding the new amendments to the sabbatical provisions of the School Code); See also Plum Borough Education Association v. Plum Borough School District, 29 PPER ¶ 29199, (F.O. 1998) (holding that school districts do not have the authority to unilaterally implement policies eliminating travel sabbaticals as per the School Code amendments when the parties are in the midst of a collective bargaining agreement that was in effect on June 28, 1996 and that provided for travel sabbaticals); Westmoreland Intermediate Unit Education Association v. Westmoreland Intermediate Unit, 29 PPER ¶ 29227 (1998)(holding that school district cannot rely upon the new School Code amendments as justification to unilaterally change the sabbatical provision in the collective bargaining agreement, which provided for travel sabbaticals).

However, if a contract grants travel sabbaticals through only a general statutory savings clause, the statutory savings clause will incorporate the new sabbatical law for the duration of the contract and, in this manner, eliminate travel sabbaticals as a contractual benefit.

Leaves of absences taken for professional development must be directly related to an employee’s professional responsibilities, as determined by the school board. (The new law refers to what was previously called a study sabbatical as a “leave of absence for
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professional development”). Employees that take a full year of leave for professional
development must take, at a minimum: (a) 18 graduate credits; or (b) 24 undergraduate
credits; or (c) 360 hours of professional development activities; or (d) any combination of
(a), (b), or (c). Employees on a half-year leave for professional development must take,
at a minimum: (a) 9 graduate credits; or (b) 12 undergraduate credits; or (c) 180 hours of
professional development activities; or (d) any combination of (a), (b), and (c). In Weatherly Education Association v. Weatherly School District, 28 PPER ¶ 28168 (1997),
a PLRB hearing examiner found that districts do not have to bargain over policies on
leaves for professional development. That is, school districts do not have the discretion to vary
(e.g. increase or decrease) the professional development requirements of the new sabbatical law.
See also Everhardt v. Panther Valley School District (Carbon Cty. Ct. Com. Pl., Dec. 27, 1996)(holding that school district did not have the discretion to
require an employee to submit a more detailed application for professional development
leave when the application sufficiently set forth the appropriate number of credits of
coursework that satisfied the professional development requirements of the law).

The new sabbatical law has not changed the requirements giving rise to a sabbatical for
restoration of health. In this regard, then, it is important to note that in O'Lear v.
Leechburg Area School District, (Armstrong County Court, August 1990), a case
rendered prior to the new sabbatical law, a county court held that O'Lear was entitled to a
medical sabbatical upon her presentation of a certificate from her chiropractor, and was
not required to undergo another examination ordered by the school board. (See Appendix
C.) Moreover, in Weatherly, supra, the PLRB hearing examiner held that school districts
have a duty to bargain over policies concerning sabbaticals for restoration of health. See
also Tredyffrin-Easttown Education Association, 31 PPER ¶ 31090 (Prop. Dec. & Order
2000)(holding that a school district has the obligation to bargain a requirement that
employees must submit physician’s statements during and prior to the end of a health
sabbatical).

At least one arbitrator has held that fertility treatments are not for the restoration of
health, as contemplated by the School Code’s provisions on sabbatical leaves and thus,
upheld a District’s denial of a sabbatical for a person undergoing fertility treatments.
Bristol Boro EA (Gershenfeld, Arb., Jan. 2002).

Salary and Benefits During Leave

While on sabbatical leave an employee is entitled to at least one-half of the regular
salary. Thus, a local association can bargain for greater than one-half salary for persons
on sabbatical, in addition to other benefits such as health insurance, sick leave, and
personal leave. An employee who is on sabbatical leave is entitled to accrual of seniority
during the period of the leave, and also salary increments, and participation in PSERS (Section
1170 of the School Code).

Return From Leave

(A) OBLIGATIONS—An employee who applies for a sabbatical leave for one full
term or two half terms must return to the school district for at least one full term
immediately following the leave. Note that the new law eliminates employees’ previous
opportunity to request that the school board waive the return requirement in exchange for
the employee’s forfeiture of all benefits received during the leave. Thus, under the new law, if a teacher fails to return to employment for any reason except illness or physical disability, regardless of the district’s approval, he/she forfeits all benefits of the leave, including retirement contributions made by the district. An employee who cannot return due to illness or disability may, of course, use available sick leave after the expiration of the leave, however.

Whether an employee who takes a one half term sabbatical leave must return for only one half term or for a full term is not settled; PSEA is of the opinion that it is the former only. At least one county court, however, has decided that an employee must work for a full year after returning. Leewen v. State College Area School District (Centre County, 1985). This decision is only binding in Centre County.

In any event, if the leave is for one half term, the school district must grant an additional half term if the employee requests it and is unable to return due to illness or disability.

(B) RIGHTS—Section 1168 provides that a "person on (sabbatical) leave of absence shall be returned to the same position in the same school or schools. . . " "Same position" has been interpreted by the Commonwealth Court to mean same type of position -- e.g., elementary, middle, secondary. Dinberg v. Oil City Area School District, 416 A.2d 1139 (Pa. Comwm. 1980). There is no Commonwealth Court case resolving the question of whether "same position" means same grade level.

However, the Commonwealth Court, in Bellefonte Area School District v. Deak, 779 A.2d 1240 (2001), remanded a case to the trial court for further evidentiary proceedings on the question of whether teaching eleven to fifteen-year-old students in sixth, seventh, and eighth grade in a “part-time” classroom, where the students would spend part of their time with the special education teacher and the other in the regular education classroom, was the “same position” as teaching twelve to thirteen-year-old students in seventh grade only in a “resource room” class.

We have also had differing results at the county court level. See Pursell v. Bald Eagle School District (Centre County Court, 1989) (when the assignments are upperlevel courses; "same position" encompasses same classes as well as same level). Iroquois Area Educ. Ass’n v. Iroquois Area Sch. Dist., (Imundo, Arb., Nov. 2003)(holding that a teacher who taught primarily sixth grade science and math prior to a sabbatical leave was not assigned to the same or similar position when she was assigned a sixth grade English class following sabbatical). See also, Bitzer v. York Suburban School District, (York County Court, 1990). Compare, Kinniry v. Abington School District (Montgomery County Court, 1991) (school code not violated when sixth grade teacher returned to fourth grade after sabbatical); Lehigh Cty. Vo-Tech Sch. v. Chris W. Demers (Lehigh County Court 1991) (Industrial Arts Instructor was "same position" as a full-time sheet metal instructor).

There are no definitive decisions dealing with the meaning of "same school." It is clear, however, that a local association may waive the "same school/same position" requirement in a collective bargaining agreement. Dinberg, supra.
Leaves

**Regulations**

A school district may establish rules or regulations designed to ensure that the employee uses the leave for the purpose granted. It may also establish priority standards where the number of eligible persons applying for leave exceed the number of available leaves, which is to say, when the number of eligible applicants exceed 10 percent of the eligible employees. The law requires one of the priority standards to be the years of service since the previous sabbatical leave (Section 1167).

**OTHER RIGHTS**

**DEMOPTION**—The Secretary of Education has held that the propriety of a demotion will be reviewed even though the teacher is on sabbatical leave. Ferko v. Dallas School District, T.T.A. 27-91, (1992).

**DISMISSAL**—An arbitrator has found that an employee, who qualifies for and applies for a sabbatical leave for medical reasons prior to a formal statement of dismissal charges issued by the district, could not be denied the leave even though the application was made subsequent to receipt of an unsatisfactory rating and a suggestion that the employee resign. East Pennsboro School District (February 7, 1991). This decision was reversed by the Commonwealth Court. See Lenker v. East Pennsboro Area School District, 609 A.2d 216 (Pa. Commw. 1992).

**FURLOUGH**—An employee who qualifies for and applies for a sabbatical leave may not be furloughed until the leave is completed. Bristol Township School District v. Karafin, 498 A.2d 824 (1985). However, at least one arbitrator has held that the sabbatical leave request must be submitted before the district's deadline, even if the teachers in question did not have notification that they would be furloughed. Bradford EA (Arb. Lewis Amis, 1992).

**WORKER’S COMPENSATION**—An employer is not entitled to offset sabbatical leave salary payments by worker's compensation benefits; an employee who qualifies for worker's compensation benefits and a sabbatical leave is entitled to his or her full benefits from each. Panaci v. Worker's Compensation Appeal Board, 443 A.2d 881 (Pa. Commw. 1982).

**SICK LEAVE ACCUMULATION**—The general rule is that professional employees are not entitled under the Public School Code to accumulate sick leave days during a sabbatical leave. See Schell v. Eastern York School District, 500 A.2d 896 (Pa. Commw. Ct. 1985), aff’d, 527 A.2d 532 (Pa. 1985); Appeal of John D. Griffith, Sick Leave Appeal, No. 7-78. An exception may be where the sabbatical is for restoration of health and the employee is ill. Appeal of Rebecca Raybuck v. DuBois Area School District, Sick Leave Appeal No. 22-78. Of course, there is nothing in the law prohibiting a school district and local association from negotiating accumulation of sick leave during a sabbatical.

What may be confusing is how a professional employee accumulates sick leave during a school year in which part of the school year is spent on a sabbatical. A professional employee is entitled under the law to ten days of sick leave each school year. This means
that where a professional employee is prevented by illness from finishing the school year, he/she can use those ten days, even if he/she has not worked enough days to have earned them. Raybuck, supra; Donald V. Claypool v. North East School District, Sick Leave Appeal No. 22-78. Therefore, if an employee comes to work on the first day of school, he or she is entitled to use, immediately, ten days of sick leave. If the employee does not use any days during the first half school term, he or she is entitled to accumulate five days; since there would be no accumulation during the second half term (i.e., sabbatical), the total accumulation would be five days for the school year. If the sabbatical occurred during the first half term, the employee would be entitled to only five days during the school year. Therefore, the employee who takes a sabbatical during the second half school term has an advantage i.e., the chance to use the full ten days of sick leave.

UNEMPLOYMENT COMPENSATION—Unemployment Compensation benefits are not available during a period of a paid sabbatical leave. (Section 402.1).

SICK LEAVE USE—The Commonwealth Court has held, and the Pennsylvania Supreme Court has affirmed, that an employee who is ill during a sabbatical leave and who is "unquestionably" unable to comply with her sabbatical itinerary for medical reasons, has a right to use accrued sick leave and be paid for the equivalent of full salary for the sick leave. See Schell v. Eastern York School District, 500 A.2d 896 (1985), aff'd, 527 A.2d 532 (Pa. 1987).

Questions regarding sabbatical leaves should be directed to your PSEA field staff.

CLASSROOM OCCUPATIONAL EXCHANGE

In conjunction with the new sabbatical leave as discussed above, the General Assembly, in June 1996, created and authorized school boards to grant employees a leave to acquire “practical work experience in business, industry, or government”. The teacher is considered in full-time daily attendance for purposes of full compensation (the district is reimbursed by the business, industry, or government entity), salary increments, seniority, retirement credit, and the right to make retirement contributions. 24 P.S. § 5-522.2. This section requires that the leave is granted in “accordance with the conditions and provisions set forth in section 1166.1 . . . .” 24 P.S. § 5-522.2. Districts have the obligation to bargain over policies relating to classroom occupational exchanges, however. Weatherly Education Association v. Weatherly School District, 28 PPER ¶ 28168 (1997).

Questions concerning classroom occupational exchange should be directed to your PSEA field staff.

SICK

Section 11-1154(a) of the Public School Code governs sick leave for both professional and temporary professional employees.
Leaves

**Entitlement**

Employees prevented by illness or accidental injury from rendering school service are entitled to **ten (10) days**, at full pay, of sick leave in any one (1) year. If the accidental injury is incurred while the employee is engaged in remunerative work unrelated to school duties, he/she is not entitled to paid sick leave.

Question: When a teacher who is on an approved sick (childbearing) leave on the first day of the school year subsequently elects to take an unpaid childrearing leave, are the ten (10) days of sick leave entitlement retroactively forfeited in whole or in part?

The Commonwealth Court, in *Grim v. West Chester Area School District*, 529 A.2d 71 (Pa. Commw. 1987), held where the district had a policy of prorating sick leave, sick leave could be prorated where a teacher began the school year, and then took a voluntary unpaid leave of absence for childrearing purposes.

Ten (10) days per year is the legal minimum. Additional sick leave may be provided for in collective bargaining agreements, or in school board policy manuals.

Individuals who need to return from sick leave on a restricted, part-time basis, until they fully recover from their illness/disability may use their sick leave for the purpose of establishing a part-time schedule. *Crawford County Vocational-Technical Sch. Educ. Ass’n v. Crawford County Vocational-Technical Sch.*, (Winters, Arb., Feb. 2004)(upholding the grievance of an individual denied the opportunity to use two days of sick leave per week to take Tuesdays and Thursdays off, while working Monday, Wednesdays, and Fridays).

**Accumulation**

Unused leave is cumulative from year to year in the district of current employment or its predecessor without limitation. All or any part of, the accumulated unused leave may be taken with full pay in any one or more school years.


**Transfer/Accumulated Leave**

1. Subsequent to July 1, 1989, an employee who severs his/her employment with one school district and enters into employment with another district is entitled to all accumulated leave to a maximum of twenty-five (25) days. See *Sloand v. Cumberland Valley School District*, TTA No. 10-89.

This section (11-1154) does not require that an employee's service from one district to another district be **continuous** in order to transfer unused sick leave to the district of current employment. In *Mascio v. Moon Area School District*, 500 A.2d 1237 (Pa. Commw. 1985), the court held that, upon securing a professional position with a school district, a professional employee could carry over up to
twenty-five (25) days of sick leave accumulated while in her previous position in another school
district, notwithstanding the hiatus between her employment with the two school districts. Thus,
continuous service is not required. See also Mifflinburg Area Educ. Ass’n v. Mifflinburg Sch.
Dist., 555 Pa. 326, 724 A.2d 339 (1999)(holding that individuals are entitled to salary credit for
every year of service in a particular district, notwithstanding whether there was a hiatus of
employment)

2. Upon merger, establishment of joint schools, or formation of a union school district,
employees of the several school boards are entitled to sick leave accumulated in the individual
school district prior to the change.

Accounting

The school district must maintain and supply annually to each employee a copy of a
cumulative record of sick leave credited to and used by the employee. Disputes over the
amount of accumulated sick leave are decided on appeal to the Secretary of Education.

Proof of Illness

The school board may require the employee to furnish a doctor's certificate verifying that
the employee was unable to perform her/his duties during the period of absence. 24 P.S. § 1154.

In N.E.I.U. #19, 14 PPER ¶ 14239 (1983), the PLRB held that unilateral implementation
of sick leave policy is an unfair labor practice. The intermediate unit attempted to impose
a sick leave policy requiring documentation after three days absence and possible loss of
pay for noncompliance. In defending its action, the I.U. argued that Section 1154
empowered a school board to require verification of sick leave. The Board held that
Section 1154 did not mandate school boards to require verification, but simply allowed
them to do so. Additionally, the Board noted that the mere fact that the legislature
granted a prerogative with respect to a condition of work did not preclude the possibility
that the decision to exercise that prerogative could be influenced by the collective
bargaining process.

Alternative Payment Plan (Section 1154.1)

If an employee is unable to work as a result of illness or accidental injury, the district, by
written agreement with the employee, may establish, as an alternative to the payments
provided in Section 1154(a), a plan excluding from wages payments made as provided in
Section 209(b) of the Social Security Act.

Other Issues

For the analysis regarding the use and accumulation of sick leave while on sabbatical
leave, please review the section of this manual dealing with sabbatical leave. For the
analysis regarding the use of sick leave for childbearing or childrearing, please review the
section of this manual dealing with sex discrimination.

Any questions and/or concerns should be directed to your UniServ staff.
Leaves

OTHER PAID LEAVES

Death in Immediate Family

Section 11-1154(b) authorizes paid bereavement leave not to exceed three days for members of the employee's immediate family. Immediate family includes: "father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or near relative who resides in the same household, or any person with whom the employee makes his home."

Death of Near Relative

Section 11-1154(c) of the Public School Code provides paid leave for the day of the funeral of a near relative. A near relative is defined as "first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law." The school board may, in its discretion, provide additional leave "as the exigencies of the case may warrant."

Additional Compensation/Leave

Section 11-1154(e) provides that the school board may adopt rules or regulations extending a leave with or without pay in excess of that provided in the School Code, or authorizing paid leaves for purposes other than those provided.

Military Leave

1. Reservists: A school district is obligated to grant a paid leave of absence, not exceeding fifteen (15) days in any one year, and without loss of time or efficiency rating, to its employees who are members of any reserve component of the U.S. Army, Navy, Marines Corps, Air Force, or Coast Guard when "engaged in the active service of the United States or in field training ordered or authorized by the Federal forces." 51 Pa.C.S.A. § 4102. (See Young v. Tyrone Area School District, 358 A.2d 758 (Pa. Commw. Ct. 1976) which held that public school teachers were entitled to receive their regular earnings from the school district for their two weeks of summer training in army reserves, without deduction by the district of any monies earned by teachers during that period.

2. National Guard: A school district shall provide for paid leave, not to exceed fifteen (15) days per year, without loss of time or efficiency rating, to school employees who are members of the Pennsylvania National Guard" for training and those days they serve on active duty." 51 Pa.C.S.A. § 4102. Provision of unpaid military leave for periods exceeding the fifteen day maximum may be granted in the school board's discretion, or controlled by a collective bargaining agreement.

3. Military Service in Time of War or National Emergency: Section 1176 of the School Code authorizes leaves of absence for military or naval service in time of war or national emergency. Employees granted such leave are entitled to all increments granted (negotiated) during the period of leave; additionally, they shall continue to accrue seniority during their leave. The school district shall pay its contributions as well as those of the employee, to the Retirement Fund and must return the employee to the same or similar position held prior to the leave.
An employee who resigns or does not return to work shall have the amount of the Retirement Fund contributions of the District deducted from his pension entitlement. Should that employee return to work for in a position where he/she is entitled to membership in the Retirement Fund, he/she may repurchase that service time. Section 1176 military leave is subject to the following provisions:

a) the section applies to volunteers as well as to inductees.

b) within thirty (30) days of receipt of the notice to report for duty, the employee must provide the school board a copy of the notice which the school board must verify.

c) the employee must agree in writing to resume employment for at least one year following termination of the military leave. No leave of absence shall be granted unless the employee complies with this requirement.

d) during the leave, the employee will continue to accrue all rights and privileges as if he continued in the district's employ.

e) the employee is entitled to reinstatement in his/her former position, "or if this is impracticable in the [board's] opinion . . . then to a similar position." (Section 11-1177).

f) the school board must provide a fair and equitable method of preserving the rights of persons on its eligibility list who enlist or are inducted. (Section 11-1180(a)).

It is PSEA’s position that all of the above military leave discussion should apply to all members who are activated reservists or guards called to duty for the War on Terrorism initiated in September 2001. We anticipate that some employers may assert that there has been no formal declaration of war or national emergency and thus, argue that the School Code provisions should not apply.

**Should any employer not comply with its obligations as listed above, contact your UniServ Representative.**

PSEA has further asserted that those on military leave should receive the difference between the military pay they receive from the federal government and what they would have earned with the employer had they not been on military leave. At least one arbitrator, however, has rejected that theory, finding that all that those on military leave are entitled to from school employers are the fifteen (15) days of pay dictated by Pennsylvania’s Military Code. *Venango Technology Center v. Venango County Technical Sch. Educ. Ass’n*, (Newman, Arb., Nov. 2003).

**Collective Bargaining Agreement**
Other types of both paid and unpaid leaves of absence may be available as negotiated benefits.

**Check your contract carefully to see what paid leaves are provided. Any questions/problems concerning paid leaves should be directed to your PSEA field staff.**
Leaves

**OTHER UNPAID LEAVES**

Various unpaid leaves of absence are provided for in the School Code. Section 522.1 authorizes leave of absence for professional study. Any school employee who has been granted such leave by the school board shall be considered to be in full-time daily attendance in the position from which the leave was granted for the purpose of determining length of service and of making contributions to the Retirement System. This leave may be available as a negotiated benefit in which case additional contract benefits may exist.

Under Sections 1153 and 1154, boards of school directors may grant unpaid discretionary leaves. By policy, and/or in contract, some boards provide employees with unpaid leaves of absence for travel, study, restoration of health or for other reasons. **Check carefully your contract and/or school district policy manual.**

**Leave for elected public office** is authorized by Section 1182 for school employees who have at least five (5) years of service to a school entity and who have been elected to public office as a county official. Such leave shall be for the first four (4) years of elected service. The employee on such leave is not eligible for retirement credit nor may he/she purchase retirement credit for the period of such leave. Should the employee decide to return to employment following the expiration of the leave, he/she must be returned to a position similar to that which he/she held prior to the leave. The school board may, at its discretion, grant leaves of absence to employees elected to offices other than county officials. **Check carefully any contractual provisions that may exist.**

Your collective bargaining agreement may contain provisions for additional unpaid leaves of absence for such purposes as: Association leave, exchange-teacher leave, public service leave, etc. Recently, a PLRB hearing examiner found that policies regarding leave for attendance at professional development workshops are a mandatory subject of bargaining, and cannot be unilaterally adopted or modified by a district. **See, West Greene Education Association v. West Greene School District, 34 PPER ¶ 139 (2003).**

**Always check your contract and direct any problems or questions to your PSEA field staff.**
PSEA RETIRED

The May 1984 PSEA House of Delegates voted overwhelmingly to establish a PSEA retired membership category for all retired school employees. This new membership category is open to all public school employees who are no longer actively involved in the public schools by virtue of their retirement.

This new membership category creates an opportunity for all retired school employees to maintain an active role within our organization. It makes sense for PSEA to seek opinions and views of its members who have dedicated many years to the advancement and promotion of the profession and public education. Obviously, retired school personnel possess a wisdom which this organization must seek out and incorporate into its operation.

We are asking you, as a local association president, to encourage your members who retire to join PSEA Retired. It would be appropriate to have your association purchase a membership in PSEA Retired as a gift for retiring members. We are confident that you will encourage your local association members, who have given so much to their profession, to stay active in the organization through membership in PSEA Retired.

Membership applications are available through your local UniServ office or by contacting PSEA headquarters at 800-944-7732.

PSEA Retired has accomplished a great deal in a very short period of time. PSEA Retired membership continues to grow. There are two voting representatives on the PSEA Board of Directors and representatives sitting on all statewide standing committees. Two delegates from each region represent the PSEA-Retired at the House of Delegates.

We owe this growth in large part to our local associations. Many of our local associations purchased memberships for their retirees last year; our goal is 100 percent.

PSEA Retired offers a comprehensive Member Benefits package and special recognition in the Golden Apple Club for members with fifty years of service or more. Most importantly, PSEA Retired has a legislative task force which monitors state and national bills of concern to retired school employees.

Membership brochures, recognition certificates and applications are available from PSEA staff (800-944-7732).

PENNSYLVANIA PUBLIC SCHOOL EMPLOYEES' RETIREMENT SYSTEM

As the president of a local association, one of your concerns should be to understand how your members prepare themselves as they leave the teaching profession. The following information should help you in providing the needed direction. This is a growing service area and our efforts to continue properly serving our pre-retired and retired members are increasing rapidly. The concern your members have in this area is equal to, if not greater than, other concerns. We owe them this vital service. A current booklet dealing with retirement questions and answers is available through UniServ representatives.
It should be noted that the Estimated Check System delivers most of a retiree's Lump Sum Distribution, and provides an estimated monthly check within 60 days of retirement or receipt of application.

The legislature guarantees that the fund will provide member benefits regardless of the performance of investments in any given year. Continued growth stabilizes the fund, reduces the contribution rate for employers and the Commonwealth, and opens the door for benefit improvements.

Public employee retirement systems are established by law to pay retirement benefits and accumulate the resource with which to pay such benefits. Our fund accumulates its resources through collection of contributions by members, employers, and the state; and from income earned on investments. The Fund became fully funded in June of 1997. The PSERS is one of the twenty largest pension systems in the country.

PSERS BOARD ELECTION PROCEDURES

An active professional member of the Public School Employees' Retirement System is elected to a seat on the Board for a three-year term each fall.

Members desiring to run for election to this seat must be professional members of the System, must submit nominating petitions with 500 or more valid signatures and social security numbers of professional members, and must submit a biographical sketch of no more than 100 words.

Voters in the election for this seat must be designated as having "professional" voting status on their annual Statements of Account.

Ballots and information about the candidates are mailed to each active professional member. Local presidents should encourage members to vote for the PSEA candidate so that Association interests will be represented on the Board. Of the 15 voting members on the Board, active professionals fill three seats. By electing Association members to those seats, we protect the integrity of the fund, assure sound investments, and guarantee prompt handling of members' requests.

PRE-RETIREMENT CHECKLIST

If you plan to retire, you should consider the following:

The Teacher Retiring Should:

— Within 5 years of expected retirement, attend an Association pre retirement seminar for information on the transition period, social security and Medicare benefits, estate planning, PSERS option choices, and financial planning.

— Examine your latest Statement of Account and verify the information to determine if all credited service for which you are eligible has been purchased and credited to your account.
Within three years of expected retirement, visit your social security office to verify your earnings record.

Contact PSERS to secure an estimate of your retirement benefits.

Consider the merits of a sabbatical leave as a means to add up to one additional year of credited service.

Take the proper steps to be assured there will be no interruption in your health insurance coverage. Check with your district's business office, and read your collective bargaining agreement to see what insurance coverage will be provided or what you must do to maintain group coverage. Act 110 (1988) gives the employees and their dependents the option of continuing coverage in the group health plan to which they belonged as employees. They may continue to purchase that coverage until age 65 at a cost equal to the program offered active employees plus an additional two percent administrative fee.

Check to see if you are eligible for Premium Assistance of up to $100 per month.

Check your contract for other negotiated retirement benefits such as early retirement incentives.

Consider very carefully the various retirement options available, based upon your personal and total financial circumstances. At this point, make arrangements for a free retirement consultation with Association representatives and PSERS.

Secure an Application for Retirement from your local school district business office and submit it together with your letter of resignation to your employer.

Make certain a rollover form for proper tax treatment of your Lump Sum Distribution is included in your Application.

If eligible, you will also need a health care support payment application form.

Because of the impact of the Tax Reform Act of 1986, 1992, and 1996, it is advisable to meet with a tax consultant to determine the amount of federal income tax to be withheld.

After understanding the tax consequence, you may wish to consider an IRA for your rollover, than possibly a Roth IRA.

Consider applying for direct deposit of your retirement checks into your bank account.

Join PSEA-Retired.

Within 3 to 6 months of eligibility, call or visit your local social security office to apply for your social security. (Call at the end of the week and end of the month for best results.)
Retirement

The Association Should Make Certain:

1. Advise members considering retirement of all provisions contained in the Collective Bargaining Agreement and/or school policy that would provide a financial benefit to them upon retirement. Advise members of the procedure for application as well as possible time constraints for the applicable benefits such as extended health insurance, pay for unused sick leave, or severance payment.

2. Advise retiring members that an official resignation is not required unless locally adopted benefit procedures require a resignation.

3. Encourage retiring members to join the Pennsylvania State Education Association-Retired/NEA-Retired.

4. Advise the retiring teacher to contact your PSEA field staff person for assistance.

PRE-RETIREMENT COUNSELING

The Retirement System has three provisions for retirement with an allowance.

1. Normal Retirement (Superannuation)
2. Disability Retirement
3. Early Retirement

"Normal" Retirement:

For early retirement: with less than five years of credited service, you are eligible only for your own contributions.

With more than five years of credited service, penalties are assessed based on the benefit formula in the retirement code.

- With 35 years' service, you can retire at any age.
- With 30 years' service, you can retire at age 60.
- At age 62, you can retire with one or more years of service.

For early retirement:

- With 5 years' service, you can retire with a penalty.
- With 25 years' service, you can retire at age 55 with a reduced penalty.

For short-term exceptions: Legislative "windows" provide early retirement incentives which may reduce requirements and penalties for years of service and age.

Vesting:

If you leave after five (5) years of service and you have not reached normal retirement age, you may elect to receive an early retirement annuity or to vest your account—leave your accumulated contributions in the fund and defer receipt of an annuity until a later date.

Once you have vested your account properly, you become eligible for the following benefits:

1. An unreduced annuity at normal retirement age.
2. An early reduced annuity at any time prior to normal retirement age. The reduction will be based on your age at the time you make application for monthly benefits.

3. Death benefits under Option 1 payable to your designated beneficiary. The amount payable will be based on your age at the time of your death.

A monthly annuity at normal retirement age is not automatic. You must make application for the annuity. Normal retirement age means one of the following: 1) age 62 with at least 1 year of credited service, 2) age 60 with 30 or more years of service, or with 35 years of service at any age.

If you have 25 or more years of service and you are not yet age 55, you may also vest your account until your 55th birthday and take advantage of the smaller three (3%) percent per year reduction (see "Early Retirement" below).

Any member who separates from employment and does not return to service within the year or who is entitled to a vested pension benefit under the plan will receive a statement from PSERS setting forth the benefits to which the member is entitled.

"Disability" Retirement:

If you become physically or mentally incapable of continuing to perform the duties for which you are employed after at least five years of credited service, but before you are eligible for normal retirement, you may apply to the Retirement Board for "disability" retirement with an allowance. Said disability must be established through medical examination, and re-examinations may be required to establish that a disability is a continuing one.

If you are able to return to service, your disability allowance will cease, and you will once more begin to accrue retirement credit for service up to the time you finally retire under either a "normal" or "early" retirement provision.

"Early" Retirement:

If you have five (5) or more years of credited service and you do not want to vest your account, you may apply to PSERS for an early (withdrawal) retirement benefit. This reduced benefit is based on your age. The closer you are to normal retirement age, the lower the reduction in your benefits.

If you withdraw from the Retirement System with fewer than 10 years service, you are entitled to the return of your own contributions. For tax purposes, if you received all of your entitlement, you may use the "rollover" (tax shelter) feature.

If you are age 55 or older and have 25 or more years of credited service, you may apply for early retirement with a reduction of only three (3) percent per year or 1/4 percent per month away from normal retirement.

Under the Tax Reform Code of 1986 (Tract), if you retire before age 55, and elect Option 4 (return of your own contributions), you will be subject to an excise tax (10 percent penalty) on your partial Lump Sum payment. However, if you use the rollover feature in the IRS Reforms of 1992, you can avoid the penalty and shelter your partial Lump Sum Distribution.
RETIREEMENT ESTIMATE

For your "normal" retirement allowance, you should know at least two basic facts:
1. The total number of years of credited service at the time of retirement. “School Service” is credited service you have purchased, except for refunded service you are re-purchasing and intervening military service.
2. The final salary is the average of your three highest salary years.

For T-C Status you can then multiply this final salary times .02 times the number of years of credited service, and you will then have computed your annual retirement allowance. For your monthly allowance, you would then simply divide by 12. If you have selected, or by virtue of hiring date have been classified as “T-D,” your multiplier is .025. With T-D Status “School Service” (see above) credit remains at a multiplier of 2%.

For estimated retirement allowances for normal or early retirement, you are advised to contact the Public School Employees’ Retirement Board. Contact PSERS at:

    Box 125
    Harrisburg, PA 17108
    Phone: 888-773-7748

PURCHASING CREDIT FOR SERVICE

You are reminded that there are certain types of service which you may purchase for credit in the retirement system. They include military service, out-of-state service, former uncredited service, government service leave for professional study/exchange, approved leave of absence, county nurse service, cadet nurse corps service, county service, maternity leave prior to November 1, 1978, and, as a result of the most recent legislation, part-time service and former non-qualifying time of less than 80 days or fewer than 500 hours. If you are interested and think you are eligible for purchase of any of the aforementioned, you should inquire immediately for information from PSERS concerning requirements for purchasing service.
JOB SECURITY, MEMBER RIGHTS & LEGAL ISSUES

ACCUSATORY MEETINGS

If you find yourself in a situation where you believe you have been summoned to a meeting that may result in disciplinary action against you:

THE LAW SAYS:

Where the Association is the certified bargaining representative, any member of the bargaining unit is entitled to have an Association representative present at any meeting where the result may be discipline. The Pennsylvania Labor Relations Board has held that the employer's refusal to allow Association representation at such meetings is an unfair labor practice in violation of Section 1201(a) of the Public Employee Relations Act and contravenes the employee's rights to engage in protected concerted activities for the purpose of collective bargaining or other mutual aid and protection. See PLRB v. SEPTA, 14 PPER ¶14047 (1983); PLRB v. Conneaut Sch. Dist., 12 PPER ¶12155 (1981); PLRB v. Sch. Dist. of the City of Erie, 10 PPER ¶10158 (1979). However, the employee must request the union representation. Otherwise, the right will be deemed to have been waived. The employee does not have to flatly demand representation though. Simply asking at the outset of the meeting whether or not representation is needed has been held to trigger an employee's "Weingarten rights" to representation at a meeting which turns out to be accusatory in nature (NLRB v. NJ Bell, 137 LRRM 2743 (1991). See City of Philadelphia, 18 PPER ¶18099 (1987); PENNDOT, 17 PPER ¶17216 (1986); Beaver County Community College, 17 PPER ¶17035(1986). See, NLRB v. J. Weingarten Co., 420 U.S. 251, 95 S.Ct. 959 (1975).

In order to have an Association representative present, the meeting need not actually result in the imposition of discipline. All that is required is that the employee reasonably believe that the meeting might result in disciplinary action. Thus, an employee would be entitled to Association representation at any meeting involving unsatisfactory evaluations and/or ratings, possible dismissal, or investigatory interviews. (An example of an investigatory interview would include where a teacher is alleged to have started "rumors" that the district failed to comply with state education regulations and was asked about those rumors in an "adversarial manner" by school officials.) See Blue Ridge Sch. Dist., 23 PPER ¶ 23222 (1992)). Denying an employee the right to conference privately with the association representative during the course of an investigatory interview is also an unfair labor practice. Pennsylvania State Corrections Officers’ Association v. Commonwealth, 33 PPER ¶ 33177(2002). Moreover, an employee may still have a reasonable concern as to the nature of the meeting even if the superintendent or principal informs him/her that no disciplinary action will result from the meeting. See PLRB v. Sch. Dist. of the City of Erie, supra.

Once an employer has reached a decision to impose discipline on an employee, however, no right to union representation arises when a meeting is held simply to inform or impose on the employee that discipline. Mayview State Hospital, 18 PPER ¶18049 (1987). See also Pennsylvania Department of Health, 24 PPER ¶ 24019 (1992); Pennsylvania Fish Commission, 17 PPER ¶ 17099 (1986). But see Commonwealth v. PLRB, 32 PPER ¶ 32043 (Pa. Commw. Ct., Feb. 16, 2001)(finding that, although a termination letter was prepared in advance, a meeting was nonetheless investigatory giving rise to an employee’s representation rights since the termination letter was not given until after the employee was
Job Security, Member Rights, and Legal Issues

asked to respond to allegations and that the termination letter stated that the employee was being terminated, in part, due to the fact that his responses were unsatisfactory). See, also Commonwealth v. PLRB, 826 A.2d 932 (Pa. Commw. Ct., 2003); Commonwealth v. PLRB, (Pa. Commw. Ct., Mar. 29, 2004); Commonwealth v. PLRB, (Pa. Commw. Ct., 2004).

While an employee is entitled to union representation at an investigatory meeting, the employee does not have the right to choose which bona fide union representative will represent him or her. Id.

Note that recently Weingarten rights were extended to a situation where information was solicited by an employee in written memorandum form as opposed to a face-to-face interview where the employee had reason to believe that such memorandum might result in discipline. The employee was thus authorized to have a union representative to assist him as he drafted the memorandum. City of Reading, 28 PPER ¶ 28073 (1997).

THE TEACHER SHOULD:

1. Not discuss the matter with the administrator or attempt to defend it alone.

2. Not make spontaneous replies to any charges.

3. Request an adjournment of the meeting—Seek local representation and/or a PSEA staff member.

4. In the event your request to adjourn is denied, indicate you will be willing to respond to questions when you are properly represented and politely refuse to answer any questions until that time.

5. Not submit to any administrator or board member any written statement that has not been reviewed through the PSEA field office.

6. Retain copies of written statements submitted, or received, all correspondence related to the case, and postmarked envelopes containing correspondence.

7. Not agree to any proposal offered by the administration or board without checking first with the Association representative.

8. Not under any circumstances submit a resignation—unless the resignation is at your own insistence and not that of the administrator—without conferring with the PSEA field representative.


10. Not discuss the issue with the media.

11. Be cautioned not to appear at any hearing or accusatory proceeding unless accompanied by an Association representative or Association counsel.
ASSAULT

In the event a teacher is assaulted in the course of teaching or any other school-connected activities:

THE LAW SAYS:

In October 1980, the Crimes and Offenses Title of Pennsylvania statutes was amended to include the following:

Section 2702. Aggravated Assault

(a) Offense defined:—A person is guilty of aggravated assault if he:

(5) attempts to cause or intentionally or knowingly causes bodily injury to a teaching staff member, school board member, other employee or student of any elementary or secondary publicly-funded educational institution, any elementary or secondary private school licensed by the Department of Education or any elementary or secondary parochial school while acting in the scope of his or her employment or because of his or her employment relationship to the school.

(b) Grading.—Aggravated assault under subsection . . .(a)(5) is a felony of the second degree [maximum 10 years imprisonment]. 18 P.S. § 2702 (1992).

The use of this law is limited when applied in the juvenile court system. If an aggravated assault is committed by a person under the age of 18, that person comes under the jurisdiction of the juvenile court. The court may dispose of the matter informally or may adjudicate the child a delinquent if it finds proof beyond a reasonable doubt that the child committed the aggravated assault. The Juvenile Act specifically states that, "[i]n the absence of evidence to the contrary, evidence of the commission of acts which constitute a felony shall be sufficient to sustain a finding that the child is in need of treatment, supervision or rehabilitation."

Given that aggravated assault on a teacher is now classified as a felony, the Commonwealth may request a hearing in juvenile court to determine whether to transfer the case to adult criminal court. In order to transfer, the following conditions must be met:

1. The child must have been 14 years of age or older at the time of the alleged conduct;
2. The offense, if committed by an adult, must be a felony;
3. The prima facie elements of the offense must be shown; and
4. The child must no longer be amenable to the juvenile system.

Of course, if a student is over 18 years of age at the time of the aggravated assault, juvenile court has no jurisdiction and the student goes to adult court automatically.

In the event a teacher is assaulted in the course of teaching or any other school-connected activities, the teacher can file charges against the individual(s) who committed the assault. The Pennsylvania Superior Court recently upheld the conviction of a parent for both aggravated and simple assault where she entered her son’s classroom and verbally threatened both the teacher and the students and physically assaulted the teacher by pushing her in the chest. Commonwealth v. Brown, 822 A.2d 83 (Pa. Super. 2003). The district attorney’s office handles the case on behalf...
of the teacher, if the case is approved by him/her. In the event the district attorney's office refuses to prosecute a criminal case, a member may request the assistance from PSEA retained counsel by filing proper legal assistance forms which may be approved under PSEA policy.

In September 1995, the General Assembly furthered the effort toward attaining safe schools for teachers and students by passing Act 26. Act 26 amends the School Code to now require school entities to expel regular education students who bring weapons to school. The Act also establishes a new "Office of Safe Schools" within the Department of Education, which is responsible for administering the Act. The term "weapon" is defined broadly to include any tool, instrument, or implement capable of inflicting serious bodily injury. With regard to disciplining special education students for weapons offenses, the Act mandates that superintendents and chief administrators must ensure that the school entity does not violate the rights of such students under federal law.

Act 26 further requires that school districts and area vocational -technology schools must develop written policies requiring expulsion of students who bring weapons to school, school-sponsored activities or on any public conveyance providing transportation to a school or school-sponsored activity. Such students must be expelled for one year. (Superintendents and vocational-technology directors may recommend discipline short of expulsion for one year, provided that they do so only on a case-by-case basis.)

The Act also provides that superintendents or chief administrators report weapon offenses immediately to the local law enforcement agency and to the Department's Office of Safe Schools at least twice a year. Furthermore, school entities must develop a memorandum of understanding with law enforcement agencies regarding procedures to follow when acts of violence or possession of weapons by any person occurs on school property.

Prior to enrolling their child in a particular school entity, parents or legal guardians must provide a sworn statement to that school entity detailing whether their child was previously suspended or expelled from any school for actions relating to weapons, willful infliction of injury, drugs or alcohol. In addition, when a student transfers into a new district, the receiving district must request that the sending district forward the student's records and the sending district must forward the records within 10 days from the receipt of the request.

Finally, in January 1996, the General Assembly amended the Judiciary Code to require that, upon a judicial adjudication finding a child to be delinquent, the court must relate that fact to the building principal of the public, private, or parochial school that the child attends.

Most recently, we have received reports of students who verbally “attack” teachers on Internet websites. In J.S. v. Bethlehem School District, 757 A.2d 412 (Pa. Commw. Ct., 2000), aff’d. 569 Pa. 638 (2002), an eighth grade student created a website on his home computer that made derogatory remarks about one of his teachers. The school administration and local law enforcement ultimately became aware of the website. Despite potential criminal liability on the basis of criminal harassment, 18 Pa.C.S.A. § 2709, the police declined to press charges against the student. However, the school district did expel the student on the basis that the website violated school policies prohibiting threatening, harassing, and disrespecting a teacher. That expulsion was upheld by the Commonwealth Court in J.S., supra, and in so doing, the Court overruled arguments by the student that the expulsion violated his First Amendment right to speech.
THE TEACHER SHOULD:

1. Try to avoid responding physically. If you have to respond physically to defend yourself or to defend another student, you should use reasonable force given the child’s age, size, and ability to inflict injury.

2. Make sure that your classroom situation is stable and have a qualified individual assume your supervisory responsibilities.

3. Contact a representative of the local who should in turn contact your UniServ representative.

4. Contact the school nurse.

5. Document the time, place, and circumstances surrounding the attack, including identifying all witnesses; record names, addresses, and phone numbers.

6. Immediately report the incident to the school administration. Ask for medical diagnosis and treatment. If refused, go immediately to your own doctor for an examination. At the time of the medical exam, explain to the doctor that you have been attacked and that his diagnosis and report may be used as evidence in a legal proceeding.

7. The Association and/or victim should insist that the administration contact the police immediately. If refused, the Association or victim should call the police. An accurate report should be filed and a copy of it obtained. Charges should be filed after discussion with a PSEA attorney.

8. Call the appropriate PSEA office.

9. Insist that the administration immediately document the incident. Obtain a copy of that report. If the report is inaccurate, reserve the right to correct or add to it.

10. In situations that might result in the student filing counter charges or charges of corporal punishment:
   - Make no statements without contacting your PSEA UniServ office.
   - Do not agree to any report or charges without consultation with the assigned attorney and UniServ office.
   - Do not resign.
   - Insist on the right to representation.

11. In the event criminal charges are filed against you, remain silent when questioned by police until an attorney is consulted.

12. Contact your UniServ representative for information on PSEA's liability coverage.
13. In the event a teacher sustains personal losses; i.e., glasses damaged, watch broken, medical expenses beyond that paid through hospitalization plan, such losses can be regained up to a maximum of $250 through the liability policy.


**CHARTER SCHOOLS**

**THE LAW SAYS:**

Pennsylvania’s Charter School Law allows for the establishment of charter schools, which are independent, public schools “established and operated under a charter from the local board of school directors”. 24 P.S. § 1703-A. A charter school must be a public, nonprofit, nonsectarian entity. Id.

Charter schools can be established in one of two ways: (1) by creating a new school; or (2) by converting part or all of an existing public school. 24 P.S. § 1703-A. A new charter school may be created by an individual; one or more teachers; parents or guardians; or a nonsectarian college, university, museum, non-profit corporation, association, partnership, or combination of any of these entities. 24 P.S. § 1717-A. Charter schools may only be created if more than 50 percent of the teaching staff in the school and more than 50 percent of parents or guardians of students attending that school have signed a petition in support of the school becoming a charter school. 24 P.S. § 1717-A-(b). To date, only one charter school has been converted. School Dist. of York v. Lincoln-Edison Charter Sch., 772 A.2d 1045, (Pa. Commw. Ct., Apr. 30, 2001)(upholding the conversion of a charter school).

Regional charter schools are those charters that are established and operated under a charter granted by more than one school boards. 24 P.S. § 1703-A.

Those applicants interested in establishing a charter school must submit their application to the local school board by November 15 of the school year preceding the school’s establishment. 24 P.S. § 1717-A. A review of the application requires a public hearing within 45 days of receipt of the application. After at least 45 days and not more than 75 days after the first public hearing, the school board must render a final decision. Id. Charter school applicants may appeal to the state’s Charter School Board (see further discussion below) if school boards fail to act upon a charter school application within the requisite time period. School Dist. of Philadelphia v. Independent Charter Sch., 774 A.2d 798, 2001 WL 460109 (Pa. Commw. Ct. May 3, 2001).

In reviewing the charter application, school boards may review the demonstrated, sustainable support for the charter school plan; the capability of the charter school applicant to provide a comprehensive learning experience; and the contents of the application (which must include such items as the school’s mission and educational goals, the admission policy and criteria for student evaluation, the financial and audit plan of the school, the physical facility description and address, the proposed school calendar, the proposed faculty and professional development plan, the plans for participation of students in school district extracurricular activities, the plan for liability and appropriate insurance coverage, and the involvement of community groups). 24 P.S. § 1719-A.

The term of a charter must be for a period of not less than three years, but not more than five ears. Charters may be renewed for five-year periods. 24 P.S. § 1720-A.

Charter school students who are residents of the district shall be transported on the same terms and conditions as transportation is provided to students attending district schools. Likewise, non-resident charter school students shall be provided transportation in the same way in which transportation is currently provided to non-public school students. 24 P.S. § 1726-A.

For the most part, charter schools receive the funding that would otherwise be directed to the district’s schools for those children that attend the charter schools.

Individuals working at charter schools are employed by the charter school board. Charter school staff must be organized as separate bargaining units. 24 P.S. § 1724-A.

The level of compensation and terms and conditions of employment for charter school staff shall be determined by the charter school staff, subject to bargaining requirements under the Public Employee Labor Relations Act. (Remember, charter school employees must be organized into separate units.) *Id.*

Charter school staff must receive comparable health care benefits as those employed by the local school district. In fact, charter schools must make the required employer’s contribution to the district’s designated health care insurance provider. *Id.*

Charter school employees must be enrolled in the Public School Employees’ Retirement System, unless the charter school board had a retirement program which covered the employees when it first applied for the charter. *Id.*

Public school employees may request a leave of absence to work in a charter school for up to five years. Approval of this leave shall not be unreasonably withheld. *Id.*

Temporary professional employees on leave from a school district may accrue tenure in a charter school at the discretion of the local school board. Professional employees on leave from a district retain tenure rights and accrue seniority while in the charter school, provided that they return to the district following their charter school leave. 24 P.S. § 1724-A.

Employees must be placed in a comparable position from which they left to pursue a charter school leave upon their return to work in the district. *Id.*

Charter school staff may employ up to 25% non-certified individuals as teachers. *Id.*
Job Security, Member Rights, and Legal Issues

IF AN APPLICATION FOR A CHARTER SCHOOL HAS BEEN SUBMITTED TO THE LOCAL SCHOOL BOARD OR IS IN THE PROCESS OF BEING SUBMITTED, THE LOCAL SHOULD:

1. Consult with the PSEA UniServ Representative to determine what action, if any, should be taken.

2. Gather as much information about the charter school applicant and the status of the applicant’s application as possible.

CHILD CUSTODY HEARINGS

Professional employees are sometimes required to testify at child custody hearings concerning the child's academic and non-academic development.

THE LAW SAYS:

Under Section 5941 of Title 42 dealing with judicial process, any person may be compelled to testify as a witness in civil or criminal cases, except criminal defendants actually on trial. Section 4132 (2) gives courts the power to impose summary punishment for disregard of court process by a witness. This means that if you are subpoenaed to give testimony at a child custody hearing or at any other legal proceeding, you must honor the subpoena or be in contempt of court.

Section 5945 provides that guidance counselors, school nurses, school psychologists, and home and school visitors cannot be compelled in a legal proceeding to disclose information given to them in confidence by a student. 42 Pa.C.S.A. § 5945. Such confidentiality is excused when necessary to comply with the provisions set forth in the Child Protective Service Law, however. See 23 Pa.C.S.A. §§ 6301-6384. See also, 22 Pa. Code § 12.12 (“Information received in confidence from a student may be revealed to the student's parents, the principal or other appropriate authority where the health, welfare or safety of the student or other persons is clearly in jeopardy.”)

The privilege of confidentiality can be waived by the student if he or she is older than 18 years of age, or the student's parents if the student is under 18 years of age. The privilege to have information kept confidential is actually the privilege of the student, not the counselor or nurse. This means that the student has the burden of asserting the privilege. Thus, if the student does not assert the privilege and the counselor or nurse is asked to reveal information, the counselor or nurse may tell the court that he/she believes the information is privileged (if the student has not already waived his/her right to confidentiality). However, if the court directs the counselor or nurse to answer the question, he/she must do so.

Under Section 12.33 of Title 22 of the Pennsylvania Code, confidential files, such as a guidance counselor's personal notes which are subjective and unevaluated, should not be released to anyone except under judicial order from an administrative agency with the power of subpoena. 22 Pa. Code § 12.33.

Section 5903 provides for a $5 per day witness fee as well as seven cents per mile for necessary travel expenses. The witness need not actually be called to testify in order to be paid for having attended the hearing.
How the leave of absence needed to testify will be treated by the school district will depend on the terms of the collective bargaining agreement or policy/practices of the district. If the agreement does not cover salary for the day of the appearance, the professional employee may have to use a personal/emergency day.

Participation in child custody proceedings cannot place a school employee in jeopardy. As long as the employee tells the truth, they are in no danger of legal action being taken against them.

**THE PROFESSIONAL EMPLOYEE BEING ASKED TO TESTIFY SHOULD:**

1. Talk to your superintendent or administrator as soon as you receive the subpoena.
2. Ask to talk to your district solicitor regarding your testimony and any documents you may be asked to turn over.
3. Contact your PSEA UniServ representative and ask to speak to a PSEA region attorney for further advice.
4. When testifying you should follow these basic rules:
   - Only answer the question that is being asked.
   - If you do not understand the question, ask for it to be rephrased.
   - Only testify to the facts of which you have first-hand knowledge.
   - Give the other attorney a chance to object to the question.
   - You can say "I don't know" or "I don't remember" if you are unsure of the answer to a question.
   - Answer the questions in a straightforward manner. Do not argue with the examining attorney.
   - If asked an opinion that you feel is beyond your expertise as a school employee (e.g. an opinion as to which parent should receive custody), you should state that fact and decline to give an opinion.

**CHILD ABUSE**

If you suspect that one of your students is the victim of child abuse:

**THE LAW SAYS:**

The Child Protective Services Law (CPSL) is the law governing the reporting and investigation of child abuse. In general, the CPSL imposes two reporting obligations on school employees: (1) Teachers and certified school nurses must report instances when they have reasonable cause to suspect that a child coming before them, in their employment capacity, has been abused by a caretaker (e.g. a parent, a babysitter, a relative) outside of school environs; and (2) All school employees are required to report instances when they have reasonable cause to suspect that a fellow school employee has seriously physically or sexually abused a student. 23 Pa.C.S.A. § 6303 *et seq.*
Job Security, Member Rights, and Legal Issues

I. Child Abuse by a Student’s Caretaker Outside of School Environs

The CPSL generally defines child abuse as any act of serious physical or mental injury, sexual abuse or exploitation, or serious physical neglect that is perpetrated on a child under 18 years of age. 23 Pa.C.S.A. § 6303(b). Certain persons falling within specified occupational categories are required to report if a child coming before them, in their employment capacity, is an abused child. School teachers fall within that category. 23 Pa.C.S.A. § 6311.

Teachers, however, are not required to verify the abuse before making a report. Rather, a report is required if the teacher has reasonable cause to suspect that a child has been abused. 23 Pa.C.S.A. § 6311. The standard to be applied to reporting requirements was addressed by the Commonwealth Court in 1988, which held that reports need not be verified by the person making them. There is a presumption that such reports are made in good faith. Brozovich v. Circle C Group Homes, Inc., 548 A.2d 698 (Pa. Commw. Ct. 1988); Roman v. Appleby, 558 F. Supp. 449 (E.D. Pa. 1983). See also 23 Pa.C.S.A. § 6318(b).

Teachers who report that they suspect a caretaker has committed abuse upon one of their students will receive immunity from civil and criminal liability arising from such reports. 23 Pa.C.S.A. § 6318. Reporters’ names are to be kept confidential by DPW and may not be released, except to individuals such as personnel from county child protective service agencies, a physician examining the allegedly-abused child, law enforcement officials, courts of competent jurisdiction, and court-designated advocates for the abused child. 23 Pa.C.S.A. § 6340(c). Additionally, teachers may not be discharged or discriminated against regarding wages, hours, terms and conditions of employment because they made a child abuse report in good faith. 23 Pa.C.S.A. § 6311(d).

Once a teacher determines that a student is the victim of child abuse, the teacher must notify the person in charge of the school (i.e. superintendent or principal), or an agent of such person, that abuse is suspected. 23 Pa.C.S.A. § 6311 (c). See also 55 Pa. Code § 3490.13. Upon notification, the matter leaves the teacher's hands. The superintendent, principal, or agent thereof then takes over the responsibility of notifying the Department of Public Welfare by phone and in writing within 48 hours after getting the teacher's report. 23 Pa.C.S.A. § 6313(a). Should a teacher have reasonable cause to believe that a child died as a result of child abuse, the teacher must report that fact to the coroner. 23 Pa.C.S.A. § 6317.

If it should be determined that reasonable cause existed to believe that a student of a teacher was the victim of child abuse and the required action was not taken, the teacher would be subject to criminal penalties. A first violation of the reporting requirements results in commission of a summary offense. Subsequent violations result in commission of a third degree misdemeanor. 23 Pa.C.S.A. § 6319.

II. Student Abuse by a School Employee

In 1994 the CPSL was amended to address instances when teachers suspect fellow school employees of having abused a student. Specifically, the CPSL, as amended, mandates that teachers report to school administrators instances where they have reasonable cause to suspect that a school employee has abused a child. 23 Pa.C.S.A. § 6352. Teachers who
willfully fail to report such suspicions of abuse are subject to criminal sanctions, namely the commission of a summary offense upon first violation and a third degree misdemeanor thereafter.

Note that the type of abuse that is to be reported in the case of abuse committed by a school employee is limited. That is, the CPSL only requires school employees to report suspicions about their fellow colleagues when they have reasonable cause to suspect that they have committed serious bodily injury or sexual abuse/exploitation. See discussion, supra. 23 Pa.C.S.A. § 6352.

A school administrator, as defined by the CPSL, is "[t]he person responsible for the administration of a public or private school, intermediate unit, or area vocational-technical school." (The term also includes an independent contractor.) 23 Pa.C.S.A. § 6352. A school employee is defined as "[a]n individual employed by a public or private school, intermediate unit or area vocational-technical school." (The term includes independent contractor employees, but excludes individuals who have no direct contact with students.)

Teachers reporting instances of suspected abuse by school employees may not discuss the existence or subject matter of the report with any other person except the administrator to whom they report or their attorney. 23 Pa.C.S.A. § 6352. Teachers who report that they suspect their fellow school employees committed abuse will receive immunity from civil and criminal liability arising from such reports. 23 Pa.C.S.A. § 6318. Reporters’ names are to be kept confidential by DPW and may not be released, except to individuals such as personnel from county child protective service agencies, a physician examining the allegedly-abused child, law enforcement officials, courts of competent jurisdiction, and court-designated advocates for the abused child. 23 Pa.C.S.A. § 6340(c). Additionally, teachers may not be discharged or discriminated against regarding wages, hours, terms and conditions of employment because they made a child abuse report in good faith. 23 Pa.C.S.A. § 6311(d).

The CPSL also designates a procedure for investigating reports that a school employee has committed abuse. This procedure involves both local law enforcement officials and county child protective service agencies. Specifically, once a teacher has reported his/her suspicions to the school administrator, the administrator must immediately inform local law enforcement officials of the report. If the local law enforcement officials have reasonable cause to suspect that there is evidence of serious bodily injury or sexual abuse/exploitation, they are to notify the county child protective service agency, who will then begin its investigation. Once the child protective service agency is summoned, it notifies the Department of Welfare's (DPW's) Statewide Register of a "pending complaint". The county child protective service agency then has 60 days to complete its investigation. At the end of its investigation, if it has found the report to be unfounded, it will notify the DPW Register to record the "unfounded report". If, on the other hand, the agency has found substantial evidence that abuse could have occurred, it will notify the DPW Register to record an "indicated report". 23 Pa.C.S.A. § 6353.2. Substantial evidence, as defined by the Act, is "[e]vidence which outweighs inconsistent evidence and which a reasonable person would accept as adequate to support a conclusion." A "founded report" will be noted on the DPW register if there has been a judicial adjudication that the school employee committed abuse. Both the local law officials and the child protective are to coordinate their investigation to the fullest extent possible.
Unfounded and indicated reports that are recorded on DPW's Statewide Register may be expunged. With regard to unfounded reports, the information concerning the report of abuse is to automatically be expunged as soon as possible, but not later than 120 days after the report was received by the Statewide Register. Information identifying subjects of an unfounded report (e.g. teacher alleged to have committed abuse, student alleged to have been abused) is to be expunged within 12 months from the date the report was received by the Register. School employees may also request that indicated reports be expunged. Such requests must be submitted to the Secretary of DPW. The Secretary is empowered to amend, seal, or expunge the indicated report, provided good cause is shown (e.g. the indicated report is inaccurate or is being maintained in a manner violative of the CPSL). If the Secretary grants the request to amend, seal, or expunge the record, such notification is sent to the Statewide Central Register. The county child protective service agency and any subject of the report have 45 days to file an administrative appeal the Secretary's decision. If no appeal is filed, the Secretary will direct the county child protective service agency to amend, expunge or seal its records, so as to be consistent with the Statewide Central Register.

With the advent of the new CPSL amendments, school employees alleged to have committed abuse now face investigation through four potential entities: (1) by law enforcement officials, who will determine if criminal charges should be filed; (2) by the child protective service agency, who will determine and record on the DPW register if abuse did occur; (3) by school officials, who will conduct inquiries that could culminate in reprimand, suspension, demotion, or dismissal from current employment; and (4) by the Professional Standards and Practices Commission, who will ascertain whether the allegations are potential cause to withdraw the employee's professional license.

Finally, the amended CPSL now mandates that every applicant for school employment must submit to school administrators a clearance statement from the DPW Statewide Register, unless such applicant (1) is transferring from one position as a school employee to another and (2) has, prior to the transfer, already obtained a clearance statement within the preceding year. These clearance statements will detail whether an applicant has an indicated or founded report associated with his/her name. 23 Pa.C.S.A. §§ 6354-6358. School administrators may not hire applicants who have founded reports. Administrators who willfully violate this direction are subject to administrative penalties.

**THE TEACHER SHOULD:**

1. Review and be familiar with the school district's policy regarding the reporting of child abuse perpetrated by non-school employees (e.g. babysitters, parents, etc.). This policy should designate the agent of the district who is to receive reports of suspected child abuse.

2. Report to the school administrator any suspected cases of child abuse perpetrated by school employees. It is suggested that such reports be submitted to the school administrators in writing. You should keep a copy of such report within your confidential files.

3. Contact your UniServ Representative if you have any questions as to whether you should report suspicions of abuse perpetrated by fellow school employees. The UniServ Representative will then refer you to a PSEA attorney, so as to invoke the attorney-client privilege. Do not discuss the particulars of your suspicions with anyone.
else (including your UniServ representative, your local president, your faculty representatives, etc.)

4. Contact the PSEA UniServ immediately if any charges of student any allegations of abuse are leveled against you.

**COBRA**

**THE LAW SAYS:**

The Consolidated Omnibus Budget Reconciliation Act of 1986, amended 1989, ("COBRA") provides continued health coverage for employees, their spouses, and dependent children following the occurrence of a "qualifying event."

The five qualifying events which allow an employee (or spouse or dependent) to elect continuing coverage under COBRA are:

1. the death of the employee;
2. the termination of the employee's employment (other than for misconduct) or a reduction in the employee's hours;
3. the employee's entitlement to Medicare benefits;
4. a dependent child ceasing to be a dependent under the plan's requirements; or
5. the divorce or legal separation of the employee from his/her spouse.

If an employee is terminated or his/her hours are reduced so that the employee is no longer entitled to remain in the program, the employee (or spouse or dependent) can continue coverage for another 18 months. If the employee is disabled at the time of the termination or reduction in hours, that individual is entitled to 29 months of continuing coverage if notice of a determination of disability under Social Security is given within the original 18-month period. In the case of any other qualifying event, coverage continues for up to 36 months.

The coverage period may end earlier than 18 or 36 months if any of the following events occur:

1. The group plan is terminated.
2. Premiums are not paid.
3. A spouse or child of the employee obtains coverage under another group plan or becomes eligible for Medicare.
4. A spouse/beneficiary remarries and obtains coverage under a group health plan.

The benefits provided under COBRA must be identical to those available to similarly-situated beneficiaries and employees to whom a qualifying event has not occurred. The employee or the beneficiary may be required to pay a premium up to 102 percent of the cost of coverage for similarly situated active employees.

There are special COBRA provisions for self-funded plans. The premium must be equal to a reasonable estimate of the cost of providing coverage to similarly situated employees and beneficiaries determined on an actuarial basis.
Job Security, Member Rights, and Legal Issues

A group health plan is required to provide each employee and his or her spouse with written notice of their COBRA rights when coverage under the health care plan begins. The employer is responsible for notifying the plan administrator of the death, termination, reduction in hours, or Medicare eligibility of any employee within 30 days of any of those events. The employee or beneficiary must notify the administrator of other qualifying events. The administrator must then notify the employee and beneficiaries of their rights under COBRA within 14 days.

The employee or beneficiary must have 60 days in which to make an election and the election period must begin no later than the date on which the original coverage would terminate.

Under Section 513 of the Public School Code, employees who retire with superannuated benefits, or with 30 or more years of service, or a disability retirement may purchase insurance coverage until they reach age 65 or are covered by another plan (or are eligible for coverage as an employee or dependent under any other employer-provided health plan) COBRA's provisions notwithstanding. This means that coverage may be continued under Section 513 even if COBRA coverage has run out. Spouses and dependents have no right to continue coverage under the state law.

 Strikes are also considered qualifying events under COBRA. In considering whether to elect COBRA continuation health insurance coverage during a strike, members should keep the following points in mind:

1. When members go out on strike, they are entitled to elect COBRA continuation coverage of the same health insurance plan that they were covered under before going on strike. Depending upon the employer’s plan, member coverage will terminate either on the first day of the strike or at the end of the employer’s premium period.

2. The employer must provide notice to the health plan administrator within 30 days of the beginning of the strike. After receiving notice from the employer, the plan administrator must notify members of their rights to elect COBRA continuation coverage in person or by first-class mail within 14 days. Members will then have 60 days from the date that they lose health coverage or the date that they receive their COBRA election notices, whichever is later, to elect COBRA continuation coverage.

3. During the election period, the insurance company will hold claims until members elect coverage. Members should wait until the end of the election period before electing coverage and should seek advice from PSEA before doing so. If a member has no bills during the period of the strike, he/she may choose not to elect COBRA coverage. If a member does have bills during that period, he/she will need to make a cost benefit analysis and decide whether it is more advantageous to pay the claims out of pocket or to pay the premiums for COBRA coverage.

4. If, however, a member is a new employee who has been covered under the District’s health plan for less than a year and the member has been without health care for a period of time exceeding 63 consecutive days in the past 12 months, the member should elect COBRA continuation coverage to avoid any pre-existing condition limitations that may be imposed by the District’s insurer once the member regains coverage under the District’s plan. When members return to work following a strike, they will once again be covered under the District’s group health plan.
THE TEACHER SHOULD:

1. Ask about your rights under both COBRA and the Public School Code at least 60 days before terminating service.

2. Make certain that any beneficiaries who wish to elect COBRA coverage are covered under the original plan prior to the qualifying event. Remember: You need not elect coverage in order for a qualified beneficiary to do so.

3. Contact your UniServ representative should you have any questions or encounter any problems.

CORPORAL PUNISHMENT

If you are charged with striking a child in school:

THE LAW SAYS:

The United States Supreme Court held in *Ingraham v. Wright*, 430 U.S. 651 (1977), that paddling of public school students as a means of maintaining school discipline does not violate the 8th Amendment of the U.S. Constitution prohibiting cruel and unusual punishment, or the 14th Amendment requiring due process of law. The Supreme Court reasoned that the constitutional prohibition against cruel and unusual punishment was historically applied only in the criminal context. That is, it limited the kind of punishment imposed on those convicted of crimes. Additionally, the Court reasoned that the 14th Amendment or due process clause of the Constitution did not require notice and a hearing prior to the administration of corporal punishment, inasmuch as there were other methods available to the state, school district, and students to ensure corporal punishment was not arbitrarily applied.

The decision in *Ingraham* does not authorize the use of corporal punishment in any particular state or school district. It only provides that the use of corporal punishment with reasonable force for disciplinary purposes does not violate the 8th or 14th Amendments to the U.S. Constitution.

It must be emphasized, however, that the use of such force must be reasonable. The United States Supreme Court has refused to hear an appeal from a 10th Circuit Court decision that held that while ordinary corporal punishment does not violate the due process rights of school children, grossly excessive physical punishment which is shocking to the conscience will rise to the level of a constitutional violation. *Garcia v. Miera*, 817 F.2d 650 (10th Cir.1987), cert. denied 485 U.S. 959 (1988). Thus, the court in Garcia concluded that because the unconstitutionality of excessive corporal punishment was clearly established at the time of the beating, the defendants were not entitled to any qualified immunity. Accordingly, the case was to proceed to trial where the student was required to prove her allegations of grossly excessive physical punishment. That a constitutional violation only occurs where there is grossly excessive physical contact that “shocks the conscience” is reiteroted in *Kurilla v. Callahan*, 68 F.Supp.2d 556 (E.D. Pa. 1999).

Even though Section 1317 of the School Code provides that teachers exercise in loco parentis control of students, this section does not in and of itself authorize the use of corporal punishment. In fact, in *Axtell v. LaPenna*, 323 F.Supp. 1077 (W.D. Pa. 1971), the court emphasized this...
distinction, noting “In Pennsylvania, the in loco parentis rule was not intended to invest schools with all the authority of parents over their minor children, but only such as is necessary to prevent infractions of discipline and interference with the educational process.” See also Harris v. Commonwealth, 372 A.2d 953 (Pa. Commw. Ct. 1977).

Moreover, the Pennsylvania Code was recently amended to explicitly prohibit the use of corporal punishment. The Department of Education’s amended regulation reads:

Corporal punishment is defined as physically punishing a child for an infraction of the discipline policy. Use of corporal punishment is prohibited. Teachers and school authorities may use reasonable force under the following circumstances:

1. to quell a disturbance;
2. to obtain possession of weapons or dangerous objects;
3. for self defense; or
4. to protect persons or property.

See 22 Pa. Code § 12.5. These regulations have the power and force of law. Therefore, the teacher should refrain from administering any reasonable physical force, unless the situation falls within one of the four exceptions listed above.


Moreover, the use of excess or unreasonable force, or the use of corporal punishment in violation of state regulations, may result in criminal charges of assault and battery being filed against the teacher. The court will consider "the child's misconduct, the nature and severity of the punishment inflicted, the age and size of the child, and the alternative means of discipline...available" in determining "whether the teacher believed the use of force was necessary to maintain discipline and whether it was consistent with the child's welfare." Commonwealth v. Tullius, 582 A.2d 1 (Pa. Super. Ct. 1990), app.den., 593 A.2d 418 (Pa. 1991).

In sum, teachers should ensure that any physical force used in the classroom is (1) in response to one of the four exceptions outlined by 22 Pa.Code § 12.5, and is (2) reasonable in light of the circumstances.

**THE TEACHER SHOULD:**

1. Not panic.
2. Report the incident immediately to your building representative and/or Association office.
3. Immediately write a memorandum to yourself detailing the incident. Be sure to
include the names of witnesses, if any. This memorandum is for your use only. It is not to be released to anyone except your attorney or the PSEA field person.

4. Report the incident to your local PSEA office. Ask for the liability claim form. You will then complete the form and return it in order to ensure, if needed, proper insurance coverage, including legal representation.

5. If requested to attend a meeting with your supervisor or other administrators, you have an absolute right to bring an association representative with you. It is urgently recommended that you attend a meeting of this nature with an association representative. See discussion re: Accusatory Meetings, supra.

6. If you are directed to attend a meeting and you are denied the right to bring a representative with you, you should attend the meeting and pursue the following course of action:

   (a) The request for a representative should be repeated time and time again;
   (b) No questions should be answered relative to the merits of the issue being discussed. The employee should take the position that he or she respectfully refuses to discuss the matter until and unless a representative is present;
   (c) Remain respectful at all times;
   (d) Persist, in a respectful fashion, to assert your rights.

See discussion re: Accusatory Meetings, supra.

7. Not make the incident the subject of faculty room gossip.
8. Not admit anything to anyone except one selected to represent you.
9. This is not a matter for novices—Contact your professional PSEA staff immediately.

DEMOTIONS

THE LAW SAYS:


Job Security, Member Rights, and Legal Issues

1990), app. den. 598 A.2d 285 (Pa. 1991), the court determined that administrators were not demoted when their work year was increased from 10 months to 12 months, even though this resulted in a net decrease in per diem compensation. Upon review, a court will consider the factual circumstances of the transfer as well as the relative standings of the old and new positions to determine if a demotion has occurred. See Joyce v Spring-Ford Area Sch. Dist., 600 A.2d 1302 (Pa.Commw. Ct. 1991).

Section 1151 of the Public School Code provides that:

[T]here shall be no demotion of any professional employee either in salary or type of position. . . without the consent of the employee, or, if such consent is not received, then the demotion shall be subject to the right to a hearing before the board of school directors and an appeal in the same manner as hereinbefore provided in the case of the dismissal of a professional employee.

24 P.S. § 11-1151. Therefore, when the employee does not consent to the school board's action, the board is required to provide a due process hearing in the same manner as provided for in dismissal actions. The professional employee will have the opportunity to present his/her case and cross-examine witnesses. The hearing will be transcribed by an impartial stenographer. A hearing examiner may conduct a hearing adjudicating a teacher's promotion, provided that a majority of the school board is present at the hearing to vote on the demotion and that the demotee has a full opportunity to present and cross-examine witnesses. Kaczmarcik v. Carbondale Area Sch. Dist., 625 A.2d 126 (Pa. Commw. Ct. 1993), app. den. 637 A.2d 293 (Pa. 1993). See also Mahoney v. Midd-West Sch. Dist., Civ. No. 298-1996 (Snyder Cty. Ct. Com. Pl. Jan. 22, 1997) (holding that a hearing examiner must inform the board of his/her credibility determinations of witnesses; advise the board of the pertinent law; review the evidence with the board as it applies to the pertinent law; and assist the board in reaching its decision).

Demotions under the School Code are presumptively valid, and thus, the burden is on the professional employee to establish that the demotion was "arbitrary, discriminatory, or founded on improper considerations". See Kaczmarcik v. Carbondale Area Sch. Dist., supra; Chester-Upland Sch. Dist. v. Brown, 447 A.2d 1068 (Pa. Commw. Ct. 1982); Commonwealth, Department of Education v. Kauffman, 343 A.2d 391 (Pa. Commw. Ct. 1975) (holding that the burden is on the employee to establish that the reassignment constitutes a demotion in position or salary). See also Harris v. Sch. Dist. of Philadelphia, 624 A.2d 784, alloc. den. 645 A.2d 1319 (Pa. 1993) (holding that "just cause" standard is not applicable to demotions of professional school employees, but rather, the appropriate measure is to determine if the demotion was arbitrary or discriminatory); Brunson v. Coatesville Area Sch. Dist, T.T.A. No. 20-90 (holding that a demotion is only considered to be arbitrary where "the decision is contrary to law, random, or there is no evidence supporting the decision of the Board"). If a demotion is established, then the burden shifts to the board to make clear its reasons for such demotions. See Nagy v. Belle Vernon Area Sch. Dist., 412 A.2d 172 (Pa. Commw. Ct. 1980). A reduction in work caused by a drop in enrollment is a valid reason for a demotion. Sauter v. Lycoming County Sch. Dist., T.T.A. No. 20-90.

Generally, a demotion cannot be effective until after a school board hearing, except in exigent circumstances, where to require such would defeat the primary purpose of providing education. See Sch. Dist. of Philadelphia v. Twer, 447 A.2d 222 (Pa. 1982), (individual predemotion hearings not required where district was demoting approximately 240 professional employees); see also, Reed v. Juniata - Mifflin Counties Area Vocational Technical School, 535
A.2d 1229, app. den. 544 A.2d 963 (Pa. 1988), (pre-demotion notice coupled with the opportunity for a post-demotion hearing provided sufficient due process protection); Sch. Dist. of Philadelphia v. Brockington, 511 A.2d 944 (Pa. Commw. Ct. 1986) app. den. 523 A.2d 1132 (Pa. 1987) (Secretary of Education could not award back pay to professional employee during interim between demotion and school board decision on appeal from that demotion, where demotion was ultimately affirmed and delay did not in any way prejudice employee). The burden of coming forward to challenge the demotion is on the employee. See Walsh v. Sto-Rox Sch. Dist., 532 A.2d 547 (Pa. Commw. Ct. 1987). Employees must challenge their demotion and request a hearing within a reasonable time period. Those that do not will be estopped from challenging the demotion. Sheptock v. Muncy Sch. Dist., TTA 4-00 (holding that an individual who voiced her opposition to a demotion from elementary school guidance counselor to kindergarten teacher after eleven months of having assumed the kindergarten teacher position had not her demotion within a reasonable timeframe).

The failure to request a hearing before the board (or to attend a scheduled board hearing) may be inferred as a professional employee’s consent to demotion. Barto v. Williamsport Area Sch. Dist., TTA 3-99 (2001). Where a school board demotes a professional employee without a hearing, the appeal goes to the Secretary of Education. The Secretary's review of the appeal is de novo. In this manner, any potential prejudice resulting from the improper commingling of prosecutorial and adjudicatory functions by the school board at the demotion hearing can be cured. Boris v. St. Clair Sch. Dist., T.T.A. No. 92-9 (1993) (citing Lyness v. State Board of Medicine, 605 A.2d 1204 (1992)). The Secretary has the authority to conclude that the action of the Board was a demotion, and reinstate the teacher to his/her original position until such time as the proper procedure is followed. See Norwin Sch. Dist. v. Chlodney, 390 A.2d 328 (Pa. Commw. Ct. 1978). If the facts before the Secretary do not provide a clear basis for concluding that a demotion has occurred, the Secretary can remand the case for a hearing before the school board. See Commonwealth, Department of Education v. Charleroi Area Sch. Dist., 347 A.2d 736 (Pa. Commw. Ct. 1975). A mandamus action could also be used to compel a hearing by the school board. Botti v. Southwest Butler County Sch. Dist., 529 A.2d 1206 (Pa. Commw. Ct. 1987).

If a school board hearing is held, and the board demotes the employee, an appeal may be taken to the Secretary of Education. Filoon v. Middle Bucks Area Vocational-Technical School, 634 A.2d 726 (Pa. Commw. Ct. 1993).

Individuals may be demoted while on sabbatical leave, such that they return to their lesser position at the conclusion of the sabbatical leave and not the same position, as the sabbatical leave laws would otherwise dictate. Barto v. Williamsport Area Sch. Dist., TTA 3-99 (Mar. 28, 2001).

Previously, several cases addressed the issue of a demotee's realignment rights under Section 125.1 of the School Code. These cases involved the demotions of principals to teaching positions where administrative positions were eliminated as a result of a school closing or declining enrollment. These cases held that, in the event of a demotion due to the elimination of a position, a school district is required to realign its staff so as to ensure that the least senior person is demoted. See Gibbons v. New Castle Area Sch. Dist., 543 A.2d 1087 (Pa. 1988); Abington Sch. Dist. v. Pacropis, 506 A.2d 485 (1986), app. denied 531 A.2d 433 (1987), Fry v. Garnet Valley Sch. Dist., 485 A.2d 508 (1984); Shestack v. General Braddock Area Sch. Dist., 437 A.2d 1059 (Pa. Commw. Ct. 1981). As to realignment rights in general, see Furloughs, infra.
More recently, however, the Commonwealth Court has further defined such "realignment demotions." Specifically, the court has held that for a demotion to constitute a "realignment-demotion" and thus, for the demotee to be entitled to realignment rights, the demotion must (1) be due to one of the enumerated reasons provided in section 1124 of the School Code (e.g. declining enrollment or closing of a school) and (2) involve a regrouping or reorganization of duties of other professionals within the district beyond simply the abolition of a single position resulting in the demotion of one person. Those demotions not satisfying such criteria are "pure demotions," and do not trigger the realignment rights of a demoted employee. Hritz v. Laurel Highlands Sch. Dist., 648 A.2d 108 (Pa. Commw. Ct. 1994), app. denied 540 Pa. 634 (Pa. 1995)(citing Filoon v. Middle Bucks Area Vocational-Technical School, 634 A.2d 726 (Pa. Commw. Ct. 1993); Czubowicz-Drouse v. Mid Valley Sch. Dist., 683 A.2d 987 (Pa. Commw. Ct. 1996) (opinion not reported); Meck v. Carlisle Area Sch. Dist., 625 A.2d 203 (Pa. Commw. Ct. 1993)).

Thus, a personnel action that involves reducing a drafting teacher's full-time workload to a part-time workload due to declining enrollment in that drafting class is a "pure demotion" and does not afford the demotee realignment rights. See Meck v. Carlisle Area Sch. Dist., supra; Jefferson County DuBois Area Vo-Tech Sch. Committee v. Vocational-Technical Educ. Ass’n. (McDaniel, Arb., June 2004). But see Boris v. Saint Clair Sch. Dist., 668 A.2d 264 (Pa. Commw. Ct. 1995), app. den. 678 A.2d 366 (Pa. 1996) (holding that a home economics teacher demoted due to a decline in enrollment in her home economics class, but in conjunction with a realignment that occurred three years prior, was entitled to realignment rights by seniority under section 1125.1 (c)).

Under Section 1125.1(d)(2) of the School Code, persons who are demoted do have recall rights, however.

Suspended professional employees or professional employees demoted for the reasons set forth in Section 1124 shall be reinstated on the basis of their seniority within the school entity. No new appointment shall be made while there is such a suspended or demoted professional employee available who is properly certificated to fill such a vacancy. 24 P.S. § 1125.1(d)(2).

Individuals that are demoted may elect to challenge their demotions through the collective bargaining agreement, where there is applicable language within the collective bargaining agreement, such as a just cause provision or demotion provision. In Shanksville-Stonycreek Education Association, 777 A.2d 543 (Pa. Commw. Ct. 2001, allocatur denied 788 A.2d 382 (2001), an arbitrator’s award finding that an industrial arts teacher’s demotion from full-time to 5/8 time was a violation of the contract was upheld by the Commonwealth and Supreme Courts. Specifically, the arbitrator found that, because the collective bargaining agreement listed individual salaries for each of the years covered by the collective bargaining agreement, the agreement revealed an implied understanding that there would not be any reduction in staff during the collective bargaining agreement. By reducing the industrial arts teacher to 5/8 time, the District, thus, violated the agreement.
THE TEACHER BEING DEMOTED SHOULD:

1. Contact your local association and your PSEA staff person when you are notified of a reassignment or reduction in salary.

2. Obtain copies of (a) notification of demotion; (b) your teaching certificate; (c) temporary or professional employee contract; and (d) ratings and any other relevant documents from your personnel file.

3. Thoroughly review your seniority status and be prepared to provide that relevant information to your advocate.

THE ASSOCIATION SHOULD:

1. Contact your PSEA staff person at the first indication of an impending demotion.

2. Have together the list of professional employees with information relating to their years of service, date of hire, and areas of certification. Together with counsel and/or PSEA staff, a determination should be made relative as to why the demotion is taking place.

DISABILITY

In 1990, Congress passed the Americans with Disabilities Act (ADA) which protects disabled persons from discrimination in employment. 42 U.S.C. §§ 12101-12213. To obtain relief under the ADA, an aggrieved employee must establish that he has a qualified disability, or is regarded by others as having a qualified disability. Benson v. Northwest Airlines, 62 F.2d 1108 (8th Cir. 1995).

Definition of Disability under the ADA

Disability is defined as "a physical or mental impairment that substantially limits...major life activities." 42 U.S.C. § 12102(2). In a confusing 2002 decision, the United States Supreme Court, in Toyota v. Williams, 534 U.S. 184 (2002), held that to have a disability that qualifies as a disability under the ADA, one must demonstrate that they have a disability that substantially limits him or herself in performing tasks that are of central importance to most person’s lives, and not just a disability that affects their work performance. Specifically, in Toyota, a woman who could not perform the essential functions of her position due to her carpal tunnel syndrome was found not to be disabled under the ADA, notwithstanding the fact that her condition also caused her to occasionally seek help dressing, to reduce the amount of time that she could play with her children, and to reduce the amount of long distances that she could drive. See also, Cella v. Villanova Univ., 2003 WL 329147 (E.D.Pa. Feb. 12, 2003), aff’d, 113 Fed. Appx. 454 (3d Cir. 2004).
Reasonable Accommodations

Any person who is disabled but who can still perform the essential functions of a job is entitled to reasonable accommodation for the disability. Employees regarded as being disabled are also entitled to reasonable accommodation in the same way as those who are actually disabled. Williams v. Philadelphia Housing Authority Police Dept., 380 F.3d 751 (3d Cir. 2004), cert. denied 544 U.S. 961 (2005). The reasonable accommodation may include job restructuring, modified work schedules, or making existing facilities used by employees more readily accessible to and usable by individuals with disabilities. Employers can refuse to make a reasonable accommodation on the basis that it creates an undue hardship to the employer (that is, involves significant difficulty or expense). See also Gallagher v. Sunrise Assisted Living of Haverford, 268 F.Supp.2d 436 (E.D. Pa. 2003)(employee’s allergies did not “substantially limit a major life activity,” and as such, no reasonable accommodation for her condition was needed).

A recent arbitration award in Ohio has held that employees are required to discuss any accommodation of a disabled employee with the union if the such accommodation would impact the collective bargaining agreement. Clark County Sheriff's Department v. FOP, 102 LA 193 (Ohio, 1994) (Arb. Kindig) (holding that an employer's act of assigning a diabetic employee to a first-shift work position precluded a more senior employee from bidding on the position and thus, impacted the collective bargaining agreement and should have been discussed with the union).

The question of what constitutes a reasonable accommodation that satisfies the requirements of the ADA is an issue that is still being defined through case law throughout the nation.

For example, the Seventh Circuit Court of Appeals has shed some light on what constitutes a sufficient workplace modification in accord with the employer’s obligation to provide a reasonable accommodation. In Vande Zande v. Wisconsin Department of Administration, 44 F.3d 538 (7th Cir. 1995), the Seventh Circuit held that a reasonable accommodation is made when the employer’s workplace modifications permit the disabled employee to work in reasonable comfort, but does not entail a modification of the entire workplace.

The United States Supreme Court has held that where a reasonable accommodation impacts upon a disability neutral rule, such as a seniority rule, the employer’s showing of a violation of the seniority rules is ordinarily sufficient to show that the accommodation is not reasonable. U.S. Airways, Inc. v. Barnett, 535 U.S. 391 (2002). Under the ADA, the employee bears the burden of showing special circumstances that make the exception to the seniority system reasonable in a particular case.

Home Offices and Light Duty

With regard to the question of whether one can perform one’s job functions at home as a reasonable accommodation, the Fourth Circuit has held that except in the unusual situations where a disabled employee can actually perform all the essential functions of the position from the home, working from home is not a reasonable accommodation. Tyndall v. National Education Centers, Inc. of California, 31 F.3d 209 (4th Cir. 1994). See also, Rauen v. United States Tobacco Manufacturing Limited Partnership, 319 F.3d 891 (7th Cir. 2003) (stating that the reason working from home is not generally considered a reasonable accommodation is because most jobs require “the kind of teamwork, personal interaction, and supervision that
simply cannot be had in a home office situation.”)

On the issue of performing light duty positions as a reasonable accommodation, the Eastern District of Pennsylvania held that a disabled employee who was no longer able to perform the essential functions of his original position, but could effectively perform the essential functions of a lighter-duty position could not be discharged because of his disability. Taylor v. Garrett, 820 F. Supp. 933 (E.D. Pa. 1993). See also Benson v. Northwest Airlines, 62 F.3d 1108 (8th Cir. 1995)(holding that reassignment to a vacant position is a reasonable accommodation under the ADA). The ADA does not require an employer to create a new light-duty position for a disabled employee, however. McDonald v. State of Kansas Department of Corrections, 880 F. Supp. 1416 (D. Kan. 1995). Furthermore, the ADA does not require an employer to transform a temporary light duty position into a permanent position. Buskirk v. Apollo Metals, 307 F.3d 160 (2002).

Leaves of Absence

Concerning leaves of absences and exhaustion of sick days as a reasonable accommodation, the Eastern District of Pennsylvania held that an employer had to allow an employee suffering from AIDS to exhaust his sick and vacation days and take a medical leave of absence as a reasonable accommodation, at least until the leave constituted an undue hardship on the employer. Cain v. Hyatt, 734 F. Supp. 671 (E.D. Pa. 1990)(decided under analogous state law, Pennsylvania Human Relations Act). But see Monette v. Electronic Data Systems Corp., 90 F.3d 1173 (6th Cir. 1996)(holding that employer is not required to keep employees on unpaid leave).

Also see Henshaw v. Boyertown Sch. Dist., A.2d ___ (Pa. Commw. Ct. 2004)(teacher barred from seeking ADA accommodations because she had concurrently filed for social security disability benefits, thus tacitly admitting that no ADA accommodations existed that would allow her to perform the essential functions of her job); McNemar v. Disney Stores, 91 F.3d 610 (3d Cir. 1996)(employee cannot simultaneously claim a state of total disability and collect state and federal disability benefits AND request reasonable accommodations at work).

Collective Bargaining Agreements and the ADA

Finally, with respect to the relationship between the ADA and collective bargaining agreements, courts have held that employers have no duty under the Act to violate terms of the collective bargaining agreement even where employers perceive disabled employees to have substantial impairments. Kralik v. Durbin, 130 F.3d 76 (3d. Cir. 1997). See also Wooten v. Farmland Woods, 58 F.3d 382 (8th Cir. 1995).

The Pennsylvania Human Relations Act contains protections, similar to those found in federal law, for disabled persons. 43 P.S. §§ 951-963. See also the Family and Medical Leave Act, 29 U.S.C. § 2601 et. seq. for information on rights to medical leave.

Whenever a teacher is disabled or fears that his or her disability may impact upon employment, the UniServ representative should be contacted. A PSEA attorney will be available to review the situation to ensure that there is no discrimination in employment on the basis of disability.

When a member becomes disabled on the job or as a result of his or her job, the Association may be in a position to help.
THE TEACHER'S RIGHTS MAY INCLUDE:

1. Disability Income Insurance—available as a result of collective bargaining agreement.
2. Worker's Compensation—if employee was hurt in a job-related activity.
3. Disability Retirement—if eligible, and if the disability is extensive or long-term.
4. Sick leave and sabbatical leave.

This can be a serious, threatening occurrence and should not be treated lightly or left to the district administration.

CONTACT YOUR PSEA FIELD STAFF IMMEDIATELY

DISCIPLINARY SUSPENSIONS

If it is alleged that you have committed some wrongdoing, and you have been suspended without pay for a period of time:

THE LAW SAYS:

The Public School Code contains no express provision allowing a school district to disciplinarily suspend a professional employee. However, in Rike v. Commonwealth, Secretary of Education, 494 A.2d 1388 (Pa. 1985), the Pennsylvania Supreme Court held that school boards are implicitly empowered to disciplinarily suspend a teacher and can do so with a simple majority vote. Such authority has been limited by the Commonwealth Court which held that the suspension must be based on conduct which qualifies as one of the enumerated grounds for dismissal in Section 1122 of the Public School Code. Everett Area Sch. Dist. v. Ault, 548 A.2d 1341 (Pa. Commw. Ct. 1988). An appeal from the suspension lies in the Court of Common Pleas under the Local Agency Law, not with the Secretary of Education (Rike, supra). Nonprofessional employees also have the right to challenge their disciplinary suspensions in a school board hearing, with an appeal to the court of common pleas. Lesoine v. Arena, 688 A.2d 802 (Pa. Commw. Ct. 1997). Discipline, including disciplinary suspensions, may properly be provided for in the collective bargaining agreement. See Stroudsburg Area Board of Education v. PLRB, 395 A.2d 622 (Pa. Commw. Ct. 1978), overruled on other grounds, North East Educ. Ass'n v. North East Sch. Dist., 542 A.2d 1053 (Pa. Commw. Ct. 1988).

THE TEACHER BEING SUSPENDED SHOULD:

1. Notify his/her Association of the pending suspension.
2. Obtain and/or maintain copies of all documents relevant to the suspension.
3. Review the collective bargaining agreement for possible violations.
4. Contact his/her PSEA staff person for assistance and/or advice.
5. Request a hearing after consultation with PSEA staff and/or PSEA retained counsel.

6. Make an anecdotal record of the alleged incident and include the names, dates, and all pertinent evidence surrounding the incident.

7. Not share this anecdotal record with anyone except your advocate.

THE ASSOCIATION SHOULD:

1. Design a communication system and procedure for policing the collective bargaining agreement, as well as being informed by members of potential violations.

2. Seek the advice of PSEA staff relative to potential courses of action dealing with suspensions.

3. Take appropriate action to defend member.

See also Suspensions Without Pay and Dismissal.

DISCRIMINATION AGAINST TEACHERS

THE LAW SAYS:

Teachers are covered by the state and federal statutes prohibiting discrimination. The Pennsylvania Human Relations Act makes it illegal for an employer "because of the race, color, religious creed, ancestry, age, sex, national origin or non-job related handicap or disability of any individual to refuse to hire or employ, or to bar or to discharge from employment such individual, or to otherwise discriminate against such individual with respect to compensation, hire, tenure, terms, conditions, or privileges of employment, if the individual is the best able and most competent to perform the services required." 43 P.S. § 955.

See Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000(e) et. seq.; the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et. seq.; and the Americans with Disabilities Act, 42 U.S.C. § 12101 et. seq. Title VII prohibits discrimination on the basis of race, color, religion, ethnicity, sex, or national origin, while the ADEA prohibits discrimination because of an individual’s age (if over age 40), and the ADA both prohibits discrimination because of an individual’s perceived or actual disability, and requires that districts reasonably accommodate qualified persons with a disability so that they may perform the essential functions of the job.

If a teacher believes that he or she is being discriminated against, he or she should contact the UniServ representative immediately so that a complaint can be filed with the Human Relations Commission. The Commission will handle the investigation of the complaint.
Under Pennsylvania law a complaint must be filed within 180 days of the discriminatory act. See Altopiedi v. Memorex Telex Corp., 834 F. Supp. 800 (E.D. Pa. 1993). A complaint also can be filed with the Equal Employment Opportunity Commission within 180 days of the discriminatory act or within 300 days of the act if a complaint has been filed with the PHRC. The timely filing of the complaint is of utmost importance.

It is illegal for employers to retaliate against employees for filing claims of discrimination, even if the complaint is later withdrawn. Wholey v. PHRC, 606 A.2d 982 (Pa. Commw. Ct. 1992), alloc. den. 615 A.2d 1314 (1992). It is also illegal for employers to retaliate against any and all co-workers that assist or participate in the filing or investigation of federal EEOC actions filed by employees. 42 U.S.C. 2000e-3(a)-(b).

**IF A MEMBER COMES TO YOU, YOU SHOULD:**

1. Consult with the PSEA UniServ representative.

2. Review the collective bargaining agreement for language prohibiting discrimination to evaluate the possibility of using the grievance-arbitration procedure.

3. In assisting the teacher with his or her problem, try to identify how the treatment of this individual (or protected group of individuals) differs from the treatment of other individuals and what reasons the district has given or may advance to justify the difference in treatment.

4. The key to any discrimination charge is whether the person can prove that the only reason that he or she is being treated differently from others is his or her protected status (race, sex, age, religion, national origin, or disability). The more evidence that the person alleging discrimination can produce, the more likely it will be that the Commission will agree to pursue the case.

5. Assist the person who believes that he or she is being discriminated against in formulating a remedy for the discrimination. It may be that there is an unfair employment practice which does not rise to the level of discrimination, but which causes hard feelings and could be eliminated through involvement of the Association.

**DISMISSAL**

If you are served a dismissal notice pursuant to the School Code:

**THE LAW SAYS:**

I. **Professional Employees (Tenured)**

   A. **Reasons for Dismissal**

Section 11-1122 of the Public School Code provides for the "only valid causes" for dismissal of professional employees. In March of 1996, the Pennsylvania General Assembly amended section 1122, and in so doing, enumerated the following as the "only valid causes" for dismissal:
"immorality; incompetency; unsatisfactory teaching performance based upon two (2) consecutive ratings of the employee's teaching performance that are to include classroom observations, not less than four (4) months apart, in which the employee's teaching performance is rated as unsatisfactory; intemperance; cruelty; persistent negligence in the performance of duties; willful neglect of duties; physical or mental disability as documented by competent evidence, which after reasonable accommodation of such disability as required by law, substantially interferes with the employee's ability to perform the essential functions of his/her employment; advocacy of or participating in un-American or subversive doctrines; conviction of a felony or acceptance of a guilty plea or nolo contendere therefor; persistent and willful violation of or failure to comply with the school laws of this Commonwealth (including official directives and established policy of the board of directors). . . ." 24 P.S. § 11-1122.

B. Procedure

Before a professional employee may be dismissed, the school board must provide the employee a detailed written statement of the charges upon which the dismissal is predicated. Additionally, a written notice must be forwarded to the employee setting forth the circumstances under which the employee will have an opportunity to be heard. 24 P.S. § 11-1127. Anecdotal evidence is required to support the dismissal. Such records must include specific details, but need not be formal documents if viewed with other evidence as a whole. Phillis v. Mechanicsburg Sch. Dist. (Cumb. Cty. Ct. Com. Pl. 1991).

Section 1133 provides that within ten days after receipt of the statement and the notice required by Section 1127, the employee has the right to either file a grievance under his/her collective bargaining agreement (if that remedy is available under the agreement, see discussion below on the grievance procedure) or request a school board hearing pursuant to Sections 1121-1132, but not both. Thus, the employee may elect the procedure under which he/she may contest the proposed dismissal. Keep in mind that it is the association's decision whether to proceed to arbitration, if a grievance is filed, and that the appeal process from arbitration is limited. See, e.g. Altoona Area Vocational-Technical Educ. Ass’n v. Altoona Area Vocational-Technical School, 555 A.2d 974 (Pa. Commw. Ct. 1989).

1. School Board Hearing

Section 1127 provides that this hearing shall be held no sooner than 10 days nor later than 15 days after the notice has been sent to the employee. 24 P.S. §11-1127. The employee may be represented by counsel, and all testimony must be recorded by an impartial secretary. If less than two-thirds of the school board members vote in favor of discharge, the employee must be retained and the complaint dismissed. 24 P.S. § 11-1129. See also Rike v. Commonwealth, 494 A.2d 1388 (Pa. 1985). NOTE: The Court in Rike did state that while a two-thirds majority vote is needed to sustain a discharge, a simple majority vote will be sufficient to support the imposition of a lesser disciplinary measure.

a) Due Process Protections

(1) Attorney who prosecutes the case may not also advise the board. English v. North East Board of Education.


(3) A school board member need not attend any of the hearings in order to vote on the dismissal. However, he/she must have reviewed the transcripts of the proceedings if he/she was not there to hear the evidence. See Acitelli v. Westmont Hilltop Sch. Dist., 325 A.2d 490 (Pa. Comwm. Ct. 1974).

(4) A brief voir dire may be proper to determine if any school board member is biased, i.e., has an unchangeable opinion of the case, the extent of questioning dependent on the degree of pre-hearing involvement of the member. Augustine v. Turkeyfoot Valley Area Sch. Dist., 9 Pa. D & C 147 (1977).


(6) Where a school board has taken action without
affording the required hearing, the remedy on appeal is

(7) While the school administration can use an employee’s invocation of the Fifth Amendment during the school board hearing to support its case in proving the charges for dismissal, it cannot use the employee’s failure to testify as the sole basis for proving the charges for dismissal. Harmon v. Mifflin County Sch. Dist., 713 A.2d 620 (Pa. 1998).

b) Appeals
Appellate review of a school board hearing takes the following route: (1) Secretary of Education; (2) Commonwealth Court; (3) Pa. Supreme Court.

2. Grievance and Arbitration

Under Section 1133, the professional employee may choose to follow the grievance and arbitration procedures in his/her collective bargaining agreement if the agreement so provides.

Formerly, one could only arbitrate a dismissal under the collective bargaining agreement if the collective bargaining agreement had a just cause provision that included the word "dismissal" or "termination" rather than "discipline," because the Supreme Court had ruled that the two terms mean different things. See Neshaminy Federation of Teachers v. Neshaminy Sch. Dist., 462 A.2d 629 (1983).

Job Security, Member Rights, and Legal Issues


Later, the Pennsylvania Supreme Court held that one may arbitrate his/her dismissal under a collective bargaining agreement that contained a statutory saving clause and no just cause clause. Juniata-Mifflin Counties Area Vocational-Technical School v. Corbin, 691 A.2d 924 (Pa. 1997). The Court’s reasoning was that the statutory savings clause incorporated the provisions of the School Code allowing an individual to challenge his/her dismissal.

Even more recently, the Pennsylvania Supreme Court, in Mifflinburg Area Education Association v. Mifflinburg Area School District, 724 A.2d 339 (Pa. 1999), a salary case, the Court included a footnote that stated that all provisions of the School Code are incorporated into every collective bargaining agreement. See 43 P.S. § 1101.703. As a result, we have used the Mifflinburg incorporation reference to argue that the dismissal hearing provisions of the School Code are incorporated into every collective bargaining agreement and that, therefore, all dismissals are arbitrable, even absent a just cause or statutory savings provision in the collective bargaining agreement.

This notion of the entire School Code being incorporated into every collective bargaining agreement was again reiterated in Natalie Davis et al. v. Chester Upland School District, 567 Pa. 157, 786 A.2d 186 (2001), a recall rights case. The argument that the arbitrability of all dismissals based upon the Mifflinburg incorporation principle was upheld by at least one arbitrator in Montgomery County Intermediate Unit Education Association and Perkiomen Valley Education Association v. Montgomery County Intermediate Unit and Perkiomen Valley School District, (Bloom, Arb. 2000). This award was later vacated by the Montgomery County Court of Common Pleas on October 2, 2001, but the common pleas court’s decision was later reversed by the Commonwealth Court as an improper, interlocutory appeal of the arbitrator’s award by the District. See also, Hanover School District v. Hanover Education Association, 814 A.2d 292 (Pa. Commw. 2003), aff’d 839 A.2d 183 (Pa. 2003)(holding that, where collective bargaining agreement contains no clear “just cause” provision, “just cause” is implied.) But see Pocono Mountain Education Association v. Pocono Mountain School District, (Cooper, Arb. 2002)(denying the arbitrability of a dismissal grievance on the basis of a just cause provision, notwithstanding Mifflinburg).

a) **Procedure**

The grievance procedure of the collective bargaining agreement should include a phrase to the effect that the arbitrator shall resolve all questions of arbitrability.

b) **Appeals**
The arbitrator's decision may be appealed to the appropriate Court of Common Pleas. Subsequent appeals go to Commonwealth Court and the Pa. Supreme Court.

c) **Due Process Protections**

II. **Temporary Professional Employees (Non-Tenured)**

A. **Reasons for Dismissal**

1. **Causes enumerated in School Code**. 24 P.S. § 11-1122 (See supra).

2. **Unsatisfactory ratings**

B. **Procedure**

1. **Local Agency Law Hearing**
The Local Agency Law provides a means for an appeal from a school district's decision to terminate the services of a temporary professional employee. *Kudasik v. Board of Directors*, Port Allegany Sch. Dist., 350 A.2d 887 (Pa. Commw. Ct. 1976). The employee must be afforded an opportunity to be heard, present evidence, and cross-examine witnesses. A transcript must be made, and a written adjudication containing the board's findings and conclusions must be provided the employee.

   a) **Appeals**
   Appeal of an adjudication under the Local Agency Law may be taken to the appropriate Court of Common Pleas. The appeal route thereafter is to the Commonwealth Court and to the Pa. Supreme Court. The non-tenured employee has the burden of proving that the school board's action was arbitrary, capricious, discriminatory, or without cause.

2. Dismissals of temporary professional employees are arbitrable under a collective bargaining agreement where the contract provides such relief. *Board of Education v. Philadelphia Federation of Teachers*, 346 A.2d 35 (Pa. 1975).
III. Additional Considerations

A. Other Grounds for Challenging a Dismissal

A dismissal may be challenged in certain circumstances both under and outside the collective bargaining agreement or the Public School Code. Where anti-union animus is the suspected cause of the dismissal, filing a charge of an unfair labor practice before the PLRB may be appropriate. Age, sex, and race discrimination, among others, can be challenged before the EEOC and the PHRC.

In addition, the dismissal might implicate certain constitutional rights, as, for example, where it is based on teachers' statements which are protected by the First Amendment. In that case, a suit in federal court would be available if:

1. the teacher initiates action in federal court;

2. the teacher appeals the termination of employment through state procedures while explicitly reserving the federal claim;

3. both the defendant and the state tribunal acquiesce in the reservation; and

4. the federal action is stayed pending the outcome of the state proceedings. See Bradley v. Pittsburgh Board of Education, 913 F.2d 1064 (3rd Cir. 1990).

B. Representation by the Association.

1. As exclusive bargaining representative, the Association has a duty to represent all employees in the bargaining unit—regardless of their membership status—where an election is made by the dismissed employee to challenge his or her dismissal through the grievance process pursuant to the CBA. In such cases, the Association controls the grievance and determines whether to proceed to arbitration, or to appeal. However, the Association must be fair, and neither arbitrary nor capricious in its representation of the employee.

2. The Association as exclusive bargaining representative has no duty to represent any employee in the bargaining unit—regardless of membership status—where an election is made by the dismissed employee to challenge his or her dismissal through a Local Agency hearing pursuant to the School Code. However, in such cases, the Association as a member organization has a duty to represent all members in good standing who qualify for the legal services program made available by NEA/PSEA as a specific benefit of membership.
THE TEACHER SHOULD:

1. Immediately notify the local association as well as PSEA UniServ rep.

2. Obtain and/or maintain copies of all documents relevant to the discharge. (Ratings, observations, correspondence, etc.)

3. Complete PSEA legal assistance forms for processing.

4. Request a hearing after consultation with PSEA staff and/or PSEA retained counsel.

5. PSEA members in good standing will be provided the services of PSEA retained counsel at the Board level hearing at no cost to the member with continued legal assistance based on the merits of the case and in accordance with PSEA Board policy.

This is a serious and technical legal matter and should not be handled by novices. Contact your PSEA UniServ representative immediately.

See also Disciplinary Suspension and Suspensions Without Pay.

DISPENSING MEDICATION

THE LAW SAYS:

In 1978, the Pennsylvania Attorney General's office issued a legal opinion stating there is nothing in the law which requires a teacher to dispense medication to students. Therefore, it is PSEA’s position that a school district cannot adopt a local regulation requiring its teachers to dispense medication and cannot dismiss a teacher for refusing to dispense medication. This same reasoning also applies to non-professional employees as there is nothing stated in the law which requires support personnel to dispense medication.

Any school employee other than a licensed school nurse or health aide that has a registered nurse or practical nurse license who administers medication is in possible violation of Pennsylvania's Professional Nursing Law (63 P.S. § 211 et seq.), the rules and regulations of the State Board of Nursing (49 Pa. Code § 21.1 et seq.), and the Standards of Nursing Conduct promulgated by the Board of Nursing (revised November 16, 1988) and therefore, may be liable for civil damages or criminal sanctions or both.

The Professional Nursing Law defines the practice of professional nursing as: "Diagnosing and treating human responses to actual or potential health problems...and executing medical regimens as prescribed by a licensed physician or dentist." 63 P.S. § 212(1). The Regulations promulgated...
pursuant to the above law provide that:

Administering to a patient a drug ordered for that patient by a licensed physician of the healing arts in the dosage prescribed is a procedure regulated by this section, and the function may not be performed by a person other than a licensed registered nurse, except that a licensed registered nurse, responsible for administering a drug, may supervise a nursing student in an approved program and graduate nurse. 49 Pa.Code § 21.14(a) (emphasis added).

In essence, under the above law, persons other than a licensed registered nurse, a nursing student in an approved program, or a graduate nurse may not lawfully administer medicine to school students.

The Standards of Nursing Conduct approved by the Pennsylvania State Board of Nursing state that a "licensed nurse shall not assign to unlicensed individuals functions which shall be performed only by a licensed nurse," and "should not teach unlicensed persons to perform" those functions. Analyzing this language, it seems possible that the school nurse may even be liable for unprofessional conduct by participating in a District's practice of allowing the administration of medication by non-licensed personnel. A teacher who dispenses medication is at great risk inasmuch as the Political Subdivision Tort Claims Act, 42 Pa. C.S.A. § 8541 et seq., which insulates school employees from liability for injuries caused by negligence as long as the employees' actions are within the scope of employment, will not insulate the employee against illegal or criminal actions. School nurses may be required to dispense medication where (1) there is a school district policy requiring nurses to dispense medication pursuant to a doctor's orders; (2) there is parental authorization to do so; (3) a doctor's prescription accompanies the medication.

**THE ASSOCIATION SAYS:**

PSEA has taken the position that school personnel without medical training cannot be required to provide first aid services or to dispense medication in the schools. Equally as important is PSEA's concern that teachers who perform that service might be held personally liable for any injuries that result from their inability to perform medical tasks in a competent manner, as well as the possibility that an employee who refuses may be dismissed for failure to obey the reasonable regulations of a school district.

In the event a member is required to dispense medication or to provide first aid service,

**Members Who Are Not Licensed as a Registered or Licensed Practical Nurse Should:**

1. Taking into account their potential liability, school employees should, if asked by their district to administer medication, contact their PSEA staff representative, or their Region Attorney, immediately before taking any action on this matter.

**If Non-Licensed Employees Are Asked To Administer Medication, the Local Association Should:**

1. With the consultation of your UniServ Representative, inform the school district in writing that it is asking its employees to commit an unlawful act.
2. With the consultation of your UniServ Representative, inform the school district that those who are not nurses will not perform the task absent a hold harmless agreement ratified by the school board.

3. With the consultation of your UniServ Representative, inform the school district that it is asking employees to perform a duty without providing them with any protection from liability for suit resulting from performance of the duty and the district will also be liable.

4. Attempt to address the matter in the future through bargaining language that prohibits the employer from asking non-licensed persons to administer medication or perform medical tasks.

**EDUCATION EMPOWERMENT DISTRICTS**

**THE LAW SAYS:**

In the spring of 2000, the Education Empowerment Act, 24 P.S. § 17-1701-B et seq. was enacted, granting unprecedented powers to boards of school directors for schools that have a history of low student performance based upon PSSA test results. Effective December 2003, however, no school district shall be added to the Education Empowerment List under 24 P.S. § 17-1703-B, or certified as an Education Empowerment District under 24 P.S. §§ 17-1705-B or 17-1707-B on or after July 1, 2004. 24 P.S. 17-1714.1-B.

Each year, the Department of Education will annually prepare an Education Empowerment List of school districts that have a “history of low test performance”. This list will be published in the Pennsylvania Bulletin. 24 P.S. § 17-1703-B.

A district has a “history of low test performance” if the combined average of 50% or more of district students score in the bottom quartile on PSSA math and reading tests in the most recent two school years for which test scores are available. 24 P.S. § 17-1702-B. In determining whether a combined average of 50% or more of district students scored in the bottom quartile of PSSA math and reading tests, one reviews a two-year average of scores rather than reviewing the test scores in two consecutive years. Allentown School District v. Commonwealth, 782 A.2d 635 (Pa. Commw. Ct. 2001).

Within 14 days of notification of a district’s placement on the Education Empowerment List, the Department will appoint an Academic Advisory Team for each listed school district. 24 P.S. § 17-1703-B.

The Academic Advisory Team will consist of 3-6 experts who possess knowledge and experience in school or business administration, staff development, early childhood education, curriculum development, budget development or fiscal management, labor relations, or special education. The Team may include teachers, administrators, school board members, school business officials, and academic experts or consultants. The Academic Advisory Team is to assist the School District Empowerment Team in the development of a School District Improvement Plan. Id.
Within 30 days of a district’s placement on the Empowerment List, the district must establish a School District Empowerment Team to work with an Academic Advisory Team to develop a School District Improvement Plan. Id. The Empowerment Team must consist of eleven members, including a district school board member, the district superintendent, the district school business manager, a district principal selected by all of the principals in the district, a district teacher selected by all of the teachers in the district, two parents of district students one of whom being a parent to a student in a school that has a history of low test performance, a local business leader, a local community leader, and two members of the general public. 24 P.S. § 17-1703-B. Empowerment Team meetings fall under the auspices of the Sunshine Law and its open meeting requirements. Patriot News Company v. Empowerment Team of the Harrisburg School District Members, 763 A.2d 539 (Pa. Commw. Ct. 2000). The Improvement Plan must set forth specific methods and goals for improving educational performance in each district school and the school district as a whole. Id.

In attempting to achieve their Improvement Plans, school boards may do any of the following:

1. Establish any district school as a charter school.

2. Designate any district school as an independent school operating under an agreement that grants operational control to a governing body of the independent school.

3. Employ 25% non-certified professional staff.

4. Subcontract with individuals and non-profit or for-profit entities to operate a school and employ its own staff to provide educational or other services.

5. Reconstitute a school and thereby removing all or a significant percentage of the administration, faculty and staff or create a new school with new leadership and personnel as an alternative to closure.

6. Reassign, suspend, or dismiss professional employees without regard to the seniority rights granted by section 1125.1 of the School Code.

7. Supervise and direct principals, teachers, and administrators.

8. Rescind without penalty the contract of a superintendent and other administrative personnel entered into after July 1, 2000.

9. Reallocate resources, amend school procedures, develop achievement plans, and implement testing or other evaluation procedures for educational purposes. 24 P.S. § 17-1704-B.

Any empowered school district that fails to achieve the goals set forth in its Improvement Plan and maintains a “history of low test performance” at the end of the third year following the district’s placement on the Empowerment List will be taken over by a Board of Control. The Board of Control will be comprised of three members: the Secretary of Education (who shall serve as chairman) or his/her designee; two members who are residents of a county in which the
school district is located. No officer, board member, or employee of the district may serve on the Board of Control. Members of the Board of Control operate at the pleasure of the Secretary of Education. 24 P.S. § 17-1705-B. But, a school district both under a declaration of distress pursuant to section 691(a) and certified as an education empowerment district shall be operated by a special board of control established under section 692, and subject to special rules under that section. 24 P.S. § 17-1705-B

The Board of Control has all of the same powers afforded to empowered districts (listed above) in addition to the authority to close a school. Id.

The Empowerment Act also calls for certain circumstances whereby Boards of Control would immediately take over school districts, rather than waiting the three years to determine if a district achieves its improvement plan goals and improves test scores. These circumstances are as follows:

1. Districts that have a “history of low test performance” and have been deemed financially distressed and remain financially distressed for two years.

2. Districts that are a coterminous district of the second class; have a mayor-council form of government and a population exceeding 45,000; and have a “history of extraordinarily low test performance”. “History of extraordinarily low test performance” is defined as 60% or more of the district’s students scoring in the bottom quartile of the PSSA test. 24 P.S. § 17-1707-B.

Section 1707-B of the Education Empowerment Act dealing with the ability of select mayors to appoint an empowerment team and develop an improvement plan was held to be unconstitutional by the Commonwealth Court of Pennsylvania in Harrisburg School District v. Zogby, 789 A.2d 797 (2002). The Commonwealth Court found that that section of the Education Empowerment Act amounted to prohibited special legislation, violated equal protection, and unconstitutionally vested powers in the mayor without the approval of the city’s voters. However, Zogby was reversed by the Pennsylvania Supreme Court the following year, and the Court held that (1) the EEA did not violate either the federal Equal Protection Clause or state prohibition against special laws, and (2) the EEA did not change form of government in violation of the state constitution. 574 Pa. 121, 848 A.2d 1079 (2003).

It is important to note that, once a district achieves its goals in its Improvement Plan and raises its test scores, it will be taken off the Empowerment List, but will retain all of the powers and duties previously awarded to it. 24 P.S. § 17-1710-B.

Also significant is that nothing in this Act may supersede or preempt provisions in a collective bargaining agreement in force on the effective date of the enactment of this Act, namely July 1, 2000. 24 P.S. § 17-1712-B.

In 2001, Congress enacted the “No Child Left Behind Act”, which requires states to set performance goals for student achievement, as measured by student testing. Starting in the 2002-03 year, states were required to participate in 4th and 8th grade reading and math tests biannually. Starting in 2005-06, annual testing in math and reading was required for grades 3 through 8 and at least once in grades 10 through 12.
Schools that are deemed to be failing for two years, as determined by the state, enter a “school improvement” phase in the third year. “School improvement” may include public school choice. If, after the third year, the school again fails to improve in accordance with the state standards, the school must offer supplemental services to students who want them. After the fourth year of failing scores, the school enters the “corrective action” phase, which includes extending the school year/day, hiring an outside expert, changing the curriculum, replacing the staff, and/or reducing local-decision making. After the sixth year of failing scores, the school is required to enter into a restructuring plan. After seven years of failing scores, the school may be subject to state takeover, takeover by a private management firm, conversion to a charter school, or reconstitution or restructuring. NEA did accomplish a major victory in its lobbying of the “No Child Left Behind Act” and that is a provision within the law which explicitly states that nothing within this federal law may otherwise affect the rights, remedies, and procedures afforded school employees under federal, state, or local laws or under the terms of the collective bargaining agreement, memoranda of understanding, or other agreements between employees and their employers.

**LOCALS IN EMPOWERMENT DISTRICTS SHOULD:**

1. Work closely with their UniServ Representative, Region Attorney, and PSEA appointed strategy group to ensure that adequate employee representation is on the Empowerment Team so as to provide input into the district’s Improvement Plan.

2. Work closely with their UniServ Representative, Region Attorney, and PSEA-appointed strategy group to monitor the district’s efforts in accomplishing its Improvement Plan goals and to ensure that the district does not infringe upon the employees’ and/or local association rights.

**LOCALS THAT BELIEVE THAT THEY ARE AT RISK FOR BECOMING AN EMPOWERED DISTRICT SHOULD:**

- Work closely with their UniServ Representative and/or Region Attorney to strategize about means to avoid having the district being designated as empowered.

**FAIR SHARE**

**THE LAW SAYS:**

In 1988, the General Assembly passed Act 84 (71 P.S. § 575) which allows an employee organization which is an exclusive representative of a group of public employees to bargain for and collect fair share fees from nonmembers. The law defines fair share fees as "the regular membership dues required of members of the exclusive representative less the cost for the previous fiscal year of its activities or undertakings which were not reasonably employed to implement or effectuate the duties of the employee organization as exclusive representative."

The purpose of fair share is to help defray the costs of servicing nonmembers, which all exclusive representatives must do under the legal obligation of fair representation. The fee is paid through payroll deductions after the exclusive representative has met certain procedural requirements required by the U.S. Supreme Court decision in *Chicago Teachers Union v.*
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_Hudson_, 475 U.S. 292 (1986). These requirements, which are also provided for in Act 84, include "an adequate explanation of the basis for the fee, a reasonably prompt opportunity to challenge the amount of the fee...and an escrow of challenged fees."

Chargeable activities under fair share are those which (1) are germane to collective bargaining activity, (2) are justified by the government's vital policy interest in labor peace and avoiding free riders, and (3) do not add to the burdening of free speech inherent in the allowance of an agency or union shop. See _Lehnert v. Ferris Faculty Association_, 500 U.S. 507 (1991). See also, _Otto v. PSEA-NEA_, 330 F.3d 125 (3rd Cir. 2003), _cert. denied_ 540 U.S. 982 (2003)(holding that (1) independent auditor verification requirement applied to every union collection of fair share fees from nonmembers, including small local unions; (2) extra-unit litigation expenses were chargeable to nonmembers; and (3) union could pool costs across occupational groups.)

Lobbying which does not relate to implementing or ratifying a collective agreement is not chargeable to nonmembers. This includes lobbying related to the financial support of the employees' profession or of public employees in general. Organizing, external public relations activity and certain types of litigation also are not chargeable to nonmembers.

The fair share fee will always be a percentage of, and never 100 percent of, dues. In 1999-00, the PSEA fair share percentage was 79 percent of annual active dues. In the past, the local fair share fee percentage was determined by using the "local presumption" – that is, it was presumed that the local association's chargeable expenses were equal to or higher than PSEA's chargeable expenses. In _Hohe v. Casey_, 956 F.2d 399 (3rd. Cir. 1992), the Court held that another union's notice to fee payers was constitutionally deficient because it did not include sufficient information to gauge the propriety of the use of the local presumption. PSEA has decided to calculate each local association's fair share fee based on the local's actual chargeable and non-chargeable expenses. Consequently, each local association must now provide a complete breakdown of its expenses in order to justify the local fair share fee charged. Thus, local record-keeping has become much more important.

NEA and PSEA undergo a complicated procedure to determine what costs are "chargeable" versus "nonchargeable" to feepayers. Locals which bargain fair share must provide certain, timely information to PSEA regarding their financial expenditures in order for PSEA to prepare the proper notification to feepayers.

Fair share can only be collected in those locals for which it has been bargained. The employer may demand a clause in the bargaining agreement which would require the union to indemnify the employer for any and all expenses incurred in defending any suit, claim, or administrative proceeding concerning fair share fees. _Jordan v. City of Bucyrus, Ohio_, 754 F.Supp. 554 (N.D. Ohio 1991) held that such a clause was void as against public policy. PSEA, however, takes the position that the ruling in Jordan is flawed. The Third Circuit in Hohe has decided that indemnification clauses are legal, in contrast to Jordan. If a local must agree to an indemnification clause before bargaining fair share, it should make sure to have the indemnification language reviewed by a UniServ representative or PSEA attorney.

Fair share feepayers are notified in November of the amount of the fee; collection begins in January with payroll deduction. Any member who objects, either to the calculation of the fee, or to the payment of the fee based upon religious grounds, will have his/her fee escrowed by PSEA until such time as an arbitrator resolves the dispute.
Successful Arbitrations of the Fair Share Fee:

Arbitrator Lewis Amis upheld the calculation of the fair share fee collected during the 1988-89 school year.

Arbitrator Malcolm Pritzker upheld the calculation of the fair share fee for the 1989-1990 school year.


Arbitrator John Dorsey upheld the fair share fee calculations for the 1992-93 school year.

Arbitrator Walter H. Powell upheld the fair share fee calculations for the 1993-94 school year.

Arbitrator James Duff upheld the fair share fee calculations for the 1994-95 school year.

Arbitrator John M. Skonier upheld the fair share fee calculations for the 1995-96 school year.

Arbitrator Edward J. O’Connell upheld the fair share fee calculations for the 1996-97 school year.

Arbitrator Seymour Strongpin upheld the fair share fee calculations for the 1997-98 school year.

Arbitrator John Paul Simkins upheld the fair share fee calculations for 1998-99 school year.

Arbitrator John M. Skonier upheld the fair share fee calculations for the 1999-2000 school year.

Arbitrator Ralph Colflesh upheld the fair share fee calculations for the 2000-2001 school year.

Arbitrator John M. Skonier upheld the fair share fee calculations for the 2002-2003 school year.

Arbitrator Mariann E. Schick upheld the fair share fee calculations for the 2003-2004 school year.

Arbitrator James M. Darby upheld the fair share fee calculations for the 2004-2005 school year.

The fair share fee calculations for the 2005-2006 school year are currently slated for arbitration in September 2006.

The process of determining and collecting fair share fees begins with every nonmember being given an opportunity to join the Association.

THE LOCAL SHOULD:

1. Make every effort to explain to nonmembers the advantages of joining the Association.
2. Let nonmembers know how a strong employee organization benefits all employees.

**FURLOUGHS**

**THE LAW SAYS:**

Under Section 1124 of the Public School Code, professional employees (teachers) can be suspended (furloughed) for any of four enumerated causes:

1. Substantial decrease in student enrollment in the district
2. Curtailment or alteration of educational program
3. Consolidation of schools
4. Reorganization of schools

A school district cannot suspend a teacher for reasons other than those enumerated in section 1124. See *Rosen v. Montgomery County Intermediate Unit No. 23*, 495 A.2d 217 (Pa. Commw. Ct. 1985). For example, the Pennsylvania Supreme Court has held that teachers cannot be suspended solely for economic reasons, see, e.g., *Somerset Area Sch. Dist. v. Starenchak*, 599 A.2d 252 (Pa. Commw. Ct. 1991); *Warwick Board of School Directors v. Theros*, 430 A.2d 268 (Pa. 1981); *Cumberland-Perry Area Vo-Tech Committee v. Brinser*, 430 A.2d 276 (Pa. 1981), except where an entire department, as distinguished from a single class, is eliminated and it can be shown that the curtailment of program was effected to bring about a more efficient and effective program, *Cadonic v. Northern Area Special Purpose Schools*, 426 A.2d 186 (Pa. Commw. Ct. 1981), *Sporie v. Eastern Westmoreland Area Vocational-Technical School*, 408 A.2d 888 (Pa. Commw. Ct. 1979), and that departmental approval was obtained. See *Rosen v. Montgomery County I.U.*, supra. In this regard, it has been held that where a suspension is based on economic reasons and a substantial decrease in pupil enrollment does, in fact, exist, the suspension will be sustained. *Bednar v. Butler Area Sch. Dist.*, 410 A.2d 922 (Pa. Commw. Ct. 1980); accord *Altoona Area Vocational Technical School v. Pollard*, 520 A.2d 99 (Pa. Commw. Ct. 1987) (holding that elimination of federal funding for a particular program is not one of the statutory reasons a district may suspend a professional employee).

In *Bricillo et al. v. Duquesne City Sch. Dist.*, 668 A.2d 629 (Pa. Commw. Ct. 1995), the Commonwealth Court construed the term "consolidation of schools," one of the enumerated causes for suspension under section 1124, holding that the mere action of bringing an elementary school into the same building with the middle and high school is a consolidation of schools for purposes of section 1124, even though that elementary school may have its own principal, entrances, and eating and physical education facilities.

Substantial decline in enrollment is the most frequently used cause for suspension. The courts have held that there is no precise definition of "substantial," and each case must be addressed on its own facts. There are two methods by which school boards may prove substantial decrease in enrollment: (1) the board may present evidence of a general, cumulative decline over a reasonably justifiable period of time; or (2) the board may present evidence of a decline in enrollment from one year to the next, provided the decrease is so
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Section 1125.1 of the School Code (Act 97) provides for the manner of suspension and recall of teachers. This Section, enacted in 1979, provides, among other things, that:

1. Suspensions are to be based on seniority in the district. The Veteran's Preference Act applies to the seniority calculations of public school employees. (See Seniority, infra.)

2. A district must realign its staff to ensure that more senior employees have the opportunity to fill other positions for which they are certificated.

3. Reinstatement (recall) is to be based on seniority in the district.

4. Approved leaves of absence do not constitute a break in service for seniority purposes.

5. Provisions in a collective bargaining agreement preempt the provisions of Section 1125.1

6. Professional employees outside the bargaining unit enjoy seniority rights which cannot be adversely affected through collective bargaining between a school district and its teachers.
Since Section 1125.1 was enacted in 1979 there has been a good deal of litigation surrounding its meaning; many questions have been answered and many still remain. Of particular significance are the following:

1. Where an arbitrator held that by virtue of Section 1125.1 an employee was entitled to seniority credit for an approved leave of absence taken before the law went into effect, the Commonwealth Court upheld his interpretation as being "reasonable." Ridley Sch. Dist. v. Ridley Educ. Ass'n, 479 A.2d 641 (Pa. Commw. Ct. 1984).

2. In cases where two teachers possess "qualifications officially certified to be equal" (i.e., straight-line realignment), Section 1125.1 mandates strict seniority as the basis for realignment. See Gibbons v. New Castle Area Sch. Dist., 543 A.2d 1087 (Pa. 1988); Chester-Upland Sch. Dist. v. Ashby, 495 A.2d 665 (Pa. Commw. Ct. 1986); Dallap v. Sharon City Sch. Dist., 571 A.2d 368 (Pa. 1990). However, in James v. Big Beaver Falls Area Sch. Dist., 511 A.2d 900 (Pa. Commw. Ct. 1986), the Commonwealth Court held that a full-time social studies teacher who was furloughed could not bump into a part-time position, since to do so would have a "snowballing effect" and create interdepartmental chaos. The Supreme Court has clearly stated that within one's area of certification, seniority rights are controlling (straight-line realignment). Dilley v. Slippery Rock Sch. Dist., 625 A.2d 153 (Pa. Commw. Ct. 1993); Dallap v. Sharon City Sch. Dist., supra. See also Duncan v. Rochester Area Sch. Bd., 571 A.2d 365 (Pa. 1990) (holding that checkerboard realignment — using the dual certification of more senior employees not themselves identified for furlough — is not required under Section 1125.1.


6. While temporary professional employees do not fall within the definition of "professional employees" and thus are not entitled to protections afforded under Section 1124 and 1125.1, Tressler v. Upper Dublin Sch. Dist., 373 A.2d 755 (Pa. Commw. Ct. 1977), parties to a collective bargaining agreement may extend seniority rights to temporary professional employees. Rosenberg v. South Allegheny Sch. Dist., 469 A.2d 315 (Pa. Commw. Ct. 1983). Note that, although temporary professional employees are not subject to the protections of sections 1124 and 1125.1, they are nevertheless entitled to a due process hearing under the Local Agency Law to challenge
their furlough if they believe it was arbitrary or capricious. *Lesoine v. Arena*, 688 A.2d 802 (Pa. Commw. Ct. 1997). But see *Cameron County Educ. Ass’n v. Cameron County Sch. Dist.* (Hebe, Arb., May 2004)(holding that the furloughs of temporary professional employees were arbitrable under a collective bargaining agreement under the Mifflinburg incorporation theory).

7. Suspension must be deferred to end of sabbatical where application for sabbatical is made while professional employee is working. *Bristol Twp. Sch. Dist. v. Karafin*, 498 A.2d 824 (Pa. 1985). However, the request for sabbatical must be made before the effective date of the furlough. See *McCann and DeMaria v. Reynolds Sch. Dist.* (Mercer Cty. Ct. Com. Pl. 1989).

8. Realignment should be based upon certifications held on the effective date of the furlough, as opposed to the date the Board decides to furlough a teacher, or the date the Board notifies that teacher. *Jarrett v. Wattsburg Area Sch. Dist.*, 533 A.2d 1008 (Pa. 1987) app. denied 559 A.2d 529 (Pa. 1989). At least one arbitrator has held that teachers who complete the requisite courses to entitle them to certification in a particular subject at the time of the furlough, but do not have the actual certificate "in hand" are not entitled to realignment rights in conjunction with that particular certification. *Morrisville Educ. Ass’n v. Morrisville Sch. Dist.* (Arb. Edward Feehan, 1993) (citing Jarrett, supra).


10. Verbal notification of availability for recall satisfies the notice requirement of Section 1125.1(d) despite the statute's language which requires a suspended professional employee to "annually report to the governing board in writing his current address and his intent to accept the same or similar position when offered." *Western Beaver County Sch. Dist. v. Farnell*, Docket No. 1381 C.D. 1986 (unreported opinion; Pa. Commw. Ct. 1986), app. den., 546 A.2d 61 (Pa. 1988). Another Commonwealth Court decision further commented on the notice requirement of section 1125.1(d) when it held that notice must be given annually to establish recall rights. *Koren v. Board of Directors of Jersey Shore Area Sch. Dist.*, 661 A.2d 449 (Pa. Commw. Ct. 1995).

11. Section 1125.1 does not distinguish between full-time and part-time status in its mandate that seniority be recognized. In *Fontaine v. Wissahickon Sch. Dist.*, 658 A.2d 851 (Pa. Commw. Ct. 1995), a part-time school psychologist who was furloughed could be recalled to a full-time school psychologist position before other full-time employees with less seniority.
12. Section 1125.1 cannot be interpreted so as to assist a person in attaining a position of higher status, but "operates to allocate only the adverse effects of employment changes in order of seniority from least to greatest." Gibbons v. New Castle Area Sch. Dist., 543 A.2d 1087 (Pa. 1988) (a move from junior high principal to senior high principal is a promotion, not a demotion, to which realignment rights do not attach.)


15. Where a collective bargaining agreement specifically provided that only the manner of all job security and reduction in force disputes would be governed by the School Code, the basis of a decision to suspend an employee under Section 1124 was not subject to arbitration. North Star Sch. Dist. v. North Star Educ. Ass'n, 625 A.2d 159 (Pa. Commw. Ct. 1993), app. den. 641 A.2d 373 (Pa. 1994). See also Ambridge Area Sch. Dist. v. Ambridge Area Educ. Ass'n, 670 A.2d 1207 (Pa. Commw. Ct., Jan. 31,1996) (affirming that the North Star holding was a narrow one, limited to its facts).

It is important to keep in mind that Section 1125.1 expressly elevates the collective bargaining process to a status that is unique; parties are free to negotiate whatever seniority, realignment, or recall procedures or standards they wish, as long as they do not attempt to defeat the seniority rights of professional employees who are not in the bargaining unit.

THE TEACHER BEING FURLOUGHED SHOULD:

1. Contact your local association and your PSEA staff person when you are notified.

2. Obtain copies of the following from your personnel file:
   (a) notification of furlough;
   (b) your teaching certificate;
   (c) temporary or professional employee contract; and
   (d) ratings and any other relevant documents.

3. Thoroughly review your seniority status and be prepared to provide that relevant information to your advocate.

THE ASSOCIATION SHOULD:

1. Contact your PSEA staff person at the first indication of an impending furlough.

2. Obtain copies of the school district budget, enrollment figures, class size, class
schedules, as well as all other relevant data. The list of professional employees needs to be available together with information relating to their years of service, date of hire, and areas of certification. Together with counsel and/or PSEA staff, a determination should be made relative to when and/or why the furlough (layoff) is taking place.

**HEALTH AND SAFETY**

**THE LAW SAYS:**

The following is an overview of the federal and state laws concerning unsafe and unhealthy conditions in the public schools.

**Asbestos -**

The Asbestos Hazard Emergency Response Act, 20 U.S.C. §§ 4011 et seq., requires that all school districts develop "Asbestos Management Plans." The Plan shall include the following information:

1. An inspection statement describing prior inspection and response action carried out;
2. A description of the new inspection, if a new inspection is required by the Act;
3. A detailed description of the abatement action to be taken with regard to friable asbestos containing material;
4. Plans for periodic reinspection and long-term surveillance; and
5. A statement that the inspectors and contractors are accredited under a state accreditation program.

The Plans are to be available for public review in each school district's administrative offices. A school district should have begun implementation of its plan by July 9, 1989.

**Radon Gas -**

Neither federal nor state law requires a school district to test for radon or to take corrective action; however, both the EPA and the Pennsylvania Department of Environmental Resources advise that corrective action be taken where radon levels exceed certain amounts.

**Notice of Hazardous Substances -**

The Pennsylvania Workers and Community Right-To-Know Act, 35 P.S. §§ 7301, et seq., requires school districts to compile and post a list of hazardous substances for each workplace. Every district is also required to maintain a "material safety data sheet" on file and available to employees.

**The Federal Occupational Safety and Health Review Commission (OSHA) -**

OSHA, 29 U.S.C. §§ 651 et seq., applies only to private employers and not to state or political subdivision employers; thus, OSHA would only apply in the schools where a district subcontracted services such that private employees were performing duties on school premises.
Physical Conditions of the School Building -
Section 701 of the School Code provides for the safe construction and maintenance of school buildings. 24 P.S. § 7-701. The Pennsylvania General Health and Safety Law, 43 P.S. §§ 25-1 et seq., also contains broad provisions governing the physical conditions of a school building. See also Pa. Code Title 34 (Labor & Industry) for general safety regulations. For further information, consult the Basic Education Circular on Department Approval of School Buildings, BEC 24 P.S. § 7-775.

Fire Hazards -
The Pennsylvania Fire and Panic Act, 35 P.S. §§ 1221 et seq., and Department of Labor and Industry regulations made under this Act, 34 Pa. Code § 54.1, generally require that public school buildings be constructed and maintained in a safe manner.

Boilers -
The Pennsylvania Boiler Act, 35 P.S. §§ 1331.1 et seq., and regulations under this Act, 34 Pa. Code §§ 1.1 - 3.115, address the safety of boilers and other unfired pressure vessels (e.g. air compressors).

Elevators -
The Elevator Act, 35 P.S. §§ 1341 – 1382 (§§ 1341-1356 repealed effective April 9, 2004 because all necessary regulations provided for thereunder had been promulgated pursuant to its authority) established a general system of elevator inspection. Regulations under this Act are found at 34 Pa. Code §§ 7.1 - 7.487.

Drinking Water -
The Pennsylvania Safe Drinking Water Act, 35 P.S. §§ 721.1 et seq., established drinking water standards and developed a program to implement and enforce these standards, in order to ensure that pure, safe drinking water is provided for public use. See also, 24 P.S. §7-701.

Contagious Diseases -
The Public School Code and Department of Health regulations both address contagious or communicable diseases in the school setting. See 24 P.S. § 14-1402 and 28 Pa. Code §§ 27.71 - 27.75.

AIDS -
The Pennsylvania Department of Education endorses the U.S. Centers for Disease Control Guidelines concerning AIDS. See AIDS Advisory (October 22, 1987). The present trend of the law appears to be that a person who is impaired with AIDS cannot be discriminated against solely because they have AIDS. See School Board of Nassau County v. Arline, 480 U.S. 273 (1987). School children with AIDS are handicapped persons and are entitled to the protection of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and may not be excluded from the regular classroom setting unless there is strong medical evidence that they pose a significant risk of transmitting the disease to others. (See e.g. Martinez v. School Board of Hillsborough County, 861 F.2d 1502 (11th Cir. 1988); Doe v. Dolton Elementary Sch. Dist. No. 148, 694 F.Supp. 440 (N.D. Ill. 1988). School employees with AIDS are likewise protected by Section 504. Chalk v. United States District Court, 840 F.2d 701 (9th Cir. 1988).

The NEA guidelines call for a policy of strict confidentiality regarding those in a school setting who might have AIDS.
Smoking -
The Pro-Children's Act of 1994, 20 U.S.C. §§ 6081-6084, enacted as a part of the Goals 2000: Educate America Act, prohibits smoking in any indoor facility used for routine provision of services to children under the age of 18 (e.g. health, day care, education or library services). The Pro-Children's Act supersedes the School Tobacco Act (which prohibits student smoking on school property, but allows school boards to designate smoking areas for employees) for school districts that receive federal funding.

If you wish further information, including recommendations on how to deal with these specific health and safety issues, see the PSEA Health and Safety Manual.

INDEPENDENT SCHOOLS

In May 2001, the General Assembly passed legislation that expanded this notion of “independent schools” in Pennsylvania.

Prior to May 2001, the only districts that could establish “independent schools” were empowered districts. With this May 2001 legislation, however, any district in the Commonwealth of Pennsylvania may convert a district school into an “independent school”. There are no limits on the number of district schools that can be designated as “independent schools”.

Districts that establish “independent schools” essentially establish a governing body of the “independent school” that will have authority to decide all matters related to the operation of the school. 24 P.S. § 5-502.1. The composition, membership, and selection process of the governing body of the “independent school” are established by the district’s school board, except that the governing body must include at least one parent and one teacher representative. Id. The teacher representative shall be selected by a vote of the teachers in the school that is being converted to an “independent school.” Id.

The governing body of the “independent school” and the school district are to engage in an agreement that describes the curriculum of the “independent school”; the academic, fiscal and other goals of the school; the funding for the school, with the governing body of the “independent school” having control over its budget; and a method by which the agreement can be terminated, modified, or renewed. Id.

Employees assigned to “independent schools” remain employees of the school district. Thus, it is PSEA’s position that, although the legislation grants the governing body of an “independent school” authority to establish working conditions for the school, that authority is subject to what our local associations bargain with the school district in its collective bargaining agreement. In other words, locals will continue to bargain the wages, hours, and terms and conditions of employment for all employees in all district schools, including “independent schools”.

The legislation further provides that governing bodies of “independent schools” have authority to establish nonteaching duties, extend the length of the school year and the schedule of the school day. Again, it is PSEA’s position that this authority is subject to the collective bargaining agreement between the local and the school district.
As with charter schools, “independent schools” can have up to 25% of its staff being noncertified teachers.

“Independent schools” may operate for between three and five years. At the end of that three to five-year period, “independent schools” may be re-authorized for additional five-year periods. The establishment of an “independent school” may not supersede or preempt any collective bargaining agreement in effect as of the effective date of this legislation.

**LOCALS THAT BELIEVE THAT THEIR DISTRICTS ARE CONTEMPLATING ESTABLISHING AN “INDEPENDENT SCHOOL” SHOULD:**

- Work closely with their UniServ Representative and/or Region Attorney to strategize about what responsive action that locals should take.

**LEGAL FORUMS BY WHICH ASSOCIATIONS CAN PURSUE THEIR RIGHTS AND/OR THEIR BARGAINING UNIT MEMBERS’ RIGHTS**

**WHAT THE LAW SAYS:**

Unions, as exclusive bargaining representatives, have various legal forums by which they may assert their rights and/or the rights of their bargaining unit members. This section discusses several of these forums.

**Arbitration**

The fact that an employer has managerial rights does not mean that an employer is bestowed a divine right to do whatever it pleases. Such rights are limited by the parties’ collective bargaining agreement and past practice, especially with regard to wages, hours, and working conditions.

Section 903 of the Public Employee Labor Relations Act, 43 P.S. § 1101.903, mandates that any dispute involving provisions of the collective bargaining agreement or past practice (i.e., a grievance) must be submitted to arbitration.

In interpreting collective bargaining language, an arbitrator is unlikely to give contractual language that is clear and unequivocal any other meaning than that which is expressed.

Where language is not clear and unequivocal, however, arbitrators will determine if there is a custom or past practice that is binding upon the parties. For a custom or past practice to be binding upon the parties, it must be:

1. unequivocal;
2. clearly enunciated and acted upon;
3. readily ascertainable over a reasonable period of time as fixed and established by both parties.

See e.g., Apollo-Ridge Sch. Dist. v. Apollo-Ridge Educ. Ass’n, 799 A.2d 911 (Commw. Ct. 2002). As discussed under the Demotion, Dismissal, and Furlough sections, individuals have a right to elect their remedy to challenge their job loss. That is, they may either challenge their demotion, dismissal, or furlough through the School Code’s school board hearing procedure or through grievance arbitration. They cannot do both, however. This election of remedy decision is
Job Security, Member Rights, and Legal Issues

of crucial importance and must be made within a short period of time, given the timelines for filing grievances set forth in the collective bargaining agreement and the deadlines in the School Code for electing a school board hearing. Employees facing these decisions should consult with their UniServ Representatives before electing a remedy.

Often, a grievance procedure will include language that states that any grievance that is not responded to by the employer within a certain stated period is deemed granted. Employers who refuse to acknowledge that language commit an unfair labor practice. *Palmerton Area Education Association v. Palmerton Area School District*, (Prop. Dec. & Order, May 2002)(finding that an employer that refused to acknowledge contractual language that deemed a grievance granted when an employer fails to respond by certain timelines committed an unfair practice).

**QUERY:** Must a local association file a grievance on behalf of a non-member?

**ANSWER:** Yes. A local association owes a duty of fair representation to all members of the bargaining unit—regardless of whether they are members of the union or not. This duty includes filing grievances on behalf of nonmembers. *Vaca v. Sipes*, 386 U.S. 171, at 190 (1967); *Speer v. Philadelphia Housing Authority*, 533 A.2d 504 (Pa. Commw. Ct. 1987).

Local associations do not have to submit all grievances to arbitration, however. A local association that decides that a grievance does not have merit and thus, opts not to submit a grievance through the grievance process and/or not to submit it to arbitration does not breach its duty of fair representation. Only those local associations that make arbitrary, discriminatory, or bad faith decisions to refuse to submit a grievance and/or take it to arbitration breach the duty of fair representation. For example, if a local association decides not to submit a grievance to arbitration because the individual is a nonmember, that decision is an arbitrary and discriminatory one and breaches the duty of fair representation.

**QUERY:** Do individuals have a right to pursue their own grievances individually?

Section 606 of the Public Employee Labor Relations Act does allow individuals to pursue their own grievances individually up to, but not including, arbitration. 43 P.S. § 1101.606. Only local associations have the right to submit a grievance to arbitration. The reason is clear: The collective bargaining agreement is a contract between the local association and the employer. Thus, the local association, as one of the parties to the agreement, is the only one that may take advantage of the arbitral process. Even where an individual pursues his/her own grievance individually through the lower steps of the grievance procedure, local associations also have the right to be present at all meetings pertaining to the grievance.

**Caveat:** Where local associations bargain language that allows individuals to pursue their own grievances to arbitration, individuals may do so. In at least one case where a collective bargaining agreement had language that allowed individuals to pursue grievances to arbitration, that individual was also allowed to take an appeal of the arbitration award to court, even when the local association did not want to appeal the arbitration award. *Kozura v. Tulpehocken Area Sch. Dist.*, 440
For this reason, it is important that local associations eliminate language allowing individuals to individually process grievances to arbitration. Locals should contact their UniServ Representatives to ensure that they do not have such language in their contracts.

When deciding whether to pursue a grievance, local associations should ask themselves the following questions:

1. Has the employer violated the collective bargaining agreement? If so, which provisions?
2. Has a past practice been established? Does it favor the local or the employer?
3. If the local loses, how much does the local lose? Will the loss create long-term problems for the local?
4. If the local wins, might it still lose in the long-run?
5. Does the local have witnesses willing to testify? Does the local have supporting documents to present in evidence?
6. How strong is the local’s position?
7. Should the local attempt to negotiate rather than arbitrate?
8. Is the arbitration cost-justified?
9. Has the local considered its duty of fair representation?

Unfair Labor Practices

The Public Employee Labor Relations Act (PERA) has set forth certain practices that a public employer is prohibited from doing as a matter of law. 43 P.S. § 1101.1201. Those employers that engage in such practices commit unfair labor practices, and the Public Employee Labor Relations Board may direct that the employers cease and desist from such practices and make restitution for any such unlawful acts.

There are several unfair labor practices that have been set forth by PERA:

1. **Interfering, restraining, or coercing employees in the exercise of the rights guaranteed by PERA.**

   **EXAMPLE:** (Unilateral Removal of a Position from the Bargaining Unit)

   An employer unilaterally excluded a position from the bargaining unit by changing the job title, slightly modifying the duties, and increasing the salary. Only the Labor Board has sole authority to determine the composition of the unit and once the Board has done so, the composition may
only be changed by filing a unit clarification petition (see discussion below). Richland Education Association v. PLRB, 403 A.2d 1008 (1979). Therefore, the Board held that the employer unlawfully usurped the function of the Board and interfered with the rights of the employees when it unilaterally removed the position from the unit. Beaver County Community College, 21 PPER ¶ 21097 (1990).

**EXAMPLE**: (Threats and Reprisals Against Employees for Union Activity)

An employer that promised salary increases if employees would forego their right to strike committed an unfair labor practices. Phoenixville Education Association v. Phoenixville School District, 30 PPER ¶ 30171 (1999).

An employer that offered a two-day rather than a five-day suspension in return for the employee not filing a grievance committed an unfair practice. PennDot, 18 PPER ¶ 18212 (1987).

An employer that unequivocally stated that employees would have benefits and pay reduced should they be accreted into a union, instead of objectively pointing out the differences between the disputed employees’ wages and benefits and the unions’ collective bargaining agreements, committed an unfair labor practice because the employer’s actions had a tendency to coerce employees in the exercise of protected rights. Chester County Intermediate Unit Education Association and Chester County Educational Support Personnel Association v. Chester County Intermediate Unit, 34 PPER ¶ 3 (2002).

**EXAMPLE**: (Bargaining with Individuals)

An employer that negotiated directly with teachers regarding individual contracts for curriculum revision during the summer committed an unfair practice. Jim Thorpe School District, 21 PPER ¶ 21021 (1989).

**EXAMPLE**: (Denial of Weingarten Rights)

An employer that denies an employee the right to union representation during an investigatory interview where the employee has a reasonable anticipation that discipline may follow commits an unfair practice. Beaver County Community College, 17 PPER ¶ 17121 (1986).

(2) **Dominating or interfering with the formation, existence, or administration of an employee organization.**

**EXAMPLE**: (Employer Assistance to Minority Unions or Individuals Intending to Withdraw from Union)

A county hospital was approached by employees who intended to withdraw from their union. The hospital had the withdrawals typed on its stationary and mailed at its expense in violation of its policy prohibiting use of hospital stationary or stamp meter for private use. Such financial assistance constituted an interference with the administration of the union. County of York, 10 PPER ¶ 10157 (1979).
(3) Discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any employee organization.

**EXAMPLE:** (Anti-Union Animus)

An employer committed an unfair practice after it retaliated against union officers by not assigning them their customary senior classes and cutting their preparation time for the unfamiliar lower grade classes. *Bald Eagle Area School District v. PLRB*, 20 PPER ¶ 20140 (1989).

**Note:** An employer need not suspend, dismiss, or disparately discipline the employee to be in violation of section 1201(a)(3).

**Key:** To prove unlawful discrimination and a violation of section 1201(a)(3), a local association must establish the following elements: (a) that the employee engaged in protected union activity; (b) that the employer was aware of this activity; and (c) that the discrimination occurred because of this protected activity. *St. Joseph’s Hospital v. PLRB*, 373 A.2d 1069 (1977).

(4) Discouraging or otherwise discriminating against an employee because he or she has signed an affidavit, petition, or complaint or given any information or testimony under PERA.

**EXAMPLE:**
A school board adopted a policy not to use substitute teachers over age 65 after a retired teacher, who continued to be employed as a substitute testified against the district in a PLRB hearing. The school board policy was found unlawful as a violation of section 1201(a)(4) because it was found to be in retaliation for the retired teacher’s testimony. *William Penn School District v. PLRB*, 2 PPER ¶ 170 (1992).

(5) Refusing to bargain collectively in good faith with an employee representative which is the exclusive bargaining representative of employees in an appropriate unit, including but not limited to the discussing of grievances with the exclusive representative.

**EXAMPLE:** (Bad Faith Bargaining)

Whether an employer is bargaining in bad faith must be viewed on a case-by-case basis rather than a hard-and-fast rule. What the Labor Board will review is the totality of circumstances of the bargaining procedure. If, after examining all of the circumstances, one can reasonably conclude that one or the other party never intended to achieve an agreement, demonstrated unreasonableness, or displayed a single-minded purpose to thwart the public policy, then good faith bargaining did not occur. *Mars Area Association of School Service Personnel v. PLRB*, 538 A.2d 585 (1987); *Minersville Area Sch. Dist. v. PLRB*, 475 A.2d 962 (Pa. Commw. Ct. 1984); *Elizabeth Forward Sch. Dist. v. PLRB*, 624 A.2d 215 (Pa. Commw. Ct. 1993).
By way of further example, courts have held that, during negotiations, a refusal to compromise in one area of a collective bargaining proposal is not a refusal to bargain in when concessions have been made in other areas. **PLRB v. State Liquor Control Board**, 367 A.2d 805 (Pa. Commw. Ct. 1987)(vacated on other grounds).

Furthermore, good faith bargaining is not demonstrated merely by the number of meetings or the amount of information exchanged. **Homer Center School District**, 12 PPER ¶ 12169 (F.O. 1981).

**EXAMPLE**: (Refusing to Bargain or Unilaterally Altering Wages, Hours, or Terms and Conditions of Employment)

An employer violated PERA when it unilaterally increased the salary of a bargaining unit employee without negotiating with the union. **Beaver County Community College**, 21 PPER ¶ 21097 (1990).

**EXAMPLE**: (Refusing to Process a Grievance)


**EXAMPLE**: (Union Access to Information)

Employers have the duty to supply information to unions when processing a grievance or deciding whether to process a grievance. The information must be relevant to the grievance that the union is reviewing. **Commonwealth v. PLRB**, 527 A.2d 1097 (Pa. Commw. Ct. 1987).

An employer that refused to provide information about employees classified as “project staff” to unions where disputed employees may have been covered by the unions’ respective certifications committed an unfair labor practice where the information was relevant to the unions in deciding whether to file grievances in the matter. **Chester County Intermediate Unit Education Association, PSEA/NEA and Chester County Educational Support Personnel Association, PSEA/NEA v. Chester County Intermediate Unit #24**, 33 PPER ¶ 33189 (2002).

**EXAMPLE**: (Subcontracting)

An employer may not, for economic reasons, unilaterally transfer work out of a bargaining unit. **Mars Area Association of School Service Personnel**, 538 A.2d 585 (1987). Rather, the employer must first bargain with the union over subcontracting. The employer does not commit an unfair labor practice by taking preliminary steps to determine whether subcontracting is a viable alternative, however.
(6) Refusing to reduce a collective bargaining agreement in writing and sign such agreement.

EXAMPLE:
The parties reached a verbal agreement on a collective bargaining agreement. Subsequent to the verbal agreement, but prior to signing the written document, several employees filed a decertification petition. The employer then refused to sign the agreement. The employer’s refusal to sign the agreement was a violation of PERA because a collective bargaining agreement did in fact exist and required only a reduction to writing for execution. California University (Fayette County Head Start), 18 PPER ¶ 18015 (1986).

(7) Violation of any of the rules and regulations established by the Labor Board regulating the conduct of representation elections.

EXAMPLE:
A union objected to an election result, alleging that the school district interfered in the conduct of the election by preparing, duplicating, and distributing the announcement, on district stationary, of a rival union. The district, however, permitted both unions to use school facilities and thus, the Labor Board ruled that no violation occurred. The Labor Board will only overturn an election result if there is a flagrant violation of the rights of one of the parties. Woodland Hills School District, 13 PPER ¶ 13298 (1982).

(8) Refusing to comply with the provisions of an arbitration award

EXAMPLE:
A school district unilaterally extended the length of the work day. A grievance award provided that the school district was obligated to compensate the teachers for the additional hours on the days that were extended. The award did not draw a distinction between teachers who actually worked and those who were on sick leave on the days of the dispute. The district refused to comply with the terms of the award by refusing to compensate absent teachers. The Labor Board ordered the district to comply with the award by paying any teacher on sick leave the amount that they would have received had they worked on the days in question. Shaler Area School District, 17 PPER ¶ 17003 (1985).

(9) Refusing to comply with “meet and discuss” obligations.

EXAMPLE:
A school district eliminated teacher aide positions without providing the teachers’ union the opportunity to discuss the issue. The employer’s decision to eliminate services for valid economic reasons (as opposed to replacing them with other, non-bargaining unit services) is a matter of inherent managerial authority. The district, however, is required to meet and discuss the decision to eliminate positions. The district also has an obligation to bargain over the effects of this decision. By not discussing the decision to eliminate positions, the district violated its “meet and discuss” obligation. Harrisburg School District, 13 PPER ¶ 13077 (1982).
Other important information concerning unfair labor practices is as follows:

(1) **Timeliness**—An unfair labor practice must be filed within **four (4) months** of the violation or when the local association became aware of the violation.

(2) **Deferral**—The Labor Board will defer deciding upon an unfair labor practice and wait to hear the case until after the conclusion of an arbitration proceeding if (a) a grievance on the same issue has been filed; (b) the unfair labor practice is rooted in the parties’ contract; and (c) the conduct which is the source of the grievance does not allege anti-union animus or discrimination for union activity. Local associations should discuss with their UniServ Representatives the pros and cons of filing both a grievance and an unfair labor practice charge on these type of issues.

(3) **Practical Considerations:**

(a) There are no costs to filing unfair labor practices.
(b) The Labor Board hearing examiners are bound by precedent. While this does not always assure consistent decisions, it does give the parties some measure of reliability with respect to certain issues.
(c) The local association can have “two bites of the apple” if a union activist is disciplined or discharged and there is evidence that the discipline was motivated by anti-union animus.

**Unit Clarifications:**

Once an exclusive bargaining representative is certified, the appropriateness or scope of the bargaining unit may be amended by the Labor Board through a petition for unit clarification filed with the Labor Board by either the union, employer, or both. The unit clarification procedure is a means to ensure flexibility in the composition of an existing, certified, bargaining unit as new positions are created or existing positions are changed. This process would apply, for example, where a local association seeks to include other job classifications of the same employer within the coverage of the unit (e.g., school psychologists, computer professionals, etc.). The bargaining unit may be clarified or modified to include job classifications that were previously excluded when it may be shown that changed circumstances have occurred. *Chester Upland School District, 14 PPER ¶ 14146 (1983).*

**LOCAL ASSOCIATIONS SHOULD:**

1. Immediately contact their UniServ Representatives whenever they have any questions concerning a dispute that could give rise to a potential grievance, unfair labor practice, or unit clarification so as to ensure that these forums are selected within the required timelines.
2. Contact their UniServ Representatives to review their contract language and to ensure that it does not allow individuals to process grievances to arbitration.
3. Contact their UniServ Representatives if they have any questions surrounding their duties of fair representation to members and nonmembers.

**PART-TIME EMPLOYEES**


The criteria distinguishing regular part-time employees from casual substitutes are spelled out in Millcreek, but the application of the criteria to specific factual situations will have varying results. See Substitutes, infra. For that reason, you should contact your local PSEA office for assistance in this technical area.

"Teacher" is defined in Section 1141(1) of the School Code for purposes of compensation as "persons who devote 50 percent of their time to teaching or other direct educational activities." Nothing in Section 1101(3) of the Code, defining "temporary professional employee," or any other tenure provision of the Code, suggests that a candidate for tenure must work a minimum number of hours per week. However, in Appeal of Spano, 267 A.2d 848 (Pa. 1970), the Pennsylvania Supreme Court concluded that so long as a person devotes half of his/her time to teaching or other direct educational activities, that person is a "teacher" entitled to "professional employee" status under Section 1101(1) of the Code. See also Commonwealth, Dept. of Education v. Jersey Shore Area Sch. Dist., 392 A.2d 1331 (Pa.1978).

Note that the 1999 decision of Penns Manor Area Sch. Dist. v. Penns Manor Area Educ. Ass'n, 729 A.2d 71 (Pa. 1999), may give certain rights to salary step placement to individuals who are hired as full-time professional employees by a school districts in which they had prior years of experience as a long-term substitute. See, Salary supra for discussion.

**PERSONNEL FILES**

**THE LAW SAYS:**

The Personnel Files Act, 43 P.S. §§ 1321 - 1324, provides that "[a]n employer shall, at reasonable times, upon request of an employee permit that employee to inspect his or her own personnel files used to determine his or her own qualifications for employment, promotion, additional compensation, termination or disciplinary action."

The term "personnel file" is defined as follows:

If maintained by the employer, any application for employment, wage or salary information, notices of commendations, warning or discipline, authorization for a deduction or withholding of pay, fringe benefit information, job title, dates of changes, retirement record, attendance records and performance evaluations. The term "personnel file" shall not include records of an employee relating to the
investigation of a possible criminal offense, letters of reference, documents which are
being developed or prepared for use in civil, criminal or grievance procedures,
medical records or materials which are used by the employer to plan for future
operations or information available to the employee under the Fair Credit Reporting Act

district’s attendance cards constituted public records subject to disclosure). But see University of
Commw. Ct. 2006) (Held: External letters of recommendation, despite being located in
employee’s personnel file, did not constitute “performance evaluations” per Act, and as such, the
employee was not entitled to view them.)

The Act contains several limitations. The employer need only make the records available during
regular business hours, and may require the employee to inspect the records on the employee's
free time. The written request must state either the purpose for which the inspection is requested
or the particular parts of the file the employee wishes to inspect. The employer need not permit
the employee to make copies of the file, but the employee is permitted to take notes. The
employer may require inspection of the file in the presence of some official. Finally, the
employer may limit inspection to once every calendar year.

The Act provides for a hearing before the Bureau of Labor Standards of the Department of Labor
upon petition by either an employer or employee. However, the Act provides that “[t]he
employee must avail himself of appropriate civil remedies such as grievance procedure under a
union contract." 43 P.S. § 1324.

In West Shore Sch. Dist. v. Homick, 353 A.2d 93 (Pa. Commw. Ct. 1976), the
Commonwealth Court concluded that a teacher's personnel file did not constitute a "public
record" under the Right-to-Know Act. See 65 P.S. § 66.1(2). This was recently affirmed in the
2000), which validated the view that the contents of a teacher’s personnel file are not public
records and thus, even individual school board members acting independent of approved board
action cannot review teachers’ personnel files.

In Lamolinara v. Barger, 373 A.2d 788 (Pa. Commw. Ct. 1977), the Commonwealth Court held
that an employee who had a property right in his employment (e.g., tenure) has the right under
the Right-To-Know Act to examine the contents of his personnel file relating to his removal
from duty. Thus, while a currently employed, tenured school employee would have no right to
examine his or her file under the Right-To-Know Act, a dismissed employee would have the
right to examine materials in the file relating to the dismissal.

School board members do not have either the implied or inherent right to individually review
employees’ personnel files, absent a formal school board policy, authorizing them to do so.
THE TEACHER SEEKING ACCESS SHOULD:

- Contact his/her PSEA staff person for assistance and/or advice.

RATINGS

THE LAW SAYS:

Section 1123 of the Public School Code provides that professional employees and temporary professional employees shall be rated by a rating system approved by the Department of Public Instruction which gives due consideration to personality, preparation, technique, and pupil reaction. 24 P.S. § 11-1123.

Section 1108 of the Public School Code provides that temporary professional employees must be evaluated at least twice each year. 24 P.S. § 11-1108. One unsatisfactory rating received in the last four months of the second year is sufficient to deny a temporary professional employee a contract, see Acitelli v. Westmont Hilltop Sch. Dist., 325 A.2d 490 (Pa. Commw. Ct. 1974). However, the absence of a rating within the last four months of the second year indicates "satisfactory performance", and the teacher is entitled to professional employee status. Commonwealth, Department of Education v. Jersey Shore Area Sch. Dist., 392 A.2d 1331 (Pa. 1978).

The Department of Education, pursuant to Section 1123 of the School Code, has promulgated the PDE-5501 rating form. Districts may also use an alternative rating form which conforms to the Department's standards and to the School Code requirements. If the district does use an alternative rating form, it must use it for every official rating. See 22 Pa. Code § 351.24(a). Whether the PDE-5501 or the alternative form is used, the following apply to the rating of teachers:

1. Each professional employee must be rated a minimum of one time a year. See 22 Pa. Code § 351.21.


3. Both professional and temporary professional employees shall be given an opportunity to sign the rating. See 22 Pa. Code § 351.22(h).

4. If the teacher refuses to sign the rating, the refusal shall be recorded and dated. See 22 Pa. Code § 351.22(i).

5. Anything less than a perfect score on the PDE-5501 must be supported by anecdotal records. Ratings on the alternative form must also be supported by anecdotal records. In
the case of an unsatisfactory rating on the PDE-5501 or any rating on the alternative form, the rating must be discussed with the teacher within five (5) working days. See 22 Pa. Code § 351.22(g).

A teacher who has been called into a meeting to discuss an unsatisfactory rating has an absolute right to have Association representation at the meeting in which the rating is discussed. See Accusatory Meetings, supra.

The Commonwealth Court has ruled that an unsatisfactory rating is not invalid if it does not contain numericals, as long as it does contain anecdotal records which sufficiently explain the reasons for the unsatisfactory rating. Hamburg v. Commonwealth, Secretary of Education, 484 A.2d 867 (Pa. Commw. Ct. 1985).

If a teacher receives an unsatisfactory rating, he/she should contact the UniServ representative.

The Department has recently developed new evaluation forms: (1) The PDE Form 426; (2) the PDE Form 427; and (3) the PDE Form 428. The impetus for the creation of these new forms was a recent regulation change that requires that, as of September 2004, those who apply for Instructional II certification must have an additional evaluation or “assessment” over and above their semi-annual ratings received by their employer. This evaluation or “assessment” is the PDE Form 427. The PDE Forms 426 and 428 are similar to the PDE Form 427, containing similar criteria for evaluation. The PDE Form 426 is an evaluation form developed for use to semi-annually rate those individuals having Instructional I certification. It is an OPTIONAL form, and as such, employers may continue to use the PDE Form 5501 or an alternative rating form to semi-annually evaluate those with Instructional I certification. The PDE Form 428 is an evaluation form developed for use with those individuals having Instructional II certification. It, too, is OPTIONAL and again, employers may continue to use the PDE form 5501 or an alternative rating form to annually evaluate those with Instructional II certification.

PSEA takes the position that the Department did not fully develop and test the PDE Forms 426 and 428. Thus, those local associations that are confronting an employer that intends to use these forms should contact their UniServ Representatives to attempt to discuss ways by which the local association may attempt to block the employer’s use of these forms (e.g., through a possible grievance or unfair labor practice) or to at least modify the forms (e.g., through impact bargaining) and submit them to the Department of Education as the employer’s alternative rating form.

Additionally, the Department is seemingly taking the position that an individual seeking Instructional II certification may only undergo the assessment required by the PDE Form 427 after having received six satisfactory semi-annual ratings. This could mean, for example, that an employee who receives an unsatisfactory rating during the mid-part of the third year, but then improves his/her performance and then obtains a satisfactory rating at the end of the third year may not actually be able to apply for Instructional II certification until the fourth year. PSEA believes that this is violative of the regulations that simply calls for three years satisfactory performance for Instructional II certification. Moreover, an employee whose employer is not diligently performing the requisite semi-annual ratings each year may experience difficulty in
obtaining Instructional II certification since the Department is requiring six semi-annual evaluations before the PDE Form 427 may even be submitted.

For more information, see 22 Pa. Code §§ 351.21-351.28; 24 P.S. §§ 11-1101, 11-1108, 11-1124, and 11-1125. Interested persons might also see the Pennsylvania Department of Education Basic Educational Circular on 24 P.S. § 11-1123, issued June 1, 2004.

LOCAL ASSOCIATIONS SHOULD:

• Contact their UniServ Representative if their employers are seeking to implement the PDE Forms 426 and 428.

• Ensure that employers are performing semi-annual ratings for those temporary professional employees with Instructional I certification.

• Contact their UniServ Representative as soon as they learn of an individual receiving an unsatisfactory PDE Form 427 assessment rating and/or is denied Instructional II certification.

Basic Facts About Ratings:

1. Every professional employee and temporary professional employee must be rated, under a rating system approved by the Pennsylvania Department of Education. (All teachers are to be rated on the PDE-5501 rating form except those employed in the 82 units with PDE-approved alternate ratings forms.)

2. The ratings must be done by the superintendent or by a person under the supervision of the superintendent, as long as that person is properly certificated as assistant superintendent (not assistant to the superintendent), principal, assistant principal, vice principal, or supervisor, and as long as such principal, assistant principal, vice principal, or supervisor has supervision over the work of the employee being rated.

3. No unsatisfactory rating is valid unless it is approved by the superintendent.

4. Every school district must have established and must maintain a permanent record system containing ratings for each professional employee.

5. Every school district is required to give to any employee who requests it a copy of all ratings for the year.

6. The district must transmit any unsatisfactory rating to the employee so rated.

Basics Of PDE-5501

1. The rater of the employee must give consideration to these factors during the rating process: "professional assignment, intellectual level of students and learning/behavioral problems which might affect professional performance, and factors over which the professional has control."

2. "A school district may rate employees with 'satisfactory' or 'unsatisfactory,' or it may assign a numerical equivalent to satisfactory and unsatisfactory."

3. The descriptors listed under the four categories can be found in 22 Pa. Code § 351.21.

4. Descriptors are not listed in the four categories in order of importance, but rather in simple alphabetical order.

5. None of the descriptors in any category is to be given a weight. The descriptors are to be used as guides only.

6. The rater must sign the rating as either "satisfactory" or "unsatisfactory."

7. The rater must provide anecdotal records to accompany a rating below 20 in any one or more of the four categories.

8. Anecdotal records must be based on what the rater observed, and they must indicate the reason the employee was given the specific number of points in any category in which the rating is below 20.

9. Anecdotal records must include specific details of evidence likely to be important in the event the services of the employee are to be discontinued.

10. A rating of less than 20 in any of the four categories must be substantiated by anecdotal records and discussed with the employee within five working days after the day of the final observation preceding the rating. This five-day limitation may be extended only because of emergency or extenuating circumstances.

11. Every employee must be given the opportunity to sign his/her rating form.

12. It is possible that a deficiency in a single category would be sufficient to warrant a total rating of unsatisfactory.

13. The district superintendent (or the executive director in cases of intermediate units) is not required to sign the rating unless an unsatisfactory rating is recorded.

SALARY

The Pennsylvania Supreme Court has rendered a decision regarding salary that could significantly affect several of our members. This decision, Mifflinburg Area Educ. Ass’n v. Mifflinburg Sch. Dist., 724 A.2d 339 (Pa.1999), affects individuals who worked for a school...
district, resigned from that district, and then were subsequently rehired by that same district. Mifflinburg is significant because it holds that such individuals who have a hiatus from employment have an affirmative right under the salary provisions of the School Code to receive credit for every year of employment within a district.

For example, in Mifflinburg, the Mifflinburg Education Association filed a grievance on behalf of eight teachers who worked for the Mifflinburg School District, then resigned from employment for various reasons (predominantly to raise a family), and subsequently were rehired with the Mifflinburg District. When these individuals were rehired, they were placed on Step 1 of the salary schedule instead of being placed on a step that credited them for their prior years within the Mifflinburg District. In filing the grievance, the Mifflinburg Education Association asked for full back pay retroactive to the date the individuals were rehired. The Mifflinburg Association lost the grievance at arbitration, but appealed it to the county court. The county court reversed the arbitrator’s award, and, in so doing, sustained the Association’s grievance and remedy requested (i.e. full back pay retroactive to the date of rehire). The Pennsylvania Supreme Court upheld the county court’s order.

Please note that, while the Supreme Court did uphold the county court’s order giving full retroactive relief, it did not specifically address the issue of the appropriateness of full retroactive relief. Consequently, that issue—the issue of whether there is an entitlement to full retroactive relief until the date of rehire is subject to arbitration. The Mifflinburg decision, of course, afforded full retroactive relief to the grievants. However, other arbitration awards rendered after Mifflinburg have not given full retroactive relief to grievants. Some afforded retroactive relief back to the date of the grievance. Others have afforded retroactive relief to the date of the Mifflinburg decision (i.e. 1999).

Given the confusion surrounding whether retroactive relief will be given and, if so, how much, it is imperative that local associations and individuals who are affected by Mifflinburg discuss their cases with their UniServ Representatives and Region Attorneys. The UniServ Representatives and Region Attorneys can assist the local associations in advising them and the grievants of the best course of action (e.g. whether to arbitrate for the full retroactive amount of back pay to the date of rehire; whether to settle for an amount less than full retroactivity), given their particular situation.

(Note: Mifflinburg only affords salary credit for prior years of service to individuals who work for a district, resign from the district, and then are rehired for that same district. For example, individuals who work for District A in Pennsylvania, resign, and then are rehired to work in District B in Pennsylvania, are not entitled to salary credit from District B for the work in District A under Mifflinburg or the School Code.

Another significant case impacting upon salary was also rendered in 1999. This decision, Penns Manor Area Sch. Dist. v. Penns Manor Area Educ. Ass’n, 729 A.2d 71 (Pa. 1999), is based upon Mifflinburg.

Penns Manor stands for the proposition that individuals who served as long-term substitutes for a district and are then later hired as permanent employees of the district should get salary credit for their long-term substitute service. Penns Manor’s holding granting salary credit for long-term substitute service in a district was recently affirmed by the Commonwealth Court in Greater
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In **Greater Johnstown,** the parties had bargained a provision that specifically precluded granting salary credit for long-term substitute service. The arbitrator had found the provision to be unlawful given **Penns Manor,** and the Commonwealth Court affirmed the arbitrator’s award. See also, **Chambersburg Area School District v. Chambersburg Area Education Association,** 811 A.2d 78 (Pa. Commw. 2002), appeal granted, 822 A.2d 705 (Pa. 2003), **aff’d,** 854 A.2d 1277 (Pa. 2004).

Note that in **Penns Manor,** the Penns Manor Association filed a grievance on behalf of the long-term substitutes asking for full retroactive relief. The arbitrator only granted retroactive relief to the date of the grievance. The Pennsylvania Supreme Court affirmed the arbitrator’s award and the relief to the date of the grievance. Consequently, Penns Manor is another example of the confusion surrounding the issue of retroactivity. It is for this reason that individuals who are in the same circumstances as the **Penns Manor** grievants should immediately contact their local association leaders and UniServ Representatives to discuss their case. The UniServ Representatives and Region Attorneys can assist locals and grievants on how to pursue their cases.

**PROFESSIONAL SCHOOL EMPLOYEES WHO ARE IN THE SAME CIRCUMSTANCES AS THE MIFFLINBURG AND/OR PENNS MANOR GRIEVANTS SHOULD:**

- Contact their local association leaders for assistance.

**LOCAL LEADERS SHOULD:**

- Contact their PSEA UniServ Representative for assistance and/or advice.

**SCHOOL DISTRICT LIABILITY**

School districts (as political subdivisions) are liable for damages for the tortious acts of their employees which cause an injury to any person or property under certain circumstances as defined in the law. (Political Subdivision Tort Claims Act, 42 Pa. C.S. §§ 8541 et. seq.).

**THE LAW SAYS:**

The Political Subdivision Tort Claims Act provides that a district and its employees can be sued for negligence only in specific instances. These are as follows:

1. Operation of a vehicle in possession or control of the district.
2. Care, custody, or control of personal property in the custody or control of the district.
3. Care, custody, or control of real property (land and buildings).
4. Maintenance of trees, traffic controls and street lighting.
5. Maintenance of utilities, streets, and sidewalks owned by the district.
6. Care, custody, and control of animals.
42 Pa. C.S. § 8542(b). If an action for damages is brought against a school district employee and/or the school district, based on one of the above exceptions, the district must defend the teacher and pay any judgment entered against the teacher, as long as the teacher was acting within the scope of employment. See 42 Pa.C.S. §§ 8547(a), 8548(a). The Tort Claims Act also provides that recoverable damages cannot exceed $500,000.

The teacher must, in turn, give the school district timely written notice that a suit has been filed against him/her. If the teacher fails to give such notice, refuses to cooperate in defense of the suit, or was acting outside the scope of employment, the school district has no legal obligation to defend or indemnify the teacher. See 42 Pa.C.S. §§ 8547(b), 8548(c).

Furthermore, the school district is specifically exempted from any obligation to defend or indemnify an employee where the employee's act constitutes a crime, actual fraud or malice, or willful misconduct. See 42 Pa.C.S. § 8550.

In interpreting the Tort Claims Act, the Pennsylvania Commonwealth Court has concluded that the Act does not permit a suit against the district, where a student suffered a personal injury (stabbing), based on alleged negligence of the district and its employees to properly supervise the students. The Court reasoned that the action of the district and its employees did not fall within one of the six enumerated exceptions to sovereign immunity. See Close v. Voorhees, 446 A.2d 728 (Pa. Commw. Ct. 1982).

In essence, then, except where one of the six specific instances are involved, a teacher cannot be successfully sued for negligence if he or she acted within the general scope of employment. See Murray v. Zarger, 642 A.2d 575 (Pa. Commw. Ct. 1994) (volunteer high school diving coach was a school district employee for purposes of indemnification under the Tort Claims Act, where evidence showed that he was acting on behalf of the school district and was authorized to drive students to swim meets). If the teacher acted with malice or criminally, then he or she could be liable. See, e.g., Pursel v. McCartney, __ Pa. Com. Pl. Ct. __ (Lehigh Cty. Com. Pl. Ct., Feb. 16, 2006); Gremo v. Karlin, 363 F.Supp.2d 771 (ED Pa. 2005).

PSEA has extensive insurance protection for its members, including special, supplementary coverage for those engaged in the medical arts and health occupations. For example, the insurer will pay up to $25,000 in attorney fees where the member successfully defends against criminal charges brought for employment-related, alleged criminal behavior. In corporal punishment cases, the coverage is there whether the teacher prevails or not. Also, there is broad liability coverage up to $1,000,000 in non-civil rights cases and $250,000 in civil rights cases.

In addition to the tortious liability of schools and school employees (as discussed above), an important civil rights case in the Third Circuit has held that educators and administrators may be personally liable for monetary damages if they blatantly violate special education requirements. Ridgewood v. N.E., 30 IDEALR 41 (3d Cir. 1999); W.B. v. Matula, 67 F.3d 484 (3d Cir. 1995). Both Ridgewood and Matula involved egregious refusals on the part of school districts to test students for special education and once tested and qualified as special needs students, to provide special education services to those students. These cases are very significant because it establishes that educators in Pennsylvania may be personally liable for monetary damages when they ignore a student's rights under federal special education laws.
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It is important to note, however, that the facts presented in this case were unusual due to the severity of the student's behavioral problems and to the prolonged refusal of the district and its employees to address such problems.

MEMBERS SHOULD KNOW THAT:

If a teacher is being sued by a student, parent, colleague or anyone else in relation to employment or related activities, a UniServ representative should be contacted immediately.

In most cases, either the NEA insurance (for members) and/or the school district are available to help to defend teachers in the suit.

It is vital that you get professional help or advice in these matters. Contact your UniServ representative.

SENORITY

THE LAW SAYS:

Under the School Code, seniority is based on service "within the school entity of current employment." 24 P.S. § 11-1125.1(d)(2). While the Code does not expressly define the term, the courts have defined it as "continuous employment within a district." See e.g., Young v. Hanover Twp. Sch. Dist., 38 Luz. L. Reg. 35 (1945). The School Code does provide, however, that seniority shall continue to accrue during suspension and all approved leaves of absence. 24 P.S. § 11-1125.1(a).

The importance of seniority comes into play in many different areas. Of particular significance are the following:

1. **Suspensions** — "Professional employees shall be suspended under Section 1124 (relating to causes for suspension) in inverse order of seniority. . . ." 24 P.S. § 11-1125.1(a). For more information, see Suspensions, infra.

2. **Consolidation** — "Where there is or has been a consolidation of schools, departments or programs, all professional employees shall retain the seniority rights they had prior to the reorganization of consolidation." Id. § 11-1125.1(b).

3. **Realignment** — "A school entity shall realign its professional staff so as to ensure that more senior employees are provided with the opportunity to fill positions for which they are certificated and which are being filled by less senior employees." Id. Section 11-1125.1(c). For more information, see Demotions and Furloughs, supra.

4. **Unapproved Leaves of Absence** — In Big Beaver Falls Area Sch. Dist. v. Cucinelli, 535 A.2d 1205 (Pa. Commw. Ct. 1988), app. den. 548 A.2d 257 (Pa. 1988), it was held that while seniority does not accrue during an unapproved leave of absence, it is not reduced to zero by virtue of the leave.

5. **Veterans' Preference** — The Veterans' Preference Act, 51 Pa.C.S. § 7107, applies to the seniority calculations of public school employees; thus, in times of furlough, a public

In calculating military time in relation to seniority, courts have upheld districts who add the military time to the date of hire (e.g. adding two years military time so as to result in a hiring date of two years prior to the actual hiring date). See Duncan, supra.

In a related matter, the Pennsylvania Supreme Court has held that the Veteran's Preference Act is applicable in the context of hiring school employees as well. See Brickhouse v. Spring-Ford Area Sch. Dist., 656 A.2d 483 (Pa. 1995); Merrell v. Chartiers Valley Sch. Dist., 855 A.2d 713 (Pa. 2004).

6. **Childrearing Leaves** — Non-accrual of seniority during maternity leaves pursuant to a collective bargaining agreement is an unlawful discriminatory practice in that it has an adverse effect upon the district's female professional employees. Heley v. Quakertown Community Sch. Dist., (Pa. Human Relations Comm. 1987).


9. **Activated military service**—Section 1181 provides that all school employees who volunteer or are inducted into military service shall be considered in all respects to be continuing in the service of the school board for which they were last working prior to such military service. 24 P.S. § 11-1181.

10. **Demotion**—A teacher who is demoted due to declining enrollment cannot raise seniority issues in his demotion appeal since the Secretary of Education does not have jurisdiction over seniority matters. Piazza v. Millville Area Sch. Dist., 624 A.2d 788 (Pa. Commw. Ct. 1993).

11. **Substitute Teaching**—Time spent substitute teaching, even as a long-term substitute teacher, cannot be included in a calculation of seniority. Daly v. Grove City Area Sch. Dist., 46 D & C 3d 281 (1986). Long-term substitutes may be entitled to salary step credit should they be hired by a district in which they have long-term substitute experience, however. Penns Manor Area Sch. Dist. v. Penns Manor Area Educ. Ass’n., 729 A.2d 71 (Pa. 1999); see Salary, supra.
THE TEACHER SHOULD:

1. Keep accurate records of your seniority status and be prepared to provide that information to your advocate.

2. Refrain from any conduct that might jeopardize your seniority (e.g., taking a leave without prior approval of the board; accepting a position for which you are not certified).

SEXUAL ADVANCES

THE LAW SAYS:

By Students:

The Public School Code does not contain any provisions which concern the treatment of a student who makes sexual advances toward a teacher.

Under Section 1318 of the School Code, however, a student can be either temporarily or permanently suspended for delinquency or misconduct. 24 P.S. 13-1318. The district must, of course, follow the due process requirements for suspension or expulsion.

By Co-Workers, Administrators or Supervisors:

Sexual harassment is a form of employment discrimination on the basis of sex and violates the Pennsylvania Human Relations Act, 43 P.S. §§ 951, et seq. as well as Title VII (42 U.S.C. 2000e-2 et seq.) The Equal Employment Opportunities Commission and the Human Relations Commission have both enacted guidelines which provide that unwelcome, verbal or physical conduct of a sexual nature constitutes sexual harassment when:

1. It is made an implicit or explicit condition of employment.

2. Employment decisions (transfer, promotion, reassignment) are based on the individual's response.

3. It creates an intimidating, hostile, or offensive working environment or interferes with working performance.

29 C. F. R. § 1604.11. If a teacher feels he/she has been sexually harassed by an employer, he/she should contact PSEA's UniServ representative. The Human Relations Commission and the EEOC have the responsibility of investigating and making determinations concerning complaints of sexual harassment.

YOUR MEMBERS SHOULD KNOW THAT:

If you are approached by a student, whether of the opposite sex or not, and it appears that
said student has an intimate relationship in mind:

1. Stay as far away from that student as possible.
2. Do not volunteer to transport the student to or from school.
3. Do not agree to attend parties and/or social functions sponsored by the student.
4. Do not allow yourself to be caught in a compromising situation.
5. Always have a third party present when said student wants "extra help" after school.
6. If possible, situate your desk near one of the exits to your classroom.
7. Always leave the classroom door open when giving help on a one-to-one basis.
8. Do not get into discussions of an intimate nature which involve the student's out-of-school activities.
9. Do not invite the student to your home.
10. Do not initiate or participate in intimate correspondence with a student.
11. Remember that an incident away from the school setting can be used in your dismissal.
12. Remember that one person's testimony is not a simple case of "it's her word against mine." One person's testimony can indeed be enough to cause the dismissal of a tenured teacher.

If a teacher is approached sexually and indicates that such advances are unwanted and unwelcome, but such advances continue, you should:

1. Be firm about your rejection of the advance.
2. Contact your local association or your PSEA office for help.
3. Keep a record of the nature and facts surrounding each advance and especially of any implied or overt accompanying threats.
4. Tell others. They may corroborate your claim.
5. Do not resign, if possible. It may be more difficult to prove the claim.

A claim must be filed with the Human Relations Commission within 180 days of the discriminatory practice. 16 Pa. Code § 42.14(a). A charge can be filed within 300 days with the EEOC if a charge has previously been filed with a state agency. 42 U.S.C. § 2000e-5.
SUBSTITUTES

Long-term substitutes may have a sufficient community of interest with other bargaining unit members to afford them most of the same rights as the other members. Sch. Dist. of Millcreek Twp. v. Millcreek Educ. Ass’n, 440 A.2d 673 (Pa. Commw. Ct. 1982). Further, the Commonwealth Court, in 2006 upheld an arbitrator’s award that relied upon Millcreek to recognize long-term substitutes as part of the bargaining unit who were subject to the pay and benefits provided under the collective bargaining agreement. Somerset Area Sch. Dist. v. Somerset Area Educ. Ass’n, 899 A.2d 1170 (Pa. Commw. Ct. 2006). This issue is influenced by many factors, including length of employment, type of position, funding, etc.

THE LAW SAYS:

A school district is required to employ the necessary number of professional employees, substitutes, and temporary professional employees sufficient to keep the public schools open. 24 P.S. § 11-1106. "Substitute" is defined as "any individual who has been employed to perform the duties of a regular professional employee during such period of time as the regular professional employee is absent on sabbatical leave or for other legal cause authorized and approved by the board of school directors or to perform the duties of a temporary professional employee who is absent." 24 P.S. § 11-1101(2). A substitute cannot count the time spent substituting toward tenure or seniority. However, there is an argument that recalled professional employees who fill substitute positions may accrue seniority in these positions, see infra.

Also, the Supreme Court has ruled that long-term substitutes may get credit for salary-step placement purposes where they are hired as professional employees by the district in which they had long-term substitute experience. Penns Manor Area Sch. Dist. v. Penns Manor Area Educ. Ass’n, 729 A.2d 71 (Pa. 1999); see Salary, supra.


In Millcreek, supra, the Commonwealth Court held that "long-term substitute" teachers are "public employees" entitled to inclusion in a bargaining unit of full-time permanent employees. The test to determine long-term substitutes (as opposed to "casual" employees) is (1) has the employee been hired for a substantial period of time during the semester at issue; and (2) does the employee have either a history of substantial employment in the previous semester or the possibility of employment for a substantial period in the next semester. As a result of Millcreek, employee organizations can bargain protections and benefits for "longterm substitute" teachers.
Two of the major issues surrounding substitute teachers are: (1) whether recalled teachers who move into long-term substitute teacher positions are professional employees under the provisions of Section 1125.1 of the School Code; and (2) whether a school district can maintain substitute teachers in a permanently vacated position beyond the 90 days or three calendar months called for in the Certification Staffing and Policy Guidelines issued by the Department of Education, Bureau of Certification. The answer to the first issue has been decided favorably by the Commonwealth Court in Pickup v. Sharon City Sch. Dist., 486 A.2d 543 (Pa. Commw. Ct. 1985). The answer to the second issue appears to be that the three calendar months is a maximum. This is to say that, where a permanent vacancy exists, the school district is by law required to fill that position with either a temporary professional employee or professional employee after three calendar months. But see Franson v. Bald Eagle Area Sch. Dist., 668 A.2d 633 (Pa. Commw. Ct. 1995) app.den. 677 A.2d 840 (Pa. 1996) (holding that a teacher who was appointed as a full-time substitute to serve continuously for three years to perform duties of various teachers who were on maternity or sabbatical leave did not attain the status of a temporary professional employee).

SUSPENSIONS WITHOUT PAY (PENDING DISMISSAL)


The earliest and the leading case is Kaplan, supra, which involved a Philadelphia School District teacher who, during the height of the McCarthy era, refused on two separate occasions to respond to questions posed by his superintendent regarding his affiliation with the Communist Party. He was suspended without pay for refusing to answer the questions; five weeks later he was dismissed.

The Pennsylvania Supreme Court upheld the suspension without pay. It moralized at length regarding the “Red Menace” and concluded that Kaplan's continued presence in the classroom would pose a threat to the welfare of his students. With respect to the pay issue, the Court disposed of it by noting that "abatement of salary" was prohibited only if the employee prevailed on the dismissal. Id. at 677.

It was assumed for the next twenty-five years or so that the application of Kaplan was limited to extreme cases of serious misconduct on the part of the professional employee. The Secretary of Education, on several different occasions, referred to Kaplan as standing for the proposition that suspension without pay pending dismissal would be countenanced only where there was a serious threat to student or where the suspension was for disciplinary reasons; see e.g., Mitchell v. the Sch. Dist. of Philadelphia, T.T.A. No. 28-77 (1978) (poor performance alone not grounds for suspension without pay); Harr v. Carmichaels Area Sch. Dist., T.T.A. No. 18-78 (1980) (teacher on sabbatical leave could pose no threat to students); Weaver v. Uniontown Area Sch. Dist., T.T.A. No. 8-79 (1979) (looking up girls' dresses in department store warrants suspension without pay); Hackenberry v. Board of Directors of Mifflin County Sch. Dist., T.T.A. No. 29-77 (1982) (possession of marijuana warrants suspension without pay); Downey v. Board of School Directors of Northern Potter Sch. Dist., T.T.A. No. 283 (1983) (admitted romantic physical
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involvement with student warrants suspension without pay); Burger v. Board of School Directors of McGuffey Sch. Dist., 839 A.2d 1055 (Pa. 2003)(superintendent’s sexual harassment of various district employees warrants suspension without pay and benefits, but due process constraints must be adhered to by board of directors).

The Commonwealth Court, in 1982, appeared to expand Kaplan (or, at least the interpretation given it) in its Fasnacht decision, supra. In Fasnacht, the teacher, working with mentally retarded students in special education classes, was suspended without pay and subsequently dismissed for persistent negligence (sleeping in class) and incompetency (inadequate IEPs). The Court upheld the suspension without pay and the dismissal on the persistent negligence grounds and in footnote 7 had the following to say about the suspension without pay:

. . . the Public School Code does not deny the superintendent the right to remove an unfit teacher from the classroom pending dismissal by the board. A teacher may be suspended without pay, pending a hearing, for misconduct. (Citation of Kaplan omitted.)

Subsequent to Fasnacht, supra, the Secretary had the opportunity to pass again on the suspension without pay of a teacher who was charged with incompetency. Kushner v. Board of Education, Sch. Dist. of Philadelphia, T.T.A. No. 15-83 (1984). In language that left no room for misinterpretation, the Secretary reiterated that Kaplan's application was to be severely restricted and he concluded also that Fasnacht did not change his thinking in that regard:

Kaplan v. Sch. Dist. of Philadelphia, 130 A.2d 672 (Pa. 1957) established that the superintendent of schools may suspend without pay a teacher who is potentially harmful to the welfare or safety of children. This proposition was again set forth in a footnote in Board of School Directors of Eastern York Sch. Dist. v. Fasnacht, 64 Pa. Commw. Ct. Ct. 571, 441 A.2d 481 (1982). Fasnacht sustained the superintendent's right to remove an unfit teacher from the classroom pending dismissal by the board.

In Fasnacht, the record supported a factual finding that the teacher on several occasions fell asleep in a classroom of mentally retarded students. In Fasnacht, as well as Kaplan, the misconduct with which the teacher was charged represented a danger to the safety and welfare of students that justified the superintendent's immediate suspension of the teacher without pay.

The facts in the instant case deviate from Kaplan and Fasnacht in two important ways. First, Appellant was not suspended by the superintendent. She learned of her suspension without pay in a July 13, 1982 letter not from the superintendent, but from the Executive Director of Personnel and Labor Relations. That letter suspended her retroactively from June 30, 1982. Second, nothing in the facts of this case indicate that Appellant represented any immediate danger to the students in her classroom. The Board made no findings in the dismissal proceeding relative to the prior suspension without pay.

To sustain a suspension without pay prior to a dismissal hearing in a case such as this one could result in permitting the superintendent or even other district personnel to suspend a teacher without pay in virtually any dismissal context. If this were to be permitted, the requirement of the School Code that a dismissal hearing must be held prior to dismissal would be rendered meaningless. The Board would have virtually no incentive to schedule
a speedy hearing and the dismissal hearing would effectively become a post-termination proceeding contrary to the School Code. If the district paid a substitute to perform the duties of the suspended teacher, there would be an economic disincentive to reinstate the teacher who would be entitled to back pay. This potential interference with an impartial review of the facts by the Board undermines a basic purpose of the Tenure Act, which was to ensure an impartial and fair review prior to the dismissal of a professional employee.

For all the above reasons, the Secretary believes that the Kaplan and Fasnacht decisions must be narrowly interpreted to permit suspensions without pay prior to dismissals in only those situations where the teacher's presence in the classroom presents a hazard to the welfare and safety of students. Because this hazard is absent in the instant case the Secretary cannot affirm the suspension without pay prior to the dismissal hearing. (Emphasis added.)

However, on appeal, the Commonwealth Court did not agree with the Secretary's restrictive application:

Second, we do not read Kaplan and Fasnacht to permit suspension without hearing only in the most draconian situations. Here, the District found that the teacher was unable to maintain order in the classroom. Such a fact leads to the conclusion that a very real potential for harm existed. Accordingly, we believe the suspension was permissible under established case law.


CONCLUSION:

School districts do have the authority to suspend teachers without pay pending dismissal. Kushner, supra, expanded the types of circumstances justifying this rather severe penalty. Suspensions without pay are not limited only to instances where the teacher's conduct poses a hazard to the welfare and safety of students.

See also Dismissal and Disciplinary Suspension.

TAPE RECORDING IN THE SCHOOL SETTING

THE LAW SAYS:

A teacher appears to have a right of privacy in the classroom that is protected from non-consensual taping by the Pennsylvania Wiretapping and Electronic Surveillance Act. 18 P.S. § 5703. The law requires the consent of all parties before any person can "intentionally intercept, endeavor to intercept any wire, electronic, or oral communication." 18 P.S. § 5703(1) (emphasis added). To establish liability under the Act, the claimant must arguably exhibit an "objectively reasonable expectation of privacy under the circumstances." Keppley v. Sch. Dist. of Twin Valley, 866 A.2d 1165 (Pa. Commw. Ct. 2005)(high school student seeking class certification in action against school district alleging violations of state and federal law in connection with the
district's electronic school bus surveillance equipment failed to establish a prima facie case of interception of oral communication in violation of the Pennsylvania Wire-Tapping and Electronic Surveillance Act. Unfortunately, there is no case on point holding that it is a violation of the Wiretap Law to tape a classroom without the teacher's consent.

Furthermore, federal regulations state that a recipient of federal funds may not prohibit tape recorders in the classroom if doing so would "have the effect of limiting the participation of handicapped students in the...education program or activity." 34 CFR §§ 300-300.745. Therefore, despite the state Wiretap Law, it appears that federal law could condition funding upon classroom taping, in certain circumstances, and could require taping of IEP conferences.

Note that neither the state nor federal wiretap laws appear to apply to video-only taping in classrooms. There may be federal Fourth Amendment search and seizure issues implicated with this sort of taping, but different courts have issued conflicting decisions on the subject.

**THE TEACHER SHOULD:**

PSEA Legal Department recommends that teachers, when confronted with a request or demand to allow taping of education-related proceedings, take the following precautions:

**IEP Conferences**

The teacher should request a written clarification from the district that the tape is being made solely for the use of the parents to keep a record of the discussions and decisions regarding the child's educational development. A teacher who feels uncomfortable participating should ask the administrator present to communicate to the parents the basis for the teacher's recommendations. If the parents would like, the taping could be stopped and the teacher could respond to direct questions, which responses the administrator could then later place on the record. This allows taping to provide the parents with a detailed record of the conference, while protecting the teacher's rights.

**Classroom Recordings**

If a parent or district attempts to tape a teacher's classroom presentation, the teacher should request a written clarification from the district whether the taping is for the educational benefit of a student only, or for purposes of evaluation.

If the taping is for the educational benefit of a student only, the teacher should notify the district in writing that she or he consents to taping with the understanding that the tape is solely for the use of a specified student for certain stated educational purposes, and that the tape is not to be circulated or used in any other manner, including evaluations. The notice should state that if the teacher's understanding is incorrect, or the district intends to use the tape for any reason, the district must inform the teacher immediately.

If the taping may be used for evaluations, the teacher should immediately contact the UniServ representative. If the teacher objects to the tape being used for such purpose, the teacher should announce at the beginning of the tape, and thereafter at appropriate intervals, that she or he does not consent to the use of the tape for other than the sole educational benefit of students. In such a case, consideration can be given to filing a grievance, an unfair labor charge, and/or criminal
charges (under the Wiretap Law). The teacher should contact the UniServ Representative immediately for further assistance. The teacher should be aware that refusing to teach a class because of taping could be considered to be insubordination.

**TENURE**

A professional employee is defined in the Teacher Tenure Act of the School Code to include those who are certified as teachers, supervisors, supervising principals, principals, assistant principals, vice principals, vocational education directors, dental hygienists, visiting teachers, home and school visitors, school counselors, child nutrition program specialists, school librarians, and school nurses. See 24 P.S. § 11-1101. "Teacher" is defined as one who devotes fifty percent (50%) or more of his/her time to teaching or other direct educational activities.

A temporary professional employee is employed to perform for a limited time the duties of a newly created position or of a regular professional employee whose services have been terminated by death, resignation, suspension, or removal. See 24 P.S. § 11-1101(3). To be eligible for temporary professional employee status, an individual must possess a valid teaching certificate. Collins v. Lebanon County Vocational Technical School, 660 A.2d 231 (Pa. Commw. Ct. 1995).

The key feature distinguishing a temporary employee from a professional employee is tenure. See Phillippi v. Sch. Dist. of Springfield Township, 367 A.2d 1133 (Pa. Commw. Ct. 1977). The Teacher Tenure Law states that a temporary professional employee must complete three years of satisfactory service before attaining the status of a professional employee. (Because the law was amended in 1996, those initially hired before June 30, 1996 are under the purview of the old law, which held that temporary professional employees must complete two years of satisfactory service before attaining professional employee status). A temporary professional employee will not accrue seniority under the School Code, but will receive retroactive credit for those three years when he/she becomes tenured. Once having achieved tenured status, the individual is not required to serve as a temporary professional employee if employed by any other part of the Pennsylvania Public School System. See 24 P.S. § 11-1108(b).

While PSEA would contend that all that is required to attain tenure is that which is set forth in the School Code, as discussed above, a recent decision from the Pennsylvania Public Employee Labor Relations Board held that there is nothing within the School Code that would prevent a school district from unilaterally creating a requirement that, to attain tenure, non-tenured teachers must prepare and then submit to the school board at the conclusion of their three years, a portfolio of all of the work that the non-tenured teachers had done. Bangor Area Education Association v. Bangor Area School District, (F.O. 2002).

As a tenured professional employee, an individual is entitled to the statutory protections set forth in the School Code regarding dismissal, furlough, recall, demotions, and sabbatical leaves as more fully discussed in those separate sections of this manual.

While not entitled to the same extent of protection, a temporary professional employee is entitled to certain rights; e.g., due process of law, which is also discussed in the individual sections. The rights afforded a temporary professional employee are provided by laws other than the School Code; for example, the Local Agency Law, 2 Pa.C.S. §§ 754 et seq. and the Fourteenth Amendment to the Federal Constitution. Protection for temporary professional employees is provided by laws other than the School Code; for example, the Local Agency Law, 2 Pa.C.S. §§ 754 et seq. and the Fourteenth Amendment to the Federal Constitution.
employees with regard to furlough and recall may be expanded under the collective bargaining agreement. See 24 P.S. § 11-1125.1(e) and Rosenburg v. South Allegheny Sch. Dist., 469 A.2d 315 (Pa. Commw. Ct. 1983). However, absent any specific contract language, temporary professional employees are not entitled to protection from furlough under Section 1124 of the School Code. See Coudersport Area EA, (Arb. Elliot Newman, 1993.) The parties may bargain a contract clause providing that a non-tenured teacher may not be discharged except for just cause. See Sch. Dist. of Philadelphia v. Philadelphia Federation of Teachers, 346 A.2d 35 (Pa. 1975).

TRANSFER BETWEEN ENTITIES

If a program or class is transferred from one school entity to another:

THE LAW SAYS:

Section 11-1113 of the School Code provides as follows:

When a program or class is transferred as a unit from one or more school entities to another school entity or entities, professional employees who were assigned to the class or program immediately prior to the transfer and are classified as teachers as defined in section 1141(1) and are suspended as a result of the transfer and who are properly certificated shall be offered employment in the program or class by the receiving entity or entities when services of a professional employee are needed to sustain the program or class transferred, as long as there is no suspended professional employee in the receiving entity who is properly certificated to fill the position in the transferred class or program.

Transfer between entities situations inevitably raise serious and complicated questions requiring legal assistance. PSEA has developed two position papers interpreting the Transfer Between Entities Law.

They are reprinted here.

In all cases involving transfers between entities, locals are asked to communicate with each other and to work closely with their UniServ representatives and PSEA attorneys to ensure that the proper persons are transferred with the programs and that all members are aware of their rights and options under the law.

POSITION PAPER #1

PSEA's position is that in general, where a program or class is transferred as a unit and a teacher can be matched with a class on the day before that transfer occurs, the teacher should be transferred with the class. This is required by the current law, 24 P.S. § 11-1113. Below are listed several separate paragraphs on more specific issues PSEA feels are important to its members. Please read them carefully and if you have any questions, contact your UniServ staff for more information.

What is PSEA's intent with respect to the Transfer Between Entities Law?

PSEA's intent with respect to the Transfer Between Entities Law is to protect members' rights under the law, but in the same vein, not to disenfranchise any members of their rights under that
same law. The transfer between entities situation is similar to typical furlough situations, where enforcing one member's right to a job may disadvantage another member (i.e., asserting a more senior teacher's realignment rights to the detriment of a junior teacher).

If anything, a transfer between entities scenario is even more complicated, since the competing rights of teachers to certain jobs are not as clear as they are under 1125.1 (which is strictly seniority-based).

Thus, PSEA cannot argue carte blanche that all teachers have the right in all circumstances to go with programs or classes, since that position would interfere with the rights that more senior furloughed teachers may possess under the law to move into school district positions.

The general proposition to remember when analyzing transfer of entity questions is that PSEA must balance, or weigh, the rights of all of our members in seeking or maintaining teaching positions. This does not always result in a conclusion everyone is happy with, but we would do a disservice to our members if we did not protect everyone's rights under the law as it now reads.

**Exactly what is a unit?**

The definition of "unit" as it appears in § 1133 is "a program or class whose membership falls within the minimum and maximum class size as defined in Department of Education standards." [The Department's standards are found at 22 Pa. Code § 342.43, and list the case load and class sizes for special education. For example, a Life Skills Support itinerant teacher can service no less than ten students and no more than twenty students.] This section of the Pa. Code is reserved.

In any situation involving the right of a teacher to transfer with the program, we must first consider whether the class or program being transferred meets the minimum requirements for the definition of a unit. This may become complicated. For example, assume District A decides to take back a Life Skills Support program. Two IU teachers currently service the District. Teacher Brenda is in Building One and services nine students from District A along with seven students from other districts. Teacher Ralph is in Building Two and services eleven District A students. District A takes back its program; the other districts do not.

Teacher Brenda would have no ability to transfer to District A, since what remains of her class at District A consists only of nine students and does not meet the definition of unit under § 1113 and the Department of Education's standards. The District can combine the remains of Brenda's class with Teacher Ralph's class, and Ralph would be entitled to transfer with the program.

Compare the result if Brenda and Ralph both serviced 10 District A children each and the District took back the program and combined the students. At that point, both Brenda and Ralph must be furloughed into the IU pool and offered the job based on seniority.
What is a consortium?

A consortium has no specific legal definition, but is a term of art meaning that special education services are provided to several districts though one district. In PSEA's opinion, a consortium exists where three or more districts decide to provide special education services by hiring only one teacher through one district.

Does PSEA support consortia?

This is not a question which can be answered with a simple yes or no. PSEA is ready to challenge any consortia which deliberately hires a teacher through the district with the lowest paying salary and least benefits. In such a case, the consortium is clearly not established for any educational reasons, but is simply a facade to deprive the teacher of earnings and undermine the collective bargaining process which has occurred in the IU. This becomes more problematic when the teacher is not harmed (i.e., he or she is hired by the highest paying district). It is difficult to argue that PSEA would have standing on behalf of its member in such a case to challenge the existence of the consortium.

Finally, whenever a consortium is challenged, the result may be that the program will remain in the IU, or that the arrangement set up by the districts will be modified to that of a "Joint School" (which is proper under Sections 17-1701 et seq. of the School Code). Under these provisions, a joint school becomes a separate entity with its own operating board; in essence, a new employer. This may mean, in many instances, that the bargaining unit may consist of only three or four persons. The question we must ask ourselves is whether the interests of our members are best served by creating a small and somewhat isolated bargaining unit.

Wherever a consortium exists, we will review the facts of the situation very carefully to determine what approach should be taken by PSEA to protect the rights of members.

Finally, it should be pointed out that Section 1313 of the School Code does allow a district to permit any non-resident pupils to attend its school "upon such terms as it may determine, subject to the provisions of this act [the School Code]." PSEA's interpretation of this provision is that one district may allow children from a second district to attend its schools upon payment of tuition, and that this in and of itself would not create an actionable consortium.

What is PSEA's position on subcontracting?

Simply put, subcontracting with private commercial businesses for public school services is violative of the School Code and is not acceptable under any circumstances.

Can a district hire a psychologist, therapist, etc., and then sublet their services to another district?

A district can hire a psychologist or therapist and allow those professional employees to service students from one other district as long as the district makes payment on a tuition basis. The alternative to this would be to have the professional employee hired part-time by both districts, which is probably not in the professional employee's best interests. If three or more districts are sharing a professional employee, we would review this situation based on the above analysis regarding consortium.
Can take backs include downsizing?

Unfortunately, most take backs do include downsizing, which is the root of much confusion. If downsizing does occur, the resultant class size and case loads must be consistent with the Department of Education's standards, which are attached.

If there is no downsizing, (i.e., the district needs the same number of teachers as before the take over) PSEA's position is that the entire program has been transferred intact and that all IU teachers assigned to the program have rights to transfer to the district, even if the district decides to redistribute the students among different classes.

Do IU teachers who transfer to the District retain recall rights with the IU?

PSEA has taken the position that employees who are transferred to school districts under the Transfer Between Entities Law retain their recall rights to the IU, but with a limitation. Pursuant to Section 1125.1 of the School Code, the employee must annually report to the governing board of the IU, his or her current address and his or her intent to accept the same or similar position when offered. We have also taken the position that under this section, the employee can only refuse an offer of a permanent position once before recall rights are extinguished. An employee may refuse a recall to a temporary position and still retain recall rights, see Bristol Township Sch. Dist. v. Karafin, 84 Pa. Commw. 52, 478 A.2d 539 (1984).

POSITION PAPER #2

Description of PSEA's legal position on the special problems of itinerant teachers involved in transfer between entities

There are special and complicated problems that are being faced by our special education itinerant teachers who are being affected by transfers of programs from intermediate units to school districts. Definitions in the law do not appear to have contemplated these special problems. Nevertheless, we must work within the framework that is established by the Transfer Between Entities Law and the definitions contained in the law. The law requires that there be a transfer of program or class as a "unit." The word "unit" is further defined to refer back to the class size requirements of the Department of Education.

Where we can identify which program or class has been transferred as a unit and can match the teacher to that program or class, we should support the transfer of that teacher to the school district in accordance with the law. We should make a good faith effort to identify itinerants with classes or programs that have been transferred as a unit in the same way we make efforts to identify classroom teachers whose classes or programs have been transferred as a unit. However, we must recognize the reality that it is often more difficult to match itinerants with classes or programs than it is to match classroom teachers. This is simply the reality with which we must deal. Mere reshuffling of caseloads should not prevent us from matching teachers to programs. Thus, the mere fact that itinerants in speech therapy, for example, are moved to different buildings does not change the fact that they were assigned to the same program both before and after the transfer.
Nevertheless, changes of building assignments and caseloads, when combined with
downsizing and other structural or programmatic changes, may make it impossible to match
teachers to programs, because the previous programs are no longer recognizable. To reiterate,
where we can match the teacher to the program that has been transferred as a unit, we should do
so, but only where we can confidently identify the programs prior to and after transfer as the
same.

Where we cannot successfully match a teacher with a class or program that has been
transferred as a unit, because of consolidation, downsizing or whatever, the teacher must
exercise the other options available under the law — namely realignment within the
intermediate unit or placement within the employment pool. If in the pool, the teacher must then
be hired by school districts engaged in transfers of programs on the basis of seniority.

The issue becomes more troublesome when an I.U. teacher teaches half-time in one district and
half-time in another. If one district decides to take back a program, it would be PSEA's position
that the I.U. teacher could not transfer half-time to the district (thus becoming a halftime I.U.
employee and half-time district employee). While this may seem a harsh result, it does not
appear that an argument could be made for the position since the teacher's workload in toto has
not transferred. Moreover, it probably is not in the teacher's best interests in the
long run to be employed half-time by two different entities. The teacher could exercise the other
options available under § 1133, such as realigning in the I.U., or accepting placement in the
furlough pool.

While these guidelines do not provide a clear and predictable answer for every situation, and in
fact require careful review of the special facts and circumstances regarding each transfer of
classes or programs, they do provide the greatest protection for our members and the
Association. Unless and until the law is amended, we must carefully approach each transfer
situation based on all the facts and circumstances involved and do the best we can within the
parameters of the law. Within these guidelines there is obviously a degree of judgment and
flexibility. Sometimes it may be possible to work out an arrangement that is agreeable to all
affected parties and PSEA's General Counsel has no objection to such arrangements being
worked out with the caution that it is impossible to predict who all the affected parties are until
all transfers for the school year in question are announced. But we must keep in mind that the
law, with the existing language and definitions, creates potential claims by members of the
intermediate unit bargaining unit, who may be working in other districts, but have greater
seniority. It is not prudent to ignore these potential claims by isolating transfers in a particular
district into discreet groups, no matter how tempting that might be.

Rights under the Transfer between Entities law may be enforced either in arbitration of in
litigation initiated in a county court. Several decisions have affirmed that receiving school
districts should ensure that teachers who have been transferred receive credit in terms of
seniority and salary for all their years of service credited in the sending school or entity. Corbett
v. Scranton Sch. Dist., 731 A.2d 1287 (Pa. 1999) (holding that transferring teachers were not
"newly appointed teachers" under the collective bargaining agreement and were entitled to full
credit for their years with an Intermediate Unit); Allegheny Intermediate Unit No. 3 Educ. Ass'n
(Pa.Commw. Ct. 1993), app. denied 646 A.2d 1181 (Pa. 1994)(holding that any IU teachers in the furlough pool who were properly certified had to be offered any vacancy occurring in the receiving school district even if the vacancy was not related to the transfer of programs).

**THE TEACHER SHOULD:**

1. Contact your local association and your PSEA staff person when you are notified of a transfer between entities.

2. Refrain from agreeing to resign before the program is transferred.

3. Thoroughly review your seniority status and be prepared to provide that information to your advocate.

**THE ASSOCIATION SHOULD:**

1. Contact your PSEA staff person at the first indication of an impending transfer.

In order to be eligible for unemployment compensation benefits, a claimant:

1. Must be unemployed through no fault of his/her own.
2. Meet the financial eligibility requirements.
3. Register for work with the Office of Employment Security (OES).
4. Be able and available for work.
5. File a valid application for benefits.

The claimant should file the application for benefits after a one week waiting period from the time claimant becomes unemployed. A claimant need not be laid off completely to be considered unemployed. If a claimant is reduced from full-time to part-time, he/she may still be eligible for benefits.

The financial eligibility determination is made by the OES and involves complicated calculations, in essence requiring that the claimant has earned a certain amount of wages over a certain period of time. If the OES determines that the claimant is not financially eligible for benefits or does not meet any of the other eligibility requirements, the claimant may appeal this decision to a referee appointed by the OES.

If the claimant meets all the eligibility requirements, then he/she will receive a weekly benefit rate calculated by the OES based upon his/her past earnings. Based upon the amount of time the claimant was employed previous to becoming unemployed, he/she will receive benefits for a period of approximately 26 weeks. Thereafter the claimant may be eligible for "extended" benefits if the claimant engages in an active search for work in addition to being registered for work. Usually, this requires that the claimant produce tangible evidence of having contacted one to three potential employers a week.
In addition to the basic eligibility requirements, public school employees have been faced with the following unique issues concerning unemployment compensation:

A. Unemployment compensation during work stoppages. The courts have held that a school district must maintain contract benefits (after contract expiration) upon an offer by the Association to continue working under the terms and conditions of the expired contract for a reasonable period (an offer to return on a day-to-day basis is for a reasonable period). *Abington Sch. Dist. v. UCBR*, 533 A.2d 1100 (Pa. Commw. Ct. 1987). The employer's refusal to do so creates a lockout; as a result, the employees are entitled to unemployment compensation benefits. See 43 P.S. § 802(d).

The Pennsylvania Supreme Court has held that a school district, within a few days after the work stoppage begins, can convert a lockout into a strike by offering to reinstitute contract benefits while the employees are on strike. *High v. UCBR*, 479 A.2d 967 (Pa. 1984). In addition, any additional terms and conditions not found in the expired contract may become part of the "status quo" as a result of the day-to-day return to work. *Ferry v. UCBR*, 577 A.2d 235 (Pa. Commw. Ct. 1990), aff'd 604 A.2d 1025 (Pa. 1992).

In a key decision dealing with the PSEA/ESPA connection with respect to a work stoppage by the former and unemployment compensation benefit eligibility for the latter, an OES referee held that for purposes of Section 402(d), the relationship between PSEA and ESPA was tangential only; the mere fact that the district would meet its contractual obligations with ESPA at another time does not alter the current employment. *Bowers*, #87-1-J-525 (OES 10/20/87).

B. Unemployment Compensation over summer months following a furlough at end of school year. The courts have uniformly held that where a teacher receives or is entitled to receive salary and/or fringe benefits over the summer, the teacher is not "unemployed" within the meaning of the Unemployment Compensation Law and, therefore, is not entitled to collect unemployment compensation during any week he/she receives or is entitled to salary and/or fringe benefits. See *Partridge v. UCBR*, 430 A.2d 735 (Pa. Commw. Ct. 1981); *Hyduchak v. UCBR*, 387 A.2d 669 (Pa. Commw. Ct. 1978); and *Holets v.UCBR*, 394 A.2d 1299 (Pa. Commw. Ct. 1978).

Where the collective bargaining agreement provides that wages are to be paid over a twelve month period, a claimant who is furloughed at the end of the school year and elects a lump sum payment of wage at that time is not entitled to unemployment compensation benefits over the summer. See *Kandala v UCBR*, 489 A.2d 293 (Pa. Commw. Ct. 1985).

However, the courts have held that when an employee has already been determined to be unemployed and has been receiving benefits prior to a vacation and will again receive benefits at the end of the recess, the Board may not suspend the payment of benefits during the period of the break. See *Snow v. UCBR*, 505 A.2d 383 (Pa. Commw. Ct. 1986) (summer recess); *Weirich v. UCBR*, 496 A.2d 97 (Pa. Commw. Ct. 1985) (summer recess); *Haynes v. UCBR*, 442 A.2d 1232 (Pa. Commw. Ct. 1982) (Thanksgiving holiday); *Hopewell Area Sch. Dist. v. UCBR*, 528 A.2d 1082 (Pa. Commw. Ct. 1987) (Christmas recess).

D. Placement on a per diem substitute list. The courts have held that placement on the sub list will disqualify the teachers for unemployment compensation benefits over the summer on the theory that he or she has "reasonable assurance of employment" in the next school year. See *Richland v. UCBR*, 459 A.2d 1358 (Pa. Commw. Ct. 1982), *Perry v. UCBR*, 475 A.2d 950 (Pa. Commw. Ct. 1984).

This reasoning is derived from 43 P.S. § 802.1(2) of the Unemployment Compensation Law which provides that benefits cannot be paid during a period between two successive school years if the individual has worked the first year and has a reasonable assurance of working in the second year. The Unemployment Compensation Board of Review has held that where a teacher refuses placement on a substitute list over the summer for work to begin in September, the teacher does not have reasonable assurance and is therefore entitled to benefits over the summer.

This leads to the next issue, namely, whether an employee who removes his or her name from the per diem sub list can qualify for summer benefits on the ground that he or she does not have a reasonable assurance of employment. The court also dealt with this issue in *Abel v. UCBR*, 517 A.2d 594 (Pa. Commw. Ct. 1986), app. den. 535 A.2d 84 (Pa. 1987). In *Abel*, the court held that reasonable assurance requires a "mutual commitment," which was obviously missing here because the employee refused the per diem work. The court held that the employee would then be eligible for benefits if she took her name off the list for "necessitous and compelling" reasons. The court found such reasons here present -- a family bread winner whose income will drop substantially and whose employment is uncertain needs to secure other employment. Substantial loss of salary and benefits can also qualify. See *Ship Inn, Inc. v. UCBR*, 412 A.2d 913 (Pa. Commw. Ct. 1980).

**YOUR MEMBERS SHOULD KNOW THAT:**

1. If benefits over the summer months are of primary importance, the member (who is otherwise eligible) should not agree to be placed on the per diem sub list. Being on that list is, in and of itself, a disqualification.

2. Taking one's name off such a list is no guarantee. The reasons for doing so must be based on "necessitous and compelling circumstances."

3. In advising a member: (a) review other possible disqualifications (e.g., fringes or salary over the summer); (b) explain realities (if not a furloughed teacher, he or she may never get called for work if turns down sub work); (c) check reasons for not wanting sub work to ascertain whether they meet the *Abel* analysis.
WAIVERS

The Education Empowerment Act allows any school district in the Commonwealth—regardless of whether the district is empowered or not—to seek a waiver from the Secretary of Education from

2. Regulations of the State Board of Education.
3. Standards of the Secretary of Education.

24 P.S. § 17-1714-B.

To successfully obtain a waiver, a district must show that the waiver will (1) improve its operational program or (2) operate in a more effective, efficient, or economical manner.

The process for obtaining a waiver is simple. School boards must adopt a resolution to apply for a waiver at a regularly scheduled meeting of the board. School boards must then submit a waiver application to the Secretary.

The Secretary has 60 days to decide whether to approve, disapprove, or request modifications to a waiver application. Any waiver application that is not acted upon in any fashion within 60 days is deemed approved.

Three years after implementation of a waiver, the school board must submit an evaluation to the Secretary. If the evaluation indicates an improvement in student performance, instructional program, or school operations, the Secretary will renew the waiver, which will then remain in effect unless rescinded by the school board.

The waiver law does make clear that some School Code provisions, regulations, and standards may not be waived under any condition. Fortunately, most of the provisions of the School Code that directly affect employees are protected at this time. For example, provisions of the School Code that cannot be waived include the provisions regarding school finance, the tenure provisions (e.g. including the tenure rights pertaining to dismissal, suspension, demotion, seniority, transfer of entities, minimum salaries, sabbatical, and other leaves of absence), Act 88 and its collective bargaining obligations, the certification provisions, the safe school provisions, and the school health services provisions.

LOCAL ASSOCIATIONS SHOULD:

1. Establish a local association waiver tracking procedure, whereby representatives of the local association attend every school board meeting and monitor any district waiver efforts.

2. Collect any and all board meeting minutes pertaining to discussions on waivers.

3. Where a district approves a resolution seeking a waiver, obtain a copy of the board resolution and forward it to the local’s UniServ Representative.
WORKER'S COMPENSATION

THE LAW SAYS:

Worker's compensation is a statutory benefit available to school district employees who suffer an injury or accident arising in the course of employment and related to the employment. See Worker's Compensation Act, 77 P.S. § 411(1). The Act specifically excludes compensation for intentional self-infliction of injury or death, or where the injury or death is caused by the employee's violation of the law. See 77 P.S. § 431. The injured person does not have to prove negligence on the part of the district or other district employees in order to collect benefits; however, worker's compensation is an exclusive remedy and the employer cannot be sued in tort based on negligence for any employment-related injury.

A brief synopsis of the eligibility requirements for worker's compensation is set forth below:

1. **Employee** — includes regular, part-time, and long-term and per diem substitute teachers. Casual workers (i.e., per diem subs) are excluded from coverage only if their work is not within the regular course of the employee's business. 77 P.S. § 22.


3. **Arising in the course of employment** — requires that (1) the employee is engaged in furtherance of the employer's business, or (2) the employee is on the premises the employer controls or occupies, and his/her presence there is required by the nature of his/her employment. 77 P.S. § 411; *WCAB v. U.S. Steel Corp.*, 376 A.2d 271 (Pa. Commw. Ct. 1977).

4. **Related to employment** — requires a medical connection between the injury and the employment (i.e., employment-related stress caused heart attack). If there is no medical connection, the employee must show that but for his employment, he would not have been injured. *WCAB v. Borough of Plum*, 340 A.2d 637 (Pa. Commw. Ct. 1975).

The Worker's Compensation Act sets forth certain notice requirements which must be met before compensation is payable. No compensation is paid for the first seven days of injury, but if the disability lasts 14 days, the claimant can recover back payment. See 77 P.S. § 514.

A claimant is totally disabled if he/she is unable to perform the job he/she was performing at the time of injury and the employer has not shown there is other reasonable work available which the claimant is capable of performing. *Cannon Boiler Works Inc. v. WCAB*, 428 A.2d 293 (Pa. Commw. Ct. 1981); see also *4156 Bar Corp. v. WCAB*, 438 A.2d 657 (Pa. Commw. Ct. 1981) (test to be applied is whether the claimant's work-related injury deprives him of his earning...
power). In that case, the claimant is entitled to a percentage of his/her wages at the time of injury, up to a statutory maximum. See 77 P.S. § 511. The compensation continues until the employee recovers or the employer provides other reasonable work.

Compensation is also payable for amputation or loss of use of bodily parts and functions, according to the prescribed statutory schedule. See 77 P.S. § 513.

Benefits for partial disability are payable only if the disability results in a loss of earning power. Compensation is then measured by the amount of earnings lost. See 77 P.S. § 512.


Note that those receiving workers compensation benefits cannot accrue retirement credit for the time on workers compensation unless the individuals have qualified under the retirement system’s Special Sick Leave Policy, which authorizes up to one year of retirement credit for those who are receiving at least half pay from the employer and the employer and member are making contributions based upon the members’ full salary. Trakes v. PSERS, 768 A.2d 357 (Pa. Commw. Ct. 2001).

It is imperative that an injured PSEA member or ESPA member contact the appropriate staff member before filing any claims or making any statements to the employer or to an insurer regarding the injury.

**YOUR MEMBERS SHOULD KNOW THAT:**

If a member incurs an injury arising in the course of employment, disability and medical benefits may accrue to him/her. The injured teacher should:

1. Check your collective bargaining agreement.

2. Notify your immediate supervisor and obtain report form from district's business office.

3. Complete an employer's report of occupational injury or disease.

4. Be sure the report is sent to the appropriate Worker's Compensation Insurance Company and appropriate recipients.
5. Know that the insurance company has a maximum of twenty-one days from the receipt of the form to respond to the claim.

6. Not sign any blank papers.

7. Not sign any papers or statements unless you thoroughly understand them.

8. Not sign written statements about your injury or occupational illness unless you have a witness or Association representative or attorney present and you fully agree with the written statement. Demand an exact copy for yourself at all times.

9. Not sign an application for benefits under the terms of any group insurance policy without Association or legal advice if said application involves the same injury or disease for which you are claiming Worker's Compensation.

10. Not sign a final settlement receipt, when you return to work, if you are not fully recovered from your injury and unless you are receiving the same or higher wages.

Additional information can be secured:
Bureau of Worker's Compensation
3607 Derry Street
Harrisburg, PA 17111
Phone Toll-Free 800-482-2382
PSEA Policy

PSEA POLICY

Vision Statement

Be an essential partner in the success of students, members and public education in Pennsylvania.

Mission Statement

To advance quality public education for all students while fostering the dignity and worth of members through collective action.

Core Values

• Member-driven organization
• Equity for all students
• Quality teaching and learning
• Credible data, actions and words
• Collective action for member welfare

Strategic Goals

Quality Education and Professional Advocacy:

Every public school and classroom will be an effective learning environment. PSEA members will be recognized as providers of quality educational services and as advocates for their profession by promoting high standards for licensure and professional development.

Compensation and Working Conditions:

PSEA members will be justly compensated in a safe, secure and supportive work environment.

PSEA as an Organization

PSEA will derive its strength from being responsive to the evolving needs of its growing membership.

1. EXECUTIVE OFFICERS

PSEA CONSTITUTION ARTICLE IV — Executive Officers

1. The executive officers of the Association shall be the president, vice president, and treasurer who, together with the region and PSEA-Retired (PSEA-R) representatives on the Board of Directors and the Association representatives on the National Education Association board of directors shall comprise the voting members of the Board of Directors. The region representatives shall be designated as officers of the Association.
PSEA Policy

Executive Officers

General

The Executive Officers shall:

Review all committee reports before presentation to the House of Delegates.

Meet regularly with the Executive Director to confer on Association policies and procedures.

Provide the Board of Directors with a monthly activities schedule.

Not advise the violation of a lawful injunction or, themselves, by any action or advice, be in disobedience of a lawful injunction. Any deviation from this policy will be the individual responsibility of the executive officers and/or staff members involved.

Work actively to oppose any merger requiring affiliation with AFL-CIO. (House of Delegates May 1973)

Succession

PSEA CONSTITUTION ARTICLE IV - EXECUTIVE OFFICERS

4. A vacancy in the office of president shall be filled by the vice president.

5. If, during the first year of a term, a vacancy occurs in the office of vice president, in the office of treasurer, or in the office of Association representative to the National Education Association board of directors, such vacancy shall be filled by the Board of Directors who shall elect a successor to serve until the next annual meeting of the House of Delegates, which shall elect a successor for the remainder of the term. If such vacancy occurs after the first year of a term, the Board of Directors shall elect a successor for the remainder of the term.

Minutes and Reports

The Executive Officers shall receive:

An agenda prepared by the chairperson and the staff consultant for each committee meeting prior to the meeting.

From staff consultants to committees a summary of the committee meeting which shall include an identification of potential follow-up actions within one week of adjournment and shall transmit copies of this report to the Board of Directors and to all committee chairpersons.
PSEA Policy

President

PSEA BYLAWS ARTICLE V — EXECUTIVE OFFICERS

A. The president shall have the following powers and duties:

1. To represent the Association as spokesperson on policy matters;

2. To serve as chairperson of the Board of Directors;

3. To serve as an ex-officio member without vote on all committees which are approved by the governing bodies of the Association;

4. To report at each meeting of the House of Delegates as to the disposition of resolutions and new business items adopted at the preceding meeting of the House of Delegates;

5. To serve as the chairperson of the House of Delegates;

6. To serve as alternate for Association representatives on the National Education Association board of directors, consistent with Association policy.

7. To sign jointly with the executive director for disbursements from the general fund;

8. To nominate the members of all Association appointive committees and commissions;

9. To perform such other functions as may be approved by the Board of Directors or which are customarily assumed by the chief executive officer of an association, including the right to delegate certain duties to the officers and to the executive director.

General

The President shall:

Be the chief executive officer of the Association.

Prepare the agenda for the governing bodies of the Association and the program for the annual meetings.

Review Association policies and recommend priorities to be considered by the Board of Directors.

Recommend along with the executive director and treasurer an independent auditing agency to conduct an annual audit of all Association funds.
PSEA Policy

Assume temporarily the duties of the executive director in case of the resignation, death, removal or inability to serve, pending action of the Board of Directors.

Select a qualified candidate to recommend to the Governor after consultation with the established PSPC screening committee in the case of a vacancy which occurs other than the expiration of a regular term on the Pennsylvania Professional Standards and Practices Commission,

Present annual awards/recognition presented by and/or in behalf of PSEA as approved by the Board of Directors.

Initiate, through the Constitution, Bylaws and Rules Committee, the annual review of Association membership.

Notify local affiliates and other qualified organizations to the number of delegates to which they are entitled to the House of Delegates.

Present a candidate for each open seat to the PSEA Board of Directors for recommendation to the PSEA House of Delegates pursuant to the PSEA Endorsement Policy-PSERS-Board of Trustee Elections (General Policies).

Positions and Public Relations

The President shall:

Be the spokesperson for the Association in external and internal publications unless this responsibility is assigned to a designee.

Coordinate, in consultation and cooperation with the executive director, PSEA positions requiring long-term relationships.

See that all statements concerning PSEA positions being promoted by means of press releases, testimony, television appearances, radio releases, or conferences be coordinated through the executive director for approval by the president prior to final release.

Share, in cooperation with the executive director, all media statements with the Board of Directors and administrative cabinet.

See that all statements concerning local associations shall be approved by local association leadership before publication.

Committees and Task Forces

The President shall:

Appoint ad hoc committees or task forces authorized by the Board of Directors or House of Delegates.
Conduct an annual orientation program for all chairpersons of elected and/or appointed state-level committees.

Request names of persons to fill vacancies on committees from the presidents of regions, department presidents, PSEA-R, Student PSEA, and the Minority Affairs Committee, who are assuming office the next fiscal year. These names shall be submitted to the PSEA Board of Directors.

Recommend removal of members of state committees of PSEA when their absences from 50 percent of the committee meetings in one year are unaccounted for.

Recommend to the board that the committee members be removed on recommendation of region presidents consistent with region governance documents.

Receive from the region presidents results of all region elections to PSEA elective committees, directing this information to the appropriate committee chairperson and staff consultant.

**Board of Directors**

The President shall:

Appoint board members to serve on committees and subcommittees of the Board of Directors.

Appoint board liaisons to committees, who shall attend regular meetings to present and discuss items of concern. Board liaisons to committees shall be funded from the board account.

Choose the location of meetings of the Board of Directors (House of Delegates – May 1976)

**House of Delegates**

The President shall:

Direct the credentials committee to refuse to seat any delegate of any local association or part thereof whose dues are in arrears for the previous year(s) if payment has not been received by the date outlined in their dues transmittal agreement. Local associations will be notified each year.

**Vice President**

**PSEA BYLAWS ARTICLE V — EXECUTIVE OFFICERS**

B. The vice president shall have the following powers and duties:

1. To perform the duties of the president in the absence of the president.
2. To perform such duties as are delegated by the president.

The Vice President shall:

Assist the president at the direction of the president and Board of Directors.

**Treasurer**

**PSEA BYLAWS ARTICLE V — EXECUTIVE OFFICERS**

C. The treasurer shall have the following powers and duties:

1. To serve in the preparation of the Association's annual budget.

2. To receive all monies of the Association and to pay out the same upon order of the Board of Directors.

3. To furnish a surety bond, as fixed by the Board of Directors.

4. To report to the Board of Directors at its monthly meetings all Association receipts and disbursements.

5. To have the Association's annual report published in the official Association VOICE and in the program of the meeting of the House of Delegates following the close of the fiscal year.

6. To perform such other duties as may be assigned by the Board of Directors.

The Treasurer shall:

Recommend, with the president and executive director, an independent auditing agency to conduct an annual audit of all Association funds.

Provide a cost estimate of each new business item as it is presented on the floor. (House of Delegates May 1978)

**Board of Directors**

**PSEA CONSTITUTION ARTICLE V — BOARD OF DIRECTORS**

1. The Board of Directors shall be comprised of the executive officers, the officers, the Association representatives on the National Education Association board of directors, the president of the departments, the chairperson of the Council on Instruction and Professional Development (IPD), a member of PSEA Retired, the president of Student PSEA, and an ethnic minority representative.

2. Each region shall be entitled to one representative on the Board of Directors for every 4,500 active members or major portion thereof within the region; provided,
however, that each region shall have at least two representatives. The Board of Directors shall design a system of weighted voting which complies with the one-person, one-vote principle.

3. Where the annual computation to determine the composition of the Board of Directors results in the loss of one or more voting seats, those seats shall remain filled until the completion of the term of office of the person or persons filling them.

4. Each region representative on the Board of Directors shall be elected at an annual region house of delegates through open nomination, by majority vote, and by secret ballot. The region representatives shall, by virtue of their election to the Board of Directors, be entitled to delegate status at the Association House of Delegates so long as the ballot designates such delegate entitlement.

5. Region representatives who are elected as local delegates or by direct vote of the region membership are entitled to full delegate status at the Association House of Delegates; otherwise, they may vote at the House, but not with respect to dues or the election on the Association executive officers or the National Education Association board of directors.

6. The Association representatives and alternates on the National Education Association board of directors shall be elected at the annual House of Delegates through open nominations, by secret ballot, and by majority vote. Where there is only one nominee for a particular position as an Association representative on the National Education Association board of directors, the chair shall declare such nominee elected. As with the region representatives, they shall, by virtue of their election, be entitled to delegate status at the Association House of Delegates so long as the ballot designates such delegate entitlement.

7. The Student PSEA representative on the Board of Directors shall be elected at the annual Student PSEA delegate assembly in accordance with the constitution and bylaws of Student PSEA. The PSEA R representative on the Board of Directors shall be elected for a two (2) year term, effective the September 1, following the election, through a balloting procedure approved by the Board of Directors.

8. The representatives on the Board of Directors from the departments and IPD Council shall be elected in accordance with the constitution and bylaws of the bodies which they represent.

9. A vacancy in a region representative position shall be filled in accordance with the region constitution and bylaws. A vacancy in a department, IPD Council, or Student PSEA position on the Board of Directors shall be filled in accordance with the department, council, and Student PSEA constitutions and bylaws, respectively. A vacancy in a PSEA R position shall be filled by the Board of Directors for the remainder of the unexpired term.

10. The Board of Directors shall act for the Association between meetings of the House of Delegates.
PSEA CONSTITUTION ARTICLE VIII — PROPORTIONAL REPRESENTATION

1. Ethnic minority members shall be represented on the Board of Directors and at the House of Delegates in proportion to the membership in the Association. In addition, the Board of Directors shall take all reasonable steps to assure ethnic minority representation in the Association non-governance structure which is proportional to their membership in the Association.

2. Administrator and supervisor members shall be represented on the Board of Directors in proportion to their membership in the Association.

3. Ethnic minority members and administrator members on the Board of Directors shall be elected at the annual meeting through open nomination, by secret ballot, and by majority vote.

Election of Ethnic Minority Representation

Election for a Ethnic Minority Representative (non-voting) will be held during even numbered years as follows:

1. Advertisement and coupon in two issues of Voice for nomination. (December and January)

2. Nomination packet including guidelines returned to nominees by February 15.

3. Nomination form and a 50 word biography returned to PSEA by March 15.

4. Nominated Candidates shall be provided a set of mailing labels to ethnic minority members of the Association by April 15. Additional sets may be purchased at cost.

5. Candidates shall comply with the Financial Provisions of Section 4 (Election of Executive Officers, NEA Directors and Alternates, PSEA Pension Plan Directors, and Article VIII Members and Board of Directors) of the PSEA Policy Manual.

6. Ballots prepared- position on ballot chosen by lottery- and mailed to all minority members by April 15.

7. Ballots returned to PSEA postmarked not later than by April 30.

   a. Ballots received each day will be date-stamped in the PSEA mailroom and deposited daily in a locked ballot box.
b. The ballot box will be sealed at the close of the tenth business day subsequent to April 30. All ballots received after the close of the tenth business day or postmarked after April 30 will be discarded and not used in the ballot count.

c. The sealing of the ballot box shall be witnessed by three PSEA staff members who will record the time and date on a seal to be affixed to the ballot box.

d. The ballot count shall take place within 20 days of the sealing of the ballot box.

e. Candidates will be notified of the date of the ballot count via certified mail and will have the opportunity to be present for the ballot count or to have a designee present for the ballot count.

f. The opening of the ballot box, the opening of the sealed ballots, and the tabulation of the ballots will be conducted by the chairperson of the PSEA Credentials and Elections Committee.

9. All candidates will be notified of the official results of the election via certified mail.

10. The minority representative will officially assume office in September of the even numbered years.

PSEA BYLAWS ARTICLE IV — BOARD OF DIRECTORS

A. The Board of Directors shall have the following powers and duties:

1. To carry out the mandates of the House of Delegates, to establish Association policies which are not inconsistent with these mandates and to perform such other duties as may be required by the constitution and bylaws.

2. To censure, suspend, or expel a member of the Association for reasons which are described in the constitution and bylaws and in a manner which guarantees the due process rights of the member.

3. To establish appointive commissions and committees, to fill vacancies thereon, and to define their functions, duties, and powers.

4. To censure, suspend, or expel members for conduct which is inconsistent with the Association's stated purpose of objectives. No member, however, shall be so disciplined without due process. The Board of Directors also shall have the authority and the power to reinstate members.
The Professional Rights and Responsibilities Commission shall have the power to investigate cases of alleged violations of the PSEA Code of Ethics of the Education Profession. After investigation, due notice, and hearing, the professional rights and responsibilities commission shall have the power to recommend to the Board of Directors censure, suspension, or expulsion of any member for violation of the code.

The Education Support Professional Review Committee shall have the power to investigate cases of alleged violations of educational support personnel member responsibility. After investigation, due notice, and hearing, the Education Support Professional Review Committee shall have the power to recommend to the Board of Directors censure, suspension, or expulsion of any member for such violation.

The Professional Rights and Responsibilities Commission or the Education Support Professional Review Committee, where appropriate, after investigation, due notice, and hearing, shall have the responsibility to recommend to the Board of Directors the application of a sanction to any member, individual, or agency.

The Board of Directors shall have the power to review and to accept, reject, or modify after hearing, if requested, the recommendation of the Professional Rights and Responsibilities Commission and the Education Support Professional Review Committee.

Any member subject to censure, suspension, or expulsion shall have a right to appear in his or her own behalf before the Board of Directors. The Board of Directors shall have the power to reinstate any suspended or expelled member.

5. To call special meetings of the House of Delegates by a three-fourths vote of its voting members.

6. To represent the Association in negotiations with bargaining unit members.

7. To employ and fix the employment terms and conditions of bargaining unit members.

8. To employ, terminate, and fix the employment terms and conditions of an executive director and other management employees, with each employment contract not to exceed four years.

9. To appoint a qualified accountant to audit the books and funds of the Association.

10. To budget and allocate Association funds, to approve the expenditure of Association funds for purposes not expressly budgeted, and to fix the amount of a surety bond.
11. To approve the establishment of new local associations and regions.

12. To set the time and place of the annual meeting.

13. To prepare and recommend to the House of Delegates for its adoption, the order of business and the standing rules of each meeting of the House of Delegates.

14. To delegate such duties as it deems appropriate, and to perform such duties and exercise such powers which are expressly or by implication provided for in the constitution and bylaws.

B. A majority of the officers shall constitute a quorum of the Board of Directors.

C. Members of the Association's Board of Directors shall not be personally liable for monetary damages for any action taken or for any failure to take any action, except as provided for by the Director's Liability Act of 1986.

Duties

The Board of Directors shall:

Approve constitutions of regions, departments, and Student PSEA.

Develop policies and recommendations concerning the responsibilities of committees.

Adopt an annual calendar prior to the start of a new membership fiscal year.

Approve the endorsement of statewide Special Services programs.

Approve changes in the guidelines of the Special Services Board.

Prepare and recommend to the House of Delegates for its adoption the Order of Business and Rules of Procedure of all meetings of the House of Delegates.

Consider creating, combining, or transferring sections within departments upon petition of fifty (50) members.

No member of the PSEA Board of Directors may become an applicant for a PSEA staff position during the tenure of the term of office to which elected. (House of Delegates Dec. 1971)

Review all "position papers" recommended by committees prior to any distribution. No "working papers," "position papers," or guidelines shall be released outside of the involved committee, unless approved by the Board. The chairperson shall be in attendance at the Board meeting when the "working papers" are to be considered.
Censure, suspend, or expel members who engage in conduct which is inconsistent with the legitimate organizational interests of local associations in their strikes against employers in accordance with the Rules of Procedure for Hearings and Due Process.

Remove members of state committees of PSEA when their absences from 50 percent of the committee meetings in one year are unaccounted for.

Act on the recommendation of the president for the removal of committee members after the recommendation of the region president consistent with region governance documents.

1. The PSEA Constitution, Bylaws, and Rules Committee shall conduct an annual review of the membership of the Association.

2. The basis for the annual review shall be the membership report as of August 31 of the membership year preceding the review.

3. The report of the annual review shall be presented to the Board of Directors at the December meeting. The loss of a board seat is governed by the PSEA Constitution and Bylaws. New Board seats shall be added in September following the report of the annual review.

The weighted vote for each region will be determined based on the membership on August 31 of the preceding year and shall be effective on September 1.

The Board of Directors shall not endorse any candidates for executive officer, NEA director, or pension plan director.

**Board Members**

Board Members shall:

Present policy proposals initiated by their constituency to the PSEA president and Board of Directors. They shall report to their constituency policies and actions of the Board of Directors.

Not serve on a state elected or standing committee while serving as a member of the PSEA Board of Directors, except for the chairperson of the IPD Council and the Special Education Board.

Receive any documents such as negotiations agreements, grievance procedures, or other items that have long-range effect at least one week in advance of the meeting when such policies will be discussed and/or adopted.

Receive all contracts for affiliation at least thirty (30) days prior to Board action.

Receive the unofficial minutes of the House of Delegates sixty (60) days prior to the next House of Delegates.
Prior to being seated on the Board of Directors, oncoming members shall be invited by
the president to attend two (2) in-state Board meetings at state expense, in addition to the
Board workshop.

Board members who retire and/or resign from teaching shall not continue to serve beyond
the end of the PSEA fiscal year in which the retirement/resignation occurs.

**Meetings of the Board of Directors**

Association meetings shall be open to all members of PSEA. Observers attending
meetings in other than an official capacity shall complete the guest registration form
provided.

A printed schedule of Board of Directors meetings will be available to all members.

A complete agenda for each Board of Directors meeting shall be mailed seven days in
advance of meetings to the members on the mailing list for the minutes. (House of
Delegates Dec. 1975)

Only alternates approved by the region pursuant to region governing documents may
serve in temporary absence of region representatives to the Board. Notification that an
alternate will serve, and the name of the alternate, must be given to the office of the
PSEA president as soon as possible.

In the event the Board of Directors' meeting goes beyond 3:00 p.m. on Saturday, the
Board members whose drive home is four (4) hours or more may stay an additional night.

When a PSEA member holds an NEA office, that individual shall be invited to sit with
the PSEA Board of Directors.

Approve the location of meetings of the Board of Directors May 1976

**Actions**

Changes and/or additions to the Policy Manual shall be presented as a discussion item at
a board meeting prior to appearing as an action item at a subsequent board meeting.
Action items must be submitted to the president in writing two weeks before the Board of
Directors meeting. A two-thirds vote will be required for exceptions.

Executive sessions of the Board of Directors, for the purpose of discussion of personnel
matters, unethical conduct, or any sensitive or legal concern, may be called by a majority
vote of the voting members of the Board.

The minutes of the PSEA Board of Directors must indicate the beginning and ending
times and the categories of topics discussed for all executive sessions. (Language change
as a result of the December 1988 House of Delegates)
PSEA Policy

Action items adopted by the PSEA Board of Directors shall be given immediate priority and a report on the progress of implementation be given to the Board at the succeeding meeting.

All votes of the PSEA Board of Directors must be recorded in the Board minutes so that aye, nay, and abstention votes may be identified.

Staff

The employment of staff shall be with the approval of the Board of Directors.

All criticisms, complaints, and charges against a staff member(s) by a Board of Directors member(s) shall be directed to the PSEA executive director through the office of the president.

All criticisms, complaints, and charges concerning an officer or member of the Board of Directors by a staff member(s) shall be referred to the president and the executive director. In the event a staff member(s) deems it necessary to place in writing, against an officer or member of the Board of Directors, a criticism, complaint, or charge, a copy of said writing shall be immediately mailed to the officer or Board member involved in order that he/she may respond to said criticism, complaint, or charge.

Awards and Grants

Awards and/or recognitions presented by and/or in behalf of PSEA shall be approved by the Board of Directors. In its approval, the Board shall consider the following:

1. All members must be eligible to receive the award and/or recognition.
2. Nominations must be made by a PSEA member(s).
3. The nominee(s) must have demonstrated compliance with PSEA goals and objectives.
4. The process and guidelines for the award and/or recognition must be approved by the Board of Directors.

The official awards and/or recognitions approved by the Board of Directors are:

- The PSEA Lewis F. Adler Friend of Education Award
- The PSEA IPD Innovative Teaching Grants
- The PSEA Intergroup Relations Award
- The PSEA Internal Communications Award
- The PSEA-PYEA Award
- External Communications Awards/Communication Grants
- Human and Civil Rights Award
PSEA CONSTITUTION ARTICLE VI — HOUSE OF DELEGATES

1. Local Association delegates and officers shall comprise the voting delegates at the House of Delegates, subject to the conditions described in Article V, paragraph 5. Executive officers, Association representatives on the National Education Association board of directors, PSEA-R, and Student PSEA delegates shall also be entitled to vote at the House of Delegates on all matters except dues and election of the Association executive officers and of the National Education Association board of directors.

2. Nonvoting delegate status at the House of Delegates shall be accorded to a region officer from each region who is not an officer of the Association, a representative from each coordinating council and department, and members of the IPD Council, Resolutions Committee, and Legislative Committee.

3. Local Association Delegates
   a. Each Local Association shall be entitled to one delegate for every 67 active and reserve members or major fraction thereof within the Association; provided that for purposes of this section education support professional members of an all-inclusive local association shall be considered a separate local association. Irrespective of size every all-inclusive or teacher only local association shall be entitled to at least one delegate.
   b. Administrator- only local associations as well as higher education and education support professional local associations with the same region may combine their membership for purposes of securing administrator and higher education and education support professional delegate representation.
   c. An all-inclusive local association may choose to elect delegates either by separate vote of members in each category of membership for the number of delegates in that membership category or by general vote of all members for the number of delegates proportionate in each member category. The education support professional region shall include all education support professional delegates.

4. Student PSEA shall be entitled to one delegate for every 375 Student PSEA members. PSEA R shall be entitled to the PSEA-R president and vice-president and two elected members per region. If membership of any PSEA-R region shall exceed two thousand members, that region will be eligible for an additional delegate.

5. Unless otherwise provided in the Association governing documents, voting delegates shall be elected in conformity with the one-person one-vote principle through open nominations, by majority vote, and by secret ballot.
6. The House of Delegates shall meet at least annually in the spring, except in cases of emergency. The spring meeting shall be known as the annual meeting of the House of Delegates. The president shall call special meetings of the House of Delegates in the manner and under the conditions prescribed in the bylaws.

PSEA CONSTITUTION ARTICLE VIII — PROPORTIONAL REPRESENTATION

1. Ethnic minority members shall be represented on the Board of Directors and at the House of Delegates in proportion to their membership in the Association. In addition, the Board of Directors shall take all reasonable steps to ensure ethnic minority representation in the Association non-governance structure which is proportional to their membership in the Association.

PSEA CONSTITUTION ARTICLE XI — AMENDMENTS

This constitution may be amended by a two-thirds vote of the House of Delegates on a printed ballot, a majority voting, at its annual meeting or special meeting called for that purpose. Said amendment shall 1) be proposed with the endorsement of the Board of Directors, or with the endorsement of 100 active members of the Association, 2) be drafted in proper technical form by the Constitution and Bylaws Committee of the Board of Directors, and 3) be published in an official publication of the Association in two issues preceding said meeting.

PSEA CONSTITUTION ARTICLE XII — BYLAWS

Bylaws not inconsistent with this constitution may be adopted by a three-fifths vote of the delegates voting at any meeting of the House of Delegates. The provisions of any section of the bylaws may be suspended for a single meeting by a two-thirds vote of the delegates present.

PSEA BYLAWS ARTICLE VII — HOUSE OF DELEGATES

A. The House of Delegates shall have the following powers and duties:

1. To initiate general policies of the Association.

2. To conduct the business of the annual meeting as prescribed in the standing rules.

3. To elect, on ballot forms prepared by the Board of Directors, the executive officers of the Association.

4. To elect, on ballot forms prepared by the Board of Directors, the Association representatives to the National Education Association board of directors and alternates including the president. The number of alternate positions including the President shall be equal to the number of Association representatives to the National Education Association Board of Director. The president's term as alternate shall coincide with his or her
term as president. Alternates other than the president shall be elected for a
one year term at the Annual House of Delegates in accordance with the
requirements set for the Association representatives to the National
Education board of directors, provided that where the number of nominees
is equal to or less than the number of alternates to be elected, the chair
shall declare such nominee elected. Alternates shall serve in order as
determined by the Board of Directors.

5. To recall an executive officer of the Association.

6. To exercise all other powers which are customarily conferred upon the
supreme governing body of an association.

B. Delegates shall not be seated at the annual meeting until they have presented a
certificate of election signed by an officer of the body which they represent.

C. The delegation of a local association whose members' dues and/or assessments are
in arrears and delinquent for the previous year or years and are not paid in full by
October 15 following the end of the fiscal year, shall be refused seating at the
December meeting of the House of Delegates. If the above-mentioned delinquent
dues are not paid by February 15, the delegation of the association shall be
refused seating at the May House of Delegates. When such an instance occurs,
PSEA shall, upon the recommendation of legal counsel, cause to have the
accounting record of the local association examined by an independent certified
public accounting firm, said costs to be paid by PSEA.

PSEA BYLAWS ARTICLE XI — NON-GOVERNANCE STRUCTURE

A. 2. The Committee on Resolutions shall report to the Association at the
annual meeting of the House of Delegates.

3. The Committee on Legislation shall prepare and propose to the House of
Delegates a legislative program and shall work actively to secure the
enactment into law of such measures as are approved by the Association.
It shall scrutinize all proposed legislation tending to affect education in the
state and shall seek and execute the instructions of the Board of Directors
concerning it. It shall report at the annual meeting of the Association.

Procedures

Locals shall be notified by the president of the number of delegates to which they are
entitled to the House of Delegates.

New business items to be considered by the PSEA House of Delegates will be made
available for distribution at the regional houses of delegates provided they are submitted
to the office of the PSEA president prior to November 1 for the December House of
Delegates and prior to April 1 for the May House of Delegates. All other items of new
business will be accepted and distributed to the delegates in accordance with the
approved Rules of Procedure. Items shall be numbered in the order which they are received.

No hospitality rooms may be open during the meeting of the House of Delegates.

Exhibit space at PSEA Houses of Delegates shall be afforded only to endorsed programs or products of the PSEA and candidates for PSEA NEA office, except on the approval of the president.

**Reports**

The president shall report to each House of Delegates as to disposition of resolutions and new business adopted by the House of Delegates of the previous calendar year. (House of Delegates December 1971; December 1975)

All elective and appointive committees of PSEA shall prepare and present a written addendum report to any House of Delegates at which a full report is not given. (House of Delegates December 1975)

The "New Business Items" section of the "proceedings" booklet of the House of Delegates shall include an indication of the action taken on each item. (House of Delegates December 1975)

The agenda of the Houses of Delegates shall include specific reports on each item of new business which was passed or referred at the last, previous House. (House of Delegates December 1975)

A status report of all items of business acted upon at the previous House of Delegates shall be printed in the VOICE three weeks prior to the meeting of the new House. (House of Delegates December 1975)

At all Houses of Delegates, reports of the Resolutions Committee shall be placed on the business agenda in such a position that they will be considered by the delegates after region caucuses have had an opportunity to consider them. (House of Delegates May 1979)

All PSEA study groups established by the PSEA House of Delegates whose members are obligated to report back to the PSEA House of Delegates shall include in their reports both positive and negative factors of the issues under study. (House of Delegates December 1985)

**Seating of Delegates**

Only members of the Board of Directors and those delegates whose credentials are approved by the Committee on Credentials and Elections shall sit in the House of Delegates. Once a regular delegate relinquishes delegate status to an alternate delegate, the original delegate status cannot be reclaimed for that House. In the absence of a delegate or alternate, no other person shall be authorized to vote.
Seating of regions at the meetings of the House of Delegates shall be on a rotating basis with all regions sharing the honor of being seated at the back of the hall. (House of Delegates December 1986)

**Critical Issues**

The PSEA leadership shall arrange at least one morning and two afternoon critical issues sessions and/or workshops before each House of Delegates for the next five years. (House of Delegates December 1987)

**Regions**

**PSEA CONSTITUTION ARTICLE VII — GOVERNANCE**

2. The governance structure of the Association shall include regions and local associations. Region and local association constitutions and bylaws shall conform to the Association constitution and bylaws.

4. Region officers shall be elected through open nomination, by secret ballot, by majority vote, and in conformity with the one-person one-vote principle.

**PSEA CONSTITUTION ARTICLE VIII — PROPORTIONAL REPRESENTATION**

2. Regions and local associations shall assure ethnic minority representation on their respective governing bodies, including houses of delegates, executive committees, and representative councils, in proportion to their respective ethnic minority memberships.

**PSEA BYLAWS ARTICLE III — REGIONS**

A. A region shall consist of local associations and coordinating councils which are within the geographical boundaries of the region.

B. There shall be at least 5,000 active members of the Association or major fraction thereof in every region. Should the active membership in any existing region fall below that number, the Board of Directors shall, as soon as practicable, reapportion the affected region so as to guarantee continued region status and representation on the Board of Directors, provided that the governance rights of other regions shall not be adversely affected by virtue of the reapportionment.

C. Subject to the approval of the Board of Directors, 5,000 active members of the Association or major fraction thereof who are employed in institutions of higher education may form a statewide region. The same shall be true for administrator members so long as there is no all-inclusive local association within the state.

D. The following regions shall elect their officers in odd numbered years: Central, Eastern, ESP, Mideastern, Southern, Southwestern. The other regions—Central-Western, Midwestern, Northwestern, Western, Northeastern, Southeastern—shall
PSEA Policy

elect their officers in even numbered years. The Board of Directors shall establish a timetable for the election of officers in any new region.

E. The term of a region representative to the Board of Directors shall be two years, beginning at the start of the fiscal year.

F. The duties of the region officers shall be described and defined in the region constitution and bylaws.

G. Each region shall hold an annual house of delegates prior to the annual meeting of the House of Delegates.

H. Each region shall have an executive committee composed of the region officers and such other representatives as may be provided for in the region constitution and bylaws.

I. Region expenses shall be borne by the Association in accordance with the policy of the Board of Directors.

J. The Educational Support Personnel Region shall consist of local educational support personnel associations throughout the Commonwealth of Pennsylvania.

K. Regions may assess members in their region to cover expenses not otherwise covered by Association appropriations, if duly approved in region constitution and/or bylaws, as necessary. Such expenses may include full- or part-time release of one officer, funding of region programs, assistance to local associations for grievance arbitration, assistance to small local associations for attendance at region functions, assistance to locals in crisis, or such other expenses as specifically approved by the Board of Directors in the Association fiscal policy.

General

Regions of PSEA may deny continued representation of their members on committees as provided for in the region constitution.

Committee members must be professionally employed in the region which they represent.

Copies of department, local association, and region constitutions shall be maintained in the region office.

Additional members representing a region on the Board of Directors shall be elected as provided for in the region constitution, which is approved by the Board of Directors. Seating of additional representatives on the PSEA Board of Directors shall be done in accordance with the PSEA Constitution and Bylaws.

Region presidents shall have control and supervision of the region convention program and the annual meeting of the region House of Delegates. The region president shall cooperate with the president of the Association in directing and vitalizing the activities of
the coordinating councils, where appropriate, and local associations to the end that the policies and programs of the whole Association may be properly integrated.

All minutes and packets of region executive committee/council meetings shall be forwarded to the PSEA executive officers.

The region president shall report the results of all region elections to PSEA elective committees to the office of the PSEA president. The PSEA president will direct this information to the appropriate committee chairperson and staff consultant.

**Local Associations**

**PSEA CONSTITUTION ARTICLE VII — GOVERNANCE**

2. The governance structure of the Association shall include regions and local associations. Region and local association constitutions and bylaws shall conform to the Association constitution and bylaws.

3. Local association officers and delegates to region houses of delegates and the Association House of Delegates shall be elected through open nomination, by secret ballot, by majority vote, and in conformity with the one-person one-vote principle.

**PSEA CONSTITUTION ARTICLE VIII — PROPORTIONAL REPRESENTATION**

2. Regions and local associations shall assure ethnic minority representation on their respective governing bodies, including houses of delegates, executive committees, and representative councils, in proportion to their respective ethnic minority memberships.

**PSEA BYLAWS ARTICLE IX — LOCAL ASSOCIATIONS**

1. A local association may be organized by the active members within a school district, intermediate unit, vocational-technical school, other public or non-public, non-sectarian school entity, government agency or government-funded entity providing education services, or institution of higher education.

2. A local association may establish categories of membership which are consistent with the Association’s categories of membership.

3. A local association may take any of the following forms:
   a. Exclusively non-administrative and non-supervisory members ("Teacher Only");
   b. Non-administrative and non-supervisory members and also administrative and supervisory members ("All Inclusive");
c. Exclusively administrative and supervisory members ("Administrator Only").

d. Exclusively educational support personnel members ("Educational Support Personnel Only").

For purposes of this section, “non-administrative and non-supervisory members” shall not include educational support personnel members.

4. If there is no local association in a unit described in paragraph one above, an active member from that unit may enroll for membership in another local association.

5. Administrators and supervisors who are active members of the Association, who are ineligible for membership in an all-inclusive local association, and who are employed in the same region may form a regionwide local association as long as there is no all-inclusive local association in that region.

6. Active members of the Association who are employed in institutions of higher education and in the same region may form a regionwide local association.

7. Local associations shall require recognition and approval by the Board of Directors upon recommendation of the region executive committee.

8. Local associations shall adopt the code of ethics of the Association.

9. Local associations shall be reviewed by the Association for compliance purposes at least once every five (5) years.

10. Local associations shall have the same membership year as the Association.

PSEA BYLAWS ARTICLE X — REMEDIES

A. Trusteeship

In recognition of the fact that the Association has provided and will continue to provide assets to establish and strengthen local associations and in recognition of the fact that, at any moment in time, local association and the Association assets are merged, and in recognition of the Association's duty to all PSEA members to assure compliance with Association governing documents and policies, it is deemed necessary and desirable to protect Association assets and the welfare of Association members as follows:

1. The Board of Directors of PSEA, upon the request by a majority of active members of the local association or by the region executive committee or
by a majority vote of the Board of Directors of the Association, may by a
two-thirds vote, impose a trusteeship upon a local association, if it finds
that there is credible evidence of any one of the following:

a. Theft or conversion of assets or serious or imminent danger of
   theft or conversion of assets;

b. Fraud by any responsible local association official which
   endangers the integrity or safety of assets;

c. Transfer or misappropriation of assets to an unauthorized third
   party or serious or imminent danger of such transfer or
   misappropriation;

d. Negligent care or custody of assets creating danger to the integrity
   or safety of assets;

e. The local association's conduct is in serious conflict with the
   Association's governing documents, its policies, or the welfare of
   the members of the local association.

2. The imposition of the trusteeship shall become effective immediately upon
   the finding by the Board of Directors, after a preliminary hearing. All local
   association officials shall cooperate immediately in the establishment of
   the trusteeship.

3. A full hearing shall be held as soon as practicable before the Board of
   Directors to determine whether there is a need to continue the trusteeship.
   In addition, a full and accurate accounting and inventory of all assets shall
   be accomplished in an expeditious manner.

4. Should it be determined that the trusteeship need be continued, it shall be
   continued only so long as necessary to reestablish proper local association
   controls, to correct conduct in serious conflict with the Association's
   governing documents, its policies, or the welfare of the members of the
   local association, and to assure that assets being held for PSEA or other
   parties having a proper claim are properly distributed. All assets belonging
   to the local association shall be returned to the control of the local
   association as soon as these ends are accomplished.

5. The Board of Directors shall appoint one or more trustees to assume
   control of the local association under trusteeship. The trustee or trustees
   shall be active members of the Association who are employed in the local
   association's region.

**Collective Bargaining and Strikes**

No reliefs provided in law for the resolutions of impasse shall be violated, neglected, or
evaded by its local associations or its staff in attempts to resolve impasse in local
bargaining, including commencement of bargaining and mediation as provided for in Section 1121-A of the School Code; fact-finding as provided for in Section 1122-A of the School Code; arbitration as provided for in Section 1125-A of the School Code; and filing of unfair practice charges as provided for in Act 195, Section 1201.

Local association decisions contemplating the filing of unfair practice charges with the PLRB shall first require consultation with and recommendations from PSEA staff. In all such cases, recommendations which are made shall be filed in writing with the assistant executive director, Field Division.

The Association shall use every responsible means to aid in avoiding a strike by a local association of the PSEA. In those instances in which there is no other alternative, the state Association will support only those strikes which are consistent with law.

Should any local association seriously consider attempting a strike on a chosen date, the responsible staff member is required to inform local leaders of all factors of risk to local associations which are involved.

PSEA staff and legal counsel should be consulted for advice on the legality of a strike action. This procedure will allow local associations to know whether the provisions of law would be satisfied in their case, or whether other alternatives are available for impasse resolution.

Should a local association strike be enjoined by lawful order of a court of competent jurisdiction, staff members are held responsible for carefully counseling the local association on its legal responsibilities and liabilities should it disobey the injunction and shall accurately record and file their recommendations with PSEA. PSEA legal counsel must in all such cases be consulted in advance, but in no case will the state Association be responsible for a local decision which is in disobedience of a court injunction. However, PSEA legal services will remain available for challenging the propriety of an injunction.

2. NON-GOVERNANCE

PSEA CONSTITUTION ARTICLE VII — GOVERNANCE

5. The non-governance structure of the Association shall include councils, departments, affiliates, commissions, and committees as prescribed in the constitution and bylaws.

PSEA CONSTITUTION ARTICLE VIII — PROPORTIONAL REPRESENTATION

1. Ethnic minority members shall be represented on the Board of Directors and at the House of Delegates in proportion to their membership in the Association. In addition, the Board of Directors shall take all reasonable steps to assure ethnic minority representation in the Association non-governance structure which is proportional to their membership in the Association.
General Policies for Committees/Commissions/Councils/Boards

NOTE: Committee as used in this section of the policy manual refers to committees/commissions/councils/boards.

Committees

PSEA/NEA-R

The PSEA president, with approval of the Board of Directors, will appoint one PSEA/NEA-R member to each committee.

Ethnic Minority Representatives

The PSEA president, with approval of the Board of Directors, will appoint one ethnic minority representative member to each committee.

Committee Member Status

Committee membership is open to any active member of the association unless otherwise approved or adopted by the PSEA House of Delegates. This does not apply to liaisons for affiliate or student membership.

Duties of Chairpersons and Consultants

The staff consultant shall provide a summary of the committee meeting which shall include an identification or potential follow-up actions within one week of adjournment and shall transmit copies of this report to the Board of Directors and to all committee chairpersons.

The staff consultant shall have committee minutes duplicated and distributed to the committee, to the executive director, to the Board of Directors, and chairpersons of other committees.

Minutes should be kept to one or two pages. No handouts should be attached. The minutes should contain the following information:

a. Attendance
b. Action items
c. Topical summary of discussion items

Committees shall establish a yearly calendar to be forwarded by the chairperson and consultant to the office of the president for approval.

The chairperson and the staff consultant shall prepare an agenda by telephone for each meeting.

Chairpersons shall submit requests for funds to the budget committee.
Chairpersons shall forward committee reports to the office of the president for review prior to presentation to the House of Delegates.

PSEA will not fund committee hospitality. This includes paying for an upgraded room or suite for the chair or member of the committee.

Outgoing committee members who have completed a minimum of one two-year term should receive a small plaque and a letter from the president recognizing their service. The plaques should be given at the last committee meeting the member will be attending.

In the event of inclement weather, the following procedure will be followed to avoid problems. 10:00 a.m. has been established as the cutoff time for cancellation of meetings. The consultants will coordinate the decision as to whether committee meetings will be held. Committee chairs should contact their respective consultants if the weather in their area is bad. Committee members should be told not to leave for meetings until the hour for decision making has passed. All committee members will be called if the meeting is canceled; however, the switchboard will know if meetings are canceled so that incoming phone calls can be answered. If weather conditions are bad in Harrisburg or statewide, the president will notify all committees and consultants of cancellations.

A letter should be sent to all newly appointed committee members welcoming them to committee service and providing necessary information such as:

a. Meeting schedule for all committees
b. Expense guidelines
c. Voucher procedures
d. Attendance guidelines
e. Cancellation procedures
f. VIP Booklet

The above letter should be sent to all committee members when it is initially drafted.

A new committee member orientation session should be held by the committee chairperson and consultant. The session agenda should include the committee charges, the roles and responsibilities of committee members, and PSEA policy.

Letters, memos, etc., sent by committee consultants, chairs, and members should be printed on PSEA letterhead, not on specialized stationery.

**Committee Procedures**

State committees shall not meet at a time conflicting with the regularly scheduled Board of Directors meetings, unless prior approval is received from the president in writing. Violation of this policy will result in denial of reimbursement for committee members.

Members shall report regularly to their region policymaking body and attend appropriate region meetings.
Members of committees are appointed for terms of two years, except Student PSEA and department representatives.

Only alternates approved by the Board of Directors may serve in the absence of regular committee members. Alternates shall receive all pertinent mailings. Should an approved alternate not be available, the region president may send an alternate.

Members may not serve on a state elected or standing committee while serving as a member of the PSEA Board of Directors, except that the chairs of the IPD Council and Special Education Board shall be nonvoting members of the Board of Directors.

Committee members must be professionally employed in the region which they represent.

Committee members who retire and/or resign from teaching shall not continue to serve beyond the end of the PSEA fiscal year in which the retirement/resignation occurs.

No person shall be a member of or an alternate to more than one committee of the Association, elective or appointive, except as specified in the composition of the Credentials and Elections Committee.

Election of chairpersons for a term of one year shall be held at the last regularly scheduled meeting of the current year. Only active members may be elected Chairperson and Vice-Chairperson

Staff consultants shall be assigned to committees through the executive director.

Members of the state committees of PSEA shall have their seat declared vacant when their absences from 50 percent of the committee meetings in one year are unaccounted for.

PSEA committees are to meet in the PSEA headquarters unless prior approval to meet elsewhere is received from the president.

The Board of Directors shall develop policies and recommendations concerning the responsibilities of committees.

All educational research suggested by committees shall be channeled through the IPD Council.

Programs for all state conferences shall be mailed out at least one month prior to the conference.

The PSEA president shall conduct an annual orientation program for all chairpersons of elected and/or appointed state-level committees.

Board members appointed as liaisons to committees shall be appointed by, and are responsible to, the PSEA President. They shall attend regular meetings of the committee to represent the position of the Board of Directors on the issues of concern, and to report the proceedings of the committee to the Board. The liaison shall neither take nor give
direction for action by the committee. Board liaisons to committees shall be funded from the Board liaison account.

Committee members who are required to stay at a hotel or motel overnight for a regularly scheduled committee meeting shall be put on master billing for lodging and meals. If for any reason it is necessary for members of the departments to cancel or change their reservations to any meeting where their attendance is expected, it shall be their responsibility to do so. If members fail to comply with hotel notification requirements for cancellation or early departure, they will be held liable for the expenses incurred and such expenses will be deducted from the member’s voucher.

Any committee, commission, council member, or any other Association member who attends an Association sanctioned meeting that adjourns after 3:00 p.m. and has a four (4) or more hour drive home is entitled to an additional night's lodging. (House of Delegates December 1984)

When committees, task forces, councils, commissions, and divisions or subdivisions of PSEA are created, the motion creating the entity shall contain a provision for its demise at a time not to exceed five (5) years unless the body is renewed by proper authority. (House of Delegates May 1977)

The PSEA House of Delegates shall establish a Minority Affairs Committee based upon one representative per region to create an awareness about the ethnic minority concerns and goals. (House of Delegates May 1984)

"PSEA Information Form for Candidates for Nomination as PSEA Member Representatives to PSEA and/or to Non-PSEA Education Committees and/or Positions" may be secured through the office of the president.

PSEA will develop a "talent bank" of interested and qualified PSEA members to accept appointments to various non-PSEA committees related to teaching. The educator recommended should be:

1. Well informed on PSEA policies and positions, particularly in the specific areas dealing with his/her committee appointment.

2. Articulate and persuasive in presenting his/her views and those of PSEA.

3. Experienced and skilled in previous leadership roles.

4. Able to work cooperatively with other educators in promoting the vital interests of the education profession.

5. Willing to give time and effort on behalf of the education profession by attending all scheduled meetings.
Elective Committees

PSEA CONSTITUTION ARTICLE VII — GOVERNANCE

5. The non-governance structure of the Association shall include councils, departments, affiliates, commissions, and committees as prescribed in the constitution and bylaws.

PSEA BYLAWS ARTICLE XI — NON-GOVERNANCE STRUCTURE

A. Elective Committees

1. The two elective committees of the Association shall be the Committee on Resolutions and the Committee on Legislation.

2. The Committee on Resolutions shall report to the Association at the annual meeting of the House of Delegates.

3. The Committee on Legislation shall prepare and propose to the House of Delegates a legislative program and shall work actively to secure the enactment into law of such measures as are approved by the Association. It shall scrutinize all proposed legislation tending to affect education in the state and shall seek and execute the instructions of the Board of Directors concerning it. It shall report at the annual meeting of the Association.

4. Unless otherwise provided in the bylaws, the composition of each committee shall reflect the composition of the Board of Directors with each region being entitled to the same number of committee members as region representatives and with Student PSEA, PSEA-R, and the respective departments being entitled to a single representative each.

5. Region committee members shall be elected by the region house of delegates for two-year terms, beginning the September 1 following their election. When a region is entitled to more than one committee member, the members shall be elected to serve overlapping two-year terms with one member being elected each year. The timetable for elections to the two committees shall be established by the Board of Directors with the concurrence of each region executive committee.

6. The chairpersons of elective committees shall be elected by the committees from their membership.

Legislative Committee

In regions having two representatives to the PSEA Board of Directors, one member will be elected each year. In regions having three representatives, one member will be elected in even numbered years and two members will be elected in odd numbered years.
Resolutions Committee

In regions having two representatives to the PSEA Board of Directors, one member will be elected each year. In regions having three representatives, one member will be elected in even numbered years and two members will be elected in odd numbered years.

Council on Instruction and Professional Development

PSEA BYLAWS ARTICLE XI — NON-GOVERNANCE STRUCTURE

C. COUNCIL ON INSTRUCTION AND PROFESSIONAL DEVELOPMENT

1. The Council on Instruction and Professional Development shall consist of members elected from the regions, a member elected from PSEA-R, the presidents or their designees of the recognized departments of the Association, and the president of Student PSEA. Each elected member shall serve for a two-year term.

2. Region representation on the council shall be as follows: 1) three members from each of the Eastern, Western, Southern, and Mideastern Regions; and 2) two members from each of the other regions.

3. Timetables for elections shall be established by the Board of Directors with the concurrence of the region executive committees.

4. A majority of the region members of the council shall constitute a quorum to do business. The chairperson of the council shall be elected by the council from its membership.

5. The council shall meet at least six times annually. The chairperson may call additional meetings, subject to the approval of the president and upon the written request of the majority of its region members.

6. The council shall promote the educational objectives of the Association and advise and make recommendation to the Board of Directors. It shall promote workshops, clinics, conferences, and other meetings in order to improve instruction, perfect the art of teaching, and advance the professional education program of the Association.

7. For purposes of this paragraph (C) region shall not include the educational support personnel region, and member shall not include educational support personnel members.

General

In every odd-numbered year Central, Central-Western, ESP, Midwestern, Northeastern, Northwestern, Southeastern and Southwestern shall elect one person; and Eastern, Mideastern, Southern, and Western shall elect two persons.
In each even-numbered year all regions shall elect one person.

All terms shall be for a period of two years, except Student PSEA, department representatives, and PSEA-R.

The chair and vice chair of the Council on Instructional and Professional Development shall serve on the PSPC Screening Committee.

All PSEA position papers developed by IPD shall be forwarded to the Board of Directors for approval prior to distribution.

Vacancy in an Elected Committee Member Position

A vacancy in an elected committee member position shall be filled by the elected alternate for the remainder of the term of the vacancy. If there is not elected alternate:

1. A vacancy in an elected committee member position from a region shall be filled by appointment of the region president until the next region house of delegates at which time a member shall be elected to fill the remainder of the term of the vacancy;

2. A vacancy in an elected committee member position from a Department, PSEA-R, or Student PSEA shall be filled by appointment of the appropriate president for the remainder of the term of the vacancy.

Appointive Committees

PSEA BYLAWS ARTICLE IV — BOARD OF DIRECTORS

A. 3. To establish appointive commissions and committees, to fill vacancies thereon, and to define their functions, duties, and power.

PSEA BYLAWS ARTICLE XI — NON-GOVERNANCE STRUCTURE

B. Appointive Committees and Commissions

1. Unless otherwise provided in the bylaws, the composition of any standing appointive committee, commission, council or board shall be determined at the time of its establishment. Where the composition of such an appointed group, at the time of its establishment, was based on the composition of the Board of Directors, subsequent changes in region representation on the Board of Directors shall be reflected in the region representation on the appointed group. Each region shall be entitled to at least one representative.

2. The appointive committees and commissions of the Association shall be the Intergroup Relations Commission, the Professional Rights and Responsibilities Commission, and such other commissions and committees as may be established by the Board of Directors.
3. The Commission on Professional Rights and Responsibilities shall be responsible for recommending to the House of Delegates the adoption and revision of the PSEA Code of Ethics of the Education Professors and bill of rights. It shall inform the members of the Association of the provisions of these codes and shall promote and encourage professional conduct commensurate with the high standards set forth therein. The commission also shall recommend to the Board of Directors procedures to be adopted for the determination of issues arising from the violation thereof. It shall perform such other duties and exercise such other powers as are required by the constitution and bylaws of the Association or are delegated to it by the Board of Directors. It shall report at the annual meeting of the Association. Composition of the Commission shall not include educational support personnel region representation.

4. The Commission on Intergroup Relations shall make recommendations to the Association on matters which involve intergroup relations. It shall initiate proposals for improving intergroup relations in schools and for insuring equal educational opportunity for every child in the Commonwealth of Pennsylvania. It also shall perform such other duties and exercise such other powers as are delegated to it by the Board of Directors. It shall report at the annual meeting of the Association.

5. The chairpersons of committees and commissions shall be elected by the committees and commissions from their respective memberships.

**Appointive Standing Committees**

- Collective Bargaining
- Communications
- Credentials and Elections
- Disparity
- Intergroup Relations
- Int. Education
- International Relations
- Leadership Development
- Member Benefits
- Minority Affairs
- Preservation of Public Education
- Professional Rights and Responsibilities
- Retirement and Welfare
- Special Education Board
- Special Services Board
- Student Organizations

**General Policies for Appointive Committees**

The power of establishing or abolishing other appointive committees is reserved to the Board of Directors. The Board of Directors is required to appoint two commissions in accordance with the constitution and bylaws. The number of active member appointees shall be in accordance with the criteria established for committees and commissions.
The PSEA president shall request names of persons to fill vacancies on committees from the presidents of regions, department presidents, student PSEA, and PSEA-R and the Minority Affairs Committee, who are assuming office the next fiscal year. These names shall be submitted to the PSEA Board of Directors.

The terms of all committee members shall begin upon approval of the Board of Directors at the September meeting.

**Credentials and Elections Committee Membership**

The term of the chairperson which expires August 31 shall be filled by the president at that time.

The terms which expire on August 31 shall be filled by appointment of one person from the Resolutions Committee and one person from the Legislative Committee. Resignations shall be filled as they occur by appropriate appointment by the PSEA president from the Resolutions or Legislative Committee rosters.

**Departments**

**PSEA BYLAWS ARTICLE XI — NON-GOVERNANCE STRUCTURE**

D. Departments

1. The following departments are authorized: Department of Administration and Supervision, Department of Higher Education, Department of Pupil Personnel Services, and Department of Vocational and Practical Arts Education.

2. Each department shall have such officers as are necessary. Their terms of office shall not exceed two (2) years, and their election shall be conducted in accordance with the constitution of the applicable department.

3. The president of each department shall have general control and supervision of the annual business meeting and other conferences or workshops of the department. The president shall cooperate with the president of the Association in directing and vitalizing the activities of the department to the end that the policies and program of the whole Association may be properly integrated.

4. A department may decide the time and place of its annual business meeting, subject to the approval of the Board of Directors.

5. Each department shall have an executive committee composed of its officers and such other representatives as provided in the constitution and bylaws of the department.
PSEA Policy

General

Upon petition of fifty (50) members, the Board of Directors shall consider creating, combining, or transferring sections within departments.

Departments shall be covered by an accidental death and accidental medical insurance policy paid for by the Association.

Affiliates

PSEA BYLAWS ARTICLE XI — NON-GOVERNANCE STRUCTURE

E. Affiliates

1. The Board of Directors shall be empowered to affiliate with the Association any organization whose purposes and objectives are consistent with those of the Association.

2. Affiliation shall be consummated through an affiliation agreement approved by the Board of Directors.

General

Board members shall receive all contracts for affiliation at least thirty (30) days prior to Board action.

Caucuses

Any member of the Association may initiate the formation of a caucus and invite support of other members, provided said caucus does not violate the resolutions and principles of the Association. PSEA governing bodies and PSEA management and administrative staff are not involved in the organization and/or operation of a caucus. Any funding of caucus activities is the responsibility of that caucus.

The acronym “PSEA” indicates that the group is made up of PSEA members and does not connote official recognition by the governing bodies of PSEA.

3. STAFF

Executive Director

PSEA BYLAWS ARTICLE VI — EXECUTIVE DIRECTOR

A. The executive director shall have the following powers and duties:

1. To keep a record of the proceedings of the Board of Directors and the House of Delegates.

2. To prepare vouchers, signed by the president.
3. To recommend the employment of bargaining unit members and management employees.

4. To carry out those administrative functions which are assigned by the Board of Directors or which are customarily performed by the chief administrator of an association.

The Executive Director shall:

Be the chief administrator of the Association.

Meet regularly with the executive officers and appropriate staff to confer on Association policies and procedures.

Provide the Board of Directors with a monthly activities schedule.

Not advise the violation of a lawful injunction or, themselves, by any action or advice, be in disobedience of a lawful injunction. Any deviation from this policy will be the individual responsibility of the executive officers and/or staff members involved.

Work actively to oppose any merger requiring affiliation with AFL-CIO. (House of Delegates May 1972)

Be the secretary of the Pension Plan Directors.

Notify region presidents of names of candidates.

Coordinate for approval by the president, prior to final release, all statements concerning PSEA positions being promoted by means of press releases, testimony, television appearances, radio releases, or conferences.

See that all statements concerning local associations shall be approved by local association leadership before publication.

Coordinate, in consultation and cooperation with the president, PSEA positions requiring long term relationship.

Share, in cooperation with the president, all media statements with the Board of Directors and management staff.

Notify the Communications Division of all visitations or engagements of the state elected leadership.

Provide the Board of Directors with a monthly activities schedule.

Have the responsibility for implementing and enforcing the Employee Conflict of Interest Policy.
PSEA Policy

Have the responsibility of carrying out duties specified in PSEA Health and Welfare Trust administration agreement.

Serve as a consultant to the governing bodies of the Association.

Advise the officers and governing bodies on all policy matters through appropriate reports and recommendations.

Represent the Association as spokesperson on matters of established policy at the discretion of the president.

Furnish each member appropriate evidence of membership.

Forward the Board of Directors agenda to local association presidents two (2) weeks prior to the board meeting.

Give immediate priority to action items adopted by the PSEA Board of Directors and give a report on the progress of implementation to the Board at the succeeding meeting.

Meet with the Board at the regularly scheduled meetings.

See that the PSEA calendar includes entries identifying Yom Kippur and Rosh Hashanah, which are among the high holy days observed by members belonging to the Jewish faith. Further, direct that no Association activities be scheduled during either of these observances. (House of Delegates, December 1973)

See that the minutes of the PSEA Board of Directors are mailed to each local association president, that a summary of the Board actions are reported in the VOICE, and that Board minutes are mailed to any PSEA member who requests them annually from the office of the president. (House of Delegates, December 1979)

Shall have prepared an agenda by the chairperson and the staff consultant for each committee meeting, prior to the meeting.

Secure from staff consultants to committees a summary of the committee meeting which shall include an identification of potential follow-up actions within one week of adjournment and shall transmit copies of this report to the Board of Directors and to all committee chairpersons.

**Fiscal Matters**

The Executive Director:

Is authorized to approve recommendation of the bank with respect to the investment of funds of the Association in the Permanent Fund or in the Association's Retirement Fund, and also to approve any recommended changes in investments with respect to these funds.
Is hereby directed to certify to said bank a copy of resolutions and the name of the present incumbents of the offices referred to; and to further certify from time to time hereafter the names of any successors to the present incumbents of said offices, together with specimens of their respective signatures; and said bank is hereby authorized, empowered and directed to rely upon any such certificate, unless and until the same shall have been formally modified or rescinded by a subsequent certificate of this corporation actually received by said bank.

With the president and treasurer recommend an independent auditing agency to conduct an annual audit of all Association funds.

**Staff**

The executive director shall:

Direct and supervise all Association staff. The employment of staff shall be by action of the Board of Directors.

Be authorized to fill temporary positions as described in the PSEA Staff Agreement, subject to action of the Board of Directors.

Assign staff consultants to committees.

Act under this policy on vacancies created by the absence of a regular employee or for temporary positions created by special projects which are to be terminated on a specified date.

**Other Staff**

Employment shall be consistent with the PSEA Staff Agreement. Temporary positions shall be advertised to the extent that the time required for advertising does not cause undue delay in the filling of vacancies.

When temporarily filling UniServ and regional field director positions, local presidents within the cluster will be notified that a temporary vacancy exists.

Each local association president shall be sent an evaluation form to evaluate the UniServ program at the end of every year. The evaluations will be returned to the executive director who will report to the Board of Directors.

**4. Elections**

The PSEA Board of Directors, Association Committees, commissions, councils, departments or task forces, and PSEA – Retired shall not interview or endorse any candidate for an Association Local, region or statewide elected office. For purposes of this section, “Association statewide elected office” shall also include any elected position of councils, departments, affiliates, commissions and committees of the Association, and PSEA – Retired.
In accordance with NEA Uniserv Guidelines to implement a policy of noninterference in the internal political affairs of the local and state associations:

Staff shall not in any way promote, participate in, or contribute to, the campaign of any individual for an association local, region, or statewide office.

Staff shall not participate in an Association local, region, or statewide election, except to provide assistance, advice or counsel, of an Administrative, procedural or legal nature.

This subsection is not intended to prohibit staff from encouraging Association members to seek leadership roles within the Association, or to interfere with the performance of assigned staff responsibilities.

No member and no candidate for any Association local, region or statewide elected office shall solicit from staff any support for, assistance with, participation in or contribution to a campaign for any Association local, region or statewide elected office.

No candidate may indicate support from any member of PSEA without the approval of that member.

**4. 1 ELECTIONS OF EXECUTIVE OFFICERS, NEA DIRECTORS AND ALTERNATES, AND PSEA PENSION PLAN DIRECTORS**

**General Regulations**

The PSEA Board of Directors, committees, commissions, or task forces shall not interview or endorse any candidate for executive office, NEA directors, or pension plan director, or Article VIII members of the Board of Directors.

Staff shall not in any way participate in internal Association elections.

No candidate may indicate support from any member of PSEA without approval of that member.

Any announced candidate that is not a Board member may attend, at his/her own expense, all meetings of the Board of Directors and House of Delegates.

A candidate must be nominated from the floor of the House of Delegates in order to have his/her name on the official ballot.

A write-in vote shall not be valid unless the name of the person receiving that vote is legible.

Potential candidates may request the Candidate Packet prior to the December House of Delegates. All candidates who officially announce will receive the Candidate Packet immediately following the December House.
Any alleged violation of the guidelines, financial provisions or regulations herein set forth shall be referred by the alleging party to the Credentials and Elections Committee.

If, after an appropriate hearing, the Credentials and Elections Committee agrees that a violation has occurred, the candidate shall be notified and directed to make proper adjustments.

If proper adjustments are not made, the name of the candidate in violation and the nature of the violation shall be announced at the first business session of the May House of Delegates.

These guidelines shall be reviewed after each election.

**Guidelines**

Prior to the adjournment of the December House of Delegates, the President shall announce names of candidates whose Statements of Intent have been received by 8:00 p.m. on the opening day of the House of Delegates. The statements shall be forwarded to the Credentials and Elections Committee.

Campaigning shall not begin until the adjournment of the December House of Delegates.

Campaign materials shall not be distributed prior to the adjournment of the December House of Delegates. The Credentials and Elections Committee shall enforce this regulation.

Announced candidates shall be provided a set of mailing labels of the delegates within two weeks after the close of the House. Additional sets may be purchased at cost.

A candidate's statement shall appear in VOICE at least one month prior to the election. Such statement shall not exceed 600 words and may include a photograph.

Candidates who do not announce at the December House of Delegates must file their statements of intent by February 1 to be eligible for VOICE publicity, except that candidates for Article VIII Members to the Board must file their statements of intent by March 1.

All candidates must submit their statements and photos to VOICE no later than March 1, if they wish to have them appear in the VOICE.

The registration package for the May House of Delegates may contain one piece of campaign literature for each candidate. Such material must be submitted by the individual candidate to the Convention Coordinator no later than April 1.

Each candidate shall receive a set of mailing labels for registered delegates for the May House of Delegates no later than two weeks prior to the start of the House.
PSEA Policy

At least two weeks prior to the May House of Delegates, the Convention Coordinator will inform all announced candidates of hotel regulations governing campaign materials.

All candidates shall have an equal amount of table space. Table locations are to be determined by random drawing during the Thursday Board meeting. The drawing will be conducted by the President or his/her designee.

Candidates' tables will be available after 6:00 a.m. on Friday and must be dismantled before 9:00 a.m. Saturday.

Nominations and candidates' speeches shall be placed on the agenda following the adoption of the Order of Business and Rules of Procedure.

The nominating speech may not exceed three minutes. The candidate’s speech may not exceed five minutes. All acceptance speeches will be made from the stage microphone.

The candidates may sit with their regions when the results are announced.

Financial Provisions

No dues monies shall be expended for campaign purposes.

Candidates must report to the Credentials and Elections Committee any contribution from any individual or group not within the PSEA structure which equal, in the aggregate, $25 or more.

Candidates must submit a report on campaign fund raising and expenditures to the office of the President within 60 days following the election. The form shall be provided in the Candidate Packet.

PSEA Endorsement Policy PSERS – Board of Trustee Elections

The PSEA Board of Directors shall present to the PSEA House of Delegates each year a nominee for endorsement as a candidate for election to the Public School Employees’ Retirement System Board of Trustees. A nominee shall be presented for each position to be elected as appropriate.

A. Active – EA

1. Names of potential candidates will be submitted by the PSEA Retirement and Welfare Committee and the PSEA Board of Directors to the PSEA President.

2. An advisory team, made up of the PSEA President, PSEA Retirement and Welfare Committee Chair, and one PSEA member on the PSERS Board of Trustees, will discuss the recommended candidate’s qualifications.

B. Active – ESP

1. Names of potential candidates will be submitted by the ESP Board to the PSEA President.
2. An Advisory Team made up of the PSEA President, ESP President, and one PSEA member on the PSERS Board of Trustees will discuss the recommended candidate’s qualifications.

C. Retired

1. Names of potential candidates will be submitted by the PSEA-R Board to the PSEA President.

2. An Advisory Team made up of the PSEA President, the PSEA-R President, and one PSEA member on the PSERS Board of Trustees will discuss the recommended candidate’s qualifications.

The PSEA President will present a candidate for each open seat to the PSEA Board of Directors for recommendation to the House of Delegates.

5. MEMBERSHIP

Membership Services and Benefits

PSEA CONSTITUTION - ARTICLE III — MEMBERSHIP

1. Membership in the Association shall comprise a category of active members and such other categories as may be provided in the bylaws.

PSEA BYLAWS - ARTICLE II — MEMBERSHIP

B. Reserve Membership

4. Reserve members shall be entitled to such Association benefits and services as may be approved by the Board of Directors.

Reserve Members:

The following services and benefits are available from PSEA to reserve members:

1. Every member publications

2. Special Services

3. Legal Services as outlined in PSEA Policy

4. Personal legal services, which provide the member with two one-half hour free consultations per year and a 30% reduction in fee
PSEA Policy

C. Affiliate Membership

2. Affiliate members shall be entitled to such Association services and benefits as may be approved by the Board of Directors.

Affiliate Members:

Services and benefits to affiliate members are provided in the appropriate affiliated agreements approved by the Board of Directors.

D. Student Membership

3. Student members shall be entitled to such Association services and benefits as may be approved by the Board of Directors.

Student Members:

The following services and benefits are available from PSEA to student members:

1. Every member publications
2. Special Services
3. Legislative program — lobbying
4. Representation on the following PSEA Committees: Communications, Intergroup Relations, Leadership Development, Professional Rights and Responsibilities, Special Education, Instruction and Professional Development, Legislation, PACE, Resolutions, and VPAE
5. Attendance at PSEA Education and Leadership Training Conferences
6. Personal legal services, which provide the member with two one-half hour free consultations per year and a 30% reduction in fee

In addition, student members in NEA will receive NEA publications and will be covered by the NEA/EEL insurance policy.

E. Associate Membership

2. Associate members shall be entitled to such Association benefits and services as may be approved by the Board of Directors.

Associate Members:

The following services and benefits are available from PSEA to associate members:

1. Every member publications
2. Member Benefits (only to associate members who are advisors to Student PSEA chapters).

F. Retired Membership

2. Retired members shall be entitled to such Association services and benefits as may be approved by the Board of Directors.

Retired Members:

The following services and benefits are available from PSEA to retired members:

1. Every member publications
2. Special services after retirement
3. Legislative program — lobbying
4. Legal services as outlined in PSEA policy
5. Personal legal services, which provide the member with two one-half hour free consultations per year and a 30% reduction in fee
6. One representative on every PSEA committee (House of Delegates - May 1994)

G. Substitute Membership

2. The Board of Directors shall establish the dues for substitute members and shall determine the Association services and benefits to which they shall be entitled.

Substitute Members:

The PSEA annual dues are $25; NEA annual dues are $15. There is no requirement of unification with NEA or at the local level.

The following services and benefits are available from PSEA to substitute members:

1. Every member publications
2. Special services
3. Personal health and insurance benefits offered through the PSEA Health and Welfare Fund
4. Attendance at PSEA workshops, conferences, and training seminars
5. Personal legal services, which provide the member with two one-half hour free consultations per year and a 30% reduction in fee.

    In addition, substitute members in NEA will receive NEA publications and will be covered by the NEA/EEL insurance policy.

**Services to Members**

All levels of governance may organize and operate discount programs in accordance with the guidelines of the Special Services Board as approved by the PSEA Board of Directors.

No representative from any vendor in direct competition with any PSEA endorsed vendor shall be invited or permitted to attend any PSEA conference, convention or workshop in his or her capacity as a representative of such vendor.

Displays and presentations to PSEA conferences, conventions, and workshops shall be limited to programs which are either endorsed or not in competition with endorsed programs, except with the approval of the president.

**Membership in Professional Organizations**

PSEA shall take whatever action is necessary to challenge the legality of any decision that forbids an individual from seeking, initiating, or continuing membership in the United Education Profession or any affiliate.

**Protection of Members**

PSEA will not tolerate intimidation, coercion, or acts of violence against Association members in the exercise of their rights and responsibilities as Association members. Members who have been, or suspect that they may be, subjected to such treatment should contact PSEA headquarters immediately through their regional field director or UniServ representative. In consultation with the affected members, the president and executive director are authorized to take every appropriate action. Such action might include notification of legal authorities, the hiring of private investigators, the posting of a reward, or the institution of criminal or civil suits. Each instance will be handled confidentially or will be publicized as is appropriate under the given circumstances.

(House of Delegates December, 1976)

6. **RULES OF PROCEDURE FOR HEARINGS AND DUE PROCESS**

**Authority**

These rules are adopted pursuant to Article II of the PSEA Constitution and Articles I and X, Section C of the PSEA Bylaws which, when read in conjunction, empower the PSEA Board of Directors to censure, suspend, or expel members who engage in conduct which is inconsistent with the stated purpose and objectives of PSEA.
PSEA CONSTITUTION ARTICLE II, PURPOSE

The purpose of this Association shall be to promote the general educational welfare of the state, to protect and advance the interests of its members, to foster professional zeal, and to advance educational standards.

PSEA BYLAWS ARTICLE I, OBJECTIVES

A. To protect and advance the organizational security and other legitimate interests of local associations in their disputes with, and strikes against, employers.

PSEA BYLAWS ARTICLE IV, BOARD OF DIRECTORS

A.2. To censure, suspend, or expel a member of the Association for reasons which are described in the constitution and bylaws and in a manner which guarantees the due process rights of the member.

A.4. To censure, suspend, or expel members for conduct which is inconsistent with the Association's stated purpose and objectives. No member, however, shall be so disciplined without due process. The Board of Directors shall also have the authority and power to reinstate members.

The Professional Rights and Responsibilities Commission shall have the power to investigate cases of alleged violations of the PSEA Code of Ethics of the Education Profession. After investigation, due notice, and hearing, the Professional Rights and Responsibilities Commission shall have the power to recommend to the Board of Directors censure, suspension, or expulsion of any member for violation of the code.

The Educational Support Personnel Review Committee shall have the power to investigate cases of alleged violations of educational support personnel member responsibility. After investigation, due notice, and hearing, the Educational Support Personnel Review Committee shall have the power to recommend to the Board of Directors censure, suspension, or expulsion of any member for such violation.

The Professional Rights and Responsibilities Commission or the Educational Support Personnel Review Committee, where appropriate, after investigation, due notice, and hearing, shall have the power to recommend to the Board of Directors the application of a sanction to any member, individual, or agency.

The Board of Directors shall have the power to review and to accept, reject, or modify after hearing, if requested, the recommendation of the Professional Rights and Responsibilities Commission and the Educational Support Personnel Review Committee.

Any member subject to censure, suspension, or expulsion shall have the right to appear in his or her own behalf before the Board of Directors. The Board of Directors shall have the power to reinstate any suspended or expelled member.
PSEA BYLAWS ARTICLE X, REMEDIES

C. Member Discipline

1. A member may be censured, suspended, or expelled for a violation of the appropriate code of ethics of the Association or for conduct which is inconsistent with the Association's stated purpose or objectives.

3. A charged member shall be provided with due process guarantees.

B. DEFINITIONS

1. **Alternate dispute resolution process** means a collaborative conflict resolution procedure involving the charging and charged members, facilitated by the Association pursuant to policy guidelines.

2. **Board** means the PSEA Board of Directors.

3. **Censure** means an action taken by the Board which officially condemns the conduct of a member. A copy of this action shall be sent to the member and may be given such other circulation as the Board deems appropriate.

4. **Charge** means a written allegation, filed with the Commission on a form provided for such purpose, that a member has committed a violation.

5. **Charged party** (respondent) means a member of PSEA against whom proceedings are initiated pursuant to these rules, or, for purposes of the procedural rights afforded by the rules, the designated advocate.

6. **Charging party** (complainant) means the PSEA member, or local association who initiates the charge or, for purposes of the procedural rights afforded by these rules, the designated advocate.

7. **Commission** means the commission or committee established pursuant to Article IV A4 of the PSEA Bylaws to investigate cases of alleged violations and to recommend to the Board discipline against members found guilty of such violations.

8. **Conflict Resolution Through Collaboration** means a voluntary dispute resolution procedure involving the charging and charged members, facilitated by the Association pursuant to policy guidelines.

9. **Days** mean calendar days.

10. **Designated advocate** means the person chosen by the charged party or charging party to act as his/her spokesperson. The designated advocate must be a member of PSEA.
11. **Expulsion** means an action taken by the Board to terminate the membership of a member in PSEA.

12. **Governing body** means the governing body of a local association as designated by the local association's governing documents.

13. **Hearing officer** means a member of the hearing panel designated to conduct the hearing.

14. **Hearing panel** means a group of three to five members selected by the Commission chairperson and/or his or her designee to make findings of facts in hearings involving alleged violations and submit those findings with recommendations to the Commission.

15. **Local association** means a local association of PSEA as defined and described in Article IX of the PSEA Bylaws.

16. **Member** means a member of PSEA.

17. **Reinstatement** means to restore to a suspended or an expelled member all rights and benefits of membership in PSEA. Any person reinstated to PSEA membership shall acquire only those rights, privileges, and benefits of a new member and shall not reacquire any past benefits, offices, or accrued rights held at the time of suspension or expulsion.

18. **Request For Conflict Resolution Through Collaboration** means a written request for conflict resolution through collaboration filed with the commission on a form provided for such purpose by or on behalf of one or more members.

19. **Suspension** means an action taken by the Board to deprive a member of any or all rights and benefits of membership for a period of time not to exceed two (2) calendar years.

20. **Violation** means conduct which is inconsistent with the Association's stated purpose or objectives, or is in violation of the appropriate PSEA Code of Ethics.

### C. INITIATION OF PROCEEDINGS

1. A charge that a member has committed a violation shall be drafted on a form which the Commission provides for such purposes.

2. A charge shall contain statements which identify the alleged conduct of the charged party, and specific references to the appropriate Code of Ethics or the Constitution and Bylaws that the conduct allegedly violated.

3. A charge against a member alleging strikebreaking shall be filed only by and in the name of the striking local association. Such charge(s) shall not be filed until its content and submission are approved by the governing body of the local association which seeks to file the charge(s).
4. A charge against a member alleging conduct other than strikebreaking shall be filed by the charging party in his or her own name.

5. A charge shall be filed concurrently by the charging party with the Commission and the charged party by certified mail, return receipt requested. The charge may be personally delivered to the charged party. The charging party shall indicate on the charge that a copy was delivered to the charged party, and the method of that delivery.

6. A charge must be filed not more than 60 days after the alleged conduct occurred, or after the charging member knew or should have known that the alleged conduct occurred, or after notice is received by the commission that conflict resolution through collaboration was refused or unsuccessful, provided the request for conflict resolution through collaboration was filed within the appropriate 60-day period.

7. A charge must be filed not more than 90 calendar days after:
   a. The alleged conduct occurred, or after the charging member knew or should have known the alleged conduct occurred; or
   b. Notice is received by the commission that conflict resolution through collaboration was refused or unsuccessful, provided the request for conflict resolution through collaboration was filed within the appropriate 90 day period.

D. COMMISSION ACTION

1. Upon receipt of the charge, the Commission will provide to the parties written notice of receipt of the complaint, and information of their rights and procedures under the Rules.

2. The Commission shall review each charge no later than its first meeting following the filing of such charge. The Commission may refer the charge to an alternate dispute resolution process provided by the Association, transfer the matter for disposition in accordance with the procedures outlined in the Section F of these Rules (“Hearing”), and/or take such other action that the Commission deems appropriate to resolve the matter.

3. The Commission shall dismiss a charge if any of the following conditions exist:
   a. The charge is filed more than 60 days after the alleged conduct or the awareness of the effect of the alleged conduct in question occurred.
   b. The charge is filed more than 60 days after notice is received by the commission that conflict resolution through collaboration was refused or unsuccessful, provided the request for conflict resolution through
collaboration was filed within the period specified in subsection (a) of this section.

c. The Commission fails or refuses to act on the charge no later than its first meeting following the filing of the charge.

d. The charge on its face fails to identify specific references to the appropriate PSEA Code of Ethics or Constitution and Bylaws. The charge may be refiled within 30 days of the Commission’s action.

e. The written statement of the charge has not been supplied to the charged member. The charge may be refiled within 30 days of the Commission’s action.

f. A charge refiled pursuant to this section fails to correct the original defect.

4. The Commission shall notify the charged party and the charging party of its disposition of the charge by certified mail, return receipt requested. If the disposition is to dismiss the charge, such notice shall include the reasons.

E. PRE-HEARING

1. A conference shall be conducted by a representative of the Commission with each party regarding hearing procedures.

2. The charging party and the charged party shall disclose upon request to each other the information they intend to present at the hearing.

F. HEARING

1. Upon approval by the Commission chairperson and/or his or her designee shall select a hearing panel from a hearing panel from the pool of PSEA members compiled by the Commission and shall designate one as a hearing officer.

2. The Commission chairperson may consolidate for hearing two or more charges which are filed under these Rules where it is determined that:

   a. The charges raise one or more common issues;

   b. The interests of efficiency would be served; and

   c. The consolidation would not prejudice the interest of any charged party or charging party.

   The hearing for all charges shall be conducted by the same panel.

3. The hearing officer or his/her designee shall schedule a hearing on the charge and shall by certified mail, return receipt requested, notify the charged party and the charging party of the place, date, and time of the hearing.
4. If the hearing is conducted at a place more than 100 miles from the residence of the charged party, PSEA shall pay the cost of travel, room, and/or meals of the charged party reasonably necessary to his or her attendance at the hearing.

5. Attendance at hearings shall be limited to the hearing panel, Commission staff advisor(s), region Commissioners, the parties and witnesses who conduct themselves in an orderly manner. The hearing officer may admit or exclude other persons and invoke sequestration procedures at his or her discretion.

6. Evidence in support of the charge shall be presented by the charging party. The charged party and the charging party shall have the right to appear at the hearing, to present witnesses and other evidence on his or her behalf, to cross-examine witnesses and to make brief opening and closing statements.

7. The case against the charged party shall be presented before the charged party presents his or her response, provided that each party shall have the opportunity for rebuttal. Witnesses may testify either in narrative form or through questions and answers. All relevant non-repetitious information shall be admissible as evidence. Upon timely request by the charging party or the charged party, or upon the hearing officer’s own initiative, a stenographic transcript of the hearing shall be prepared.

8. Private counsel who is not a member of PSEA may be present but shall not directly participate in the hearing procedures on behalf of any party.

9. If, without good cause, the charged party does not appear at the hearing, the hearing officer may proceed with the hearing, and the hearing panel may render a report of its findings.

10. With the written consent of the charging party and the charged party, the hearing panel may render a report based on the written submission of the parties without a hearing.

11. The hearing officer shall afford the charged party and charging party a reasonable opportunity to submit post-hearing written arguments. Within 45 days after the date established for the submission of any post-hearing written arguments, or within 45 days after the conclusion of the hearing if no post-hearing written arguments are to be submitted, the hearing panel shall render a report of its finding to the Commission.

G. POST-HEARING PROCEDURES

1. The Commission no later than its next meeting following receipt of the report of the hearing panel shall review the report, make additional findings where applicable, and submit recommendations to the Board. The findings and recommendations shall be submitted in writing to the Board within 45 days of the Commission’s action.
2. A copy of the Commission's findings and recommendations to the Board shall be sent to the charging party and charged party, return receipt requested.

3. The Board shall review the findings and recommendations by the Commission and either accept, reject, or modify the recommendations. The Board may censure, suspend, or expel members who are found guilty of the charges.

4. If the Commission recommends censure, suspension, or expulsion of a charged party, he or she has a right to appeal the recommendation of the Commission to the Board, as provided in the section "Appeal To the Board." A copy of the transcript of the hearing shall, upon request, be made available to the charged party to assist in preparation for the appeal. The copy of the transcript remains the property of PSEA and must be returned at the conclusion of the appeal.

5. Within 45 days after the deadline established for submission of a request for an appeal to the Board by the charged party or the conclusion of any such appeal which ever is later, the Board shall render its decision.

6. The decision of the Board is final. The decision shall be in writing, shall be sent by certified mail, return receipt requested, to the charging party(s) and the charged party(s), and shall be postmarked within 15 days of such decision.

**H. APPEAL TO BOARD**

1. If the Commission recommends censure, suspension, or expulsion of a charged party, he or she may within 30 days of his or her receipt of the recommendation of the Commission file a written request with the president of PSEA for an Appeal To the Board. An appeal of the recommendation of the Commission is not a retrial of the charge heard by the hearing panel.

2. An appeal to contest a recommendation of the Commission shall only be granted on the following grounds:

   a. **Errors of Procedure** - irregularities in the procedures which were utilized;

   b. **Errors of Law** - misinterpretation of the applicable Association document;

   c. **Errors of Fact** - findings by the hearing panel and/or the Commission which are not supported by the record;

   d. **Errors of Recommended Penalty** - allegations that the recommended penalty is too severe or discriminatory.

3. A request for an appeal shall specify the basis for the request enumerating the particular grounds upon which the charged party contests the recommendation of the Commission, and must be based solely upon the record of the case. The request shall identify the specific portions of the record that support the grounds.
stated. The charged party may request to present oral argument before the Board, or in lieu thereof may submit written argument, with the request for an appeal.

4. The president shall provide a copy of the written request to the chairperson of the Commission. The chairperson or his or her designee may file a written response with the president, and shall send a copy to the charged party by certified mail.

5. The Board shall consider the written submission by the charged party and the written response by the Commission and, if requested, oral argument as part of its review of the Commission's recommendation. The Board shall schedule oral argument pursuant to the section "Oral Argument."

I. ORAL ARGUMENT

1. Upon receipt of a written request for an Appeal To the Board requesting oral argument, the president shall notify the charged party, the charging party, and the chairperson of the Commission of the date, time, and location of oral argument. The notice shall be sent to the charged party and the charging party by certified mail, and shall state the parameters of the oral argument.

2. Oral argument shall be limited to the grounds upon which the appeal was granted. Oral argument shall be based only on the record of the case. Oral argument shall not be a retrial of the charge heard by the hearing panel.

3. Board members shall be given the chronology of the case, the report and recommendation of the Commission, the grounds upon which the appeal was accepted, the written request by the charged party, and the written response by the Commission before arguments are presented.

4. The president or designee shall serve as presiding officer of the oral argument. The presiding officer shall make a preliminary explanation at the opening of the oral argument as to the purpose in limiting the issues to the grounds upon which the appeal was granted, and explain that oral argument is not a retrial of the initial charges. The presiding officer shall then state the specific violations found by the hearing panel and discipline recommended by the Commission.

5. The presiding officer shall instruct the parties to confine their remarks to the grounds upon which the appeal was granted, based only on the record of the case. The order of appearance of participants shall be:

   a. Argument by the charged party;

   b. Response by the Commission designee;

   c. Questions from members of the Board to the parties.
J. REINSTATEMENT

1. **Suspension.** At the end of the state period of suspension, reinstatement of the member suspended shall be automatic.

2. **Expulsion.** Reinstatement of a member who is expelled from PSEA shall only be through action taken by the Board.

   a. The expelled member may, after two calendar years from the date of expulsion, submit to the Board, through the local association, an application for membership and an affidavit demonstrating why the Board should reinstate his or her membership. The local association may attach a resolution of it governing body stating its agreement or disagreement with the application for reinstatement.

   b. The local association in which the expelled member would be otherwise eligible for membership may, after two calendar years from the date of expulsion, submit to the Board a petition to terminate and commute the expulsion.

   c. Within 60 days of the receipt of such application and affidavit, the Board shall:

      i. Reinstate the expelled member;

      ii. Accept the expelled member's affidavit, but continue the expulsion and indicate in writing the reasons therefore; or

      iii. Request the Commission to schedule a hearing in order to determine whether to lift or continue the expulsion. The hearing shall be conducted according to the procedures set forth in the section entitled "Hearing", except that the expelled member shall present his or her case prior to presentation of any evidence against reinstatement.

      iv. In the case of a petition, grant or deny the petition.

7. STRIKES

**Local Association Strikes**

The Association shall use every responsible means to aid in avoiding a strike by a local association of the PSEA. In those instances in which there is no other alternative, the state Association will support only those strikes which are consistent with law.

Should any local association seriously consider attempting a strike on a chosen date, the responsible staff member is required to inform local leaders of all factors of risk to local associations which are involved.
PSEA Policy

PSEA staff and legal counsel should be consulted for advice on the legality of a strike action. This procedure will allow local associations to know whether the provisions of law would be satisfied in their case, or whether other alternatives are available for impasse resolution.

Staff members shall avoid being the prime movers in making the decision to strike in any school district. However, if there is no alternative to strike action, the staff is authorized to offer all staff support which is consistent with law and PSEA policy. It is understood that such assistance does not automatically include financing of the strike by the state Association.

Statewide Strikes or Other Actions

Any consideration of PSEA support of a statewide withdrawal of services or the imposing of sanctions by professional school personnel in Pennsylvania will be preceded by full and reasonable attempts to ameliorate conditions harmful to education which have created problems of statewide crisis proportions.

The determination of the PSEA position with respect to a statewide withdrawal of services or the imposing of statewide sanctions by professional school personnel will require the following procedures:

1. Advice to members of the effect upon them of the adoption of a particular course of action. VOICE and other communications services shall be used to inform the members of all elements affecting their judgments.

2. A statewide plebiscite of all PSEA members to determine the will of the membership regarding support of any statewide action for the withdrawal of services or the imposing of sanctions, such actions to be taken only by the Board of Directors.

3. The determination by the PSEA Board of Directors approved by a regular or special PSEA House of Delegates of the course of action to be followed by the Association in support of any statewide decision involving the withdrawal of services or the imposing of sanctions as indicated by the plebiscite.

Formal consideration of statewide sanctions will be preceded by appropriate in-depth inquiries by the PR&R Commission under its rules of procedure and recommendations for action made by the commission to the Board of Directors.

Local Association Strikes Under Court Injunctions

Executive officers and staff of PSEA shall not advise the violation of a lawful injunction or, themselves, by any action or advice, be in disobedience of a lawful injunction. Any deviation from this policy will be the individual responsibility of the executive officers and/or staff members involved.

Should a local association strike be enjoined by lawful order of a court of competent jurisdiction, staff members are held responsible for carefully counseling the local
association on its legal responsibilities and liabilities should it disobey the injunction and shall accurately record and file their recommendations with PSEA. PSEA legal counsel must in all such cases be consulted in advance, but in no case will the state Association be responsible for a local decision which is in disobedience of a court injunction. However, PSEA legal services will remain available for challenging the propriety of an injunction.

8. LEGAL SERVICES

Eligibility

In order to be eligible for PSEA legal assistance, a person must meet the following three eligibility requirements:

Appropriate membership in PSEA at the time the Application for Legal Assistance is filed;

Appropriate membership in PSEA during the preceding school year; unless the applicant was not eligible for such membership at the time;

Appropriate membership in PSEA at the time of the event which precipitated the filing of the Application for Legal Assistance.

PSEA will consider as eligible for legal services a retired member who has joined PSEA-R and who needs legal assistance relating to a retirement issue relating back to his/her employment while a PSEA member, so long as his/her membership in PSEA, as an active member was continuous for 90% of his/her service including the last five years of his/her active employment up to retirement.

Coverage

Member

PSEA shall provide an eligible member with legal advice from a PSEA attorney on a legal problem which is employment-related.

PSEA shall provide an eligible member with legal representation by a PSEA attorney on a legal matter which is employment-related, subject to reasonable regulations which PSEA adopts to implement this policy.

The PSEA Legal Services Program does not discriminate against applicants on the basis of race, color, national origin, creed, gender, sexual orientation, age, handicap, marital status, or economic status. This addition is required of all state affiliates of the NEA.

Association

PSEA shall provide an association with legal advice from a PSEA attorney on a legal problem which affects the legal status, rights, or responsibilities of the association.
PSEA Policy

PSEA shall provide an association with legal representation by a PSEA attorney on a legal matter which affects the legal status, rights or responsibilities of the association, subject to reasonable regulations which PSEA adopts to implement this policy.

Procedure

A member or association shall contact the UniServ representative to obtain an application for legal assistance. The UniServ representative shall mail the applicant the appropriate application, a letter, and a copy of the PSEA policy in question-and-answer form. The applicant shall complete two copies of the application, keeping one for his/her records and transmitting the other to the UniServ representative. The UniServ representative shall then make two copies of the application, transmitting one to the local association president. The UniServ representative shall then contact the local association president to ascertain whether the association supported the application and whether the applicant was an eligible member. He/she shall transmit this information to the region attorney together with the application and application fee. At this point, the region attorney shall complete the appropriate legal assessment form and transmit the forms and application to the PSEA general counsel. The region attorney shall also transmit copies of the legal assessment form to the region president and the UniServ representative. The region attorney shall retain a copy of the application and legal assessment form for his/her files.

The PSEA general counsel shall then decide whether to approve or reject the application. If the decision is to approve, general counsel shall mail the appropriate letter to the applicant, region attorney, UniServ representative, regional field director, and region president. If the decision is to reject, a different letter shall be mailed to the same parties together with an explanation to the applicant of how he/she might appeal the decision. If the applicant decides to appeal the general counsel’s decision, he/she shall be entitled to present his/her case to the PSEA president and vice president or their designees and an officer of the PSEA designated by the PSEA president in Harrisburg. The decision of this committee shall be final.

The practice has been and will continue to be that PSEA will provide legal services at the initial level to any member who needs representation due to an involuntary loss of employment, such as a dismissal or furlough. If the initial level is a grievance, the local association shall approve going to arbitration.

In a grievance arbitration proceeding, the local association must approve going to arbitration.

However, the PSEA general counsel may deny funding in a dismissal case upon recommendation by the region attorney where the region attorney shows that a reasonable settlement offer has been made by the employer, but refused by the member, and where the region attorney and general counsel are of the opinion that the member has no reasonable chance of prevailing in a dismissal hearing. When the settlement has been offered in grievance arbitration, the local association must also approve the settlement.
If the member then chooses to proceed to a board hearing and his/her own expense and prevails on the merits, PSEA will reimburse the member for legal fees at the rate of $75 per hour to a maximum of $10,000. This option shall only be available where PSEA denies funding of the case.

In the event a member requests to appeal the decision of the general counsel, as set forth below, reasonable adjustments may be made to the appeal process in order to expedite the decision of the appeals committee.

**Appeal Procedure**

The PSEA general counsel shall mail a Notice of Intent to Appeal form with the notification that the applicant's application has been rejected.

The applicant shall return such form to the executive director of PSEA within fifteen (15) days of receipt.

A Governance Appeals Committee consisting of the PSEA president, vice president, or their designees, and an officer of the PSEA designated by the PSEA president shall set a meeting date to hear the appeal, such date to be within twenty (20) days of receipt of the applicant's notice of intent to appeal.

The executive director shall notify the applicant of the time, date and place of the hearing. Such notice shall be mailed at least ten (10) days in advance of such hearing. The hearing shall be held at PSEA headquarters in Harrisburg, unless otherwise agreed by the committee.

The executive director's communication to the applicant shall apprise him/her of his/her right to have any person or persons speak on his/her behalf at the hearing.

The committee shall issue its decision within five (5) days of the hearing. Such decision shall be final and shall be communicated immediately to the applicant and the appropriate UniServ representative in writing.

An applicant whose application is rejected by PSEA may appeal to the NEA, but on the sole ground that PSEA failed to process the application in accordance with the PSEA legal services policy.

**Miscellaneous Legal Services Policies**

1. PSEA shall not discriminate against applicants for PSEA legal services on the basis of race, color, national origin, creed, general sexual orientation, age, handicap, marital status, or economic status.

2. The criterion used by the PSEA general counsel in deciding whether or not to fund a case shall be legal merit only, which means that the decision shall be based on the probability of success. Where an application is rejected on that basis and the member or association has the right of appeal to the Governance Appeals
Committee, the committee may consider other factors such as the integrity of the Association and the particular equities of the case.

3. Where a member applies in writing for and is denied legal services, such denial shall be in writing and shall include a statement regarding the member's appeal rights.

9. **CONFLICT OF INTEREST**

**Conflict of Interest - Employee**

**Statement of Intent**

The relationship between PSEA employees and PSEA members is fiduciary in nature. Members must have complete confidence in the integrity of the employees who serve and counsel them.

This code has been developed with this consideration in mind. It is designed to guarantee that members never have reason to believe that a PSEA employee used his/her position in the Association to further his/her own interests or the interests of any persons or organizations whose objectives are inconsistent with the best interests of the Association.

**Standards of Conduct**

An employee shall not accept anything of value from any person, group, institution, or organization where it might reasonably be inferred that the offer was tendered to influence the employee's actions while serving in his/her official capacity.

An employee shall not participate in any Association matter where it might reasonably be inferred that he/she participated in order to serve his/her personal, financial interests.

An employee shall not use “inside” information to advance his/her personal, financial interests.

An employee shall not provide service to any person, group, institution, or organization whose objectives are inconsistent with the best interests of the Association.

**Implementation and Enforcement**

The executive director shall have the responsibility for implementing and enforcing the Employee Conflict of Interest Policy. In discharging this responsibility, the executive director shall, among other things:

Make copies of this policy available to all employees;

Establish a procedure by which employees may obtain appropriate guidelines as to the applicability of this policy to a particular set of facts;
Resolve any questions that may arise regarding the interpretation or application of any of the provisions of this policy; and

Take appropriate corrective action to deal with violations of this policy.

The executive director shall monitor the operation of this policy and recommend to the Board of Directors such modifications in it from time to time as may be deemed appropriate.

**Conflict of Interest Officials**

**Statement of Intent**

Every member of PSEA is entitled to have complete confidence in the integrity of the Association. Every PSEA official must help to earn and honor that trust by avoiding any action which might result in a conflict relevant to the full performance of his/her official duties and responsibilities.

This policy is adopted to prevent officials of PSEA from using their official positions to advance their personal, financial interests and to ensure that PSEA members never have good reason to question the integrity of the PSEA officials who were selected to serve their best interests.

**Standards of Conduct**

An official shall refrain from making substantial investments in, or accepting an official position with, any enterprise which he/she knows or should know transacts business with, or may seek to transact business with the Association or with Association members.

An official shall refrain from participating as an official in any matter affecting an enterprise in which such official has a personal, financial interest where it could reasonably be inferred that he/she participated in order to serve his/her personal, financial interests.

An official shall not accept anything of value from an enterprise which is doing business, or seeking to do business, with the Association or with Association members where it could reasonably be inferred that the official's objectivity in the performance of his/her official duties might be affected by his/her accepting the thing of value.

An official shall not accept or retain any other Association position where it is reasonable to infer that his/her objectivity in the performance of his/her official duties will be impaired with respect to decisions he/she may be called upon to make as an official.

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4 Official means a person who serves as an elected or appointed member of a PSEA committee, commission, board, task force, council, or as a member of the PSEA Board of Directors, but shall not include PSEA officials, other than members of the PSEA Board of Directors, who are selected to serve as trainers, paid or unpaid, of PSEA endorsed training programs, such as LEAST, BEST, and Projects PRIDE and TEACH.
PSEA Policy

An official shall not disclose Association information which is confidential in nature and which was procured by reason of his/her official position to any person, group, institution, or organization which the Association did not authorize or intend to receive such information.

Enforcement

Filing of Charges

A charge to the effect that a PSEA official is in violation of this policy may be filed by any PSEA member.

A member shall file the charge with the chairperson of the Professional Rights and Responsibilities Commission (Commission). Such charge shall be in writing and shall be signed and dated by the charging party with copy of the charge to be sent to the charged official.

Investigation

The Commission shall select three PSEA members from its pool of factfinders—one of whom shall be employed in the same region as the charged official—to serve as an investigation committee.

The investigation committee shall investigate the charge and incorporate its findings and conclusions into a written report, which it shall submit to the Commission.

If the report concludes that there has been a violation of this policy and that a conflict of interest exists, the Commission shall recommend a method for eliminating such conflict (e.g., divestiture of stock, disclosure, resignation), and by its chairperson, shall submit such report and recommendations to the charged official.

In its notification to the charged official, the Commission shall specify a reasonable period of time during which the charged official must comply with the recommendations.

Compliance

Elected Officials

In the event the charged party is an elected official, other than a member of the PSEA Board of Directors, and such official refuses to comply with the Commission's recommendations within the time provided, the following steps shall be taken:

The Commission shall submit its report and recommendations to the appropriate region president, the PSEA president and the PSEA executive director with a recommendation to the region president that the charged official be removed from office;

5 Where a charge is brought against a commission member, such member shall not participate in any commission activity which is called for by this policy.
The region president shall take the necessary steps to have the charged official removed in conformity with the region constitution and bylaws.

The decision reached at the region level pursuant to its constitutional removal procedure shall be final.

**Appointed Officials**

In the event the charged party is an appointed official and such official refuses to comply with the Commissions recommendations within the time provided, the following steps shall be taken:

The Commission shall submit its report and recommendations to the appropriate region president, the PSEA president, and the PSEA executive director with a recommendation to the PSEA president that the charged official be removed from office;

The PSEA president shall bring such report and recommendations to the PSEA Board of Directors which shall vote on the removal of such charged official.

The decision of the PSEA Board of Directors shall be final.

**Members of the Board of Directors**

In the event the charged party is a member of the PSEA Board of Directors and such member refuses to comply with the Commission's recommendations within the time provided, the following steps shall be taken:

The Commission shall submit its report and recommendations to the charging party together with notice that the charged official has failed to comply with its recommendations within the time provided;

The charging party may thereafter seek to have the charged official impeached or censured, suspended, or expelled, as provided for in the PSEA Constitution and Bylaws and the procedure adopted to implement such provisions.

**10. GENERAL POLICIES**

**Affirmative Action**

The PSEA Board of Directors reaffirm its commitment to affirmative action and make an assertive effort to recruit and employ more ethnic minorities. The Board of Directors actively encourage its local affiliates to work more diligently toward inclusion of ethnic minority members within its structure of governance, implement the PSEA 3-1.g Plan, and facilitate the election of ethnic minority members as delegates to the House of Delegates and NEA-RA.

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6 The impeachment process shall become effective as of the date of its adoption by the PSEA House of Delegates. Until such time, a member of the PSEA Board of Directors may be recalled by the House of Delegates.
PSEA Policy

AFL-CIO

PSEA shall oppose any merger requiring affiliation with AFL-CIO. The executive officers shall work actively to oppose such merger. (House of Delegates - May 1973)

Archives

PSEA shall maintain archives in Harrisburg.

Conference Activities and Fund-Raising Policy

To conduct fund-raising activities at the Summer Leadership Conference, a letter of intent shall be forwarded to the Leadership Development Committee chairperson no later than the registration deadline for the Leadership Conference. The Leadership Development Committee chairperson shall send a letter of confirmation or rejection prior to the first day of the conference.

To conduct sanctioned activities (i.e., surveys, presentations, demonstrations) that are not a part of the Leadership Conference program, or that require use of college facilities, a letter of intent, with full explanation and samples of appropriate materials, shall be forwarded to the Leadership Development Committee chairperson no later than the registration deadline for the Leadership Conference. The Leadership Development Committee chairperson shall send a letter of confirmation or rejection prior to the first day of the conference.

Contracted Services

Whenever possible, consistent with the need to obtain qualified, competitive bidding on contracts and services to PSEA, and to make an award to the lowest possible bidder for purchase of goods/services in excess of $20,000, it is PSEA's policy to:

1. Engage contracted services/suppliers with organization who are unionized where possible.

2. Engage minority owned and women owned service contractors and suppliers.

3. Engage contracted services/suppliers who have affirmative action policies for hiring women and minorities. Affirmative action does not mean hiring quotas but means good-faith efforts to recruit, hire, and promote qualified minority members and women and to show reasonable results over a period of time in implementing that policy.
Financial Obligations

PSEA BYLAWS ARTICLE X — REMEDIES

C. Member Discipline

2. Any member who is not current with his or her financial obligation to any local association, the Association, or National Education Association shall not be entitled to represent the Association in any elected, appointed, or official capacity.

Mailings Policy

Information on new special services programs will be mailed through the office of the president. Names and addresses of PSEA members will not be released directly to special services carriers.

Upon written request to the office of the PSEA president, region presidents shall receive the names and addresses of their pre-registered region delegates to the state and national conventions at least two weeks prior to the convention. All region presidents shall receive reregistered delegate lists to state and national conventions at the Board of Directors meeting immediately preceding that convention. Upon written request to the office of the PSEA president, region presidents shall receive the names and addresses of certified delegates in attendance at conventions no later than two weeks following the convention.

Any other request for mailing lists shall be made in writing to the office of the president for presentation to the Board of Directors for approval or rejection. A copy of the materials to be distributed must accompany the written request.

No materials contrary to PSEA policy or purpose will be mailed to any PSEA members.

Mailings/Signatures

Mailings to association elected leadership and members shall be sent over the president's signature. Mailings to staff shall be over the executive director's signature. Where appropriate, mailings should be over both the president's and executive director's signature.

A coordinated mailing to local association presidents shall be sent on Wednesday of every week.

Participation in Association-Sponsored Functions

The participation in Association sponsored functions by non members who are eligible for any category of PSEA-NEA membership shall be restricted. Exceptions to this policy shall be with the permission of the region president if the function is regional and/or state president if the function is statewide. The appropriate president will direct that procedures for policing this policy will be established. (House of Delegates – December 1986)
PSEA Policy

**Participation in Association Sponsored Region Continuing Professional Education**

The participation in Association sponsored Region Continuing Education programs by non members (including agency fee payers) who are eligible for any category of PSEA-NEA membership shall be restricted. A region may adopt a policy to allow nonmembers to participate so long as such participants are charge an hourly fee to be determined by the Board of Directors. Any such fee shall be in addition to any fee charged to members and shall be applied to the statewide Region Continuing Professional Education Program.

**Participation in Fund-Raising Activities**

To conduct fund raising activities at Gettysburg, a letter of intent shall be forwarded to the Leadership Development Committee chairperson no later than the registration deadline for the leadership workshop. The Leadership Development Committee chairperson shall send a letter of confirmation.

**Political Action**

The PSEA shall not support any particular political party.

The PSEA shall not provide its mailing list to any political party or individual for political purposes.

The PSEA shall publish statements of major candidates in its publications providing such statements are considered in the best interest of the Association's aims and objectives.

The PSEA shall use its full weight to eliminate macing and other political abuses of members and will support educators who are victims of such practices.

The PSEA shall not contribute corporate funds to candidates for public office or campaign committees established for political purposes.

**Professional Standards and Practices Commission**

Applicants for the PSPC will be screened and interviewed by a committee. This committee will include the president of PSEA or his/her designee. The chair and vice chair of the IPD Council, a member of the PSEA Board of Directors, and a member at large. Upon completion of its task the committee will send the recommended candidates to the PSEA Board of Directors for action.

Applications from all applicants will be kept on file in the Education Services Division for one year following application.

In the case of a vacancy which occurs other than the expiration of a regular term, the PSEA president will select a qualified candidate to recommend to the Governor after consultation with the established PSPC screening committee.
The PSCP screening committee will have the additional responsibility to recommend to the PSEA Board of Directors associate members to serve as NCATE observers.

**Protocol**

Local and region president will be notified when local members and/or local administrations are recruited to participate in PSEA functions outside the local association.

**Public School Employees' Retirement System**

The PSEA Board of Directors shall present to the PSEA House of Delegates each year a nominee for endorsement as a candidate for election to the PSERS Board of Trustees. A nominee shall be presented for each position to be elected as appropriate. (House of Delegates - May, 1985)

**Publications**

The spokesperson for the Association in external and internal publications shall be the president unless this responsibility is assigned to a designee.

All statements concerning local associations shall be approved by local association leadership before publication.

All media statements shall be shared with the Board of Directors and management staff.

Advertising in the PSEA VOICE shall be limited to endorsed programs only.

The VOICE of the Pennsylvania State Education Association is designated as the official publication of the Association.

Listed are the publications that PSEA Board Members will receive: The Voice for Education (PSEA), Faculty Leader (PSEA), Presidents' Mailbag (PSEA), NEA Today (NEA), NEA Now (NEA), Education Week (paid for by PSEA), and PSBA's Information Legislative Service (provided complimentary in exchange for The Voice for Education).

Smoking at PSEA-sponsored events shall take place only in designated areas. The staff assigned to coordinate the event, in compliance with the policies of the hosting site, shall make sure that registration materials clearly indicate the location of designated smoking areas. PSEA regions are encouraged to establish a similar policy for events sponsored by the regions. (Added February 28, 2004)

**Visitations**

When possible, visits to local associations and/or local school districts by PSEA Officers will be preceded by notification to the local president and region president. Visits by non-field staff will be preceded by notification to the region office and region field director, who will communicate with the region president.
PSEA Policy

Visitations by NEA officers\(^7\) and/or other visiting dignitaries shall be coordinated through the office of the president. (The intent of this policy is to assure that PSEA leadership is aware of and able to participate in such visitations where appropriate.)\(^8\)

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\(^7\) Regional and local activities relative to the visitations may utilize the same procedure if they so choose.

\(^8\) Whenever possible and where appropriate, local and regional leadership shall be utilized in state public relations: e.g., testimony.
§11-1101. Definitions

As used in this article,

(1) The term "professional employee" shall include those who are certificated as teachers, supervisors, supervising principals, principals, assistant principals, vice-principals, directors of vocational education, dental hygienists, visiting teachers, home and school visitors, school counselors, child nutrition program specialists, school librarians, school secretaries the selection of whom is on the basis of merit as determined by eligibility lists and school nurses.

(2) The term "substitute" shall mean any individual who has been employed to perform the duties of a regular professional employee during such period of time as the regular professional employee is absent on sabbatical leave or for other legal cause authorized and approved by the board of school directors or to perform the duties of a temporary professional employee who is absent.

(3) The term "temporary professional employee" shall mean any individual who has been employed to perform, for a limited time, the duties of a newly created position or of a regular professional employee whose services have been terminated by death, resignation, suspension or removal.

Attaining Tenure

Commonwealth, Department of Education v. Jersey Shore Area School District, 481 Pa. 356, 392 A.2d 1331 (1978). Teacher can attain tenure status by serving two years as a "temporary professional employee" despite fact she had a part-time schedule during the second year. No minimum number of hours is necessary to achieve tenure.


Brumbaugh v. Board of Directors of the Tussey Mountain School District, 55 Pa. Commw. 280, 422 A.2d 1236 (1980). Teacher can't be tenured in two districts at the same time.

Professional Employee Status


(1981). Commonwealth Court reversed an arbitrator's award and held that a teacher, while acting in the capacity as advisor for extracurricular activities, is not a professional employee and therefore, the non-renewal of teacher's supplemental contract was not an arbitrable issue under collective bargaining agreement.

Wagner v. West Perry School District, 85 Pa. Commw. 100, 480 A.2d 1336 (1984). Vocational teachers were not professional employees while performing supplemental duties during the summer for district's Young Farmers of America Program.


Racunas v. Ringgold School District, 70 Pa. Commw. 221, 452 A.2d 917 (1982). Common pleas court dismissed a teacher's mandamus action to compel the district to issue professional employee contract; Racunas should have pursued hearing before school board to determine professional employee status; Commonwealth Court affirmed.

Haibach v. Northwest Tri-County Intermediate Unit No. 5, 80 Pa. Commw. 383, 471 A.2d 914 (1984). Preschool special education teacher who was filling a position requiring certification was a professional employee under the School Code. Key is that the position required certification.

Waslo v. North Allegheny School District, 121 Pa. Commw. 34, 549 A.2d 1359 (1988). A professional employee did not give up his professional status for purposes of accruing seniority when he accepted temporary reassignment to a nonprofessional position; reassignment was an approved leave of absence, resulting in no break in seniority.

School District of Philadelphia v. Brockington, 98 Pa. Commw. 534, 511 A.2d 944 (1986). Teacher was in a supervisory position for which she did not have certification, thus she was not entitled to professional employee status.


Harbor Creek Education Association v. Harbor Creek School District, 536 Pa. 574, 640 A.2d 899 (1994). There is no right to arbitrate the assignment of nonprofessional duties under a collective bargaining agreement which covers a unit of professional employees in a school district.

Harbor Creek School District v. PLRB, 158 Pa.Commw. 396, 631 A.2d 1069 (1993). A District has no duty to bargain with a unit of professional employees over the assignment of nonprofessional coaching duties. The Supreme Court has refused to review this decision.
**Kielbowick v. Ambridge Area School Board**, 156 Pa.Commw. 356, 627 A.2d 276 (1993). The Secretary of Education has no jurisdiction to determine whether an employee is a substitute or a temporary professional employee. The Secretary must transfer such cases, when improperly filed before him, to the appropriate court of common pleas.


**Collins v. Lebanon County Vo-Tech School**, 660 A.2d 231 (1995). Non-certified person who was hired and worked as a vocational consultant to a special education program in a vo-tech school for 11 years was not filling a temporary professional employee filling a “newly-created position” even though he received two years of satisfactory ratings. Persons filling “newly-created positions” under section 1101(3) must be persons specifically designated in section 1101.

**School Dist. of City of Erie v. Pennsylvania Labor Relations Bd., 832 A.2d 562**, (Cmwlth. Ct. 2003). Term "professional employee" as defined in the Public Employee Relations Act (PERA) included the supplemental extracurricular positions because the definition of the term “professional employee” in PERA was controlling. Thus, school district was required to show more than the lack of state certification in order to support exclusion of positions from the bargaining unit.

**Davenport v. Department of Educ., 850 A.2d 802** (Cmwlth. 2004). The possession of a certificate is, by statute, fundamental to classification as a professional employee. The term “professional employee” is defined as including certificated teachers, supervisors, and principals.

### Filling Vacancies


**Lincoln Intermediate Unit No. 12**, 55 Pa. Commw. 197, 423 A.2d 49 (1980). Substitutes can only be hired for TPEs or professional employees who are expected to return to their positions.

CSPG 13. Addresses procedures for filling a vacancy by an individual who is not certified for the position. Pursuant to this section, the commissioned officer of an educational entity may request an emergency certificate only when the entity has advertised the position and has been unable to find a certified and qualified applicant. The emergency certificate is valid from the first day of issuance to the last day of summer school in that school year.

**Part-Time Employees**


**Substitute**


Kielbowick v. Ambridge Area School Board, 156 Pa.Commw. 356, 627 A.2d 276 (1993). The Secretary of Education has no jurisdiction to determine whether an employee is a substitute or a temporary professional employee. The Secretary must transfer such cases, when improperly filed before him, to the appropriate court of common pleas.

Franson v. Bald Eagle School District, ___ Pa. Commw. ___, 668 A.2d 633 (1995)—A teacher who was appointed to a three-year substitute position where she performed various duties for teachers who were on maternity or sabbatical leave was a substitute and not a temporary professional employee.

**§11-1106. Duty to Employ**

The board of school directors in every school district shall employ the necessary qualified professional employes, substitutes and temporary professional employes to keep the public schools open in their respective districts in compliance with the provisions of this act. Except for school districts of the first class and first class A which may require residency requirements for other than professional employes, substitutes and temporary professional employes, no other school district shall require an employe to reside within the school district as a condition for appointment or continued employment.

Appeal of McNelly, 122 Pa. Commw. 601, 553 A.2d 472 (1989). This section, which prohibits school districts from imposing residency requirements, applies to all employees of a school district, not just professionals.

Brickhouse v. Spring Ford Area School District, 155 Pa.Commw. 402, 625 A.2d 711 (1995), 40 Pa. 176, 656 A.2d 483 (1993). The Supreme Court held that school district's are entitled to employ selection criteria other than certification when determining which teachers to hire. The Court further stated that after the application of those criteria, if
multiple candidates were equally qualified then the Veterans' Preference Act would apply.

School district may not evade its statutory responsibilities by funneling compensation that it pays to teachers through private entity and entering a contract with that entity which states that the entity and not the district, is the employer of teachers

§11-1107. Special Teachers

The board of school directors in every school district may employ such special teachers, including special teachers who speak the idiomatic or colloquial language of immigrants residing in the school district, for the purpose of easing the transition period of such immigrants, qualified as herein provided, as they may deem necessary for any of the public schools or departments thereof in the district.

§11-1108. Temporary Professional Employees

(a) It shall be the duty of the district superintendent to notify each temporary professional employee, at least twice each year during the period of his or her employment, of the professional quality, professional progress, and rating of his or her services. No temporary professional employee shall be dismissed unless rated unsatisfactory, and notification, in writing, of such unsatisfactory rating shall have been furnished the employee within ten (10) days following the date of such rating. The rating of a temporary professional employee shall be done as provided in section one thousand one hundred twenty-three of this act.

(b) (1) A temporary professional employee initially employed by a school district prior to June 30, 1996, whose work has been certified by the district superintendent to the secretary of the school district, during the last four (4) months of the second year of such service, as being satisfactory shall thereafter be a "professional employee" within the meaning of this article.

(2) A temporary professional employee initially employed by a school district prior to June 30, 1996, whose work has been certified by the district superintendent to the secretary of the school district, during the last four (4) months of the third year of such service, as being satisfactory, shall thereafter be a “professional employee” within the meaning of this article.

(3) The attainment of the status under paragraph (1) or (2) shall be recorded in the records of the board and written notification thereof shall be sent also to the employee. The employee shall then be tendered forthwith a regular contract of employment as provided for professional employees. No professional employee who has attained tenure status in any school district of this Commonwealth shall thereafter be required to serve as a temporary professional employee before being tendered such a contract when employed by any other part of the public school system of the Commonwealth.
(c) (1) Any temporary professional employee employed by a school district prior to June 30, 1996, who is not tendered a regular contract of employment at the end of two years of service, rendered as herein provided, shall be given a written statement signed by the president and secretary of the board of school directors and setting forth explicitly the reason for such refusal.

(2) Any temporary professional employee employed by a school district after June 30, 1996, who is not tendered a regular contract of employment at the end of three years of service, rendered as herein provided, shall be given a written statement signed by the president and secretary of the board of school directors and setting forth explicitly the reason for such refusal.

(d) Temporary professional employees shall for all purposes, except tenure status, be viewed in law as full-time employees, and shall enjoy all the rights and privileges of regular full-time employees.


Philis v. Board of School Directors of Mechanicsburg Area School District, 151 Pa.Commw. 497, 617 A.2d 830 (1992). Where an unsatisfactory rating is challenged, anecdotal records need not be introduced in their entirety where the maker of such records testifies to the procedures used.

§11-1109. Qualifications

Every teacher employed to teach in the public schools of this Commonwealth must be a person of good moral character, must be at least eighteen years of age, and must be a citizen of the United States: Provided, That citizenship may be waived in the case of exchange teachers not permanently employed, and teachers employed for the purpose of teaching foreign languages, including special teachers who speak the idiomatic or colloquial language of immigrants residing in the school district, and employed for the purpose of easing the transition period of such immigrants.

Every principal appointed after August thirty-first, one thousand nine hundred fifty-three, employed in the public schools of this Commonwealth, who devotes one-half or more of his time to supervision and administration, shall be properly certificated by the Department of Public Instruction in accordance with such standards as the State Board of Education may establish.


§11-1109.1 Emergency certification in certain instances

When the superintendent and board of education of a school district of the first class find that the supply of certified teachers is inadequate to the educational needs of the district's language minority student population or that the loss of teachers due to early retirement would cause the interruption of suitable and essential programs of instruction for such students, the district may hire otherwise qualified persons without current teaching certificates, provided that individuals so employed shall enroll in a teacher certification program and meet Pennsylvania certification requirements within a period not to exceed three (3) years.

§11-1109.2 Conditional Employment

(a) A board of school directors may enter into an agreement to employ an individual as a temporary professional employe who, within six months of the date of expected graduation from an approved Pennsylvania college or university, presents a letter verifying that the individual is enrolled in an approved teacher preparation program in that institution and will complete all requirements for the conferring of a bachelor's degree on a date certain as specified.

(b) The validity of this agreement shall be contingent upon all of the following conditions being met prior to the actual commencement of the individual's employment as a temporary professional employe:

(1) The conferring of a bachelor's degree.

(2) The individual having obtained a teaching certificate from the Commonwealth of Pennsylvania in the area of assignment or certification specified in the agreement.
§11-1111. Employment of Relatives of School Directors

No teacher shall be employed, by any board of school directors, who is related to any member of the board; as father, mother, brother, sister, husband, wife, son, daughter, stepson, stepdaughter, grandchild, nephew, niece, first cousin, sister-in-law, brother-in-law, uncle, or aunt, unless such teacher receives the affirmative votes of a majority of all members of the board other than the member related to the applicant who shall not vote.

§11-1112. Religious garb, insignia, etc., prohibited; penalty

(a) That no teacher in any public school shall wear in said school or while engaged in the performance of his duty as such teacher any dress, mark, emblem or insignia indicating the fact that such teacher is a member or adherent of any religious order, sect or denomination.

(b) Any teacher employed in any of the public schools of this Commonwealth, who violates the provisions of this section, shall be suspended from employment in such school for the term of one year, and in case of a second offense by the same teacher he shall be permanently disqualified from teaching in said school. Any public school director who after notice of any such violation fails to comply with the provisions of this section shall be guilty of a misdemeanor, and upon conviction of the first offense, shall be sentenced to pay a fine not exceeding one hundred dollars ($100), and on conviction of a second offense, the offending school director shall be sentenced to pay a fine not exceeding one hundred dollars ($100) and shall be deprived of his office as a public school director. A person thus twice convicted shall not be eligible to appointment or election as a director of any public school in this Commonwealth within a period of five (5) years from the date of his second conviction.

Commonwealth v. Herr, 229 Pa. 132, 78 A. 68 (1910). This section of the School Code is constitutional.

EEOC v. Reads, Inc., 759 F.Supp. (E.D.Pa. 1991). This section prohibits the wearing of overtly religious garb. It does not prohibit the wearing of garb that, for its religious significance to be understood, would require explanation by the wearer.

Nichol v. ARIN Intermediate Unit 28, 268 F.Supp.2d 536 (W.D.Pa. 2003) Religious affiliations policy that prohibited public school employees from displaying religious emblems, dress, or insignia in schools violated Free Exercise Clause of First Amendment, and, therefore, suspension of elementary school instructional assistant pursuant to the policy was reversed.

§11-1113. Transferred programs and Classes

(a) When a program or class is transferred as a unit from one or more school entities to another school entity or entities, professional employees who were assigned to the class or program immediately prior to the transfer and are classified as teachers as defined in section 1141(1) and are suspended as a result of the
transfer and who are properly certificated shall be offered employment in the program or class by the receiving entity or entities when services of a professional employee are needed to sustain the program or class transferred, as long as there is no suspended professional employee in the receiving entity who is properly certificated to fill the position in the transferred class or program.

(b) Transferred professional employees shall be credited by the receiving entity only for their sick leave accumulated in the sending entity and also for their years of service in the sending entity, the latter for purposes of sabbatical leave eligibility and placement in the salary schedule: Provided, however, That such employees shall not utilize the sabbatical leave until they have taught in the receiving entity for a period of three (3) years. Such employees shall transfer their accrued seniority in the area of certification required for the transferred program or class only.

(b.1) Professional employees who are classified as teachers and who are not transferred with the classes to which they are assigned or who have received a formal notice of suspension shall form a pool of employees within the school entity. No new professional employee who is classified as a teacher shall be employed by a school entity assuming program responsibility for transferred students while there is:

(1) a properly certificated professional employee who is classified as a teacher suspended in the receiving entity; or

(2) if no person is qualified under clause (1), a properly certificated member of the school entity pool who is willing to accept employment with the school entity assuming program responsibility for transferred students. Members of the pool shall have the right to refuse employment offers from such school entity and remain in the pool. Refusal to accept work under this subsection shall not be grounds for denial of unemployment compensation under sections 401 and 402 of the act of December 5, 1936 (2nd Sp.Sess., 1937 P.L. 2897, No. 1), known as the "Unemployment Compensation Law."

(3) Nothing contained in this section shall be construed to supersede or preempt any provision of a collective bargaining agreement in effect on February 4, 1982, and negotiated by a school entity and an exclusive representative of the employees in accordance with the act of July 23, 1970 (P.L. 563, No. 195), known as the "Public Employee Relations Act."

(d.1) As used in this section, the term "school entity" or "school entities" shall mean an intermediate unit and its participating school districts or an area vocational-technical school and its sending school districts.

(2) As used in this section, the term "unit" shall mean a program or class whose membership falls within the minimum and maximum class size as defined in Department of Education standards.

See BEC 24 P.S. 11-1113, answering specific questions regarding transfer of entities.

Luzerne Intermediate Unit #18 v. Pittston Area School District, 168 Pa.Commw. 304, 650 A.2d 1112 (1994). Teachers transferred from the I.U. are entitled to seniority credit for all the years served in the I.U. A District is required to hire only the number of teachers from the I.U. that it "needs" to staff the transferred programs, i.e., it may use its own properly certificated personnel first.

Souderton Area School District v. Souderton Education Association, 162 Pa.Commw. 490, 639 A.2d 904 (1994). An arbitrator has the authority to interpret the Transfer Between Entities Act where it was implicated due to the collective bargaining agreement being interpreted. This decision upholds an arbitration award that set a teacher's vertical step placement on the salary schedule.

Allegheny I.U. #3 Education Association v. North Hills School District, 155 Pa.Commw. 211, 624 A.2d 802 (1993). A receiving entity is required to use properly certificated teachers from the pool to fill vacancies whether or not the vacancy is related to the transfer.

Allegheny Intermediate Unit #3 Education Association v. Bethel Park School District, 545 Pa. 78, 680 A.2d 827 (1996).—For purposes of salary credit, receiving school districts are to credit employees with all years of service credited by the sending entity (i.e. intermediate unit).

Provision of school district's collective bargaining agreement referring to "newly appointed teachers" was inapplicable to teachers who were transferred pursuant to Transfer Between Entities Act, where provision was first included in agreement prior to effective date of Act and agreement made no specific reference to the Act. Therefore, teachers were entitled to rights afforded under the Act.

§11-1121. Contracts; Execution; Form

(a) In all school districts, all contracts with professional employees shall be in writing, in duplicate, and shall be executed on behalf of the board of school directors by the president and secretary and signed by the professional employee.

(b) (1) Each board of school directors in all school districts shall hereafter enter into contracts, in writing, with each professional employee initially employed by a school district prior to June 30, 1996, who has satisfactorily completed three (3) years of service in any school district of this Commonwealth.

(2) Each board of school directors in all school districts shall hereafter enter into contracts, in writing, with each professional employee initially employed by a school district, on or after June 30, 1996, who has
satisfactorily completed three (3) years of service in any school district in this Commonwealth.

(c) Contracts under subsection (b) shall contain only the following:

"IT IS AGREED by and between ................. Professional Employee, and the Board of Directors (or Board of Public Education) of the school district of ................., Pennsylvania, that said professional employee shall, under the authority of the said board and its successors, and subject to the supervision and authority of the properly authorized superintendent of schools or supervising principal, serve as a professional employee in the said school district for a term of ........ months, for an annual compensation of $..........., payable monthly or semi-monthly during the school term or year, less the contribution required by law to be paid to the Public School Employee's Retirement Fund, and less other proper deductions for loss of time.

"This contract is subject to the provisions of the 'Public School Code of 1949' and the amendments thereto.

"AND IT IS FURTHER AGREED by the parties hereto that none of the provisions of this act may be waived either orally or in writing, and that this contract shall continue in force year after year, with the right of the board of school directors (or board of public education) to increase the compensation over the compensation herein stated, from time to time, as may be provided under the provisions and proper operation of the established salary schedule, if any, for the school district, subject to the provisions of law, without invalidating any other provision of this contract, unless terminated by the professional employee by written resignation presented sixty (60) days before resignation becomes effective, or by the board of school directors (or board of public education) by official written notice presented to the professional employee: Provided, That the said notice shall designate the cause for the termination and shall state that an opportunity to be heard shall be granted if the said professional employee, within ten (10) days after receipt of the termination notice, presents a written request for such hearing."


Appeal of Bridget States, T.T.A. No. 10-85. No requirement that TPE years be consecutive.

Pookman v. School District of the Township of Upper St. Clair, 506 Pa. 74, 483 A.2d 1371 (1984). TPE's whose contracts were terminated on last day of second year due to declining enrollment were non-tenured; teachers must teach through end of second school year in order to achieve tenure.

Pease v. Millcreek Township School District, 412 Pa. 378, 195 A.2d 104 (1963). Extracurricular assignments are proper so long as they are reasonable.


Greater Johnstown School Dist. v. Greater Johnstown Educ. Ass'n, ____Pa. Commw., 804 A.2d 680, appeal denied 812 A.2d 1231, 571 Pa. 710. Arbitrator's award sustaining education association's grievance on behalf of teachers because they were not credited for their long-term substitute teaching service as full-time teachers, was rationally derived from parties' collective bargaining agreement, despite arguably conflicting provision in agreement. The provision at issue violated the School Code, and agreement had severability clause. Therefore, the provision was not invalid.

§11-1122. Causes for Termination of Contract

(a) The only valid cause for termination of a contract heretofore or hereafter entered into with a professional employee shall be immorality; incompetency; unsatisfactory teaching performance based on two (2) consecutive ratings of the employee’s teaching performance that are to include classroom observations, not less than four (4) months apart, in which the employee’s teaching performance is rated as unsatisfactory; intemperance, cruelty, persistent negligence in the performance of duties; willful neglect of duties; physical or mental disability as documented by competent medical evidence, which after reasonable accommodation of such disability as required by law substantially interferes with the employee’s ability to perform the essential functions of his employment; advocation of or participating in un-American or subversive doctrines; conviction of a felony or acceptance of a guilty plea or nolo contendre therefor; persistent and willful violation of or failure to comply with school laws of this Commonwealth (including official directives and established policy of the board of directors); on the part of the professional employee: Provided, That boards of school directors may terminate the service of any professional employee who has attained to the age of sixty-two except a professional employee who is a member of the old age and survivors insurance system pursuant to the provisions of the act, approved the first day of June, one thousand nine hundred fifty-six (Pamphlet Laws 1973). In such case the board may terminate the service of any such professional employee at the age of sixty-five or at the age at which the employee becomes eligible to receive full benefits under the Federal Social Security Act.

(b) Nothing within the foregoing enumeration of causes, shall be interpreted to conflict with the retirement of professional employees upon proper evidence of disability, or the election by professional employees to retire during the period of
voluntary retirement, or the authority of the board of school directors to require professional employees to retire during said period of voluntary retirement, or the compulsion on the part of professional employees to retire at the attainment of age seventy.

22 Pa. Code §351.26(a) requires two consecutive unsatisfactory ratings for dismissal of a professional employee; this ensures that dismissal follows "notice and an opportunity for the professional employee to improve."


Phillis v. Board of School Directors of Mechanicsburg Area School District, 151 Pa.Commw. 497, 617 A.2d 830 (1992). Where an unsatisfactory rating is challenged, anecdotal records need not be introduced in their entirety where the maker of such records testifies to the procedures used.


Lenker v. East Pennsboro Area School District, 159 Pa.Commw. 18, 632 A.2d 969 (1993). The Secretary must make findings of fact in a Teacher Tenure Appeal in order to discharge his duty of reviewing a Board decision de novo.


Horton v. Jefferson County-Dubois Area Vo-Tech School, 157 Pa.Commw. 424, 630 A.2d 481 (1993). Mere conviction for one summary offense is not immorality for purposes of dismissal. Persistence is not found where employee commits two separate but related infractions less than three hours apart.


Zelno v. Lincoln Intermediate Unit No. 12 Bd. of Directors, ___ Pa. Commw. ___, 786 A.2d 1022 (2001), reconsideration denied, appeal denied 805 A.2d 528, 569 Pa. 713. To demonstrate immorality as basis for termination of teacher, it must be established that the conduct claimed to constitute immorality actually occurred, that such conduct offends morals of community, and that conduct is bad example to youth whose ideals teacher is supposed to foster and elevate.

Williams v. Joint Operating Committee of Clearfield County Vocational Technical School, 824 A.2d 1233 (Cmwlth. 2003). Evidence that assistant director employed at vocational school opened bid and discussed it with competing bidder, and altered
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specifications to lower bid amount, prior to bidding deadline, was sufficient to support conclusion that employee willfully neglected his duties. This served as a basis for the employee’s termination from vocational school.

See also the Dismissal Manual.

**Disciplinary Suspensions**


*Lesoine v. Arena*, ___ Pa. Commw. ___, 688 A.2d 802 (1997). Non-professional employees suspended for disciplinary reasons have the right to challenge such suspensions in a school board hearing under the Local Agency Law.

**Resignations**


§11-1123. Rating System

In determining whether a professional employee shall be dismissed for incompetency or unsatisfactory teaching performance as provided for in section 1122(a) of this act, and in rating the services of a temporary professional employee, the professional employee or temporary professional employee shall be rated by an approved rating system which shall give due consideration to personality, preparation, technique, and pupil reaction, in accordance with standards and regulations for such scoring as defined by rating cards to be prepared by the Department of Education, and to be revised, from time to time, by the Department of Education with the cooperation and advice of a committee appointed by the Secretary of Education, including representation from district superintendents of
schools, classroom teachers, school directors, school supervisors, parents of school-age children led in a public school, a representative from a college or department of education within a higher education institution located within this Commonwealth and such other groups or interests as the Secretary of Education may deem appropriate. Rating shall be done by or under the supervision of the superintendent of schools or, if so directed by him, the same may be done by an assistant superintendent, a supervisor, or a principal, who has supervision over the work of the professional employee or temporary professional employee who is being rated: Provided, That no unsatisfactory rating shall be valid unless approved by the district superintendent.

See 22 Pa. Code §351.21 for rating form.

Each professional employee must be rated a minimum of once per year. 22 Pa. Code §351.24(b).

If a teacher refuses to sign a rating, refusal shall be recorded and dated. 22 Pa. Code §351.22(i).

Unsatisfactory rating must be discussed with teacher within 5 working days. 22 Pa. Code §351.22(g).

Elias v. Board of Directors of Windber Area, 421 Pa. 260, 218 A.2d 738 (1966); no rating is the equivalent of a satisfactory rating.

Hamburg v. North Penn School District, 86 Pa. Commw. 371, 484 A.2d 867 (1984). Unsatisfactory ratings without numerical scores were valid since they were supported with anecdotal records.


§11-1124. Causes for suspension

Any board of school directors may suspend the necessary number of professional employees, for any of the causes hereinafter enumerated:

(1) Substantial decrease in pupil enrollment in the school district;
(2) Curtailment or alteration of the educational program on recommendation of 
the superintendent, concurred in by the board of school directors, approved by the 
Department of Public Instruction, as a result of substantial decline in class or course 
enrollments or to conform with standards of organization or educational activities 
required by law or recommended by the Department of Public Instruction;

(3) Consolidation of schools, whether within a single district, through a merger 
of districts, or as a result of joint board agreements, when such consolidation makes 
it unnecessary to retain the full staff of professional employees.

(4) When new school districts are established as the result of reorganization of 
school districts pursuant to Article II., subdivision (i) of this act, and when such 
reorganization makes it unnecessary to retain the full staff of professional 
employees.

Theros v. Warwick Board of School Directors, 42 Pa. Commw. 296, 401 A.2d 575 
(1979), aff'd by an equally divided Supreme Court, 494 Pa. 108, 430 A.2d 268 (1981); 
Brinser v. Cumberland-Perry Area Vocational-Technical Joint-Operating Committee, 44 
economic reasons.

**Curtailment of Program/Economic Reasons**

Elimination of nonmandated program with approval of Dept. of Ed. for severe economic 
difficulties was proper.

Rosen v. Montgomery County Intermediate Unit No. 23, 90 Pa. Commw. 335, 495 A.2d 
217 (1985). Furloughs couldn't be justified by declining enrollment when actually 
precipitated by economic curtailment of gifted program without approval of Dept. of Ed.

Altoona Area Vocational Technical School v. Pollard, 103 Pa. Commw. 226, 520 A.2d 
99 (1987). Elimination of federal funding is not one of the statutory reasons for furlough.

Cadonic v. Northern Area Special Purpose Schools, 57 Pa. Commw. 42, 426 A.2d 186 
(1981). Curtailment of entire guidance consortium when federal funds dried up was 
approved by Dept. of Ed., furlough of guidance counselor was proper.

Where suspension is based upon economic reasons and a substantial decline in 
enrollment exists, furlough will be sustained.

390, 408 A.2d 888 (1979). Department approved elimination of vo-ag program as 
alteration of program to conform to standards of law; suspension was proper.
Deletion of Certificate


Arcurio v. Greater Johnstown School District, 136 Pa. Commw. 34, 582 A.2d 402 (1990). A teacher's seniority should reflect the period of time the teacher taught without proper certification. NOTE: The facts of this case are unusual, its precedential value is somewhat limited.

Declining Enrollment

Phillipi v. School District of Springfield Township, 28 Pa. Commw. 185, 367 A.2d 1133 (1977). 486 student decline or approximately 10% over 5 years was a substantial decline in enrollment.

Andresky v. West Allegheny School District, 63 Pa. Commw. 222, 437 A.2d 1075 (1981). 379 student decline or approximately 10% over 5 years was substantial.

Platko v. Laurel Highlands School District, 49 Pa. Commw. 210, 410 A.2d 960 (1980). 787 student decline or approximately 13% over 7 years was substantial.


Colonial Education Association v. Colonial School District, ___ Pa. Commw. ____, 645 A.2d 336 (1994). A district may not suspend a teacher during a year in which enrollment increased despite a 58% decrease in enrollment over the preceding eighteen years.

Walkowski v. Duquesne City School District, ___ Pa. Commw. ____, 644 A.2d 1277 (1994). School district properly furloughed employee when it reinstated two improperly furloughed employees. The relevant time to consider whether a substantial decline in enrollment existed was when the two improperly furloughed employees were furloughed.

Bachak v. Lakeland School District, ___ - Pa. Commw. ____, 665 A.2d 12 (1995). Ten years was an unreasonable amount of time to measure decline in enrollment where it yielded a 20% decline and where over a seven year period there was only a 4.4% decline.

Consolidation of Schools

Bricillio v. Duquesne City School District, ___ Pa. Commw. ___, 668 A.2d 629 (1995). A consolidation of schools does not mean a complete integration of all aspects of the operation. The district’s action of bringing an entire elementary school into the same building with the middle and high school even though the elementary school maintained its own separate existence with its own curriculum, administrators, teachers, and sections of the building was nevertheless a consolidation.

Miscellaneous


Hritz v. Laurel Highlands School District, ___ Pa. Commw. ___, 648 A.2d 108 (1994). A demotion is not the same thing as a suspension and therefore does not give rise to 1125.1(c) bumping rights. A "realignment-demotion" which does give rise to bumping rights occurs only where the demotion 1) is due to one of the Section 1124 reasons and 2) involves some sort of regrouping or reorganization of employees beyond the demoted individual.

North Star School District v. North Star Education Association, 155 Pa.Commw. 368, 625 A.2d 159 (1993). An arbitrator has the authority to review the manner in which furloughs were effected; however, the propriety of furloughs is reviewable by the Board and the courts alone.


Morrisville Education. Association v. Morrisville School District (Brogan, Arb.)(Sept. 2002)—Since all provisions of the School Code are incorporated into the collective bargaining agreement under Mifflinburg Area Education Association v. Mifflinburg Area
School District, 555 Pa.326, 724 A.2d 339 (1999), furloughs are arbitrable, notwithstanding the fact that there are no contractual provisions pertaining to furloughs.

§11-1125.1. Persons to be Suspended

(a) Professional employees shall be suspended under section 1124 (relating to causes for suspension) in inverse order of seniority within the school entity of current employment. Approved leaves of absence shall not constitute a break in service for purposes of computing seniority for suspension purposes. Seniority shall continue to accrue during suspension and all approved leaves of absence.

(b) Where there is or has been a consolidation of schools, departments or programs, all professional employees shall retain the seniority rights they had prior to the reorganization or consolidation.

(c) A school entity shall realign its professional staff so as to insure that more senior employees are provided with the opportunity to fill positions for which they are certificated and which are being filled by less senior employees.

(d) (1) No suspended employee shall be prevented from engaging in another occupation during the period of suspension.

(2) Suspended professional employees or professional employees demoted for the reasons set forth in section 1124 shall be reinstated on the basis of their seniority within the school entity. No new appointment shall be made while there is such a suspended or demoted professional employee available who is properly certificated to fill such vacancy. For the purpose of this subsection, positions from which professional employees are on approved leaves of absence shall also be considered temporary vacancies.

(3) To be considered available a suspended professional employee must annually report to the governing board in writing his current address and his intent to accept the same or similar position when offered.

(4) A suspended employee enrolled in a college program during a period of suspension and who is recalled shall be given the option of delaying his return to service until the end of the current semester.

(e) Nothing contained in section 1125.1(a) through (d) shall be construed to supersede or preempt any provisions of a collective bargaining agreement negotiated by a school entity and an exclusive representative of the employees in accordance with the act of July 23, 1970 (P.L. 563, No. 195), known as the "Public Employee Relations Act," however, no agreement shall prohibit the right of a professional employee who is not a member of a bargaining unit from retaining seniority rights under the provisions of this act.

(f) A decision to suspend in accordance with this section shall be considered an adjudication within the meaning of the act known as the "Local Agency Law."
Checkerboard Realignment


Duncan v. Rochester Area School District, 524 Pa. 254, 571 A.2d 365 (1990) (3/19/90 mailing). §1125.1 does not require checkerboarding. Has language which indicates that district may have discretion to checkerboard if it wishes.

Straightline Realignment

Board of School Directors of the Chester-Upland School District v. Ashby, 90 Pa. Commw. 405, 495 A.2d 665 (1985). Straightline realignment is solely by seniority; more senior elementary school teachers were entitled to bump into middle school positions.

Dallap v. Sharon City School District, 524 Pa. 260, 571 A.2d 368, (1990) (3/19/90 mailing). Affirmed straightline realignment into reading position even though teacher did not have reading certificate in hand; straightline realignment of English teacher into coordinator of gifted program was required. Within one's area of certification, seniority is controlling.

Duncan v. Rochester Area School Board, 524 Pa. 254, 571 A.2d 365 (1990) (3/19/90 mailing). §1125.1 only requires that less, not least senior teacher be furloughed. It is okay to use date of hire in computing seniority for all teachers.


Wattsburg Area School District v. Jarrett (Wattsburg II), on remand from above, 121 Pa. Commw. 478, 550 A.2d 1379 (1988). Should consider educational practicality in straightline realignment; can be read narrowly to hold that a realignment into a vacant position should be made where possible to retain teacher identified for furlough.


Filoon v. Middle Bucks Area Vo-Tech School, 160 Pa.Commw. 124, 634 A.2d 726 (1993). An employee is not entitled to realignment rights where he has received a "pure demotion" in accordance with Section 1151.

Meck v. Carlisle Area School District, 155 Pa.Commw. 469, 625 A.2d 203 (1993). If an appeal is improperly before the court of common pleas, it must transfer the matter to the Secretary of Education. Where only one employee is affected, the district's action cannot be a realignment.

Demotions


Gennacarro v. Clairton School District, 125 Pa. Commw. 379, 558 A.2d 132 (1989). Administrator did not have standing to assert realignment rights to position when he was the less senior employee.

Meck v. Carlisle Area School District, 155 Pa.Commw. 469, 625 A.2d 203 (1993). If an appeal is improperly before the court of common pleas, it must transfer the matter to the Secretary of Education. Where only one employee is affected, the district's action cannot be a realignment.

Dilley v. Slippery Rock Area School District, 155 Pa.Commw. 357, 625 A.2d 153 (1993). An employee may not exercise bumping rights where he does not have all the necessary certificates to perform the sought position.

Hritz v. Laurel Highlands School District, 167 Pa.Commw. 353, 648 A.2d 108 (1994). A demotion is not the same thing as a suspension and therefore does not give rise to 1125.1(c) bumping rights. A "realignment-demotion" which does give rise to bumping rights occurs only where the demotion 1) is due to one of the Section 1124 reasons and 2) involves some sort of regrouping or reorganization of employees beyond the demoted individual.

Boris v. Saint Clair School District, ___ Pa. Commw. ___, 668 A.2d 264 (1995). An economics teacher demoted due to a decline in enrollment in her home economics class but in conjunction with a realignment that occurred three years prior was entitled to seniority rights under section 1125.1(c).

Czubowicz-Drouse v. Mid-Valley School District, ___ Pa. Commw. ___, 683 A.2d 987 (1996). A Spanish teacher demoted due to a decline in enrollment in the foreign language program was not entitled to an application under section 1125.1 (c ) because the demotion did not constitute a “realignment-demotion” even though a less senior teacher of another subject retained her full-time position by performing supervisory responsibilities during general duty periods.

**Dates of Furlough/Realignment**

McCann and DeMaria v. Reynolds School District, (Mercer County Court, 1989) (7/27/89 mailing). Request for sabbatical must be made before effective date of furlough.

Jarrett v. Wattsburg Area School District (Wattsburg I), 516 Pa. 555, 533 A.2d 1008 (1987). Realignment rights are determined as of the effective date of furlough as opposed to date board made decision or notice sent. See also Whitling v. Keystone School District, supra.

Walkowski v. Duquesne City School District, 164 Pa.Commw. 369, 644 A.2d 1277 (1994). School district properly furloughed employee when it reinstated two improperly furloughed employees. The relevant time to consider whether a substantial decline in enrollment existed was when the two improperly furloughed.
Seniority


Young v. Hanover Township School District, 38 Luz.L.Reg. 35 (1941). Seniority is defined as continuous employment within a district.


Hofer v. Austin Area School District, T.T.A. 12-84. Part-time employment may be prorated in determining seniority. Cf Hempfield Area School District v. Hempfield Area Education Association (7/12/89 mailing), under CBA, arbitrator held no difference between full-time and part-time employees for purpose of seniority.

Brooks v. Board of Education of the School District of Pittsburgh, T.T.A. 19-82. Employee cannot accrue seniority in position for which he/she is not certified.


Arcurio v. Greater Johnstown School District, 136 Pa.Commw. 34, 582 A.2d 402 (1990). A teacher's seniority should reflect the period of time the teacher taught without proper certification. NOTE: The facts of this case are unusual, its precedential value is somewhat limited.
Colonial Education Association v. Colonial School District, 165 Pa.Commw. 1, 644 A.2d 211 (1994). A school district is obligated to fill vacancies based on seniority and it may not consider whether an employee is on active or suspended status.


Piazza v. Millville Area School District, 155 Pa.Commw. 176, 624 A.2d 788 (1993). A demoted employee must raise seniority issues before the Board because the Secretary has not authority to consider them.

**Recall Rights**


Bristol Township Education Association v. Board of School Directors of Bristol Township, (Bucks County, Dec. 14, 1981). Teacher could not be removed from the recall list for failing to accept temporary position.

Nelson v. Western Beaver County School District, 89 Pa. Commw. 126, 491 A.2d 964 (1985). Footnote indicating furloughed teacher was obligated to accept part-time position or forfeit recall rights.


Colonial Education Association v. Colonial School District, 165 Pa.Commw. 1, 644 A.2d 211 (1994). A school district is obligated to fill vacancies based on seniority and it may not consider whether an employee is on active or suspended status.

Koren v. Board of Directors of Jersey Shore Area School District, 661 A.2d 449 (1995) -- To be eligible for recall rights, suspended professional employees must, for each year that they are suspended, report to their school board in writing their current address and intent to accept the same or similar position that becomes vacant in the district.

Fontaine v. Wissahickon School District, 658 A.2d 851 (1995)—Section 1125.1 does not distinguish between full-time and part-time status in its mandate that recall rights be governed by certification and seniority. More senior part-time employees can be recalled over less senior full-time employees for an available position.

school entity to reinstate an available suspended or demoted professional employee in a new position that does not require certification.

Central Cambria Education Association v. Central Cambria School District (Dean, Arb.)(June 2003)—Where collective bargaining agreement included both professional and temporary professional employees and incorporated Section 1125.1 of the School Code, temporary professional employees were entitled to the recall rights afforded under Section 1125.1 and thus, the school district could not hire a new applicant to fill a position where a furloughed temporary professional was qualified.

Cameron County Educ. Ass’n v. Cameron County Sch. Dist., (McConnell, Arb., May 2004)—The furloughs of three temporary professional employees were arbitrable under a statutory incorporation theory pursuant to Mifflinburg Area Education Association v. Mifflinburg Area School District, 555 Pa. 326, 724 A.2d 339 (1999).

§11-1126. Public Hearings; Exceptions

All hearings, under the provisions of this article or any other provision of the school laws pertaining to the dismissal or the termination of contracts of professional employees, shall be public, unless otherwise requested by the party against whom the complaint is made.

See Sunshine Law, 65 P.S. §271 et seq.


§11-1127. Procedure on Dismissals; Charges; Notice; Hearing

Before any professional employee having attained a status of permanent tenure is dismissed by the board of school directors, such board of school directors shall furnish such professional employee with a detailed written statement of the charges upon which his or her proposed dismissal is based and shall conduct a hearing. A written notice signed by the president and attested by the secretary of the board of school directors shall be forwarded by registered mail to the professional employee setting forth the time and place when and where such professional employee will be given an opportunity to be heard either in person or by counsel, or both, before the board of school directors and setting forth a detailed statement of the charges. Such hearing shall not be sooner than ten (10) days nor later than fifteen (15) days after such written notice. At such hearing all testimony offered including that of complainants and their witnesses, as well as that of the accused professional employee and his or her witnesses, shall be recorded by a competent disinterested public stenographer whose services shall be furnished by the school district at its expense. Any such hearing may be postponed, continued or adjourned.
School Code Authority


Kaczmarcik v. Carbondale Area School District, 155 Pa.Commw. 294, 625 A.2d 126 (1992). An employee may waive the fifteen day requirement of Section 1127 by indicating that a mutually convenient time will suffice. If members of the Board are present and vote, a hearing examiner may lawfully conduct the hearing.

Harmon v. Mifflin County School District, 876 C.D. 1993 (Pa.Commw. 1994). It is not unlawful for a school district solicitor to prosecute a dismissal case where the school board has separate, independent counsel. NOTE: This case involved a custodian and Section 514 of the School Code, but is included here for its holding.

McKnight v. School Dist. of Philadelphia, 171 F.Supp.2d 446 (E.D.Pa. 2001), affirmed 64 Fed.Appx. 851, 2003 WL 1792365. Due process rights of tenured teacher were not violated in terminating him where school district afforded him with two hearings before hearing officer, conducted in presence of his union representative, at which teacher elected not to respond to allegations or present evidence.

§11-1128. Subpoenas; Testimony

The board shall have power to issue subpoenas requiring the attendance of witnesses at any hearing and shall do so at the request of the party against whom a complaint is made. If any person shall refuse to appear and testify in answer to any subpoena issued by the board, any party interested may petition the court of common pleas of the county setting forth the facts, which court shall thereupon issue its subpoena commanding such person to appear before it, there to testify as to the matters being inquired into. Any person refusing to testify before the court shall be held for contempt. All testimony at any hearing shall be taken under oath, and any member of the board of school directors shall have power to administer oaths to such witnesses.
§11-1129. Vote Required for Dismissals

After fully hearing the charges or complaints and hearing all witnesses produced by the board and the person against whom the charges are pending, and after full, impartial and unbiased consideration thereof, the board of school directors shall by a two-thirds vote of all the members thereof, to be recorded by roll call, determine whether such charges or complaints have been sustained and whether the evidence substantiates such charges and complaints, and if so determined shall discharge such professional employee. If less than two-thirds of all of the members of the board vote in favor of discharge, the professional employee shall be retained and the complaint shall be dismissed.

No member of any board of school directors shall vote on any roll call if he is related as father, mother, brother, sister, husband, wife, son, daughter, stepson, stepdaughter, grandchild, nephew, niece, first cousin, sister-in-law, brother-in-law, uncle or aunt to the professional employee involved or to any of the parties instituting the complaint.

§11-1130. Notice of Discharge; Procedure on Decision Favorable to Employee

A written notice of any decision of the board of school directors discharging a professional employee shall be sent by registered mail to such professional employee at his or her last known address within ten (10) days after such hearing is actually concluded.

In all cases where the final decision is in favor of the professional employee, the charges made shall be physically expunged from the records of the board of school directors, but a complete official transcript of the records of the hearing shall be delivered to the one against whom the charges were made. In all such cases there shall be no abatement of salary or compensation.

§11-1131. Appeals to Superintendent of Public Instruction

In case the professional employee concerned considers himself or herself aggrieved by the action of the board of school directors, an appeal by petition, setting forth the grounds for such appeal, may be taken to the Superintendent of Public Instruction at Harrisburg. Such appeal shall be filed within thirty (30) days after receipt by registered mail of the written notice of the decision of the board. A copy of such appeal shall be served by registered mail on the secretary of the school board.

The Superintendent of Public Instruction shall fix a day and time for hearing, which shall be not sooner than ten (10) days nor more than thirty (30) days after presentation of such petition, and shall give written notice to all parties interested.

The Superintendent of Public Instruction shall review the official transcript of the record of the hearing before the board, and may hear and consider such additional testimony as he may deem advisable to enable him to make a proper order. At said hearing the litigant shall have the right to be heard in person or by counsel or both.
After hearing and argument and reviewing all the testimony filed or taken before him, the Superintendent of Public Instruction shall enter such order, either affirming or reversing the action of the board of school directors as to him appears just and proper.


Piazza v. Millville Area School District, 155 Pa.Commw. 176, 624 A.2d 788 (1993). A demoted employee must raise seniority issues before the Board because the Secretary has not authority to consider them.

Meck v. Carlisle Area School District, 155 Pa.Commw. 469, 625 A.2d 203 (1993). If an appeal is improperly before the court of common pleas, it must transfer the matter to the Secretary of Education. Where only one employee is affected, the district's action cannot be a realignment.

Lenker v. East Pennsboro Area School District, 159 Pa.Commw. 18, 632 A.2d 969 (1993). The Secretary must make findings of fact in a Teacher Tenure Appeal in order to discharge his duty of reviewing a Board decision de novo.

Kielbowick v. Ambridge Area School Board, 156 Pa.Commw. 356, 627 A.2d 276 (1993). The Secretary of Education has no jurisdiction to determine whether an employee is a substitute or a temporary professional employee. The Secretary must transfer such cases, when improperly filed before him, to the appropriate court of common pleas.

§11-1132. Appeals to Court

The ruling or decision of the Secretary of Education shall be final, unless, an appeal is taken in accordance with the provisions of the act of June 4, 1945 (P.L. 1388, No. 442), known as the "Administrative Agency Law."

§11-1133. Collective Bargaining for Public Employees

Nothing contained in sections 1121 through 1132 shall be construed to supersede or preempt a provision of a collective bargaining agreement in effect on July 23, 1970, or on any date subsequent thereto, negotiated by a school entity and an exclusive representative of the employees in accordance with the act of July 23, 1970 (P.L. 563, No. 195), known as the "Public Employee Relations Act," which agreement provides for the right of the exclusive representative to grieve and arbitrate the validity of a professional employee's termination for just cause or for the causes set forth in section 1122 of this act; however, no agreement shall prohibit the right of a professional employee from exercising his or her rights under the provisions of this act except as herein provided. However, if within ten (10) days after the receipt of the detailed written statement and notice as required by section 1127, the professional employee chooses to exercise his or her right to a hearing, any provision of the collective bargaining agreement relative to the right of the exclusive representative to grieve or arbitrate the termination of such professional employee
shall be void. Professional employees shall have the right to file a grievance under the collective bargaining agreement or request a hearing pursuant to section 1121 through 1132, but not both.


§11-1141. Definitions

For the purposes of this subdivision. —

(1) "Teacher" shall include all professional employees and temporary professional employees, who devote fifty per centum (50%) of their time, or more, to teaching or other direct educational activities, such as class room teachers, demonstration teachers, museum teachers, counselors, librarians, school nurses, dental hygienists, home and school visitors, and other similar professional employees and temporary professional employees, certificated in accordance with the qualifications established by the State Board of Education.

(2) "Service increments" shall mean increases in annual salary granted to all professional employees by reason of their years of service in the school district or vocational school district.

(3) "Standard certificate" shall mean any one of the following certificates: permanent State certificate, State Normal School certificate, State Normal School diploma, temporary standard certificate, permanent standard certificate, State standard limited certificate, temporary extension standard certificate, permanent extension standard certificate.

(4) "College certificate" shall mean a college provisional certificate, a college permanent certificate, or its equivalent.
"Master's Degree" shall mean, a degree secured at a college or university approved by the Department of Public Instruction.

The State Board of Education shall establish equivalents for both college certificates and master's degrees. In determining the equivalents, in the case of teachers of applied arts and vocational subjects, the State Board of Education shall give due consideration to practical experience in the field taught.


§11-1142. Minimum Salaries and Increments

(a) Except as hereinafter otherwise provided, all school districts and vocational school districts shall pay all regular and temporary teachers, supervisors, directors and coordinators of vocational education, psychologists, teachers of classes for exceptional children, supervising principals, vocational teachers, and principals in the public schools of the district the minimum salaries and increments for the school year 1968-1969 and each school year thereafter, as provided in the following tabulation in accordance with the column in which the professional employee is grouped and the step which the professional employee has attained by years of experience within the school district each step after step 1 constituting one year of service. When a school district, by agreement, places a professional employee on a step in the salary scale, each step thereafter shall constitute one year of service. When a district adopts a salary scale in excess of the mandated scale, it shall not be deemed to have altered or increased the step which the employee has gained through years of service.

(b) Professional employees shall be grouped in the following columns:

Class A. Teachers holding a standard certificate valid for the subject or grades in which the teacher is giving instruction.

Class B. Teachers holding a college certificate valid for the subjects or grades in which the teacher is giving instruction.

Class C. Teachers of classes approved by the Department of Public Instruction for exceptional children holding a standard certificate valid for the subjects or grades in which the teachers is giving instruction.

Class D. Teachers of classes approved by the Department of Public Instruction for exceptional children holding a college certificate valid for the subjects or grades in which the teacher is giving instruction.

Class E. Supervisors, directors and coordinators of vocational education, who devote one-half or more of their time to supervision of instruction, and psychologists, holding a standard or college certificate.
Class F. Principals, who devote one-half or more of their time to supervision and administration and having less than twenty (20) teachers under their supervision, who hold a standard certificate, or college certificate.

Class G. Such principals, having twenty (20) or more teachers under their supervision, but less than forty (40), and who hold a standard certificate, or college certificate.

Class H. Such principals, having forty (40) or more teachers under their supervision, but less than sixty (60), and who hold a standard certificate, or college certificate.

Class I. Such principals, having sixty (60) or more but less than eighty (80) teachers under their supervision, and who hold a standard certificate, or college certificate.

Class J. Such principals, having eighty (80) or more teachers under their supervision, and who hold a standard certificate, or college certificate. Master's Degree.

Class K. Supervising principals, having less than forty (40) teachers under their supervision, and who hold a standard certificate, or college certificate.

Class L. Supervising principals, having forty (40) or more teachers under their supervision, but less than sixty (60), who hold a standard certificate, or college certificate.

Class M. Supervising principals, having sixty (60) or more teachers but less than eighty (80) under their supervision, and who hold a standard certificate, or college certificate.

Class N. Supervising principals, having eighty (80) or more but less than one hundred (100) teachers under their supervision, and who hold a standard certificate or college certificate.

Class O. Supervising principals, having one hundred (100) or more teachers under their supervision, and who hold a standard certificate or college certificate.

Class P. Vocational teachers, holding a standard or college certificate valid for the subjects or grades in which the teacher is giving instruction, and who is employed for the entire calendar year because of seasonal activities.

(e) In the case of any professional employee or temporary professional employee who holds a Master's Degree or its equivalent, two (2) additional steps of three hundred dollars ($300) each shall be added to his class.

(f) The mandated salaries provided in this section shall be applicable to all professional and temporary professional employees within their respective class. The annual salaries payable under this section for the school year 1968-1969 and
each school year thereafter, shall include an annual service increment for service in the school district during the previous school year by advancing the salary of the professional or temporary professional employee at least one full step on the minimum salary schedule or to the step on which he is entitled to be placed by virtue of years of experience within the school district, whichever is higher.

(g) Any professional employee or temporary professional employee who holds a Master's Degree or its equivalent shall be placed on a step which shall be at least three hundred ($300) in addition to the minimum salary of an employee who holds a college certificate and who does not hold a Master's Degree and who has the same number of years of service in the district.

(h) The salaries and increments provided by this section may be reduced by written agreement between the school district and the employee for the purpose of the school district purchasing a tax-sheltered annuity contract, a retirement income endowment policy, or other similar annuity contract. The reduction shall not exceed the premium for the annuity.

Wildrick v. Board of Directors of Sayre Area School District, 491 Pa. 25, 417 A.2d 617 (1980). Law requires only a minimum salary; it does not prescribe how greater salaries must be determined. There is no duty to maintain proportional categories or steps above the minimum.

Robinson v. Abington Education Association, 492 Pa. 218, 423 A.2d 1014 (1980). District and association could legally bargain away special ed. teachers' $200 increment as long as teachers were paid the minimum in the mandated salary schedule.


Southern Tioga Education Association v. Southern Tioga School District, __ Pa. Commw. ___, 668 A.2d 260 (1995)—Employees have no remedy for back pay under the School Code for errors in crediting prior service for salary purposes if the local salary schedules exceed the minimums set forth in the School Code. Any remedy afforded such employees must rise or fall on the basis of their collective bargaining agreement.

Mifflinburg Area Education Association v. Mifflinburg Area School District, 555 Pa. 326, 724 A.2d 339 (1999).—The minimum salary provisions of the School Code mandate that employees must receive salary credit for all years of service within the same school district. Individuals who work for a district, leave their employment with the district, and then subsequently return to work for that same school district must receive salary credit for all years of service for that district, including the years prior to the break in service.

Penns Manor Area School District v. Penns Manor Education Association, 556 Pa. 438, 729 A.2d 71, (1999)—Based upon Mifflinburg, supra, and the minimum salary provisions of the School Code, the Pennsylvania Supreme Court has sustained an arbitrator’s award granting salary credit for long-term substitute service time.
Warwick Education Association v. Warwick School District (Gershenfeld Gladys, Arb.)(Sept. 2002)—To be placed on the Master’s salary column, the Master’s Degree must be related to the area taught.

Chambersburg Area School Dist. v. Chambersburg Area Educ. Ass’n, 811 A.2d 78, (Cmwlth. Ct. 2002), appeal granted 822 A.2d 705, 573 Pa. 680, affirmed 854 A.2d 1277, 578 Pa. 638. School district's refusal to consider new teachers' prior service as substitute teachers when establishing salaries violated School Code, and collective bargaining agreement that expressly incorporated School Code. Arbitrator rejected school district argument that teachers' association was aware of prior court holdings allowing for credit for prior service and deliberately bargained away issue of such credit, finding that neither teachers' association nor school district negotiated in a manner which indicated knowledge of prior court holdings.

Greater Johnstown School Dist. v. Greater Johnstown Educ. Ass’n, ___ Pa. Commw. 804 A.2d 680, (2002), appeal denied 812 A.2d 1231, 571 Pa. 710. Provision of collective bargaining agreement, denying rights for substitute employees hired as regular employees, to seniority calculations, salary schedule placement, or accumulation of sick leave for any or all time spent as substitute employee, violated School Code, which required salary credit for long-term substitute service in the same school district where substitute was hired as full-time professional, and as such, this provision of the agreement was invalid.

North Pocono School Dist. v. North Pocono Educational Support Personnel Ass’n, 835 A.2d 405 (Cmwlth. 2003). Teachers were entitled to receive compensation for make-up days scheduled due to inclement weather; the collective bargaining agreement (CBA) between the Association and school district specifically stated that employees were not required to work during periods of school closing that were caused by inclement weather and that such loss of time “shall result in no loss of pay,” and the make-up days were caused by the school closing due to inclement weather.

§11-1142.1 Minimum Salaries for Teachers

(a) Notwithstanding the provisions of section 1142, the minimum salary paid to full-time teachers for the school term 1988-89 and each school term thereafter, shall be eighteen thousand five hundred dollars ($18,500) as provided in this section.

(b) This section shall not require, and shall not be construed to require, the modification, renegotiation or reopening of any contract or agreement in effect on the effective date of this section between a public employer and a public employee or employee organization pursuant to the act of July 23, 1970 (P.L. 563, No. 195) known as the "Public Employee Relations Act" nor shall the salary or any other terms of any such contract or agreement be superseded or modified by this section: Provided, that the board of school directors of a school district may at any time during the term of such contract or agreement implement the minimum salary provisions of this section for the entire school term in the manner provided in section 1151. Whenever a board of school directors of a school district exercises the power granted by this subsection to implement the minimum salary provisions of this section, it shall implement them by making a supplemental salary payment to
each full-time teacher who qualifies for such payment in an amount equal to the
difference between eighteen thousand five hundred dollars ($18,500) and the salary
to which such teacher is entitled under the terms of the applicable contract or
agreement and shall be entitled to receive the special payment provided by section
2594.

(c) The board of school directors of a school district shall pay to full-time
teachers a salary which equals at least eighteen thousand five hundred dollars
($18,500) for the school term beginning after the expiration of the term of any
contract or agreement in effect on the effective date of this section between a public
employer and a public employee or employee organization pursuant to the "Public
Employee Relations Act," and for each school term thereafter.

(d) For purposes of this section, the following terms shall have the following
meanings:
"Board of school directors" shall mean board of school directors,
intermediate unit board of directors and area vocational-technical board.
"School district" shall mean school district, intermediate unit and area
vocational-technical school.
"Teacher" shall mean classroom teachers and all others included within the
definition of "teacher" in section 1141, including speech correctionists and
instructional department chairmen employed by a school district.

§11-1144. Additional Increments for College Certificate or Master's Degree

Any professional employee or temporary professional employee, who, during the
term of his employment, shall receive a college certificate or shall earn a Master's
Degree, shall, commencing with the next succeeding school term, be entitled to the
compensation prescribed for his new status, which shall be at least three hundred
dollars ($300) in excess of the annual service increment earned by him during the
previous year.

Any temporary professional employee who holds a Master's Degree at the time of
his initial employment in the public schools of this Commonwealth shall receive,
commencing with the second year of service, compensation of at least three hundred
dollars ($300) in excess of that to which such employee would otherwise be entitled.

Warwick Education Association v. Warwick School District (Gershenfeld Gladys,
Arb.)(Sept. 2002)—To be placed on the Master’s salary column, the Master’s Degree
must be related to the area taught.

See §1142 supra.

§11-1144.1 Teachers of Applied Arts and Vocational Subjects

Teachers of applied arts and vocational subjects who hold a standard certificate
shall be entitled to the same minimum salary and increments as teachers who hold a
college certificate.
Teachers of applied arts and vocational subjects who hold a standard certificate and have earned an additional thirty (30) semester hours of credit in professional education in the teaching field in which said teacher is engaged or related thereto shall be entitled to the same minimum salary and increments as teachers holding a Master's Degree.

§11-1145. Minimum Salaries for Teachers with Emergency Certificates

In all school districts and vocational school districts, the minimum annual salary of teachers, who hold only emergency certificates for any grade or subject which they teach, shall be one thousand six hundred dollars ($1600).

§11-1146. Part-time Teachers, etc.

The minimum salary of all part-time teachers, supervisors and principals shall be as follows:

(1) Special Education. Teachers having a certificate valid for the subjects in which the teacher is giving instruction, employed to teach children of exceptional physical or mental condition who are unable to attend a regular public school, four dollars ($4.00) per hour.

(2) General Extension Education.

(a) Teachers, supervisors and directors of extension schools and classes holding a certificate valid for the subjects in which the teacher is giving instruction, four dollars ($4.00) per hour.

(b) Teachers, leaders, supervisors and directors of extension recreation activities holding a certificate valid for the subjects in which he is giving instruction, two dollars and fifty cents ($2.50) per hour.

(c) Whenever better qualified recreation teachers and leaders are not available, persons possessing evidence of graduation from an approved four year high school and actual experience in a given field of recreation may be issued an emergency certificate for service in that field, the required minimum salary for whom shall be one dollar and fifty cents ($1.50) per hour.

(3) Teacher load.

(a) Ten (10) clock hours of service per week shall constitute the maximum teacher load for general extension teachers who are also concurrently engaged in full-time day-school teaching or other full-time employment.
(b) Thirty (30) clock hours of service per week shall constitute the maximum teacher load for such teachers not otherwise concurrently employed.

(4) Vocational Extension Education.

(a) Teachers and supervisors in approved programs of vocational adult extension education, four dollars ($4.00) per hour.

(b) All part-time teachers and supervisors in approved vocational extension education shall be limited to a maximum of ten (10) hours per week at the rate of four dollars ($4.00) per hour. When hours in excess of ten (10) hours per week are assigned the hourly rate shall be adjusted by the district to conform with the established schedule but shall be not less than one dollar and seventy-five cents ($1.75) per hour.

(5) Director load.

(a) Forty-eight (48) clock hours of service per week for fifty (50) weeks shall constitute the maximum load for full-time directors of extension education or recreation programs.

(b) Fifteen (15) clock hours of service per week shall constitute the maximum load for part-time directors of extension education or recreation programs who are concurrently engaged in full-time day-school teaching or other full-time employment the program shall maintain a minimum of twelve (12) classes or activities operating simultaneously.

(c) Forty-eight (48) clock hours of service per week shall constitute the maximum load for part-time directors not otherwise concurrently employed the program shall maintain a minimum of twelve (12) classes or activities operating simultaneously.

§11-1147. Increase or Decrease of Usual Number of Periods Per Day

Teachers who are required, because of additional work, to devote more than the usual number of periods per day to their duties, shall be entitled to a fair increase in compensation to be determined by the board of public education or the board of school directors. Teachers, who may be employed in giving instruction for only part of a day, shall render such other service for such a period of time per day as the board of school directors may direct, but if such service cannot be assigned to such teacher by the board of school directors, the salary paid to such teacher shall be proportioned to the number of hours of service rendered.

§11-1148. Substitute Teachers
Substitutes shall be paid not less than the minimum salary provided for by section 1142, or in the event they are employed for less than a full school year, the proportionate part of such minimum salary equal to the proportionate part of the school year during which they were employed, arrived at by dividing the number of days during which a substitute was employed by the total number of days the schools of the district were in session during the school year.

§11-1149. Increments when Employed by Another District

The increments herein provided for are applicable only where the beneficiaries thereof remain in the service of the same school district. Where such teachers enter a new district they shall enter at a point in the schedule to be agreed upon between said teachers and the employing districts, which agreements shall be made a part of the contract between them.


§11-1150. Schedules for Teachers, etc., not Provided for

The board of school directors of each school district shall establish a salary schedule with increments for all members of the teaching and supervisory staff not included in any of the foregoing schedules.

§11-1151. Salary Increases; Demotions

The salary of any district superintendent, assistant district superintendent or other professional employee in any school district may be increased at any time during the term for which such person is employed, whenever the board of school directors of the district deems it necessary or advisable to do so, but there shall be no demotion of any professional employee either in salary or in type of position, except as otherwise provided in this act, without the consent of the employee, or, if such consent is not received, then such demotion shall be subject to the right to a hearing before the board of school directors and an appeal in the same manner as hereinbefore provided in the case of the dismissal of a professional employee.

Standards


Commonwealth, Department of Education v. Kauffman, 21 Pa. Commw. 89, 343 A.2d 391 (1975). On record of that case, it was not a demotion to move high school guidance counselor to eight grade teacher.


Piazza v. Millville Area School District, 155 Pa.Commw. 176, 624 A.2d 788 (1993). A demoted employee must raise seniority issues before the Board because the Secretary has no authority to consider them.

Harris v. School District of Philadelphia, 155 Pa.Commw. 169, 624 A.2d 784 (1993). A demotion may be challenged substantively only if it was made arbitrarily or in a discriminatory manner.

Hearing


Meck v. Carlisle Area School District, 155 Pa.Commw. 469, 625 A.2d 203 (1993). If an appeal is improperly before the court of common pleas, it must transfer the matter to the Secretary of Education. Where only one employee is affected, the district's action cannot be a realignment.


Kaczmarcik v. Carbondale Area School District, 155 Pa.Commw. 294, 625 A.2d 126 (1992). An employee may waive the fifteen day requirement of Section 1127 by indicating that a mutually convenient time will suffice. If members of the Board are present and vote, a hearing examiner may lawfully conduct the hearing.

Ahern v. Chester-Upland School District, 136 Pa.Commw. 251, 582 A.2d 741 (1990). A demotion may not take effect until after a proper hearing. A new administrative compensation plan that did not affect salary but required working 12 months a year was not a demotion and therefore could take effect immediately.
Remedy

West Middlesex Area School District v. Commonwealth, Pennsylvania Labor Relations Board, 55 Pa. Commw. 404, 423 A.2d 781 (1980). Since issue at demotion hearing was different than issue under just cause provision of contract, employee was entitled to pursue both remedies; no election of remedies problem.


Hritz v. Laurel Highlands School District, 167 Pa.Commw. 353, 648 A.2d 108 (1994). A demotion is not the same thing as a suspension and therefore does not give rise to 1125.1(c) bumping rights. A "realignment-demotion" which does give rise to bumping rights occurs only where the demotion 1) is due to one of the Section 1124 reasons and 2) involves some sort of regrouping or reorganization of employees beyond the demoted individual.

Filoon v. Middle Bucks Area Vo-Tech School, 160 Pa.Commw. 124, 634 A.2d 726 (1993). An employee is not entitled to realignment rights where he has received a "pure demotion" in accordance with Section 1151.

Jefferson County DuBois Area Vo-Tech Committee v. Vocational-Technical Educ. Ass’n, (McDaniel, Arb., June 2004)—An employee who is reduced from full-time to half-time due to a decline in enrollment in his particular class has received a “pure demotion” and is not entitled to Section 1125.1(c) realignment rights based upon seniority under Hritz, Filoon, and Mech v. Carlisle Area Sch. Dist., 625 A.2d 203 (Pa. Commw. Ct. 1993).

§11-1151-A. Agreement and Enforcement

Any determination of the arbitrators to be implemented under this article shall be memorialized as a written agreement by and between the school entity and the employe organization to be signed and sealed by their duly appointed officers and agents as provided by law. The executed agreement shall be enforceable by each party in the manner as provided by law, including without limitation and in derogation to the mandatory arbitration of disputes or grievances under the act of July 23, 1970 (P.L. 563, No. 195), known as the "Public Employe Relations Act." In the event that a school entity or an employe organization refuses to execute a written agreement under this section, the employe organization or the school entity may institute a cause of action in the court of common pleas to compel compliance with the provision of this section requiring a written agreement and, in the appropriate case, specific performance of the determination.

§11-1152. Compensation in Excess of Schedule; Temporary or Emergency Increases

The foregoing schedules prescribe a minimum salary in each instance, and where an increment is prescribed, it is also a minimum. It is within the power of the boards of school directors to increase for any person or group of persons, included in any
schedule, the initial salary or the amount of an increment or the number of increments.

Nothing contained in this act shall be construed to interfere with or discontinue any salary schedule rights, tenure rights, or other privileges or terms of employment now or heretofore in force in any school district, provided such shall meet the requirements of this act, nor to prevent the adoption of any salary schedule in conformity with the provisions of this act.

In addition to the salaries provided for by this act, the board of directors of each school district is hereby authorized to grant temporary or emergency increases in salaries to members of its teaching or supervisory staff for any period, and to discontinue such increases at the end of the period for which the same were granted, any law to the contrary notwithstanding. In order to pay the amount of salary hereby provided for, the board of school directors of any school district may revise its budget by increasing its appropriation or appropriations for salaries of members of the teaching and supervisory staffs of the school district for any year. The funds therefore shall be provided from unexpended balances in existing appropriations, from unappropriated revenue, if any, or from temporary loans. Any temporary or emergency increases heretofore or hereafter granted by any school district, and the discontinuance thereof at the end of the period for which granted, and any contracts, rights, tenure rights, or other privileges or terms of employment heretofore in effect in any school district, provided the same shall meet the requirements of this act, are hereby ratified, confirmed and made valid, notwithstanding the terms or provisions of any other act or that the same may have been done without previous authority of law.

No school district shall be required to pay any increments provided for hereby to any teacher who is rated unsatisfactory for any part of the probationary period of such teacher.

§11-1153. Payment of Salaries of Teachers when Prevented from Rendering Services

When a board of school directors is compelled to close any school or schools on account of contagious disease, the destruction or damage of the school building by fire or other causes, the school district shall be liable for the salaries of the teachers of said school or schools for the terms for which they were engaged. Whenever a teacher is prevented from following his or her occupation as a teacher, during any period of the school term, for any of the reasons in this section specified, the school district shall be liable for the salary of such teacher for such period, at the rate of compensation stipulated in the contract between the district and the teacher, in addition to the time actually occupied in teaching by such teacher.

Whenever a teacher is prevented by sickness or some other unavoidable circumstance from following his or her occupation, the school district may, at the discretion of the directors, make such payments of compensation during the period of absence from duty as the exigencies of the case may seem to warrant. In the case of sickness, no payments shall be made unless the teacher shall have furnished to the
board of school directors a certificate from a physician stating the nature of the sickness and certifying that he or she was unable to perform duties as a teacher.

§11-1154. Payment of Salaries in Cases of Sickness, Injury or Death

(a) In any school year whenever a professional or temporary professional employee is prevented by illness or accidental injury from following his or her occupation, the school district shall pay to said employee for each day of absence the full salary to which the employee may be entitled as if said employee were actually engaged in the performance of duty for a period of ten days. Any such unused leave shall be cumulative from year to year in the school district of current employment or its predecessors without limitation. All or any part of such accumulated unused leave may be taken with full pay in any one or more school years. No employee's salary shall be paid if the accidental injury is incurred while the employee is engaged in remunerative work unrelated to school duties.

Whenever the boards of school directors of two or more school districts may establish any joint elementary public school, high school or department, or whenever two or more school districts shall merge or form a union school district or administrative unit in accordance with the provisions of sections 291, 292, 293, 294, 295, 296 and 297 of this act, the professional or temporary professional employees employed by the several boards of school directors establishing such joint school or department or merged or union school district or administrative unit shall be entitled to the sick leave accumulated in the individual school districts subsequently establishing such joint school or department or merged or union school district or administrative unit.

Professional and temporary professional employees who sever their employment with one school district and enter into employment with another school district shall be entitled to all accumulated leave not exceeding a maximum of twenty-five (25) working days acquired during their employment in the school districts of the Commonwealth.

The board of school directors may require the employee to furnish a certificate from a physician or other practitioner certifying that said employee was unable to perform his or her duties during the period of absence for which compensation is required to be paid under this section.

The board of school directors of each school district shall maintain and supply annually to each professional and temporary professional employee a copy of a cumulative record of sick leave credited to and used by such professional or temporary professional employee. In any case involving a dispute over the amount of accumulated sick leave, a professional or temporary professional employee shall have a right of appeal to the Secretary of Education pursuant to such rules and regulations as he may establish.

(b) Whenever a professional or temporary professional employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of three
school days. The board of school directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or near relative who resides in the same household, or any person with whom the employee has made his home.

(c) Whenever a professional or temporary professional employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral. The board of school directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

(d) All compensation required to be paid under the provisions of this act shall be paid to the employee in the same manner and at the same time said employee would have received his salary if actually engaged in the performance of this duties.

(e) Any board of school directors may adopt rules or regulations pertaining to the payment of salaries of employees when absent from duty, extending the period of leave with or without pay in excess of that herein provided, or authorizing leaves with pay for other purposes. This act is not intended to repeal any rule or regulation of any board of school directors now in effect which does provide for such additional compensation or additional period of leave with pay.


Mascio v. Moon Area School District, 89 Pa. Commw. 352, 500 A.2d 1237 (1985). Transfer of 25 days between districts allowed even though teacher had break in service between districts; immediate reemployment not required.

Riverview School District v. Riverview Education Association, 162 Pa.Commw. 644, 639 A.2d 974 (1994). To be valid, a physician's excuse must state that the employee was unable to perform his or her duties during the relevant time.


Crawford County Vo-Tech Sch. v. Crawford County Vo-Tech Educ. Ass’n, (Winters, Arb., Feb. 2004)—Grievant whose back injury still required her to work restricted duty on a part-time basis was entitled to use her accrued sick leave in a manner wherein she worked three days a week, but then used sick leave for the remaining two days of the
week since sick leave is a statutory entitlement and as such, a school employer may not dictate to an employee how sick leave should be used.

**Prorating Leave**


**Appeal of John D. Griffith,** T.T.A. No. 7-78. Teacher who takes sabbatical leave for entire year is not allowed to accumulate any sick leave for that year.

**Appeal of Rebecca Raybuck v. Du Bois Area School District,** T.T.A. No. 22-78. Sick leave can be prorated for teacher who takes sabbatical leave for part of school year, except where sabbatical is taken for illness.

**Appeal of Donald Claypool,** T.T.A. No. 18-80. Sick leave cannot be prorated because of teacher's inability to complete school year due to illness.

**Appeal of Frederick Retsch,** T.T.A. No. 19-80. Teacher who works three days a week receives prorata sick leave.

**Child Rearing/Bearing Leave**

See 16 Pa. Code §41.103(c).

**§11-1154.1 Alternative Payment Plan**

(a) In any school year whenever a professional, temporary professional or nonprofessional employee is prevented by illness or accidental injury from following his or her occupation, the school district or other school entity by written agreement with the employee may, as an alternative to the payments provided in section 1154(a), establish a plan excluding from wages payments made as provided in section 209(b) of the Social Security Act (49 Statute 629).

(b) The State Treasurer is authorized to recover, on behalf of the Commonwealth and school districts and all other school entities enumerated in this act and on behalf of all officers and employees thereof, Social Security overpayments made to the United States Treasury.

(c) The expenses incurred by the State Treasurer in recovering such overpayments may be paid out of any recoveries of overpayments on behalf of the Commonwealth and school entities.

(d) The State Treasurer may take such actions as he deems reasonable in the recovery of such overpayments.

(e) The full amount of any recoveries of overpayments for employees shall be refunded to such employees. The amount of any recoveries on behalf of school
entities, after deducting the expenses of collection, shall be transferred or credited to
the school entities. Only expenses previously paid by the State Treasurer shall be
refunded from such recoveries. Any unpaid expenses shall be paid from such
recoveries.

§11-1155. Preferred Claims; Short-term Loans

The payroll obligations of each school district shall be preferential claims. It shall
be the duty of the board of school directors of each district to provide for the
payment of payroll obligations before authorizing the payment of any other current
expense except for fuel, water, electric service, or such supplies as are actually
essential for keeping the schools in session. In order to meet payroll requirements
the board shall, if necessary, negotiate such short term loans as are necessary and
possible in accordance with the law governing the borrowing powers of the district.

In the event the payment of salaries of employees of any school district is not made
when due, the school district shall be liable for the payment of same, together with
interest at six per centum (6%) per annum from the due date: Provided, That no
school district shall be required to pay interest on unpaid salaries, if the failure to
pay salaries is occasioned by the failure of the Commonwealth to make payment of
semi-annual allotment of appropriation at the time that such payment is due.

§11-1162. Joint Employment Including Supervisors or Teachers of Special Subjects

Two or more school districts may, upon the nomination or joint nomination of the
county superintendent, district superintendent or supervising principal under whose
supervision such districts may be, join in the employment of a supervisor or teacher
of drawing, music, or other special subject, for part or all of the schools of such
districts and may jointly prescribe his duties and fix and pay his compensation,
under and subject to the provisions of this article governing the employment and
tenure of professional employees. Such employment of teachers of special subjects
shall include, for the purpose of easing the transition period of immigrants residing
in such school districts, the employment of special teachers who speak the idiomatic
or colloquial language of! immigrants residing in such school districts.

§11-1164. Compensation Plans for School Administrators

(a) As used in this section, the following words will have the following meanings:

"Administrative compensation" shall mean administrator salaries and fringe
benefits and shall include any board decision that directly affects administrator
compensation such as administrative evaluation and early retirement programs.
"School administrator" shall mean any employee of the school entity below the rank of district superintendent, executive director, director of vocational-technical school, assistant district superintendent or assistant executive director, but including the rank of first level supervisor, who by virtue of assigned duties is not in a bargaining unit of public employees as created under the act of July 23, 1970 (P.L. 563, No. 195), known as the "Public Employee Relations Act." However, this definition shall not apply to anyone who has the duties and responsibilities of the position of business manager or personnel director, but not to include principals.

"School employer" shall mean a board of school directors, the area vocational-technical school board of directors or the intermediate unit board of school directors as defined in this act.

(b) The purpose of this section is to provide a means by which compensation matters affecting school administrators can be resolved within the framework of a management team philosophy.

(c) School employers, upon the written request of a majority of the school administrators in the district, shall be required to meet and discuss in good faith with the school administrators on administrator compensation prior to adoption of the compensation plan.

(d) School employers shall be required to adopt written administrator compensation plans which shall apply to all eligible school administrators, as provided in this section, and which shall continue in effect until a time specified in the compensation plan, but in no event for less than one school year.

(e) An administrator compensation plan adopted pursuant to this section shall include, but not be limited to, the following items:

1. A description of the program determining administrative salaries.
2. Salary amounts or a salary schedule.
3. A listing of fringe benefits.

(f) School employers and school administrators shall continue to be subject to the act of June 30, 1947 (P.L. 1183, No. 492), referred to as the Public Employee Anti-Strike Law.

Ahern v. Chester-Upland School District, 136 Pa.Commw. 251, 582 A.2d 741 (1990). A demotion may not take effect until after a proper hearing. A new administrative compensation plan that did not affect salary but required working 12 months a year was not a demotion and therefore could take effect immediately.

§11-1166. Persons Entitled

(a) Any person employed in the public school system of this Commonwealth who has completed ten (10) years of satisfactory service as a professional employee or member of the supervisory, instructional or administrative staff, or as a commissioned officer, of any board of school directors, county board of school directors, or any other part of the public school system of the Commonwealth, shall be entitled to a leave of absence for professional development or a sabbatical leave for restoration of health or, at the discretion of the board of school directors, for other purposes. At least five consecutive years of such service shall have been in the school district from which leave of absence for professional development or sabbatical leave for restoration of health is sought, unless the board of school directors shall in its discretion allow a shorter time: Provided, however, That in the case of professional employees of area vocational-technical schools or technical institutes prior service in the participating school districts shall be credited toward such service requirement. A leave of absence for professional development or sabbatical leave for restoration of health shall be for a half or full school term or for two half school terms during a period of two years, at the option of such person: Provided, however, if a sabbatical leave is request because of the illness of an employee, a leave shall be granted for a period equivalent to a half or full school term or equivalent to two half school terms during a period of two years: Provided further, That if a sabbatical leave for restoration of health or a leave of absence for professional development for one half school term or its equivalent has been granted and the employee is unable to return to school service because of illness or physical disability, the employee, upon written request prior to the expiration of the original leave, shall be entitled to a further sabbatical leave for one half school term or its equivalent: Provided further, That if a sabbatical leave for a full school term or its equivalent has been granted and the employee is unable to return to school service because of illness or physical disability, the board of school directors may extend such leave for such periods as it may determine but not to exceed one full school term or its equivalent. Thereafter, one leave of absence shall be allowed after each seven years of service.

(b) A sabbatical leave for restoration of health or a leave of absence for professional development granted to a regular employee shall also operate as a leave of absence without pay form all other school activities.

Requirements

Fox Chapel Area School District v. Dunlap, 53 Pa. Commw. 479, 417 A.2d 1329 (1980). Two years means 24 months; sabbatical must be completed within 24 months of effective starting date. Can't require teacher to apply for both halves at same time.


Pennsbury School District v. Walker, 67 Pa. Commw. 568, 447 A.2d 1089 (1982). Teacher must have seven years of service after most recent sabbatical leave before becoming eligible for second sabbatical; year on sabbatical does not count as one of seven.


Vested Right


Miscellaneous


McCann and DeMaria v. Reynolds School District, (Mercer County Court, 1989) (7/27/89 mailing). Request for sabbatical must be made before effective date of furlough.


§11-1166.1 Leaves of Absence for Professional Development

(a) A leave of absence for professional development shall be directly related to the professional responsibilities as determined by the board of school directors and shall be restricted to activities required by regulation(s) of the State Board of Education and by the laws of this Commonwealth for a professional certificate or commission or to improve professional competency. All requests for a leave of absence for professional development shall be subject to review and authorization by the board of school directors, which shall have sole authority to adopt and enforce policy establishing the conditions for approval of such leaves. At a minimum for a half school term, a leave of absence for professional development shall consist of any of the following or a combination thereof: nine (9) graduate credit, twelve (12) undergraduate credits, one hundred eighty (180) hours of professional development activities. At a minimum for a full school term, a leave of absence for professional development shall consist of any of the following or a
combination thereof: eighteen (18) graduate credits, twenty-four (24) undergraduate credits, three hundred sixty (360) hours of professional development activities.

(b) The employee requesting a leave of absence for professional development shall submit to the board of school directors a detailed plan describing the professional development activities to be undertaken. The board shall be authorized to approve or reject the plan, consistent with its written policy. Upon completion of the leave, the employee shall provide to the board of school directors satisfactory evidence that the employee's approved plan for professional development was fully complied with during the leave of absence. If the employee fails to do so, unless prevented by illness or physical disability, the employee shall forfeit all benefits to which said employee would have been entitled under the provisions of this act for the period of the absence for professional development.

§11-1167. Preferences; Limitations

Applications for leaves of absence shall be given preference, according to the years of service since the previous sabbatical leave of the applicant, and in accordance with regulations adopted by the board of school directors.

No school district shall limit the number of leaves of absence granted in any school year to less than ten per centum (10%) of the number of persons eligible for such leave of absence regularly employed in such district. Schools which have a staff of seven (7) or less teachers shall be permitted at least one leave of absence each term.

School District of the City of Duquesne v. Duquesne Education Association, PSEA/NEA, 99 Pa. Commw. 63, 512 A.2d 103 (1986). This section did not prevent district from granting sabbaticals to more than 10% of teachers eligible; rather, district couldn't limit number eligible to less than 10%.

§11-1168. Return to Employment

(a) No leave of absence shall be granted unless such person shall agree to return to his or her employment with the school district for a period of not less than one school term immediately following such leave of absence.

(b) No such leave of absence shall be considered a termination or breach of the contract of employment, and the person on leave of absence shall be returned to the same position in the same school or schools he or she occupied prior thereto.

(c) If the employee fails to return to employment, unless prevented by illness or physical disability, the employee shall forfeit all benefits to which said employee would have been entitled under the provisions of this act for the period of the leave.

(d) If such employee resigns or fails to return to his employment, the amount contributed by the school district under section 1170 of this act to the Public School Employees' Retirement Fund shall be deducted from the refund payable to such
employee under existing law and the amount so deducted shall be refunded to the school district by which it was paid.


Roland v. Hanover Public School District, 97 York Legal Record 13 (1983). District couldn't move high school guidance counselor to middle school guidance counselor position after his sabbatical; "same school" means same school building.


Loewen v. State College Area School District, (Centre County Court, 7/11/85 mailing). Teacher who took half-year sabbatical was required to return to employment for one full school year.

Iroquois Area Educ. Ass’n v. Iroquois Area Sch. Dist. (Imundo, Arb., Nov. 2003)—Teacher who taught sixth grade math and science prior to a sabbatical could not be returned to a sixth grade English class when a less senior teacher remained teaching sixth grade science. While the District contended that the teacher was returned to a similar position—i.e., an elementary position—the arbitrator found that the sixth grade English and sixth grade science positions were two different positions.

§11-1169. Salary While on Leave

The person on leave of absence shall receive at least one-half of his or her regular salary during the period he or she is on sabbatical leave.

Nelson v. Western Beaver County School District, 89 Pa. Commw. 126, 491 A.2d 964 (1985). While on sabbatical, teacher should receive one-half of her salary at the time she applied for sabbatical.

§11-1170. Rights Retained

Every employee, while on sabbatical leave of absence, shall be considered to be in regular full-time daily attendance in the position from which the sabbatical leave was taken, during the period of said leave, for the purpose of determining the employee's length of service and the right to receive increments, as provided by law.
Every person on leave of absence shall continue his or her membership in the School Employees' Retirement Association. The school district shall pay into the School Employees' Retirement Fund on behalf of each such employee on leave, in addition to the contributions required by law to be made by it, the full amount of the contribution required by law to be paid by the employee, as though said employee were actually in regular full-time daily attendance in the position from which the sabbatical leave was taken, so that such employee's retirement rights shall be in no way affected by such leave of absence. The amount of the contribution required to be paid by the employee shall be deducted from any compensation payable to the employee while on leave.

Nothing in this subdivision of this article shall be construed to prevent any person on leave of absence from receiving a grant for further study from any institution of learning.


§11-1171. Regulations

The board of school directors shall have the right to make such regulations as they may deem necessary to make sure that employees on leave shall utilize such leave properly for the purpose for which it was granted, requiring reports from the employee or employees on leave in such a manner as they may deem necessary.


§11-1176. Leave of Absence

(a) Any employee of any school district, who shall have been regularly employed by any school district or vocational school district for any period, and who shall volunteer for military service in the armed forces of the United States of America in time of war or during a state of national emergency or who shall be inducted for military service in the Armed Forces of the United States of America at any time, shall, within thirty (30) days after the receipt of notice to report for duty, send a copy of such notice to the secretary of the school board by which he is employed.

(b) The secretary of the school board shall verify the information contained in the notice from any employee concerning selection or induction into military or naval service, and, upon verification of such facts, shall record the same in the records of the school board and send notice thereof to said employee.

(c) Without further action by the board of school directors, the employee inducted into military or naval service shall forthwith be considered to be upon
leave of absence for the entire duration of such service. All rights and privileges shall be reserved to such employee as if he continued in the service of said school board: Provided, That no such leave of absence shall be granted unless said employee shall in writing agree upon termination of the said leave to return to employment in said school district for a period of not less than one year.

Districts must give leaves of absence with pay, not to exceed 15 days in one year, to all members of the Reserves, 65 P.S. §114, and the National Guard, 51 Pa. C.S.A. §4102.


See also federal law, the Veteran's Reemployment Rights Statute, 38 U.S.C.S. §2024, providing for reemployment rights of persons who enlist in the armed forces.

Venango Technology Center Education Association v. Venango Technology Center—(Newman, Arb.)(November 2003)—The provisions of the School Code do not expressly provide for paid military leave. Rather, all that the School Code expressly provides for is the right to return to the same or similar position, to accrue salary credit, to accrue seniority, and to retain one’s status as a temporary or professional employee. Had the Legislature intended that military personnel receive paid military leave, it would have explicitly provided for such, similar to that which it did when enacting Section 114 of the Public Officer Code, 65 P.S. §114, which entitles reservists up to fifteen (15) days paid military leave per year.

§11-1177. Reinstatement in Former School Position

Upon termination of the military service of such an employee, the school board shall immediately return said employee to the same position in the same school or schools, from which said employee was granted leave of absence, or if this is impracticable in the opinion of the board, then to a similar position.

§11-1178. Rights Preserved During Leave of Absence

(a) Wherever a contract is required by law and wherever a contract actually exists between the school board and the employee, the same shall be considered to continue in full force and effect during said leave of absence.

(b) Increments shall not be abated during said leave of absence, but shall continue to accrue to such employees.

(c) The school district shall pay into the School Employees' Retirement Fund on behalf of each such employee, in addition to the contributions required by law to be made by it, the full amount of the contribution required by law to be paid by the employee, so that such employee's retirement rights shall in no way be affected by such leave of absence. If any such employee resigns, or fails to return to his employment as provided in this act, the amount contributed by the school district under this subsection shall be deducted from the refund payable to such employee under existing law, and the amount so deducted shall be refunded to the school district by which it was paid. If any such employee shall return within one year...
from the date of his discharge from military service to school service in any other school district within this Commonwealth, or as an employee of any institution or board, the employees of which are entitled to membership in the School Employees' Retirement Association in accordance with the provisions of the act, approved the eighteenth day of July, one thousand nine hundred seventeen (Pamphlet Laws 1043), as amended, he shall be entitled to have full credit for each year he spent in military or naval service upon his restoring to the School Employees' Retirement Fund, to the credit of the annuity savings account, his total accumulated deductions in the amount they should have been at the time he resigned from, or failed to return to, the school district from which he entered the military or naval service. Such back payments may either be paid in a lump sum or by such monthly payroll deductions as may be approved by the school employees' retirement board.

(d) The period of said leave of absence shall be considered as service to the school board in the matter of seniority rights and credit toward the time necessary for sabbatical leave. Such leave shall not be regarded as a sabbatical leave.

Venango Technology Center v. Venango County Technical Sch. Educ. Ass’n (Newman, Arb., Nov. 2003)—Professional employee who was called for active military leave for the Iraq war was not entitled to the difference between his military leave pay and what he would have earned if where had not been on military leave. Rather, all that was mandated in terms of pay during military leave is fifteen (15) days of full pay, as set forth in Pennsylvania’s Veterans Code, 65 P.S. § 114.

§11-1179. Continuation of State Appropriations

During the period of said leave of absence, if a qualified substitute is employed, the Commonwealth shall pay the school board the full amount of State contribution or grant as if the employee were performing his regular school duties for the school board.

§11-1180. Rights of Persons on Eligibility Lists

(a) No person who shall have acquired a place upon the eligibility list for any position in any school district shall suffer the loss of such listing and the position thereon as the result of such inducting into military or naval service. It shall be the duty of the school board to provide a fair and equitable method of preserving rights of such persons.

(b) Any person who shall have entered the military or naval services as aforesaid and whose name shall be reached upon said eligibility lists for any position in any school district shall be appointed to said position as if such person were in fact available for actual service in said position, and such person shall be so notified by the secretary of the school board of said district, and thereafter all of the provisions of this subdivision of this article shall apply.
§11-1181. Applicability and Intent

The provisions of this subdivision of this article shall apply to all employees of all school districts who volunteer or are inducted into the military or naval service under the laws of the United States of America.

It is the intention that such employees so affected shall retain all of the rights and privileges they shall have acquired prior to assignment to service under Federal statutes or any such rights and privileges they would have acquired or received if they had not been assigned to such service. It is intended that such employees assigned to such service shall be considered in all respects to be continuing in the service of the school board for which they were last working prior to such assignment to military or naval service.

§11-1182. Leave for Elective Public Office

Any full-time employee of a school entity who has been an employee for at least five (5) years and who has been elected to public office as a county official in any county of this Commonwealth, shall be entitled to a leave of absence for the first four (4) years of the elected period of service: Provided, however, That such leave of absence shall be without pay. Any employee qualifying for and desiring leave for elective public office shall file a written statement declaring the employee's intent to take a leave of absence together with a copy of the employee's official certification of election with the secretary of the school entity. Certification of election shall be recorded in the school board minutes at the next regular meeting of the board of directors. No employee on such leave of absence shall be eligible for retirement credit or for purchase of retirement credit at any future date for time spent on leave of absence. Should the employee decide to return to full-time employment with the school entity at the conclusion of the leave of absence, the employee shall be entitled to a position similar to that which the employee held prior to the leave of absence. Nothing in this section shall prohibit a board of school directors from granting a leave of absence, at its discretion, to any employee who has been elected to any public office other than as a county official.
ESEA

THE ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA)
OR THE “NO CHILD LEFT BEHIND” ACT

The ESEA is a complex federal law that must be implemented by the Pennsylvania Department of Education and the State Board of Education. The information provided below is up-to-date as of August, 2006. Be cautioned that the information may change depending on the State’s application of the law. For information regarding changes contact your UniServ Representative.

ESEA Overview

History

The Elementary and Secondary Education Act (ESEA) is not new legislation. It has been in existence since 1965 and is “re-authorized” by Congress every six years. The No Child Left Behind Act (NCLB) is the 2001 version of ESEA or “ESEA/NCLB”. The reauthorization process began in 2000 to update the previous version, ESEA ’94. While NCLB is touted by the administration as being revolutionary, many of the changes began in ESEA ’94. NCLB is supposed to be reauthorized by September 30, 2007.

The legislation is a lengthy document of over 1100 pages covering a number of areas important to education and teachers, including:

- Title I – Improving The Academic Achievement Of The Disadvantaged
- Title II – Preparing, Training, And Recruiting High Quality Teachers And Principals
- Title III – Language Instruction For Limited English Proficient And Immigrant Students
- Title IV – 21st Century Schools
- Title V – Promoting Informed Parental Choice And Innovative Programs
- Title VI – Flexibility And Accountability
- Title VII – Indian, Native Hawaiian, And Alaska Native Education
- Title VIII – Impact Aid Program
- Title IX – General Provisions

The section of ESEA/NCLB that has the greatest impact on Public Education in Pennsylvania is Title I – Improving The Academic Achievement Of The Disadvantaged, which will be the focus of this section.

Academic Standards

What the Law Says…

ESEA ’94 (Improving American Schools Act or IASA) mandated the development of “academic standards” by the States. These standards are to be applied to all students and all schools in the state. The NCLB language on academic standards is as follows:
ACADEMIC STANDARDS, ACADEMIC ASSESSMENTS, AND ACCOUNTABILITY.

(1) CHALLENGING ACADEMIC STANDARDS.

A. **IN GENERAL.** Each State plan shall demonstrate that the State has adopted challenging academic content standards and challenging student academic achievement standards that will be used by the State, its local educational agencies, and its schools to carry out this part, except that a State shall not be required to submit such standards to the Secretary.

B. **SAME STANDARDS.** The academic standards required by subparagraph (A) shall be the same academic standards that the State applies to all schools and children in the state.

C. **SUBJECTS.** The State shall have such academic standards for all public elementary school and secondary school children, including children served under this part, in subjects determined by the State, but including at least mathematics, reading or language arts, and (beginning in the 2005–2006 school year) science, which shall include the same knowledge, skills, and levels of achievement expected of all children.

D. **CHALLENGING ACADEMIC STANDARDS.** Standards under this paragraph shall include:
   - I. challenging academic content standards in academic subjects that:
     - specify what children are expected to know and be able to do;
     - contain coherent and rigorous content; and
     - encourage the teaching of advanced skills; and
   - II. challenging student academic achievement standards that:
     - are aligned with the State’s academic content standards;
     - describe two levels of high achievement (proficient and advanced) that determine how well children are mastering the material in the State academic content standards; and
     - describe a third level of achievement (basic) to provide complete information about the progress of the lower-achieving children toward mastering the proficient and advanced levels of achievement.

**Regulations**

The US Department of Education has promulgated regulations on Standards and Assessments. These regulations contain the following provisions:

- States are to develop content and achievement standards for all schools and all children (not just Title I schools or children).
- States have the flexibility to develop standards for each grades or more than one grade.
- If standards are developed for more than one grade, content expectations indicating what is to be taught at each grade level must be developed.
- High school standards must reflect what a State expects all high school students to know by the time they graduate, regardless of course titles or years completed.
- Achievement standards must:
  - Be aligned with state standards,
  - Include achievement levels that describe:
    - Two levels – proficient and advanced
A third level, basic, with complete information about the progress of lower achieving students
☐ Include a description of the competencies associated with each achievement level,
☐ Identify assessment or “cut” scores,
States must have achievement standards for each subject assessed.

**Standards and Pennsylvania**

The adoption of Chapter 4 regulations by the Pennsylvania State Board of Education laid the groundwork for Pennsylvania’s compliance with ESEA ‘01. Chapter 4 included content standards for mathematics, reading, and writing. The state board has also adopted content standards in most of the content areas.

In May 2001, the State Board adopted four levels and descriptors of achievement standards: below basic, basic, proficient, and advanced.

Beginning in the fall of 2004, the Pennsylvania Department of Education has posted what it calls “anchor standards” to help teachers identify the standards addressed on the PSSA. In June of 2005, the State Board adopted more comprehensive performance descriptors which will provide more information about how “proficient” students perform in math and reading.

The original standards adopted by the state board listed benchmarks for grades 3, 5, 8 and 11. The US Department of Education expects Pennsylvania to develop benchmarks for grades 4, 6, and 7 to coincide with the new state assessments for those grades.

**Accountability – Adequate Yearly Progress (AYP)**

**What the Law says…**

While AYP is not new to ESEA (it was first introduced in the IASA), NCLB has taken dramatic steps expand federal influence and impact on America’s schools. In short, States are held accountable and are required to hold local education agencies (LEA’s) accountable, developing standards and putting systems in place to ensure that students are able to meet or exceed those standards. States and LEA’s are to prove they’ve done so by assessing the students. The “or else” comes in the form of sanctions against the state, districts (LEA’s), and schools, however, the worst a State can be sanctioned is the loss of funds; schools, and their employees, can suffer worse fates. The remaining major aspects of Accountability are discussed later in this section. The actual language of the law is extensive. Here are the highlights:

- ESEA/NCLB has set a goal for ALL students in public schools, including those in charter schools, to meet or exceed the definition “proficient” as it is defined by each State relative to the State’s standards for mathematics and reading by the end of SY 13-14.
- Each State, district, and school, if it receives Title I funds, must make “adequate yearly progress” towards that goal.
- Each State must define its own AYP using its:
  ☐ own standards,
  ☐ definition of “proficiency,”
  ☐ technically rigorous assessments, and data based on those assessments.
- States may use a two- or three-year averaging formula to determine AYP.
States must use other indicators, specifically graduation rate is mandated as an indicator for high schools, but it must use the assessments as the primary measure of progress.

AYP must be made for each category: major racial and ethnic groups, economically disadvantaged students, students with disabilities, and students with limited English proficiency.

The starting point or baseline, using SY 01-02 data on the State’s assessment, is the higher of the percentage of students:
- in the lowest achieving group of students (see the above bullet), or
- in the lowest performing school whose student population represents the 20th percentile of state student population.

Numerical targets, both intermediate and annual measurable objectives, are set and all disaggregated groups of students and each group must move towards 100% proficiency over the next 12 years.

If any single student group or single school in the State fails to meet the target for a given year (achieve AYP), there are sanctions. (See: Accountability – Sanctions)

There is a “safe harbor” from sanctions. If a school makes at least a 10% reduction in the number of students (in each group) deemed to be non-proficient and makes improvement in one other indicator, it will not be subject to sanctions.

Example: A school has 30% of a particular group deemed proficient (70% non-proficient). It must have at least 37% (v. 63%) proficiency and progress in another indicator to avoid sanctions. (10% reduction of the 70% non-proficient boys)

Regulations

The US Department of Education has promulgated regulations on AYP. These regulations require that a state define AYP in a manner that:
- Applies the same standards to all schools in the state.
- Is statistically valid and reliable.
- Results in continuous improvement for all students.
- Measures progress of all public schools, LEAs, and the state.
- Measures progress separately for reading/language arts and for mathematics.
- Applies the same intermediate goals, annual measurable objectives, and other academic indicators to all students.

The regulations also recognize that there is a population of students in each state which consists of students who have the “most significant cognitive disabilities” that may be held, instead, to a standard of professional judgment or out of grade level standards. These students can be assessed by a State’s alternate assessment. USDOE has regulated a limit to the number of proficiency scores, obtained by out of grade level assessment, which can be used for AYP to a number equal to 1.0% of the total student population. In April of 2005, USDOE announced that states meeting certain conditions could use an additional 2% of student proficiency scores of students taking out-of-grade level assessments. States need to apply for this flexibility and produce valid assessments to test students who do not have the most significant cognitive disabilities yet are not performing on grade level in the state’s assessments.

Each state’s definition of AYP must include:
- a timeline;
- starting point based on SY 01–02 assessment data;
- intermediate goals (first at SY 04-05; every 3 years thereafter);
annual measurable objectives of equal increments based on the intermediate goals; and 
other indicators, with graduation rate mandated for high schools.

**Pennsylvania’s Annual Proficiency Targets**

<table>
<thead>
<tr>
<th>Year</th>
<th>Mathematics</th>
<th>Reading</th>
</tr>
</thead>
<tbody>
<tr>
<td>2003, 2004</td>
<td>35% (same as baseline)</td>
<td>45% (same as baseline)</td>
</tr>
<tr>
<td>2005, 2006, 2007</td>
<td>45%</td>
<td>54%</td>
</tr>
<tr>
<td>2008, 2009, 2010</td>
<td>56%</td>
<td>63%</td>
</tr>
<tr>
<td>2011</td>
<td>67%</td>
<td>72%</td>
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<tr>
<td>2012</td>
<td>78%</td>
<td>81%</td>
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<tr>
<td>2013</td>
<td>89%</td>
<td>91%</td>
</tr>
<tr>
<td>2014</td>
<td>100%</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Pennsylvania and AYP**

In May of 2003, the PA Department of Education (PDE) submitted major recommendations on AYP in Pennsylvania:
- The minimum number of students in any group is 40.
- Attendance will be the “other indicator” for elementary schools.
- The baseline percentage of students in PA is 45% in reading and 35% in mathematics. This was determined using the school ranking of proficiency identified by the school with the 20th percentile enrollment.
- AYP will be calculated on a non-linear step method.

More recently (May, 2004; June, 2005), PDE received approval for a number of changes to its accountability system:
- The use of Confidence Intervals for AYP (95%) and Safe Harbor (75%)
- To change the graduation rate and attendance rate minimum thresholds to 80% and 90% respectively.
- To incorporate the Pennsylvania Performance Index for AYP.
- To have a district enter improvement status only if it fails to make AYP for two consecutive years in the same subject for the following grade spans: 3-5, 6-8, or 9-12.

**A Note About Accountability**

NCLB specifically states that the sanctions listed are to be applied to Title I schools AND if consistent with state law. Pennsylvania law currently permits very few of the sanctions of NCLB. PSEA expects the state legislature to begin considering bills to enact a statewide accountability system for Pennsylvania.

**AYP History in Pennsylvania**

Schools and districts in Pennsylvania are place each summer on one of 8 lists depending on their PSSA results from the previous Spring:
- Meeting AYP
- Making Progress
Warning (was the previous year on one of the following lists and has made AYP for the year)
- School Improvement I
- School Improvement II
- Corrective Action I
- Corrective Action II (first year)
- Corrective Action II (second year)

The results of the previous school year’s AYP is released every August by PDE. The number of districts and schools progressing down the above list grows each year.

**Accountability – Report Cards**

What the Law says...

Title I, Part A, Section 1111 of ESEA/NCLB requires that both the State and the Local Education Agency (LEA) must prepare an annual report card no later than the beginning of the SY 02-03. This report card must include:
- Information on student achievement, by group, at each proficiency level on State assessments.
- Comparisons of achievement between each group of students.
- Percentage of students not tested, disaggregated by group.
- The most recent two-year trend in student achievement for each grade level for each subject assessed.
- Aggregate information on any other indicators of AYP as determined by the State.
- Graduation rates by student groups.
- Information on LEA progress and a list of schools identified for school improvement. (See: Accountability – Sanctions)
- Professional qualification of teachers in the State.
- Percentage of teachers teaching on emergency or provisional certificates.
- Percentage of classes not taught by highly qualified teachers.

The State may include other information it believes will best provide parents, students, and the general public with information regarding the progress of the State’s schools, including:
- School attendance rates.
- Average class size in each grade.
- Incidents of school violence, drug abuse, alcohol abuse, student suspensions and expulsions.
- Extent and type of parent involvement in schools.
- Percentage of students completing advanced placement courses and passing rate of AP tests.

Additionally, LEAs that receive Title I funds must prepare and disseminate an annual LEA report card by the same deadline. The LEA must include the same information listed above for the State report card, and:
- The number and percentage of schools identified for school improvement.
- Comparison of the LEA’s students to the statewide student population and each school’s population to the LEA and State populations on the State assessment.
An LEA receiving Title I funds must notify parents that they are entitled to information about the teachers in the school their children attend. This begins with SY 02-03. At a minimum, the following information must be made available:

- Whether the teacher has met state certification criteria for the grade level and subjects taught.
- Whether the teacher is teaching under an emergency or provisional certificate.
- Degrees held by the teacher and the subject area of those degrees.
- The qualifications of any paraprofessionals working with their child.

Schools receiving Title I funds must also notify parents in a “timely manner” when their child has been assigned to or is being taught by, for four or more weeks, a teacher “who is not highly qualified.”

**Pennsylvania and Report Cards**

Pennsylvania’s reporting system has evolved over the past 3 years. This year PDE unveiled colorful new reports: The Pennsylvania District Report, The Pennsylvania School Report, and The Pennsylvania Parent Report. These reports are all similar in nature providing as much information about the district, school, or child’s performance on the most recent PSSA testing in math and reading. The state also makes available to the media and via the Internet, the overall state performance for the previous school year. More information can be found on PDE’s website (www.pde.state.pa.us) and at www.paayp.com.

Because each district is required to report on the qualifications of its teachers, we need to be vigilant in our efforts to protect our members’ privacy when schools, districts, and the state begin disclosing information about teachers. While the ESEA/NCLB requirements are fairly benign, some districts may get overzealous in their efforts to inform the public. Disclosure of teachers’ addresses, phone numbers, social security numbers, numbers of sick days taken, evaluation data, and who-knows-what-else may start sounding like a good idea to some school board members under the guise of complying with ESEA/NCLB.

**Accountability – Sanctions**

**What the Law says...**

The language of the Elementary and Secondary Act (ESEA) is quite extensive. The highlights of Title I, Part A, Section 1116 are listed below:

- There are three categories: school improvement, corrective action, and school restructuring.
- A school that fails two years in a row to meet AYP – or the annual measurable objective set by the state for that academic year – for any subgroups of students will be placed in school improvement status for the following school year.
- **If the school fails to meet AYP during that year, it is placed in a second year of school improvement.**
- In the first year of school improvement, a school will be required to:
  - Prepare a two-year improvement plan;
  - Use at least 10 percent of its Title I funds for professional development;
Provide public school choice (if allowable by state law); 5-15 percent of Title I funds to pay for transportation costs to implement public school choice;
- Notify parents of the school’s status;
- Receive technical assistance from the school district; and
- Receive federal school improvement funds.

In the second year of school improvement, a school will be required to:
- Continue activities from its first year of school improvement; and
- Provide supplemental services (before or after-school tutoring in a program approved by the state); 5-15 percent of Title I funds can be used for supplemental services, but no more than 20 percent may be used for supplemental services and public school choice combined.

If the school fails to meet AYP for a fourth consecutive year, it is placed in “corrective action.”

In the first year of corrective action:
- Schools must continue public school choice and supplemental services; and
- School districts must do at least one of the following:
  - Implement a new curriculum;
  - Decrease local decision-making;
  - Appoint an outside expert;
  - Extend the school day or year;
  - Replace staff relevant to failure; and/or
  - Restructure the internal organization

If the school continues to fail to reach AYP, it is placed in a second year of corrective action.

In the second year of corrective action, the following actions will be required:
- Schools must continue to provide public school choice and supplemental services; and
- A plan must be prepared and arrangements made for restructuring.

If the school is unable to reach AYP, it is subject to restructuring the following year.

School Restructuring or Reconstitution – After chronic failure to meet AYP (six years in a row), a school must do, consistent with state law, at least one of the following:
- Reopen as a charter school;
- Replace the principal and other staff deemed relevant to the failure;
- Turn the school over to a private management company;
- Turn the school over to the state; or
- Other major restructuring that constitutes making major reforms.

States are subject to sanctions on the same timeline. However, the only sanction the State has to fear is the possible loss of funds.

Collective Bargaining Agreements (CBA), State laws and regulations, State and Federal labor protections may not be violated in applying sanctions.

Pennsylvania and Sanctions

Pennsylvania has instituted a system of supplemental services with its Classroom Plus program (www.classroomplus.k12.pa.us). Parents of eligible students are able apply for a $500 grant to pay for tutoring from state-approved providers of tutoring services in mathematics and...
reading/language arts. PDE is using the same providers and provider approval process for providers of supplemental educational services for students.

The most obvious concerns of Pennsylvania educators and to our members are those job security issues raised by school choice and restructuring. ESEA/NCLB, like most other accountability initiatives, is willing to lay the blame on the professional employees in the schools and ignore the impact the larger system has on the school. While most of the sanctions specified in NCLB do not conform to state law, it is possible that Pennsylvania’s legislature could take action to change that. For information about any action taken after August, 2006 contact your UniServ Representative.

**Assessments**

**What the Law Says…**

Highlights of the Title I provisions on assessments are:

- Assessments must be used as the primary indicator of Adequate Yearly Performance (AYP)
- Assessments must be, at a minimum, in mathematics, language arts (reading and writing), and beginning in SY 07-08, science.
- Assessments must be:
  - The same for all students.
  - Aligned with state content and achievement standards.
  - Used for purposes in which they are valid and reliable.
  - Used only if the State provides evidence of the assessments’ technical quality.
  - Until SY 05-06, given once in grades 3-5, 6-9, and 10-12, in at least mathematics and language arts.
  - By SY 05-06, given every year in at least mathematics and language arts.
- Include reasonable accommodations for students with disabilities (as defined by IDEA – 602(3)).
- Include Limited English Proficient (LEP)\(^1\) students with accommodations “to the extent practicable” in the language and form most likely to yield accurate data.
- English proficiency must be tested for any student who has attended a US school for three or more consecutive years.
- Assessments must produce individual student interpretive, descriptive, and diagnostic reports to guide addressing student needs.
- Must enable disaggregation (without causing identification of individual students) within each state, local education agency, and school by:
  - Major racial and ethnic groups
  - LEP status\(^2\)
  - Students with disabilities as compared to non-disabled students, and
  - Economically disadvantaged vs. non-disadvantaged students.

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\(^1\) According to changes made in 2004, states have the option to exclude LEP students in their first year in an U.S. school from the reading assessments. The students must take the math assessment but it need not be counted in the school’s AYP determination. This does not apply to new students from Puerto Rico.

\(^2\) States have the option of retaining LEP students for up to 2 additional years in this subgroup after the students have attained English proficiency.
States must identify the languages other than English spoken in the schools and indicate the languages for which assessments are needed and not available.

States must assess English language proficiency of all students with limited English proficiency.

States must participate, beginning SY 02-03, in the biennial National Assessment of Educational Progress (NAEP) assessments of 4th and 8th graders in mathematics and reading.

**Regulations**

The regulations concerning assessments from the US Department of Education greatly mirror the highlights described above with the following specifics:

- The State’s assessment system must be designed to be valid and accessible for use with the widest possible range of students, including students with disabilities and LEP.
- The system must be supported by evidence of test publishers or other relevant sources.
- Though the statutory language requires testing only “objective” knowledge, this does not prohibit essay responses and opinion questions.
- The state has flexibility in how it sets up the assessment system. It may use different types of assessment, providing each test:
  - Fully addresses the depth and breadth of the state’s academic standards,
  - Is valid, reliable, and of high technical quality, and
  - Expresses the results in terms of the standards.
- If norm-referenced assessments are used, the assessments would have to be augmented with additional items as necessary to:
  - Measure depth and breadth of standards, and
  - Express the results in terms of the standards.
- If a combination of assessments (different State assessments or State and local assessments) are used, the State must demonstrate that the:
  - Design is rational and coherent,
  - Assessments work together to assess fully the academic standards, and
  - Assessment measure adequate yearly progress (AYP), as well as student progress towards the standards.
- To include locally designed assessments, the State must assume responsibility for:
  - Setting technical criteria,
  - Ensuring the assessments are equivalent to one another in content coverage, difficulty and quality,
  - Reviewing and approving each assessment,
  - Ensuring that the data can be aggregated to make fair determination of AYP for districts and schools.
- Clarify that, beginning no later than SY 05-06, yearly assessments are required in mathematics and reading/language arts in grades 3 through 8; and once in grades 10 through 12.
- Beginning SY 02-03, the State must provide assessment results to districts, schools, and teachers no later than the beginning of the next school year after the assessment is administered.
- The state assessment system must provide for appropriate accommodations for students with disabilities (IDEA 602(3)) and students with limited English proficiency. Moreover, the state must assess LEP students in the language and form most likely to produce accurate data until the student is proficient in English.
Accommodations for students with disabilities are those determined by the IEP team. Accommodations must be provided for students covered under section 504 of the Rehabilitation Act of 1973, as determined by the student’s placement team. The state must provide one or more alternative assessments for students with disabilities if the IEP team determines that the student cannot participate in all or part of the State’s assessment, even with accommodation(s). Migrant and other mobile students, including homeless students, must be assessed even if they are not included for accountability purposes. Private schools are NOT required to participate in the State’s assessment system.

Assessments and Pennsylvania

Pennsylvania is well on its way to complying with the ESEA ‘01 assessment requirements. Chapter 4 regulations (1999) established the state’s Pennsylvania System of School Assessment (PSSA). Under Chapter 4, the PSSA is given in mathematics, reading and writing to 5th, 8th, and 11th grade students. The state has already developed a pilot version of a science PSSA assessment. Since the PSSA was developed under Chapter 4 to assess schools, it remains to be seen whether it will be deemed valid and reliable to assess individual student progress. Additionally, the State Board of Education has admitted that the test has yet to be shown as valid and reliable for AYP determination.

Since the establishment of Chapter 4, the Department developed and implemented grade 3 assessments in mathematics and reading. PDE has also developed reading and mathematics assessments for grades 4, 6, and 7 which were given in SY 05-06. PDE is also investigating the development of versions in language other than English for student populations greater than 5000 speaking languages other than English. Additionally, PDE anticipates compliance with science assessments by SY 07-08 in grades 4, 7, and 10.

Finally, PDE is recommending the use of a “value added component” in its accountability system to comply with ESEA. It is unknown at this time what this component will look like, but we should have more details in the coming months.

Teacher Quality

What the Law Says...

Enactment of the No Child Left Behind Act or 2001 on January 6, 2002 brought a mandate to the States that all teachers teaching in a Title I supported program must be “highly qualified” beginning the first day of SY 02-03. Additionally, States are mandated to ensure that all teachers in the state teaching core subjects be “highly qualified” by the end of SY 05-06. States, as well as LEA’s, are to submit a plan setting the following goals:

- An annual increase in the percentage of highly qualified teachers at each LEA and school.
- An annual increase in the percentage of teachers who are receiving high-quality professional development (See: Improving Teacher Quality) to enable them to become highly qualified.

Core subject content areas are English, Mathematics, Reading/Language Arts, Science, Foreign Languages, Civics/Government, Economics, Arts, History, and Geography
The definition of “highly qualified” is found in Title IX, Part A of ESEA/NCLB [Emphasis added]:

(23) HIGHLY QUALIFIED. The term “highly qualified” –

A. when used with respect to any public elementary school or secondary school teacher teaching in a State, means that:

I. the teacher has obtained full State certification as a teacher (including certification obtained through alternative routes to certification) or passed the State teacher licensing examination, and holds a license to teach in such State, except that when used with respect to any teacher teaching in a public charter school, the term means that the teacher meets the requirements set forth in the State’s public charter school law; and

II. the teacher has not had certification or licensure requirements waived on an emergency, temporary, or provisional basis;

B. when used with respect to:

I. an elementary school teacher who is new to the profession, means that the teacher (i.) holds at least a bachelor’s degree; and
(ii.) has demonstrated, by passing a rigorous State test, subject knowledge and teaching skills in reading, writing, mathematics, and other areas of the basic elementary school curriculum (which may consist of passing a State-required certification or licensing test; or
(iii.) tests in reading, writing, mathematics, and other areas of the basic elementary school curriculum); or

II. a middle or secondary school teacher who is new to the profession, means that the teacher holds at least a bachelor’s degree and has demonstrated a high level of competency in each of the academic subjects in which the teacher teaches by (i.) passing a rigorous State academic subject test in each of the academic subjects in which the teacher teaches (which may consist of a passing level of performance on a State-required certification or licensing test or tests in each of the academic subjects in which the teacher teaches); or
(ii.) successful completion, in each of the academic subjects in which the teacher teaches, of an academic major, a graduate degree, coursework equivalent to an undergraduate academic major, or advanced certification or credentialing; and

C. when used with respect to an elementary, middle, or secondary school teacher who is not new to the profession, means that the teacher holds at least a bachelor’s degree and:

I. has met the applicable standard in clause (i) or (ii) of subparagraph (B), which includes an option for a test; or

II. demonstrates competence in all of the academic subjects in which the teacher teaches based on a high objective uniform State standard of evaluation that –
(i.) is set by the State for both grade appropriate academic subject matter knowledge and teaching skills;
(ii.) is aligned with challenging State academic content and student academic achievement standards and developed in consultation with core content specialists, teachers, principals, and school administrators;
(iii.) provides objective, coherent information about the teacher’s attainment of core content knowledge in the academic subjects in which a teacher teaches;
(iv.) is applied uniformly to all teachers in the same academic subject and the same grade level throughout the State;
(v.) takes into consideration, but not based primarily on, the time the teacher has been teaching in the academic subject;
(vi.) is made available to the public upon request; and
(vii.) may involve multiple, objective measures of teacher competency.

**Regulations**

Regulations from the federal level mirror the federal law.

**Pennsylvania and Teacher Quality**

For Pennsylvania, the road to compliance with NCLB’s expectations on highly qualified teachers has been a hard one. The state board of education and the department of education have been under the erroneous impression that to be NCLB highly qualified a teacher needed to be content certified. Hence, they have identified all teachers already certified in the content areas they teach to be NCLB highly qualified, which is fine. The error, however, has created difficulty for four groups of teachers currently holding positions with certificates valid in Pennsylvania:

- Secondary special education teacher who are the sole source of core content;
- ESL teachers teaching outside of their original certification area;
- Elementary certified middle school teachers teaching content in 7th or 8th grades; and
- Alternative education teachers teaching content outside of their certification.

In an effort to provide NCLB highly qualified status for the teachers in these four groups, the state board of education created an alternative avenue to content certification, the Bridge process. This did not solve all of the problems because some of the teachers teach multiple subject areas and could not possibly comply for each content area. Therefore, the state board finally separated content certified from being NCLB highly qualified and created Bridge II, which provides “highly qualified designations” to teachers in these groups who complete Bridge I or otherwise have a content certification.

In March of 2006, the US Department of Education struck down Pennsylvania’s plan to use the Bridge II process. PDE has since developed, and USDOE has approved, an NCLB-based process called a High Objective Uniform State-Standard of Evaluation or HOUSSE. HOUSSE is like Bridge in that teachers needing a NCLB-HQ designation will need to show an accumulation of point through experience, college/university credits, certification, and professional development. Unlike the Bridge, however, teachers satisfying HOUSSE requirements will not receive content certification as a result.
ESEA

HOUSSS guidelines are, as of June 2006, still being developed. For updated information on meeting NCLB-HQ requirements, contact your UniServ Representative or PSEA’s Education Services Division in Harrisburg at 800-944-7732.

Pennsylvania developed a process for special education teachers at the elementary level as IDEA ‘04 mandates. Special education teachers who are new to the profession will need to gain a content certification to be placed into a classroom as a sole provider of core content and be NCLB highly qualified. Special education teachers at the elementary level need to satisfy the HOUSSS requirement or have passed the Praxis test of fundamental subjects to be deemed NCLB highly qualified.

Unfortunately, since the road the NCLB-highly qualified status has been hard and less than effectively paved, the details of the Bridge processes have changed several times. For the most up-to-date information contact your UniServ or PSEA’s Education Services Division.

Paraprofessionals

What the Law says...

ESEA/NCLB has a significant impact on the paraprofessionals working in programs funded by Title I. First, it mandates that all new paraprofessionals hired into Title I programs as of January 8, 2002 are to meet certain criteria and all existing Title I paraprofessionals working in programs supported by Title I funds, except translators and those whose duties center around parental involvement activities, are to meet the same criteria by the end of SY 05-06. The criteria, with added emphasis, are as follows:

(c) NEW 3 PARAPROFESSIONALS.

(1) IN GENERAL. Each local education agency receiving assistance under this part shall ensure that all paraprofessionals hired after the date of enactment of the No Child Left Behind Act of 2001 and working in a program supported with funds under this part shall have:
   A. Completed at least 2 years of study at an institution of higher education;
   B. Obtained an associate’s (or higher) degree; or
   C. Met a rigorous standard of quality and can demonstrate, through a formal State or local academic assessment,
      I. knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or
      II. knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate.

(2) CLARIFICATION. The receipt of a secondary school diploma (or its recognized equivalent) shall be necessary but not sufficient to satisfy the requirements of paragraph (1)(C).

D. EXISTING PARAPROFESSIONALS. Each local educational agency receiving assistance under this part shall ensure that all paraprofessionals hired before the

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3 Originally, this was defined as a paraprofessional hired by a district after January 8, 2002. August 2004 guidance from USDOE now permits a district to consider an employee who was in layoff status as of the January 2002 date and initially refused a recall but has subsequently been recalled.
date of enactment of the No Child Left Behind Act of 2001, and working in a program supported with funds under this part shall, not later than 4 years after the date of enactment, satisfy the requirements of subsection (C).

The other major impact is to define the duties of paraprofessionals working in Title I programs. The language:

(g) DUTIES OF PARAPROFESSIONALS.

(1) IN GENERAL. Each local educational agency receiving assistance under this part shall ensure that a paraprofessional working in a program supported with funds under this part is not assigned a duty inconsistent with this subsection.

(2) RESPONSIBILITIES PARAPROFESSIONALS MAY BE ASSIGNED. A paraprofessional described in paragraph (1) may be assigned to:

A. Provide one-on-one tutoring for eligible students, if the tutoring is scheduled at a time when a student would not otherwise receive instruction from a teacher;
B. Assist with classroom management, such as organizing instructional and other materials;
C. Provide assistance in a computer laboratory;
D. Conduct parental involvement activities;
E. Provide support in a library or media center;
F. Act as a translator; or
G. Provide instructional services to students in accordance with paragraph (3).

Under federal regulations and non-regulatory guidance, if the school is using Title I funds as “Targeted Assistance” funds, only those paraprofessionals in that program who are paid with Title I funds need comply. If, however, the funds are for a “Schoolwide Program,” all of the paraprofessionals in the school must comply. Targeted Assistance programs are those encompassing a limited enrollment of students. The only paraprofessionals affected by the legislation are those involved in the instruction of students (i.e. instructional aides/assistants, teacher aides). Paraprofessionals in the program but not involved in instruction (i.e. clerks, secretaries) need not comply with the criteria. We recommend that paraprofessionals consider future desire or necessity of moving into instructional Title I positions when deciding whether to comply with the criteria. Unqualified individuals would be shut out of Title I instructional positions in the future.

Pennsylvania and Paraprofessionals

Pennsylvania school districts employ approximately 5,000 paraprofessionals working in “Title I related programs,” according the Pennsylvania Department of Education. They further estimate that 4,000 of these employees do not meet ESEA qualifications; 2400 of which work in Philadelphia and Pittsburgh.

At the November 2002 meeting of the Pennsylvania State Board of Education the following recommendations were adopted:

- Define “two years of study at an institute of higher education” as the completion of 48 credits.
ESEA

- That PDE develop a process for reviewing local assessment systems for compliance with ESEA.

The Department has established criteria for local school districts to follow in developing their assessments and for statewide assessment programs. These criteria are awaiting final approval and dissemination. It is PSEA’s understanding that a test can be one of a number of ways the district can assess its paraprofessionals. PSEA has developed an “ESP Paraprofessional Portfolio Program” which has been approved for use statewide.