

ESP

MEMBER MANUAL



Education Support Professionals
Western Division ESP, PSEA/NEA

2025-2026

CONTENTS

IMPORTANT PHONE NUMBERS.....	1
2025-2026 WESTERN DIVISION ESP OFFICERS	2
REGION BOARD OF DIRECTORS 2025-26	3
WESTERN REGION STAFF	4
STAFF SERVICES.....	5
ORGANIZATIONAL STRUCTURE.....	6
WORKSHOPS AND CONFERENCES.....	9
KNOW YOUR CONTRACT	10
DID YOU KNOW?	11
ADVANTAGES OF MEMBERSHIP.....	12
LOCAL OPERATIONS.....	14
INVESTIGATORY MEETINGS	16
INSUBORDINATION.....	17
WORK RULES	18
FOR THE RECORD	19
10 THINGS THAT EVERY MEMBER SHOULD KNOW.....	20
PSEA MEMBER CODE OF ETHICS.....	22
CONFLICT RESOLUTION THROUGH COLLABORATION.....	24
DEALING WITH VIOLENT STUDENTS.....	27
STEPS TO TAKE IF YOU ARE ASSAULTED.....	29
LEGAL SERVICES.....	31
BACKGROUND CHECK REQUIREMENTS	34
CHILD PROTECTIVE SERVICES LAW (CPSL).....	35
ADMINISTRATION OF MEDICATION	40
ELECTRONIC COMMUNICATION & SOCIAL MEDIA	41
UNEMPLOYMENT COMPENSATION	44
WORKERS' COMPENSATION	45
RETIREMENT SYSTEM	46
LEGISLATIVE SUPPORT	50
PSEA/NEA MEMBER BENEFITS PROGRAMS & SERVICES.....	51

IMPORTANT PHONE NUMBERS

WESTERN REGION OFFICE

ESP Liaison: Janine Yodanis, UniServ Representative
ESP Associate: Ann Marie Kiszka, Region Associate

Address: 10 South 19th Street, 3rd Floor
Pittsburgh, PA 15203

Phone: 412-381-2400 or 800-222-7732

PSEA HEADQUARTERS

400 North 3rd Street
PO Box 1724
Harrisburg, PA 17105-1724

1-800-944-7732

**Director of ESP and
Special Field Programs:** Nathan Greenawalt
ngreenawalt@psea.org
717-255-7104

ESP Assistant: Susan Watson
swatson@psea.org
717-255-7137

PUBLIC SCHOOL EMPLOYEES' RETIREMENT SYSTEM

Regional Office: 412-920-2014
Harrisburg Office: 717-787-8540 or 1-888-773-7748

2025-2026 WESTERN DIVISION ESP OFFICERS

President:

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South Fayette ESP

412-221-5858
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Vice President:

Annette Novak
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Secretary:

Sheena Golden
Chartiers Valley ESP

412-589-1139
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REGION BOARD OF DIRECTORS 2025-26

EXECUTIVE OFFICERS

Term Expires 2027	Term Expires 2026	Term Expires 2027	Term Expires 2027	Term Expires 2026
President Rudy Burruss 814-996-8342 rburruss@psea.org	Vice-President Marc Howshall 610-554-9346 mhowshall@psea.org	Secretary Delores Scales 412-290-9615 dscales@psea.org	Treasurer Adam Lanza 570-702-3683 alanza@psea.org	Officer-at-Large Margaret Rockwell 724-317-3899 mrockwell@psea.org

DIVISION PRESIDENTS

CENTRAL	Dan Moore	272-236-1652 mooretd2020@outlook.com	2027
CENTRAL WESTERN	Wendy Sheeder	814-873-4595 wendysheederesp@gmail.com	2026
EASTERN	Heidi Moll	610-780-4364 hjmoll@comcast.net	2027
MIDEASTERN	Cindy Brett	215-813-3840 greenpearldayjam@gmail.com	2027
MIDWESTERN	Angela Pope	724-419-5019 angiecp48@gmail.com	2026
NORTHEASTERN	Ann Monaghan	570-470-1733 amonaghan@verizon.net	2026
NORTHWESTERN	Robin Evans	814-758-5212 robinechenoz@yahoo.com	2026
SOUTHEASTERN	Jason Pastuch	267-886-7662 hazmat076@hotmail.com	2026
SOUTHERN	Dwayne McCarthur	717-602-0008 dtmccarthur@gmail.com	2027
SOUTHWESTERN	Brian Tantlinger	724-217-7849 hvacbrian@verizon.net	2027
WESTERN	Leslie L. Willetts	412-628-9599 lesliewilletts@icloud.com	2026

WESTERN REGION STAFF

PSEA Western Region Office (Allegheny County)

10 South 19th Street
Pittsburgh, PA 15203

Telephone: (412) 381-2400 or (800) 222-7732
Fax: (412) 432-2034



People Working on Your Behalf

Keith Goodell, Field Manager

kgoodell@psea.org

Alisa Williams, Region Field Director

awilliams@psea.org

Justin Battalini, UniServ Representative

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Chrissy Cortazzo, UniServ Representative

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Nicole Flaherty, UniServ Representative

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Katie Horigan, UniServ Representative

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Mary Ellen Judd, UniServ Representative

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Janine Yodanis, UniServ Representative

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Annie Briscoe, Region Advocacy Coordinator

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Josh Strassman, Associate UniServ Representative

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Jackie Riggins, Administrative Specialist

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Sam Conklin, Associate

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Ann Marie Kiszka, Associate

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Mary Jo Miller, Staff Attorney

mmiller@psea.org

Jeanette Good, Legal Administrative Assistant

jgood@psea.org

STAFF SERVICES

PSEA professional staff deliver Association benefits and services to PSEA members and locals. These representatives work out of region offices/service centers to provide assistance to members' needs.

UniServ Representatives provide services including:

- ✓ Advocating for members
- ✓ Telephone consultation
- ✓ Assisting with processing grievances
- ✓ Acting as chief negotiator upon request
- ✓ Training/workshops at local, division, and statewide meetings
- ✓ Attending executive council/general membership meetings
- ✓ Aiding local associations and individual members in matters requiring legal counsel
- ✓ Work with other staff members on organizing, communications and public relations.

Region Advocacy Coordinators provide services including:

- ✓ Coordinate internal and external organizing
- ✓ Coordinate communications and message management
- ✓ Coordinate local strategic and tactical support
- ✓ Coordinate legislative advocacy support
- ✓ Coordinate election and PSEA-PACE fundraising support

The state activities of ESP are overseen by the Director of Special Field Programs, who works out of PSEA Headquarters.

ORGANIZATIONAL STRUCTURE

PSEA is a Member-driven Association

Your opinion counts!

To move an idea as an individual or as a group of members...

- 1 Present the idea to the local association president or executive committee
- 2 Take it to a local association membership meeting
- 3 Take it to a division executive committee meeting
- 4 Take it to a region board committee meeting
- 5 Take it to the region House of Delegates
- 6 Take it to the PSEA House of Delegates
- 7 Take it to the PSEA Board of Directors

or

A member can bypass any or all steps and go directly to the PSEA House of Delegates

MEMBERS - 174,000

- public school teachers
- supervisors
- curriculum specialists
- principals
- counselors
- department heads
- school dental hygienists
- librarians
- educational support professionals
- school social workers
- career-technical workers
- intermediate teachers
- community and junior college instructors
- college students preparing to teach
- school psychologist
- retired teachers/support staff

LOCALS - 1,150
 593 EA, 458 ESP, 3 Healthcare, 63 Student, 33 Retired

Your lifeline to representation and service.

DIVISIONS - 11
 C, CW, E, ME, MW, NE, NW, S, SE, SW, W

REGIONS - 12

- Locally elected delegates meet once a year prior to the spring state House of Delegates to set region policy and programs and to discuss statewide issues.
- Elected region representatives are voting members on the PSEA Board of Directors.

STATE

Hundreds of elected delegates attend the PSEA House of Delegates to determine Association policy, elect statewide officers and representatives to the NEA Board of Directors, adopt the legislative program, take action on resolutions, approve changes in the PSEA constitution and bylaws, and vote on other business of the Association.

Committees, Council, Commission, Boards, and Departments
 (recommend policies and programs)

BOARD OF DIRECTORS

- Policy-making body that serves between House of Delegates to carry out plans and policies adopted by the House and to adopt the PSEA budget.
- Voting members: President, Vice-President, Treasurer, Region Representatives, PSEA-Retired Representative, NEA Directors.
- Non-voting members: Department Presidents, Chair of the Council on Instruction and Development, the Special Education Liaison, Student-PSEA President, HealthCare-PSEA President, and an Ethnic Minority Representative.

PSEA STRUCTURE

Officers, Executive Director,
Board of Directors

State Committees, Councils and Departments

E = Elected by Region/Division

A = Appointed by Departments

EA & ESP Representatives

A – Collective Bargaining

A – Communications

A – Educational Justice

E – Instructional & Professional Development (IPD)

A – Leadership Development (LDC)

E – Legislative

A – Member Benefits

A – Minority Affairs

E – PACE (Political Action Committee for Education)

A – PSEA-Retired

E – Resolutions

A – Retirement & Welfare

A – Special Education

EA Representative Only

A – Administration & Supervision Health Care Professionals
(Affiliate)

A – Higher Education

A – Professional Rights & Responsibilities (PR&R)

A – Pupil Services (DPS)

A – Student Organizations

A – Career & Technical Studies (DCTS)

ESP STRUCTURE

MEMBERS

LOCAL

DIVISION

(Annual Spring Meeting & 3-4 Workshops)

REGION

(ESP Region House of Delegate – Annual Meeting)

STATE

(PSEA House of Delegates –
2 Meetings per year)

NATIONAL

(NEA Representative Assembly –
Annual Meeting)

WORKSHOPS AND CONFERENCES

ESP members and leaders have access to workshops and conferences at the local, division, region, and state levels which inform and provide training in the following areas.

Local Union Management

- Processing membership
- Running meetings
- Financial management
- Reviewing local constitution and bylaws

Union Activities

- Recruiting members
- Advocating for members and public education
- Investigating and processing grievances
- Legislation
- Communication
- Updating goals and priorities
- Bargaining team training
- Solidarity building
- Member engagement

Member Focus

- Legal updates on employee rights
- Assertiveness training
- Services and benefits of the organization
- Safety guidelines and regulations
- Chapter 14 and professional development for paras

These are a few examples of the many training programs available. If you are interested in training, contact your UniServ Representative.



KNOW YOUR CONTRACT

If you don't have a copy of the collective bargaining agreement (contract) between your union and the employer, ask an officer of your local to get you one.

Take the time to read your contract cover to cover. If you run across unfamiliar phrases or unclear sections, ask your union leaders for clarification. That's part of what you elect them to do.

It is highly recommended you understand the following provisions that may be in your contract. Knowing what your contract says, and what rights you have under your contract, is important! You can't recognize a violation if you do not know what you are entitled to.



Is there a proper disciplinary procedure for ALL employees? Example: “No employee shall be disciplined, reprimanded, reduced in rank or compensation without **JUST CAUSE.**” Just Cause is a provision in a contract which protects the employee against adverse personnel actions taken by the employer.

Become familiar with the following provisions that are typically negotiated into a contract.

- What is the process for grievances and what are the timelines for each step of the grievance process?
- Are there reasonable and fair methods for layoffs and recall?
- Is there an evaluation procedure described in your contract?
- Is there specific language regarding the exact number of days to be worked, when those days occur, and the number of hours in each workday?
- What type of leave (vacation, personal, sick, bereavement) are employees entitled to?
- What are the wages for each employee classification and how much does the rate increase each year of the contract?

DID YOU KNOW?



PSEA will reimburse each small local up to a maximum of \$250 for lodging, meals, and transportation expenses for one delegate to attend each House of Delegates. A small local is a local with sixty (60) or fewer annual members. Expenses incurred must be in accordance with Fiscal Policy, Section XIV. Expense Voucher Procedures are subject, however, to the aggregate reimbursable limit.



When you feel a situation is occurring that violates the contract, your first contact is to the local president. The local president should then address the concern. In your contract, there is a grievance procedure in place which must be followed. If your president does not respond within a reasonable time, contact the UniServ Rep.



PSEA provides conflict resolution through collaboration. PSEA staff and a group of members are trained to deal with internal conflict and will meet with the parties involved to help settle the dispute. Contact the Director of Special Field Programs, 717-255-7104 for more information.



If your membership is low and you want to increase capacity, contact your UniServ Representative. With the help of the Region Advocacy Coordinator, they can assist to help develop a plan to do internal organizing to increase membership.



If your membership roster is inaccurate and you are paying the incorrect dues amount, PSEA can assist your local. The UniServ and/or the Division president can meet with your local and help you set up your record keeping and a procedure to help audit your roster and become current with your dues and membership records.

ADVANTAGES OF MEMBERSHIP



PSEA is 177,000 members strong, made up of professionals just like you. And PSEA is about making sure that members have the tools, the protections, and the resources to do the incredible work that educators and support professionals do every day.

When you join PSEA, you receive benefits on and off the job, opportunities for professional growth, and a wide variety of savings that can pay you MORE each year than you would pay in dues.

It pays to belong to PSEA. So, join us. And be part of an Association that protects you, speaks up for you, fights for you – and saves you money.

PSEA MEMBERS NON-MEMBERS

Members Are Protected: Collective Bargaining and Contracts

- A **collective bargaining agreement** negotiated by the local association with PSEA help.
- **Enforcement of all collective bargaining agreement provisions** by the local association with PSEA support.
- The **right to vote** on contract proposals and for union officers.



Members Have Peace of Mind: Liability Insurance and Legal Representation

- **NEA Educators Employment Liability Insurance policy:** 1) for civil matters, up to \$1,000,000 per occurrence and \$3,000,000 in aggregate, except for alleged civil rights violations, which are \$300,000 per occurrence; 2) for criminal matters, up to \$35,000 for criminal attorney defense fees for any investigation or charges related to employment, where the member is exonerated or charges are not pursued.¹
- **\$2,500 in up-front money to retain a criminal defense attorney** for any investigation or charges related to employment.
- **Legal representation at no cost** for any issues related to certification, license, unemployment compensation, employment discrimination, or retirement.²
- **\$1,500 toward costs for any worker's compensation claim** and a 30 percent reduction in the attorneys' fees, where the member uses a PSEA-approved attorney.



PSEA MEMBERS

NON-MEMBERS

- Discounted attorneys' fees and two free half-hour consultations per year from law firms participating in the **PSEA-NEA Attorney Referral Program** for real estate transactions, domestic relations, wills and estates, consumer protection, and serious traffic violations.



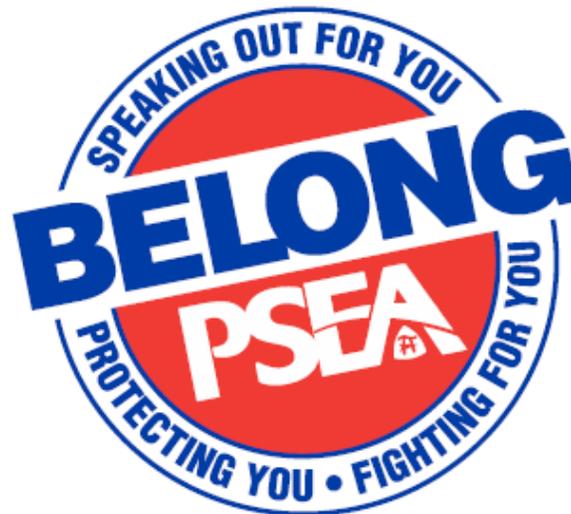
Members Save Money: Discounts on Goods and Services

- NEA complimentary **life Insurance**.
- Access to the **PSEA Voluntary Vision Coverage**.
- Access to programs for discounts on **mortgages, home equity loans, ID theft protection, GE appliances**, and more.
- Access to discounts on **restaurants, travel, shopping, car rentals**, and more.



Members Are Heard: A Voice In Your Association

- Leadership and advocacy training**.
- A voice in professional standards and practices**.
- The opportunity to hold local, region, or state office** and influence the direction of your union, PSEA policy, and public education in Pennsylvania.



1. This is a general summary. Members must refer to the NEA EEL Certificate of Insurance for details.
 2. Members should refer to the PSEA Legal Services Policy for details regarding eligibility and coverage.



LOCAL OPERATIONS

The local constitution and bylaws should drive the procedures and protocols for the operations of your local. Every local should review their constitution by putting it on a regular review cycle.

All local Constitutions need to follow the State and National Constitutions. The governing documents are essential to a democratic process which assures representation in the policy-making process.

A local typically has the following officers elected.

PRESIDENT

The President is responsible for the success of the local union. A willingness to serve with a cooperative spirit allows him/her to work effectively with fellow employees and administrators. The President is the visible leader of the local union and serves as spokesperson with the school district, news media and other groups. The President also represents the local at state, region, and division functions.

The President's primary responsibility is to **OVERSEE** the smooth operation of the local. He or she must ensure that the appropriate committees and members are conducting the **FUNCTIONS** of the local.

VICE PRESIDENT

The duties of the Vice President are to work closely with one or more committees as the President assigns and in the absence of the President, to preside at all general and executive committee meetings. In addition, if the President's absence is prolonged, the Vice President shall continue the duties of the President.

SECRETARY

The Secretary is the historian of the local union. Accurate record keeping can mean the difference between winning and losing grievances. The Secretary's record is a reliable source of information for contract negotiations. A good local union secretary is instrumental in maintaining an ongoing membership recruitment campaign.

TREASURER

The duties of the office of the Treasurer are particularly important to the local union. Following are some of the responsibilities of the Treasurer:

- ✓ Prepare an annual budget with the assistance of the budget committee.
- ✓ Maintain a local checking and savings account.
- ✓ Reports regularly to the membership concerning the income, expenditure, and balance of local monies available.
- ✓ Signs bank checks for the local. All checks should be endorsed by two of the authorized officers.
- ✓ Provides all necessary information and books to the audit committee for an annual audit of the local funds.

SECRETARY/TREASURER

There are locals that prefer to combine the secretary and treasurer positions. In this case, the duties and responsibilities of both positions would fall under one position. This combined position is usually relevant to smaller locals and those that cannot easily fill officer positions.

INVESTIGATORY MEETINGS

Where the union is the certified bargaining representative, any member of the bargaining unit is entitled to have a union representative present at any investigatory meeting. However, the employee must request a union representative. 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 representation is needed has been held to trigger an employee's "Weingarten rights" to representation at a meeting which turns out to be investigatory in nature. This is a meeting at which the employee is required to answer employer questions.

To have a union representative present, the meeting need not result in discipline. All that is required is that the employee reasonably believes that the meeting might result in disciplinary action. Thus, an employee would be entitled to union representation at any meeting involving unsatisfactory evaluations, possible dismissal, or investigatory interviews. An example of an investigatory interview would include a paraeducator being alleged to have started "rumors" that the district failed to comply with state special education regulations and was asked about those rumors in an "adversarial manner" by school officials. 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.

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 the employee of, or impose on the employee, that discipline. In addition, to an employee being entitled to union representation at an investigatory meeting, the employee also has the right to choose which bona fide union representative will represent him or her provided that the representative is reasonably available and there are no extenuating circumstances.

If called into an investigatory meeting say, ***"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative be present at the meeting. Without representation, I choose not to answer any questions."*** These are your Weingarten Rights.

INSUBORDINATION

Insubordination is one of the easiest charges to prove against an employee. You must, however, be aware of a rule or directive (although it need not be written) to be guilty of insubordination. Furthermore, the rule of reason dictates that your noncompliance should be brought forcefully to your attention (through a verbal warning or a written reprimand) before you can be dismissed for unprofessional conduct. The dictionary defines insubordination as “unwilling to submit to authority.”

One of the biggest problems in any situation where employees are covered by a contract is the question of what one does if ordered to do something which is contrary to the terms of the contract. Should the employee refuse to carry out the order?

When you have been directed by your supervisor to do something that you know is a violation of the contract, you should first inform your supervisor of such. If the directive is not altered, you should follow the directive. Remember, **WORK – THEN GRIEVE.**

Being a “boss” gives a person some supervisory rights. Management is expected to exert some leadership to direct the institutional operation. Those rights are, however, limited by laws, the contract, and other rules and regulations. The boss has the right to issue reasonable orders and directions so long as they conform to the contract, and they are as follows.

- not injurious to health
- clear and unambiguous
- applied uniformly
- justly administered

If you think that your supervisor has given you an order which violates a rule, the contract, or a law, the best advice is to carry out the order to the extent possible and necessary while, at the same time, pursuing those remedies available to you, namely, a grievance.

You can refuse a direct order from a supervisor if. . .

1. You have been directed to do something which imminently endangers your health or physical safety.
2. The health or physical safety of someone else is compromised.
3. You have been directed to do something illegal. In such cases you cannot be insubordinate.

WORK RULES

Along with all employment situations there usually go certain rules which the employees are expected to follow. There are a few regulations pertaining to rules which include:

- Rules cannot be arbitrary, capricious, or violate constitutional rights.
- Employees must receive adequate notification through one or more of the following:
 - Posting
 - Employee handbook
 - Contract
 - Staff meeting

If the employment situation is governed by a contract, those rules must fall within the structure set up by that contract. When management violates provisions of a collective bargaining agreement, employees have the right to grieve.

One way that employers attempt to change the terms and conditions of employment is through policy. Since policy changes are a matter of public record and are available in the policy manuals, employees have received adequate notification of change.

If, as an employee, you are reprimanded for violation of a rule, contact your building representative or president be sure that you had many opportunities to be aware of the rule. It is not fair, and the supervisor won't be supported by an arbitrator if you don't have adequate notification of the rule. On the other hand, **simple ignorance is no excuse.**

FOR THE RECORD

All employees should have the following documents in their possession or have access to:

- ✓ Letter of appointment
- ✓ Employee contract
- ✓ Record of appointment in school board minutes
- ✓ School district policy manual
- ✓ Salary memoranda
- ✓ Supplemental contracts
- ✓ Records pertaining to retirement.
- ✓ Record of accumulated sick leave days and any other accrued leave
- ✓ Records of commendations, awards, honors
- ✓ Copies of letters to and from administration



Unfortunately, when an employee is dismissed or has a legitimate grievance, one of the real problems is that the employee has thrown away many of the documents, notes, and other communications which later prove valuable. Keep all pertinent information and old contracts and bargaining notes for reference.

Two general rules: Put everything in writing.
Do not throw anything away.

Of special importance are all of those notes from the principal or supervisor. Some of these may be the kind that are printed and distributed to everyone, and some may be personal notes to you, however informal. Some may be a simple “thank you” for jobs you have done. **KEEP THEM.**

Appointment letters, notices of the amount of sick leave, etc., may turn out to be important. You never know when you may have a conflict with the administration over some matter which may be of importance to you.

It is troubling when evidence turns up in a grievance argument and the employee is forced to admit, “*Gee, I forgot all about that little note.*” or “*I really didn’t think that little matter was all that important.*” Be sure that you not only keep all these items and any others which may have significance, but that you make their existence known to the person(s) responsible for helping to put your defense or offense together.

Documentation, in writing, may be the most important protection you can have.

MAINTAIN A PROFESSIONAL FILE.

10 THINGS THAT EVERY MEMBER SHOULD KNOW

1. Become active in your union.

Take an active role in your union. The union is only as strong as its members. This does not mean taking on a leadership role. There are committee positions and other roles a members can assist with behind the scenes.

2. Your retirement beneficiaries should change as your life situation changes.

Death, marriage, and divorce may alter your plans after you have enrolled in the Public School Employees' Retirement System (PSERS). Just like a will, you should update your retirement as your life situation dictates to protect yourself and your loved ones.

3. Your collective bargaining agreement (contract) is your guide to your workplace.

In any employer/employee situation, management has all the rights, except those which are "taken away" and "given" to the employee by the law and collective bargaining. Your contract spells out wages, benefits, and working conditions – your rights and responsibilities – that you have in employment.

4. You should familiarize yourself completely with all the insurance plans the school district provides for you.

Ask for and get any benefit description booklets that are available so that you understand what is and is not covered, learn how to complete, and submit necessary forms, etc.

5. You have the right to check your personnel file.

Check your board policy or collective bargaining agreement to determine if this is addressed. Most collective bargaining agreements specifically reference when and how to check your personnel file. Most indicate what is and is not permitted in your file. Most also provide a procedure for an employee to respond to anything that goes into the personnel file, since it then becomes part of your official employment record and may be used against you. Check with your local representative if you find something in your file that troubles you.

6. You should check the "math" of your paycheck every work year.

Underpayments and overpayments are not unheard of, and employees have a responsibility to check to make sure that they are being paid properly according to the collective bargaining agreement. This becomes even more important when one realizes that the school district has the right to recoup overpayments even if the overpayments occur over a period of years. Also, you should realize that sometimes there is "hidden" money in the collective bargaining agreement (longevity payments, etc.) which should be reflected in your paychecks.

7. You should keep track of the amount of leave available to you, along with any restrictions.

Your leave time is enhanced or restricted by the collective bargaining agreement. "Personal days" would be an example of negotiated leave. The important things to remember regarding leave are how much you have (of each type of leave), how you must use it, under what conditions it accumulates, what benefits accompany it, and, most importantly, that misuse of leave can be grounds for discipline.

8. You should keep records of everything when dealing with students, parents, and the school district.

The copy machine is your best friend when dealing with students, parents, and the employer. This is especially true if the possibility of trouble exists with students, and you need to consider protecting yourself from civil or criminal charges. School districts are notoriously sloppy record keepers, so all your requests and correspondence to and from the district should be copied and kept in your own filing system.

9. You do not have to rely solely on the school district to protect you from assault, intimidation and harassment from students or parents.

In cases of physical harm or threats, you may file charges against the guilty party without permission from your employer. Report such action to your local union. In addition, many collective bargaining agreements reference member protection and safety or student disciplinary policies.

10. You must follow time limitations when exercising employment rights.

The law, the collective bargaining agreement and school policy all contain deadlines for requesting action of the employer or government agencies or demanding the enforcement of your rights. It may be a deadline for a request for a personal day, an application for a transfer, a workers' compensation claim, or the filing of a grievance. No matter the issue or the procedure, time limitations are usually a factor and should not be ignored.

PSEA MEMBER CODE OF ETHICS

Members' Obligations to Other Members

1. **Confidentiality.** Members shall withhold and safeguard information acquired about colleagues in the course of employment unless: 1) disclosure is required by law, employer directive, or policy; or 2) the member reasonably believes that disclosure is necessary to prevent immediate harm or to comply with professionalism or ethical obligations.
2. **Workplace Criticism.** Members shall not criticize other members to supervisors, administrators, or management level employees except where: 1) reporting an issue is required by law, employer directive, or policy; or 2) the member reasonably believes that reporting is necessary to prevent immediate harm or to comply with professional or ethical obligations.
3. **Public Criticism.** Members should not publicly criticize the job performance of another member. If a member has a legitimate concern about the job performance of another member, he or she shall address those concerns within internal union channels.
4. **Retaliation.** Members shall not retaliate against members who file complaints with the union as part of a process to resolve disputes through union channels.
5. **Discrimination.** Members shall not discriminate on the grounds of race, color, creed, gender, disability, national origin, or sexual orientation with regard to union affairs, including membership in the union, participation in the union, or access to member benefits.
6. **Harassment.** Members shall not engage in harassing conduct toward another member in connection with union affairs where the conduct interferes with the union's ability to carry out legal or contractual obligations, interferes with the union's status as the exclusive representative, or interferes with free participation by members in the affairs of their union.

PSEA MEMBER CODE OF ETHICS

Members' Obligations to the Union

1. **Internal Union Matters.** Members shall address internal union matters only within the union and shall not discuss such matters with management.
2. **Confidentiality.** Members will maintain confidentiality of confidential union information or business unless disclosure is legally required.
3. **Exclusive Status.** Members shall not act in a manner that undermines the status of the union as the exclusive representative, including soliciting other unions or organizations that perform functions of the union, and shall refrain from conduct that interferes with the union's legal or contractual obligations.
4. **Misrepresentation.** Members shall not knowingly misrepresent or distort the positions of the union in a way that interferes with the union's legal or contractual obligations or status as the exclusive representative and shall take adequate precautions to distinguish their personal views from those of the union.
5. **Conduct.** Members shall properly identify themselves at all union events and adhere to all reasonable rules regarding participation at the meeting.
6. **Personal Gain.** Members shall not misuse union resources or union positions for personal gain.

CONFLICT RESOLUTION THROUGH COLLABORATION

Conflict Resolution Through Collaboration (“CRTC”) is a member benefit used to help resolve conflict among peers. Members, with the assistance of a trained facilitator, will work towards an agreeable resolution to resolve conflict that is present.

CRTC...

- ◆ Maintains options for those members who have ethical and/or organizational disputes.
- ◆ Prevents “spill over” into work sites where employer discipline might result.
- ◆ Utilizes trained, impartial facilitators to assist in finding solutions.
- ◆ Is coordinated through PSEA’s Professional Rights and Responsibilities Commission (PR&R).

CRTC IS...

- ◆ Voluntary
- ◆ Informal
- ◆ Confidential
- ◆ An individualized problem solving approach to resolve member-to-member disputes which eliminates the need to file formal ethics charges.
- ◆ An internal service provided for PSEA members.

**REQUEST FOR CONFLICT RESOLUTION
THROUGH COLLABORATION (CRTC)**

Person Making Request _____
Name of Local Association _____ Region _____
Email _____ Phone _____
Date of Request _____

Contact information for members wanted to participate in CRTC.

Name _____
Phone _____
Email _____

By checking this box, I certify that the parties to the conflict have agreed to attempt resolution through the available collaborative resolution facilitation process as it has been described to them.

Please return the completed form to Nate Greenawalt (ngreenawalt@psea.org), fax to 717-255-7002, or mail to Nate Greenawalt, PSEA, P.O. Box 1724, Harrisburg, PA 17105.

OUTLINE OF CRTC PROCESS

The CRTC process is confidential and voluntary. It is a means to resolve member-to-member conflict in the workplace. This process utilizes trained facilitators to assist members with resolving their conflict.

The following is a step-by-step guide that illustrates the process and what members can expect when requested to participate in CRTC.

1. Members who have a dispute with another member or members should contact their local President who will work with their UniServ Representative (“UniServ”).
2. The local President and/or UniServ will confirm that both members voluntarily agree to participate in this process.
3. Once confirmation of participation is confirmed, the CRTC request form, which is available from the UniServ, will be completed. This form may be completed by the local President, another leader, member, or UniServ.
4. The CRTC request form will be sent to the Director of Special Field Programs (“Director”), in PSEA Headquarters.
5. The Director will secure a facilitator to oversee the request.
6. The UniServ will collaborate with the local President to secure a place and time for the facilitation to take place.
7. The Director and/or the members in dispute will inform the facilitator of the location of the meeting.
8. An agreement to participate form will be sent to the members in dispute which they should sign and take with them to the facilitated meeting.
9. The assigned facilitator will contact the members in dispute to set up a meeting at their convenience.
10. The facilitators (there are sometimes two facilitators present) will conduct a meeting with the members to help them arrive at a mutually acceptable resolution.
11. There may be times during the meeting when the facilitator will meet with the members individually.
12. The facilitator will not decide on a resolution or tell the members how to resolve their conflict. The members will collaborate to reach a resolution.
13. The facilitator will destroy all notes taken during the meeting and only report to the Director whether a resolution was achieved.
14. The facilitator and Director will not discuss the details or share information with the local leaders or district administration. However, there are times when district administration needs to know some details if CRTC was a means to avoid discipline.

DEALING WITH VIOLENT STUDENTS

What can I do about a student who threatens or hits?

Consider these measures as you move forward in supporting students and staff.

Some students with special needs have emotional, communication and social issues in addition to their difficulties with learning. When these students fail to understand, become frustrated, or feel threatened in some way, their first response may be to lash out at the person closest to them. In the school setting, this is usually the teacher or paraprofessional.

Is there anything you can do to prevent such incidents from happening? If they do happen, how should you respond? There can be a big difference in the amount of harm that can be done by a first grader having a tantrum and a ninth grader having that same tantrum. While both may be angry and frustrated, flailing their arms about uncontrollably, the result can be quite different because the ninth grader has a greater potential to inflict serious harm.

What about a student who threatens a teacher or paraprofessional? Should all threats be taken seriously or ignored? Should school officials or the police be contacted? This information piece will provide some answers to these questions and some de-escalation techniques you can use if you find yourself dealing with a student who threatens others or who exhibits violent behaviors. We will address this in two ways: an inventory you can use to determine if the appropriate support is in place, and strategies for both minor and serious incidents.

Inventory – Components of an Effective Behavior Intervention Plan (BIP)

Anytime a child strikes or threatens a teacher or paraprofessional, the goal is to ensure it does not happen again. Here are some questions to help you identify what can be done to change this inappropriate behavior.

Is there a Behavior Intervention Plan (BIP) in place?

- If the answer is no, one needs to be developed.
- If the student has an IEP, the BIP should be part of the IEP.
- Before preparing or revising a BIP, the District will need to conduct a Functional Behavior Assessment (FBA). The FBA may be conducted with the assistance of:
 - Specialized school district personnel include behavioral specialists, school psychologists, or counselors employed by the district.
 - Behavioral specialists employed by each Intermediate Unit.
 - Behavioral specialists from the regional Pennsylvania Training and Technical Assistance Networks (PaTTAN).
 - Consultants.

If a BIP is already in place, it needs to be reviewed. The team should also consider the following questions:

- Is the current BIP appropriate? That is, does it have the essential elements?
- Does it clearly identify the inappropriate behavior?
- Has the IEP team tried to determine what causes inappropriate behavior or what precedes it?
- Has the IEP team tried to eliminate the cause or preceding conditions, if such elimination is possible, appropriate and in line with preparation for adult life?
- What function is this inappropriate behavior serving for the student?
- Is the IEP team teaching appropriate behaviors, which will serve the same function while extinguishing inappropriate behaviors?
- Does the BIP include positive reinforcement?
- Does the BIP include permissible consequences?
- Does the BIP indicate how the progress will be measured?
- Is the current and appropriate BIP being implemented as written?
- Is the current instructional/academic program appropriate?
- Is the current and appropriate instructional/academic program being implemented as written?
- Is the current placement appropriate?
- Is the student in the appropriate placement with the support and services he needs?

Whether the team determines that a new BIP should be developed, or it is revising an existing plan, data collection and analysis is critical for staff in determining if the strategies implemented are appropriate.

Another vital component that must be considered if a plan is to be successful is communication between IEP team members including the parents and other staff who implement the BIP.

All staff who work with a student who has a BIP must have access not only to the plan itself, but also to other individuals who work with the student to share ideas, discuss possible changes, and to provide a more successful support system for the child. That free-flow exchange of information should also extend to the parents within the parameters of the employer's policies, rules, and regulations. A partnership between school and home can reinforce the consistency needed to correct inappropriate behaviors.

STEPS TO TAKE IF YOU ARE ASSAULTED

1. Try to avoid responding physically. Call or send someone for immediate help. If you must respond to defend yourself or others, use only appropriate, reasonable force given the student or perpetrator's age, size, and ability to inflict injury.
2. Ensure that the situation is stable and that a qualified individual assumes your supervisory responsibility for your students.
3. If you suffer injury, seek immediate emergency medical attention. Contact the school nurse or other school health care personnel or call 911 if needed. Make sure that practitioners document your injuries along with any diagnosis or treatment. Ask for copies of any medical reports. Take color photos of your injuries.
4. Contact your building representative or local union officers. With the assistance of your union representative complete the following tasks.
 - Seek immediate medical help from an Emergency Room if you need it.
 - Immediately record the facts of the incident, including the date, time, location, and names of any witnesses.
 - Immediately report the incident to school administration. Ask administration to document your report and ask for a copy of the record.
 - Depending upon the event, you may ask administration to contact the police. If they refuse, with the assistance of your union representative, contact the police and file a report. Unless it is an emergency, PSEA recommends that you speak to your PSEA UniServ and PSEA Region Attorney prior to filing your own police report (See #6 below.) If you do file a report on your own, make sure to obtain a copy of the report.
 - An assault by someone (student, co-worker, parent) while you are working is most likely to be covered by the district's Workers' Compensation policy. The district may require that, except in emergencies, you select a medical provider from a list of providers. If this is the case and you do not see one of the designated providers, you may be responsible for paying for the treatment you receive.
 - Obtain copies of any doctor's records related to your injuries. Consult your union representative for assistance.



5. Contact your PSEA UniServ Representative and PSEA Region Attorney. They will help you determine your next steps, including whether you wish to file charges with the police.
6. In the event you are asked to attend a meeting with administration regarding the incident, ask your union representative to accompany you. You have a right to union representation in any meeting where you reasonably suspect that discipline may result. Insist upon the right to union representation. In the event criminal charges are filed against you and you are questioned about the incident by the police, do not answer any questions or volunteer any information. Tell the police that you need to contact your attorney before you speak further. Immediately contact your PSEA UniServ Representative for a referral to a PSEA-approved criminal defense attorney. Ask your UniServ for details about the NEA liability insurance policy and upfront money described above.
7. The NEA liability policy will cover up to \$500 for damage to your personal property (excluding vehicles) caused by an assault at school or during a school-related activity. Contact your UniServ for assistance.

If you suspect that the student will file counter charges against you, DO NOT make or sign any statements or take any other action until you have consulted with your UniServ Representative and the Region Attorney.

LEGAL SERVICES

Advocacy

In addition to local member advocates, PSEA provides onsite consultation from a staff of professional field representatives, known as UniServ (NEA Unified Staff Service Program) Representatives, and provides legal services through a network of staff and retained attorneys.

The UniServ program is, in part, funded by NEA. The NEA Kate Frank/DuShane Unified Legal Services Program also helps to pay for legal representation.

Employment-Related Legal Problems

PSEA provides legal representation to your local union to enforce salary, benefit, and other provisions in collective bargaining agreements. In addition, PSEA provides legal representation to eligible members for employment-related legal issues not covered by the bargaining agreement. For example, PSEA will provide representation to eligible members in unemployment compensation cases, discrimination complaints, or in cases involving certification issues before the Department of Education or the Professional Standards and Practices Commission.

In addition, affirmative civil actions (e.g., defamation, civil rights, civil assault or battery cases) on behalf of the member against parents or students may be funded if approved by PSEA's general counsel.

To be eligible for representation in matters outside the collective bargaining agreement, a person must be an active, reserve, or life member at the time of the incident. The member must maintain membership in the appropriate category to continue receiving legal services.

A PSEA-Retired member who needs legal assistance regarding a retirement problem, or any legal issue relating back to his/her employment as an active member, will be eligible for legal services so long as membership in PSEA-Retired was continuous with her/his active membership.

Applications for legal assistance and a copy of the PSEA Legal Services Policy are available through your UniServ Representative's office. Once an application for legal services is approved, PSEA will assign an attorney to provide representation, and will fund 100 percent of the legal costs. Under the PSEA Legal Services Policy, the union's general counsel controls the extent to which the case is funded.

Workers' compensation cases are an exception to the PSEA Legal Services Policy. The law provides for payment of attorneys' fees in most cases out of any recovery. Therefore, workers' compensation cases are handled as follows:

1. If you use an attorney approved by PSEA, PSEA will provide up to \$1,500 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 financial assistance.

2. Attorneys approved by PSEA will handle your case on a contingent fee basis, with a 30 percent discount on their normal hourly rate. The workers' compensation statute provides that attorneys' fees are normally 20 percent of the recovery. This means 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 attorneys' fees unless your claim is successful.
3. PSEA cannot guarantee that all cases on a reduced contingent fee will be accepted through the PSEA-approved attorney. Small claims may not generate enough fees for the attorney to accept the case on a contingent fee. In such a situation, please contact the PSEA Legal Division for further information.

Cases challenging denial of employment-related disability benefits by the Public School or State Employees' Retirement System, or an employer-approved third-party disability insurance carrier are also an exception to the PSEA Legal Services Policy. However, in certain cases, PSEA will provide up to \$1,000 to cover attorney fees and costs to an eligible member represented by an attorney approved by PSEA. PSEA will be reimbursed for the advance but only if you are awarded fees and/or costs in the matter.

The PSEA Legal Services Policy does not provide legal representation to defend against criminal charges. However, as explained below, PSEA provides financial assistance to eligible members for certain criminal charges arising from employment activities.

Liability Coverage

Liability coverage is provided to active, substitute, retired, and student members by PSEA through the NEA Educators Employment Liability (EEL) insurance policy for eligible occurrences arising out of certain educational employment activities.

The policy provides \$1 million coverage for civil claims per occurrence per eligible member, except for alleged violations of civil rights which are covered up to \$300,000 per occurrence. In other words, your protection is not limited by member usage throughout the nation. There is a \$3,000,000 per occurrence aggregate for all claims.

Your EEL policy includes reimbursement of attorneys' fees up to \$35,000 for the defense of criminal charges arising from certain employment activities if exonerated from all charges or if all charges are subsequently withdrawn or dismissed. The EEL policy further includes bail-bond coverage (\$1,000 per bond) and coverage of assault-related personal property damages (\$500 per assault).

When a criminal defense attorney approved by PSEA is retained, PSEA will advance up to \$2,500 of the attorney's retainer to any eligible member charged with a crime covered by the EEL policy arising from employment activities, so that members will be helped with out-of-pocket losses. If the EEL policy subsequently covers the attorney fees, PSEA will

be reimbursed for the money it has advanced. If the EEL policy does not cover these attorney fees, PSEA will not expect reimbursement of the advance.

PSEA will advance up to \$2,500 to cover representation by an approved criminal defense attorney on matters related to complaints of child abuse in the course of employment investigated by a county or state agency and will also advance \$2,500 to appeal any indicated report of child abuse related to employment.

If you are involved in a school activity that results in a claim, you should report the incident immediately to your UniServ Representative. A claim form will be filled out for you and processed through PSEA's EEL coordinator.

This is a general summary of the NEA EEL insurance policy. Members must refer to the EEL Certificate of Insurance for further details. Copies of the Certificate of Insurance are available at your PSEA region office.

Personal Legal Services

You, your spouse or domestic partner, and children (who are classified as dependents for federal tax purposes) are entitled to take advantage of two free consultations per membership year of up to one half-hour each, where you can seek the advice of an union-approved attorney on certain personal, non-employment related legal needs you or your family members may have (e.g., preparation of a will, buying or selling a home, settling an estate, filing for personal bankruptcy, obtaining a divorce). These consultations must be on two different matters and cannot be combined. Union-approved attorneys are not paid for providing these consultations. They provide consultation as a service to PSEA and its members.

The free consultation will permit you to discuss your legal problem to determine whether and to what extent additional legal services may be needed. The attorney will tell you when the free consultation is over, so that you can determine whether to proceed at your own cost.

Additional assistance is available in five "core" areas at a 30 percent discount. The attorney will inform you of the normal and reduced fees in advance of providing the requested service. PSEA cannot guarantee that the discounted fee will be the lowest in the area, only that it is 30 percent lower than the fee normally charged by that attorney.

Your PSEA region office will put you in touch with the union-approved attorney in your area. The attorneys who agree to participate in this program are not required to represent you, nor are you obliged to retain them for additional legal services.

BACKGROUND CHECK REQUIREMENTS

School employees are required to maintain up-to-date child abuse clearance statements and criminal history reports (from both the Pennsylvania State Police and FBI) under the Child Protective Services Law (“CPSL”). The FBI report includes fingerprinting. Under the CPSL, school employees include “an individual who is employed by a school or who provides a program, activity or service sponsored by a school.” The term excludes an individual who has no direct contact with children.

For purposes of clearances, a child is an individual under 18 years of age.

Direct contact with children is defined in §6303 of the CPSL as the “care, supervision, guidance or control of children or routine interaction with children.”

Employees having direct contact with children must obtain the following three clearances.

- Criminal history from the Pennsylvania State Police
- Child Abuse History Clearance from the Department of Human Services (Child Abuse)
- Fingerprint based federal criminal history submitted through the Pennsylvania State Police or its authorized agent (FBI)

All clearances must be submitted prior to the commencement of employment or service. Beginning December 31, 2014, clearances must be obtained every 60 months. An employee must renew all three clearances 60 months from the date of the oldest of the three clearances.

Child Abuse, PA State Police, and FBI clearances can all be applied and paid for electronically. All necessary instructions and links to apply for these clearances can be found at <http://keepkidssafe.pa.gov/resources/clearances/index.htm>.

The employee will be responsible for paying the cost of the required clearances if the employer is not willing to cover the cost.

CHILD PROTECTIVE SERVICES LAW (CPSL)

All individuals providing a “program, activity, or service” that involves individuals accepting responsibility for the care of a child are considered mandated reporters under Pennsylvania law. This includes all school employees, independent contractors, and volunteers in addition to other adults such as recreational camp workers, scout leaders, club leaders, and others who come into direct contact with children. Mandated reporters must report any “reasonable cause to suspect child abuse” using specific procedures as described below.

A. Reporting Procedure

Every mandated reporter—whether they are a school employee, health care worker, or member of the clergy—will make child abuse reports in the same manner, as set forth below:

- Step 1.** File an electronic report through the [Child Welfare Portal](http://www.compass.state.pa.us/cwis) (<http://www.compass.state.pa.us/cwis>) or call ChildLine at 1-800-932-0313 to make an initial report. Keep a copy of any written report for your records.
- Step 2.** Within 48 hours of an oral report, file a written report to the county Children and Youth Services (CYS) agency in the county in which the alleged abuse occurred. If an electronic report was filed under Step 1, the county is automatically notified and there is no need to file a written report with the county CYS agency.
- Step 3.** Immediately notify school administration that a report was filed. Keep a copy of this notification for your records.

Once reported, child abuse reports that involve actions that may also give rise to criminal conduct are subject to a joint investigation by the CYS agency and law enforcement. Specifically, this joint investigation will be conducted by a “Multidisciplinary Investigative Committee,” which will consist of CYS and law enforcement representatives. Because most allegations of student abuse by a school employee will likely involve the prospect of potential criminal action, most allegations of student abuse by school employees are investigated by a Multidisciplinary Investigative Committee.

The legal standard for determining when a mandated reporter must make a child abuse report is when he/she has “reasonable cause to suspect” that a child is a victim of child abuse.

Under 23 Pa. C.S. § 6311, mandated reporters (including “school employees”) must report if the mandated reporter has reasonable cause to suspect that a child is a victim of child abuse under any of the following circumstances:

1. When mandated reporters encounter a child in the course of employment, occupation, or practice of profession; or “through a regularly scheduled program, activity, or service” (e.g., as a parent volunteer in classrooms or on school field trips).

2. When they are directly responsible for the “care, supervision, guidance, or training of the child” or are affiliated with an entity that is directly responsible for the “care, supervision, guidance, or training of the child” (e.g., as a scout leader or religious organization’s youth group leader).
3. When a person makes a specific disclosure to the mandated reporter that an identifiable child is the victim of abuse; and
4. When an individual 14 years of age or older makes a specific disclosure to the mandated reporter that an identifiable child is the victim of abuse.

The child abuse amendments make clear that an alleged child victim is not required to come before a mandated reporter as a prerequisite for the mandated reporter who made a child abuse report. Thus, child abuse reports may be based upon hearsay evidence if such hearsay produces “reasonable cause to suspect.” Similarly, no specific identification of a perpetrator of child abuse is necessary before a child abuse report is made. For instance, if a mandated reporter comes upon a child in the course of his/her employment who manifests evidence of physical abuse that would constitute child abuse, but the mandated reporter does not know who caused such physical abuse, the mandated reporter should still make the report of child abuse.

B. Definition of Child Abuse

Child abuse is conduct that is *intentional, knowing, or reckless*, * as those terms are defined in criminal law, done within the most recent two years and that falls into the following categories:

1. Causing bodily injury to a child or creating a reasonable likelihood of bodily injury to a child through any act or failure to act.
2. Fabricating, feigning or intentionally exaggerating, or including a medical symptom or disease which results in a potentially harmful medical evaluation or treatment to the child through any recent act.
3. Causing or substantially contributing to serious mental injury to a child through any act or series of acts or failure to act or series of failures to act.
4. Causing sexual abuse or exploitation of a child through any act or failure to act.
5. Creating a reasonable likelihood of bodily injury to a child through any act or failure to act.
6. Creating a likelihood of sexual abuse or exploitation of a child through any act or failure to act.
7. Causing serious physical neglect.
8. Engaging in any of the following acts:
 - (a) Kicking, biting, throwing, burning, stabbing, or cutting a child in a manner that endangers the child.
 - (b) Unreasonably restraining or confining a child, based on consideration of the method, location, or the duration of the restraint or confinement.
 - (c) Forcefully shaking a child under one year of age.
 - (d) Forcefully slapping or otherwise striking a child under one year of age.
 - (e) Interfering with the breathing of a child.
 - (f) Causing a child to be present at a location while a violation of 18 Pa.C.S. § 7508.2 (relating to the operation of a methamphetamine

laboratory) is occurring, provided that the violation is being investigated by law enforcement.

- (g) Leaving a child unsupervised with an individual, other than a child's parent, who the actor knows or reasonably should have known:
 - i. Is required to register as a Tier II or Tier III sexual offender under 42 Pa.C.S. Ch. 97 subchapter H (i.e., Megan's Law) where the victim of the sexual offense was under 18 years of age when the crime was committed.
 - ii. Has been determined to be a sexually violent predator under 42 Pa.C.S. § 9799.24 (relating to assessments) or any of its predecessors.
 - iii. Has been determined to be a sexually violent delinquent child as defined in 42 Pa.C.S. § 9799.12.
 - iv. Has been determined to be a sexually violent predator under 42 Pa.C.S. § 9799.55(b) (relating to assessments) or must register for life under 42 Pa.C.S. § 9799.55(b) (relating to registration).
- 9. Causing the death of the child through any act or failure to act.
- 10. Engaging a child in a severe form of trafficking in persons or sex trafficking as those terms are defined under section 103 of the Trafficking Victims Protection Act of 2000.

*Intentionally, recklessly, and knowingly have the same definition as the definitions of those terms found in 18 Pa.C.S. § 302

"Serious physical neglect" is defined as "any of the following when committed by a perpetrator that endangers a child's life or health, threatens a child's well-being, causes bodily injury or impairs a child's health, development, or functioning" through either of the following: "[a] repeated, prolonged, or unconscionable egregious failure to supervise a child in a manner that is appropriate considering the child's developmental age and abilities" or "[t]he failure to provide a child with adequate essentials of life, including food, shelter, or medical care." (Act 108 of 2013.)

"Serious mental injury," is defined as follows: "A psychological condition, as diagnosed by a physician or licensed psychologist, including the refusal of appropriate treatment, that:

- (1) renders a child chronically and severely anxious, agitated, depressed, socially withdrawn, psychotic, or in reasonable fear that the child's life or safety is threatened; or (2) seriously interferes with a child's ability to accomplish age-appropriate developmental and social tasks." 23 Pa. C.S. § 6303.

"Sexual abuse or exploitation" remains a ground of child abuse upon which a school employee may be reported and has the obligation to report. Sexual abuse or exploitation is defined by the child abuse law as follows:

- (1) The employment, use, persuasion, inducement, enticement, or coercion of a child to engage in or assist another individual to engage in sexually explicit conduct, which includes, but is not limited to the following:
 - (i) Looking at the sexual or other intimate parts of a child or another individual for the purpose of arousing or gratifying sexual desire in any individual.

- (ii) Participating in sexually explicit conversation either in person, by telephone, by computer, or by a computer-aided device for the purpose of sexual stimulation or gratification of any individual.
- (iii) Actual or simulated sexual activity or nudity for the purpose of sexual stimulation or gratification of any individual.
- (iv) Actual or simulated sexual activity for the purpose of producing visual depiction, including photographing, videotaping, computer depicting, or filming.

This paragraph does not include consensual activities between a child who is 14 years of age or older and another person who is 14 years of age or older and whose age is within four years of the child's age.

- (2) Any of the following offenses committed against a child:
 - a) Rape, as defined in 18 Pa.C.S. § 3121 (relating to rape).
 - b) Statutory sexual assault, as defined in 18 Pa.C.S. § 3122.1 (relating to statutory sexual assault).
 - c) Involuntary deviate sexual intercourse, as defined in 18 Pa.C.S. § 3123 (relating to involuntary deviate sexual intercourse).
 - d) Sexual assault, as defined in 18 Pa.C.S. § 3124.1 (relating to sexual assault).
 - e) Institutional sexual assault, as defined in 18 Pa.C.S. § 3124.2 (relating to institutional sexual assault).
 - f) Aggravated indecent assault, as defined in 18 Pa.C.S. § 3125 (relating to aggravated indecent assault).
 - g) Indecent assault, as defined in 18 Pa.C.S. § 3126 (relating to indecent assault).
 - h) Indecent exposure, as defined in 18 Pa.C.S. § 3127 (relating to indecent exposure).
 - i) Incest, as defined in 18 Pa.C.S. § 4302 (relating to incest).
 - j) Prostitution, as defined in 18 Pa.C.S. § 5902 (relating to prostitution and related offenses).
 - k) Sexual abuse, as defined in 18 Pa.C.S. § 6312 (relating to sexual abuse of children).
 - l) Unlawful contact with a minor, as defined in 18 Pa.C.S. § 6318 (relating to unlawful contact with a minor).
 - m) Sexual exploitation, as defined in 18 Pa.C.S. § 6320 (related to sexual exploitation of children).

School employees—who previously had been subject to reports of child abuse for only serious bodily injury—will now be subject to allegations of child abuse for the lesser threshold of “bodily injury” as that term is defined by the child abuse law (see earlier discussion).

School employees have not caused “bodily injury” as defined in the law if there is no evidence that the person acted intentionally, knowingly, or recklessly (as those terms are defined in criminal law) when causing the injury or harm to the child or creating a risk of injury or harm to the child. Thus, for example, school employees who fail to act (e.g., physically intervene) to stop a student fight, but, nonetheless, take some action to stop student fights (e.g., by contacting school administration; by ensuring that other students not involved in the fight are safe) have not engaged in child abuse. Furthermore, the amended child abuse law also provides that “reasonable force for self-defense or the

defense of another individual, consistent with the provisions of 18 Pa.C.S. § 505 (relating to the use of force for self-protection) and § 506 (relating to use of force for the protection of other persons) [provisions of state criminal law], shall not be considered child abuse.” (Act 108 of 2013).

The use of reasonable force on or against a child by the child’s own parent or person responsible for the child’s welfare shall not be considered child abuse if any of the following conditions apply:

1. The use of reasonable force constitutes incidental, minor, or reasonable physical contact with the child or other actions that are designed to maintain order and control.
2. The use of reasonable force is necessary:
 - a) To quell a disturbance or remove the child from the scene of the disturbance that threatens physical injury to people or damage to property.
 - b) To prevent the child from having self-inflicted physical harm.
 - c) For self-defense or the defense of another individual; or
 - d) To obtain possession of weapons or other dangerous objects or controlled substances or paraphernalia that are on the child or within the control of the child.

Finally, contact with children taking place in the context of interscholastic sports, physical education, and recreational or extracurricular activities that involve physical contact cannot constitute child abuse. Such conduct is explicitly exempted from the definition of child abuse. As provided for in Act 108 of 2013: “An individual participating in a practice or competition in an interscholastic sport, physical education, a recreational activity, or an extracurricular activity that involves physical contact with a child does not, in itself, constitute contact that is subject to the reporting requirements of this chapter.”

The Employee Should:

1. Contact your UniServ Representative if you have any questions as to whether you should report suspicions of child abuse. The UniServ Representative will advise you regarding your reporting obligation or refer you to an attorney for further assistance. Do not discuss the particulars of your suspicions with anyone else (including your UniServ Representative, your local president, your faculty representatives, etc.).
2. Contact the PSEA UniServ Representative immediately if any charges or any allegations of abuse are leveled against you.

Contact your PSEA Region Attorney for consultation if you are involved in any legal proceedings seeking an expungement of an indicated report.

ADMINISTRATION OF MEDICATION

PSEA's position is that school employers are not authorized to adopt a regulation requiring that unlicensed school employees administer medication. This position is based on a 1978 Pennsylvania Attorney General's office opinion stating that there is nothing in the law that requires a teacher or support staff to administer medication to students. Moreover, administration of medication by someone other than a licensed nurse may be a violation of nursing laws, regulations, and standards. Thus, an unlicensed school employee who administers medication may be liable for civil damages, criminal sanctions, or both.

Although the Political Subdivision Tort Claims Act insulates school employees from liability for injuries caused by negligence if the employee's actions are within the scope of their employment; the statute does not insulate the employee against illegal or criminal actions. An unlicensed school employee who administers medication may not be prosecuted. Such employees, however, should be aware that they may not be covered by the Tort Claims Immunity Act and the EEL insurance coverage provided to PSEA/NEA members to the extent that a court concludes that the employee's actions were illegal and/or constituted a crime.

It is important to note that employees who refuse a directive can be disciplined or discharged for insubordination. Therefore, it is critically important that unlicensed employees contact the local immediately if their employer directs them to administer medication. The local union should then immediately contact the UniServ Representative to request assistance in challenging the directive. If the employer continues to insist that the unlicensed employee perform the task, the UniServ Representative can assist the local in obtaining protection for the employee such as a hold harmless agreement, written parental permission, and proof of insurance coverage.

Only management may direct employees to administer medication. The certified school nurse or nurse assistant may not direct unlicensed employees to administer medication.

ELECTRONIC COMMUNICATION & SOCIAL MEDIA

School employees use technology in their building, in their careers, and in their personal lives. While technology has many benefits, understanding how your use of technology (e-mail, texting, social media, content creation, AI, etc.), whether in or out of the workplace, **can** impact—or even jeopardize—your career is important.

E-mail and Texting

1. Be sure to review your employer’s e-mail policy and use your school e-mail account **ONLY** for job-related communications to your colleagues, students, parents, etc.
2. **DO NOT** contact students or guardians using your personal e-mail, phone number (calls or texts), snapchat, or any other social media messaging platform. Use only your work e-mail address or a school-sponsored application when communicating with students and guardians. All communication should be school related.
3. **NEVER** provide your personal e-mail address, phone number, or messaging account, or social media information to students or guardians.
4. **DO NOT** call students on their personal cell phones.
5. **DO NOT** text students or message students through social media platforms.
6. **DO NOT** call, text, or message anyone about unethical, illegal or other inappropriate subjects.
7. E-mails, texts, and other messages are not necessarily “private” messages and can be recovered through litigation. This includes messages and images sent via platforms that appear to delete the media after a specified time, such as Snapchat.
8. Immediately notify an administrator if you have any concerns about the content of a student or guardian communication. If your concern relates to child abuse or sexual exploitation, be sure to follow all Mandated Reporting requirements.
9. Note: Under the Right-to-Know Law, your e-mails, texts, and social media posts and messages that relate to school issues could be considered “public records” even if they are made from a personal device or account and therefore could be released to individuals outside the school setting, depending on content.



Social Media and Online Content

1. *School employees may be disciplined, including termination, based on the content posted to their social networking pages or blogs. School employees may also be disciplined for engaging or interacting with students through social media and online content platforms.* The First Amendment protects the speech of public employees only to the extent that they are speaking as *private citizens* on matters of *public concern*. An employee's speech is **NOT** protected if:
 - a. It is spoken pursuant to official job duties
 - b. It deals with private, personal matters
 - c. It causes disruption in the workplace
 - d. It is unlawful or untrue
2. Your online content will probably **NOT** be protected if it includes personal and intimate information; criticism of school officials, students, and staff; has sexual references, profane remarks, or otherwise inappropriate graphics.
3. Be aware of your employer's policy regarding the use of social media and online content creation for work purposes.
4. Constantly monitor postings or comments to your social media profiles and other online content accounts and remove any that are inappropriate (language or content).
5. Users can search for you by anything in your profile.
6. Limit access to your social media profiles and online content platforms. Control who sees your pages and who can search for your pages. Set your privacy settings so that only "friends" can review your information.
7. Monitor photographs posted by your friends/followers. If someone "tags" you in an inappropriate photograph, remove the tag and ask that the photo be taken down.
8. DO NOT engage or interact with students through social media or other online platforms unless you are using a school approved platform for educational purposes.
9. DO NOT post photographs or videos of students.
10. DO NOT disclose confidential employer information.
11. DO NOT accept friend/follower requests from students or their parents.
12. DO NOT accept someone you do not know as your friend/follower and be sure to carefully consider all friend/follower requests.
13. DO NOT join "groups" that may be considered unprofessional or inappropriate.

14. DO NOT use inappropriate, vulgar, or obscene language or materials.
15. DO NOT post photos which could be considered inappropriate or unprofessional.
16. DO NOT post links to materials or groups that may be considered inappropriate or unprofessional.
17. If you are a victim of fake online content or a fake social media page created about you, notify your employer immediately and report the impersonation to the social media or content creation platform and request that they remove the entry.
18. Keep in mind a potential employer or your current employer could search for you and your content online, so think before you post. Each time you post a photo, video, or information on the web, make sure you would gladly show it to your family, your students, your superintendent and the editor of the New York Times. Keep it "G" rated.
19. Creating online content anonymously does not necessarily protect you. Names of content creators, web authors, and other internet users can be discovered through litigation.
20. Content deleted from social media and similar online platforms can usually be recovered through litigation.

UNEMPLOYMENT COMPENSATION

If you are a regular part-time or full-time employee and you are terminated or furloughed, you should consult with your union representative prior to filing for unemployment compensation. If you file for unemployment compensation, remember:

- All unemployment compensation claims must be filed online through the website <http://www.uc.pa.gov/unemployment-benefits/file/Pages/File%20an%20Initial%20Claim.aspx> or by calling the relevant UC service center for additional instructions.
- You will be advised by mail as to whether you are approved or denied. If your claim is denied, you have the right to appeal that decision within fifteen days. If you do so, an unemployment referee will be appointed, and a hearing will be set to review your case. If your claim is approved but your employer disagrees that you are eligible to receive unemployment compensation benefits, it is possible that your employer may appeal the decision granting your benefits.
- If your claim is denied and you appeal the Claims Department decision, contact your UniServ Representative who will put you in touch with legal counsel for advice and/or representation.

Additional information can be found at:

www.uc.pa.gov

keyword search: unemployment

WORKERS' COMPENSATION

PSEA does not provide legal representation by a PSEA attorney to a member in any matter involving workers' compensation. However, PSEA will provide up to \$1,500 to cover the cost of obtaining necessary medical testimony and/or, at the discretion of the general counsel, to cover the cost of legal assistance in such matters to an eligible member by an attorney approved by PSEA. If the member is awarded costs in the matter, the member shall reimburse PSEA for its payment.

The Workers' 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 payment dating back to day one.

If you are injured during employment, you should take the following action.

- Review your collective bargaining agreement.
- Notify your immediate supervisor and obtain report forms from the employer's business office.
- Complete an employer's report of occupational injury or disease.
- Be sure the report is sent to the appropriate Workers' Compensation Insurance Company and appropriate recipients; keep a copy of your records.
- Be aware that the insurance company has a maximum of 21 days from the receipt of the form to respond to the claim.
- Do not sign any blank papers.
- Do not sign any papers or statements unless you thoroughly understand them.
- Do not sign written statements about your injury or occupational illness unless you have a witness or union representative, or attorney present and you fully agree with the written statement; demand an exact copy for your records.
- Do not sign an application for benefits under the terms of any group insurance policy without union or legal advice if said application involves the same injury or disease for which you are claiming workers' compensation.
- Do not sign a full 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.

PSEA members are eligible to utilize an attorney specializing in workers' compensation at a reduced rate. Contact your regional office for a referral.

Additional information can be provided from:

**Bureau of Workers' Compensation
1171 S. Cameron Street
Harrisburg, PA 17104-2501
Phone Toll Free – 800-482-2383
Email: ra-li-bwc-helpline@state.pa.us**

RETIREMENT SYSTEM

Public School Employees' Retirement System (PSERS)

Eligibility for PSERS Membership

- If you are a full-time salaried or part-time salaried employee, you are eligible for PSERS membership from the first day of employment.
- If you are hired as a part-time hourly employee, you must work at least 500 hours in a school year to become eligible for PSERS membership.

Class	Rules for Eligibility
Class T-C (Act 1975-96)	Members who first qualified for membership prior to July 1, 2001, and did not elect to convert to Class T-D via the provisions of Act 2001-9 and who have not returned after a break in service.*
Class T-D (Act 2001-9)	Members who first qualified for membership prior to July 1, 2001, and elected to convert from Class T-C to Class T-D via the provisions of Act 2001-9.
	Members who first qualified for membership between July 1, 2001, and June 30, 2011, or Members who had a break in service prior to July 1, 2001, and then returned to service on or after July 1, 2001, and earned 3 eligibility points.
Class T-E (Act 2010-120)	Members who first qualified for membership on or after July 1, 2011, and did not elect to convert to Class T-F via the provisions of Act 2010-120.
Class T-F (Act 2010-120)	Members who first qualified for membership on or after July 1, 2011, and elected to convert from Class T-E to Class T-F via the provisions of Act 2010-120.
Class T-G (Act 2017-5)	Members who first qualify for membership on or after July 1, 2019, and do not elect to convert to Class T-H or Class DC via the provisions of Act 2017-05.
Class T-H (Act 2017-5)	Members who first qualify for membership on or after July 1, 2019, and elect to convert to Class T-H via the provisions of Act 2017-05.
Class DC (Act 2017-5)	Members who first qualify for membership on or after July 1, 2019, and elect to convert to Class DC via the provisions of Act 2017-05.

**Special rules apply if you terminated service before July 1, 2001. Contact PSERS for more information.*

Definitions

- Defined Benefit (DB) - This retirement benefit is based on a formula. The formula used by PSERS includes a pension multiplier, your credited years of service, and your final average salary. Class T-C, Class T-D, Class T-E, and Class T-F are defined benefit only plans.
- Defined Contribution (DC) - This retirement benefit is based on the amount of contributions in your account and investment performance. Your DC contributions and earnings, if any, are available for you to withdraw when you terminate your employment or retire. Class DC is a defined contribution only plan.

Credit for Service

- When you first become a member of PSERS, you begin to earn credit toward your retirement. To receive full credit for a school year you will need to work at least 180 days or 1100 hours. If you are a part-time employee, your credit will be proportional to the days/hours you work. So, for example, for 90 days of service, you would get 0.5 of a year's credit.

Vesting

- Vested means you are eligible for a monthly retirement benefit after termination of employment. Your membership class determines vesting for the PSERS DB Plan as follows.

Class	Vesting Requirements (You must meet one of the following to be vested)
T-C*	<ul style="list-style-type: none">• You have at least five years of service with at least one year of qualifying service rendered• You are age 62 or older at termination of employment with at least one year of qualifying service
T-D	
T-E	<ul style="list-style-type: none">• You have at least 10 years of qualifying service• You are age 65 or older at termination of employment with at least three years of service
T-F	
T-G**	<ul style="list-style-type: none">• You have at least 10 years of qualifying service• You are age 67 or older at termination of employment with at least three years of service
T-H*	

Refer to “Becoming Vested in a PSERS DC plan” of the PSERS Handbook for vesting information for T-G and T-H members.

Nomination of Beneficiary

- All new members of the PSERS must complete a Nomination of Beneficiaries form (PSRS-187). This form is a legal document. You are the only person who can change or alter the form. Forms that are **incomplete, contain erasures, or are in any way altered** will not be accepted by the PSERS.

When your personal circumstances change, e.g., marriage, divorce, death of a named beneficiary, etc., you must file a new Nomination of Beneficiaries form to protect yourself and your loved ones.

- Be sure to photocopy the completed Nomination of Beneficiaries form and keep the copy with your other personal legal documents.

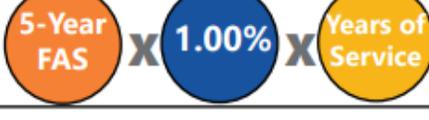
Contribution Rate

Your membership class and employment history determine your contribution rate. The “Member Contribution Rates” table below shows the various rates at which members contribute to PSERS.

For the most current contribution amounts, please visit psers.pa.gov. Contribution rates for Class T-E, Class T-F, Class T-G, and Class T-H members are subject to change as required by the shared risk/shared gain provision. More information on shared risk/shared gain is available below and on the website.

Member Contribution Rates				
Membership Class	Continuous Employment Since	DB Contribution Rate	DC Contribution Rate	Total Contribution Rate
T-C	Prior to July 22, 1983	5.25%	N/A	5.25%
T-C	On or after July 22, 1983	6.25%	N/A	6.25%
T-D	Prior to July 22, 1983	6.50%	N/A	6.50%
T-D	On or after July 22, 1983	7.50%	N/A	7.50%
T-E	On or after July 1, 2011	7.50% base rate with shared risk/shared gain provision	N/A	7.50%
T-F	On or after July 1, 2011	10.30% base rate with shared risk/shared gain provision	N/A	10.30%
T-G	On or after July 1, 2019	5.50% base rate with “shared risk/shared gain” provision	2.75%	8.25%
T-H	On or after July 1, 2019	4.50% base rate with shared risk/shared gain provision	3.00%	7.50%
DC	On or after July 1, 2019	N/A	7.50%	7.50%

Your DB monthly benefit is computed using a calculation. Your calculation depends on your membership class.

Membership Class	Annual Maximum Single Life Annuity Calculation
Class T-C*	
Class T-E	
Class T-D	
Class T-F	
Class T-G	
Class T-H	

Forfeiture of Pension for all Employees

- School employees are public employees. There are three reasons that you as a public employee may lose your DB pension benefit. The first is misappropriation of school funds. The second is the conviction of certain sexual crimes committed by school employees against students. The third is the conviction for several serious criminal offenses committed by school employees in association with their employment.

You may wish to contact PSERS for additional information:

Toll-free Number: 888-773-7748

www.psers.pa.gov

LEGISLATIVE SUPPORT

While you're on the job, your state association is working to protect your rights. The actions of the state and federal legislature can greatly affect the terms and conditions of employment.

PSEA is actively involved in the legislative process and has lobbied on issues including but not limited to:

- Highly qualified under No Child Left Behind
- Hearing interpreter requirements
- Increasing the minimum wage
- School subsidy
- Subcontracting
- Retirement improvements for education employees

Question: Who makes the decisions that affect your job?

Who decides...

- Your salary?
- The amount of school aid?
- A school board budget?
- How much you have to spend on supplies?
- When you start and finish your workday?
- The length of the school year?
- Your fringe benefits?
- Employee rights and due process?
- Your retirement benefits?
- Discipline policies?
- Retirement window?
- Health and safety standards?
- Hiring practices?
- Workers' compensation?
- Unemployment compensation?

Answer: Elected Officials

Do you really think you can afford to ignore politics? Through PSEA-PACE, you can help shape the political climate in which you work.

Join PSEA-PACE and help shape a better tomorrow!



PSEA/NEA MEMBER BENEFITS PROGRAMS & SERVICES



Benefits, promotions, and discounts are subject to change without notice.

FINANCIAL/PERSONAL SERVICES

- **PSEA/Credit Card.** The Power of a Great Education is now available in your wallet with the PSEA Visa Signature® Credit Card! Earn rewards¹ with every purchase. Cash Back² rewards in all your favorite categories.³
Year-Round Earnings, No Point Cap, No Opt-In Required. A Cash Back² redemption is applied as statement credit. For a list of current Cash Back categories, please visit psea.org/mb and click on the [PSEA Visa Signature Card](#) link under Financial & Personal Services.
Disclosures:
1. Visit www.commercebank.com/rewardsterns for complete details.
2. The statement credit will reduce your balance, but you are still required to make at least your minimum payment. Values for non-cash back redemption items such as merchandise, gift cards, and travel may vary.
3. Please note that merchants self-select the category in which transactions will be listed and some merchants may be owned by other companies, therefore transactions may not be counted in the category you might expect.
- **PSEA/Mortgage Discount Program.** Offered through AmeriServ Bank Headquartered in Johnstown, PA. Market leading mortgage interest rates. Available to PSEA Members and family (parents, children, brothers & sisters). No loan origination fees (\$695 savings). One FREE rate relock opportunity (\$400 value). Up to \$250 credit on rate buy down options.
- **PSEA/Home Equity Line/Loan.** Offered through AmeriServ Bank. Secured by primary residence. Always can be used as a line of credit and can convert any portion of the line of credit into a fixed rate/fixed term home equity loan (up to 9 loans). No annual fee. Low introductory rates. Home equity loans up to 89.90% Loan-to-Value. Available to PSEA Members and family (parents, children, brothers & sisters).
- **PSEA/Personal Line of Credit.** Offered through AmeriServ Bank. Unsecured loans. Accessed by checks. No annual fee. Available to PSEA Members and family (parents, children, brothers & sisters). Rates are prime rate plus 3% with a minimum rate of 7%.
- **PSEA/Financial Education Workshops** are available for local associations or regions for after school, early evening, or weekend formats.
- **PSEA/Identity Theft Protection Plans-Securus ID Inc.** PSEA members and their families receive a discount up to 60% (not a trial rate) on individual and family Identity Theft Protection Plans offered through Securus ID Inc., an identity theft service provider powered by Experian.
- **PSEA/Investment & Retirement Products - Kades-Margolis** Money by Design 403(b)(7) and 457(b) accounts.
- **NEA/credit cards.** Low introductory annual percentage rate offers, and competitive APRs; offered by Bank of America.

- **Personal Legal Services.** PSEA members & dependents can receive two free 30-minute consultations annually (two separate matters) and 30% reduction in fees for non-employment related need in 5 core areas: wills & estates, real estate, domestic relations, consumer protection, and traffic violations.
- **NEA Discount Marketplace Cash Back Offers.** Sign up for a Rakuten account through NEAMB.com. Earn cash back on qualifying purchases. Get paid via PayPal or by check.
- **NEA/Student Debt Navigator powered by Savi.** Free online student loan evaluation tool to determine eligibility for federal programs to help you manage your student loan debt.

HEALTH & WELLNESS PROGRAMS

- **PSEA/Contact Fill.** Order brand name contact lenses online at significant savings, with free shipping & handling.
- **PSEA/Dental Discount.** For one flat household rate of just \$8.00 per month, PSEA Members and their legal dependents up to age 26 can access Dental Savings through Aetna Dental Access.
- **PSEA/Hearing Aids.** Receive discounts of 30-70% on many brands of top-quality hearing aids through TruHearing.
- **PSEA/Opti-Vision Program.** Offers substantial discounts for vision care services, including examinations, frames, and lenses; offered by PSEA Health & Welfare Fund.
- **PSEACare Dental & Vision Program.** Available to PSEA-Retired members, their spouses, and dependents up to age 26; offered by PSEA Health & Welfare Fund.
- **PSEA/Tele-therapy.** Enjoy convenient access to therapists and counselors from the comfort of home. Get support for anxiety, depression, stress/PTSD, panic disorder, grief, family & marriage issues and more. Only \$25.79 per month for PSEA members. Members, spouses, and any dependents age 18 years on up to and including age 25 are covered under one membership. Use as many times as you need. 30-day money back guarantee.
- **PSEA/Voluntary Vision Program.** Available to PSEA members, their spouses, and dependents up to age 26; 12-month or 24 month plan options with monthly enrollment; administered by National Vision Administrators (NVA); offered by PSEA Health & Welfare Fund.
- **PSEA/ACCESS.** Savings of up to 50% at salons, gyms, spas, health products, and more.

CONSUMER PRODUCTS/SERVICES

- **PSEA/ACCESS.** Save up to 50% on everyday purchases like dining, apparel, school supplies, movie tickets, hotel stays, and more.

PSEA does not represent that its endorsed products are right for all members. Each member must assess the appropriateness of the endorsed products for himself or herself. PSEA does not give investment, tax, or legal advice. PSEA recommends that you seek the counsel of a qualified financial planner and/or an attorney, accountant, or other qualified tax advisor regarding these matters as it applies to your particular situation.

- **PSEA/FIOS Internet.** \$5 off per month for up to 500 Mbps; \$10 off per month for Gigabit connection. **Please note: the only way to register for this discount is through the PSEA website.** Visit psea.org/mb and click on the Verizon Fios link under Special & Discount Programs.
- **PSEA/GE Appliances.** The GE Appliance Store is an exclusive shopping website where PSEA members can save up to 25% off MSRP on select GE Appliances. Convenient in-home delivery, installation, and haul-away services available. Additional promotional and rebates offered.
- **NEA/Auto Purchase Advantage Program.** Provides members with low, no-haggle prices on new and used cars at certified dealers across the country.
- **NEA/Cellular Telephone Discount.** Consumer Cellular - Get exclusive member savings including unlimited talk and text plans that start at just \$20/month. NEA members get \$50 off every new line by using promo code NEA50 at checkout.
- **NEA/Magazine Service.** Save up to 85% off the cover price of over 1,000 magazines with a choice of seven payment options.

INSURANCE PROGRAMS

- **PSEA/Auto & Homeowners Insurance Website Quote Option - Liberty Mutual.** Members receive a discount of 10% on new and existing automobile policies for PSEA members and an exclusive discount on new and existing homeowners, renters, and condo policies. The Liberty Mutual program includes a special endorsement which reduces deductibles for damage on school grounds or on school business. Liberty Mutual only provides insurance quotes through their website or call center. Liberty Mutual policies can not be purchased through any local agents.
Local Agent Quote Option - Comparion Insurance Agency. Comparion is owned and backed by Liberty Mutual Group, a Fortune 100 company, founded in 1912. Local Comparion Insurance agents work with over 50 insurance companies to find you the right policy for your needs and budget.
- **PSEA/Individual Life Insurance - URL Insurance Group.** URL brokers multiple highly rated life insurance companies for term life and permanent life insurance. URL strives to educate and provide members and family members with the best possible individual life insurance needs and offers competitive individual life insurance solutions, as well as valuable additional benefits like return of premium and accelerated living benefits for terminal, critical and chronic illnesses for when the "what if" in life becomes the "whatnow."
- **NEA/Income Protection Plan.** Provides income when you are unable to work due to illness or injury.
- **NEA/Hospital Care Insurance Plan.** Provides two options to help you pay the extra expenses associated with a hospital stay plus at home recovery.
- **NEA/AD&D Insurance.** Whether you are home or away, make sure your loved ones are covered in case of an accident.
- **NEA/Complimentary Life Insurance.** No-cost life insurance and accidental death and dismemberment insurance while actively employed.
- **NEA/Group Term Life Insurance.** Provides up to \$500,000 of decreasing term life at affordable group rates for members and spouses.
- **NEA/Guaranteed Issue Life Plan.** Coverage guaranteed for NEA members and their spouses ages 45 and older.
- **NEA/Level Premium Term Life Insurance.** Coverage amounts up to \$1,000,000 are available; premiums won't increase or decrease for the entire term.
- **NEA/Introductory Term Life Insurance.** \$15,000 of life insurance at no cost to eligible new members.
- **NEA/Medicare Supplement Program.** Coverage for hospital and medical expenses not covered by Medicare.
- **NEA/Long-Term Care Insurance Program.** Understand your options for long-term care services like nursing home, home health and assisted living care.
- **NEA/Pet Insurance.** Visit any licensed veterinarian. Plans include reimbursement for covered care from specialists and emergency services. Wellness options are available. Offered through Pets Best Insurance.

TRAVEL SERVICES

- **PSEA/BOSCOV'S TRAVEL.** Boscov's Travel offers PSEA Members exclusive vacations at affordable prices. Whether you want to experience the magic of Disney with your family, or you want to relax in the sun and sand in the Caribbean, Boscov's Travel can help make your vacation dreams a reality. **Save 5% on select Disney packages*** when you fly on Boscov's Travel Exclusive Charter Flights from Reading, Wilkes-Barre/Scranton, Harrisburg, and Lancaster. **Enjoy savings of 5% off preferred cruise lines:** ** AMA Waterways, Avalon, Celebrity, Disney, MSC, Norwegian, Oceania, Regent, Royal Caribbean. **Save 5% off all-inclusive vacations plus guided tour packages** of Europe, the US and beyond from preferred tour operators: ** Adventures by Disney, Apple Vacations, CIE Tours International, Globus, G Adventures, Premier World Discovery, Travel Impressions. Financing options available. Plus combine the savings with the best national offers to maximize your benefits.
** Restrictions may apply. ** Savings off base price. Not including taxes, fees, or gratuities.*
- **PSEA/ACCESS.** Save on car rentals, travel packages, cruises, hotels, golf, skiing, restaurants and more.
- **NEA/Car Rental Program.** Get preferred member rates and other special benefits when you reserve your rental car in advance from Hertz, Alamo, or Enterprise.
- **PSEA/Theme Park Discounts.** Receive various theme park discounts through our partnership with Access Corporation.



March 2025

For more information on these PSEA or NEA programs, visit the PSEA website at:



www.psea.org/mb
or call us toll free at:
PSEA Member Benefits
1-800-944-7732 ext. 7127
NEA Member Benefits
1-800-637-4636

PSEAESP
PENNSYLVANIA STATE EDUCATION ASSOCIATION
EDUCATION SUPPORT PROFESSIONALS

