Welcome

Dear Portland Public Substitute Educators:

On behalf of the Board Members, the Superintendent, and the staff of Portland Public Schools, we welcome you. The role of a Substitute Educator is a valued and challenging one that brings many rewards. With increased expectations for schools to raise the achievement bar for every single child, maximizing each day of a student’s education is an absolute imperative. The services of a dependable, well-prepared substitute are essential to providing continuity in student academic achievement.

This handbook, along with assistance from school principals and classroom educators, will enable you to make an important contribution to the instructional program for students. In addition, it will help you understand the key responsibilities of a Substitute Educator, while maintaining a safe and supportive educational environment for the students entrusted in your care. This handbook is just one of the ways we will work to support you in your role.

We are pleased that you have chosen to join the rest of the staff in their efforts to fulfill the mission of the Portland Public Schools. Have a great year!

Sincerely,

PPS Substitute Office
Human Resources

Equal Opportunity Employer

No employee or applicant for employment shall be subjected to discrimination because of race, color, religion, national origin, sex, age, disability or sexual orientation. School District 1-J complies with the Immigration Reform and Control Act of 1985 (IRCA) as amended, and the Americans with Disabilities Act (ADA) of 1991. PPS requires that all employees be cleared through fingerprinting and submit to a criminal record check. All PPS job offers are contingent on the satisfactory completion of a background check, including fingerprinting and criminal records.
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## Important Contact Information

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone Number</th>
<th>Email</th>
<th>Website link</th>
</tr>
</thead>
<tbody>
<tr>
<td>Portland Public Schools District Office</td>
<td>503-916-2000</td>
<td></td>
<td><a href="http://www.pps.net">www.pps.net</a></td>
</tr>
<tr>
<td>Health and Welfare Trust</td>
<td>503-238-6961</td>
<td></td>
<td><a href="https://www.sdtrust.com/">https://www.sdtrust.com/</a></td>
</tr>
<tr>
<td>Human Resources</td>
<td>503-916-3544</td>
<td><a href="mailto:hronline@pps.net">hronline@pps.net</a></td>
<td><a href="https://www.pps.net/Page/105">https://www.pps.net/Page/105</a></td>
</tr>
<tr>
<td>Payroll</td>
<td>503-916-3302</td>
<td><a href="mailto:payroll@pps.net">payroll@pps.net</a></td>
<td><a href="https://www.pps.net/Domain/221">https://www.pps.net/Domain/221</a></td>
</tr>
<tr>
<td>Contact Name</td>
<td>Phone Number</td>
<td>Email</td>
<td>Website link</td>
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<tr>
<td>IT Support (OTIS Help Desk)</td>
<td>503-916-3375</td>
<td><a href="mailto:support@pps.net">support@pps.net</a></td>
<td><a href="https://www.pps.net/Domain/57">https://www.pps.net/Domain/57</a></td>
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<tr>
<td>Pepper Learning Management Tool</td>
<td></td>
<td><a href="mailto:support@pps.net">support@pps.net</a></td>
<td><a href="https://www.pepperpd.com/">https://www.pepperpd.com/</a></td>
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<td>Employee Self Service</td>
<td></td>
<td></td>
<td><a href="https://selfservice.pps.net/">https://selfservice.pps.net/</a></td>
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<tr>
<td>Teachers Standard and Practices Commission (TSPC)</td>
<td>503-378-3586</td>
<td><a href="mailto:contact.tspc@oregon.gov">contact.tspc@oregon.gov</a></td>
<td><a href="http://www.tspc.state.or.us">www.tspc.state.or.us</a></td>
</tr>
<tr>
<td>Contact Name</td>
<td>Phone Number</td>
<td>Email</td>
<td>Website link</td>
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<tr>
<td>Workers Compensation/Risk Management</td>
<td>24/7 Workplace Incident or Injury Reporting Line: 1 (844) 264-5042</td>
<td><a href="mailto:riskcomp@pps.net">riskcomp@pps.net</a></td>
<td><a href="https://www.pps.net/Page/186">https://www.pps.net/Page/186</a></td>
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<tr>
<td>Professional Library</td>
<td>503-916-3267</td>
<td><a href="mailto:ppslibraries@pps.net">ppslibraries@pps.net</a></td>
<td><a href="https://search.follettsoftware.com/metasearch/ui/3169">https://search.follettsoftware.com/metasearch/ui/3169</a></td>
</tr>
<tr>
<td>Tri-met</td>
<td>503-238-RIDE (7433)</td>
<td></td>
<td><a href="http://www.tri-met.org">www.tri-met.org</a></td>
</tr>
<tr>
<td>Absence Management / Frontline</td>
<td>800-942-3767</td>
<td></td>
<td><a href="http://App.frontlineeducation.com">App.frontlineeducation.com</a></td>
</tr>
<tr>
<td>Contact Name</td>
<td>Phone Number</td>
<td>Email</td>
<td>Website link</td>
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<tr>
<td>Substitute Office Support</td>
<td>503-916-3330</td>
<td><a href="mailto:ppssub@pps.net">ppssub@pps.net</a></td>
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Substitute Office Hours of Operation – 7:00AM – 4:00PM

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**Substitute Office Staff**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Phone Number</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jessica Morrow</td>
<td>HR Associate II – Substitute Office</td>
<td>503-916-3330</td>
<td><a href="mailto:ppssub@pps.net">ppssub@pps.net</a></td>
</tr>
<tr>
<td>Shannon Holloway</td>
<td>HR Associate II – Substitute Office</td>
<td>503-916-3330</td>
<td><a href="mailto:ppssub@pps.net">ppssub@pps.net</a></td>
</tr>
<tr>
<td>VACANT</td>
<td>HR Associate I/II – Substitute Office</td>
<td>503-916-3330</td>
<td><a href="mailto:ppssub@pps.net">ppssub@pps.net</a></td>
</tr>
<tr>
<td>Emily Linnertz</td>
<td>HR Manager - Employee Labor Relations &amp; Substitute Office</td>
<td>503-916-3330</td>
<td><a href="mailto:elinnertz@pps.net">elinnertz@pps.net</a></td>
</tr>
</tbody>
</table>
General Information

1. **Pre-employment** - All PPS job offers are contingent on the satisfactory completion of a background check, including fingerprinting and criminal records; Child Abuse Prevention / Sexual Conduct Training; appropriate Oregon licensure; sexual conduct verification (HB2062); and professional references.

2. **Licensure** - Public school teachers in the state of Oregon must hold an active Oregon teaching license. If you have questions regarding your license, please contact Teacher Standards and Practices Commission (TSPC) via phone (503) 378-3586, or via e-mail using their website [www.tspc.state.or.us](http://www.tspc.state.or.us). The Substitute Office does not expedite licenses for substitutes. According to TSPC’s regulations (OAR 584-050-0040), in order for the 120-day grace period to be in effect, you must submit renewal materials to TSPC prior to the expiration date on the face of your license. If you have not completed all the requirements for renewal or the next license type (e.g., have not received test scores), at a minimum, the C-1 application, and renewal fees must be submitted to TSPC prior to the license expiration date in order for the grace period to begin. If you do not submit the C-1 application and renewal fees by your license expiration date, your license becomes inactive and you may not work as an educator. Intentionally working on an expired license is a violation of educator standards and Oregon law.

3. **Licensure Renewal** - PPS will provide PEER forms for all Substitute Educators upon request. Please contact the [hrlicenserenewal@pps.net](mailto:hrlicenserenewal@pps.net) when you are ready for your PEER form to be sent to TSPC. Most licenses require educators to obtain Professional Development Units (PDUs) during the life of their current license in order to renew. Effective December 1, 2020, substitute PDU logs will no longer be verified through ESD and instead will need to be verified directly by TSPC. To determine the number of PDUs required to renew your license, what constitutes as a PDU, or any other details related to the renewal of your license, please refer to TSPC’s website at [www.tspc.state.or.us](http://www.tspc.state.or.us) or contact them by phone (503-378-3586) or email ([contact.tspc@oregon.gov](mailto:contact.tspc@oregon.gov)).

4. **Delays or School Closure Due to Weather** - Media announcements may not be the most reliable source of school closure information. For the most accurate and up-to-date school closure information, go to [http://www.pps.net/](http://www.pps.net/). When there is a delay or closure, the District will update pps.net and PPS Social Media Accounts, as well as send out an all PPS e-mail with the most current and accurate information available. You may also sign-up for text message alerts by texting YES to 68453.
a. Delays – Substitutes scheduled to work when there is a delay in opening school are required to be at work, prepared, and available 15 minutes before the first scheduled class (on the delay bell schedule).

B. Closures – Substitutes and hourly employees that were scheduled to work at a school that closes for the day due to weather or unforeseen circumstances are not paid. Substitutes receiving extended pay will not be paid for the closure dates. If you are still working the same job when the schools re-open, your extended pay will be reinstated.

5. **Report to Office** - Make sure you plan enough time to report to the school office upon your arrival and sign in.

6. **Cell Phone Usage** - Cell phones are not to be used for personal use during class instructional times: this includes texting, e-mailing, playing games, internet/data use, and Bluetooth. Please see the building rules for approved usage while on assignment.

7. **Half-Day Rules** - Substitute Educators should have a clear understanding of whether they are substituting for a whole day or a half-day assignment before accepting jobs. When accepting two half-day jobs, it is your responsibility to ensure you will be able to finish the morning job and reach the afternoon job before the start time. A substitute who works two half-day jobs on the same date will be paid at the full day rate. Two half day assignments equal one full day assignment towards renewal requirements. **If you are unable to work the scheduled time of the assignment, do not accept the assignment.**

8. **Leaving Early** - When accepting an assignment, it is your responsibility to be aware of the end time of the job. You must work the scheduled day you have agreed to accept, as listed in Absence Management. If you are unable to work the scheduled time, do not accept the assignment. The school’s expectation is that you will be able to fulfill the whole assignment once you have accepted.

9. **Arriving Late** - The District expects that you will arrive on time to every assignment you accept. If there is an emergency, please contact the school directly. **If you are accepting a same day job, you must arrive within one hour of accepting it.**

10. **General Substitute List** - Substitutes must be available for any assignment within their teaching license. General List substitutes will be offered assignments before those on the Restricted Substitute List, unless a substitute on the Restricted Substitute List is specifically requested by an educator, in which case an exception will be granted. Article 8 of the PAT/PPS Substitute Educator Agreement also describes Substitute Listings.
11. **Restricted Substitute List** - Substitutes who are retired PPS Educators, have worked for the District for 15 years and retired from PERS, or who renew their application annually and have a substitute hire date prior to January 1, 1995 with no break in service, are eligible for the Restricted Substitute List. Eligible substitutes may limit their assignments to particular subject matters, locations and/or times. They must be available for assignments within those stated limits. Article 8 of the PAT/PPS Substitute Educator Agreement also describes Substitute Listings. *You may only change from the General Substitute List to the Restricted Substitute List once per year.*

12. **Minimum Days Worked (General Substitute List)** - Although substitutes may work in other districts, have commitments, etc., PPS expects substitutes to balance work availability. General Substitute List substitutes who fail to work the contractual minimum of 20 full days per school year when work is available may be removed from the list. Of the 20 required days, at least 5 of those days must be worked from the first day of school through the end of the first semester, and 5 of those days must be worked from the beginning of the second semester through the last day of school. A substitute who does not meet the 5-day minimum in either half of the year may be removed from the list. Two half days equal one full day towards the minimum workday requirement.

13. **Minimum Days Worked (Restricted Substitute List)** - Although substitutes may work in other districts, have commitments, etc., PPS expects substitutes to balance work availability. Restricted Substitute List substitutes who fail to work the contractual minimum of 5 full days per school year when work is available may be removed from the list. Two half days equal one full day towards the minimum workday requirement.

14. **Workday** - For the first 10 consecutive days of an assignment, the workday for full day substitutes shall start fifteen (15) minutes before the student day and end fifteen (15) minutes after the last regular student period, but not less than seven (7) hours. For half-day assignments, substitutes will be called for work at least one-half day at a time. Three hours and forty-five minutes shall constitute one-half day.

15. **Pay** - Substitutes will be paid in either half-day or full day jobs. Beginning on the 11th consecutive day in the same assignment, the workday and schedule for full-day substitutes shall be the same as that of regular educators and the substitute will be paid the extended rate of pay. If at the time of posting, it is known that the assignment will last ten or more consecutive days, it will be posted and paid at the extended rate starting on the first day. The use of sick leave will not be considered a break in consecutive days. (See Articles 9 & 13 of the PAT/PPS Substitute Educator Agreement).
16. **Long-Term vs. Temporary Assignments** – Long-term substitute jobs are those that are 11-60 consecutive days and when working in these assignments, substitutes will be paid the extended rate of pay. Once a job reaches 61 days, the job is then considered a temporary position and the substitute (if has the proper endorsement) will need to be hired into a temporary position. Temporary positions are handled through the HR staffing team and the school will need to work with their appropriate staffer.

*Substitute Educators holding a Restricted Substitute or Emergency Substitute license* are not permitted to work Long-Term or Temporary assignments. The Restricted Substitute and the Emergency Substitute license only permit these Substitute Educators to work a maximum of ten consecutive work days in a single job for a Classroom Educator.

17. **Changes to Personal Information** – The substitute is responsible for updating any personal information with the District. This includes legal name change and address changes. To update your information, you will use PeopleSoft HRMS Employee Self Service: [selfservice.pps.net/](selfservice.pps.net/) (you must be on the District's Wi-Fi to access or to set up Two-Step Authentication to access from home).

18. **Frontline ID** – Portland Public Schools is on Frontline Education’s Insights Platform which has a more secure login (FERPA-compliant), common view and navigation experience. Once activated within Absence Management, you will receive an invitation to create a Frontline ID. If you work for other school districts who are also on the Insights Platform, you will select the “Sign In with your Frontline ID” within the email and enter the Frontline ID account you previously created with the other school District. After creating a Frontline ID, you will access Absence Management to view/accept jobs going forward.

19. **Email** - PPS has provided all Substitute Educators with a District e-mail account. It is imperative that all Substitutes regularly check their PPS email account. All communication from the Substitute Office will be to your official PPS email account. If you are unsure of your e-mail address or login, please contact the IT Service Desk at 503-916-3375. It is necessary to log in to your email account to ensure you receive PPS communications. Your PPS login will be used for accessing district computers, various district technology systems, the Staff Portion of the PPS Website, Employee Self Service, and Pepper. The same login and password are used to login to PPS email and PPS computers.

20. **Substitute Mailboxes** - Every school should have a substitute mailbox available for information from PAT and the district pertaining to substitutes.
21. **Student Assault or Battery on a Unit Member** - Please refer to Article 7, Subsection E.1 of the collective bargaining agreement for rights and responsibilities if you are the victim of a student assault or battery.

22. **School Locations** - The Substitute Office can confirm the address of a school if you are uncertain; however, it is your responsibility to locate the school to which you are assigned. The list of schools and their addresses is available on the Human Resources Substitute webpage. Additional resources available: Absence Management, Google Maps, MapQuest, Thomas Guide, City Map of Portland, etc.

23. **Renewal Process** – In July of each year, if you are eligible to renew for the next school year, you will receive renewal information in which you are responsible for completing renewal requirements by the communicated deadline.

24. **Annual Mandatory Trainings** - The District requires all employees to receive mandatory training at the start of every school year. The Substitute Office will notify all substitutes of when training must be completed in order to remain in compliance.

25. **Break in Service** – If you have a break in service (e.g., failure to renew annually, a resignation, deactivation, or removal due to excessive unavailability), you will have to reapply with the District, which will cause you to have a new seniority date.

26. **Call Times Disclaimer** - Portland Public Schools has specific callout times during which time Absence Management will call you to offer assignments. This ensures we have the greatest probability of filling all available assignments within a reasonable time frame. Any adjustments you make to the callout times will indicate you are not fully available as a substitute with PPS. Limiting your availability to accept calls from our district will be considered a declaration of not accepting work and may be considered a non-work day for the purposes of employment verification.

27. **Board Policies & Administrative Directives** - All PPS Employees are expected to review and comply with PPS Board Policies and Administrative Directives. They can be viewed at https://www.pps.net/policies.
General Information – Absence Management

Accepting and Canceling Jobs - Whenever possible, you should accept the job through Absence Management. Once you have done so, you should write down the confirmation number, date, time, location, regular educator, and any other information pertinent to the assignment. If you need to cancel a job after accepting it, you should do so at the earliest possible opportunity. This can be done by logging into Absence Management and canceling the job or by calling Absence Management and following the prompts to cancel a job. If you are canceling a job within one (1) hour of the start time, you must call the school to let them know you need to cancel and contact the Substitute Office. The system will not let you cancel the job within one hour of the start time.

Educator Requests - If a regular educator asks you to substitute for them, always check Absence Management to make sure that you have been assigned to the job. If you arrive at a school and find a double booking for the job that you have accepted, please contact the Substitute Office. The job will go to the substitute that accepted the job through the Absence Management system.

Absence Management Calling Times - The system will call in the morning only for jobs that day. The system will not leave a message on an answering machine. It will start to call out for future jobs in the afternoon.

<table>
<thead>
<tr>
<th></th>
<th>Current Jobs</th>
<th>Future Jobs</th>
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<tbody>
<tr>
<td>Monday–Thursday</td>
<td>5:30 AM–12:00 PM</td>
<td>4:30 PM–9:00 PM</td>
</tr>
<tr>
<td>Friday</td>
<td>5:30 AM–12:00 PM</td>
<td>No Calls</td>
</tr>
<tr>
<td>Saturday</td>
<td>No Calls</td>
<td>No Calls</td>
</tr>
<tr>
<td>Sunday</td>
<td>No Calls</td>
<td>1:00 PM–9:00 PM</td>
</tr>
<tr>
<td>Holiday</td>
<td>No Calls</td>
<td>1:00 PM–5:00 PM</td>
</tr>
</tbody>
</table>

Late Cancellations - A cancellation is considered late when it is called in less than 12 hours before the job starts. We understand that some late cancellations are unavoidable. However, in order to give the system adequate time to find a replacement for you, cancellations should be made as early as possible. On high call-out days, a late
cancellation increases the odds that a job may go unfilled, placing undue stress on students and faculty.

**Time Off / Unavailability** - If you know you will not be available to work a specific date, please enter in a Non-Work Day in Absence Management. When Absence Management is calling you to offer an assignment on the day of and you indicate you are unavailable, the system will only make you unavailable for that job and you will continue to receive calls. You need to call or log-in to the Absence Management system to say you are unavailable for the whole day to stop the system from calling you. This will alleviate the receipt of multiple calls on your phone and the District believing you are available.

**Emergency Calls** - When emergency needs arise due to a heavy demand for substitutes, all substitutes may be called for any assignment.
Medical Insurance Information

Qualifying for Substitute Educator Insurance
To obtain twelve months of coverage from October 1 through September 30 of the following year, you must work the equivalent of 70 full work days during the preceding school year. If a Substitute Educator accepts an offer to fill a temporary position, days worked in the temporary position shall count towards the qualifying requirement for insurance eligibility.

Enrollment
Eligible Substitute Educators will receive enrollment forms and information mailed to their homes by the Trust Office on or before September 15 for coverage beginning October 1.

Rates
Rates are subject to change annually. Please call the Trust office at (503) 238-6961 for current rates and benefit plan options, or go to https://sdtrust.com/enroll_what_are_my_options.php#pat_substitute to view the current rates and plans.

Frequently Asked Questions and Comments:
I am covered under sub insurance currently, but haven’t worked enough days to continue coverage for the new school year. Do I have another option for coverage?
Contact the Trust Office at 503-238-6961 to obtain information for self-pay insurance beginning October 1.

I am now a temporary educator and have been enrolled in substitute insurance, what happens to my benefits?
When you become a temporary educator, you may not remain on substitute insurance once you are eligible for active educator insurance. You must enroll online via the PeopleSoft Employee Self Service portal (https://selfservice.pps.net) within 31-days of the change in your status. Once eligible, you will receive an email from PPS Benefits inviting you to enroll and how to go about doing that. For instructions on how to enroll, please visit the Benefits webpage at http://www.pps.net/Page/7324. When the temporary assignment is complete, you may re-enroll in Substitute Insurance for the remainder of the 12 months. Please call the Trust Office at 503-238-6961 for assistance in transitioning back to Substitute Insurance.
Personal Injury Benefits and Property Loss

1. Any case of assault upon a substitute while acting within the scope of their duties shall be promptly reported in writing to the building administrator who shall forward a copy to the appropriate Central Office Administrator for investigation and resolution.

2. The District shall reimburse substitutes for loss or destruction of personal property, excluding vehicles, under the following circumstances:
   a. When the loss is a result of any assault on the substitute’s person suffered during the course of employment.
   b. When the substitute has exercised reasonable care to protect their personal property.
   c. When use of personal property for instructional purposes has been approved in writing by the building administrator and the substitute has exercised reasonable care to protect such property.

Reimbursement shall be at replacement cost (not to exceed actual cost) less any insurance or worker’s compensation reimbursement. Reimbursement shall not be made for losses of less than five dollars ($5.00) or that portion in excess of four hundred dollars ($400.00) and shall not be made when carelessness or negligence on the part of the substitute was evident.

The substitute shall cooperate and support the District in its investigation and resolution of any reported loss. The District will provide assistance in attempting to investigate and/or reclaim other stolen or damaged personal property including automobiles.

Source: PPS/PAT Substitute Educators Agreement 2021-2024/Article 6F
Substitute Educator Sick Leave Policy for Portland Public Schools

Substitute Educator Sick Leave Policy and Substitute Educator Sick Leave Request Form.

Eligibility

The District provides substitute educators with sick leave in accordance with the Oregon Paid Sick Leave Law, the Oregon Bureau of Labor and Industries’ administrative rules, ORS 332.507 and the substitute educator bargaining agreement with PAT. Sick leave use runs concurrently with Oregon Family Medical Leave, federal Family and Medical Leave and other leave where allowed by law.

Accrual

Substitute educators accrue paid sick leave at a rate of one (1) day per seventeen and seven tenths (17.7) days paid. Substitute educators begin accruing paid sick leave at the outset of their employment with the District. There is no limit on the amount of sick leave substitute educators may accrue.

Transfer

A substitute educator who has accumulated sick leave during employment in another Oregon school district shall be entitled to transfer any accumulated sick leave from such district upon proper verification, but only if the Substitute educator agrees to substitute only for Portland Public Schools. The transfer of sick leave accumulated with another Oregon district shall be effective when the substitute educator has completed the equivalent of thirty (30) work days in the District. The District will provide notice to the other school district upon the transfer of sick leave balances. A substitute educator may transfer up to 75 days of sick leave accumulated in another district. A substitute educator may use up to ten (10) days of transferred sick leave days per year in addition to any District-accrued sick leave.

Use

Substitute educators may use District-earned sick leave as it accrues, except that newly-hired Substitute educators may use District-earned sick leave beginning on their 31st calendar day of employment. Sick leave may only be used on days when the substitute educator has a bona fide intention of working for the District. Substitute educators will not accept a full or half-day assignment which conflicts with a known need to use sick leave such as an already scheduled medical or dental appointment.

Substitute educators may not work for another school district while using District sick
leave, and may not work for the District while using sick leave with another school district.

Substitute educators may use sick leave in full or half day increments for the following reasons:

1. For the diagnosis, care or treatment of the employee, or the employee’s covered family member, for mental or physical illness, injury or health condition and includes preventative medical care such as prenatal visits and routine medical and dental visits;

   • “Family member” means the eligible employee's spouse, domestic partner, children, parents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren, stepparents, stepchildren, stepsiblings or other persons who regularly live in the professional educator's home

2. If the employee, or the employee's minor child or dependent, is a victim of domestic violence, harassment, sexual assault or stalking as defined by Oregon law (ORS 659A.272) and requires leave for any of the purposes in that law;

3. If the employee's place of business is closed, or the employee's child's school or place of care is closed, by order of a public official due to a public health emergency;

4. To care for a covered family member whose presence in the community would jeopardize the health of others, as determined by a lawful public health official or a licensed health care provider who is primarily responsible for providing health care to the family member;

5. If the District is required by law to exclude the employee from work for health reasons; or

6. For any purpose allowed by the Oregon Family Leave Act, including bereavement.

Payment

Substitute educators using sick leave pursuant to this policy will be paid for sick leave at the base rate of pay the substitute educator would have earned during the leave including the extended rate if applicable. Substitute educators will not be paid for lost extended hours or overtime opportunities unless specifically required by the substitute position. Substitute educator use of paid sick leave is considered paid time, and shall be considered time worked by the District. Generally, sick leave pay will be included in the paycheck for the next payroll period after sick leave is used, provided the substitute educator submits adequate documentation verifying that the absence was for a qualifying reason whenever required by this policy. Substitute educators will receive a
report of sick leave available and used on their paystubs.

Employee Notice

Substitute educators must request to use sick leave via the Substitute Educator Sick Leave Request Form. Substitute educators may not accept a job in Absence Management of less than five consecutive workdays that conflicts with a known need to use sick leave such as an already scheduled medical or dental appointment. For purposes of this section only, having scheduled medical or dental appointments does not indicate that a substitute educator does not have a bona fide intention to work, if the appointment can only be scheduled during normal school hours.

Foreseeable Leave

Sick Leave Requests for foreseeable, planned absences should be submitted 10 calendar days prior to the date the sick leave will begin, or as soon as practicable. If a substitute educator has already been assigned to a job in Absence Management when the need to use foreseeable sick leave arises, the substitute educator must also remove themselves from the assigned job in Absence Management at the time of the request. Substitute educators must make a reasonable effort to schedule foreseeable sick leave in a manner that is not unduly disruptive to the District. Substitute educators must inform the Substitute Office of any change in the expected duration of sick leave as soon as is practicable.

Unforeseeable Leave

When a substitute educator must use sick leave for an unforeseeable reason on a day that the substitute educator had a bona fide intention of working but had not yet been assigned to a job in absence management, the substitute educator must submit the substitute educator Sick Leave Request Form prior to 11:59 pm on the day the sick leave use commences, or as soon as practicable.

If a substitute educator has already been assigned to a job in Absence Management when the need to use unforeseeable sick leave arises, they must also remove themself from the assigned job in Absence Management at least 2 hours prior to the start time of the assignment or as soon as practicable. If the substitute educator is unable to cancel the job in Absence Management, email or call the Substitute Office.

The District may discipline a substitute educator for failing to provide proper notice, for failing to make a reasonable effort to schedule leave in a manner that is not unduly disruptive to the business and operations, or for sick leave abuse.
Sick Leave Documentation

If a substitute educator takes more than five (5) consecutively scheduled workdays as sick leave, the District may require reasonable documentation showing that the substitute was absent for an approved reason. Reasonable documentation includes documentation signed by a healthcare provider, or documentation for victims of domestic violence, harassment, sexual assault or stalking. If the District suspects sick leave abuse, including but not limited to repeated use of unscheduled sick leave on or adjacent to weekends, holidays, and paydays, or in a manner that suggests the substitute did not have a bona-fide intention of working, the District may require reasonable documentation on a more frequent basis. If a substitute educator fails to provide the required documentation, the District may withhold pay for the sick leave used until the substitute provides the required documentation.

PPS agrees to comply with any bargaining obligations owed before making changes to this policy, including giving notice and the opportunity to bargain before making changes to any mandatory subject of bargaining or permissive subject with mandatory impacts.

If you have questions, please email ppssub@pps.net.
Oregon Public Services Retirement Plan (PERS/OPSRP)

Your hours as a substitute will be reported to PERS/OPSRP as four hours for each half-day or eight hours for each full day worked.

More information is available by calling 503-598-7377 or going to http://www.oregon.gov/PERS/.

If you are currently a PERS Tier I or Tier II employee when beginning work at PPS, please inform PPS Payroll at (503) 916-3302, as soon as possible after beginning employment.

Substitute Educator Time Report & Payroll Information

<table>
<thead>
<tr>
<th>Payroll Cutoff Dates for 2022-2022</th>
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<tbody>
<tr>
<td><strong>Note: this information is subject to change</strong></td>
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<table>
<thead>
<tr>
<th>Payroll Period</th>
<th>Pay Date</th>
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<tbody>
<tr>
<td>07/16/22 – 08/15/22</td>
<td>08/31/22</td>
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<tr>
<td>08/16/22 – 09/15/22</td>
<td>09/30/22</td>
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<td>11/16/22 – 12/15/22</td>
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<td>12/16/22 – 01/15/23</td>
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<td>01/16/23 – 02/15/23</td>
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<td>05/16/23 – 06/15/23</td>
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<td>06/16/23 – 07/15/23</td>
<td>07/31/22</td>
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### 2022-2023 Substitute Educator Salary Schedule

<table>
<thead>
<tr>
<th></th>
<th>Rate</th>
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<tbody>
<tr>
<td>Full Day</td>
<td>$231.01</td>
</tr>
<tr>
<td>Half Day</td>
<td>$116.51</td>
</tr>
<tr>
<td>Extended rate (full day)</td>
<td>$260.52</td>
</tr>
<tr>
<td>Extended rate (half day)</td>
<td>$130.26</td>
</tr>
</tbody>
</table>

**Half Day** = 3 hours and 45 minutes or less  
**Full Day** = 3 hours and 46 minutes or more  

**Extended rate** = Earned after working 10 consecutive days in the same job (beginning on day 11). If at the time of posting, it is known that the assignment will last more than ten days, it will be posted and paid at the extended rate starting on the first day.
Substitute Discipline

Allegations (Article 6, Section E)

1. The Human Resources Department or Site Administrator must notify a substitute of any allegation against them that may lead to discipline within fifteen (15) days following receipt of the allegation. No allegation received by Human Resources more than six months beyond the incident which gave rise to the allegation will lead to discipline unless the incident is of a nature that termination (level 4) is the required form of discipline. Allegations shall not be placed in the personnel file unless they result in a Letter of Expectation and/or disciplinary action.

2. A supervisor, a site administrator, or Human Resources may choose to meet directly with the substitute to discuss an incident and advise the substitute how to handle similar situations in the future. If an incident is handled in this way, it is not considered discipline.

For additional information on complaints, see Article 6, Section E of the PPA/PAT Collective Bargaining Agreement.

Employee Discipline (Article 6, Section F)

1. Supervisors and HR are encouraged to seek and impose the lowest appropriate form of response (disciplinary or non-disciplinary).

2. A written reprimand is a written form of discipline for actions by a substitute that clearly violate the District's rules or policies and where the substitute knew or should have known would lead to discipline. A written reprimand shall contain the exact rule violated by the substitute and summarize the evidence that supports the accusation. A supervisor must notify Human Resources prior to issuing any written reprimand.

3. A building restriction is a form of discipline. A building restriction is a period of time in which a substitute may not work at a particular building. The length of a building restriction shall depend on the circumstances but shall not be greater than ten school months from the date of original issue.

For additional information on complaints, see Article 6, Section F of the PPA/PAT Collective Bargaining Agreement.

Progressive Discipline (Article 6, Section G)
Progressive discipline under the PPS/PAT Collective Bargaining Agreement is a four-step process. For additional information on complaints, see Article 6, Section G of the PPA/PAT Collective Bargaining Agreement.
Your Day as a Substitute Educator

1. Arrive on time in accordance with the schedule listed in Absence Management.

2. **Report and sign in at the main office upon arrival.**

3. Receive instructions and materials, including classroom keys that have been left for you. If no instructions are provided, please inquire with the Office Staff or Administration.

4. If technology is required, and not visibly present in the classroom, please reach out to the school office.

5. Get the Building Substitute Folder from school staff with a bell schedule, school map, emergency procedures, school discipline plan, and any special activities for the day.

6. Maintain confidentiality with all student records and information.

7. Maintain the same professional and ethical standards as the classroom educator when dealing with students, parents, and school staff.

8. Review and follow the lesson plans furnished by the regular educator (within the substitute workday defined in Article 8 of the Substitute Educators’ Agreement) including, but not limited to, the following:
   a. Start class promptly after the bell.
   b. Be prepared in advance for emergencies by having plans for alternative activities.

9. Assume the duties of the regular educator (within the substitute workday defined in Article 9 of the Substitute Educator’s Agreement), which include, but are not limited to:
   a. Secure materials and equipment necessary to complete the lesson plans.
   b. Perform additional supervision responsibilities.
   c. Maintain good housekeeping.
   d. Grade, if needed.
   e. Perform other duties as may be directed, i.e., recess, lunch, or bus duties.

10. Keep the atmosphere of the room as normal as possible by following the regularly scheduled activities and teaching plan. Encourage the students to leave the room in an orderly condition at the end of the day.

11. Remain alert and engaged while with students.
12. If a problem occurs that you are unable to manage, contact the principal or designee immediately for assistance. Notify the school administrator immediately should an accident, illness, or discipline problem occur.

13. If in doubt about anything – **ASK THE SCHOOL OFFICE!**

14. Write the regular educator a note explaining the day’s events.
   a. Identify helpful students.
   b. Identify both completed and not completed assignments/lesson plans.
   c. Identify students(s) who become ill or hurt.

15. Stay the duration of your assignment as shown in Absence Management.

16. **Checkout at the main office**, returning any building folders, keys, and/or access badge (even if returning to substitute in the same class the next day).
Tips for Getting More Jobs

1. Create business cards with your information (name, phone number, & endorsement areas) and leave them at schools and with regular educators for whom you have subbed, as well as at schools you want to sub at in general.

2. Leave a note for the regular educator about what happened during the day and include your contact information. This will allow them to follow up with questions and also request you in the future.

3. Build relationships with schools and regular educators closest to your home.

4. Be flexible and willing to pitch in or take a last-minute assignment.

5. Consider obtaining an endorsement on your teaching license. “Substitute Only” licenses do not make you qualified to teach in any subject matter. The automated system calls substitutes that are qualified in each endorsement area before it calls substitutes who are not licensed appropriately but are willing to teach in the subject area.

6. Review the school website to get to know: staff member names, the mission Statement, the Student Conduct and Discipline Policy, and student handbooks. Being familiar with the important aspects of the schools can help you succeed and connect with the staff and school community.

Tips for Success

Substitute Educators have a responsibility to conduct themselves in a professional manner at all times when carrying out their duties.

1. **Confidentiality** – Substitute Educators must treat student information confidentially. Student behavior, performance, and achievement levels should not be the subject of general conversation and should not be discussed outside of the school setting. When working with special needs students, substitutes should exercise an even greater degree of caution.

2. **Substitute/Student Relationship** – Substitute Educators should exercise extreme caution and good judgment in verbal and physical relationships with students. Substitutes should establish a position of authority with the students; they may “be friendly” without “befriending” the students. Substitute Educators should not search students’ personal belongings. Berating students, calling students derogatory names, and using insults or other threatening verbal attacks is not acceptable practice.
3. **Firm, Fair, and Consistent** – Most literature on Substitute teaching indicates that to be successful in their treatment of students, the substitute needs to treat students in a firm, fair, and consistent manner. The substitute must be impartial when dealing with student behavior or performance.

4. **Ethical Educator** – TSPC standards state, “The ethical educator is a person who accepts the requirements of membership in the teaching profession and acts at all times in ethical ways. In so doing the ethical educator considers the needs of the students, the district, and the profession.” The Ethical Educator will also “Maintain an appropriate professional student-teacher relationship by: (A) Not demonstrating or expressing professionally inappropriate interest in a student's personal life; (B) Not accepting or giving or exchanging romantic or overly personal gifts or notes with a student; (C) Reporting to the educator's supervisor if the educator has reason to believe a student is or may be becoming romantically attached to the educator; and (D) Honoring appropriate adult boundaries with students in conduct and conversations at all times.”

5. **Discipline** – The discipline policy and procedures for the school district and each school should be followed. If the regular classroom educator does not leave a copy of the discipline policy and/or procedures, check with the office for a copy or find a copy of the School Climate Handbook on the school’s webpage.

6. **Other Duties as Assigned** – The Substitute Educator shall assume the duties and schedule of the regular educator within the substitute workday. Occasionally, a substitute may be asked to teach in a classroom other than the one agreed upon through Absence Management, such as covering for another unfilled absence during the prep period of the assignment you accepted. If, however, a substitute feels unprepared to take on an assignment different than the one agreed upon through Absence Management, the substitute may refuse the assignment. In that case, the substitute should notify the building administrator. If you need additional assistance, contact the substitute office.

7. **Unattended Classroom** – As a general rule, for student safety, a substitute should never leave the classroom unattended. For example, if a student runs out of the room, the substitute should not chase the student. Contact the office immediately for assistance and they will handle the situation. If the substitute needs to leave the classroom, a nearby educator should be notified so that the classroom will be supervised.

8. **Leaving the Campus** – The care and supervision of the students assigned to the substitute should be of paramount importance. At no time during the day other than during free lunch should the Substitute leave campus unless authorized to do so. Substitute Educators should check out through the school office before leaving at the end of the school day.
9. **At the End of the Day** – After students have been dismissed for the day or placed safely on the correct school bus, the room should be checked to ensure that it is restored to the way the substitute found it. Books, supplies, and instructional materials should be returned, desks placed in their original positions, etc. Any keys issued need to be returned to the school office. If you inadvertently remove the keys from the building, they must be returned as soon as possible to the school office. Successful substitutes will take a few minutes to leave a detailed note for the regular educator.

10. **Transporting Students** - Reasonable care requires that field trips be planned and conducted in a manner so that students will not be exposed to situations inherently dangerous and that activities will be avoided in which it is reasonably foreseeable that an accident or injury may occur. *The School Administrator’s approval is required.*

**PPS Website and Other Resources**

- **PeopleSoft – Employee Self Service:**
  - Website: [selfservice.pps.net](http://selfservice.pps.net)
  - View W-2s and Pay Stubs.
  - Change Legal Name, Address, W-4, and Direct Deposit Information

- **G Suite for Education:**
  - Website: [https://www.pps.net/googledomain](https://www.pps.net/googledomain)
  - Login: use the same PPS password as you would for your e-mail.

- **Pepper:**
  - Website: [pepper.pps.net](http://pepper.pps.net)
  - Online Learning Management System where substitutes may access trainings (including mandatory trainings).

- **Substitute Page on PPS Website:**
  - Website: [http://www.pps.net/Page/1683](http://www.pps.net/Page/1683)
  - View Site Report Form, Union Contract, Teaching Resources, FAQ

- **Staff Portion of PPS Website:**
  - Website: pps.net
  - Click Staff and use your PPS login.
  - Most Used Links: has links to everything you need.
Online Resources
The following website has online resources that Substitute Educators can utilize for sample lesson plans, classroom management strategies, etc.

Teaching Resources for Substitute Educators

School Wide Practices and Expectations
These can be found in the Substitute Educator binder and on the school website

1. School-wide expectation and acknowledgement systems:
2. School-wide Discipline Flowchart

Classroom Practices

Classroom practices and behavior management are interconnected. Behavior management refers to educator activities designed to promote positive behaviors in students. The objective of behavior management is to prevent disruptive behaviors and to promote positive social behaviors. Classroom practices refers to all of the things teachers do to organize students, space, time, and materials to maximize effective teaching and student learning. (Wong & Wong, 1998)

Behavior and classroom management begins with having expectations for the student, the learning environment, instruction, and procedures. Your ability to effectively manage the classroom environment and student behavior is essential for student learning and participation. Examples and explanations of each of these expectations are:

1. **Classroom Expectations**: the rules that are used to help the students remain focused; they are the standards that guide student behavior. It is imperative for the Substitute Educator to uphold these standards or classroom expectations.

2. **Instructional Expectations**: the tasks and assignments that the students need to complete according to the lesson plans.

3. **Procedural Expectations**: the methods and ways the student must complete the tasks and assignments.
Here are some examples of behavior management strategies that can be used in the classroom:

- Set limits for behavior by telling students your expectations for your classroom. These should be the same or very similar to the teacher’s expectations and may include: bathroom procedures, cell phone use, or seating.
- Practice intentional ignoring of behaviors that might increase if given attention.
- Develop an attention getting signal to gain whole class student focus.
- Reinforce students’ appropriate behavior with intentional praise or motivators, such as stickers or the classroom or school-wide acknowledgement system.
- Provide students with breaks from work when they appear frustrated or anxious. Set clear break limits (i.e. brain break corner for 6 minutes.)
- Redirect off task students back to task by offering to help, discussing the assignment, or complimenting the student’s accomplishment on the completed part of the task.
- Always treat students with respect.
- Always have the student’s best interests in mind.
- Seek solutions, not blame.
- Model respectful behavior.
- Use the least intrusive intervention possible.
- Make a connection with the students through introductions and expectations. Invite them to correct your pronunciation of their names or their pronouns.
- Instill hope for success.
- Never display behavior that is disrespectful, illegal, immoral, ineffective, and/or bad for health/safety.
- Resist becoming frustrated with students, and continue to believe in their ability to succeed.
- Model the behaviors you want your students to engage in.
- Make your initial contact with each student a positive one.

Use these strategies to improve your classroom management:

- Circulate through the room. Physical proximity to students can deter inappropriate behavior before it starts.
- Allow room for student questions and comments.
- Use friendly language, including please and thank you.
- Address students by their names whenever possible.
- Follow the Classroom Educator lesson plans.
- Post a schedule or agenda. Make sure your students know what to do in the classroom.
- Use positive praise. Tell students you appreciate their efforts and class contributions.
- Have backup activities in the event of limited lesson plans or unused lesson time.
- Know the class procedures for student tardiness, bathroom breaks, and lack of ready-to-use supplies.
- Have something for students to do when they complete assignments early.
- Use cooperative learning strategies.
- Catch students being good and reinforce that behavior.

**Sample Substitute Bag**

Substitute Educators often choose to create a “Substitute Bag”, which includes supplies, activities, and personal items that the substitute educator can prepare in advance. Keep your bag packed and ready at all times and you will be ready for any job at a moment's notice. Below are examples of items that you may want to include. Be creative!

<table>
<thead>
<tr>
<th><strong>Classroom Supplies</strong></th>
<th><strong>Rewards/Motivators</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>- Markers, crayons or colored pencils</td>
<td>- Tickets (this should be based on the school’s specific incentive practice)</td>
</tr>
<tr>
<td>- Pens, Pencils / pencil sharpener</td>
<td>- Stickers</td>
</tr>
<tr>
<td>- Tape, Glue Sticks</td>
<td>- Prize Box</td>
</tr>
<tr>
<td>- Scissors, Ruler</td>
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<tr>
<td>- Paper clips, staples, a small stapler</td>
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<tr>
<td>- Post-it Notes, File Folders</td>
<td></td>
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<tr>
<td>- Paper – lined and blank</td>
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</tr>
<tr>
<td>- Dry/Wet erase markers</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Activity Materials</strong></th>
<th><strong>Personal/Professional</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>- Back up Lesson Plans</td>
<td>- Clipboard</td>
</tr>
<tr>
<td>- Filler Activities</td>
<td>- Substitute Educator Report</td>
</tr>
<tr>
<td>- Books (Story &amp; Activity)</td>
<td>- Water Bottle</td>
</tr>
<tr>
<td></td>
<td>- Whistle</td>
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<tr>
<td></td>
<td>- Snack</td>
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<tr>
<td></td>
<td>- Lunch</td>
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</tbody>
</table>
**Child Abuse Reporting**

All school employees are mandated by law to report ALL suspected child abuse or neglect including sexual misconduct. School district employees are 24-hour, 7 days a week mandated reporters; this means you must report any suspected child abuse of which you are aware, regardless of whether it occurs during work hours. It is the independent responsibility of each employee to make certain that child abuse gets reported. It is preferable that the employee and the principal report together, completing a child abuse reporting form as the report is made. Employees who choose to make the report independently must notify the principal and/or principal designee immediately, to ensure the school office is ready to receive case workers and/or law enforcement officers. In the rare case of a principal or their designee making a report for an employee, they will notify the employee that the report was made and document that information in writing. The employee should check back with the principal or designee if they does not hear from them in a timely manner that the report has been made. If the employee does not hear back from the principal or principal's designee by the end of the school day, the employee must make the report directly to the Child Abuse and Neglect Hotline. In all cases, a reporting form must be completed and filed with the principal's office immediately. Employees are required to report suspected abuse by a PPS employee, as well as other abuse reports. Under no circumstances should any school employee contact the parents of a child, about whom a report of child abuse has been made, regarding that report.

The Child Protective Services Hotline is 503-731-3100. All employees must complete the Child Abuse and Sexual Conduct Reporting classes every year. For more information, see the Child Abuse and Sexual conduct Reporting webpage, [http://www.pps.net/Page/1957](http://www.pps.net/Page/1957).

**First Aid, Safety, and Confidentiality**

Follow the normal school procedures when handling emergencies. You should not send a seriously injured student to the office alone; contact the office for assistance.

As a substitute you are responsible for the safety of the students’ learning environment. You should not put students in a dangerous situation. Always use caution and due care.

Students’ should never be released or be allowed to leave the school without express consent from the office.

State and federal law prohibits the release or disclosure of confidential information about students. Having a casual conversation that includes confidential information about a student (especially medical or learning disability and/or behavior) is prohibited.
See the Substitute Folder provided by the school office for emergency numbers and specific school safety procedures and resources.

All accidents in which injury occurs must be reported on the appropriate accident report form. See the building administrator to obtain and submit such a form.

Illness of Students

Substitutes should not dispense medication of any kind (over the counter or prescription) to a student. Students should be sent to the office or health office. The office or health office will have written documentations containing information about administering medications to the student. NO MEDICATION SHOULD BE DISPENSED IN THE CLASSROOM!!

If a student is required to take medication while attending school, the parent may request the school nurse or clinic aide to assume the responsibility of dispensing the medication to the child at the scheduled time. All such requests should be reviewed with the school nurse before they are honored. This service may be given only upon written request by the attending physician stating dosage, type of medication, possible side effects, and how it is to be administered. Whenever possible, parents are requested to administer medication at home.

Disabilities and Special Education

In compliance with the Individual with Disabilities Education Act (IDEA), there will be students with mild, moderate, and/or severe disabilities in general education classrooms for varying times during the school day. The IDEA requires that all students with disabilities be served in the least restrictive environment. This means that students with disabilities should when possible be educated in general education classes with their peers. Students with disabilities will have either an IEP or 504 Plan. These plans are designed to provide structure for the students' learning.

The IEP is an individual educational plan for students with special educational needs. This plan is written in collaboration with the general education and special education educators at the school. The plan contains the services to be given to the student, and the students' learning goals and objectives for a specific time period. The 504 Plan provides classroom accommodations for students.

Substitute Educators are required to follow the information that is outlined in the regular classroom educator's lesson plans regarding IEP or 504 Plan. Please review all the materials the classroom educator has left for you to identify any IEP or 504 Plan information. Following the directions and information provided in the lesson plan will
help the student with continuity and keep behavior issues at a minimum. In a classroom where there is an educational assistant or a second classroom educator, the Substitute Educator is responsible for the duties of the regular educator whom they are subbing for.
Absence Management User License Agreement

THIS AESOP / ABSENCE MANAGEMENT® USER LICENSE AGREEMENT ("Agreement") is made for the benefit of FRONTLINE PLACEMENT TECHNOLOGIES, INC., a Pennsylvania business corporation ("Frontline"), by YOU, the person who indicates your acceptance of the terms of this Agreement by indicating your agreement to the terms and conditions of this Agreement when prompted ("User").

RECITALS
WHEREAS, Frontline provides its clients with a subscription to its proprietary product, Aesop / Absence Management®, which allows its clients to access Aesop / Absence Management® for the purpose of automating substitute employee placement;

WHEREAS, a customer of Frontline (the “Customer”) has registered User with Frontline as a “Designated Employee,” which designation permits User to seek temporary employment with Customer as a substitute employee by logging into Aesop / Absence Management® and checking for substitute employment opportunities from time to time;

WHEREAS, Frontline is concerned about protecting Aesop / Absence Management® from misuse or damage by any Designated Employees, which would have a detrimental effect upon Frontline’s clients and clients' Designated Employees;

WHEREAS, User desires to seek temporary employment with Customer as a substitute employee by logging into Aesop / Absence Management® and checking for substitute employment opportunities from time to time; and

NOW, THEREFORE, in consideration of Frontline permitting User to seek temporary employment with Customer as a substitute employee by logging into Aesop / Absence Management® and checking for substitute employment opportunities from time to time; and intending to be legally bound hereby, User hereby declares, promises and agrees with Frontline as follows:

AGREEMENT

1. Ownership of Aesop / Absence Management®. User acknowledges that Frontline is sole owner of the proprietary product, Aesop / Absence Management®, including, without limitation, all right, title and interest in Aesop / Absence Management® and intellectual property rights associated with Aesop / Absence Management®; that nothing contained herein shall be construed to give User any ownership rights in Aesop / Absence Management®; and that no other rights or licenses are granted or implied to User, except as expressly set forth herein.

2. Revocable License. User, strictly upon the terms and conditions contained herein, hereby accepts a non-transferable, non-exclusive, revocable license ("License") from Frontline to use Aesop / Absence Management® for the sole
purpose of logging in to view substitute employment opportunities with Customer from time to time and indicate User's willingness and availability to accept substitute employment for a certain date or dates for Customer; subject, however, to Customer's sole discretion to accept or reject User's indication of User's willingness and availability to accept such employment.

3. Revocable License Conditions. Frontline's grant of the License to User as set forth herein is to be subject to User's full compliance with the following conditions:

   1. User shall not employ any type of software, hardware, "bots" or any devices or methods of any kind which operate (on behalf of User) to automatically accept jobs within Aesop / Absence Management®.

   2. User shall not publish, display or distribute "screenshots" (screen snapshots) of Aesop / Absence Management®.

   3. User shall not attempt to circumvent or aid others in the circumvention of any security measures that are a part of Aesop / Absence Management®; including, but not limited to, those mechanisms (like Captcha™ and Recaptcha™) which seek to establish the presence of User at their computer at the time of job acceptance.

4. Termination. User's License shall terminate automatically and without notice if Customer is no longer a duly authorized subscriber to Aesop / Absence Management® for any reason. Notwithstanding anything contained or construed in this Agreement to the contrary, Frontline shall have the right, in its sole and unfettered discretion, to terminate User's License with or without cause, for any reason or no reason, at any time and without notice.

5. Release. User, User's heirs, personal representatives, executors, administrators, successors and assigns (collectively, "Releasors") hereby unconditionally release, remise and forever discharge Frontline and Customer, together with their principals, directors, officers, employees, attorneys, agents, representatives, affiliates, successors, and assigns (individually and collectively, the “Releasees”), of and from any and all debts, obligations, demands, proceedings, agreements, contracts, judgments, damages, accounts, reckonings, executions, claims and liabilities whatsoever of every name and nature, whether known or unknown, contingent or unliquidated, at law or at equity, in contract, tort, or otherwise, if any, which the Releasors, or any of them, ever had, now have, claim to have had, now claim to have or hereinafter can, shall or may claim to have against the Releasees, or any of them, for or by reason of any cause, matter or thing whatsoever, arising from any and all claims or causes of action that the Releasors have had, have, or may
have relating to, resulting from, arising from, or incidental to the License and User’s use of Aesop / Absence Management®.

6. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

7. Governing Law. This Agreement is made pursuant to, and shall be construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania without giving effect to otherwise applicable principles of conflicts of law. Any action or counterclaim hereon shall be commenced or asserted, as the case may be, only in the Court of Common Pleas of Berks County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania. All parties hereto consent to the jurisdiction of such courts and waive any objection based on forum non conveniens.

8. Headings. The section headings of this Agreement are for convenience only, form no part of this Agreement and shall not affect its interpretation.