

PORTLAND PUBLIC SCHOOLS



Substitute Secretary Handbook

2019-2020

501 N. DIXON STREET
PORTLAND, OR 97227
Phone: (503) 916-3330

Table of Contents

Welcome!	2
Equal Opportunity Employer	2
General Information	4
Pre-employment	4
Delays or School Closure due to Weather	4
Cell Phone Usage	4
Half-Day Rules.....	4
Leaving Early.....	4
Arriving Late.....	4
Minimum Days Worked	4
Changes to Personal Information	4
Frontline ID.....	4
Renewal Process	5
Child Abuse Prevention & Sexual Conduct Training	5
Medication Administration Training.....	5
Break in Service	5
Call Times Disclaimer	5
Moving Secretaries to a New Location.....	5
Scheduled Term/Recess Periods.....	5
PPS E-mail	5
General Information – Absence Management (formerly Aesop).....	6
Accepting and Canceling Jobs.....	6
Secretary Requests	6
Absence Management Calling Times.....	6
Late Cancellations	6
Unavailability.....	6
Emergency Calls.....	6
Your Day as a Substitute Secretary	7
Tips for Success.....	7
Use of a Private Vehicle	7
Oregon Public Services Retirement Plan (PERS/OPSRP)	8
Substitute Secretary Time Report & Payroll Information	9
Substitute Office Helpful Facts.....	10
Absence Management Login Information	10
How Substitutes are Paid.....	10
Confirmation Numbers.....	111
Access to Synergy and Absence Management	111
Substitute Secretary Sick Leave Guidelines and Procedures for Portland Public Schools	12
Absence Management User License Agreement	13



PORTLAND PUBLIC SCHOOLS

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Mailing Address: P.O. Box 3107 / Portland, Oregon
97208-3107
Telephone: (503) 916-3181 - FAX: (503) 916-3160

DEPARTMENT OF HUMAN RESOURCES

Welcome!

Dear Substitute Secretary:

Welcome to the Portland Public Schools. As a member of the Substitute Secretary staff you are a vital part of our school system. Your administrative support is key to the continued success of all our students and staff. It takes a special person to be able to manage the school office in the absence of the building secretary. We appreciate your commitment to our District and our children.

This handbook, along with assistance from school principals and secretaries, will enable you to assist us in meeting the educational needs of our students.

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, and we hope that your experience with Portland Public Schools is enjoyable. 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.

Important Contact Information

Portland Public Schools District Office.....	503-916-2000
Human Resources	503-916-3544
Payroll.....	503-916-3302
IT Help Desk	503-916-3375
Special Education	503-916-3152
Budget	503-916-3295
Civic Use of Building	503-916-3268
Enrollment and Transfer Center	503-916-3205
Finance	503-916-3363
Mail/Pony Service	503-916-2000 x 4202
Nutrition Services	503-916-3399
Security Services	503-916-3000
Superintendent's Office.....	503-916-3200
Transportation Services	503-916-6901
Workers Compensation/Risk Management.....	503-916-3204
Parent Teacher Association – PTA – Portland Council.....	503-788-0857
Portland Assoc. of Teachers – PAT.....	503-233-5018
Portland Federation of Teachers & Classified Employees – PFTCE	503-236-3694
Portland Public Schools Website	www.pps.net
Absence Management (formerly Aesop).....	800-942-3767
(Substitute Employee Management System) Automated Calling System	Available 24 hours a day)
Absence Management	app.frontlineeducation.com
Substitute Office Help Desk	503-916-3330

Substitute Office Hours of Operation 7:00AM – 4:00PM

Open Phone Hours

7:00 AM - 9:00 AM

11:00 AM - 12:00 PM

3:00 PM - 4:00 PM

Substitute Office Staff

Nicole Enyeart	nenyeart@pps.net	Sr. Manager HRIS & Substitute Office	503-916-3064
Amanda Christenson	ppssub@pps.net	HR Associate II – Substitute Office	503-916-3330
Te'ana Conley	ppssub@pps.net	HR Associate I – Substitute Office	503-916-3330

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; sexual conduct verification (HB2062); and professional references.
2. **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/>. When there is a delay or closure, the District will update the website and the PPS Social Media Accounts, as well as sends 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 classes (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.
3. **Cell Phone Usage:** Cell phones are not to be used for personal use during your time in the office: this includes texting, e-mailing, playing games, internet/data use, and blue tooth. Please follow the building rules while on assignment for approved usage and only use your personal phone during designated break times.
4. **Half-Day Rules:** Substitutes 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 the substitute's responsibility to ensure they will be able to finish the morning job and to reach the afternoon job before the start time.
5. **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.
6. **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.
7. **Minimum Days Worked:** Although substitutes may work in other districts, have commitments, etc., this District expects a balancing of work availability. Substitute Secretaries who fail to work the minimum of 20 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.
8. **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/ (you must be on the District's Wi-Fi to access or have set up Two-Step Authentication to access from home)

9. **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 need to 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.
10. **Renewal Process:** In July of each year, if you are eligible to renew for the next school year, you will receive renewal information to your PPS email.
11. **Child Abuse Prevention & Sexual Conduct Training:** The District requires all employees to receive Child Abuse Prevention & Sexual Conduct Training yearly at the start of each school year. The Sub Office will notify all substitutes of when training must be completed in order to remain in compliance.
12. **Medication Administration Training:** All Substitute Secretaries are required to complete the Medical Administration training annually, administered through the Multnomah Education Service District, and are required to maintain certification.
13. **Break in Service:** A break in service (e.g., failure to renew annually, a resignation, deactivation, or removal due to excessive unavailability) means starting with a new hire date in the event that the application for substituting is received and accepted by the District.
14. **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.
15. **Moving Secretaries to a New Location:** District policy states that on days the PPS is experiencing a high volume of absences, the Sub Office reserves the right to move a Substitute Secretary to a school who has no secretary staff that day to ensure that the best quality of service is provided in our schools. A Substitute Secretary is required to work all locations as directed by the Sub Office as a condition of employment.
16. **Scheduled Term/Recess Periods:** Employment with the District calls for several customary vacation or recess periods (winter break, spring break, summer break, etc.) during the academic year. Following each of these periods, as established by the current school calendar, we expect that you will continue to perform job duties in the same or similar capacity as you did prior to any vacation or recess period.
17. **PPS E-mail:** PPS has provided all Substitute Secretaries with a District e-mail account. It is imperative that all Substitutes regularly check their PPS e-mail account. All communication from the Substitute Office will be to your official PPS e-mail account. If you are unsure of your e-mail address or login, please contact the IT department at 503-916-3375. It is necessary to log in to your e-mail account to ensure you receive PPS communications. Your PPS login will be used for accessing district computers, 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.**

General Information – Absence Management (formerly Aesop)

Accepting and Canceling Jobs

Whenever possible, you should accept jobs that are available to you through Absence Management. Once you have done so, you should write down the confirmation number, date, time, location, secretary, 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 to ensure adequate time for another substitute to fill the assignment. You have the ability to remove yourself from a job via the Absence Management website or by calling the automated phone system and following the prompts to remove yourself from a job. If you are removing yourself from a job within one (1) hour of the start time or you are removing yourself from one day of a multiple day assignment, you must call the Substitute Office as the system will not let you cancel the job under these circumstances.

Secretary Requests

If a Secretary asks you to sub for them, always call the Absence Management line or login to Absence Management via the web to make sure the system has put you into the job. If you arrive at a school and find a double booking for the job that you have accepted, please call the Sub Office at 503-916-3330. **The job will go to the substitute that is assigned to the job in 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.

	<u>Current Jobs</u>	<u>Future Jobs</u>
Monday - Thursday	5:30 AM--12:00 PM	4:30 PM--9:00 PM
Friday	5:30 AM--12:00 PM	No Calls
Saturday	No Calls	No Calls
Sunday	No Calls	1:00 PM--9:00 PM
Holiday	No Calls	1:00 PM--5:00 PM

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. If you indicate you are unavailable today when Absence Management is calling you to offer an assignment, 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 enter a Non Work Day so the system knows 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.

Your Day as a Substitute Secretary

- Greet staff, students, parents, and visitors.
- Complete staff/substitute teacher daily attendance.
- Ensure substitute teachers and paraeducators sign in upon arrival.
- Complete Synergy attendance.
- Answer multi-line phones.
- Assist children or staff while in the office.
- Distribute mail and other materials to staff.
- Perform minor first aid- medication administration (This may ONLY be administered by subs who have participated in required medication administration training).
- Monitor sign in/out and destination sheets.
- Use computer to perform tasks.

Tips for Success

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

1. Confidentiality – Substitute Secretaries have a grave responsibility to treat with confidentiality all matters pertaining to students. 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 Secretaries 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 Secretaries should not search students’ personal belongings. Yelling at students, calling students derogatory names, and using insults or other threatening verbal attacks is unacceptable.
3. Leaving the Campus – At no time during the day other than duty free lunch should the substitute leave campus unless authorized to do so. Substitute Secretaries should check out with the Administrator in the school before leaving at the end of the school day.
4. Locked Computer – If upon arrival you find that the secretary’s computer is locked and does not allow you access: Turn the computer off and then back on. Log in with your e-mail address and password. Click the box marked Workstation Only. This will give you access to the programs you will need for completing your assignment. Please do not change, add, or remove anything from the secretary’s computer. If you are still unable to access the computer, please call IT at 503-916-3375.

Use of a Private Vehicle*

If a sub is requested by the Principal to use their private vehicle to conduct district business they are required in advance to submit proof of auto insurance and a valid driver's license to Risk Management. You may fax the information to 503-916-3233 or send it via Pony. Please contact Risk Management at 503-916-3587 with any questions.

(Private Transportation is addressed in Administrative Directive 6.50.011-AD.)

Oregon Public Services Retirement Plan (PERS/OPSRP)

Employees hired on or after August 29, 2003 are eligible for the Oregon OPSRP retirement program. Membership in the OPSRP Pension Program is established by meeting the following:

- Be an eligible employee of a PERS employer
- Complete a “waiting time” of six full calendar months, which requires that the eligible employee:
 - be employed for six months in a qualifying position with the same PERs-covered employer;
 - have no break in employment greater than 30 consecutive working days;
- Be employed with the same employer on the last calendar day of the waiting time; and
- Be employed with the same employer on the first calendar day of the month following completion of the waiting period.

All requirements must be met to establish OPSRP membership. If any of the requirements are not completed, the waiting time starts over on the first day of the calendar month the employee is hired into a qualifying position by a different PERS-covered employer, or upon returning from a break in employment of greater than 30 consecutive working days with the same PERS-covered employer.

Eligible employees hired into a qualifying position between December 2 and December 31, 2017, or eligible employees hired into non-qualifying positions, who have worked 600 hours or more with all PERS employers in 2018, establish OPSRP pension Program membership on July 1, 2018, if all membership requirements are met.

All contributions for employees establishing OPSRP membership on or after January 1, 2016, begin with the first full pay period following the six-month waiting time. At that time an employee contribution of 6% of gross salary on a pre-tax basis will be collected with each paycheck received, which is deposited into a 100% vested IAP retirement account in your name. This contribution is not subject to Federal and State taxes until it is withdrawn from the retirement system.

Additionally, the District contributes an amount to OPSRP for each covered employee to cover a monthly annuity benefit at retirement. Vesting occurs after working five calendar years for a PERS employer. Members automatically vest at age 65, even if they have worked fewer than five years. 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.

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.

Substitute Secretary Time Report & Payroll Information

➤ Payroll Cutoff Dates for 2019-2020

Note: this information is subject to change.

<u>Payroll Period</u>	<u>Pay Date</u>
7/16/19 – 8/15/19	8/30/19
8/16/19 – 9/15/19	9/30/19
9/16/19 – 10/15/19	10/31/19
10/16/19 – 11/15/19	11/27/19
11/16/19 – 12/15/19	12/31/19
12/16/19 – 1/15/20	1/31/20
1/16/20 – 2/15/20	2/28/20
2/16/20 – 3/15/20	3/31/20
3/16/20 – 4/15/20	4/30/20
4/16/20 – 5/15/20	5/29/20
5/16/20 – 6/15/20	6/30/20
6/16/20 – 7/15/20	7/31/20

<p style="text-align: center;">2019-2020 Substitute Secretary Hourly Rate of Pay</p>
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Hourly Rate \$16.59

If you find any discrepancies on your paycheck regarding hours, please contact the Payroll Department at 503-916-3302.

Substitute Office Helpful Facts

- There are four Substitute groups --- Teacher, Paraeducator, Secretary, and Administrator.
- Only Classroom Teachers, Paraeducators, and Secretaries are entered in and utilize the Absence Management System.
- Substitute Administrators are entered into Absence Management by the Substitute Office. Any school wishing to use a Substitute Administrator to cover a Building Administrator's absence must follow the process below:
 1. Building Administrator identifies a need for having a Substitute Administrator.
 2. Building Admin contacts their Area Senior Director/Regional Superintendent via email to justify the need and timeline (start and end date of the request).
 3. Area Senior Director/Regional Superintendent reviews and if approves, the building Administrator contacts a Sub Admin on the Master Sub Admin Roster to see if they can work.
 4. Once a Sub Admin is identified, the Building Administrator would forward the approval email from their Area Senior Director/Regional Superintendent to Sub Office (ppssub@pps.net) with the name of the Sub Admin, dates, and hours that they will be working.
 5. Sub Office will enter into Absence Management as an admin vacancy at the school.
 6. At this time, secretaries will not be able to reconcile sub admin jobs within Absence Management (the Sub Office will ensure reconciliation by end of the pay period).
 7. If the Sub Admin will be unable to fulfill a day of the approved assignment, please contact the Sub Office so we can adjust the job accordingly.

Absence Management Login Information

You will receive an email to your PPS email from no-reply@frontlineed.com with the subject "Welcome to the Frontline Insights Platform!" to create your username and password after the Sub Office verifies that you have completed all mandatory trainings and picked up your ID badge. You will have two views when accessing your account:

Campus User: Used to reconcile/edit absences and vacancies in the building you are subbing at

Substitute: Used to look for and assign yourself to available jobs, view past jobs, etc.

How Substitutes are Paid

- Substitute Teachers are paid for either a full day or half day, never hourly
 - Half day – 3 hours and 45 minutes or less
 - Full day – 3 hours and 46 minutes or more
- Substitute Paraeducators and Substitute Secretaries are paid hourly and receive a 30 minute unpaid lunch when working an assignment that is 6 hours or more in length.
- Assignments need to be reconciled at the end of every day. After reconciling, the data gets pulled over to Time and Attendance automatically the next morning.

Confirmation Numbers

- Each assignment generates one confirmation number, which the Substitute sees after being placed into the assignment. The confirmation number is the most important piece of information for the following reasons:
 - In the event that two Substitutes show up for the same job, the Substitute assigned to the confirmation number will stay in the assignment for the day.
 - If an assignment is deleted in the system for any reason, the Substitute Office can still view the details of the job after it has been deleted.

Access to Synergy and Absence Management

For each assignment, the Substitute Office will give you access to Absence Management for the particular school you are assigned to that day, and IT will give you access to Synergy. If you are not switched to the location you are at for the day by 8:00 AM, call the Substitute office at 503-916-3330 for access to Absence Management, and the IT department at 503-916-3375 for access to Synergy.

Substitute Secretary Sick Leave Guidelines and Procedures for Portland Public Schools

Effective January 1, 2016

Substitute Secretaries are now entitled to earn sick leave based on hours worked. They will accrue paid sick leave at a rate of one (1) hour per thirty (30) hours worked, excluding overtime. Each fiscal year (July 1 – June 30) up to 40 hours of accrued sick time may be used. Sick leave shall not accrue for time not worked (paid or unpaid).

All employees are expected to responsibly use Sick Time. Employees are to make reasonable efforts to schedule Sick Time, in the event of foreseeable circumstances, and to provide prompt notification, in the event of unforeseeable circumstances. Attendance at work is an essential function for all District employees. And, providing the courtesy of advance notice for and communication about absences, unless advance notice is not possible, is expected. Proper planning for absences is key to maintaining continuity of student instruction and supports.

We recognize two types of sick leave usage foreseeable and unforeseeable:

Foreseeable absence require a minimum of 12 hour notice and is for pre-scheduled medical appointments

Unforeseeable absence require a minimum of 2 hour notice or as soon as practicable and is for sudden illness, emergency or accident

Process:

If you have already been assigned to a job and need to be absent due to illness:

1. As soon as you know you are unable to work the assignment, you must immediately login to Absence Management and cancel the assignment to ensure adequate time to fill the absence. ***If you are cancelling half of your shift, cancelling less than an hour before the start time, or cancelling while on assignment you must call the sub office to cancel your assignment after you have emailed.***
2. You must email the sub office at ppssub@pps.net to inform us you are requesting use of your accrued sick leave by 11:59pm on the day you are requesting. In your email, please include the confirmation number of the assignment, the date, the location, and the amount of hours you are requesting to use.

If you are not assigned to a job but would like to request use of your accrued sick leave:

1. You must email the sub office at ppssub@pps.net to inform us you are requesting use of your accrued sick leave by 11:59pm on the day you are requesting. In your email, please include the date and the amount of hours you are requesting to use.

If you have questions, please email ppssub@pps.net

Absence Management User License Agreement

THIS 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, Absence Management ®, which allows its clients to access 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 Absence Management ® and checking for substitute employment opportunities from time to time;

WHEREAS, Frontline is concerned about protecting 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 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 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 Absence Management ®. User acknowledges that Frontline is sole owner of the proprietary product, Absence Management ®, including, without limitation, all right, title and interest in Absence Management ® and intellectual property rights associated with Absence Management ®; that nothing contained herein shall be construed to give User any ownership rights in 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 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 Absence Management ®.
2. User shall not publish, display or distribute "screenshots" (screen snapshots) of Absence Management ®.
3. User shall not attempt to circumvent or aid others in the circumvention of any security measures that are a part of Absence Management ®; including, but not limited to, those mechanisms (like Captcha™ and Recaptcha™) which seek to establish the presence of User at his 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 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 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.