

## SUBSTITUTE TEACHER AGREEMENT

This agreement is made this 24<sup>th</sup> day of April 2025, by and between Ignite Education Solutions, a division of The Learning Lamp, Inc., hereafter “IES,” a duly registered Pennsylvania nonprofit corporation with a place of business at 2025 Bedford St., Johnstown, PA 15904 and the Portage Area School District (hereafter the “District”), a school district organized pursuant to the laws of the Commonwealth of Pennsylvania and having its administrative office at 84 Mountain Avenue, Portage, PA 15946 .

### Background

IES provides substitute teachers and other types of temporary staff for school districts. The District desires to engage the services of IES on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, intending to be legally bound and acknowledging the receipt of adequate consideration, the parties hereby agree as follows:

**1. Provision of Substitute Teachers-** IES shall be the District’s provider of day-to-day substitute teachers and any other staff as designated by this agreement. Positions will be filled on as as-needed basis, at the request of the District using the process, policies and procedures established by IES. IES makes no guarantee that it will be able to fill all requests made by the District, although it will make significant efforts to recruit staff, build the substitute teacher pool and fill as many openings as possible.

1.1 The District agrees that IES shall be the contract provider of substitute teachers to the District. Long-term substitute teachers (20 days or longer in one assignment) may or may not be included in this agreement, at the discretion of the District. All or any placement of daily substitute teachers shall be made pursuant to this agreement and the processes and procedures established by IES, be paid by IES and invoiced to the district through IES.

1.2 The District must provide a list of substitute teachers which it has employed prior to the Agreement which the District desires to remain in the pool of substitute teachers assigned by IES to the District. Subject to interview, training, background checks and certification requirements included elsewhere in this agreement, and normal employee responsibilities attendant to employment, IES will accept such persons for assignment to the District. However, as part of the transition process, the District certifies that the aforementioned substitute teachers meet the state requirements to serve as substitute teachers (i.e. Criminal history, TB test) for the first 60 days of the effective date of this contract, unless IES is otherwise notified by the District. The District acknowledges these substitute teachers will be ineligible to accept substitute assignments after the 60 day period if they are determined to be non-compliant with the laws governing educational employees in Pennsylvania, which shall be IES’s responsibility to determine pursuant to the terms of this agreement. The District

further agrees to forward to IES any report of criminal activity regarding referred substitutes from the Pennsylvania State Police or other governmental authority.

**2. Treatment of Substitute Teachers as Employees of IES-** All substitute teachers provided by IES will be treated by the District as employees of IES, and not employees of the District, for all purposes, including but not limited to federal and state income tax purposes. Without limiting the preceding sentence:

- 2.1 IES shall maintain all necessary personnel and payroll records for the substitute teachers and other staff members included in this contract;
- 2.2 The District shall not be responsible for the payment of wages and fringe benefits (if any) of the substitute teacher(s); IES shall withhold applicable taxes from the wages of the substitute teacher(s), and shall be responsible for any employer payroll tax liabilities with respect the substitute teachers(s);
- 2.3 IES shall provide applicable workers' compensation insurance coverage for the substitute teacher(s) in such amounts as may be required by law; and
- 2.4 As employees of IES, substitute teacher(s) shall not be eligible for tenure with the District or entitled to participate in any of the District's employee benefit plans, including pension, 403(b), retirement, deferred compensation, welfare insurance, disability, bonus, vacation pay, severance pay, and other similar plans, programs and agreements, including terms and conditions of employment outlined by any collective bargaining agreement between the District and any bargaining unit.
- 2.5 In order to provide certain substitute teachers who are obtaining the required initial or renewal certifications, if requested, the District shall allow IES access to District resources to credential substitute teachers and shall assist IES in getting substitute teachers credentialed as required in Section 3 on a timely basis.

**3. Obligations of IES-** In connection with substitute teachers provided by IES pursuant to this agreement, IES shall:

- 3.1 Act in good faith to provide substitute teachers who, if needed or applicable, (a) hold a current license and certification for the positions requested by the District, (b) have obtained all required clearances as required by law (due to the nature of the services offered by LEA and service locations assigned to IES employees, no candidates with felony convictions and/or those with disqualifying offenses in accordance with IES policies upon their records shall be eligible for employment with IES, regardless of date of conviction. Other charges will be discussed with the SD prior to district placement.), (c) have appropriate inoculations and tuberculosis testing as required by the Pennsylvania Department of Education and (d) who shall render services in accordance with applicable laws and procedures of the Commonwealth and this agreement. Districts may accept/refuse candidates at the time of clearance verification. Further, substitute staff assigned to provide coverage for contracted paraprofessional positions requiring highly qualified status will not have that designation.

- 3.2 Verify original clearances of substitute teachers and provide electronic copies to the District. It is the responsibility of the District to identify a point of contact for this process who will also receive notification of eligible substitute staff along with electronic copies of their clearances from IES. The designated district staff person will verify original clearances directly from Cogent, PATCH and Child Welfare online databases. Ignite Education Solutions will maintain copies of clearances in employee files.
- 3.3 In selecting substitute teachers, apply such screening and evaluation criteria as it may determine in its sole discretion and as may be required by the applicable law of the jurisdiction in which the services of the substitute teacher will be performed. IES will conduct any additional screening that may be mutually agreed upon by IES and the District. If at any time the District or Board of Education is unsatisfied with a substitute teacher, the District may request that substitute not return to the District upon written notification to IES. Further, the district acknowledges that when contracting for a school year position, that employee or the assigned substitute coverage will not be dismissed due to the student absence.
- 3.4 Provide substitute teachers that are trained for the requested positions. IES will offer applicable trainings including classroom management, general rules and procedures and other needed items before placing a teacher in the District. IES will also provide training for the District's existing substitute teachers and other staff on an as-needed basis.
- 3.5 Expect that the substitute teachers assigned to the District will perform their services satisfactorily. If the District notifies IES that a substitute teacher has not performed satisfactorily within the reasonable discretion of the District, IES will honor the District's request not to assign specific teachers for placement within the District. This section will in no way affect the right of IES as an employer to hire, assign, reassign, discipline and/or terminate its own employees. The District understands that declining the services of a specific substitute teacher may result in the company's inability to secure an acceptable alternate if timely notice of the request is not provided.
- 3.6 Supply an Overall Efficiency Rating report to the District by the end of each quarter throughout the school year. The Overall Efficiency Rating is defined as the percentage of vacancies that are filled by substitute teachers supplied by IES. It shall be calculated from September through the last complete week of each month for the term of this Agreement, except that it shall not include days on which the county in which the District is located is affected by a flood, blizzard, related natural disaster, or on which the District is involved in a job action or strike. IES shall not be responsible for providing substitute teachers during job actions or strikes.

**4. The Obligations of the District-** In connection with substitute teachers provided by IES pursuant to this agreement, the District shall:

- 4.1 Provide information to IES and the substitute teachers as needed to allow the substitute teachers to fully understand the duties and responsibilities of the placement, including lesson plans, up-to-date class rosters and schedules and special instructions;
- 4.2 Promptly report to IES any suspicious, unusual, inappropriate behavior or unsatisfactory performance on the part of a substitute teacher;
- 4.3 Provide a safe and suitable workplace that complies with all applicable safety and health standards, statutes and regulations; should a district approve substitute LPN's as part of their substitute program, the district is acknowledging that they will book the LPNs as Supplemental Staff Persons on the Healthcare team under CSN supervision in accordance with 49 PA Code Chapter 21. Should a district approve Classroom Monitors IES will mandate candidates have at least 60 credits, be 25 years of age, and complete a training with IU08. SD will process Classroom Monitor Certificates.
- 4.4 Provide substitute teachers with adequate information, training, and safety equipment with respect to hazardous substances and any inherent dangers of the workplace, including emergency procedures, school rules and protocols, policies and procedures regarding disciplinary actions, and confidentiality of student records; further the District will provide all substitute teachers with any training appropriate to the needs, duties, responsibilities or knowledge unique to the District or otherwise different than would generally be appropriate in other districts. Should the District require IES substitutes to attend mandatory trainings on District In-Service or Act 80 Days, the District shall provide a minimum of one week's advanced notice to IES such that the general operations of IES are not disrupted;
- 4.5 Ensure that substitute teachers do not (i) have sole custody of a single student for an extended period of time without District oversight, (ii) have sole responsibility for more than one classroom of students at a time, (iii) administer or maintain custody of any student medications, unless the substitute is specifically hired to fulfill a nurse opening, and is qualified to do so, (iv) have custody of cash, negotiable valuables, merchandise, credit cards, check writing materials, keys or similar property, except for student lunch money that may be collected in the normal course of business, (v) use any vehicle on behalf of the district;
- 4.6 Assign substitute teachers only to tasks for which they have been requested, unless written consent has been given by IES. Heavy labor, lifting, or physical activity is prohibited unless required and accepted in the job description. IES will provide the District with substitute teachers to fill absences among the District's regular faculty. To lessen the administrative impact on the District of such absences, IES will provide the substitute teachers from a pool of individuals who are certified as teachers by the Commonwealth of Pennsylvania and who additionally maintain any and all other certifications required by the Commonwealth for teachers. IES will be responsible for: 1) interviewing all candidates for this pool and ensuring that they meet the requisite qualifications including Act 34, Act 151, Act 168, Federal Criminal History background check, Act 126 and applicable certifications; 2) maintaining all records (including payroll) for the substitute teachers in the pool.
- 4.7 Not assign substitute teachers to travel or perform duties off the normal school premises of the District except for class field trips which are supervised by a District Teacher or travel between schools is part of the assignment of a teacher that works in more than one school during the day. If travel is required, the District will be billed for and reimburse mileage at the District rate;

- 4.8 If substitute teachers are assigned duties in connection with the District's computer system, the District will ensure access is provided;
- 4.9 Maintain appropriate written internal control policies and procedures to ensure the confidentiality of all student records and appropriately limit the access of substitute teachers to such records;
- 4.10 Not promise any substitute teacher an increased rate of compensation;
- 4.11 Comply with any reasonable restrictions imposed by IES on the responsibilities to be assigned to any substitute teacher;
- 4.12 Approve and sign forms supplied by IES documenting the amount of time worked by substitute teachers or if representatives of the District are not available to approve and sign forms, authorize the forms to be executed by IES on the District's behalf.
- 4.13 Be responsible for keeping IES promptly informed by email or telephone of all substitute teacher on-site changes and any changes in the District or building supervisory contact information;
- 4.14 Notify IES either before 6 a.m. or 3 hours prior to the start of class (whichever is earlier) of the need for substitute teachers for that day. IES recognizes that the need for a substitute teacher may occur later than the times noted above, in which case, IES will put forth its best effort to find a substitute for the request. However, the District shall not hold IES responsible for any unfilled substitute teacher requests received AFTER the minimum notice period;
- 4.15 Comply with all IES policies and procedures to accurately invoice the District, process the daily record keeping and other tasks necessary for IES to administer and track substitute teachers, including but not limited to, sign in and out procedures and related records;
- 4.16 The District shall be solely responsible to control teacher absences and any budgetary impact resulting from absences;
- 4.17 The District represents that its actions under this agreement do not violate its obligations under any agreement the District has with any labor unions; and
- 4.18 The District shall create a Job Posting entitled "Substitute Teacher" on its webpage wherein other District vacancies are posted, with a link to the Ignite Education Solutions' webpage for substitute services.
- 4.19 The District acknowledges that when it hires IES substitute teachers for long-term or permanent positions within the district, it may impact the ability to fill daily substitute positions within the District. Should the district hire staff persons introduced to the organization via this agreement as a district employee within 90 days of start date in position, district will be billed a finder's fee based upon position as determined by IES. (\$1,000 for entry level, \$1,800 for mid-level, and \$2,500 for special education/administrative). Please note, there will be no fee for the district to hire certified teachers.

## **5. Indemnification and Limitations of Liability**

- 5.1 Indemnification of the District by IES.** IES shall indemnify and hold the District's Board, and its agents, employees and Board members harmless from and against all claims or losses incurred,

The official registration and financial information of The Learning Lamp may be obtained from the Pennsylvania Department of State by calling toll free within in Pennsylvania, 1-800-732-0999. Registration does not imply endorsement. The Learning Lamp is a 501(c)(3) nonprofit organization, donations to which are tax deductible to the fullest extent permitted by law.

including reasonable attorney's fees that are proximately caused by the acts or omissions of IES, the substitute teachers, or other employees or authorized agents of IES or the company's breach of this agreement, except that such indemnification shall not apply to any claims or losses for which IES is entitled to indemnification by the district.

**5.2 Indemnification of IES by the District.** The District shall indemnify and hold IES harmless from and against all claims or losses incurred by IES, including reasonable attorney's fees, (i) that are proximately caused by the acts or omissions of the District or its employees or authorized agents, or by the District's breach of this agreement; or (ii) arise from any injury to a substitute teacher or other persons on the premises of the District while performing services on behalf of the District and not caused by the acts or omissions of IES, a substitute teacher, or other employees or authorized agents of IES. Such indemnification shall not apply to any claim for workers' compensation benefits for job-related bodily injury or death against IES by any of its employees or their representatives.

**5.3 Notification; Right to Defend.** A party incurring any claim or loss for which indemnification may be provided pursuant to this section 5 shall promptly notify the other party in writing. The recipient of such a notice may, at its own cost and expense, thereupon assume the defense of any third party claim using counsel reasonably satisfactory to the notifying party.

**5.4 Complete Agreement.** The parties agree that this section 5 sets forth their complete agreement with respect to any possible indemnification claim and waive their right to assert any common-law indemnification or contribution claim against each the other.

## **6. Fees and Payment**

**6.1 Fees.** The IES pricing plan presented below is accepted by the District. IES shall submit to the District a bi-weekly showing in reasonable detail the services provided. Other types of staff not detailed below may be added to this agreement at any time during the school year through a contract amendment. Fees will be set by the school district in partnership with IES.

| Position                                   | Pay Rate      |          | District Bill Rate* |          |
|--|---------------|----------|---------------------|----------|
|  | Full Day      | Half Day | Full Day            | Half Day |
| Daily Substitute Teacher                   | \$105.00      | \$52.50  | \$140.91            | \$70.46  |
| Daily Substitute Nurse                     | \$150.00      | \$75.00  | \$201.30            | \$100.65 |
| Supplemental Staff-Health Department (LPN) | \$150.00      | \$75.00  | \$201.30            | \$100.65 |
| Daily Substitute Aide                      | \$10 per hour |          | \$13.42 per hour    |          |

**6.2 Changes to Pricing Plan.** In the event that the District determines to increase the established pay rate for substitute teachers from that specifically listed in this contract document, or if the District determines to establish a new substitute teacher classification or new pay rate to some or all of the substitute teachers (e.g., for improved recruitment, retention or for other reasons), the billing rate to the District shall be determined by the same calculation rate used to establish prices listed above. The District shall provide IES with advance written notice of its decision to increase existing pay,



including an effective date, and details related to any change in substitute teacher classification. A contract amendment will be issued to document the change in pay rate and signed by both parties.

6.3 IES may change the pricing plan for the current year in the event that local, state or federally mandated employer benefit programs, including but not limited to family or sick leave benefits and minimum wage laws which are required or permitted by local, state or federal law, regulation or mandate are enacted, implemented, become effective or are increased after the date of this agreement. The pricing plan shall be adjusted to reflect the actual cost increase to IES reasonably calculated on a direct or pro rata basis.

6.4 **Use of Substitute Teachers by the District Directly.** IES maintains the right to manage the schedule of its employees; however, it agrees to work cooperatively with the District to meet District scheduling needs. Accordingly, if the District engages the services of any substitute teacher other than through IES on a per-diem, hourly or other basis, whether for services covered in this agreement or otherwise, the District shall promptly notify IES in writing and provide all information as IES may reasonably request. **The District acknowledges that the hiring of substitute teachers from IES for long-term or contract positions in the district will impact the ability of IES to fill openings, as additional daily substitute teachers will need to be recruited to take their place.**

6.5 **Payment.** The District will be required to pay a deposit amount of \$5,000 prior to the start of the contract. The District will also be invoiced for half the total amount of the IU fee for process of emergency certificates for the district. The District shall pay IES at minimum, monthly by check or electronic transfer within ten (10) days following the Board of Education Monthly Action Meeting for all invoices submitted at least one week prior to said meeting. In the event that the District fails to pay a fee to IES when due (i) the District shall be liable for a late charge equal to 1.5% per month on the outstanding amounts, beginning on the due date of the invoice; and (ii) the District shall be liable for all of IES's reasonable costs of collection, including reasonable attorneys' fees, both (i) and (ii) without any prior notice requirement.

7. **Term.** The term of this agreement shall begin on the 1<sup>st</sup> of July 2025 and shall remain in effect through the 30<sup>th</sup> of June 2026. The District shall have the option to renew this agreement annually. Notwithstanding the preceding sentence, either party may terminate this agreement, without cause, with 90 days prior written notice. Additionally, either party may terminate this agreement if the other party breaches a provision of this agreement and it is not resolved within 30 days following written notice of that breach. Further, IES has a right to terminate this agreement should any student physically assault or injure an IES employee, and the District does not resolve the incident. In the event either party terminates this agreement, the District shall pay all amounts due under the terms of the agreement to IES for services provided through the date of termination.

8. **Insurance Coverage.** Each party shall, at its own cost and expense, maintain insurance coverage reasonably appropriate for the activities it conducts and the risks it assumes. The insurance coverage maintained by IES shall include:

8.1 Workers' compensation coverage of such types and in such amounts as may be required by the laws of the jurisdiction in which the services of the substitute teachers are performed;

8.2 Commercial general liability coverage, including personal injury, blanket contractual liability, and a broad form of property damage with a \$2,000,000 combined single limit per occurrence;

8.3 Abuse or molestation coverage with a \$1,000,000 per occurrence and \$1,000,000 in the aggregate;

The District should be designated as an Additional Insured for all of the coverages shown on the certificate with the exception of Workers' Compensation, Employer Liability and the Professional Liability coverages.

9. **Confidentiality.** During the course of the business relationship, each party may be given access to proprietary and confidential information such as pricing policies, business policies and systems ("Confidential Information"). Each party shall hold with no less care than it treats its own, and shall not disclose such Confidential Information to any third party or use such Confidential Information for any purpose other than as contemplated by this agreement. Upon termination of this agreement, or sooner, if requested by either party, each party shall return all Confidential Information to the other party in its possession, without retaining copies of such Confidential Information. This section shall not apply to information (i) that is in the public domain, or (ii) required to be disclosed by law or the legal process.

## 10. Miscellaneous

- 10.1 **Amendments and Waivers.** No amendment, modification or waiver of any provision of this agreement shall be binding unless in writing and signed by the party against whom the operation of such amendment, modification, or waiver is sought to be enforced. No delay in exercise of any right shall be deemed a waiver thereof, nor shall the waiver of a right or remedy in a particular instance constitute a waiver of such a right or remedy generally.
- 10.2 **Notices.** Any notice or document required or permitted to be given under this agreement shall be deemed to be given on the date such notice is (i) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (ii) deposited with a commercial overnight delivery service with delivery fees paid, or (iii) transmitted by facsimile or electronic mail with transmission acknowledgement, to the principal business address of the recipient or such other address or addresses as the parties may designate from time to time by notice satisfactory under this section. A copy of any notice to IES shall be sent to the attention of the CEO at the regular business address listed in this document.
- 10.3 **Governing Law.** This agreement shall be governed by the laws of Pennsylvania without giving effect to the principles of conflicts of laws. Each party hereby consents to the personal jurisdiction of the Federal or Pennsylvania courts located in the District's County and agrees that all disputes arising from the agreement shall be prosecuted in such courts. Each party hereby agrees that any such court shall have in personam jurisdiction over such party and consents to service of process by notice sent by regular mail to the address set forth above and/or by any means authorized by Pennsylvania law.
- 10.4 **Language Construction.** The language of this agreement shall be construed in accordance with its fair meaning and not for or against any party. The parties acknowledge that each party and its counsel have reviewed and had the opportunity to participate in the drafting of this agreement and, accordingly, that the rule of construction that would resolve ambiguities in favor of non-drafting parties shall not apply to the interpretation of this agreement.
- 10.5 **Force Majeure.** Neither party shall be responsible for delays or failure to perform caused by acts of God (including fire, flood, storm or other natural disturbances), war, civil war, riot, epidemic, acts of foreign enemies, terrorist activities, government sanction, strikes or other labor disputes (it being specifically understood that the existence of a picket line by a collective bargaining unit shall be




considered as within this definition of force majeure), interruption or failure of electric, telephone or similar service or other causes beyond such party's control.

- 10.6 **Signature of Counterparts.** This agreement may be signed in counterparts, each of which shall be deemed a fully-executed original.
- 10.7 **Signature by Facsimile.** An original signature transmitted by facsimile shall be deemed to be original for the purposes of this agreement.
- 10.8 **Assignment.** No party to this agreement shall assign its rights or duties hereunder without the prior written consent of the other parties, except that IES may assign its rights and duties in connection with a merger of the organization with another organization or other disposition of all or substantially all of its business.
- 10.9 **No Third Party Beneficiaries.** Except as otherwise specifically provided in this agreement, this agreement is made for the sole benefit of the parties. No other persons shall have any rights or remedies by reason of this agreement against any of the parties or shall be considered to be third part beneficiaries of this agreement in any way.
- 10.10 **Cost Structures.** In the event of a federal or state adjustment of minimum wage above amounts specified in subsequent appendices, contract will adjust to meet that level, upon school district notification and approval.
- 10.11 **Binding Effect.** This agreement shall inure to the benefit of the heirs, legal representatives and permitted assigns of each party, and shall be binding upon the heirs, legal representatives, successors and assigns of each party.
- 10.12 **Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, agreements, understandings and negotiations. The District and IES agree that in the event that any provision of this agreement shall be held invalid or unenforceable for any reason, such as invalidity or unenforceability shall attach only to such provision as shall not affect or render invalid and other provision of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the first date set forth above.

IGNITE EDUCATION SOLUTIONS  
dba THE LEARNING LAMP, INC.

By:   
Leah Spangler, Ed.D., President & CEO

Date: 4/24/25

PORTAGE AREA SCHOOL DISTRICT

By: \_\_\_\_\_  
Pete Noel , Superintendent

Date: \_\_\_\_\_

