Sample Extra Duty Contract



**EXTRA-DUTY CONTRACT**

School districts should use an extra-duty contract when assigning additional duties beyond those covered by a teaching or administrative contract. Specifically, any coach, sponsor, or advisor should receive a separate contract stating the terms and conditions of the extra-duty assignment. Case law has held that extra-duty assignments are not given the same protection as teaching duties. **Support employees should not be given extra-duty contracts.**

**Employee Extra Duty Assignment Contract**

**EXTRA-DUTY CONTRACT**

This is an Extra-Duty Contract between Independent School District No. \_\_\_\_\_ of County, Oklahoma (“District”) and the person whose name appears below (“Employee”) for the Extra-Duty Assignment shown below (“Extra-Duty Assignment”).

**Term:** District employs Employee in the fiscal year (“Fiscal Year”) shown below. This contract shall end either upon termination as set forth below, upon completion of the Extra-Duty Assignment, or upon the end of Fiscal Year, whichever first occurs.

**Compensation and Benefits:** Employee shall receive the Extra-Duty Compensation shown below for the performance of the Extra-Duty Assignment. Such compensation shall be in addition to Employee’s regular salary, if any, and shall be subject to applicable withholding requirements. District shall not make any payments under this Extra-Duty Contract until such time as Employee begins to perform the duties and responsibilities of the Extra-Duty Assignment. Upon the agreement of District and Employee, payments may be made during the performance of the duties of the Extra-Duty Assignment through the District’s regular payroll procedure or may be made in a lump sum upon the conclusion of the performance of the duties of the Extra-Duty Assignment as selected below. In the event this agreement is terminated for any reason prior to completion of the work required of the Extra-Duty Assignment, Employee shall only be paid the appropriate pro-rata rate for extra-duty work performed.

**Duties, Qualifications and Responsibilities:** Employee’s duties, qualifications, and responsibilities shall include those required for the Extra-Duty Assignment by law, regulation, policy, and applicable job description. District may change or add any duties and responsibilities assigned to Employee that relate to the Extra-Duty Assignment.

**Rights and Limitations:** This Extra-Duty Contract shall not grant to the Employee any property interest in the Extra-Duty Assignment, is not subject to the continuing contract law of the State of Oklahoma, and is completely separate and severable from any other contract between Employee and District. This Extra-Duty Contract is an at-will contract which may be terminated by either party at any time and with or without any cause. No greater rights are intended to be provided by this Extra-Duty Contract unless expressly stated in this Extra-Duty Contract. If this contract is terminated, the Superintendent shall provide Employee with written notice of termination. No such notice shall be given upon the ending of the Extra-Duty Contract on the date set forth below, and Employee shall have no right to renewal of the Extra-Duty Contract or assignment.

**Miscellaneous:** The following terms apply to this contract:

Fiscal Year: \_\_\_\_\_\_\_\_\_\_ Extra-Duty Assignment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Extra-Duty Compensation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Method of Compensation:  Payroll Procedure  Lump Sum

Beginning Date of Assignment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ending Date of Assignment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name of Employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DISTRICT EMPLOYEE**

Superintendent of Schools Signature