Sample Temporary Teacher

 Contract



**TEMPORARY TEACHER CONTRACT**

Oklahoma law allows a school district to enter into a temporary contract with a teacher. However, a temporary contract cannot be used for more than four semesters. If a school administrator fails to provide a full written disclosure to a teacher that sets forth the terms and conditions of the temporary contract at the time the position is offered, the teacher will be deemed by law to have been given a regular contract. We have included a sample temporary contract and a sample written disclosure for your school district’s use.

**Temporary Certified Employee Contract**

**TEMPORARY TEACHER CONTRACT**

This is a contract of employment between Independent School District No. \_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Oklahoma (“District”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Temporary Teacher”).

**Term and Binding Effect:** District employs Temporary Teacher in the fiscal year (“Fiscal Year”) and for the temporary assignment term shown below. This contract shall be binding upon Temporary Teacher after signing by Temporary Teacher until the first of the following dates: 1) The date upon which the District’s Board of Education (“Board”) votes not to approve this contract; 2) The date upon which Temporary Teacher has been legally discharged from the teaching position or released by the Board from the contract; 3) The date this contract expires. This contract will be binding upon District upon approval by the Board until the date upon which Temporary Teacher has been legally discharged or released by the Board from the contract or until the date this contract expires, whichever occurs first.

**Compensation and Benefits:** Temporary Teacher shall receive the compensation and benefits approved by the Board for the position held during Fiscal Year in which the term of this temporary contract of employment occurs. The Superintendent shall provide Temporary Teacher with written notice of the employee’s compensation and benefits for Fiscal Year when approved by Board.

Until Board has approved compensation and benefits for Fiscal Year, Temporary Teacher shall receive the compensation and benefits Temporary Teacher received or would have received in the previous fiscal year for the position held. When approved by Board, the compensation and benefits for Fiscal Year shall apply retroactively for services previously performed in Fiscal Year, unless otherwise provided. If Temporary Teacher has been reassigned to a different position for Fiscal Year or was not employed in the previous fiscal year, Temporary Teacher shall receive the compensation and benefits paid for the position in the previous fiscal year until the Board approves compensation and benefits for Fiscal Year.

**Duties, Qualifications and Responsibilities:** Temporary Teacher’s duties, qualifications, and responsibilities shall include those required for Temporary Teacher’s assigned position by law, regulation, policy, and applicable job description. District shall have the power and authority to reassign Temporary Teacher to other positions and/or change any specific duties and responsibilities assigned to Temporary Teacher, provided that any such reassignment and/or change in duties shall be according to any applicable provision of law, regulation, or policy, and shall in no way effect the temporary nature of this contract.

**Rights and Limitations:** Temporary Teacher shall be entitled to all rights and be subject to all limitations provided for the position by any applicable provision of law, regulation, policy, or negotiated agreement, and no greater rights are intended to be provided by this Contract unless expressly stated in this Contract.

**TEMPORARY TEACHER ACKNOWLEDGES THAT AT THE TIME HE/SHE WAS OFFERED TEMPORARY ASSIGNMENT WITH DISTRICT, HE/SHE RECEIVED FULL WRITTEN DISCLOSURE OF ALL TERMS AND CONDITIONS OF THIS TEMPORARY CONTRACT. IT IS EXPRESSLY UNDERSTOOD BY TEMPORARY TEACHER THAT THE TEACHER HAS ACCEPTED EMPLOYMENT ON A TEMPORARY BASIS, ONLY. THIS POSITION HAS NO CONTINUING CONTRACT RIGHTS. TEMPORARY TEACHER FULLY UNDERSTANDS THAT THE EMPLOYMENT WILL AUTOMATICALLY TERMINATE ON THE “ENDING DATE OF ASSIGNMENT” INDICATED HEREUNDER. TEMPORARY TEACHER, BY SIGNING THIS CONTRACT, AGREES THAT TEMPORARY TEACHER IS NOT ENTITLED TO ANY CONTINUING CONTRACT PROVIDING EMPLOYMENT DURING FOLLOWING SCHOOL YEARS. SINCE TEMPORARY TEACHER IS EMPLOYED ON A TEMPORARY BASIS, TEMPORARY TEACHER WILL NOT RECEIVE ANY FURTHER NOTICE FROM DISTRICT REGARDING THE FACT THAT THIS CONTRACT WILL NOT CONTINUE INTO THE SUBSEQUENT SCHOOL YEAR. TEMPORARY TEACHER ACKNOWLEDGES AND AGREES THAT TEMPORARY TEACHER IS NOT ENTITLED TO THE RIGHTS AND PROCEDURES SET FORTH IN THE TEACHER DUE PROCESS ACT OF 1990, 70 O.S. § 6-101.20, ET SEQ., OR TO THE RIGHTS AND PROCEDURES SET FORTH IN DISTRICT POLICIES REGARDING NON-REEMPLOYMENT OR REDUCTION IN FORCE.**

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

Fiscal Year: \_\_\_\_\_\_\_\_\_\_ Initial Assigned Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Beginning Date - Temporary Assignment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ending Date - Temporary Assignment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Base Salary: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DISTRICT TEMPORARY TEACHER**

Board President Signature

Attest Date

Date

**Administrative Written Disclosure Statement for
Offering of Temporary Teaching Contract**

On the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Applicant”) was offered a teaching position by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Administrator”), subject to acceptance and approval by the Board of Education. Having applied for a position of employment, Applicant was provided with this written disclosure regarding the terms and conditions of the temporary contract. Pursuant to 70 O.S. § 6-101.23(G), the administration is required to provide a full, written disclosure of the terms and conditions of the temporary contract at the time a temporary teaching position is conditionally offered by the Administrator, subject to acceptance and approval by the Board of Education. This statement is intended solely to satisfy that statutory requirement, and is not in any way intended to be interpreted as the temporary teaching contract itself.

It is expressly understood by the Applicant that:

Applicant has been conditionally offered employment, subject to approval by the Board of Education, as a temporary teacher, and will accept employment only as a temporary teacher.

Applicant understands that the term of employment under the proposed contract shall be for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ school year only. Applicant understands that no continuing employment rights exist to future employment by the school district.

Applicant understands the dismissal and suspension provisions of the Teacher Due Process Act of 1990 apply to Applicant as far as any proposed dismissal or suspension during the time period specified in the temporary contract.

Applicant understands that the evaluation provisions in Sections 6-101.10 and 1-101.11 of Title 70 and in the Teacher Due Process Act of 1990 apply to Applicant during the time period specified in the temporary contract.

If Applicant works a complete school year under the temporary contract, Applicant will receive one year of service credit toward career status in the school district.

Applicant will receive compensation in an amount to be established by the Board of Education as per district policy.

Applicant understands that the temporary teaching position will automatically terminate on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

Applicant acknowledges and agrees that the Applicant will not be entitled to the rights and procedures set forth in the Teacher Due Process Act of 1990, 70 O.S. § 6-101.20, et seq., or to the rights and procedures set forth in District policies regarding non-reemployment or reduction in force.

Applicant will not receive any additional notification from the Board of Education regarding the fact that the temporary teaching contract will not continue beyond the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

Having read and being offered the opportunity to discuss the above-referenced provisions with Administrator, Applicant hereby acknowledges that a full, written disclosure of the above-referenced terms has occurred.

Dated this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

Applicant

Acknowledged:

Administrator