

Office of Christine Lizardi Frazier
Kern County Superintendent of Schools
Advocates for Children
1300 17th St., Bakersfield, CA 93301-4533
(661) 636-4000

**CONTRACT FOR TEMPORARY AND/OR
PROVISIONAL CERTIFICATED EMPLOYEE**

This Contract, made as of the signature date shown below, provides for temporary and/or provisional certificated employment of:

Name _____

Address _____

Social Security Number _____, ("Employee")

by the Kern County Superintendent of Schools ("Superintendent").

RECITALS

A. **Credentials Held.** Employee represents that he/she possesses the following credentials authorizing service in California schools and has registered each with the County Superintendent of Schools. The Credentials are:

B. **Credential Work in Progress.** Employee represents that he/she is currently registered as a graduate student at an accredited college or university and participating in the following credential program:

The parties therefore agree as follows:

TERMS

1. **Notice of Classification; Consent to assignment.** With District relying on each representation as to "Credentials Held" and "Credential Work in Progress," Employee consents to any assignment within District, and is hired as a certificated employee to serve on a basis as a (job title) _____. This position is created under and subject to the provisions of the Education Code Section indicated below.

- 44909 – Categorical Program or Contract Program
- 44911 – PIP/STSP/Waiver
- 44917 – Long-Term Substitute or Short Term Contract (STC)
- 44920 – Temporary Replacements
- Other _____

2. **Period of Employment.** Employee is hired for a period commencing _____ [date] and terminating at the earliest to occur of the following:

- a. Notification by the Superintendent that the employment hereunder is terminated; or
- b. Without advance written Superintendent permission, the loss, suspension, or surrender of any credential; or
- c. Termination for any other reason authorized by law: or
- d. _____

3. **Compensation.** Employee will be compensated for services in accordance with applicable policies and collective bargaining contracts. Initial placement and compensation for the 20____ [year] to 20____ [year] school year, as determined by Superintendent salary schedule. It is Employee's responsibility to provide Superintendent with evident of entitlement to specific placement. Superintendent shall be entitled to recover for an erroneous excess payment, regardless of cause. Excess payments discovered within a fiscal year may be recovered, in whole or in part, by adjustment of further payments due during or on account of that fiscal year.

Your term of service is to be ____ actual working days (____ percent of full term) scheduled at the convenience of your employer between _____, 20____ and _____, 20____. Minimum hours daily: _____ Minimum days weekly: _____

Your placement on the Kern County Superintendent of Schools Office Certificated Personnel Salary Schedule is at: Schedule ____, Class ____, Step ____, with a salary base of \$____ (for _____ days).

Your total salary of \$____ (Daily rate \$____) will be payable as follows: ____ payment(s) at \$____ and ____ payment(s) at \$____, to begin _____, 20____, and to terminate _____, 20____.

4. **Health and Welfare Benefits:** Superintendent agrees to contribute a pro-rata percentage of the required monthly contribution for Superintendent's medical, dental and vision insurance package based on the ratio of Employee's assigned workdays and work hours to a full-time work year and workday.

a. Employee must be assigned to work 50 percent of more of a full-time work year or workday in order to be eligible for this benefit.

b. Employee must authorize payroll deduction of any difference between Superintendent's contribution and the full monthly premium for the insurance package in order to be eligible for this benefit.

5. **Leaves of Absence:** Employee shall be eligible to earn sick leave and other leaves of absence on a pro-rata basis of Employee's assigned workdays and work hours to a full-time work year and workday.

6. **Disclaimer of Rights:** Employee expressly disclaims each and all of the following and promised not to claim or sue for any such matters at any future date. The matters so disclaimed and waived are:

a. Any claim that Employee is or may become a probationary employee, except when affirmatively so employed under a subsequent written contract.

b. Any claim or assertion that Employee is or may be entitled to a statement of, or a hearing on the issue of, the reason(s) for termination of employment hereunder.

7. **Resignation:** In any event, Employee expressly resigns the employment provided by this Contract as of _____ [date] unless the employment terminates sooner by reason of the above terms of this Contract.

Executed on _____, at Bakersfield, California.

Kern County Superintendent of Schools

Employee

Christine Lizardi Frazier, Superintendent of Schools

Employee's Signature

Employee's Name – Please Print

Phone Number