

KNOW YOUR RIGHTS!

Temporary Employment

FOUR CATEGORIES OF EMPLOYMENT

Under California Education Code, a school district can employ certificated staff in these four categories:

1. Substitute (least job security)
2. Temporary
3. Probationary
4. Permanent (most job security)

TEMPORARY CONTRACTS ARE LIMITED

A temporary contract is an agreement between SDUSD and an employee that includes a defined period of employment with a beginning and end date. The California Education Code restricts SDUSD to employing teachers temporarily only if they:

- Replace a teacher on leave of absence or working in a categorically-funded position (not necessarily in the same school, but across the district),
- Work only for the first 3 months of a term to teach temporary classes,
- Are College, Career & Technical Educators (CCTE),
- Are ROTC teachers, or
- Meet other exceptional conditions in Education Code Sections 44919 – 44921.



RIGHT TO WRITTEN ADVANCE NOTICE

If your employment is temporary, you have the right to be notified of that by SDUSD in writing and in advance of starting work. If you don't receive advance written notice, or you're unlawfully classified by SDUSD as a temporary employee, you may have the right under the law to be reclassified as a probationary employee. If you are a union member, a union attorney can help enforce this right. [If you are not yet a union member, you can join online.](#)

FUTURE EMPLOYMENT RIGHTS

A temporary contract has an end date after which you are no longer employed by SDUSD. The law says that future re-employment is at the discretion of SDUSD. However, the law also gives certain protections to temporary school district employees.

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If SDUSD decides to hire probationary or permanent teachers (and they don't necessarily have to), a temporary employee is entitled to first priority for hiring if:

- They were employed by SDUSD for two consecutive years,
- Served at least 75% of each of those years, and
- The vacant position is at the grade level or in the department that the temporary employee previously worked at.

If you are a union member, a union attorney can help enforce this right. [Read about a union member who did just that in the November 2020 issue of the SDEA newsletter, *The Advocate*.](#)

SENIORITY PROTECTIONS

If a temporary teacher is later hired as probationary, they may be entitled under the law to seniority credit for their previous temporary work if:

- They served 75% or more of the school year immediately preceding, and
- There is no break in service.

If you are a union member, a union attorney can help enforce this right.

A UNION CONTRACT THAT PROTECTS TEMPORARY MEMBERS

Even though the majority of SDEA members are probationary and permanent, SDEA members fought for



During one rainy week in March 2023, more than 4,800 SDEA members at 141 schools picketed for a union contract, including these members at Hage Elementary.

a union contract that protects temporary employees, too. Under the union contract, temporary employees are entitled to the same rights on issues that include (but are definitely not limited to):

- Pay raises
- Pay credit for experience
- Fully-paid family healthcare
- Sick & personal leave

SDEA MEMBERS FOUGHT FOR TEMPORARY MEMBERS -- AND WON!

In 2022-23, SDEA members fought for a new union contract. A big thing SDEA members fought for was summer healthcare coverage to temporary members -- and we won! Now coverage for temporary members continues so long as SDUSD does not notify you in writing of their intent not to rehire you for the next year.