

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 who can be employed temporarily:

- Replacing a certificated employee on leave of absence,
- Categorically-funded positions (funded by specific grants),
- Teaching temporary classes only for the first few months of a term,
- ROTC teachers, or
- Meet other exceptional conditions in Education Code Sections 44919 – 44921.

If none of these apply and you have been given a temporary contract, you may have been wrongly classified.

THE UNION DIFFERENCE

Only an attorney can help enforce your rights related to your employment status, especially since those rights are in Ed Code rather than SDEA's union contract. Dues-paying members have access to union attorneys. If you are not yet a union member, you can [join online](#).

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, you may have the right under the law to be reclassified as a probationary employee.

RIGHT TO WRITTEN NOTICE OF RELEASE

The District must give temporary employees a written notice of release before the end of their contract - **before March 15** for year-long contracts, and prior to the end of 90 or 120 day contracts. If you are not properly released, you are deemed probationary.

FUTURE EMPLOYMENT RIGHTS

A temporary contract has an end date after which you are no longer employed. 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. If SDUSD decides to hire certificated employees, a temporary employee is entitled to first priority for hiring in a probationary contract if:

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

*Sections 44852, 44909-44921, & 44954

KNOW YOUR RIGHTS!

Temporary Employment

FINALLY, EQUITABLE RIGHTS FOR CCTE!

For years, educators in College, Career, & Technical Education (CCTE) have been **unable to become permanent employees** due to Ed Code restrictions. As a direct result of SDEA members standing up and advocating at the state level, California legislators changed the law to finally grant CCTE educators in San Diego Unified a **path to permanent status**, like other certificated employees.



A UNION CONTRACT THAT PROTECTS TEMPORARY MEMBERS

Even though the majority of SDEA members are probationary and permanent, SDEA members fought for a union contract that protects temporary employees, too. Transfer rights and certain types of leave don't apply to temporary employees, but they are entitled to the same rights when it comes to contractual rights including:

- Pay raises
- Salary placement based on experience
- Fully-paid family healthcare
- Sick & personal leave
- & more!

WHEN WE FIGHT, WE WIN!

Read some articles from [The Advocate](#) about SDEA members' advocacy for the rights of temporary employees:

- **2024 Oct:** Members advocated in Sacramento for the employment status of CCTE teachers.
- **2020 Nov:** A member advocated for the right to probationary employment as a temporary teacher, with the help of a union attorney.

SENIORITY PROTECTIONS

If a temporary employee 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 the year they were hired as probationary, and
- There is no break in service.

SUMMER HEALTHCARE COVERAGE

If SDUSD notifies you in writing of their intent not to rehire you for the next year, your coverage continues:

- Through the end of August when the work year begins between Aug 1 - 15.
- Through the end of September when the work year begins after Aug 15.