

**NOTE: THIS CONTRACT FORM IS BEING PROVIDED BY THE GEORGIA DEPARTMENT OF EDUCATION AS A SAMPLE ONLY, AND SHOULD BE REVIEWED AND REVISED AS NECESSARY BY EACH LOCAL SCHOOL SYSTEM. THIS IN NO WAY REPRESENTS A MANDATORY FORM TO BE USED BY ANY LOCAL SCHOOL SYSTEM.**

*\*(A provisional contract should be utilized when an individual is "to be issued a contract of employment for the first time by a local unit of administration after July 1, 1994, as a teacher, principal, or other certificated professional personnel." O.C.G.A. § 20-2-211(e)(1))*

Complete in Duplicate

Revised April 2001

## Contract of Employment - New Employee\*

State of Georgia  
County of \_\_\_\_\_

This Agreement is made and entered into as of the dates indicated below, by and between the

\_\_\_\_\_ Board of Education (hereinafter called employer), and  
*City or County*

<i>Last Name</i>	<i>First Name</i>	<i>Middle Name</i>	<i>Social Security Number</i>
<i>Street</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

\_\_\_\_\_, (hereinafter called employee).

**IN CONSIDERATION** of the promises hereinafter stated, the employer has offered and the employee has accepted provisional employment, as a

member of the teaching or administrative staff of the public school system of \_\_\_\_\_  
*School System Name*

1. **Scope of work:** The employee is assigned to the duty of \_\_\_\_\_ located at \_\_\_\_\_  
*Staff Position*  
\_\_\_\_\_ in said school system but the employer reserves the right to effect  
*School Name and City*

a transfer to any other location under the jurisdiction of the employer. The employee agrees to perform such duties as assigned, observe and implement such curriculum, standards and policy, and abide by such rules and regulations as may from time to time be put in force by appropriate lawful action either of the employer or the State Board of Education.

2. **Term of contract:** It is understood by the employee that this is a provisional contract, in accordance with O.C.G.A. § 20-2-211(e)(1) and that the term of this contract shall be for a period not to exceed **200 calendar days**, beginning on \_\_\_\_\_, 20\_\_ and ending on \_\_\_\_\_, 20\_\_\_. It is understood that the employer has the right to terminate this contract prior to such ending date or to extend such term of this contract beyond the ending date, in the employer's sole discretion, upon receipt and evaluation of the information required pursuant to Section 20-2-211(e) of the Official Code of Georgia Annotated. An addendum to this contract shall be executed in the event of an extension to the contract term.

3. **Payment:** As a provisional employee, it is understood that the salary for this contract shall be based on the official salary schedule, approved by the State Board of Education for certified personnel employed for a full school year, as defined by the rules of the State Board of Education, which shall be prorated in accordance with the terms of this contract. The employee's salary is based upon a \_\_\_\_\_ certificate level and \_\_\_\_\_ years of creditable service in accordance with the official salary schedule approved by the State Board of Education. The employee will be compensated as follows:

\$ _____ State base salary (based on State Salary Schedule)	*State supplement (Check as appropriate):
\$ _____ State supplement*	___ Principal's supplement (\$ _____)
\$ _____ Local supplement	___ Teacher of the Year (\$ _____)
\$ _____ TOTAL	___ National Board for Professional Teaching Standards certification (min. 10% of state base salary) (\$ _____)
	___ Other _____ (\$ _____)

The salary specified herein may be subject to adjustment according to the Official Code of Georgia Annotated, Title 20, applicable to the classification and type of service to which the employee has been assigned, without obligation by the employer to make up any deficit beyond such sum as shall become uniformly applicable to all employees of the same group, classification, type and length of creditable service, as determined by any law or laws now or hereinafter in operation regulating the financing of public school systems. The salary is conditioned upon the continued availability of state funds under appropriations acts, as well as all amendments thereto, of the General Assembly, with all salaries subject to upward or downward adjustment according to increases or decreases in state funding from the level provided for at the time this contract is signed. The salary stated herein shall be subject to an adjustment on a pro rata basis for the number of employee work days the employee does not complete during the annual school year due to employment after the start of the academic school year, resignation, termination, or employee's absence when there is no accumulated leave to cover such absence, in accordance with the following formula:

$$\left[ \frac{\text{Number of Days in Pay Status}}{190} \right] \times \text{Annual Salary} - \text{Amount Paid} = \text{Amount Due}$$

The number of days in pay status shall be equal to the actual number of employee work days completed by the employee, as defined in the rules of the State Board of Education, and in accordance with the official work schedule adopted by the employer, during the term of this contract. In the event the employee is eligible for and participates in instructional programs for which extended-day or extended-year salaries are earned in accordance with rules of the State Board of Education and the employer, compensation for such services shall be in accordance with the terms and conditions of an addendum to this contract. In the event of the death of the employee during the term of this contract, earned but unpaid salary or other monies will be disbursed to the authorized representative of the employee's estate in accordance with Georgia law.

4. **Certification:** This contract is contingent upon the employee's securing and continuing to hold a valid certificate issued by the Professional Standards Commission, as listed above; however, if the employee is unable to be properly certified, the daily rate of pay may be adjusted to that of a substitute employee retroactive to the beginning date of employment under this contract or to the date the certificate became invalid, whichever is more recent.

5. **Termination:** This contract shall not be terminated by the employee without the written consent of the employer. In the event that the employee does terminate this contract whether by formal notice or by willful failure or refusal to continue duties without such written consent, the employer may recommend to the agency designated by state law to investigate complaints of ethics violations by educators, that action be taken against the employee's certificate or application for certification. This contract shall not be terminated by the employer except as provided for in any law of the State of Georgia presently in force or hereafter enacted pertaining to the retention and dismissal of employees of local boards of education and as provided for in the regulations of the employer.

6. **Other:** Amendments to this contract shall be in writing and signed by both parties. The terms and conditions of this contract are made expressly subject to provisions of the Constitution, laws, and regulations of the State of Georgia and the federal government. The employee hereby certifies that he/she is not under contract to any other board of education, unless such other contract provides no conflict with the duties required by this contract and addendum.

IN WITNESS WHEREOF, the parties have executed this CONTRACT OF EMPLOYMENT in duplicate on the dates shown by each party's signature.

\_\_\_\_\_ Board of Education, \_\_\_\_\_ County, Georgia  
*City or County*

By \_\_\_\_\_ By \_\_\_\_\_  
*Signature of School System Superintendent* *Signature of Employee*

Date of Offer \_\_\_\_\_ Date of Acceptance \_\_\_\_\_

*The Public School Employment Oath of Allegiance on the reverse side must be executed by the employee.*

**NOTE: THIS CONTRACT FORM IS BEING PROVIDED BY THE GEORGIA DEPARTMENT OF EDUCATION AS A SAMPLE ONLY, AND SHOULD BE REVIEWED AND REVISED AS NECESSARY BY EACH LOCAL SCHOOL SYSTEM. THIS IN NO WAY REPRESENTS A MANDATORY FORM TO BE USED BY ANY LOCAL SCHOOL SYSTEM.**

**PUBLIC SCHOOL EMPLOYMENT OATH OF ALLEGIANCE**

State of Georgia

County of \_\_\_\_\_

I, \_\_\_\_\_, a citizen of \_\_\_\_\_ and being an employee of \_\_\_\_\_ and the recipient of public funds for services rendered as such employee, do hereby solemnly swear and affirm that I will support the Constitution of the United States and the Constitution of Georgia.

\_\_\_\_\_  
Signature of Employee

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Required by O.C.G.A. 45-3-11

**Addendum to Contract of Employment**

State of Georgia

County of \_\_\_\_\_

This Addendum is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The terms and conditions of this addendum are made expressly subject to rules and regulations as may, from time to time, be put in force by appropriate lawful action either by the employer or the State Board of Education. The compensation is conditioned upon availability of state funds under appropriations acts, as well as all amendments according to increases or decreases in state funding from the level provided for at the time this addendum is signed.

The following section(s) should be completed as appropriate and both parties must sign and date below to effect such changes or additions (enter "n/a" where not applicable). The contract of employment is hereby modified by this addendum, effective as of the above date, as follows:

**SECTION A: PART-TIME EMPLOYEE**

The employee shall be employed part-time on a \_\_\_\_\_ % basis. The employee's annual salary shall be pro-rated in accordance with this percentage basis. The employee shall have the following duties:

**SECTION B: ADDITIONAL DUTIES (NOT EXTENDED-DAY OR EXTENDED-YEAR)**

The employee shall perform additional duties, not considered extended-day or extended-year duties, beyond those regular employment duties as designated by the employer (example: teacher also performing coaching duties) and in accordance with the rules of the State Board of Education and rules adopted by the employer. These duties shall include the following:

The employee will be paid for such additional duties as follows (i.e. annual addendum supplement, hourly rate, or daily rate): \_\_\_\_\_

**SECTION C: EXTENDED-DAY OR EXTENDED-YEAR**

The employee will perform extended-day or extended-year work as follows (documentation of the fulfillment of the following responsibilities with respect to extended-day and/or extended-year duties is required in accordance with the rules of the State Board of Education.):

Compensation is for time required and work actually performed beyond the employee's normal workday and/or work year as defined in the rules of the State Board of Education. Upon certification that extended-day and/or extended-year work has been performed, compensation will be paid \_\_\_\_\_ at the rate of \$ \_\_\_\_\_ per hour for extended-day work and at the rate of \$ \_\_\_\_\_ per day for extended-year work.

**SECTION D: OTHER**

The terms and conditions of the Contract of Employment are amended as follows:

**SECTION E: PROVISIONAL TO PERMANENT STATUS**

Pursuant to terms of the provisional Contract of Employment, the contract is extended at the sole discretion of the employer. Upon execution of this addendum, this provisional contract shall be extended to the revised ending date of \_\_\_\_\_.

The following must be completed to effect the above section(s):

This addendum is for the responsibilities listed and is renewable at the discretion of the employer identifying services to be performed.

\_\_\_\_\_  
*City or County* Board of Education, \_\_\_\_\_ County, Georgia

By \_\_\_\_\_  
Signature of School System Superintendent

By \_\_\_\_\_  
Signature of Employee

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

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