



Are Your Teacher Contracts Up to Date? 4 Key Provisions to Consider

Insights

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With hiring for next school year underway, now is the perfect time to review your employment contracts. While there is no one-size-fits-all approach, you should make sure that your contracts work for, and not against, your school. The following are four examples of important legal provisions that you should consider.

- **Term:** Your school must decide whether to employ the individual under a set term (the 2022-2023 school year) or on an “at will” basis, with the hope that the employee will work the entire term.
- **Compensation:** You must provide clear information on compensation. For example, how will you pay your teachers (over the course of 10 or 12 months)? How will you handle pay for additional duties? What about overtime? Are you going to make reductions in pay for unpaid leaves or *force majeure* events?
- **Termination:** The termination clause is usually the most common reason why litigation ensues in connection with contracts for teachers. Therefore, it is extremely important that you work with counsel and consider what type of termination clause you are going to use – whether it be termination for cause or without cause, or at-will employment. You should also consider whether you plan on including clauses to address other circumstances such as disability, death, and resignation.
- **Force Majeure:** In light of the challenges brought by the pandemic, many schools should consider strengthening or adding *force majeure* clauses, which excuse one or both parties’ performance obligations when circumstances arise that are beyond the parties’ control and make performance of the contract impractical or impossible.

Of course, there are a number of additional provisions that you should consider, such as clauses outlining job duties, benefits, confidentiality, pre-employment screening, digital images, intellectual property, dispute resolution, electronic signatures and others. You should consult with your employment attorney to ensure that your documents are compliant with state law and protect your school.

Conclusion

If you have any questions, please contact your Fisher Phillips lawyer, the author of this Insight, or any member of our Education Practice Group. Fisher Phillips will continue to monitor further

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