

TEMPORARY EMPLOYMENT CONTRACT

1. 1. Parties and Position

This Temporary Employment Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [COMPANY NAME], a [ENTITY TYPE] located at [COMPANY ADDRESS] (the "Company"), and [EMPLOYEE NAME], residing at [EMPLOYEE ADDRESS] (the "Employee"). The Company employs the Employee on a temporary basis in the position of [JOB TITLE], reporting to [MANAGER NAME AND TITLE] in the [DEPARTMENT] department. The Employee will perform the duties described in the attached position description and other duties reasonably assigned that are consistent with the role. The person signing for the Company represents that they are authorized to do so.

2. 2. Temporary Nature of the Assignment

The Employee is hired as a temporary employee for the purpose of [ASSIGNMENT PURPOSE, e.g., covering a leave of absence, completing the PROJECT NAME project, staffing the seasonal peak period, or providing interim coverage while a permanent role is filled]. The Employee is not a regular, permanent, or indefinite employee, and this assignment carries no expectation of continued employment beyond the end date in Section 3. Completion of the assignment does not entitle the Employee to a permanent position or to consideration for one, although the Employee may apply for open positions on the same basis as any other candidate. The Company will not represent the position as permanent, and the Employee acknowledges that no such representation has been made.

3. 3. Assignment Dates and Anticipated End Date

The assignment begins on [START DATE] and is anticipated to end on [ANTICIPATED END DATE], or on completion of the assignment purpose described in Section 2, whichever occurs first. The end date is an estimate based on current business needs and may be shortened or extended as described in Section 9. Employment ends automatically on the end date without further notice from either Party, and no separate termination notice is required. If the Employee continues to work past the end date without a signed extension, the employment continues on a day-to-day temporary basis on these same terms until it is ended or an extension is signed, and that continuation does not convert the position into a permanent one.

4. 4. At-Will Employment and Early Termination

Notwithstanding the anticipated end date, employment under this Agreement is at will. Either the Employee or the Company may end the employment relationship at any time before the end date, with or without cause and with or without notice, subject only to applicable law. The Parties will use reasonable efforts to give [NOTICE COURTESY PERIOD, e.g., one week] written notice of an early end to the assignment, but failure to do so is not a breach. Nothing in this Agreement guarantees employment through the anticipated end date or for any minimum number of hours, and no statement by any Company representative creates such a guarantee. Only a written amendment signed by [AUTHORIZED OFFICER TITLE] can change the at-will nature of this employment.

5. 5. Work Schedule and Location

The Employee is scheduled to work approximately [WEEKLY HOURS] hours per week, generally [SCHEDULE, e.g., Monday through Friday, 8:00 a.m. to 4:00 p.m.], at [WORK LOCATION]. The Company does not guarantee any minimum number of hours, and the schedule may change based on business needs, project timing, or seasonal volume with reasonable notice. The Employee will report scheduling conflicts and absences to their manager as early as possible and will follow the standard attendance procedures of the Company. Overtime, weekend, or holiday work may be required during peak periods and must be approved in advance by the manager. If the

assignment involves shift work, shift differentials, if any, are described here: [SHIFT DIFFERENTIAL DETAILS OR "none"].

6. 6. Compensation and Payroll

The Company will pay the Employee [PAY RATE, e.g., HOURLY RATE per hour / a salary of AMOUNT per pay period], less all legally required and authorized withholdings and deductions, on the standard payroll schedule of [PAY FREQUENCY] by [PAYMENT METHOD]. The Employee is a W-2 employee of the Company, and the Company will withhold and remit applicable payroll taxes; the Employee is not an independent contractor. If a completion bonus applies, the Company will pay [COMPLETION BONUS AMOUNT] if the Employee remains employed through the anticipated end date and completes the assignment satisfactorily, to the extent permitted by applicable law. Pay rates apply only to this assignment and do not establish a rate for any future engagement. The Employee will report any suspected payroll error to [PAYROLL CONTACT] promptly.

7. 7. Classification, Timekeeping, and Overtime

For purposes of the Fair Labor Standards Act and applicable state wage law, the Employee is classified as [EXEMPT / NON-EXEMPT]. If non-exempt, the Employee will accurately record all hours worked each day, including start and end times and unpaid meal periods, in [TIMEKEEPING SYSTEM], and will not work off the clock. Overtime is paid at the rate required by applicable law for hours worked beyond the applicable daily or weekly threshold and requires advance manager approval; unapproved overtime is a performance issue but is still paid for hours actually worked. The Employee will take all meal and rest breaks required by the law of the state where the work is performed. Temporary status does not affect the overtime, minimum wage, or break rights of the Employee in any way.

8. 8. Benefits Eligibility

As a temporary employee, the Employee [IS / IS NOT] eligible to participate in the group health, dental, vision, retirement, and other benefit plans of the Company, as determined by the eligibility terms of each plan document and by applicable law. Benefits for which the Employee is eligible are: [ELIGIBLE BENEFITS LIST, e.g., statutory sick leave, participation in the retirement plan after the plan-defined service period, workers compensation coverage]. Benefits for which the Employee is not eligible are: [EXCLUDED BENEFITS LIST, e.g., group health coverage, paid holidays, paid vacation, tuition assistance, severance]. The Employee is covered by workers compensation insurance and by all leave entitlements required by federal, state, or local law regardless of temporary status, including any statutory paid sick leave. If the assignment reaches a duration or hours threshold that triggers eligibility under a plan or under applicable law, the Company will provide the required notice and enrollment opportunity. Plan documents and applicable law control all eligibility questions.

9. 9. Extension and Conversion to Regular Employment

The Company may extend the assignment beyond the anticipated end date by providing the Employee with a written extension signed by both Parties, stating a new anticipated end date and any change to pay or duties; all other terms of this Agreement continue to apply to an extension. Repeated or cumulative extensions do not convert the position into a regular one. If the Company decides to offer the Employee a regular position, that offer will be made in a separate written offer letter with its own terms, and the temporary assignment ends when the regular employment begins. Service during the temporary assignment [COUNTS / DOES NOT COUNT] toward seniority, benefit waiting periods, and paid time off accrual in a subsequent regular position, subject to plan terms and applicable law. If the Employee was placed through a staffing agency, any conversion fee arrangement is governed by the agreement between the Company and that agency.

10. 10. Confidentiality and Intellectual Property

The Employee will have access to non-public information of the Company and its customers, including business plans, financial data, pricing, customer lists, source code, and personnel information (the "Confidential Information"). The Employee will use Confidential Information only to perform the assignment, will not disclose it to anyone outside the Company, and will continue to protect it after the assignment ends. All inventions, works of authorship, code, designs, and other materials the Employee creates within the scope of the assignment or using Company time, equipment, or Confidential Information belong to the Company as works made for hire, and to the extent any item does not qualify, the Employee assigns all right, title, and interest in it to the Company. The Employee will sign any documents reasonably requested to record that ownership. Nothing in this Section prevents the Employee from reporting a suspected violation of law to a government agency, and the Employee is notified of the immunity provided by the Defend Trade Secrets Act for confidential disclosures made to a government official or attorney to report or investigate a suspected violation of law.

11. 11. Company Policies and Conduct

The Employee will comply with all Company policies that apply to the workplace, including policies on equal employment opportunity, harassment prevention, safety, attendance, information security, and acceptable use of Company systems, and will complete any required training. Policies are not part of this Agreement and may be changed by the Company at any time, except that no policy alters the at-will relationship described in Section 4. The Employee will not engage in outside work during scheduled hours or use Company resources for personal business. The Employee will disclose any conflict of interest, including a financial interest in a customer, vendor, or competitor, to [CONFLICTS CONTACT]. The Employee confirms that entering this Agreement does not breach any obligation to a former employer and will not bring confidential material of a former employer to the Company.

12. 12. End of Assignment, Return of Property, and Final Pay

On or before the last day of the assignment, the Employee will return all Company property, including equipment, badges, keys, documents, and all copies of Company data in any format or account, and will delete Company data from any personal device or account. The Company will pay the Employee all wages earned through the last day worked, together with any accrued and unused paid leave that is payable under Company policy and applicable state law, on the schedule required by the law of the state where the Employee works. Any final expense reimbursement must be submitted by [FINAL EXPENSE DEADLINE]. The Employee will receive information about continuation of any group health coverage in which they participated, where required by law. The obligations in Section 10 survive the end of the assignment.

13. 13. Governing Law and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws rules, and any dispute will be brought in the state or federal courts located in [VENUE COUNTY AND STATE] unless the Parties have signed a separate arbitration agreement, which would control. This Agreement, with its attachments, is the entire agreement between the Parties regarding the temporary assignment and replaces all prior discussions, except for any separately signed confidentiality, invention assignment, or arbitration agreement, which remain in effect. Amendments, including any extension, must be in writing and signed by the Employee and an authorized representative of the Company. The Company may assign this Agreement to a successor; the Employee may not. If any provision is found unenforceable, the remainder stays in effect and the provision will be narrowed only as far as necessary.

14. 14. Signatures

By signing below, each Party confirms that they have read this Agreement, understand that the position is temporary and at will, and agree to be bound by its terms as of the Effective Date. COMPANY: [COMPANY NAME]. Signature: _____. Printed Name: [COMPANY SIGNER NAME]. Title: [TITLE]. Date: [DATE]. EMPLOYEE: Signature: _____. Printed Name: [EMPLOYEE NAME]. Anticipated End Date Acknowledged: [ANTICIPATED END DATE]. Date: [DATE]. Electronic signatures and counterpart copies have the same effect as original signatures.

15. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Temporary and fixed-term employment raises issues that vary by state, including final pay deadlines, paid sick leave that applies regardless of employment duration, benefit eligibility thresholds under health care and retirement plan rules, and predictive scheduling ordinances in some cities. Staffing agency placements add joint employment considerations. Review and adapt this document for your own facts and jurisdiction, and consult a licensed employment attorney before using it. Use of this template does not create an attorney-client relationship with ScanContract.

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