



**ARCHDIOCESE OF LOS ANGELES  
DEPARTMENT OF CATHOLIC SCHOOLS**

**High School Faculty  
Summer School Employment Agreement  
20\_\_\_\_\_**

**Name of High School:** \_\_\_\_\_

**Name of Teacher:** \_\_\_\_\_

1. **Term.** This School (“the School”) hereby employs you “the Teacher” for the summer school session beginning on June\_\_\_\_, 20\_\_ and ending on July\_\_\_\_, 20\_\_. You are scheduled to teach \_\_\_\_\_ course(s). In the event of your absence for any session or sessions during the course of summer school, you acknowledge that you are not entitled to remuneration for that day.

2. **School Mission and Ministry.** The mission of the School is to develop and promote a Catholic School Faith Community within the philosophy of Catholic education as implemented at the School, and the doctrines, laws and norms of the Catholic Church. A fuller description of the School’s mission is provided in Chapter IV of the Administrative Handbook for Schools which is available online. All your duties and responsibilities shall be performed within this overriding commitment.

You acknowledge and agree that the School retains the right to operate within the philosophy of Catholic education and to retain teachers who demonstrate an ability to develop and maintain a Catholic School Faith Community. You understand and accept that the values of Christian charity, temperance and tolerance apply to your interactions with your supervisors, colleagues, students, parents, staff and all others with whom you come in contact at or on behalf of the School. Accordingly, you are expected to model, teach, and promote behavior in conformity with the teaching of the Roman Catholic Church.

3. **Duties.** The hours of employment on regular summer school days shall be from\_\_\_\_ am until \_\_\_\_pm.

You shall use your best professional efforts and skills to perform your duties in a diligent, energetic, competent, and ethical manner, consistent with the School’s established philosophy and its policies, directives and expected practices. Your duties shall include careful preparation and planning for each class consistent with School and departmental curriculum; diligent review and evaluation of student work and related communication to students and parents; and conferring with students, the administration, and parents as needed regarding each student’s progress and development. You shall attend faculty/staff meetings and conferences, including those prior to and following the School’s summer school session, participate in School activities including School liturgical activities, as requested, and complete other duties as assigned. You agree to maintain the levels of competency in subject matter, teaching methods, classroom management, and student supervision required by the School whether on your own initiative or at the direction of the School. Your duties and job assignment may be revised during the Term to meet the School’s needs. If a natural disaster, act of God, act of a public authority, or any other necessity or emergency interrupts or suspends normal school operations, your services may be rescheduled as needed to complete the summer school session year that applies to this Agreement.

**4. Policies.** You shall be familiar with, and comply with the School's personnel policies and procedures as they may be adopted or amended from time-to-time, including policies in the faculty handbook. You should refer to such documents for information relating to your employment and duties. You shall be familiar with, abide by, and assist and cooperate with School administration in enforcing, the School's policies for students and families whether outlined in our handbook(s), our School policies, or other directives and expected practices (together "Policies"). You understand and acknowledge that the Policies do not constitute a contractual agreement with you.

**5. Termination.** Your employment, and this Agreement, may be terminated during the Term without payment of salary or benefits beyond such date of termination, for any of the following reasons:

- I. The School may terminate for "cause," without any prior notice. Such "cause" shall be determined by the School within its reasonable judgment and shall include but not be limited to:
  - a) Failure to meet any of your duties as described in Paragraph 2, 3 and 4 above.
  - b) Inappropriate physical or social contact with students during school or otherwise.
  - c) Unprofessional or unethical conduct, insubordination, unauthorized disclosure of confidential information, or habitual or unreasonable tardiness or absence from duties.
  - d) Any criminal, immoral or unethical conduct that relates to your duties as a teacher or brings discredit upon the school or the Roman Catholic Church.
  - e) Unauthorized possession of, or working under the influence of, controlled substances (except prescription medications taken as prescribed), intoxicants, or alcohol.
  - f) Threatening or causing bodily harm to others or other coercive and or intimidating acts, or any verbal or physical harassment.
  - g) Having a diploma, credential, permit, license or certificate denied, revoked or suspended.
  - h) Falsification of documents, false or misleading information on an application, resume, personnel record, professional or character reference, academic transcript, degree, or credential.
  - i) Any other breach of the terms of this Agreement.
- II. Either you or the School may terminate this Agreement without cause, for any reason within the sole discretion of the terminating party, upon thirty (30) calendar days' prior written notice to the other party in a manner that is consistent with applicable law and on a time frame that is mutually agreeable to you and the Principal. However, you may not terminate employment under this Agreement if the termination is effective during the thirty (30) days immediately prior to the beginning of the summer school session except by mutual agreement with the Principal. You acknowledge that a breach by you of this provision is a grave ethical violation, may harm the educational program for the students and may cause expenses and damages to the School.
- III. The School may terminate your employment if you are unable to perform the essential functions of your position and reasonable accommodation is not available or required under applicable laws.
- IV. The School reserves the right to cancel the terms of this contract in the event that there is not sufficient enrollment to make the specified class feasible.

V. The School's failure to invoke its right of termination on one occasion for the occurrence of a matter constituting a basis for discharge shall not affect the right of the School to invoke discharge when the same or a different basis for termination arises at a later date.

**6. Work Schedule -- Part Time Teacher**

Summer school teachers are part-time teachers. As a part-time teacher, you understand that your hours of work will be provided to you as scheduled. ("Regular Days Worked").

The School understands that you may need to devote a reasonable amount of time to other school responsibilities and in preparation and assessment activities at hours not during the regular class day (Additional Hours Worked"). The School will compensate you for the Additional Hours Worked up to \_\_\_\_\_ hours in a day and \_\_\_\_\_ hours worked in a week. You hereby agree to comply with all the School's policies and procedures for permission to work beyond \_\_\_\_\_ hours in any day or \_\_\_\_\_ hours in any week.

**7. Base Compensation**

Total Compensation for Regular Hours Worked (not including compensation for Additional Hours Worked): \$ \_\_\_\_\_ (based on \_\_\_\_\_ total number of Regular Hours Worked in the Term, at the rate of \$ \_\_\_\_\_ per hour).

Total budgeted (but not guaranteed) compensation for Additional Hours Worked:  
\$ \_\_\_\_\_ (actual amount will vary depending on actual hours worked over \_\_\_\_\_ in a day \_\_\_\_\_ or in a week).

**8. Payment Schedule**

Compensation for all teachers will be distributed on a semi-monthly schedule. The last payment is to be made at the end of the summer school session after final grades, final exams, roll book, and keys have been submitted.

Date of first payday: \_\_\_\_\_ Date of last payday: \_\_\_\_\_  
(See payroll schedule)

**9. Severability.** If, for any reason, any one or more of the provisions of this Agreement shall be held or deemed to be legally invalid or unenforceable, that shall not have any effect on any of the other provisions of this Agreement, all of which shall remain in full force and effect.

**10. Entire Agreement.** This Agreement contains the complete and entire agreement between you and the School, and it supersedes all prior offers, agreements, commitments, understandings, whether oral or written. No changes to this Agreement may be made except by a document signed by you and the Principal.

**11. Applicable Law.** This Agreement is entered into under, and governed by, the laws of the State of California.

**12. Dispute Resolution and Grievances.** You and the School agree to attempt to resolve any disputes in good faith. Any unresolved dispute between you and the School arising out of or in any way

related to your employment or the termination thereof, shall be subject to the Grievance Procedures promulgated by the Archdiocesan Department of Catholic Schools and no legal actions may be taken until all procedures have been fully discharged. This clause is intended to provide a speedy, economical and exclusive forum for resolving claims; its existence shall not imply any limitations upon the School's right to manage its affairs or terminate any employment.

**13. Conditions.** It is agreed that a condition precedent of this Agreement is the receipt of the Criminal Record Summary report from the California Department of Justice and the Federal Bureau of Investigation, the completion of the I-9 Form from the U.S. Department of Homeland Security, and the completion of the other relevant health and document requirements of the school.

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
**Principal's Signature**

I accept a position as summer school teacher on each and all of the terms and conditions set forth in the above Agreement.

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
**Teacher's Signature**

**Give copy to the faculty member and file the original in his/her personnel file.**