

# SOUTH SHORE CHARTER PUBLIC SCHOOL

## Appointment Agreement

This Appointment Agreement (“Agreement”) is made by and between the South Shore Charter Public School (“SSCPS”) and [REDACTED] (the “Employee”). In consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

- Employment and Term. SSCPS agrees to employ the Employee as a K-12 [REDACTED] Curriculum Coordinator & Teacher on a Full-time 100% FTE basis, and the Employee hereby accepts such employment to work 200 days between August 1, 2021 through June 30, 2022 (the “Term”), unless this Agreement is terminated earlier in accordance with the provisions of this Agreement. This Agreement may be renewed or extended only by written agreement of the parties.
- Responsibilities. The Employee must satisfactorily perform all duties appropriate to his/her/their position during the course of his/her/their employment, in accordance with the Employees job description and any such responsibilities that are otherwise reasonably associated with his/her/their position or directed by SSCPS or the Board of Trustees of SSCPS (“Board”). The Employee must devote his/her/their best efforts and full attention to the performance of such duties and may not engage in any other professional activities that interfere with, conflict with, or in any way hinder the Employee’s ability to perform his/her/their obligations herein without the express written consent of the Board. SSCPS shall set the working conditions of the Employee, including working hours, duties, and professional development requirements. The Employee must maintain a culture that is intellectual, respectful and nurturing of students and consistent with SSCPS’ mission and values.
- Adherence to Policies and Laws. The Employee must adhere to all SSCPS policies, as well as any state or federal laws and regulations in the performance of his or her duties. This includes, but is not limited to laws pertaining to the confidentiality of student record information, mandatory reporting requirements, and policies found in the Employee Guidelines.
- Compensation. SSCPS will pay Employee a salary, for the Term, of \$106610 (“Salary”) based on the Curriculum Coordinator Salary Schedule at Step 8, less all applicable taxes and withholdings, distributed in accordance with SSCPS’s usual payroll practices as may be in effect from time to time. The Employee will be paid this salary for his/her/their work during the Term, regardless of whether the employee chooses to be paid over a 10- or 12-month period. In the event Employee’s employment is terminated for any reason prior to the completion of the Term, SSCPS will pay the Employee his/her/their Salary on a prorated basis to reflect the number of days in which the Employee was employed by SSCPS during the applicable school year.
- Fringe Benefits. Eligible employees may participate in benefit programs specified in SSCPS’s policies, which are subject to change at any time in SSCPS’ sole discretion, and made available to similarly situated employees of SSCPS, including, but not limited to, health and dental insurance benefits.
- Leave. The Employee will earn, and may take, paid personal and sick leave in accordance with the terms of the Employee Guidelines and applicable state and federal law.
- Ability to Perform. The Employee represents to SSCPS that the Employee has no legal restrictions, contractual, regulatory, or otherwise, which would interfere with the Employee’s duties under this

Agreement. The Employee further represents that he/she/they has met all federal and state law requirements to work as a K-12 [REDACTED] Curriculum Coordinator & Teacher in a Massachusetts public charter school.

8. Criminal Background Check. Employment with SSCPS is conditioned upon the completion of a state and national finger-print based criminal history record check and a Massachusetts Criminal Offender Record Information check as required by law, with results that are satisfactory to SSCPS, in SSCPS's sole discretion.

9. Termination of Employment.

- a. *Without Cause*. Either party may terminate this Agreement for any reason, including no reason at all, with five days' written notice to the other party.
- b. *With Cause*. SSCPS may terminate this Agreement immediately, without notice, if SSCPS, in its sole discretion, determines that the Employee: (i) failed to perform his/her/their responsibilities adequately; (ii) violated any provision of the Employee Guidelines; or (iii) engaged in any conduct which SSCPS determines, in its sole discretion, is not in the best interests of any member of the SSCPS community or is otherwise detrimental to SSCPS.

10. Governing Law and Venue. The parties agree that this Agreement is governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts. Accordingly, in the event of a dispute arising out of, in connection with, or relating to this Agreement, the parties shall bring such dispute to a Court of the Commonwealth of Massachusetts located in Plymouth County.

11. Severability. If any clause or provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, or by operation of any applicable law, the parties agree that the validity of the remaining clauses and provision of the Agreement are not affected and will remain in full force and effect.

12. Non-Waiver. No restriction, condition, obligation or provision contained in this Agreement shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

13. Counterparts; Signature. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and both of which together shall constitute one agreement. Signed signature pages may be transmitted by facsimile, electronic mail in portable document format (.pdf), or by any other similar electronic means intended to preserve the original graphic and pictorial appearance of a document, shall be deemed an original signature for all purpose, and will have the same force and effect as a manually-signed original.

IN WITNESS WHEREOF, the SSCPS has caused to be executed and the Employee has executed this Agreement as of Wednesday, June 2, 2021.

The employee's signature below signifies his or her agreement to abide by the terms of this Agreement.

\_\_\_\_\_  
Alicia Savage, Executive Director

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\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed