

Bailey Charter Elementary School
Employment Agreement for Licensed Personnel
2021-2022 School Year

This Employment Agreement ("Agreement") shall be effective **June 7, 2022**, between **BAILEY CHARTER ELEMENTARY SCHOOL**, a Nevada public charter school ("School") and **Kelly Wales** ("Employee"). In consideration of the mutual promises, covenants and agreements hereinafter set forth and pursuant to the laws of the State of Nevada regarding charter schools, the School and Employee agree as follows:

- 1) **Employment:** The School hereby employs the undersigned as an **Interim Assistant Principal**; Employee accepts such employment with the School. Employee agrees to perform the duties of the position, including but not limited to, the Professional Expectations set forth in Exhibit A and other duties as reasonably required by the School, for the term and upon the other terms and conditions set forth in this Agreement.
- 2) **Term:** Unless terminated at an earlier date in accordance with the terms of this Agreement, the term of the Employee's employment hereunder shall be for the remainder of the school year as determined by the Board of Directors ("Board") of the School. Employee agrees to provide services to the School until **June 30, 2022**.
- 3) **Compensation:**
 - a) **Salary:** In consideration of the faithful performance of the above duties and responsibilities to and on behalf of the School, the School agrees to pay Employee during the term of Employee's employment with the School a daily rate of **\$456.11** as based on placement at Range 39 Step 15c, 10-month on the *2021-2022 Salary Schedule* (Exhibit C) for Elementary School Assistant Principal.
 - b) **Payment:** Employee shall be paid twice monthly during the term of the Agreement commencing on **June 30, 2022 and ending on July 15, 2022**. The School will withhold all federal, state, city or other taxes as shall be required pursuant to any law or government regulation or ruling, and all other approved deductions authorized in writing by the Employee. Employee is responsible for notifying the School of any errors in payment of the salary as shown above.
- 4) **Benefits:** The Benefits provided for Employee are covered in the Employee Handbook. The School reserves the right to change benefits at any time.
- 5) **Obligations of the Employee:**
 - a) **Personnel File:** Employee agrees that prior to executing this Agreement s/he will provide the School with all required documentation to complete the personnel file and will ensure that personnel file is up-to-date at all times by notifying the School of any changes in employee's name, telephone number, home and mailing address, marital status, number of dependents, beneficiary designations, licenses and certifications, scholastic achievements, and the individuals to notify in case of an emergency.
 - b) **Licenses and Certification:** Employee agrees to obtain and maintain a valid certificate issued by the Nevada Department of Education authorizing Employee to work in his or her assigned area, and a current CPR certification. This Agreement shall not become effective until the Employee shall have received and provided to the School a valid certificate(s) from the Nevada Department of Education at Carson City, Nevada, certifying that the Employee is qualified in all areas for which Employee has been employed, and shall have submitted to School satisfactory proof thereof. In addition, the Employee's failure to obtain and/or maintain a valid certificate issued by the Nevada Department of Education providing authorization to work in the assigned area is a basis for immediate termination.
- 6) **Rules:** Employee acknowledges that he or she has received a copy of and agrees to abide by the current policies and administrative regulations of the School, including but not limited to those set forth in the Employee Handbook and the Professional Expectations set forth in Exhibit A, as may be amended from time to time by the Board during the term of this Agreement.

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- 7) **Reassignment:** The School reserves the right at any time during the term of this Agreement to reassign the Employee to other certified services provided that no reduction in salary will be made due to reassignment.
- 8) **Termination:** The Employee may be terminated, dismissed, or suspended without pay during the term of this Agreement for any of the following reasons:
- a) Inefficiency;
 - b) Immorality;
 - c) Unprofessional conduct;
 - d) Insubordination;
 - e) Neglect of duty;
 - f) Physical or mental incapacity;
 - g) A reduction in workforce or student enrollment;
 - h) Conviction of a felony or of a crime involving moral turpitude;
 - i) Inadequate performance;
 - j) Evident unfitness for service;
 - k) Failure to comply with such reasonable requirements as Board may prescribe;
 - l) Failure to show normal improvement and evidence of professional training and growth;
 - m) Advocating overthrow of the Government of the United States or of the State of Nevada by force, violence or other unlawful means, or the advocating or teaching of communism with the intent to indoctrinate pupils to subscribe to communistic philosophy;
 - n) Any cause which constitutes grounds for the revocation of a teacher's license;
 - o) Willful neglect or failure to observe and carry out the requirements of the position;
 - p) Dishonesty;
 - q) Breaches in the security or confidentiality of the questions and answers of the achievement and proficiency examinations that are administered to students;
 - r) Intentional failure to observe and carry out the requirements of a plan to ensure the security of examinations adopted pursuant to [NRS 389.616](#) or [389.620](#);
 - s) An intentional violation of [NRS 388.5265](#) or [388.527](#);
 - t) Knowingly and willfully failing to comply with the provisions of [NRS 388.135](#) and [NRS 388.1351](#);
 - u) A violation of the School policies or procedures; or
 - v) Insufficient funding of the School, lower than expected student enrollment at the School, or budget shortfall.
 - w) Termination of the contract or charter between the School and Washoe County School District or the Nevada Department of Education.

In addition, the School may take such other disciplinary actions against Employee as are allowed by any applicable federal or state law and as determined by the Principal or the Board of the School.

- 9) **Background Check:** This Agreement is contingent upon a satisfactory background and criminal record check as required by law and Employee shall be deemed employed only on a conditional basis until the report of a satisfactory check has been received.
- 10) **Binding Effect:** Each covenant and condition of this Agreement shall be binding on and inure solely to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.
- 11) **Governing Law:** This agreement will be governed by the laws of the State of Nevada without regard to conflicts of laws principles.
- 12) **Severability:** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect.

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13) Entire Agreement: This agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, oral or written, between the parties hereto.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date below.

Michelle Engebretson, Principal

Date

Signature of Kelly Wales

Date

Nevada Department of Education License #

Expiration Date

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EXHIBIT A: PROFESSIONAL EXPECTATIONS

It shall be the responsibility of the teachers of Bailey Charter Elementary School to cooperate with the Principal in performing the following duties:

- 1) To be familiar with personnel policies which are maintained by the Principal.
- 2) To follow the course of study, the rules and regulations of the Board of Directors, and the school laws of the state that pertain to the duties and responsibilities of the position.
- 3) To provide promptly all reports required by the Board of Directors, the Principal, and other state or local administrative agencies.
- 4) To advise the Principal in case of illness or necessary absence at the earliest possible time and to complete any forms that may be required for absence of duty.
- 5) To cooperate fully in the implementation of the health services to pupils, as developed by the school and assisted by medical professionals.
- 6) To exemplify mutual courtesy, consideration, loyalty in all relations with the Principal, staff and such special teachers, supervisors, and health officials as the Board of Directors may appoint.
- 7) Communication skills: To speak coherently, logically, and write in an easily understood style with correct grammar and spelling; to use appropriate non-verbal modes of communication and voice modulation to establish rapport.
- 8) Teaching effectiveness: To facilitate student development in integrating new knowledge, applying new learning in problem solving and decision making, acquiring desirable attitudes toward learning and promoting high standards of academic performance.
- 9) Planning and organizing: To plan appropriate daily and long-range lessons; to evaluate plans against objectives; to involve students in setting objectives; to incorporate school and community resources.
- 10) Teaching: to use a variety of strategies, methods, materials and activities; to be creative and stimulating; to relate subject matter to experience of students; to provide direct instruction to individuals, small groups or large groups with appropriate modifications and interventions.
- 11) Content: To possess knowledge of the major concepts, vocabulary and inquiry methods of the subject matter field; to integrate subject with other area of study.
- 12) Supervision and control: To manage student behavior through positive discipline; to monitor flow of students and events during instruction to maximize learning; to design space, routines, records, materials, and activities, for optimal learning to occur.
- 13) Assessment and diagnosis: To evaluate student achievement; to determine developmental levels and needs; to use a variety of effective evaluation techniques and instruments to complement instruction; to evaluate teaching/learning and make appropriate adjustments.
- 14) Professional commitment to teaching: To practice continuous self-evaluation leading to improvement; to comply with necessary organizational policies/ procedures; to demonstrate professional ethics; to fulfill teaching responsibilities; to participate in extra-curricular activities; to exhibit enthusiasm for teaching.
- 15) Liking and respect for students: To believe all students can learn and succeed; to care and accept all students; to accord genuine respect and courtesy to students; to respond positively to students' request for help.
- 16) Ability to learn: To adapt to new situations; to demonstrate acquisition of strong general knowledge; to model willingness to learn; to strive to improve and refine own teaching skills.
- 17) Interpersonal relations: To demonstrate positive relationships with students and parents/guardians; to participate in conferences with colleagues and parents/guardians on students' needs and progress; to establish a warm environment in which each student feels successful and productive and each parent/guardian feels informed and welcome to participate in their child's education.
- 18) Dress: Dress and grooming are individual and personal matters and the primary responsibility for dress and grooming rests with the staff member. However, the School reserves the right to insist that the dress and grooming of staff must not present potential health or safety problems or cause disruptions. The Employee Handbook requires staff members to dress in a professional manner.

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