

Agreement Between

The School of Arts and Enterprise

And

**The School of Arts and Enterprise
Teachers Association, CTA/NEA**

July 1, 2021

To

June 30, 2024

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AGREEMENT
BETWEEN
THE SCHOOL OF ARTS AND ENTERPRISE
AND
THE SCHOOL OF ARTS AND ENTERPRISE TEACHERS ASSOCIATION CTA/NEA

This Agreement made and entered into by and between The School of Arts and Enterprise, a not-for-profit California Corporation, which together with its administrative staff and representatives shall be referred to in this Agreement as the “Board” or “SAE” or “School” and The School of Arts and Enterprise Teachers Association CTA/NEA, the certificated employees’ exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as the “SAETA,” includes all of the following articles and provisions. Agreed on February 2, 2022; ratified by the SAETA membership on February 21, 2022; and ratified by The SAE Board on March 10, 2022.

Agreed in Bargaining:

For The School of Arts and Enterprise

For The School of Arts and Enterprise
Teachers Association CTA/NEA

Jon Gundry, Executive Director

Andrew Ortiz, SAETA President

ARTICLE 1

AGREEMENT

- 1.1** This Agreement is made and entered into by and between The School of Arts and Enterprise, a not-for-profit California Corporation, which together with its administrative staff and representatives shall be referred to in this Agreement as the “Board” or “SAE” or “School” and The School of Arts and Enterprise Teachers Association CTA/NEA, the certificated employees’ exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as the “SAETA.”
- 1.2** This Agreement is entered into pursuant to Chapter 103, Sections 3540-3549 of the Government Code which shall be referred to as the “EERA.”
- 1.3** This Agreement shall remain in full force and effect until June 30, 2021.

ARTICLE 2

RECOGNITION

- 2.1** SAE recognizes the SAETA as the exclusive representative of all teachers for the School, excluding all day-to-day substitutes, all management, all confidential, and all supervisory personnel, as defined by the EERA.
- 2.2** The terms and provisions of this Agreement shall be applied and interpreted in a manner consistent with the EERA.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.1 It is understood and agreed that SAE retains all of its powers and authority to direct, manage and control its operations to the full extent of the law. While input from the staff may be considered and decisions will be derived in a collaborative model, final decisions will rest with SAE. SAE's rights include, but are not limited to, the following rights to:
- Determine the school intention and overall program design as described in the charter;
 - Establish educational policies with respect to admitting students;
 - Determine staffing patterns and design;
 - Determine the number of personnel and kinds of personnel required;
 - Ensure the rights and educational opportunities of all students;
 - Maintain Board operations;
 - Move or modify facilities;
 - Establish budget procedures and determine budgetary allocations;
 - Determine the methods of raising revenue; and
 - Contract out work and take action on any matter in the event of an emergency, consistent with any limitations in this Agreement.
- 3.2 The exercise of the foregoing powers, rights, authority, duties, responsibilities by SAE, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 3.3 SAE retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency, which shall be considered only when there is a clear and present danger to the safety of students or employees, or when failure to act would result in cessation of operation of the School.
- 3.4 SAE understands that in the formative years of a school certain leeway and flexibilities are necessary to build it. SAE recognizes that for SAE to succeed, the School and SAETA must maintain fluid communication and a willingness to work out issues and concerns with student interests at the basis of each decision.

ARTICLE 4

SAETA RIGHTS

4.1 The SAETA has the right under the EERA to represent bargaining unit members in their employment relations with SAE. Nothing in this Agreement shall be construed as a waiver of such rights.

4.2 Unit Member Mailboxes

4.2.1 The SAETA shall have the right to use unit member mailboxes for SAETA-related communications to unit members without interference, censorship, or examination of such communications by SAE.

4.3 Bulletin Boards

4.3.1 The SAETA shall have the right to post notices of activities and matters of SAETA concern on SAETA bulletin boards, at least one (1) of which shall be provided at each school site in areas frequented by unit members.

4.4 Use of Buildings and Equipment

4.4.1 With a minimum of two (2) working days advance notice, the SAETA shall have the right to use SAE buildings, sites, and equipment during all reasonable hours for meetings and other SAETA activities. The School shall respond to the request within one (1) working day and permission shall not be unreasonably denied.

4.4.2 The SAETA shall have the right to use SAE educational technology equipment and/or studios so long as such use does not interfere with the School's regular instructional program. In the event any cost accrues to SAE under this provision, the SAETA shall reimburse the School that cost.

4.4.3 Long distance or toll calls related to SAETA business shall be made on unit members' personal cell phones and reimbursed by the SAETA.

4.5 Reserved Meeting Times

4.5.1 SAE and Site Administration shall not schedule activities requiring the presence of SAETA members during the period from 4:00 p.m. to 5:00 p.m. on the first and third Mondays of each month. This time shall be reserved for the conduct of SAETA business except when waived by express written mutual agreement of the parties.

4.6 SAETA President Release Time

4.6.1 The SAETA President shall have available release time with one (1) working day prior notice to the administration for up to ten (10) days per school year to perform SAETA business *with pay*. The time shall be provided in a manner mutually acceptable to the SAETA President and his/her immediate supervisor.

4.6.2 The SAETA retains the right to question policies and decisions and will expect in situations where mistakes are made that remedies will be discussed and worked out for future so that mistakes will not be repeated.

4.7 Union Release Days

4.7.1 The SAETA officer(s) or their designee(s) shall be provided with a combined total of seven (7) days leave to use for union related business. Notification to SAE of use of these days shall be by the SAETA President. Union release days shall not apply to negotiations meetings.

4.8 Right to Representation

4.8.1 Unit members shall have a right to a SAETA representative in any investigatory or disciplinary meeting which they reasonably believe may result in disciplinary action against them.

ARTICLE 5

WORK YEAR AND HOURS OF EMPLOYMENT

5.1 Work Year

- 5.1.1 Unit members shall work a total of one hundred eighty-nine (189) days, which includes one hundred eighty-two (182) days of instruction and eight (8) pupil free days.
- a. There will be five (3) days of inservice before school begins for all unit members, where one and one-half (1½) days will be for collaboration including preparing course syllabi, and one and one-half (1 1/2) day will be dedicated to classroom setup and other individual preparation for instruction.
 - b. There will be one (1) day after school ends for all unit members. On this post-instructional day, the morning will be devoted to completing grades and other operational requirements such as student attendance and other. “checkout” requirements. The afternoon will be for administration led professional development.
 - c. The other four (4) professional growth days will be scheduled during the school year, to provide for two (2) days each semester.
- 5.1.2 New teachers will have up to four (4) preservice days, at the school’s discretion but announced in advance, to be paid at \$25 per hour for up to 6 hours per day. Veteran teachers who, by mutual agreement, assist at this orientation will be paid at the same rate.

5.2 Work Day

- 5.2.1 The professional workday shall include the student day, staff meetings and time needed for preparation/collaboration. The bell schedules and on-site obligations are set forth in **Appendix A**. At a minimum, all instructional staff members are to be in their classrooms or assigned locations preparing for the day no later than fifteen (15) minutes prior to the beginning of the instructional day, and in their classrooms welcoming and supervising students at least five (5) minutes prior to the beginning of instruction in order to provide for bell-to-bell instruction. Unit members are to remain on site until at least fifteen (15) minutes after the end of the instructional day. If requested by the unit member, SAE may make modifications to a unit member’s work day schedule referenced herein for Arts Core teachers on a case-by-case basis depending upon pre-approved rehearsal/event schedules in recognition of additional time spent providing direct instructional services (such as rehearsals and performances) to students outside of regular instructional hours.

5.2.2 Professional Obligations.

- a. Unit members are also expected to attend all professional obligations whether or not performed during the normal agreement day. Required obligations include the following: after-school tutoring/clubs for high school (one (1) hour two (2) days per week tutoring or one (1) hour of tutoring and one (1) hour of a club), team meetings, Student Study Team meetings, Individual Education Plan (“IEP”) meetings, School as a Whole (“SAW”) meetings (as noted below), parent conferences, project culminations (twice annually until projects are redefined by SAE and unit members consistent with Common Core), Back-to-School Night, middle school promotion dance (middle school faculty) or high school graduation (high school faculty), and supervision of student activities (two (2) per year) and/or clubs.
- b. Project culmination days occurring on a Saturday will be followed by a Monday pupil free day, with teachers being permitted to work off-site for the first two (2) hours of the day.
- c. Arts core teachers who receive a stipend shall, as a condition of receiving the stipend, participate in the Meet Your Majors Night that corresponds to their content area.
- d. All unit members are required to participate in three (3) of the four (4) SAW meetings each year as follows: two (2) of the meetings will be designated as required for all unit members, one (1) of the meetings will be required for all academic teachers, and one (1) meeting will be required for all arts core teachers.
- e. The first SAW meeting of the school year will be held on the same evening as Back to School Night.

5.2.3 Students may have a shortened day while unit members meet and plan together for an allotted amount of time. The professional development calendar and agenda for these meetings will be developed with input from unit members and the SAE administration.

5.2.4 Teacher Leadership

The following councils are established pursuant to The SAE’s Charter Petition and LCAP and will meet twice monthly, for one (1) hour per meeting:

- a. Steering Committee Council (“SCC”) will be comprised of grade level team leaders, who will serve with two (2) administrators (over student services) and parents. The SCC will be responsible for planning quarterly SAW meetings and will focus on LCAP Goals 1 and 4 (parent involvement).

- b. School Site Leadership Team (“SSLT”) will be comprised of two (2) administrators (over curriculum and instruction) and all department chairs. The SSLT will be responsible for assisting with professional development, testing including benchmarks, curriculum and instruction, and focus on LCAP Goals 2, 3, and 4.
- c. The yearly meeting schedule for SCC and SSLT will be provided to Committee members during the first week of PD. In the event a meeting needs to be cancelled, twenty-four (24) hours’ notice will be given to all members of that Committee.

These meetings are not subject to the limitation of Section 5.2.5, since participation in a major part of the responsibility for which stipends are provided to SSLT members (see **Appendix B**)

- 5.2.5 Staff meetings (excluding the twice monthly SCC and SSLT meetings, which are not subject to this limitation) and additional professional development meetings may be called after the regular work day with twenty-four (24) hours’ notice to take up school business that was otherwise not completed in the regularly scheduled meetings. These meetings will be limited to thirty (30) hours per professional work year and no more than five (5) hours per month. In any year in which the School is going through accreditation, charter renewal, or charter revocation, these meetings will be limited to forty (40) hours. A meeting that is cancelled with less than twenty-four (24) hours will still count toward the annual and monthly limits.
- 5.2.6 For each unit member, no less than an average of seventy (70) minutes shall be provided for personal/team preparation time each regular day. For part-time unit members, an average of a half-block shall be provided for personal/team preparation time each regular work day. If this time shall be spent off campus, the unit member needs to notify the Executive Director or designee. If a teacher is required to cover another teacher’s class during his/her preparation time, then the teacher will only be required to cover a maximum of two (2) times without compensation during the school year. Additional coverage will be compensated at the teacher’s regular hourly rate (but no less than \$25 per hour) for the time spend providing coverage.
- 5.2.7 For full-time unit members, there will be a duty-free lunch period not less than thirty (30) minutes.
- 5.2.8 The SAE observes the following fourteen (14) holidays each year:

New Year’s Eve, New Year’s Day, Martin Luther King’s Birthday, Lincoln’s Birthday, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Day Before Thanksgiving, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas included in Winter Break. In addition,

the SAE is will close for five (5) consecutive days during the month of March or April each year, in observance of Spring Break, and is also closed for approximately ten (10) days during December/January in observance of Winter Break. These breaks in the school calendar include paid holidays for all unit members during each break period.

- 5.2.9 Depending upon the availability of funds, unit members may be required to attend “Summer Curriculum Development” scheduled pursuant to mutual agreement. Unit members will receive a stipend as compensation for this time and will receive notice of required attendance by no later than April 30.

ARTICLE 6

NON-DISCRIMINATION

- 6.1** SAE will comply with all applicable state and federal law regarding discrimination and will maintain a comprehensive process to ensure any employee with a complaint or concern may bring such matters to the School's attention for resolution. Further, nothing in this article shall constitute a waiver of a unit member's rights to process a discrimination claim through an appropriate government agency, or a court of competent jurisdiction.
- 6.2** SAE is aware and acknowledges that it is unlawful to discriminate because of race, color, national origin, religion, sex, sexual orientation, gender identity and/or expression age, disability, marital status, political affiliation, domicile, or any other class of individuals protected from discrimination under State or Federal Law, membership in an employee organization, participation in the activities of an employee organization or union affiliation or exercise of the rights contained in this Agreement.
- 6.3** Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

ARTICLE 7

GRIEVANCE PROCEDURES

7.1 Definitions

7.1.1 A “grievance” is a claim by one or more unit members or SAETA that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.

7.1.2 The “grievant” is the unit member, unit members, or SAETA making the claim.

7.2 Rights of Representation

A grievant may be represented at all stages of the grievance by an SAETA representative(s).

7.3 No Reprisals

No reprisals of any kind will be taken by SAE or by any member or representative of the administration or SAE against any grievant, any party in interest, any bargaining unit member, the SAETA, or any other participant in the grievance procedure by reason of such participation.

7.4 Procedures

If a unit member has a grievance that does not involve discrimination or harassment, the unit member should communicate following the steps below:

Informal Level

7.4.1 Every effort should be made to resolve the grievance informally between the Union and the Director. A conference between the Union and the Director shall take place within fifteen (15) work days of the occurrence or omission which caused the grievance.

Level One: Executive Director

7.4.2 If the grievance is not resolved with the grievant, a concise summary of the grievance shall be submitted to the Executive Director in writing using the grievance form attached as **Appendix C** within seven (7) work days from the initial conference, detailing the article or articles of the contract allegedly violated and any supporting documents or materials. A conference shall take place within ten (10) work days of submission of the grievance summary. A written response will be returned by the Executive Director within five (5) work days of the conference.

Level Two: Mediation

- 7.4.3 If the grievance is not resolved with the grievant, SAETA may request that a conciliator/mediator from the California Mediation/Conciliation Service or any other mutually agreeable dispute resolution center, be assigned to assist the parties in the resolution of the grievance.
- 7.4.4 Unless impractical, the mediator, within ten (10) work days of the request shall meet with the parties for the purpose of resolving the grievance.
- 7.4.5 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the parties.

Level Three: Arbitration

- 7.4.6 In the event that the parties have not resolved the grievance with the assistance of the conciliator/mediator, the parties shall seek an arbitrator from the State Mediation and Conciliation Services.
- 7.4.7 The decision of the arbitrator shall be submitted to SAETA and SAE and will be final and binding upon the parties. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the conciliator/mediator only after she/he has had an opportunity to hear the merits of the grievance.
- 7.4.8 All costs for the services of the conciliator/mediator and/or arbitration, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be borne equally by SAE and SAETA. All other costs, except for released-time for the grievant(s), SAETA representative(s), and witnesses, shall be borne by the party incurring them.

7.5 Miscellaneous

- 7.5.1 SAETA, either on its own behalf or on behalf of more than one affected unit member, may initiate a grievance at 7.4.3.
- 7.5.2 When it is necessary for a representative designated by SAETA to investigate a grievance or attend a grievance meeting or hearing during the day, she/he shall be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings or hearings as a witness will be accorded the same right.
- 7.5.3 Except for disciplinary records and attachments deemed valid by an arbitrator, all documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any unit member.

7.5.4 Upon mutual agreement of SAETA and SAE, a grievance may be taken directly to conciliation/mediation.

ARTICLE 8

SAFETY CONDITIONS

- 8.1** Unit members shall be responsible to report, in writing to his/her immediate supervisor any unsafe, hazardous, unhealthy, or potentially dangerous working condition. A response will be provided to the unit member within a time frame, which reflects the urgency of the concern, but in no event later than two (2) weeks.
- 8.2** SAE shall assume the responsibility to investigate all conditions, which are reported to be unsafe, hazardous, unhealthy, or potentially dangerous and shall take necessary steps to have the conditions remedied. SAE shall institute such emergency safety precautions as deemed necessary.
- 8.3** Unit members who elect to drive students on an extracurricular field trip shall have the prior approval of the Executive Director. All drivers shall present a valid driver's license and proof of liability insurance. As required by State Law, in case of accident the driver's insurance shall be primary, the School's secondary.
- 8.4** Unit members shall continue to assume liability for their own vehicles.
- 8.5** Personal property, which is to be used within the classroom for instructional purposes, must be registered/logged in the school office and authorized by the administrator in charge before being brought onto the campus. All such items must be insured by the unit member. SAE will be responsible for damages or theft to said items up to the amount of the insurance deductible.
- 8.6** Unit members are prohibited from removing any SAE property from the School campus without the advance written approval of the SAE Executive Director, Director, or designee.

ARTICLE 9

CLASS SIZE

- 9.1** Except as noted below, the Board shall restrict class sizes to an average of thirty-two (32) students per class with a maximum of thirty-five (35) students in any single class.

This limitation does not apply to activity classes for which the class average will be restricted to thirty-six (36) students per class with a maximum of thirty-eight (38) students in any single class, such as: Dance, Physical Education, Theater Arts, Vocal Music and Instrumental Music. Classroom space must accommodate the number of students for the class activities.

Every student will be added to Power School (or other SIS system in use) and will be provided with a desk, chair, and instructional materials within one (1) week of entering the class.

Friday Afternoon Arts, House, ASB, and SAE Support Classes will not be used in the calculation of class size.

- 9.2** If thirty (30) calendar days following the first instructional day of the semester, the number of students enrolled in a class exceeds the maximum as provided above, there will be a conference between the affected teacher and the Executive Director to address and resolve the class size overage. The affected teacher has the right to be accompanied and/or represented by a SAETA representative. Mutually agreed resolutions may include lower class sizes in other sections, instructional aide support, limited adjunct supervisory duties, additional curricular support materials, and other ideas which may come into the discussion.

ARTICLE 10

ORGANIZATIONAL SECURITY

10.1 Dues Deduction

10.1.1 The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the SAETA. SAE shall deduct other voluntary payments as authorized by unit members and represented by SAETA to SAE. SAETA members who currently have authorization cards on file for the above purposes need not be resolicited. Membership dues, initiation fees, and general assessments, upon formal written request from the SAETA to SAE, shall be increased or decreased without resolicitation and authorization from unit members upon SAETA providing to SAE sufficient notification of the change, with a copy of the notification provided to members.

10.1.2 Any unit member who is a member of the SAETA or who has applied for membership, may sign and deliver to SAETA an assignment authorizing deduction of membership dues, initiation fees, and general assessments of the SAETA. Pursuant to such authorization, as represented by SAETA, SAE shall deduct one-eleventh (1/11) of such dues from the regular salary check of the unit member each month for eleven (11) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

10.1.3 With respect to all sums deducted by SAE pursuant to this Article, SAE agrees to remit such moneys promptly to the SAETA accompanied by an alphabetical list of unit members, including their names, addresses, and work locations for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

10.2 Maintenance of Membership

10.2.1 The SAE shall honor the terms of the employee's written authorization for payroll deductions as represented by the SAETA. Employee requests to cancel or change authorizations for payroll deductions to the SAETA shall be directed to the SAETA, which will be responsible for processing these requests. The SAE shall rely on information provided by the SAETA regarding whether deductions were properly cancelled or changed. The employee's revocable written authorization shall remain in effect until expressly revoked in writing by the employee to the SAETA President pursuant to the express terms of the written authorization.

10.3 Indemnification

The SAETA shall indemnify the SAE for any claims made by employees regarding the legality, propriety, or amount of deductions made in reliance on notification and/or information provided by the SAETA pursuant to this Article.

ARTICLE 11

EMPLOYMENT STATUS

11.1 Employment Rights: During the initial first three (3) complete and consecutive years of employment with SAE, all employment at SAE is on a probationary year-to-year fixed term basis. During this probationary term, the unit member may be released from employment without cause if the unit member is provided severance in the amount of one (1) month's salary. Annual non-renewal of employment during the first three (3) years of employment will be on an at-will basis. This means either party may terminate employment at the end of a contract year without advance notice or cause. Should a unit member be offered an employment contract for the fourth consecutive year of employment with SAE, the contract shall be a fixed-term annual contract, but suspension without pay or termination during the term of employment may only be for cause as defined herein. Annual non-renewal of such for cause contracts may only occur if the unit member is provided with (a) a written warning of non-renewal no later than April 15, (b) an annual evaluation that is unsatisfactory, and (c) a notice of non-renewal by or before May 24th of the school year.

A complete year of service is defined as active, full-time service for at least seventy-five percent (75%) of the instructional days in that year.

Charter revocation or nonrenewal shall terminate any and all employment rights consistent with the effective date of revocation or nonrenewal of the charter.

11.2 For Cause Discipline:

The following independently or collectively are causes for discipline:

- Unsatisfactory performance (pursuant to the requirements of Article 12);
- Discourteous or disrespectful treatment of others, including parents or staff;
- Dishonesty, including any falsifying of employment records, employment information, or other School records;
- Theft or deliberate or careless damage or destruction of any School property, or the property of any employee or student;
- Unauthorized use of School equipment, time, materials, or facilities;
- Possession of any firearms or any other dangerous weapons on School premises at any time;
- Possession of any intoxicant on School grounds, including alcohol or controlled substances (unless such substances are supported by a valid prescription);
- Conviction of any felony or crime of moral turpitude;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management;
- Absence without leave, repeated tardiness or abuse of leave privileges;
- Unprofessional conduct;
- Violating any safety, health, security or School policy, rule, or procedure or

- engaging in any conduct which risks injury to the employee or others;
- Engaging in conduct which constitutes a material conflict of interest;
- Committing of or being involved in any act of unlawful harassment of another individual;
- Failure to maintain appropriate credential(s) required for the position;
- Failure of good conduct either during or outside duty hours tending to injure the public service; and
- Abandonment of position.

11.2.2 For Cause Suspension or Dismissal Process

- a. Suspension or dismissal shall be initiated in writing by the Executive Director of SAE by providing Notice of Recommended Discipline (“Recommendation”) and serving such Recommendation upon the unit member in person or by certified mail. A copy of the Recommendation shall also be provided to the Association President. The Recommendation shall contain a statement, in ordinary language, of the factual basis upon which the disciplinary action is based, any rule or regulation alleged to have been violated, and the proposed penalty. The unit member shall also be given a copy of any documentary materials upon which such action is based and a statement of the unit member’s right to respond, verbally and in writing, within five (5) working days prior to the proposed discipline being imposed, unless by agreement of both the Executive Director and the unit member, this deadline is extended. Following this period, the Executive Director may provide Notice of Discipline to be served upon the unit member in person or by certified mail.
- b. If the unit member wishes to appeal the imposition of disciplinary action to the Board of SAE, the appeal must be filed with the office of the Executive Director within ten (10) work days from the time the Notice of Discipline is served on the unit member. The appeal must be made in writing and delivered to the office of the Executive Director. The unit member shall be entitled to appear personally before the Board to present any evidence or testimony to contest the Notice of Discipline. This appeal to the Board is not an evidentiary hearing. If the unit member chooses to be accompanied by legal counsel or a union representative at such meeting, the unit member shall bear any cost therein involved. Within ten (10) work days of the appeal meeting, the unit member shall be provided a written decision setting forth the decision of the Board.

During the pendency of any disciplinary proceedings, the School reserves the right to place the unit member on paid administrative leave status.

11.2.3 Reference to or Reliance upon the Education Code

The parties expressly agree that the Education Code provisions for certificated

discipline (suspension or dismissal) and interpreting case law do not apply to SAE.

ARTICLE 12

PROCEDURES FOR EVALUATION

The terms of this Article shall not be interpreted in any manner which alters or is inconsistent with the rights and obligations specified in the article of this Agreement addressing Employment Status.

12.1 Purpose:

The evaluation process includes an administrative assessment/observation of evidence concerning the quality of teaching based upon the standards as defined herein. The primary purpose of evaluation is the improvement of the professional practice of all unit members and thereby the improvement of the quality of education for all students of this school. To this end, the process is designed with the following additional goals:

- 12.1.1 To contribute to the professional growth of the evaluatee,
- 12.1.2 To provide for the continuous progress of students in a productive learning environment, and
- 12.1.3 To provide assistance and remediation to employees whose performance is less than satisfactory.

12.2 Evaluation System and Criteria

12.2.1 The SAETA and the SAE recognize the evaluation process as a framework for on-going opportunities for professional growth and development to improve both teaching and learning. The evaluation process shall provide for instructional growth at every point in the educator's career, give increased help and supervision to struggling educators and ensure ample opportunities for leadership development. Further, the process will provide relevant and constructive feedback, including opportunities for peer involvement for advisory and support purposes, and integration with professional development and the necessary resources for teachers to improve their practice and enhance student learning.

12.2.2 Unit members are evaluated by the SAE's Executive Director or administrative designee, based on a number of criteria, including the following criteria:

- 12.2.2.1 The California Standards for the Teaching Profession
- 12.2.2.2 Satisfactory performance of job duties;
- 12.2.2.3 Conduct and Attendance;
- 12.2.2.4 Personal contributions and accomplishments;
- 12.2.2.5 Teaching effectiveness;
- 12.2.2.6 Effective implementation and knowledge of curriculum;
- 12.2.2.7 Student progress as referenced from assessment measures.

12.2.3 Unit members shall demonstrate that they can plan, implement, and evaluate their instructional program. Unit members shall demonstrate their ability to work as colleagues. Unit members shall be able to work as a team with other faculty, students, and parents.

12.2.4 The teacher evaluation process is based on meeting the standards outlined in 12.2.2 above, as well as achieving goals and targets established by the California State Board of Education and meeting individual standards by the SAE

12.3 Designations

Unit members shall be designated as Novice Teacher, Professional Teacher, Master Teacher, and Expert Teacher.

12.4 Evaluator

12.4.1 The unit member's designated administrator shall be responsible for evaluating the unit member. Unless an evaluating administrator becomes unavailable, there shall be no more than one evaluator assigned to any individual unit member in any single school year.

12.4.2 A unit member may not evaluate another unit member. Nothing in this Section is to be construed to preclude support, assistance, or coaching from department or grade level chairs or other peers.

12.5 Frequency of Evaluation

12.5.1 Probationary unit members shall be formally evaluated once annually, and subject to reasonable amounts of informal observations by the administration.

12.5.2 Unit members who have completed their probationary period may be evaluated every other year.

12.5.3 Unit members who will complete one hundred thirty-five (135) working days during the school year shall be evaluated under the terms of this Article.

12.5.4 Unit members who will not complete one hundred thirty-five (135) working days during the school year may be evaluated.

12.6 Process for Evaluation

12.6.1 Goal Setting Conference

12.6.1.1 All unit members shall meet with their evaluator to set annual goals within thirty (30) working days from the start of a bargaining

unit member's work year. At the Goal Setting Conference, the following items shall be discussed: objectives, standards, and evidence to be achieved during the evaluation period, including the unit member's proposed student target goals.

12.6.1.2 The unit member and evaluator will work collaboratively to discuss and reach agreement on the unit member's objectives for the year and the strategies that the unit member will use to achieve his/her objectives. This shall be accomplished through one or more planning conferences to discuss proposed objectives. Although teachers are responsible for all of the standards, the unit member and the evaluator will mutually agree on two (2) elements each from the following standards as the focus of the evaluation:

- Novice Teachers – Standards 2, 4, 6;
- Professional Teachers – Standards 3, 5, 6;
- Master Teachers – All Standards;
- Expert Teachers – All Standards.

12.6.1.3 During the course of the evaluation period, circumstances may change which require modification of the original goals, strategies, and/or objectives. The evaluator and/or unit member may initiate discussions and propose a change of these goals, strategies, and/or objectives.

12.6.2 Informal Observations

Informal Observations may be conducted at any time throughout the year and need not be pre-conferenced or written. If, during an informal observation, the evaluator notices serious concerns, then the evaluator must meet with the unit member within five (5) work days, or within a reasonable time as agreed by the evaluator and the unit member, to discuss these concerns. In said discussion, concerns should be noted with specific written recommendations for improvement as well as meaningful guidance and assistance necessary to help the employee improve performance.

12.6.3 Formal Observations

12.6.3.1 Frequency:

At least one (1) formal written observation shall occur prior to the President's Day break in February. If concerns are noted, coaching will be provided to the member and a follow-up observation will be scheduled between 20 and 30 school days later or otherwise by mutual agreement to verify improvement in the areas of concern.

Unless concerns arise justifying additional formal classroom observations, there shall be no more than two (2) per year.

12.6.3.2 Scheduling:

The formal written observation shall be mutually arranged at least two (2) working days in advance of the formal observation. The formal observation shall be preceded by a pre-conference to discuss the observation lesson. At that time, a discussion of the observation lesson will take place. Formal Classroom Observations shall last for no fewer than thirty (30) minutes.

A change in time of the formal observation may be requested by either the unit member or the evaluator, if necessary, at least one (1) working day in advance of the formal observation.

12.6.3.3 Post-Observation Conference:

The evaluator and the unit member will meet within five (5) working days to review the formal classroom observation. The conference shall include a discussion of the standards observed during the formal observation, the administrator's observations, the unit member's self-reflection, any professional evidence submitted in advance, and the evaluator's recommendations for improvement. The evaluator will offer appropriate counseling and assistance.

12.6.3.4 Post-Observation Report with Recommendations, Guidance & Assistance:

Within five (5) working days of the conference, the evaluator will provide the unit member with a written formal observation report. If the evaluator notes any serious concerns, the formal observation report must include specific written recommendations for improvement as well as meaningful guidance and assistance necessary to help the unit member improve performance or to maintain a distinguished rating. The evaluator and the unit member will sign a copy of the observation report. The signature of the unit member shall indicate receipt of the document, not necessarily agreement therewith.

12.6.3.5 It is understood by both parties that the formal Observation Report is not the sole determinant of a unit member's overall rating in the Annual Summative Evaluation Report.

12.6.4 Correcting Deficiencies

In the case of serious concerns noted in an observation, the evaluator shall take action to assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include providing evidence of the deficiency in meeting standards and recommendations for improvement. The evaluator shall offer direct assistance to implement such recommendations. Provision of additional resources to assist with improvement may include but is not limited to the following: peer support, peer assistance, peer coaching, professional development, observation of demonstration lessons, administrator determined and accompanied visitations to other classes and other techniques to measure improvement, time scheduled to monitor progress. If appropriate, an Improvement Plan will be issued pursuant to Section 12.8

12.6.5 Professional Evidence

- 12.6.5.1 The teacher may collect evidence that will demonstrate effective work in the classroom, the school and the community. For example, the evidence might include a sample of the curriculum unit, a video of a successful lesson, a survey created to assess parents' reactions to home-school communications, or work generated as part of a team.
- 12.6.5.2 Each item should be accompanied by a brief narrative discussion why the item was included, what school goal, and performance standard or student achievement goal it supports.
- 12.6.5.3 Evidence to be considered for the Summative Annual Evaluation should be submitted to the principal or designee by May 10 of each year and will be returned upon completion of the Evaluation.

12.7 **Summative Annual Evaluation**

- 12.7.1 The designated administrator shall produce the Summative Annual Evaluation of each teacher, based upon information gathered from formal and informal observations, conferences, student performance data, and the teacher's evidence (if provided). Any deficiencies which may have been brought to the attention of the unit member and which have been subsequently corrected shall either be noted as corrected or shall not be included in the Summative Annual Evaluation form. **(Appendix D.)**
- 12.7.2 No later than May 24, an evaluation conference will be held to discuss the results of the annual evaluation with any unit member in danger of receiving a final evaluation of "Does Not Meet Standards." The Evaluator will provide the unit member with a copy of the Summative Annual Evaluation form. **(Appendix D.)** Unit members receiving "Meets Standards" or better will be issued the Summative Annual Evaluation by the last work day.

12.7.3 The Evaluator and the unit member will sign a copy of the evaluation. The signature of the unit member shall indicate receipt of the document, not necessarily agreement therewith.

12.7.4 The unit member shall have ten (10) working days to review the evaluation and add a written response. Any written response of the unit member to the evaluation shall be attached to the evaluation and included in the unit member's personnel file.

12.7.5 Any deficiency noted in the evaluation will be clearly stated by the evaluator. Specific recommendations will be made as to how the unit member can correct the deficiency and assistance will be given toward correcting the deficiency. The correction of this deficiency will become a stated goal in the evaluation process for the next school year.

12.8 **Improvement Plans**

Any unit member who is at risk of receiving a formal evaluation Unsatisfactory shall be placed on an improvement plan.

12.8.1 Improvement plans are intended to provide support to unit members on a specific area of challenge and to recommend preventive measures to address any serious deficiencies.

12.8.2 Improvement plans shall include the following:

12.8.2.1 NOTIFICATION to the unit member that deficiencies exist

12.8.2.2 An EXPLANATION of deficiencies and suggested corrections

12.8.2.3 If appropriate administrative, supervisory and/or peer ASSISTANCE

12.8.2.4 A reasonable and clear TIME for the unit member to demonstrate correction of deficiencies.

12.9 **Possible Revisions**

SAE and representatives from SAETA will form a task force/committee to meet as needed to discuss possible revisions to the evaluation article and evaluation forms, and to make policy recommendations to improve the timeliness of evaluations. The Committee will be comprised of three (3) teachers (respectively representing middle school, high school, and the arts) and three (3) administrators.

Twice each year, the committee will be provided with a report listing teachers to be evaluated (with names redacted) and the following information:

- Date of the goal setting conference,
- Date of the formal observation pre-conference,
- Date of formal observation, and
- Date of the post-observation conference.

ARTICLE 13

LEAVE PROVISIONS

13.1 Sick Leave

- 13.1.1 Full-time probationary unit members shall be entitled to eight (8) days sick leave with full pay for each school year for purposes of personal illness or injury. Beginning July 1, 2019, full-time unit members who have completed their probationary period (Section 11.1) shall be entitled to ten (10) days of sick leave each year. Unit members who work less than full-time shall be entitled to a portion of the eight (8) days sick leave on a prorated basis.
- 13.1.2 Leave may be used for personal illness of the unit member or a member of the unit member's immediate family. Immediate family includes parents, spouse, domestic partner, children, grandchild, brother, sister or grandparent by blood or by marriage. The unit member's leave bank shall be credited with a full year's sick leave at the end of his/her first complete working day of the school year.
- 13.1.3 While unit members are permitted to accrue an unlimited number of sick days, use of sick days in any single year is limited to ten (10) days. In the event of a serious illness, as verified by a medical certification from the treating health care professional, the unit member may use up to twenty (20) sick days in a year. In cases of catastrophic illness, as demonstrated by medical certification, the Board may grant the use of additional sick days beyond twenty (20) days in its sole and unreviewable discretion. For pregnancy disability, members will be allowed to use their entire balance of sick leave.
- 13.1.4 Any sick days accumulated but unused, if applicable, will be transferred to a public school employer upon separation from employment. Unit members will not be paid for unused sick time upon separation from employment. Upon retirement, the unit member's accrued sick leave, if any, may be applied towards service credit in accordance with the State Teachers Retirement System ("STRS") regulations. A unit member who leaves SAE prior to completion of a full school year and has used more leave than earned shall have the cost of the excess leave deducted from their final paycheck.
- 13.1.5 Whenever possible, a unit member must call the Executive Director or designee as soon as the need to be absent is known, but in no event less than one-and-a-half (1-1/2) hours prior to the start of the work day unless it was an emergency to permit the employer time to secure a substitute service. Unit members may report their absence as a one-day only absence. If the absence needs to be extended, the unit member needs to notify the Executive Director or designee as soon as possible. For absences of three (3) consecutive work days or more, SAE may require a medical certification. If requested, unit members may be expected to

present a medical certification certifying the unit member's fitness to return to duty after an illness/injury.

13.1.6 In the event that a unit member requests a substitute and decides to attend work anyway, the unit member will still be using a sick leave day.

13.1.7 In the event that a unit member can arrange for substitute coverage by another unit member at no cost to the School, there will be no deduction to the unit member's accrued sick leave. Any such arrangement must be approved in advance by SAE and shall not impact SAE's rights as outlined in 5.2.3.

13.1.8 Unit members shall be required to record their absences using the appropriate form(s) provided by SAE. Failure to record an absence within fifteen (15) days of the absence shall result in the missed day(s) being unpaid.

13.2 Personal Necessity Leave

13.2.1 A unit member may use up to three (3) days of sick leave for personal necessity leave per year.

13.2.2 Uses of personal necessity leave may include, but are not limited to, death or serious illness of a member of the unit member's immediate family (this is in addition to Bereavement Leave), an accident involving the unit member's person or property, or the person or property of an immediate family member, adoption of a child, the birth of child making it necessary for a unit member who is the father of the child to be absent from his position during work hours, attendance at conferences, personal legal matters, religious observances, and business matters that cannot be conducted outside of the workday.

13.2.3 Unit members shall submit a request for use of personal necessity leave to their immediate supervisor at least three (3) days prior to the beginning date of the leave, except where extenuating circumstances make this impossible. Unit members are not required to disclose the reason for personal necessity leave unless utilizing it for two (2) consecutive days in a year.

13.3 Bereavement Leave

A unit member shall be granted a leave of absence for the death or imminent death of any member of the immediate family without loss of pay or deduction from other leave benefits found in this Article. This leave shall be for three (3) days, unless travel of more than 200 miles is required; in such case the length of the leave shall be for five (5) days.

13.4 Leave Rights

13.4.1 Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits, and retirement credit in the same amounts as if they were

not on leave. Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of that pay period. Thereafter, they shall be allowed continued benefits at their own expense.

13.4.2 Consistent with applicable law, a unit member returning from paid leave shall be entitled to return to the same position and assignment she/he had prior to the leave.

13.5 Industrial Accident Leave

13.5.1 Unit member shall be entitled to industrial accident and illness leave consistent with applicable law and under the provisions of the existing insurance carrier.

13.5.2 A unit member claiming an industrial accident or illness leave may be subject to examination by a physician designated by the Board's insurance carrier to assist in determining the qualification and the length of time during which the teacher will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury or illness involved.

13.6 Judicial Leave

13.6.1 It is encouraged for unit members to attend to jury duty during non-school time.

13.6.2 Unit members shall be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror for up to five (5) days of pay reimbursement.

13.6.3 Any compensation, less any mileage expenses, received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the school site so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of nor less than, her/his regular pay.

13.7 Leaves Without Pay

Leaves without pay (Pregnancy Disability leave, Family and Medical leave, and California Family Rights Act leave) shall be further defined in **Appendix E**.

The applications for and granting of such leaves of absence shall be in writing to the Executive Director. Applications shall be given careful consideration and any denial will be set forth in writing with reasons on the basis of the best interest of the organization.

Unit members on leaves without pay shall be permitted participation in the Board Insurance Programs by making premium payments directly to the School. In addition, a unit member on such leave shall notify the Executive Director by March 1st of the school

year as to intent to return to employment in the school. Failure to notify may be considered an abandonment of position and forfeiture of all insurance benefits.

13.7.1 Pregnancy Disability, Family/Medical, and California Family Rights Act Leaves

SAE shall provide Pregnancy Disability Leave, Family and Medical Leave Act leave and California Family Rights Act leave to unit members consistent with applicable state and federal law and regulations.

13.7.2 Military and Military Spousal Leave of Absence

SAE shall grant a military leave of absence to any unit member who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (“USERRA”).

13.7.3 Unpaid Leave of Absence

Upon recommendation of the Board President and approval by the Board of Trustees, an unpaid leave of absence may be granted for a period not to exceed one (1) school year for the following purposes: care for a member of the immediate family who is ill, long-term illness of the unit member, service in an elected public office, educational travel, professional study or research or public service. Extension of such leaves may be granted at the sole discretion of the Board.

13.8 Catastrophic Leave or Injury Leave

Catastrophic injury or illness is defined as a life-threatening injury or illness of an employee which totally incapacitates the employee from work, as verified by a licensed physician, and forces the employee to exhaust all leave time earned by that employee, resulting in the loss of compensation for the employee. Conditions that are short-term in nature, including, but not limited to, common illnesses such as influenza and the measles, and common injuries, are not catastrophic. Acute chronic illnesses or injuries, such as cancer or major surgery, which result in intermittent absences from work and which are long-term in nature and require long recuperation periods may be considered catastrophic. However, common conditions such as back pain, a broken limb, or influenza shall not be considered catastrophic. SAE shall create a catastrophic leave program as follows:

13.8.1 Catastrophic leave requests must be submitted in writing to SAE. (See **Appendix F**.) Any employee who received eligible sick leave credits under this program shall first exhaust all paid leave he/she has accrued.

13.8.2 The Executive Director shall determine whether or not to grant a request for “Catastrophic Leave” based on verification by a medical doctor as to the nature of the illness or injury, anticipated length of absence and the prognosis

for recovery. All information provided by the employee requesting leave shall be held in strict confidence by SAE and shall be isolated from other employment records as required by applicable law.

- 13.8.3 Employees may donate one (1) or two (2) sick days to an employee who has been approved by the Executive Director for catastrophic leave. These days shall then be added to the employee's bank who was approved for catastrophic leave. Each employee who chooses to donate days must retain at least five (5) sick leave days for his/her own account.
- 13.8.4 Any donation/transfer of illness days is irrevocable. Employees who donate days lose the donated days whether or not the days are used by the recipient.
- 13.8.5 The employee donating days shall authorize the donation in writing specifying the donor, the number of days being donated, and that the donation is irrevocable.
- 13.8.6 If an employee is probationary at the time of taking a catastrophic leave, that employee's probationary status will resume upon return to work from such leave.
- 13.8.7 Employees utilizing Catastrophic Leave shall have reinstatement rights in accordance with applicable law.

ARTICLE 14

COMPENSATION AND BENEFITS

14.1 Compensation

14.1.1 Effective the first of the month following ratification, the Certificated Salary Schedule will be increased across the board by four percent (4%) and will be retroactively paid for the 2021-2022 school year the next pay period after ratification.

A. Off-Schedule Bonus Payments

i. Retention Bonus: Semester 1 will be paid immediately on pay period after ratification and the second semester will be paid on the June 10 2022 payroll cycle. The SAE shall provide an off-schedule bonus payment of three percent (3%) of regular wages earned in 2021-2022 to all unit members in active status as of the last instructional day.

ii. ADA Bonus: An additional bonus payment will be paid to all unit members who worked in 2021-2022 and remain employed as of "P-1" in October 2022 if average daily attendance ("ADA") increase up to the following levels"

ADA 688-695: one percent (1%)

ADA 696-707: two percent (2%)

ADA 708-719: three percent (3%)

ADA 720+: four percent (4%)

B. Additional Salary Steps: Five (5) additional steps will be added to the salary schedule.

The revised/updated Salary Schedule is attached as Appendix G.

14.1.2 Any unit members serving in a stipend role shall be compensated per the Stipend Schedule as set forth in **Appendix B**. Stipend amounts shall be in addition to each unit member's base salary and paid in two equal installments (half at the end of each semester), subject to regular withholdings.

14.2 Benefits

14.2.1 SAE shall make available to full-time unit members health and welfare benefits in accordance with the applicable plan(s) as set forth in **Appendix H**.

Eligibility for and duration of health and welfare benefits shall be in accordance with the applicable health benefits plan(s).

- 14.2.2 SAE shall contribute a capped amount per unit member annually to be utilized for payment of health benefits premiums as applicable. Unit members shall be responsible for any costs exceeding the employer contribution. Employee benefits are as described in the Appendix.
- 14.2.3 Unit members working over twenty (20) hours per week, but fewer than thirty (30) hours per week, shall be eligible for the benefits package, with SAE's contribution limited to fifty (50%) percent of the capped amount for full time members (as provided in Section 14.2.2), and the part time unit member will be responsible to pay any costs over such contribution.
- 14.2.4 Unexpended funds for unit member coverage shall be placed into a pool as the Board's contribution towards unfunded dependent coverage.
- 14.2.5 At least once annually, prior to the open enrollment period, SAE will schedule a staff-wide presentation by the insurance provider to provide information and answer questions about plan options, costs and benefits.
- 14.2.6 SAE shall make available a 403(b) plan.
- 14.2.7 SAE shall make available life insurance and long-term care insurance.
- 14.2.8 SAE shall provide retirement benefits through STRS.

ARTICLE 15

LAYOFFS

- 15.1** This article shall not be interpreted in a manner which is inconsistent with the rights of unit members as enumerated in the article of this Agreement entitled “Employment Rights.”
- 15.2** Layoffs may occur at the end of the year due to lack of work and/or lack of funds.
- 15.3** There shall be no layoffs during the current school year unless mutually agreed upon by SAETA and SAE.
- 15.4** Notice of layoffs will be given by June 1.
- 15.5** If a layoff takes place the following criteria will be used:
- Credentials and qualifications of the unit member;
 - Annual performance evaluations; and
 - Expertise and relevant experience.
- 15.6** In the absence of substantial distinguishing differences in the above criteria, length of service at the site shall be the determining factor.
- 15.7** If a unit member is given a notice of layoff and his/her position is still viable before or after the start of the school year, SAE must offer the unit member the right to that position. The right to this position shall be applicable for the next school term.

ARTICLE 16

PROFESSIONAL GROWTH

- 16.1 The parties to this Agreement recognize that in order for The SAE to maintain its organizational vigor and best serve its students it is necessary to develop a systematic, on-going, program of professional growth and development.
- 16.2 The parties further recognize that the professional development of SAE faculty is both a personal and institutional responsibility of the unit members, their Association and SAE.
- 16.3 The parties commit to jointly plan in-service programs that will further professional development of individual unit members and advance the mission of SAE.
- 16.3.1 The School Site Leadership Team (“SSLT”) shall recommend to SAE a budget deemed appropriate to accomplish the jointly agreed upon annual in-service activities and be responsible for planning and developing all such activities.
- 16.3.2 When possible, in-service activities shall include participation/instruction from both SAE administration and unit members in order to encourage the sharing of specialized knowledge, skills, and abilities to better develop and advance the SAE teaching staff.
- 16.3.3 Members will receive a calendar with professional development sessions for the following month or longer, including dates when team leads and department chairs need to meet with their respective groups. This calendar will be provided at least one week in advance. Annual PD goals, updated each semester, will also be communicated to members
- 16.4 The parties to this Agreement will work together to foster partnerships with institutions of higher education to provide resources for the development of The SAE and its faculty members. The parties will consult each other and with SSLT with the aim of having outside consultants provide professional growth twice a year, to the extent financially feasible.
- 16.5 Subject to SAE’s discretion to make final decisions regarding budgetary matters, it is the intent of the parties to maintain an on-going financial commitment to assist unit members in their professional development. Fairness and equal access to such assistance is critical to any professional development assistance program.

ARTICLE 17

MISCELLANEOUS LEGAL PROVISIONS

17.1 Savings

17.1.1 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, then such provisions shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

17.1.2 It is further agreed that within fifteen (15) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.

17.2 Statutory Changes

17.2.1 Improvements in benefits included in this Agreement, which are brought about by applicable amendments or additions of statutory guarantees now provided in California or federal law to California charter schools, shall be incorporated into this Agreement.

17.2.2 Reduction or elimination of benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within fifteen (15) working days of such amendment or repeal to negotiate whether or not such amendments or repeals shall be incorporated into this Agreement. Absent an agreement, no reduction or elimination of statutory guarantees of benefits included in this Agreement shall apply.

17.3 Maintenance of Standards

17.3.1 SAE shall not unilaterally reduce or eliminate any benefits or professional advantages, which were enjoyed by unit members as of the effective date of this Agreement.

17.3.2 The parties to this Agreement shall not interpret or apply this Agreement, any of its terms, or the work rules, which implement this Agreement in a manner that is inconsistent with applicable law and/or EERA regulations.

17.4 Modification or Waiver of Provisions

17.4.1 The Parties to this Agreement recognize that there may exist circumstances where specific modifications or waiver of provisions may be mutually deemed desirable. Such agreements to modify or waive provisions shall be specific as to the provisions affected, set forth in writing, signed and dated by the parties.

17.5 Subcontracting

17.5.1 The parties to this Agreement recognize that the duties and work performed by the bargaining unit described in Article 2 shall be performed only by unit members and shall not be subcontracted or otherwise transferred out of the bargaining unit.

ARTICLE 18

NEGOTIATIONS AND TERM

18.1 Negotiations

- 18.1.1 No later than June 30th of the year in which this Agreement expires, the Association and SAE shall submit their initial proposals to each other for a successor Agreement. SAE shall give proper public notice of such proposals at the first Board of Directors meeting following the submission of the proposals.
- 18.1.2 The parties shall commence to meet and negotiate on re-openers or a successor Agreement beginning no later than five (5) days after the completion of the public notice requirements listed above. Any Agreement reached between the parties shall be reduced to writing and signed by them. For re-openers, in addition to compensation and health benefits, each party may re-open two (2) articles.
- 18.1.3 SAE shall make available a copy of the Agreement to unit members upon request. SAE shall post the Agreement on the internal school website.
- 18.1.4 Negotiations meetings will be scheduled as mutually agreed upon by both parties. Association representatives appointed for the purpose of meeting and negotiating will receive release time from duties without loss of compensation as per the EERA. (Govt. Code Section 3543.1).

18.2 Term

- 18.2.1 This Agreement shall remain in full force and effect up to and including June 30, 2024. For each year under the contract, in addition to compensation, benefits, and calendar, each party may re-open two (2) articles of their choosing.
- 18.2.2 Any provisions of this Agreement that are not requested to be modified, amended or terminated as indicated in the parties' initial proposal presented for the new Agreement to be negotiated, shall remain in full force and effect and be automatically adopted and incorporated in the new Agreement.

Appendix G

SAE PROPOSED SALARY SCALE ^{(1), (2)}						
Step	BA/CTE	BA+15	BA+30	BA+45/MA	BA+60/MA +15	BA+75/MA +30/Doc
1	49,858	51,979	54,101	56,222	58,344	60,466
2	50,388	52,510	54,631	56,753	58,874	60,996
3	51,449	53,570	55,692	57,814	59,935	62,057
4	53,339	55,537	57,737	60,032	62,312	64,518
5	55,235	57,505	59,783	62,242	64,694	66,984
6	57,125	59,472	61,828	64,460	67,081	69,456
7	59,025	61,441	63,875	66,669	69,452	71,911
8	60,919	63,407	65,919	68,879	71,835	74,378
9	62,814	65,371	67,960	71,097	74,218	76,845
10	64,700	67,338	70,005	73,312	76,592	79,303
11	66,598	69,309	72,054	75,527	78,973	81,768
12	66,598	71,277	74,100	77,739	81,348	84,227
13	66,598	71,277	74,100	79,953	83,728	86,692
14	66,598	71,277	74,100	79,953	86,107	89,155
15	66,598	71,277	74,100	79,953	88,690	91,617
16	68,596	73,416	76,323	82,351	92,238	95,282
17	68,596	75,618	78,613	84,822	95,927	99,093
18	68,596	75,618	80,971	87,366	98,805	102,066
19	68,596	75,618	80,971	89,987	101,769	105,128
20	68,596	75,618	80,971	89,987	104,822	108,281