

**SIDE LETTER AGREEMENT
BETWEEN
THE SCHOOL OF ARTS AND ENTERPRISE
&
THE SCHOOL OF ARTS AND ENTERPRISE TEACHERS ASSOCIATION, CTA/NEA
REGARDING A MODIFICATION TO THE EVALUATION TIMELINE
TO ALLOW FOR ADDITIONAL TIME
FOR RETURNING UNIT MEMBERS TO MEET WITH THEIR EVALUATORS**

August 15, 2022

This Side Letter Agreement is entered into between The School of Arts and Enterprise (“The SAE”) and The School of Arts and Enterprise Teachers Association, CTA/NEA (“SAETA”) as follows:

WHEREAS, The SAE is an independent public charter school, authorized by the State Board of Education (“SBE”); and

WHEREAS, SAETA is 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; and

WHEREAS, The SAE and SAETA operate pursuant to a Collective Bargaining Agreement (“CBA”) which, among other things, provides timelines for the process of evaluating unit members; and

WHEREAS, CBA Article 12, Section 12.6.1.1 requires unit members to meet with their evaluators to set annual goals within thirty (30) working days from the start of the work year; and

WHEREAS, the parties desire to provide returning unit members additional time to meet with their evaluators; and

NOW THEREFORE, the parties do hereby agree to enter into the following Side Letter Agreement setting forth a temporary change to the evaluation timeline for 2022-2023 as follows:

AGREEMENT:

1. For the 2022-2023 school year only, newly hired unit members (those who began employment at The SAE on or after July 1, 2022) will meet with their evaluators to set annual goals within thirty (30) working days from the start of the work year;
2. All other unit members will meet with their evaluator during the first quarter of instruction, but no later than October 7, 2022;
3. This Side Letter Agreement does not and will not serve as precedent in any manner;
4. This Side Letter Agreement is limited to the 2022-2023 school year and therefore expires on June 30, 2023; and

5. Nothing herein precludes the parties from mutually entering into a subsequent agreement to modify or extend the terms and conditions set forth in this Side Letter Agreement, but no representations have been made by either party regarding any intentions to do so.

Signatures:

The parties acknowledge and agree to the above terms including that it does not and will not serve as precedent in any manner.

AGREED:

Date: 8/23/2022

DocuSigned by:

Joseph Romero

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**Joseph Gabe Romero, President
SAETA**

Date: 8/23/2022

DocuSigned by:

Jon Gundry

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**Jon Gundry, Chief Executive Officer
The School of Arts and Enterprise**

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