

TENTATIVE AGREEMENT

This Tentative Agreement is entered into by and between the California Military Institute (“Charter”) and California Military Institute Teachers Association (“CMITA”). The Charter and CMITA may be referred to herein as “Party” or collectively as “Parties”.

Any issue, subject, or matter discussed by the Charter and the CMITA during the reopener negotiations not contained in this document shall be considered withdrawn by the party presenting it. Any “oral agreement” or “understanding” not reflected in writing herein shall have no force or effect.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE VII PROFESSIONAL WORK DAY/WORK YEAR (Status Quo on the Article with the following exception)

4. Adjunct Duties

a. As part of the professional work day, unit members are responsible for participating in annual Back-to-School Night, Open House, IEP meetings, Promotion Ceremonies (as necessary by teaching assignment), and Parent Conferences. To the extent possible, IEP Meetings shall be held during the unit member’s work day and shall not interfere with a 30-minute duty-free lunch period. The day following Back-to-School Night and Open House shall be designated as a late-start day for unit members that **will begin one hour after the normal start time**, unless the following day is a non-student day, Charter holiday, or weekend.

ARTICLE X LEAVES OF ABSENCE (Status Quo on the Article with the following exceptions)

2. Extended Illness/Injury Leave.

a. Unit members who have exhausted all available sick leave, including all accumulated sick leave, and continue to be absent from duty on account of personal illness/injury shall be paid half the unit member’s daily rate for up to an additional sixty (60) working days during a thirty-six (36) rolling calendar month period. This shall be referred to as half-pay. The half-pay shall apply to unit members who are absent for either a portion of their work day or their entire day.

b. Unit members shall be permitted to utilize this Extended Illness/Injury Leave intermittently as needed during the thirty-six month period. The unit member must also supply the Charter with a physician’s certification verifying each day of absence and a release to return work prior to resuming active duty.

23. Personal Necessity and Personal Discretion Leave

a. Earned sick leave may be used, at the employee's discretion, for the purposes of personal necessity or personal discretion, provided that use of sick leave does not exceed eight (8) days in any year. Except in emergency situations, all requests for personal necessity or discretion leave must be pre-approved by the Principal or designee.

b. Of the eight (8) days available for personal necessity, unit members can use up to five (5) days for personal discretion.

c. Neither personal necessity or personal discretion leave can be used to extend a holiday or non-student day.

34. Pregnancy, Paternity or Adoption

Unit members may use up to the lesser of ten (10) days or 50% of their unused sick leave for pregnancy, paternity or adoption. Leave must be used in a single block

45. Catastrophic Leave

A catastrophic leave program will be developed by a committee made up of unit members and Charter management.

Bargaining unit members may participate in the Charter catastrophic leave program. Catastrophic illness or injury is one that is expected to require the employee to be off work for an extended period of time for their illness or injury, or that of an immediate family member. The employee requesting leave must submit a doctor's statement confirming the need for the leave.

Once the request has been received in the Perris Union High School District Human Resources office, a request for donation will be sent to all bargaining unit members. The request will not identify the requestor by name.

56. Bereavement

Unit members shall be provided up to three (3) days of bereavement leave for the death of an immediate family member. Immediate family is defined as mother, father, grandmother, grandfather, or a grandchild, step-mother or step-father, employee's spouse or child, son-in-law, daughter-in-law, step-child, brother, sister or any other relative living in the immediate household of the employee.

67. Jury Duty

Unit members shall be entitled to as many days of paid leave as are necessary to for Jury Duty service. The unit member will notify administration as soon as possible. The unit member will

make a reasonable attempt to postpone Jury Duty service to dates when school is not in session. Verification of duty will be required.

78. Absence Reporting

Unit members shall report any absences no later than two and one-half (2½) hours prior to the beginning of the unit members work day in the manner prescribed by the Charter.

Dated this 27th day of January 2021

California Military Institute Teachers Association (CMITA):

DocuSigned by:
Jane Scibilia
286859E239B94CE...
Jane Scibilia
Negotiations Chairperson, CMITA

DocuSigned by:
Angel Love-Behrens
A46D4DD5314C4D3...
Angel Love-Behrens
Negotiations Member, CMITA

DocuSigned by:
Victor Murillo
F87E2C7DBC78431...
Victor Murillo
Negotiations Member, CMITA

DocuSigned by:
Mitchell James Osborn
FE6CB10904C24BA...
Mitchell Osborn
Negotiations Member, CMITA

DocuSigned by:
Lorraine Turner
0140DDEC5A64401...
Lorraine Turner
Negotiations Member, CMITA

California Military Institute:

DocuSigned by:
Nicholas Hilton
D0FF5000E4E4460...
Nicholas Hilton
Director, Human Resources

DocuSigned by:
Kirk Skorpanich
3BC724E6A37846D...
Kirk Skorpanich
Assistant Superintendent, Human Resources

DocuSigned by:
Candace Reines
02FD0DD154B1B4EF...
Candace Reines
Deputy Superintendent, Business Services

DocuSigned by:
I. Nicholas Milosavljevic
349B593E581C4C7...
Igor Nicholas Milosavljevic
Principal, California Military Institute