

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by the Charter and the CMITA during the reopener negotiations not contained in this document shall be considered withdrawn by the party presenting it.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 VIII CERTIFICATED EVALUATION PROCEDURE

1. Non-Veteran Classroom Teachers

Unit members who have been employed by the Charter as a classroom teacher will be evaluated each year for the first ~~three (3)~~ two (2) years of employment. If a teacher is employed for at least one complete semester of a school year it will be considered a full year of employment for the purpose of non-veteran employment status. The evaluation process will consist of two (2) Formal Observations and one (1) Informal Observation. The summary evaluation will be provided to the unit member on the Certificated Evaluation Form not later than the 18th week after the first day of active employment. In the event the Certificated Evaluation Form contains an “Unsatisfactory” rating of the unit member’s performance, a meeting will be held with the evaluator, Principal/Commandant and a designee of the Charter Board, to determine continuing employment status. Non-Veteran Classroom Teachers shall be evaluated on all six (6) of the California Standards for the Teaching Profession (CSTP’s).

2. Veteran Classroom Teachers

a. After ~~three (3)~~ two (2) years of initial employment as a classroom teacher, the unit member will be evaluated every other year. This evaluation process will consist of one (1) Formal Observation and one (1) Informal Observation, conducted prior to the last school day in March, with the summary evaluation provided to the unit member no later than May 15th. In the event the Certificated Evaluation Form contains an “Unsatisfactory” rating of the unit members performance, the Charter will require an

Improvement Plan for each “Unsatisfactory” rating which must be in effect for a minimum of four (4) weeks. All Improvement Plans must be provided to the employee during summary evaluation program.

b. Veteran teachers who have been placed on an Improvement Plan shall be evaluated annually until areas of concern addressed in the Improvement Plan have improved to a, at a minimum, “Meets Standard” rating.

c. Upon ratification of this agreement, years of service rendered at CMI or Choice 2000 of each unit member will count as credit toward achieving Veteran Status. Veteran Classroom Teachers shall be evaluated on three (3) of the California Standards for the Teaching Profession (CSTP’s). The evaluation of Veteran Classroom Teachers shall include Standard 6 and two (2) additional Standards - one (1) selected by the unit member and one (1) selected by the administration.

d. Veteran classroom teachers who have been employed at least four (4) full years with the Charter and whose previous evaluation rated the employee as “Exemplifying Standards” on at least two (2) of the strands evaluated and has no strands marked as “Needs Improvement” or “Unsatisfactory” shall be evaluated every five (5) years. Veteran classroom teachers on the five-year rotation shall be evaluated on Standard 1 and two (2) additional Standards - one (1) selected by the unit member and one (1) selected by the administration.

If, at any time, the evaluator is concerned about a decline in the veteran classroom teacher’s performance, the evaluator shall notify the unit member no later than May 15th that they will be assigned a two-year evaluation cycle the following school-year. The unit member shall be returned to the five-year cycle upon receiving an evaluation that meets the criteria above.

3. Non-Veteran Counselors, Instructional Coaches, and Teachers on Special Assignment

Unit members who have been employed by the Charter as a Counselor, Instructional Coach, or Teacher on Special Assignment (TOSA) will be evaluated each year for the first ~~three (3)~~ two (2) years of employment. If a Counselor, Instructional Coach, or Teacher on Special Assignment (TOSA) is employed for at least one complete semester of a school year it will be considered a full year of employment for the purpose of non-veteran employment status. The evaluation process will consist of two (2) Formal Observations

and one (1) Informal Observation. The summary evaluation will be provided to the unit member on the Certificated Evaluation Form not later than the 18th week after the first day of active employment. In the event the Certificated Evaluation Form contains an "Unsatisfactory" rating of the unit member's performance, a meeting will be held with the evaluator, Principal/Commandant and a designee of the Charter Board, to determine continuing employment status.

4. Veteran Counselors, Instructional Coaches, and Teachers on Special Assignment

a. After ~~three (3)~~ two (2) years of initial employment as a Counselor, Instructional Coach, or Teacher on Special Assignment (TOSA), the unit member will be evaluated every other year. This evaluation process will consist of one (1) Formal Observation and one (1) Informal Observation, conducted prior to the last school day in March, with the summary evaluation provided to the unit member no later than May 15th. In the event the Certificated Evaluation Form contains an "Unsatisfactory" rating of the unit member's performance, the Charter will require an Improvement Plan for each "Unsatisfactory" rating which must be in effect for a minimum of four (4) weeks. All Improvement Plans must be provided to the employee during the summary evaluation period.

b. A veteran Counselor, Instructional Coach, or Teacher on Special Assignment (TOSA) who have been placed on an Improvement Plan shall be evaluated annually until areas of concern addressed in the Improvement Plan have improved to a, at a minimum, "Meets Standard" rating.

c. Upon ratification of this agreement, years of service rendered at CMI of each unit member will count as credit toward achieving Veteran Status.

d. Veteran Counselors, Instructional Coaches, or Teachers on Special Assignment (TOSA) who have been employed at least four (4) full years with the Charter and whose previous evaluation rated the employee as "Exemplifying Standards" on at least two (2) of the strands evaluated and has no strands marked as "Developing Beginning Practices" or "Unsatisfactory" shall be evaluated every five (5) years.

If, at any time, the evaluator is concerned about a decline in the unit member's performance, the evaluator shall notify the unit member no later than May 15th that they will be assigned a two-year evaluation cycle the following school-year. The unit

member shall be returned to the five-year cycle upon receiving an evaluation that meets the criteria above.

ARTICLE XIII SAFETY CONDITIONS OF EMPLOYMENT

1. Employees shall be responsible to report immediately with follow-up in writing, to his/her immediate supervisor any unsafe, hazardous, unhealthy, or potentially dangerous working conditions.

2. Unit members who are authorized by the School to drive students on an extra-curricular (school sponsored) field trip shall have the prior approval of the Commandant/Principal or designee. Unit members must also comply with all rules and regulations set forth by the Charter to obtain driving clearance.

3. In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the Charter shall provide all employees with insurance and workers' compensation benefits in accordance with applicable law. Unit members shall immediately report workplace injuries suffered in connection with their employment to their Commandant/Principal or immediate supervisor.

In the event a unit member immediately reports a workplace injury and it is determined by the Charter that the injury is connected with his/her employment, a unit member shall be entitled to a leave of absence, not to exceed two (2) days from the date of injury, for the purposes of seeking initial medical evaluation.

ARTICLE VII - COMPENSATION AND BENEFITS

All unit members in paid status as of May 1, 2019 will receive a one-time off schedule payment equal to two percent (2%) of their 2018-2019 base salary placement as of May 1, 2019. This off-schedule payment shall be paid in one (1) installment in June 2019.

Effective July 1, 2019, an ongoing two-percent (2%) increase shall be applied to all salary schedules.

Effective July 1, 2020, an additional ongoing two-percent (2%) increase shall be applied to all salary schedules.

Negotiations for compensation and benefits shall be closed for 2019-2020 and 2020-2021.

Additionally, the following stipends shall be added to Stipends as identified in Appendix A.

- AVID Coordinator: 4%
- Chemical Hygiene Officer: 1.5%
- Link Crew Coordinator: 4%
- WEB Coordinator: 4%

Dated this 30th day of April 2019

California Military Institute Teachers Association (CMITA):



Jane Scibilia
Bargaining Chairperson, CMITA



Mitchell Osborn
Negotiations Member, CMITA



Lorraine Turner
Negotiations Member, CMITA


California Military Institute:



Nicholas Hilton
Director, Human Resources



Candace Reines
Deputy Superintendent, Business Services



Kirk Skorpanich
Assistant Superintendent, Human Resources



Igor Nicholas Milosavljevic
Principal, California Military Institute