

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by the Charter and the CMITA during the reopener negotiations not contained in this document shall be considered withdrawn by the party presenting it.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

1. Definitions

- a. A “Grievance” is a formal written claim by a grievant that there has been a violation, misapplication or misinterpretation of a provision of this Agreement.
- b. A “Grievant” may be the Association or any unit member.
- c. A “Day” is a day that the unit member is regularly scheduled to be on duty.
- d. The “immediate supervisor” is the lowest level administrator having jurisdiction over the grievant and who has been designated to adjust grievances.

2. Right to Representation

The Grievant shall have the right to have an Association Representative present at all levels of the grievance procedure.

3. Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by a conference with his/her immediate supervisor

4. Formal Level

Level I. Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, or after the grievant knew or reasonably should have known of such act or omission, if the grievant desires to pursue the matter further, the grievant must present his/her grievance in writing on the appropriate form to his/her immediate supervisor. This statement shall be a clear, concise statement of the grievance, the specific article that has allegedly been violated, the circumstances involved, and the specific remedy sought.

The supervisor shall communicate his/her decision to the grievant 1 in writing within fifteen (15) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

Either the grievant, or the supervisor, or his/her designee may request a personal conference within the above time limits.

Level II. If the grievant is not satisfied with the decision at Level I, within ten (10) days he/she may request mediation of the grievance. The mediator shall be appointed by the State Mediation and Conciliation Service, and the parties shall collaborate on the selection of the date for mediation. If a satisfactory resolution of the grievance is achieved by the mediation process, both parties to the grievance shall sign a written statement to that effect, and thus waive the right of either party to any further appeal of the grievance.

Level III. If not satisfied with the decision at Level II, CMITA may within ten (10) days submit a request, in writing, to the Principal/Commandant or designee for **advisory binding** arbitration of the dispute. CMITA and the Charter shall attempt to agree upon an **advisory** arbitrator. If no agreement can be reached, they shall request the State Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the **advisory** arbitrator. The order of striking shall be determined by lot. The fees and expenses of the arbitrator and the hearing shall be borne equally by the Charter and CMITA. All other expenses shall be borne by the party incurring them. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues. by referring to the written grievance and the answers thereto at each step. The arbitrator will have no power to add, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the Charter. **Utilization of this procedure shall not invalidate the Charter's rights as outlined in Article 3 of this Agreement.** ~~The lawful exercise by the Charter Board and administration of its responsibilities under Article 3 of the Agreement, "Charter School Rights", shall not be subject to this procedure.~~

After a hearing, and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, in writing to all parties, his/her findings and recommendations which shall be **advisory binding** to the parties. By filing a grievance and utilizing the **advisory binding** arbitration procedures of Level III, CMITA expressly waives any right to other statutory remedies or to the exercise of any legal process other than as provided by CMITA by the grievance/arbitration process. The processing of a grievance utilizing the **advisory binding** arbitration procedure shall constitute an express election on the part of CMITA and that such is the chosen form for resolving the issues contained in **using** the grievance **process**. ~~and that CMITA will not resort to any other form or procedure for resolution of the issues.~~

~~In the alternative, CMITA retains the right to decline to pursue the grievance through the advisory arbitration procedure set forth in Level III. In such case, CMITA may communicate in writing to the Charter Board a request that the Charter Board review the Level I decision. Upon receipt of such request the Charter Board shall review that decision. The Charter Board specifically retains the right to make its final determination on the written record as previously submitted or to reopen the record for the taking of additional evidence. The Charter Board alone has the power to render a final determination of a grievance. The parties agree and understand that the taking of such action by the Charter Board, as set forth herein and/or in Level IV below, constitutes the exhaustion of this grievance procedure.~~

~~Level IV. In the event that either party is not satisfied with the recommendation or recommendations of the arbitrator, that party may appeal the decision in writing within ten (10) days to the Charter Board.~~

~~The Charter Board alone has the power to render a final determination of a grievance. The recommendation of the arbitrator shall only be advisory and if, upon review of the written decision, the Charter Board determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence.~~

5. No Reprisal

No reprisals shall be taken against any party participating in the Grievance Procedure herein by the Association or the Charter.

6. Associations Rights

Prior to the resolution of a grievance at Levels I and II above, the Association shall receive a copy of the grievance and the proposed resolution and shall be given the opportunity to file a response.

7. Release Time

~~For each grievance, release time of up to seven (7) hours total, shall be provided to the grievant and one (1) Association representative at times mutually agreed to by the grievant and the Principal/Commandant or designee.~~ Reasonable release time shall be granted to the grievant and Association representatives for the processing of grievances.

8. Forms

Grievance forms shall be prepared by the Charter and will be made available to unit members at the immediate supervisor's office. Grievance forms will be filed in a central file in the Charter office.

Grievance forms will be updated and/or reviewed prior to each new contract.

9. Early Resolution

In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in harm to a grievant, the time limits set forth herein may be reduced by mutual agreement of the parties in interest so that the procedure may be exhausted prior to the end of the school year, or as soon as is practicable.

10. Timeline Changes

The parties may mutually agree in writing to change or delay timelines in this article. Failure of the grievant or Association to appeal to the next grievance level within the timeline set forth within this Article (or any change mutually agreed to in writing) will be deemed a waiver of their right to 1 appeal the grievance further and it shall be considered resolved based on the last response.

ARTICLE VI CLASS SIZE

Staffing will be allocated to the Charter at a ratio of one unit member for every twenty-five (25) students enrolled. Reasonable efforts will be made to equitably distribute students in classes throughout CMI. After the first five (5) weeks of the semester, individual classes will not exceed thirty-six (36) students without written approval from the unit member. If there is a need for a probationary teacher to exceed the thirty-six (36) student limit, the CMI President or Designee will be involved in the voluntary, written-approval process.

The following are exceptions to the 36:1 class size limits:

- A. Physical Education at no more than 55:1 student-to-teacher ratio and efforts will be made by site administration to balance class sizes.
- B. Band/JROTC/Military Science are not subject to the class size cap.
- C. ASB/Link Crew/WEB Leadership are not subject to the class size cap.

ARTICLE VIII CERTIFICATED EVALUATION PROCEDURE

1. Non-Veteran Probationary Classroom Teachers

Unit members who have been employed by the Charter as a classroom teacher will be evaluated each year for the first 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.~~ A probationary classroom teacher who, in any one school year, has been present and served for at least seventy-five percent (75%) of the number of designated work days shall be deemed to have served a complete school year. The evaluation process will consist of two (2) Formal Observations and one (1) Informal Observation provided on the Observation Form (see Appendix C). The summary evaluation will be provided to the unit member on the Certificated Evaluation Form (see Appendix C) 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 Probationary Classroom Teachers shall be evaluated on all six (6) of the California Standards for the Teaching Profession (CSTP's).

2. Veteran Permanent Classroom Teachers

a. After obtaining a clear credential and completing two (2) complete and consecutive 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 provided on the Observation Form (see Appendix C), conducted prior to the last school day in March, with the summary evaluation provided to the unit member

no later than May 15th [on the Certificated Evaluation Form \(see Appendix C\)](#). 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 [the](#) summary evaluation program.

b. [Veteran Permanent](#) 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 Permanent](#) Status. [Veteran Permanent](#) Classroom Teachers shall be evaluated on three (3) of the California Standards for the Teaching Profession (CSTP’s). The evaluation of [Veteran Permanent](#) 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 Permanent](#) 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 Permanent](#) 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 permanent](#) 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 Probationary](#) 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 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.~~ A [probationary Counselor, Instructional Coach, and Teacher on Special Assignment](#) who, in any one school year, has been present and served for at least seventy-five percent (75%) of the number of designated work days shall be deemed to have served a complete school year. The evaluation process will consist of two (2) Formal Observations and one (1) Informal Observation [provided on the Observation Form \(see Appendix C\)](#). 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 Permanent Counselors, Instructional Coaches, and Teachers on Special Assignment

a. After obtaining a clear credential and completing two (2) complete and consecutive 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 provided on the Observation Form (see Appendix C), conducted prior to the last school day in March, with the summary evaluation provided to the unit member no later than May 15 on the Certificated Evaluation Form (see Appendix C). 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 Permanent 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 Permanent Status.

d. Veteran Permanent 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.

e. 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.

Proposed New Article

ARTICLE XIII PROBATIONARY RELEASE AND DISMISSAL

(Note: Subsequent Articles will be renumbered and Article references will be revised)

1. Probationary Release

a. Probationary unit members, as defined in Article VIII, may be released from their employment with the Charter at any time and for any reason.

- b. During the first and second year of probationary service, a unit member may be released from employment without cause. To the extent possible, the Charter shall provide notice to unit members no later than May 15th if they will not be rehired for the subsequent school year. If released during the school year, the unit member shall be provided severance in the amount of one (1) month's salary.

2. Permanent Dismissal

- a. The provisions of this section shall only apply to recommendations for dismissal initiated on or after July 1, 2023 for unit members who have obtained Permanent Status with the Charter, as described in Article VIII.
- b. Dismissal shall be imposed on permanent unit members in accordance with the terms of this article for just cause noted below.
- c. For purposes of the procedures set forth herein, dismissal is deemed to be termination of employment of a permanent bargaining unit member with the Charter. "Just Cause" for dismissal shall include, but is not limited to the following:
 - i. Falsifying any information supplied to the school Charter, including, but not limited to, information supplied on application forms, employment records, or any other school Charter records.
 - ii. Incompetency.
 - iii. Inefficiency.
 - iv. Neglect of duty.
 - v. Insubordination.
 - vi. Dishonesty.
 - vii. Unsatisfactory performance.
 - viii. Drinking alcoholic beverages and/or the use of drugs, controlled substances, or narcotics while on duty or in close time proximity thereto.
 - ix. Use and/or addiction to controlled substances.
 - x. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
 - xi. Absence without leave.
 - xii. Abandonment of position.
 - xiii. Immoral conduct.
 - xiv. Discourteous treatment of the public, students, or other employees.
 - xv. Improper political activity.
 - xvi. Willful disobedience.
 - xvii. Misuse of Charter property.
 - xviii. Violation of Charter, Board or departmental rule, policy or procedure.
 - xix. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the unit member's classification specification or otherwise necessary for the unit member to perform the duties of the position.

- xx. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.
- xxi. No person who is a member of an organization which advocates support of a foreign government in case of hostilities shall hold office or employment under the State of California or its subordinate governments.
- xxii. Physical or mental disability, which precludes the unit member from the proper performance of his/her essential functions as determined by competent medical authority, except as otherwise provided by a contract or by law regulating retirement of unit members.
- xxiii. Unlawful retaliation against any other Charter officer or unit member or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected violation of any law of this State or the United States occurring on the job or directly related thereto.

3. In taking action against a permanent unit member pursuant to this Article, a written recommendation for dismissal shall be served on the unit member personally, or by certified mail. The notice of proposed dismissal shall contain:

- a. A description of the proposed action and its effective date;
- b. A statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
- c. In cases where the basis for dismissal is unsatisfactory performance, a description of the specific remediation procedures undertaken by the Charter to assist the unit member in rectifying the identified deficiency that gave rise to the dismissal proceeding;
- d. Copies of materials, if any, in the possession of Charter upon which the proposed action is based;
- e. A statement of the unit member's right to a hearing regarding the charges, as provided for below;
- f. A statement of the unit member's right to be represented during this procedure;
- g. A statement of the unit member's right to appeal to the Charter Board should the proposed action be recommended to the Charter Board.

4. A unit member shall be entitled to a *Skelly* hearing within thirty (30) calendar days of receiving a written recommendation for dismissal. The Charter shall designate a hearing officer for any hearing conducted pursuant to this provision. The hearing officer will determine if the recommendation shall be upheld and referred to the Charter Board for consideration.

5. Should dismissal be recommended to the Charter Board, Charter shall have the right to refer such action to an impartial hearing officer selected in accordance with the following procedure.

If the Charter and CMITA cannot agree upon a hearing officer, then a hearing officer shall be selected by requesting a list of officers from the State Mediation and Conciliation Service or the American Arbitration Association. The cost of any such list will be borne by the Charter. If either

party deems the list of hearing officers to be unacceptable, an additional list shall be requested, no more than once per requesting party, the cost of which shall be borne entirely by the requesting party. From this list of hearing officers, the parties shall strike alternately until only one (1) name remains, who shall be the hearing officer. The first strike shall be determined by the flip of a coin. Thereafter, the hearing shall proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association. All costs for the services of the hearing officer shall be borne equally by the Charter and CMITA. All other costs shall be borne by the party incurring them.

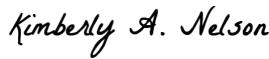
- a. Each party shall present its own statement of the issue to the hearing officer.
 - b. The decision of the hearing officer shall be advisory to all parties and shall be subject to review by the Charter Board.
6. The decision of the Charter Board shall be final, not subject to additional appeal rights nor subject to the grievance process.

Dated this 9th day of May 2023

California Military Institute Teacher:
Association (CMITA):



Angel Love-Behrens
Bargaining Chairperson, CMITA



Kimberly Nelson
Negotiations Member, CMITA



Mitchel Osborn
Negotiations Member, CMITA



Dana Lane
Negotiations Member, CMITA

California Military Institute (Chater):



Kirk Skorpanich
Assistant Superintendent, Human Resources



Maribel Escobar
Director, Human Resources



Igor Nicholas Milosavljevic, PhD
Principal, California Military Institute