

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by the Charter and the CMITA during the reopener negotiations not contained in this document shall be considered withdrawn by the party presenting it.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 IV - PROFESSIONAL FEES AND PAYROLL DEDUCTIONS

1. Dues Deduction Rates

Any Unit Member who is a member of the Association, or who has applied for membership, may sign and deliver to the School an assignment authorizing deduction of membership dues, initiation fees and general assessments of the Association. Pursuant to such authorization, the School will deduct annual dues in equal amounts from the regular salary check of the unit member every payroll period. 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.

2. Mandatory Agency Fee Deductions for Association Members

~~Any unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of the commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay the Association a fee in an amount equal to membership dues, initiation fees and general assessments. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Paragraph 1, the Association shall so inform the School who shall immediately begin automatic payroll deduction and in the same manner as set forth in Paragraph 1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.~~

3. Exceptions

~~a. Religious Objection: Any unit member who (a) belongs to a church whose traditional~~

~~tenets or teachings include opposition to support of unions; (b) has a sincere religious belief opposed to support of unions, whether or not they belong to any particular church; or (c) has a sincere religious belief opposed to a particular ideological stance or activity of either the local union or its parent affiliates, shall not be required to join or financially support the Association as a condition of employment. Such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code:~~

~~i. Habitat for Humanity~~

~~ii. Red Cross~~

~~iii. Friends of Discovery~~

~~b. Verification of Religious Objection: Proof of payment and a written statement of objection to joining or financially supporting employee organizations, pursuant to this Section shall be made on an annual basis.~~

42. Remittance of Funds to CTA

The Charter School agrees to promptly remit such monies to the California Teachers Association accompanied by an alphabetical list of unit members for whom such deductions have been made, ~~categorizing them as to membership or non-membership in the Association,~~ and indicating any changes in personnel from the list previously furnished.

53. Necessary Information

The Association agrees to furnish any information needed by the Charter School to fulfill the provisions of this Article.

ARTICLE VII - PROFESSIONAL WORK DAY/WORK YEAR

Unit members recognize that their professional responsibilities require that they be available for student and/or parent consultation, as well as for other professional activities and responsibilities, which may include but are not limited to activities and events that promote family and community engagement in the school within limitation, and which may occasionally, but not routinely, take place outside the normal school workday as specified below.

Faculty meetings will be held during the school year. All **unit members teachers** are required to attend. In case of unavoidable absence, prior approval must be secured from the Commandant/Principal and/or administrative designee. Generally, staff meetings will not exceed 60 minutes.

1. Work Year

The work year for **teachers instructors** shall be one hundred eighty-six (186) days of which there will be one hundred eighty (180) student-instructional days. The number of workdays for counselors shall be one hundred and ninety-six (196) days the number of workdays for teachers on special assignment (TOSAs) and nurses shall be two hundred two (202), and the number of workdays for the military science instructor shall be two hundred and twenty (220) days.

2. Work Day

The regular instructional work day for **teachers instructors** shall not exceed seven (7) hours and forty five (45) minutes. This is inclusive of a thirty (30) minute duty-free lunch period making the **teachers instructors** paid work day seven (7) hours and fifteen (15) minutes. Counselors, teachers on special assignment (TOSAs), nurses and the military science instructor shall be required to work eight (8) hours, thirty (30) minutes. This is inclusive of a thirty (30) minute duty-free lunch period making the paid work day for these positions eight (8) hours.

3. Planning Period

a. CMITA **teachers instructors** shall be provided with a daily planning period or an equivalent period of time. This provision shall not apply to any other positions. The planning period shall be the equivalent of one (1) period of instruction. The planning period may be used for instructional planning and preparation, meeting with parents, and meetings with administration.

b. When an alternative schedule is utilized for testing and other similar events, every effort will be made to provide unit members with commensurate planning time.

c. CMITA members may be required to cover a class for an absent teacher during their planning period. The administration will first request volunteers. If volunteers are not available, assignments shall be made on a fair and equitable basis. Unit members will be compensated at the hourly rate in Appendix A.

d. A unit member shall not have more than three (3) preparation periods, exclusive of Military Science, unless mutually agreed upon in writing.

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, **wherein the reporting time for unit members shall be one (1) hour later than the normal reporting time**, unless the following day is a non-student day, Charter holiday, or weekend.

b. Unit members are responsible for supervising three (3) **other** school events throughout the year, administered in an equitable manner. **Unit members working less than a full time assignment are responsible for supervising two (2) school events rather than three (3).** Each duty shall be no longer than **three (3) four (4)** hours. Any duty assigned beyond the maximum **three (3) four (4)** hours will be compensated at the period substitute rate. **Back to back events, such as a JV Basketball game followed by a Varsity Basketball game, shall constitute two (2) separate events. A unit member will be credited with having supervised an activity if the activity is canceled and the unit member is provided less than 24 hours notice of the cancellation.** All other activities and student performances are subject to voluntary attendance and participation. **The Activities Director and Athletic Director shall not be required to complete the adjunct duties listed in this section.**

5. Grades

Grades will not be required before 4:00 p.m. on the fourth workday after the end of the grading period as established by the school calendar. End of year grades shall not be required before noon on the last workday of the year.

6. Supplies and Training

a. Unit members will be provided the necessary supplies and equipment required to be successful in the performance of their duties. Supplies shall include, but not be limited to: paper, projector bulbs, and printer ink cartridges.

b. Required uniforms will be supplied for all unit members. The Charter will replace required uniforms that are rendered unserviceable due to normal wear and tear or damaged during performance of duties.

c. With mutual agreement between the unit member and administration, unit members who are required to attend training outside of their regular work day to maintain their teaching assignment shall be compensated at the period substitute rate. This does not preclude a unit member from being compensated for attending a voluntary training if mutually agreed upon by the unit member and administration.

7. Department Chairs

a. Members of the department will recommend department chairpersons to the Commandant/Principal. If the Commandant/Principal concurs, the appointment is made.

b. If the Commandant/Principal does not concur, the Commandant/Principal shall meet with the department and discuss the appointment and request members to nominate another person. If the nomination is not made within a reasonable time (10 school days), the Commandant/Principal appoints the department chairperson.

8. Master Schedule

CMI shall provide an opportunity for department chairs and counselors to give input into the master schedule for each semester prior to it being made final. A tentative master schedule shall be provided to the CMITA executive board and/or department chairs no later than five (5) working days prior to the last day of school.

ARTICLE VIII - CERTIFICATED EVALUATION PROCEDURE

Status Quo

ARTICLE XI - ASSIGNMENT AND REASSIGNMENT

1. Timeline of Preliminary Assignments and Vacancies

a. An "Intent to Return" Form will be sent to unit members on or before April 15 each year to determine openings and vacancies and the assignment preferences of unit members. Unit members shall return the Intent to Return Form on or before April 30. ~~Unit members seeking reassignment shall note same on the form.~~ Failure to return the form on or before April 30 shall be deemed to be a voluntary resignation of the unit member's position for the following school year.

b. Unit members who desire a change in assignment for the upcoming school year shall provide a written request for the change to the Commandant/Principal by April 30.

~~b.c.~~ Preliminary assignments and reassignments based on these forms shall be made by the Commandant/Principal, or designee on or before May 15.

2. Assignment Change

a. An assignment change consists of the movement of a unit member from: ~~teaching responsibilities in one (1) subject matter, to another~~ (a) one subject area to another subject area; or (b) one grade level to another grade level.

~~b. At all times possible, teachers given assignment changes after the start of the school year~~ If the Charter changes the assignment of a unit member after the beginning of the current semester, the Charter shall make a reasonable effort to provide at least five working days' notice regarding the need for an assignment change. Unit members shall receive two (2) days of release time to prepare for the new assignment. At the discretion of the unit member, in lieu of two (2) days release time, an equivalent amount of time can be claimed as extra duty and compensated at the period substitute rate. Additional time may be granted under unusual circumstances.

ARTICLE XIII - SAFETY CONDITIONS OF EMPLOYMENT

1. ~~Employees Bargaining unit members~~ shall ~~be responsible to~~ immediately report ~~immediately with follow-up in writing, to his/her immediate supervisor~~ any unsafe, hazardous, unhealthy, or

potentially dangerous working conditions to the Commandant/Principal or designee, in writing. The Commandant/Principal or designee shall investigate the reported unsafe condition and then advise the bargaining unit member in writing within five (5) working days of any findings and what action, if any, will be taken to correct the unsafe condition.

2. Unit members who are authorized by the School to drive students on an extracurricular (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. Unit members shall immediately report workplace injuries suffered in connection with their employment to their Commandant/Principal or immediate supervisor.

ARTICLE XIV - APPENDIX A - COMPENSATION

(Status Quo with the following exceptions)

Effective July 1, 2021, an ongoing four percent (4%) increase shall be applied to all salary schedules for all unit members in paid status as of February 1, 2022. Additionally, all unit members will receive a one-time off-schedule payment equal to three and one half percent (3.5%) of their 2021-2022 base salary placement as of February 1, 2022. This off-schedule payment shall be paid on or before the June 2022 pay warrant for those unit members in a paid status as of May 1, 2022.

The Counselor Salary Schedule #214 annual salary shall be recalculated, prior to applying the increase effective July 1, 2021 above, to reflect an annual salary that is 10% more than the same column/row in the the Instructor Salary Schedule #211.

Effective July 1, 2021, an 11th row shall be added to Column C, a 16th row shall be added to Column D, and a 26th row shall be added to Column E of Salary Schedules 211, 214, 217, and 218. *[Note: In alignment with other row increases, each newly added row shall reflect a \$1480 increase over the previous row within each column.]*

Effective July 1, 2022, an ongoing two percent (2%) increase shall be applied to all salary schedules.

Effective July 1, 2022, the clear credential requirement for placement into columns B, C, D, and E of Salary Schedules 211, 214, 217, 218, and 241 shall be removed. As a result of this change the column titled "BA" shall be deleted from the affected salary schedules and the remaining columns shall be re-labelled as follows:

Column A- BA

Column B- BA+ 15 units

Column C- BA+ 45 units

Column D- BA+ 45 units w/MA

Effective July 1, 2022, a 12th row shall be added to Column B, a 17th row shall be added Column C, and a 27th row shall be added to column D of Salary Schedules 211, 214, 217, and 218. *[Note: In alignment with other row increases, each newly added row shall reflect a \$1480 increase over the previous row within each column.]*

Effective July 1, 2023, an ongoing two percent (2%) increase shall be applied to all salary schedules.

Effective July 1, 2023, a 13th row shall be added to Column B, an 18th row shall be added to Column C, and a 28th row shall be added to Column D of Salary Schedules 211, 214, 217, and 218. *[Note: In alignment with other row increases, each newly added row shall reflect a \$1480 increase over the previous row within each column.]*

Negotiations for compensation and benefits shall be closed for 2021-2022, 2022-2023 and 2023-2024. The Charter and CMITA agree to reopen negotiations on compensation and benefits for 2022-2023 if the Department of Finance statutory COLA with any augmentation or deficit as included in the final enacted State Budget is greater than six and one-half percent (6.5%). Likewise, the Charter and CMITA agree to reopen negotiations on compensation and benefits for 2023-2024 if the Department of Finance statutory COLA with any augmentation or deficit as included in the final enacted State Budget is greater than six and one-half percent (6.5%).

~~An on-going salary schedule increase of 1% effective July 1, 2016 for all unit members based upon 2016-17 salary placement. An additional 4% increase to instructor salary schedule 211 effective May 1, 2017 which includes the addition of 15 minutes to the instructor work day as defined in Article VII, Section 2.~~

~~An increase the contribution towards premiums for health and welfare benefits from \$11,200 to \$12,200 for two-party coverage and from \$13,200 to \$15,200 for family coverage. Single coverage shall remain at \$9,200.~~

Hourly Compensation:

~~Effective May 1, 2017, hourly compensation shall be paid as follows:~~

- ~~1. Period subbing shall be paid at \$39.85 per period hour.~~
- ~~2. Summer school shall be paid at \$45.25 per hour.~~
- ~~3. The hourly rate of pay for Saturday School, tutoring and any other pre-authorized extra duty shall be \$36.75 per hour.~~

Effective April 1, 2022, hourly compensation for period subbing, Summer School, Home & Hospital instruction, and other work authorized and performed beyond the bargaining unit member’s regular workday shall be temporarily increased to \$60 per hour. This increase has no retroactivity and shall sunset July 31, 2022.

Effective August 1, 2022, hourly compensation for period subbing, Summer School, Home & Hospital instruction, and other work authorized and performed beyond the bargaining unit member’s regular workday shall be \$53.20.

Effective July 1, 2023, hourly compensation for period subbing, Summer School, Home & Hospital instruction, and other work authorized and performed beyond the bargaining unit member’s regular workday shall be \$54.30.

The above hourly compensation rates shall be increased by any overall percentage rate applied to the instructor salary schedule 211, rounded up to the nearest nickel, with no retroactivity.

The following changes to the stipends shall be effective July 1, 2022:

Stipends

Positions

% of Column 3/Row 1

Activities Director	9% 12%
Athletic Director	-9% 12%
AVID Coordinator	-4% 6%
Band Director	5% 7%

Chemical Hygiene Officer	1.5% 3%
Class Advisor - Senior	3% 4%
Class Advisor - Junior	2% 3%
Drama	2% 3%
Department Chair - Physical Education	2% 4%
Department Chair - Foreign Language	1.5% 4%
ELD Coordinator	3% 4%
Grade Level Lead (5-8 grade)	4%
Miscellaneous Club	3%
Testing Coordinator	3% 4%
WEB Coordinator	4% 9%
Yearbook Advisor	3% 4%

ARTICLE XV - SAVINGS

Status Quo

ARTICLE XVI - NEGOTIATIONS PROCEDURES

(Status Quo with the following exceptions)

5. Term

This Agreement will be in effect from July 1, 20~~18~~²¹ to June 30, 20~~21~~²⁴, with each party able to open ~~salary, benefits and~~ two (2) reopeners (Article) each year thereunder.

Dated this 18th day of March, 2022

California Military Institute Teachers
Association (CMITA):



Angel Love-Behrens
Bargaining Chairperson, CMITA



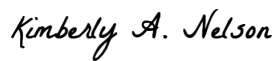
Jane Scibilia
Negotiations Member, CMITA



Lorraine Turner
Negotiations Member, CMITA



Dana Lane
Negotiations Member, CMITA

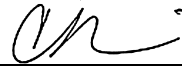


Kimberly Nelson
Negotiations Member, CMITA

California Military Institute (Chater):



Nicholas Hilton
Director, Human Resources



Candace Reines
Deputy Superintendent, Business Services



Kirk Skorpanich
Assistant Superintendent, Human
Resources



Igor Nicholas Milosavljevic
Principal, California Military Institute

TITLE	CMITA - Tentative Agreement March 18, 2022.
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Sent for signature to Nick Hilton (nick.hilton@puhsd.org), Angel Love-Behrens (angel.love-behrens@puhsd.org), Lorraine Turner (lorraine.turner@puhsd.org), Kirk Skorpanich (kirk.skorpanich@puhsd.org), Candace Reines (candace.reines@puhsd.org), Dana Lane (dana.lane@puhsd.org), Kimberly Nelson (kimberly.nelson@puhsd.org), Jane Scibilia (jane.scibilia@puhsd.org) and Nicholas Milosavljevic (igor.milosavljevic@puhsd.org) from mayra.chavez@puhsd.org
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15:55:43 UTC-7

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The document has been completed.