

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by the Charter and the CMITA during the reopener negotiations not contained in this document shall be considered withdrawn by the party presenting it.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

Status Quo - Language - Only Forms updated. See attached

ARTICLE VII PROFESSIONAL WORK DAY

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 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 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 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' 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.~~

The regular instructional work day for teachers shall be on campus and responsible for instructional and other assigned duties for seven hours and 25 minutes continuously per day inclusive of a thirty (30) minute, duty-free lunch period. Counselors, military science instructors, teachers on special assignment (TOSAs), and academic coaches are required to work an eight (8) hour day, inclusive of a thirty (30) minute duty-free lunch period.

3. Planning Period

a. CMITA teachers 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. A “preparation period” is defined to be a specific unit of instruction as defined in the curriculum guide with a specified course number and intended to be delivered to a student or students by a teacher. When at least one preparation is in English, Mathematics, Social Science, Science, World Language, or Academic English and if the unit member agrees to teaching more than three (3) preparations, the unit member shall be compensated at \$500 per semester per additional preparation, regardless of the additional preparation(s) subject area. The amount shall be prorated for assignments less than a semester. Unit members employed as Special Education teachers shall not be eligible for any additional preparation compensation.

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) 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) hours. Any duty assigned beyond the maximum three (3) 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

1. 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. 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. Probationary Classroom Teachers shall be evaluated on all six (6) of the California Standards for the Teaching Profession (CSTP's).

2. 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, [utilizing the Certificated improvement Plan form \(Appendix C.\)](#)

b. 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 Permanent Status. Permanent Classroom Teachers shall be evaluated on three (3) of the California Standards for the Teaching Profession (CSTP's).

The evaluation of 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. [The selected CSTP's shall be agreed upon in writing utilizing the evaluation CSTP Selection Form \(Appendix C\).](#)

d. 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. 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 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. 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. 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.

4. 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 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 Permanent Status.

d. 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.

5. Evaluation Periods

a. Certificated observation shall not occur during the first two (2) weeks of the academic semester, nor the last two (2) weeks within an instructional instruction semester.

b. Certificated Observation shall not take place within the two (2) days preceding or following an academic break.

ARTICLE X
LEAVE OF ABSENCES

1. Sick Leave

Unit members shall earn ten (10) days of paid sick leave per school year of employment. Unit members who are less than full-time shall be entitled to a pro-rata amount of sick leave proportionate to a full-time unit member. Sick leave shall be deducted on a quarter hourly basis.

a. A unit member who was previously employed in a public school district or public charter school and who is hired by the Charter, shall credit the unit member with the accumulated sick leave set forth in the certified statement from the previous employer. It is the unit member's responsibility to contact the Human Resources office about the transfer of sick leave to or from their previous or new districts.

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 to work prior to resuming active duty.

3. 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.

4. Pregnancy, Paternity or Adoption

a. Unit members may use accumulated ~~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.

b. Pregnancy Disability Leave (PDL) is a California state law that provides eligible employees with unpaid, job-protected leave in the event of a pregnancy, childbirth, loss of pregnancy, and/or pregnancy-related physical and mental conditions. Eligible employees may take up to four (4) months of leave per pregnancy.

5. Family and Medical Leave (FMLA)

If eligible for FMLA, the employee may be entitled to take up to twelve (12) workweeks of unpaid, ~~job-protected-job-protected~~ leave in a twelve (12) month period for the birth, adoption, or foster care placement of the employee's child; for the employee's own serious health condition; or for the care of the employee's child, parent, or spouse.

56. 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's catastrophic leave program. Catastrophic leave is defined as an illness or injury that is one that is expected to incapacitate ~~require~~ the ~~employee~~ unit member, ~~to be off work for an extended period of time~~ for their illness or injury, or that incapacitates a member of the unit member's family, in which the incapacity requires the unit member to take time of from work for an extended period of time to care for that family member. ~~of an immediate family member~~. The ~~employee~~ unit member requesting leave must submit a doctor's statement confirming the need for the leave.

- a. After verification by means of a letter, dated and signed by the unit member's physician, indicating the incapacitating nature and probable duration of the illness or injury, the Charter shall approve the transfer of accrued sick leave credits to the unit member.
- b. The Perris Union High School District Human Resources office shall inform all bargaining unit members within CMI of the means by which donations may be made in response to the unit member's request. ~~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.~~

- c. Any unit member, upon written notice to the Charter may donate accrued sick leave credits to the requesting unit member in whole day increments only. All transfers of eligible leave credit(s) shall be irrevocable, and there shall be no adjustments for individual salary differences.
- d. To ensure that unit members retain sufficient accrued sick leave to meet needs that normally arise, donors shall not reduce their accumulated sick leave to fewer than five (5) days.
- e. Benefiting unit members may use donated leave credits for a maximum of ninety (90) contract days.
- f. A unit member who receives donated credits according to this section shall use any sick leave credits that the unit member currently ~~has~~, before receiving donated leave credits.
- g. Only certificated unit members may contribute to other certificated unit members.
- h. The Charter shall ensure that all requests for donations themselves are confidential.

67. Bereavement

Unit members shall be provided up to five (5) days ~~three (3) days~~ of bereavement leave for the death of an immediate family member. The first three (3) days shall be paid and a request for two additional days of bereavement leave shall be granted, at the option of the employee, as either without pay or as a charge against any accrued and available sick leave. All five (5) days shall be paid if out of state travel or in-state travel beyond San Luis Obispo, Kern, or San Bernardino Counties is required. Immediate family is defined as mother, father, grandmother, grandfather, or a grandchild, step-mother or step-father, employee's spouse, domestic partner, or child, son-in-law, daughter-in-law, step-child,

brother, [brother-in-law](#), sister, [sister-in-law](#), or any other relative living in the immediate household of the employee. [A bereavement leave form shall be submitted to the Charter.](#)

[78. 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~~ [may elect](#) to postpone Jury Duty service to dates when school is not in session. Verification of duty will be required.

[79. 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. [In extenuating circumstances, if a unit member is not able to report the absence in the absence management system, the unit member shall make a reasonable effort to contact the Principal or designee in order to obtain absence coverage.](#)

[10. Military Leave](#)

[Pursuant to applicable state and federal statutes, unit members shall be granted leave without compensation for military service.](#)

[11. Industrial Accident Leave](#)

[Leave of absence due to industrial accident or illness will be provided by the Charter for industrial injury which qualifies for Workers' Compensation under the provisions of applicable California Labor Code.](#)

- [a. The Charter will authorize up to sixty \(60\) days during which the school is required to be in session, or when the unit member would otherwise have been performing work for the Charter in any one \(1\) school year per industrial accident.](#)

- b. Allowable industrial accident and illness leave shall not be accumulated from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- c. Industrial accident or illness leave shall commence on the first day of absence.
- d. Industrial accident or illness leave shall be reduced by full day increments for each full or partial day of authorized absence.
- e. The industrial accident or illness leave of absence is to be used in lieu of entitlement under the sick leave provisions of this Agreement. When entitlement to industrial accident or illness leave has been exhausted, entitlement or other sick leave will then be used; but if a unit member is receiving Workers' Compensation benefits, the unit member shall be entitled to use only so much of the unit member's accumulated or available sick leave, accumulated compensating time, vacation, or other available leave which, when added to the workers' compensation award, provides for a full days wages or salary.
- f. Payment for wages lost on any day shall not, when added to an award granted the unit member under applicable Workers' Compensation laws, exceed the unit member's normal wage for the day.
- g. To qualify for industrial accident leave under this section, the unit member must have been employed by the Charter in a regular permanent or probationary capacity for one full calendar year prior to the first day of absence due to industrial accident or illness. In cases where a unit member has one or more periods of broken service, all prior service in regular permanent or probationary capacity shall be credited for purposes of determining eligibility for industrial accident leave.

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. 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. [Unit members may request a meeting with the Principal or Charter designee regarding their reasons for the request to change their assignment. Upon receiving the request, the Principal shall meet with the unit member.](#)

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 Changes

a. An assignment change consists of the movement of a unit member from (a) one subject area to another subject area, or (b) one grade level to another grade level.

b. 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’ [written](#) 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 a 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 to unit members under unusual circumstances.

ARTICLE XII
LAYOFFS

1. The Charter reserves the right to layoff unit members for lack of work, lack of funds or other legitimate reasons. Unit members will be selected for the layoff based on a combination of factors, including performance, skills, seniority and the Charter's needs.

2. The Charter shall provide an updated seniority list to the Association by October 1 of each school year that includes each unit member's seniority date. Seniority shall be defined as the first day in continuous paid service as a certificated employee with the Charter or Choice 2000.

ARTICLE XIII
PROBATIONARY RELEASE AND DISMISSAL

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 the unit member 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 as 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 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 [during working hours. This includes promoting the following: political position, ballot initiatives, or candidates for office. Additionally, this is not inclusive of endorsements by the employee organization.](#)
- 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 ([e.g. Government Code 3100-3102](#)).
- 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, **the** 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.

ARTICLE XIV
SAFETY CONDITIONS OF EMPLOYMENT

1. Safety Complaint Procedure:

~~Bargain-unit~~ Unit members shall immediately report any unsafe, hazardous, unhealthy, or potentially dangerous working conditions to the ~~Commandant/~~Principal or Charter designee, in writing or, in case of emergency, orally. The ~~Commandant/~~Principal or Charter designee shall investigate the reported unsafe condition(s) and then advise the bargaining unit member in writing within five (5) working days of any findings and what action(s); if any, will be taken to correct the reported unsafe condition. If a unit member believes they have been a victim of assault or battery, the unit member may contact law enforcement or may contact the Charter Principal or designee to assist them in contacting law enforcement.

2. Charter Owned Vehicles:

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

3. Workplace Injury:

Unit members shall immediately report workplace injuries suffered in connection with their employment to their ~~Commandant/~~Principal or immediate supervisor Charter designee.

4. Student Information and Access

All unit members will have access to their students' cumulative file located in the Registrar's office. In addition, unit members shall have access to their student's information in the Charter's student information system.

5. Personal Items:

The Charter shall evaluate claims and provide for the payment of the costs of replacing or repairing personal possessions of any unit member, such as eye glasses, hearing aids, dentures, watches or articles of clothing, normally used, worn, or carried by the unit member within the scope of employment when any such items are damaged in an emergency situation without fault of the unit member. If the items are damaged beyond repair, the replacement value of such items shall be paid. The replacement value of such items shall be determined as of the time of the damage thereto. At the Charter's discretion, such payments may be made for damage resulting from non-emergency school related activities. Damaged items must have a minimum value of one hundred dollars (\$100) for it to be considered for approval by the Charter.

ARTICLE XV
COMPENSATION AND BENEFITS

APPENDIX A

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 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.

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.

Effective January 1, 2023, an ongoing six and forty-four one-hundredths percent (6.44%) increase shall be applied to all salary schedules for a total compounded salary increase for 2022-2023 of thirteen and forty-two one-hundredths percent (13.42%). Additionally, all unit members will receive a one-time off-schedule payment of \$4,000. This off-schedule payment shall be paid in November 2022 (5M pay warrant) for those unit members in a paid status as of November 1, 2022. This one-time off-schedule payment shall be prorated for any unit members who are less than full time.

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.

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%).

1. Hourly Compensation:

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 January 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 \$59.15.

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 \$60.35. 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.

2. Extended Classroom Teaching Assignments:

Any unit member who is regularly scheduled to teach one (1) additional classroom period in excess of the normal teaching assignment, shall receive one-seventh (1/7) additional pay. The additional pay shall be based on the unit member's per diem salary multiplied by the number of days the additional class was taught. Unit members will be compensated for extended classroom teaching assignments on a monthly basis, except for the first month of a semester which shall be paid in the following month.

3. Salary Schedule Advancement

In order for unit members to improve their salary status through academic work relating to their professional service, unit members may take graduate or upper division courses at an accredited college or university. It will be the responsibility of each unit member to submit official verification for any courses completed to the Human Resources office no later than September 15 if credits are to apply toward salary advancement for that school year. Salary advancement shall be retroactive to July 1 of that school year. Only courses taken during the previous (5) years shall be eligible. Quarter units are converted to semester units by multiplying the quarter units by two-thirds (2/3).

Part IV - Stipends

Stipends

<u>Positions</u>	<u>% of Column 2/Row 1</u>
Activities Director	12%
Athletic Director	12%
AVID Coordinator	6%
Band Director	7%
Baseball - Head Coach	4%5%
Baseball - Assistant Coach	2%
Basketball - Head Coach	4%5%
Basketball - Assistant Coach	2%
Black Student Union Advisor	3%
Cheer - Head Coach	5%

Cheer - Assistant	2%
Chemical Hygiene Officer	3%
Class Advisor - Senior	4%
Class Advisor - Junior	3%
Community Services Coordinator	9%
Conditioning Coach	3%
Cross Country - Head Coach	4% 5%
Cross Country - Assistant	2%
Dance Team	5%
Dance Assistant	2%
Drama	3%
Department Chair - Physical Education	4%
Department Chair - English	4%
Department Chair - Foreign Language	4%
Department Chair - Math	4%
Department Chair - Science	4%
Department Chair - Social Studies	4%
Drill Coach	4%
ELD Coordinator Lead	4%
Football - Head Coach	9%
Football - Assistant Coach	4.5%
Folklorico Dance	3%
Friday Night Live Advisor	3%
G.A.T.E. Coordinator	3%
Golf - Head Coach	2%
Golf - Assistant Coach	1%
Grade Level Lead (5-8 grade)	4%
Link Crew Coordinator	4%
Military Advisor - Senior	4%
Military Advisor - Assistant	2%
Military Battalion Leader	3%
Military TAC Leader	1%
Miscellaneous Club	3%
Rifle Team	2%
Soccer - Head Coach	4% 5%
Soccer - Assistant Coach	2%
Softball - Head Coach	4% 5%
Softball - Assistant Coach	2%
Technology Coach	9%
Tennis - Head Coach	2%
Tennis - Assistant Coach	1%
Testing Coordinator	4%
Title I Lead	3%
Track - Head Coach	4% 5%
Track - Assistant Coach	2%
Volleyball - Head Coach	4% 5%
Volleyball - Assistant Coach	2%

WEB Coordinator	9%
Wrestling - Head Coach	2%
Wrestling - Assistant Coach	1%
Yearbook Club Advisor	4% 5%

Stipends ~~s~~ percentages shall be based upon column 2 row 1 of the instructor salary schedule. Stipends are intended to cover all work required of the position, including outside of the work day and work year.

Head coaching positions shall be responsible to oversee the entire program, grades 5-12, with assistants ~~s~~ coaches for middle and high school levels according to the size of the program and available funds.

The Charter maintains full and complete authority to determine which programs and the quantity of each stipend it shall allocate in a given school year.

Extra Duty assignments under stipends will be determined annually and shall not be a part of unit members' evaluation of their regular assignment.

Assistant and head coaches of teams who are involved in CIF playoff competition shall receive a bonus equal to ten percent (10%) of their stipend for each week their teams are engaged in playoff competition.

ARTICLE XVII
NEGOTIATIONS PROCEDURES

(Status Quo with the following exceptions)

5. Term

This Agreement will be in effect from July 1, ~~2021~~ 2024 to June 30, ~~2024~~ 2027, with each party able to open two (2) reopeners (Article) each year ~~thereunder~~ thereafter.

ARTICLE ~~XVII~~ XVIII
SUPERVISION OF NON-TEACHERS

(current Article XVII will become Article XVIII)

1. Paraeducators

a. If a unit member develops a concern with regards to the performance of a paraeducator assigned to their work station, the unit member may:

- i. Notify the Principal or designee of the existence of the problem;
- ii. Meet and discuss the problem with the Principal or designee; and
- iii. Participate in determining a course of action relating to the resolution of the problem.

2. Student Teachers

a. The Charter shall work cooperatively with unit members on the assignment of student-teachers from teacher training institutions. No student-teacher shall be assigned to work with a unit member without the unit members' approval. Unit members accepting student-teachers shall be paid the student teacher fee offered by the educational institution. If a student teacher is supervised by more than one (1) master teacher, the fee will be prorated, based on periods assigned to the master teacher(s).

Appendix C - Evaluation Forms and California Standards for the Teaching Profession



California Military Institute

California Standards for the Teaching Profession

CSTP 1: Engaging and Supporting All Students in Learning		CSTP 2: Creating and Maintaining Effective Environments for Student Learning	
1.1	Using knowledge of students to engage them in learning	2.1	Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.
1.2	Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests	2.2	Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive & productive interactions among students
1.3	Connecting subject matter to meaningful, real-life contexts.	2.3	Establishing & maintaining learning environments that are physically, intellectually, and emotionally safe.
1.4	Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.	2.4	Creating a rigorous learning environment with high expectations and appropriate support for all students.
1.5	Promoting critical thinking through inquiry, problem solving, and reflection	2.5	Developing, communicating, and maintaining high standards for individual and group behavior.
1.6	Monitoring student learning and adjusting instruction while teaching.	2.6	Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn.
		2.7	Using instruction time to optimize learning
CSTP 3: Understanding and Organizing Subject Matter for Student Learning		CSTP 4: Planning Instruction and Designing Learning Experiences for all Students	
3.1	Demonstrating knowledge of subject matter, Academic Content Standards, and curriculum frameworks.	4.1	Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.
3.2	Apply knowledge of student development and proficiencies to ensure student understanding of subject matter.	4.2	Establishing and articulating goals for student learning.
3.3	Organizing curriculum to facilitate student understanding of the subject matter	4.3	Developing and sequencing long-term and short-term instructional plans to support student learning.
3.4	Utilizing instructional strategies that are appropriate to the subject matter.	4.4	Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.
3.5	Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.	4.5	Adapting instructional plans for curricular materials to meet the assessed learning needs of all students.
3.6	Addressing the needs of English learners and students with special needs to provide equitable access to the content.		
CSTP 5: Assessing Students for Learning		CSTP 6: Developing as a Professional Educator	
5.1	Applying knowledge of the purposes, characteristics and uses of different types of assessments.	6.1	Reflecting on teaching practice in support of student learning.
5.2	Collecting and analyzing assessment data from a variety of sources to inform instruction	6.2	Establishing professional goals and engaging in continuous and purposeful professional growth and development.
5.3	Reviewing data, both individually and with colleagues, to monitor student learning.	6.3	Collaborating with colleagues and the broader professional community to support teacher and student learning.
5.4	Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.	6.4	Working with families to support student learning.
5.5	Involving all students in self-assessment, goal setting, and monitoring progress.	6.5	Engaging local communities in support of the instructional program.
5.6	Using available technologies to assist in assessment, analysis, and communication of student learning.	6.6	Managing professional responsibilities to maintain motivation and commitment to all students.
5.7	Using assessment information to share timely and comprehensive feedback with students and their families	6.7	Demonstrating professional responsibility, integrity, and ethical conduct.

Both Evaluator and Unit Member mutually agree upon the above selected standards upon which the evaluation is to be based.

Evaluator _____ Unit Member _____ Date _____

APPENDIX D - GRIEVANCE FORMS



CALIFORNIA MILITARY INSTITUTE

GRIEVANCE FORM – LEVEL I

Grievance No. ____ 20 ____ -20 ____

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 the member grievance in writing on the appropriate form to the member's immediate supervisor.

Submission of Complaint: All portions of this section must be completed by the grievant.

EMPLOYEE: _____ JOB TITLE: _____

UNION REPRESENTATIVE: _____ DATE: _____

STATEMENT OF GRIEVANCE:

SPECIFY ARTICLE ALLEGED TO HAVE BEEN VIOLATED (CITE SOURCE):

REMEDY REQUESTED:

SIGNATURE:

DATE:

IMMEDIATE SUPERVISOR'S RESPONSE:

SIGNATURE:

DATE:



CALIFORNIA MILITARY INSTITUTE

GRIEVANCE FORM – LEVEL II

Grievance No. ____ 20____-20____

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.

Request for Mediation – This section must be completed by the grievant. Copy of Grievance Level I form must be attached.

I hereby request mediation for the grievance outlined on the attachments.

UNION REPRESENTATIVE: _____ DATE: _____

EMPLOYEE: _____ JOB TITLE: _____

REASON FOR APPEAL:

REMEDY REQUESTED:

SIGNATURE

DATE:

DATE RECEIVED: _____

MEDIATOR ASSIGNED: _____ MEDIATION DATE: _____



CALIFORNIA MILITARY INSTITUTE

GRIEVANCE FORM – LEVEL III

Grievance No. _____ 20____-20_____

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 advisor arbitration of the dispute.

- Request for Advisory Arbitration – This section must be completed by the grievant. Copies of completed Grievance Forms, Level I and Level II must be attached
- Decline to pursue the grievance through the advisory arbitration procedure set forth in Level II. Request for Charter Board review.

UNION REPRESENTATIVE: _____ DATE: _____

EMPLOYEE: _____ JOB TITLE: _____

Upon completion of this section, grievant shall present original and all attachments to the Principal/Commandant or Designee.

Request for Review by Arbitration Association:

	Date of assignment of arbitrator
	Date of submission of report of American Arbitration Association Review

Dated this 23rd day of October 2024

California Military Institute

Teachers Association (CMITA):

California Military Institute (Charter):

Dana Lane

Dana Lane

Bargaining Chairperson, CMITA



Angel Love Behrens

Negotiations Member, CMITA

Kimberly A. Nelson

Kimberly Nelson

Negotiations Member, CMITA



Mitchel Osborn

Negotiations Member, CMITA

Maribel Escobar

Maribel Escobar

Director, Human Resources



Candace Reines

Deputy Superintendent, Business Services

m. o. Dodson

Michael Dodson, Ed.D.

Principal, California Military Institute