



AGREEMENT

between

CALIFORNIA MILITARY INSTITUTE

and

CALIFORNIA MILITARY INSTITUTE TEACHERS ASSOCIATION

July 1, 2014 - June 30, 2017

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1 AGREEMENT

2 The Articles and provisions contained herein constitute a binding agreement (“Agreement”) by
3 and between the California Military Institute (“Charter”) and the California Military Institute Teachers
4 Association (CMITA).

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6 initial collective bargaining agreement not contained in this document shall be considered withdrawn by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

1 ARTICLE I

2 RECOGNITION

3 1. The Charter confirms its recognition of the Association as the exclusive representative for the
4 certificated unit members as follows: all full time and part time unit members employed by the charter
5 school who are not designated management. Excluded are all positions designated management,
6 supervisory, classified and substitutes.

7 2. The Association agrees that the unit is appropriate and that it will not seek a clarification of the
8 unit, either as to the specific exclusions or the enumerated inclusions, except as to any new positions
9 created subsequent to the signing of this Agreement.

1 ARTICLE II

2 ASSOCIATION RIGHTS

3 1. Use of Bulletin Board Space

4 The Association may use bulletin board spaces as designated by the Principal and subject to the
5 following conditions:

6 a. All postings shall contain the date of posting and identification.

7 b. A copy of each posting shall be delivered to the Commandant/Principal's mailbox at the
8 same time as the posting.

9 c. Posted information will not be defamatory of the Charter School.

10 d. The bulletin board space designated shall be identified with the Association's name.

11 e. The authorized Association Representative shall have the responsibility of posting
12 materials on the bulletin board and keeping such notices timely.

13 2. Use of Mailboxes

14 The Association shall be entitled to place material in the mailboxes of unit members. Such material will
15 be accurately identified by the Association and approved by the Association President or designee.
16 Placement shall be made by the building representative or other authorized Association representative.
17 Copies of all public mailings shall be mailed or delivered to the Commandant/Principal at the same time
18 the materials are placed in the unit member's mailbox.

19 3. Association Activities

20 Unit members or Association officials will conduct all Association business before and/or after the
21 instructional day or during the unit members duty-free lunch.

22 4. Provision of Contact Information

23 Upon reasonable advance request, names, addresses and telephone numbers (if authorized) of all unit
24 members shall be provided, without cost to the Association, to the extent permitted by law.

1 5. Right to Representation

2 Unit members shall enjoy all representation afforded such employees under applicable law.

1 ARTICLE III

2 CHARTER SCHOOL RIGHTS

3 Except as limited by the provisions of this Agreement, the Charter retains its powers and
4 authority to direct, manage, and control, to the extent permitted by law, including determining its
5 organization; directing the work of its unit members; determining the times and hours of operation;
6 determining the kinds, levels, and methods of services to be provided; establishing its educational
7 policies, goals, and objectives; ensuring the rights and educational opportunities of students; determining
8 staffing patterns, number and kinds of personnel required; maintaining the efficiency of Charter
9 operation; determining the curriculum; building, moving, and modifying facilities; establishing budget
10 procedures and determining budgetary allocation; determining the methods of raising revenue;
11 contracting out work; determining class size hiring, classifying, assigning, transferring, evaluating,
12 promoting, terminating, and disciplining unit members.

13 The Charter has the right to declare an emergency and to take action on any matter, including
14 temporarily suspending portions of this Agreement, as required by the emergency. An emergency is a
15 sudden or unforeseen event that requires immediate action. In the event the Charter does temporarily
16 suspend portions of the Agreement, it shall do so only for the period of time reasonably required by the
17 emergency. The Charter will notify the Association of any Board action concerning a declaration of
18 emergency and any action taken by reason of said emergency, which relates to this Agreement. In the
19 event that the Charter does temporarily suspend portions of the Agreement, it shall do so only for the
20 period of time reasonably required by the emergency. The Charter will notify the Association of any
21 Board action concerning a declaration of emergency and any action taken by reason of said emergency,
22 which relates to this Agreement. In the event that the Charter declares an emergency, upon request of
23 the Association, the Charter shall consult with the Association about the reinstatement of the portions of
24 the Agreement affected by the emergency.

1 ARTICLE IV

2 PROFESSIONAL FEES AND PAYROLL DEDUCTIONS

3 1. Dues Deduction Rates

4 Any Unit Member who is a member of the Association, or who has applied for membership, may sign
5 and deliver to the School an assignment authorizing deduction of membership dues, initiation fees and
6 general assessments of the Association. Pursuant to such authorization, the School will deduct annual
7 dues in equal amounts from the regular salary check of the unit member every payroll period.
8 Deductions for unit members who sign such authorization after the commencement of the school year
9 shall be appropriately prorated to complete payments by the end of the school year.

10 2. Mandatory Agency Fee Deductions for Association Members

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

20 3. Exceptions

21 a. Religious Objection: Any unit member who (a) belongs to a church whose traditional
22 tenets or teachings include opposition to support of unions; (b) has a sincere religious belief opposed to
23 support of unions, whether or not they belong to any particular church; or (c) has a sincere religious
24 belief opposed to a particular ideological stance or activity of either the local union or its parent

1 affiliates, shall not be required to join or financially support the Association as a condition of
2 employment. Such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one
3 of the following non-religious, non-labor organizations, charitable funds exempt from taxation under
4 Section 501 (c)(3) of Title 26 of the Internal Revenue Code:

- 5
- 6 i. Habitat for Humanity
- 7 ii. Red Cross
- 8 iii. Friends of Discovery
- 9

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

13 4. Remittance of Funds to CTA

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

18 5. Necessary Information

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

21 6. Salary Deductions

22 Upon appropriate written authorization from the employee, the School will deduct from the salary of any
23 employee and make appropriate remittance for annuities, credit union, insurance and saving bonds. The
24 Association and the Charter School shall jointly approve deductions for any other plans or programs.

1 7. Deductions of Dues or Service Fee

2 Deductions of dues or service fees under this Article shall be pursuant to the schedule submitted by the
3 Association, for employees who execute a form currently in use or any other mutually agreed upon form

4

1 ARTICLE V

2 GRIEVANCE PROCEDURE

3 1. Definitions

4 a. A “Grievance” is a formal written claim by a grievant that there has been a violation,
5 misapplication or misinterpretation of a provision of this Agreement.

6 b. A “Grievant” may be the Association or any unit member.

7 c. A “Day” is a day that the unit member is regularly scheduled to be on duty.

8 d. The “immediate Supervisor” is the lowest level administrator having jurisdiction over the
9 grievant and who has been designated to adjust grievances.

10 2. Right to Representation

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

13 3. Informal Level

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

16 4. Formal Level

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

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

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

3 Level II. If the grievant is not satisfied with the decision at Level I, within ten (10) days he/she
4 may request mediation of the grievance. The mediator shall be appointed by the State Mediation and
5 Conciliation Service.

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

21 After a hearing, and after both parties have had an opportunity to make written arguments, the
22 arbitrator shall submit, in writing to all parties, his/her findings and recommendations which shall be
23 advisory to the parties. By filing a grievance and utilizing the advisory arbitration procedures of Level
24 III, CMITA expressly waives any right to other statutory remedies or to the exercise of any legal process
25 other than as provided by CMITA by the grievance/arbitration process. The processing of a grievance
26 utilizing the advisory 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 the grievance 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.

1 8. Forms

2 Grievance forms shall be prepared by the Charter and will be made available to unit members at the
3 immediate supervisor's office. Grievance forms will be filed in a central file in the Charter office.
4 Grievance forms will be updated and/or reviewed prior to each new contract.

5 9. Early Resolution

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

11 10. Timeline Changes

12 The parties may mutually agree in writing to change or delay timelines in this article. Failure of the
13 grievant or Association to appeal to the next grievance level within the timeline set forth within this
14 Article (or any change mutually agreed to in writing) will be deemed a waiver of their right to appeal the
15 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.

1 ARTICLE VII

2 PROFESSIONAL WORK DAY/WORK YEAR

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

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

11 1. Work Year

12 The work year for certificated employees, except counselors, nurses and teachers on special assignment
13 (TOSA), shall be one hundred eighty-four (184) days of which there will be one hundred eighty (180)
14 student-instructional days. The number of workdays for counselors shall be one hundred and ninety-four
15 (194) days and the number of workdays for TOSAs and nurses shall be two hundred (200).

16 2. Work Day

17 Except counselors, nurses and teachers on special assignment (TOSA), the regular instructional work
18 day for unit members shall not exceed seven (7) hours and thirty (30) minutes, inclusive of a thirty (30)
19 minute duty-free lunch period. Counselors, TOSAs and nurses shall be required to work eight (8) hours
20 and thirty (30) minutes, inclusive of a thirty (30) minute duty-free lunch period.

1 3. Planning Period

2 a. CMITA members shall be provided with a daily planning period or an equivalent period
3 of time. This provision shall not apply to counselors. The planning period shall be the equivalent of one
4 (1) period of instruction. The planning period may be used for instructional planning and preparation,
5 meeting with parents, and meetings with administration.

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

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

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

14 4. Adjunct Duties

15 a. As part of the professional work day, unit members are responsible for participating in
16 annual Back-to-School Night, Open House, IEP meetings, Promotion Ceremonies (as necessary by
17 teaching assignment), and Parent Conferences. To the extent possible, IEP Meetings shall be held
18 during the unit member's work day and shall not interfere with a 30-minute duty-free lunch period.

19 b. Unit members are responsible for supervising three (3) other school events throughout the
20 year, administered in a equitable manner. Each duty shall be no longer than four (4) hours. Any duty
21 assigned beyond the maximum four (4) hours will be compensated at the period substitute rate. All
22 other activities and student performances are subject to voluntary attendance and participation.

23 5. Grades

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

1 6. Supplies and Training

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

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

8 7. Department Chairs

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

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

15 8. Master Schedule

16 CMI shall provide an opportunity for department chairs and counselors to give input into the master
17 schedule for each semester prior to it being made final.

1 ARTICLE VIII

2 CERTIFICATED EVALUATION PROCEDURE

3 **One (1) Year Employment**

4 Unit members who have been employed by the Charter in a position requiring a credential will
5 be evaluated each year for the first four (4) years of employment. The evaluation process will consist
6 of two (2) Formal Observations and one (1) Informal Observation. The summary evaluation will be
7 provided to the unit member on the Certificated Evaluation Form not later than the 18th week after the
8 first day of active employment. In the event the Certificated Evaluation Form contains an
9 “Unsatisfactory” or “Developing Beginning Practice” rating of the unit member’s performance, a
10 meeting will be held with the evaluator, Principal/Commandant and a designee of the Charter Board, to
11 determine continuing employment status.

12 **Veteran Employment**

13 a. After four (4) years of initial employment, the unit member will be evaluated every other
14 year. This evaluation process will consist of one (1) Formal Observation and one (1) Informal
15 Observation, conducted prior to the last school day in January, with the summary evaluation provided to
16 the unit member no later than February 1. In the event the Certificated Evaluation Form contains an
17 “Unsatisfactory” or “Developing Beginning Practice” rating of the unit members performance, the
18 Charter will require an Improvement Plan for each “Unsatisfactory” or “Developing Beginning Practice”
19 rating which must be in effect for a minimum of four (4) weeks before a final Evaluation which contains
20 a rating of “Unsatisfactory Performance” or “Developing Beginning Practice” can be given. In the event
21 that, after the initial Improvement Plan, the unit member fails to demonstrate satisfactory improvement
22 such that their performance in any specific area remains less than “Meets Standards,” a second
23 Improvement Plan may be implemented, at the discretion of the evaluator, to continue, or provide,
24 additional support strategies to further assist the unit member. All improvement Plans must be
25 completed no later than fifteen (15) days prior to the end of the school year. Any post-evaluation
26 conferences will be held no later than five (5) days prior to the end of the school year.

b. A final determination will be made by the Charter Board or designee to return the unit member to One (1) Year status or be released from employment.

c. Upon ratification of this agreement, years of service rendered at CMI or Choice 2000 of each unit member will count as credit toward achieving Veteran Status.

The following standards will be evaluated:

Year 1: Standards 2, 3 and 6

Year 2: Standards 1, 4 and 6

Year 3: Standards 5 and 6, and one additional Standard selected by administration

Year 4: Standards 6, two additional Standards, one selected by the unit member and one selected by the administration.

1 ARTICLE IX

2 COMPLAINTS AND PERSONNEL FILES

3 1. Complaints

4 Complaints against unit members shall be handled according to applicable CMI policies and legal
5 requirements. When appropriate, complainants may be asked to attempt to informally resolve such
6 complaints with the involved unit member.

7 2. Inspection of Personnel Files

8 a. Every unit member shall have the right to inspect and obtain copies of materials in the
9 personnel file consistent with legal requirements.

10 b. Upon written authorization by the unit member, a representative of the Association shall
11 be permitted to examine and/or obtain copies of materials in such unit member's personnel file.

12 3. Placement of Materials in the Personnel File

13 Prior to any derogatory information being placed in a unit member's personnel file, the unit member will
14 be given notice of his or her right to respond and have the response attached to the derogatory
15 information.

1 ARTICLE X

2 LEAVES OF ABSENCE

3 1. Sick Leave

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

7 2. Personal Necessity and Personal Discretion Leave

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

12 b. Personal necessity/personal discretion leave cannot be used to extend a holiday or
13 vacation.

14 3. Pregnancy, Paternity or Adoption

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

17 4. Catastrophic Leave

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

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

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

1 5. Bereavement

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

6 6. Jury Duty

7 Unit members shall be provided three (3) day for Jury Duty service. The unit member will notify
8 administration as soon as possible. Verification of duty will be required.

9 7. Absence Reporting

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

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. 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.

b. At all times possible, teachers given assignment changes after the start of the school year shall receive two (2) days of release time to prepare for the new assignment. Additional time may be granted under unusual circumstances.

1 ARTICLE XII

2 LAYOFF

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

1 ARTICLE XIII

2 SAFETY CONDITIONS OF EMPLOYMENT

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

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

9 3. Unit members shall immediately report workplace injuries suffered in connection with their
10 employment to their Commandant/Principal or immediate supervisor.

1 ARTICLE XIV

2 COMPENSATION AND BENEFITS

3 1. Compensation

4 See salary schedules set forth in Appendix A

5 2. Benefits

6 See Benefits set forth in Appendix B.

1 ARTICLE XV

2 SAVINGS

- 3 1. If any provision of this Agreement is invalidated by law or held to be contrary to law by a court
4 of competent jurisdiction, all other provisions or applications shall continue in full force and effect.

1 ARTICLE XVI

2 NEGOTIATIONS PROCEDURES

3 1. Negotiations

4 Reasonable effort shall be made to commence negotiations prior to April 15, providing the parties have
5 complied with the “Sunshine” requirement.

6 2. Distribution of Ratified Agreement

7 Within Forty-five (45) days of ratification of an Agreement by both parties herein, the Charter School
8 shall have sufficient copies, prepared and delivered to the Union for distribution to each unit member in
9 the school.

10 3. New Bargaining Unit Members

11 The Association shall be responsible for providing a copy of the negotiated Agreement to all new
12 bargaining unit members.

13 4. Effect of Agreement

14 To the fullest extent permitted by law, this Agreement shall supersede rules, regulations or practices of
15 the Charter School.

16 5. Term

17 This Agreement will be in effect from July 1, 2014 to June 30, 2017, with each party able to open salary,
18 benefits and two (2) reopeners (Article) each year thereunder.

1 DATE: 11/3/15

2

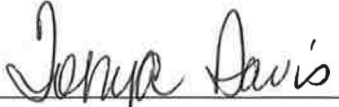
3 **FOR CALIFORNIA MILITARY INSTITUTE:**

4

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6 Steve Swartz, Assistant Superintendent

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9 Tonya Davis, Executive Director


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12 Candace Reines, Assistant Superintendent

FOR CMITA:


Jane Scibilia


Angel Love-Behrens

APPENDIX A

COMPENSATION

Permanently continue the two (2) additional professional development days that were added as a one-time increase in 2014-2015 and was equivalent to 1.086% increase for unit members on a 184 day work year. The professional development days shall be mandatory for all unit members. In 2015-2016 the Charter will offer professional development on August 6-7, 2015 and January 7-8, 2016. Unit members will be required to attend their professional development in either August or January. Beginning in 2016-2017 the two (2) professional development days shall be selected by the Charter.

Negotiations on Appendix A and B (Compensation and Benefits) shall be closed for 2014-2015 and 2015-2016. However, the Charter and the Association agree to reopen negotiations on compensation and benefits (Appendix A and B) if the Statewide Gap Funding Rate for 2015-2016 included in the 2015-2016 California Department of Education First Principal Apportionment School District LCFF Transition Calculation Exhibit increases or decreases by at least 3% from 53.08%. Additionally, the Charter and the Association agree to reopen negotiations on compensation and benefits (Appendix A and B) if as part of the enacted State Budget Act for 2015-2016, additional funds are included to cover the increases to the employer portion of CalSTRS.

Hourly Compensation:

Effective July 1, 2014, hourly compensation shall be paid as follows:

1. Period subbing shall be paid at \$37.90 per period hour.
2. Summer school shall be paid at \$43.05 per hour.
3. The hourly rate of pay for Saturday School, tutoring and any other pre-authorized extra duty shall be \$34.95 per hour.

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.

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.

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 ($\frac{2}{3}$).

Stipends

The MOU dated September 4, 2014 will be extended for one year and shall sunset June 30, 2016, unless otherwise modified by mutual written agreement of the parties.

SALARY SCHEDULES



CALIFORNIA MILITARY INSTITUTE
INSTRUCTOR SALARY SCHEDULE # 211
EFFECTIVE 07/01/2015 W/6.5% INCREASE
186 CONTRACT DAYS

Row	BA	BA + CLEAR CREDENTIAL	BA + CLEAR CREDENTIAL + 15 UNITS	BA + CLEAR CREDENTIAL + 45 UNITS	BA + CLEAR CREDENTIAL + 45 UNITS W/MA
1	\$ 51,450.00	\$ 56,867.00	\$ 60,250.00	\$ 63,637.00	\$ 67,698.00
2	\$ 52,806.00	\$ 58,220.00	\$ 61,606.00	\$ 64,991.00	\$ 69,052.00
3	\$ 54,158.00	\$ 59,576.00	\$ 62,959.00	\$ 66,346.00	\$ 70,406.00
4		\$ 60,929.00	\$ 64,315.00	\$ 67,698.00	\$ 71,760.00
5		\$ 62,281.00	\$ 65,668.00	\$ 69,052.00	\$ 73,114.00
6		\$ 63,637.00	\$ 67,020.00	\$ 70,406.00	\$ 74,468.00
7			\$ 68,376.00	\$ 71,760.00	\$ 75,824.00
8			\$ 69,730.00	\$ 73,115.00	\$ 77,177.00
9			\$ 71,086.00	\$ 74,469.00	\$ 78,532.00
10			\$ 72,460.00	\$ 75,825.00	\$ 79,887.00
11				\$ 77,178.00	\$ 81,240.00
12				\$ 78,533.00	\$ 82,596.00
13				\$ 79,888.00	\$ 83,950.00
14				\$ 81,242.00	\$ 85,304.00
15				\$ 82,597.00	\$ 86,658.00
16					\$ 88,013.00
17					\$ 89,367.00
18					\$ 90,722.00
19					\$ 92,076.00
20					\$ 93,430.00
21					\$ 94,785.00
22					\$ 96,140.00
23					\$ 97,494.00
24					\$ 98,848.00
25					\$ 100,204.00



CALIFORNIA MILITARY INSTITUTE
COUNSELOR SALARY SCHEDULE #214
EFFECTIVE 07/01/2015 W/6.5% INCREASE
196 CONTRACT DAYS

Row	BA	BA + CLEAR CREDENTIAL	BA + CLEAR CREDENTIAL + 15 UNITS	BA + CLEAR CREDENTIAL + 45 UNITS	BA + CLEAR CREDENTIAL + 45 UNITS W/MA
1	\$ 54,739.00	\$ 60,499.00	\$ 64,101.00	\$ 67,702.00	\$ 72,025.00
2	\$ 56,180.00	\$ 61,940.00	\$ 65,543.00	\$ 69,143.00	\$ 73,466.00
3	\$ 57,621.00	\$ 63,381.00	\$ 66,983.00	\$ 70,585.00	\$ 74,907.00
4		\$ 64,822.00	\$ 68,425.00	\$ 72,026.00	\$ 76,348.00
5		\$ 66,263.00	\$ 69,865.00	\$ 73,467.00	\$ 77,789.00
6		\$ 67,705.00	\$ 71,307.00	\$ 74,908.00	\$ 79,230.00
7			\$ 72,747.00	\$ 76,349.00	\$ 80,671.00
8			\$ 74,189.00	\$ 77,790.00	\$ 82,112.00
9			\$ 75,629.00	\$ 79,231.00	\$ 83,552.00
10			\$ 77,071.00	\$ 80,672.00	\$ 84,993.00
11				\$ 82,113.00	\$ 86,434.00
12				\$ 83,554.00	\$ 87,875.00
13				\$ 84,994.00	\$ 89,316.00
14				\$ 86,435.00	\$ 90,758.00
15				\$ 87,876.00	\$ 92,198.00
16					\$ 93,640.00
17					\$ 95,081.00
18					\$ 96,522.00
19					\$ 97,963.00
20					\$ 99,404.00
21					\$ 100,845.00
22					\$ 102,286.00
23					\$ 103,727.00
24					\$ 105,168.00
25					\$ 106,609.00



CALIFORNIA MILITARY INSTITUTE
TEACHER ON SPECIAL ASSIGNMENT SALARY SCHEDULE #217
EFFECTIVE 07/01/2015 W/6.5% INCREASE
202 CONTRACT DAYS

Row	BA	BA + CLEAR CREDENTIAL	BA + CLEAR CREDENTIAL + 15 UNITS	BA + CLEAR CREDENTIAL + MA	BA + CLEAR CREDENTIAL + MA + 45 UNITS
1	\$ 59,101.00	\$ 65,321.00	\$ 69,209.00	\$ 73,097.00	\$ 77,764.00
2	\$ 60,681.00	\$ 66,901.00	\$ 70,788.00	\$ 74,678.00	\$ 79,344.00
3	\$ 62,260.00	\$ 68,481.00	\$ 72,369.00	\$ 76,257.00	\$ 80,924.00
4		\$ 70,061.00	\$ 73,948.00	\$ 77,837.00	\$ 82,503.00
5		\$ 71,640.00	\$ 75,529.00	\$ 79,417.00	\$ 84,083.00
6		\$ 73,220.00	\$ 77,109.00	\$ 80,996.00	\$ 85,663.00
7			\$ 78,689.00	\$ 82,577.00	\$ 87,243.00
8			\$ 80,269.00	\$ 84,156.00	\$ 88,823.00
9			\$ 81,848.00	\$ 85,737.00	\$ 90,403.00
10			\$ 83,428.00	\$ 87,317.00	\$ 91,983.00
11				\$ 88,897.00	\$ 93,563.00
12				\$ 90,477.00	\$ 95,143.00
13				\$ 92,056.00	\$ 96,723.00
14				\$ 93,636.00	\$ 98,303.00
15				\$ 95,216.00	\$ 99,882.00
16					\$ 101,463.00
17					\$ 103,042.00
18					\$ 104,622.00
19					\$ 106,202.00
20					\$ 107,781.00
21					\$ 109,362.00
22					\$ 110,942.00
23					\$ 112,523.00
24					\$ 114,102.00
25					\$ 115,681.00



CALIFORNIA MILITARY INSTITUTE
SCHOOL NURSE SALARY SCHEDULE #218
EFFECTIVE 07/01/2015 W/6.5% INCREASE
202 CONTRACT DAYS

Row	BA	BA + CLEAR CREDENTIAL	BA + CLEAR CREDENTIAL + 15 UNITS	BA + CLEAR CREDENTIAL + 45 UNITS	BA + CLEAR CREDENTIAL + 45 UNITS W/MA
1	\$ 53,076.00	\$ 58,835.00	\$ 62,437.00	\$ 66,036.00	\$ 70,356.00
2	\$ 54,502.00	\$ 60,261.00	\$ 63,863.00	\$ 67,462.00	\$ 71,783.00
3	\$ 55,930.00	\$ 61,688.00	\$ 65,289.00	\$ 68,888.00	\$ 73,209.00
4		\$ 63,114.00	\$ 66,715.00	\$ 70,316.00	\$ 74,635.00
5		\$ 64,540.00	\$ 68,142.00	\$ 71,742.00	\$ 76,061.00
6		\$ 65,967.00	\$ 69,568.00	\$ 73,168.00	\$ 77,488.00
7			\$ 70,994.00	\$ 74,594.00	\$ 78,914.00
8			\$ 72,420.00	\$ 76,021.00	\$ 80,340.00
9			\$ 73,847.00	\$ 77,447.00	\$ 81,766.00
10			\$ 75,273.00	\$ 78,873.00	\$ 83,194.00
11				\$ 80,299.00	\$ 84,620.00
12				\$ 81,726.00	\$ 86,046.00
13				\$ 83,152.00	\$ 87,472.00
14				\$ 84,578.00	\$ 88,899.00
15				\$ 86,004.00	\$ 90,325.00
16					\$ 91,751.00
17					\$ 93,178.00
18					\$ 94,604.00
19					\$ 96,030.00
20					\$ 97,456.00
21					\$ 98,883.00
22					\$ 100,309.00
23					\$ 101,735.00
24					\$ 103,161.00
25					\$ 104,588.00

APPENDIX B

BENEFITS

Effective July 1, 2014, health and welfare benefits offered by the Charter to all unit members shall be as follows:

1. Unit members shall be eligible for medical, dental and vision plans as offered through the joint powers authority, "REEP". Medical premiums shall be offered on a tiered rate structure. Dental and vision shall be offered on composite rate structure. The Charter contribution towards premiums for health and welfare benefits for full-time unit members will be \$9,200 single coverage, \$11,200 for two-party coverage and \$13,200 for family coverage. Limit the Charter contribution to that of HMO medical coverage premium levels. If a unit member selects a plan with a higher premium, such as PPO, the Charter will only contribute up to the amount of the HMO premium, even if the PPO premium is under the amount of cap.
2. Except for those unit members with duplicate medical coverage, all full-time unit members shall be required to take medical coverage, including dental and vision. Unit members working less than full-time may choose to take health coverage, but are not required to do so.
3. Unit members who have duplicate medical coverage may elect not to receive medical benefits and, instead, may elect to receive cash compensation. Unit members who choose the cash option will receive cash compensation in the amount of two-thousand dollars (\$2,000) per year.
4. Unit members with cash option who are less than full-time will not receive dental or vision benefits in addition to the cash option. Unit members may choose to purchase dental and/or vision benefits from the Charter at the same premium offered to all other unit members.
5. Unit members with cash option who are full-time will be enrolled in the least expensive dental and vision plans available to the Charter. Unit members may choose to purchase more expensive dental and/or vision benefits from the Charter at the same premium offered to all other unit members. The difference in the plan(s) selected by the unit member and the least expensive plans offered by the Charter will be borne by the unit member.
6. Insurance benefits must be applied for by the unit member within thirty (30) days of employment. Plan year renewal dates shall be consistent with the plan year renewal offered through the REEP JPA (currently July 1). Unit members shall be permitted to make changes to insurance selections only (1) during open enrollment; or (2) upon change of status.

7. Full insurance benefits provided by the Charter shall apply only to regular full-time unit members. Insurance benefits for those unit members working less than a full-time contract, shall be applied on a prorated basis consistent with the percentage of the unit members contract.

Additional Provisions

Employees who exhausted all sick leave in 2014-2015 and were erroneously deducted for substitute differential rather than the full per diem as was the correct procedure, and were subsequently informed of payroll deductions in the amount of this difference, shall be made whole. No substitute differential shall be available beyond June 30, 2015.



CERTIFICATED EVALUATION FORM

Teacher

Employee Name:

Grades/Subject/Assignment:

School Year:

Veteran:

☐

One Year:

☐

1st

☐

2nd

☐

3rd

☐

4th

Emergency:

☐

Intern:

☐

Temporary

☐

Other:

☐

Scale:

(E) Exemplifies the standard **(M)** Meets standards **(DBP)** Developing Beginning Practice **(U)** Unsatisfactory

In the areas of evaluation below, check off your rating of the employee based on the above scale in the boxes provided. A (DPB) Developing Beginning Practice or (U) Unsatisfactory rating must be accompanied by specific written suggestions to improve performance (use Improvement Plan).

AREAS OF EVALUTION: <u>CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION</u>		E	M	DBP	U
1. STANDARD ONE: Engaging & Supporting All Students in Learning					
1.1	Connecting students' prior knowledge, life experience, and interests with learning goals				
1.2	Using a variety of instructional strategies and resources to respond to students' diverse needs				
1.3	Facilitating learning experiences that promote autonomy, interaction, and choice				
1.4	Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful				
1.5	Promoting self-directed, reflective learning for all students				
2. STANDARD TWO: Creating & Maintaining Effective Environments for Student Learning					
2.1	Creating a physical environment that engages all students				
2.2	Establishing a climate that promotes fairness and respect				
2.3	Promoting social development and group responsibility				
2.4	Establishing and maintaining standards for student behavior				
2.5	Planning and implementing classroom procedures and routines that support student learning				
2.6	Using instructional time effectively				
3. STANDARD THREE: Understanding & Organizing Subject Matter for Student Learning					
3.1	Demonstrating knowledge of subject matter content and student development				
3.2	Organizing curriculum to support student understanding of subject matter				
3.3	Interrelating ideas and information within and across subject matter areas				
3.4	Developing student understanding through instructional strategies that are appropriate to the subject matter				
3.5	Using materials, resources, and technologies to make subject matter accessible to students				
4. STANDARD FOUR: Planning Instruction & Designing Learning Experiences for all Students					
4.1	Drawing on and valuing students' backgrounds, interests, and developmental learning needs				
4.2	Establishing and articulating goals for student learning				
4.3	Developing and sequencing instructional activities and materials for student learning				
4.4	Designing short-term and long-term plans to foster student learning				
4.5	Modifying instructional plans to adjust for student needs				



CERTIFICATED EVALUATION FORM

AREAS OF EVALUTION: <u>CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION</u>	E	M	DBP	U
5. STANDARD FIVE: Assessing Student Learning				
5.1 Establishing and communicating learning goals for all students				
5.2 Collecting and using multiple sources of information to assess student learning				
5.3 Involving and guiding all students in assessing their own learning				
5.4 Using the results of assessments to guide instruction				
5.5 Communicating with students, families, and other audiences about student progress				
6. STANDARD SIX: Developing as a Professional Educator				
6.1 Reflecting on teaching practice and planning professional development				
6.2 Establishing professional goals and pursuing opportunities to grow professionally				
6.3 Working with communities to improve professional practice				
6.4 Working with families to improve professional practice				
6.5 Working with colleagues to improve professional practice				
6.6 Balancing professional responsibilities and maintaining motivation				

7. Overall Evaluation:

7.1 Commendations:

7.2 Recommendations:

8. Improvement Plan: This employee performs professional duties conducive to the academic, social, and emotional needs of all students.

☐ Yes ☐ No ☐ Needs to improve (site professional teaching standards):

Date scheduled to review Improvement Plan (if needed):

9. Employment Status Recommendation:

Evaluatee's signature does not indicate endorsement of the evaluation but is recognition that discussion has taken place. Unit member may submit a letter of rebuttal to evaluation, if they so desire.

Teacher's Signature

Date

Evaluator's Signature

Date

California Standards for the Teaching Profession – Standard 1 Rubric
Engaging and Supporting All Students in Learning

Std	Element	Exemplifies the Standard	Meets Standard	Developing Beginning Practice	Unsatisfactory
1.1	Connecting Students' prior knowledge, life experience, and interest with learning goals.	The Teacher facilitates as students connect and apply their prior knowledge and life experiences, and interests to new learning and the achievement of learning goals. The teacher builds on students' questions and comments during lesson to modify instruction.	The teacher makes substantial connections between the learning goals and the students' prior knowledge, life experiences and interest. The teacher elicits and uses students' questions and comments during a lesson to extend their understanding.	The teacher makes some connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher elicits some questions from students during a lesson to monitor their understanding.	The teacher makes no connection between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher does not elicit student questions or comments during a lesson.
1.2	Using a variety of instructional strategies and resources to respond to students' diverse needs	The teachers make skillful use of a wide repertoire of instructional strategies to engage all students learning, making adjustments while teaching to respond to students' needs.	The teacher uses a variety of instructional strategies that are appropriate to the students and the instructional goals. The teacher carries these strategies out thoughtfully, making some adjustments to respond to students' needs	The teacher uses a selection of instructional strategies that are largely appropriate to the students and the instructional goal, but they may lack variety or may not be responsive to students needs.	The teacher's uses instructional strategies, but they lack variety, are poorly carried out, or are inappropriate to the students or to the instructional goals. No adjustments are made to respond to the students' needs.
1.3	Facilitating learning experiences that promote autonomy, interaction, and choice.	Learning experiences are facilitated by the teacher and support a variety of constructive interactions, autonomy, and choice in the pursuit of significant learning.	Learning experiences are facilitated by the teacher to promote constructive interactions, autonomy, and choice, and to encourage and support student involvement in learning.	Learning experiences are directed by the teacher and allow limited student autonomy, interaction, and choice	Learning experiences are directed by the teacher, permitting no student autonomy, interaction, and choice.
1.4	Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful	Learning opportunities are provided that extend student thinking, and engage and support all students in problem solving, inquiry, and analysis, of subject matter concepts and questions within or across subject matter areas.	Learning opportunities and support are provided for students to engage in problem solving and in investigating and analyzing subject matter concepts and questions within subject matter areas.	Some learning opportunities are provided for students to engage in problem solving within subject matter areas, but little support is given to develop necessary skills.	No learning opportunities are provided for students to engage in problem solving, analysis, or inquiry within or across subject matter areas.
1.5	Promoting self-directed, reflective learning for all students.	Students take initiative for their own learning, and reflect on, talk about, and evaluate their own work with peers.	Students are supported in developing the skills needed to monitor their own learning during activities. Students reflect on and talk about their own work with peers.	Students' learning is directed and monitored by the teacher, and some opportunities are provided for students to reflect on their work individually.	No opportunities are provided for students to initiate their own learning or to monitor their own work.

California Standards for the Teaching Profession – Standard 2 Rubric
Creating and Maintaining Effective Environments

Std	Element	Exemplifies the Standard	Meets Standard	Developing Beginning Practice	Unsatisfactory
2.1	Creating a physical environment that engages all students.	The arrangement of the physical environment ensures safety and accessibility and facilitates constructive interaction and purposeful engagement in learning activities.	The arrangement of the physical environment ensures safety and accessibility. Most students work well individually or together as they participate in learning activities.	The physical environment is arranged for safety and accessibility, and it facilitates individual student engagement in learning.	The physical environment does not support student learning. There are one or more safety hazards, and materials are difficult to access when needed.
2.2	Establishing a climate that promotes fairness and respect	Students ensure that a climate of equity, caring, and respect is maintained in the classroom and students take risks and are relative. The pattern of teacher response to inappropriate behavior is fair and equitable.	A climate of fairness, caring, and respect is maintained by the teacher, and students are encouraged to take risks and be created. The pattern of teacher response to inappropriate behavior is fair and equitable.	A climate of fairness, caring, and respect is established by the teacher for most students, but few students take risks and the teacher does little to encourage them. For the most part, the pattern of teacher response to inappropriate behavior is fair and equitable.	The classroom climate is characterized by unfairness or disrespect, either between the teacher and students or among students. Students are unwilling to take risks. Teacher response to inappropriate behaviors is unfair or inequitable.
2.3	Promoting social development and group responsibility.	Students work independently and collaboratively and maintain a classroom community in which they respect each other's differences, assume leadership, and are responsible for themselves and their peers.	Student respect each other's differences and work independently and collaboratively, taking responsibility for themselves and their peers.	Students respect each other's differences most of the time and work together moderately well. The teacher provides limited opportunities for student to assume responsibility.	Students' Social development, self-esteem, and diversity are not supported, and students have no sense of responsibility for each other.
2.4	Establishing and maintaining standards for student behavior	Students and teacher ensure that classroom procedures and routines operate seamlessly and efficiently.	Standards for behavior are established, are clear to all students, and are maintained by the teacher. The teacher's response to student behavior is appropriate.	Standards for behavior have been established by the teacher, and the teacher's response to student behavior is generally appropriate.	No standards for behavior appear to have been established, or students are confused about what the standards are.
2.5	Planning and implementing classroom procedures and routines that support learning.	Students and teacher ensure that classroom procedures and routines operate seamlessly and efficiently.	Procedures and routines work smoothly, with no loss of instructional time.	Procedures and routines have been established and work moderately well with little loss of instructional time.	Classroom procedures and routines have not been established or are not being enforced.
2.6	Using instructional time effectively	Pacing of the lesson is adjusted as needed to ensure the engagement of all students in learning activities. Transitions are seamless.	Pacing of the lesson is appropriate to the activities and enables all students to engage successfully with the content. Transitions are smooth.	Instructional time is paced so that most of students complete learning activities. Transitions used to move students into new activities are generally effective.	Learning activities are often rushed or too long, and transitions are rough or confusing, resulting in a loss of instructional time.

California Standards for the Teaching Profession – Standard 3 Rubric Understanding and Organizing Subject Matter

Std	Element	Exemplifies the Standard	Meets Standard	Developing Beginning Practice	Unsatisfactory
3.1	Demonstrating knowledge of subject matter content and student development.	The teacher's working knowledge of subject matter and individual students' development incorporates a broad range of perspectives, strongly supports all students' learning, and is current.	The teacher's working knowledge of subject matter and basic principles of student development incorporates different perspectives, supports all students learning, and is current.	The teacher's working knowledge of subject matter and basic principles of student development reflects a single perspective, supports some student's learning, and is usually current.	The teacher's working knowledge of subject matter and student development is inconsistently evident, does not adequately support student's learning, or may not be current.
3.2	Organizing curriculum to support student understanding of subject matter.	The curriculum is organized and sequenced and demonstrates concepts, themes, and skills, and the relationships between them. It reveals and values a broad range of perspectives, and is organized to ensure that all students develop a deep understanding of core concepts	The curriculum is organized and sequences; demonstrates concepts, themes, and skills; reveals and values different perspectives; and supports an understanding of core concepts.	The curriculum is loosely organized; inconsistently demonstrates concepts, themes and skills without revealing or valuing different perspectives; and supports and understanding of core concepts for students.	The curriculum is not organized and it rarely demonstrates concepts, themes, and skills; rarely values different perspectives; or rarely supports students' understanding of core concepts.
3.3	Interrelating ideas and information within and across subject matter areas.	The teacher facilitates students as they identify and integrate concepts and information within and across curriculum, relate content to their lives and previous learning, and use this to extend their understanding.	The teacher identifies and integrates key concepts and information within the curriculum, relates content to students; lives, and uses previous learning to extend student's understanding.	The curriculum is loosely organized; inconsistently demonstrates concepts, themes, and skills without revealing or valuing different perspectives; and supports an understanding of core concepts for students.	The curriculum is not organized and it rarely demonstrates concepts, themes, and skills; rarely values different perspectives; or rarely supports students' understanding of core concepts.
3.4	Developing student understanding through instructional strategies that are appropriate to the subject matter.	A repertoire of instructional strategies is used to make content accessible to all students, to challenge them to think critically, and to deepen their knowledge of and enthusiasm for subject matter.	The teacher uses appropriate instructional strategies to make content accessible to students, to encourage them to think critically, and to extend their knowledge of subject matter.	The teacher may use a few instructional strategies to students, and may encourage some students to think critically or to extend their knowledge of subject matter.	Instructional strategies are not appropriately matched to subject matter content or concepts, and do not encourage students to think critically or to extend their knowledge.
3.5	Using materials, resources, and technologies to make subject matter accessible to students.	A range of instructional materials, resources, and technologies are integrated into the curriculum to extend students' understanding of content and concepts. Materials reflect diverse perspectives.	Instructional materials, resources, and technologies support the curriculum and promote students' understanding of content and concepts. Materials reflect diverse perspectives.	Instructional materials, resources and technologies are used infrequently to convey key subject matter concepts. Materials may reflect diverse perspectives.	Instructional materials, resources, and technologies are either not used or used inappropriately. Materials do not accurately reflect diverse perspectives.

California Standards for the Teaching Profession – Standard 4 Rubric
Planning Instruction and Designing Learning Experiences

Std	Element	Exemplifies the Standard	Meets Standard	Developing Beginning Practice	Unsatisfactory
4.1	Drawing on and valuing students' backgrounds, interests, and developmental learning needs.	Instructional plans build on students' backgrounds, experiences, interests, and developmental needs to support all students' learning.	Instructional plans reflect students' backgrounds, experiences, interests, and developmental needs to support students' learning.	Instructional plans are partially drawn from information about students' backgrounds, experiences, interests, and developmental needs to support students' learning.	Instructional plans do not match or reflect students' backgrounds, experiences, interests, and developmental needs, and do not support students' learning.
4.2	Establishing and articulating goals for student learning.	Short-term and long-term instructional goals are set by teacher and students, and integrate students' language, experience, and home and school expectations. Goals are appropriately challenging for students and represent valuable learning. Expectations for students are generally high.	Short-term and long-term instructional goals are based on student's language, experience, or home and school expectations. Goals are appropriately challenging for most students and represent valuable learning. Expectations for student are generally high.	Some instructional goals address students' language, experience, and/or home and school expectations. Expectations for students are inconsistent.	Instructional goals are not established or do not address students' language, experience, or home and school expectations. Expectations for student are low.
4.3	Developing and sequencing instructional activities and materials for student learning.	Instructional activities and materials are differentiated to reflect individual students' interests and developmental needs, and engage all students in meaningful learning. Activities support the learning goals and are logically sequenced to clarify content concepts.	Instructional activities and materials are appropriate to students and the learning goals, make content and concepts relevant, and engage most students in meaningful learning. Activities are logically sequenced within individual lessons.	Instructional activities and materials are partially appropriate to students and the learning goals, and engage some students in meaningful learning. Some activities are logically sequenced within individual lessons.	Instructional activities materials are not appropriate to the students, or the instructional goals do not engage students in meaningful learning. Activities are not logically sequenced.
4.4	Designing short-term and long-term plans to foster student learning.	Long-term plans are highly coherent. Learning sequences are responsive to the needs of individual students and promote understanding of complex concepts.	Long-term plans have a coherent structure, with learning activities individual lessons well-sequenced to promote understanding of concepts.	Long-term plans have a recognizable structure, although the sequence of individual lessons is uneven and only partially helps students develop conceptual understanding.	Individual lesson plans have little or no relation to long-term goals, or a unit plan has little recognizable structure.
4.5	Modifying instructional plans to adjust for student needs.	Instructional plans are modified as needed, based on formal and informal assessment and students' suggestions, to ensure deeper conceptual understanding by all students.	Instructional plans are modified as needed to enhance student learning based on formal and informal assessment	Modifications to instructional plans address only superficial aspects of the lesson.	Instructional plans are not modified, in spite of evidence that modifications would improve student learning.

California Standards for the Teaching Profession – Standard 5 Rubric Assessing Student Learning

Std	Element	Exemplifies the Standard	Meets Standard	Developing Beginning Practice	Unsatisfactory
5.1	Establishing and communicating learning goals for all students.	Learning goals are established by the teacher, students, and families; are appropriate to student's needs and the curriculum; and meet district and state expectations. Goals are communicated to all students and families, and are revised as needed.	Learning goals are established in relation to students' needs and the curriculum, and meet district and state expectations. Goals are communicated to all students and their families, and are revised as needed.	Learning goals are established to meet school and district expectations. Goals are communicated to all students without revision.	Few or no learning goals are established. Learning goals are not revised or clearly communicated to students or families.
5.2	Collecting and using multiple sources of information to assess student learning.	The teacher uses a variety of sources to collect information about student learning and a wide range of appropriate assessment strategies to understand student progress.	The teacher uses a variety of sources to collect information about student learning and several appropriate assessment strategies to understand student progress.	The teacher uses one or two sources of information to assess student learning and one or two assessment strategies to understand student progress.	The teacher uses no consistent sources of information to assess student learning and/or uses assessment strategies that are not appropriate to students' learning.
5.3	Involving and guiding all students in assessing their learning.	Ongoing student reflection and self-assessment are integrated into the learning process. Students demonstrate assessment skills and strategies and discuss work with peers.	Student reflection and self-assessment are included in most learning activities. The teacher models assessment skills and strategies to help students understand their own work and discuss it with peers.	Student reflection is encouraged and guided by the teacher during some activities. Opportunities are provided for students to discuss work with peers.	The teacher does not encourage student to reflect on or assess their own work.
5.4	Using the results of assessment to guide instruction.	Information from a variety of ongoing assessments is used to plan and modify learning activities, and to support class and individual student needs and achievement. Assessments are used to adjust instruction while teaching in response to student needs.	Information from a variety of assessments is used to plan and modify learning activities, as well as to meet class and individual student needs and achievement. Assessments are occasionally used to adjust instruction while teaching.	Information from a limited range of assessments is used to plan learning activities and may support class needs and achievement. Assessments are not used to adjust instruction while teacher.	Information about student learning is inappropriately or not used by the teacher to plan, guide, or adjust instruction.
5.5	Communicating with students, families, and other audiences about student progress.	Students participate with the teacher to exchange information about their learning with families and support personnel in way that improve understanding and encourage academic progress.	The teacher regularly exchanges information about student learning with students, families, and support personnel in way that improve understanding and encourage progress.	The teacher provided information about student learning to students, families, and support personnel to promote understanding and academic progress.	The teacher provides some information about student learning to students, families, and support personnel, but the information incomplete or unclear.

California Standards for the Teaching Profession – Standard 6 Rubric
Developing as a Professional Educator

Std	Element	Exemplifies the Standard	Meets Standard	Developing Beginning Practice	Unsatisfactory
6.1	Reflecting on teaching practice and planning professional development	The teacher reflects on his or her teaching practice in relation to student learning and instructional goals, assesses growth over time, and plans professional development based on reflection.	The teacher reflects on his or her teaching practice in relation to areas of concern and student learning, assesses growth over time, and may use reflection to plan professional development.	The Teacher reflects on some lessons and areas of concern in his or her teaching practice, assess growth in these areas with assistance, and may use reflection to plan professional development.	The teacher may reflect on specific programs or areas of concern in his or her teaching practice, but rarely uses reflection to assess growth over time or to plan professional development.
6.2	Establishing professional goals and pursuing opportunities to grow professionally.	Professional goals are extended and the teacher purposefully pursues opportunities to expand knowledge and skills, and participates in and contributes to the professional community.	Professional goals are developed and the teacher pursues opportunities to acquire new knowledge and skills, and participates in the professional community.	Professional goals are established with assistance. The teacher pursues some opportunities to acquire new knowledge and skills, but infrequently participates in the professional community.	Professional goals are not established to guide practice. The teacher rarely pursues opportunities to develop new knowledge or skills, or to participate in professional community.
6.3	Working with communities to improve professional practice.	The teacher values students' communities and uses knowledge of them to benefit students and families, provide students with experiences that support their learning, and promote collaboration between school and community.	The teacher values students' communities and develops knowledge of them to benefit students and families, provide some experiences to support student learning, and support collaboration between school and community.	The teacher understands the importance of students' communities, but is not sure how to apply this to benefit students and families, provide experiences to support learning, or promote collaboration with the school.	The teacher has limited knowledge of students; communities or of how to access them to provide learning experiences for student or to promote collaboration with the school.
6.4	Working with families to improve professional practice.	The teacher reflects all students' families, understands their diverse backgrounds, maintains ongoing positive interactions, and provides multiple opportunities for families to participate in the classroom or school community.	The teacher respects students' families, develops positive communication and an understanding of their diverse backgrounds, and provides opportunity for families to participate in the classroom or school community.	The teacher respects some students' families, initiates communication and develops an understanding of their diverse backgrounds, and may provide some opportunities for families to participate in the classroom or school community.	The teacher may demonstrate respect for students' families or their backgrounds, but has limited communication with families, and is not sure how to provide opportunities for participation in the classroom or school classroom.
6.5	Working with colleagues to improve professional practice.	The teacher engages in dialogue and reflection with colleagues, collaborates with staff to meet students' needs, and contributes to school-wide decision making, events, and professional development.	The teacher engages in dialogue with colleagues, collaborates with staff to meet students' needs, and participates in school-wide events.	The teacher engages in dialogue with some colleagues, seeks out staff to help meet student's needs, and participates in some school-wide events.	The teacher rarely converses with colleagues, rarely seeks out other staff to meet student needs, and rarely participates in school or district event or learning activities

SIDE LETTER AGREEMENT NO 1:2014-17
BETWEEN THE CALIFORNIA MILITARY INSTITUTE AND CALIFORNIA MILITARY INSTITUTE
TEACHERS ASSOCIATION (CMITA), REGARDING STIPEND POSITIONS

This Side Letter Agreement is entered into by and between the California Military Institute ("CMI") and California Military Institute Teachers Association ("CMITA"). CMI AND CMITA may be referred to hereafter as the "Parties".

WHEREAS, CMI and CMITA desire to enter into this Side Letter Agreement ("Agreement") concerning certain stipend extra duty assignments; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Activities Director (9%)
2. Athletic Director (9%)
3. Band Director (2%)
4. Baseball – Assistant Coach (2%)
5. Baseball – Head Coach (4%)
6. Basketball – Assistant Coach, Boys (2%)
7. Basketball – Assistant Coach, Girls (2%)
8. Basketball – Head Coach, Boys (4%)
9. Basketball – Head Coach, Girls (4%)
10. Cheer Team (4%)
11. Class Advisor - Junior (1.5%)
12. Class Advisor - Senior (2.0%)
13. Community Services Coordinator (9.0%)
14. Cross Country (1.5%)

15. Dance Team (4%)
16. Department Chair – Physical Education (2%)
17. Department Chair – English (4%)
18. Department Chair – Foreign Language (1.5%)
19. Department Chair – Math (4%)
20. Department Chair – Science (4%)
21. Department Chair – Social Studies (4%)
22. Drill Coach (2%)
23. Football – Assistant Coach (4.5%)
24. Football – Head Coach (8.5%)
25. Sr. Military Advisor (4%)
26. Military Advisor – Assistant (2%)
27. Military TAC Leader (1%)
28. Rifle Team (2%)
29. Soccer – Assistant Coach, Boys (2%)
30. Soccer – Assistant Coach, Girls (2%)
31. Soccer – Head Coach, Boys (4%)
32. Soccer – Head Coach, Girls (4%)
33. Softball – Assistant Coach (2%)
34. Softball – Head Coach (4%)
35. Testing Coordinator (1.5%)

36. Track – Assistant Coach (1%)
37. Track – Head Coach (2%)
38. Volleyball – Assistant Coach (1%)
39. Volleyball – Head Coach (3%)
40. Yearbook Advisor (2%)
41. This Agreement has been negotiated in good faith between CMI and CMITA and constitutes the complete compromise, settlement and agreement of any and all disputes, contractual or legal, pertaining to the stipend extra duty assignment contained herein.
42. This Agreement shall not be considered in any way an admission of any liability nor wrongdoing by CMI, its Board of Education, nor any officers, executives, agents, or employees of the California Military Institute.
43. This Agreement is unique unto its own circumstances and shall in no way set a precedent for any other employee in the future and furthermore, no party hereto shall cite this Agreement or its terms as precedent or practice for any purpose in the future.
44. This Agreement shall be effective for the 2014-15 school year.
45. CMI and CMITA agree to discuss incorporation of the provisions of this Agreement into the collective bargaining agreement between the Parties.

APPROVED AND ACCEPTED.

Date: 9/4/14

CALIFORNIA MILITARY INSTITUTE

By: Steve Swartz
Steve Swartz
Assistant Superintendent, Human Resources

Date: 9/4/14

CALIFORNIA MILITARY INSTITUTE TEACHERS ASSOCIATION

By: [Signature]

