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by the Charter and the CMITA during the reopener negotiations not contained in this document shall be considered withdrawn by the party presenting it.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

PROFESSIONAL WORK DAY/WORK YEAR

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

Faculty meetings will be held during the school year. All unit members 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 Tteachers on Sspecial Aassignment

(TOSAs), Instructional Coaches and nurses shall be two hundred two (202), and the number of workdays for the Mmilitary Sscience Iinstructors, shall be two hundred and twenty (220) days.

2. Work Day

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, Mmilitary Sscience Iinstructors, Tteachers on Sspecial Aassignment(TOSAs), and ~~academic~~ Instructional 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 Chair~~s~~persons

a. The parties agree that the “Teacher Handbook” development process will be completed by December 17, 2025. If both Parties mutually agree to extend the completion timeline, such extension shall be documented in writing. If the Parties are unable to reach agreement on a “Teacher Handbook”, the matter

shall first be submitted to the mediation process, in accordance with the established procedures, prior to the initiation of any other dispute resolution mechanisms.

b. The process for the nomination and recommendation of department chairpersons shall be outlined in the Teacher Handbook, which shall be collaboratively developed and reviewed annually by the Charter and the Association. The handbook shall provide guidance on the process for department level input and recommendations. Final appointment of department chairpersons, however, remains the sole authority of the Commandant/Principal, consistent with the provisions of this Agreement.

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

d. 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~~ The Charter 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 copy of the 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 IX

COMPLAINTS AND PERSONNEL FILES

1. Complaints

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

2. Inspection of Personnel Files

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

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

c. The inspection shall take place in the Human Resources Department in the presence of a human resources representative. A record shall be kept of the date and time of the file review and all individuals present.

d. Access to an employee's personnel file shall be granted only to the employee, persons authorized by the employee, Charter personnel, and others with a valid "right to know" or "need to know" who are authorized access by Human Resources.

e. Requests for copies shall be submitted in writing and shall be provided within thirty (30) business days.

f. The Charter shall not be required to make available to the employee:

    i. Letters of reference

ii. Records related to the investigation of possible criminal offenses

iii. Ratings, reports, or records obtained prior to employment or in connection with promotional examinations.

g. The Charter shall permit employees to inspect their personnel records in accordance with Administrative Regulation 4112.6.

3. Placement of Materials in the Personnel File

Personnel files shall contain only information authorized under Administrative Regulation 4112.6.

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

b. Material of a negative or derogatory nature shall not be placed into a unit members personnel file until ten (10) business days following the unit members receipt of a copy and the right to review and comment on the material. The unit member will have the right to submit a written rebuttal which will be placed in their personnel file.

c. Any administrator who places written material or drafts of written material for placement in an employee's file shall sign the material and indicate the date of the placement.

ARTICLE XV

APPENDIX STIPENDS

Positions	% of Column 2/Row 1
Activities Director	12%
Athletic Director	12%
AVID Coordinator	6%

Band Director	7%
Baseball - Head Coach	5%
Baseball - Assistant Coach	~~2%~~ 2.5%
Basketball - Head Coach	5%
Basketball - Assistant Coach	~~2%~~ 2.5%
Black Student Union Advisor	3%
Cheer - Head Coach	5%
Cheer - Assistant	2%
Chemical Hygiene Officer	3%
Class Advisor - Senior	4%
Class Advisor - Junior	3%
Class Advisor - Sophomore	2%
Class Advisor - Freshman	2%
Community Services Coordinator	9%
Conditioning Coach	3%
Cross Country - Head Coach	~~5%~~ 6%
Cross Country - Assistant	~~2%~~ 2.5%
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 Lead	4%
Football - Head Coach	~~9%~~ 10%
Football - Assistant Coach	~~4.5%~~ 5%
Folklorico Dance	3%
Friday Night Live Advisor	3%
G.A.T.E. Coordinator	3%
Grade Level Lead	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%
Robotics Club Advisor	5%
Soccer - Head Coach	5%
Soccer - Assistant Coach	~~2%~~ 2.5%
Softball - Head Coach	5%
Softball - Assistant Coach	2% 2.5%
Technology Coach	9%
Testing Coordinator	4%
Title I Lead	3%
Track - Head Coach	~~5%~~ 6%
Track - Assistant Coach	~~2%~~ 2.5%
Volleyball - Head Coach	5%
Volleyball - Assistant Coach	~~2%~~ 2.5%
Wrestling - Head Coach	2%
Wrestling - Assistant Coach	1%
Yearbook Club Advisor	5%

Stipend 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. Presently employed certificated staff will be notified of available stipends positions prior to appointments, and/or fulfillment of stipend positions.

High School Head coaching positions shall be responsible to oversee the entire program, grades ~~5~~ 9-12, with assistant coaches for ~~middle and~~ high school levels according to the size of the program and available funds. With the exception of Cross Country and Track & Field.

Middle School Intramural sports organization and oversight will fall under the direction of the Athletic Director.

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.

APPENDIX A
COMPENSATION

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, 2025, an ongoing three and three quarters (3.75%) 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.

Effective March 1, 2024, 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 $62.15.

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. A- 3

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).

Dated this 07 day of October 2025

California Military Institute Teachers Association (CMITA):

Dana J. Lane

Dana Lane
Bargaining Chairperson, CMITA

Angel Love Behrens
Negotiations Member, CMITA

Kimberly A. Nelson

Kimberly Nelson
Negotiations Member, CMITA

Mitchell Osborn
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California Military Institute (Charter):

Alfredo Andrade

Alfredo Andrade
Chief Human Resources Officer

Maribel Escobar

Maribel Escobar
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M.D. Dodson

Michael Dodson, Ed.D.
Principal, California Military Institute