

**Application for a Waiver
of the
Collective Bargaining Agreement**

(One Year)

Affected Site or Work Location: Bidwell Junior High School

This is an application for:

Date of Application: February 27th, 2024

A one (1) year waiver

School Year(s) for which the waiver is sought: 2024-2025

Approval is Required: This waiver must be approved by the CUTA Executive Board and the District before it is effective. If approved, it will automatically expire at the end of the waiver period (i.e. one (1) year or three (3) years) unless the unit members make application for a renewal.

Either CUTA or CUSD may require clarification or additional information before approving any waiver application. If more room is needed to answer any question, please attach additional pages.

1. **Notice: (Before staff vote, read the following provisions.)**

Were affected unit members specifically advised that this waiver is provisional and:
(a) it will automatically expire at the end of the requested waiver period; and (b) it must be approved by both the CUTA Executive Board and the District?

Yes

No

2. **Provisions to be Waived:**

List those provisions of the Collective Bargaining Agreement (CBA) for which a waiver is sought. Include specific Article and Section numbers, as well as the page number, on which

the provisions are found in the current CBA.

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Article 6 – Hours of Employment (page 6-10)

6.1.1. B.1.e.3

One (1) preparation period equivalent in length of time to one of the teaching periods at the school will be assigned to teachers. The District may request a teacher to perform duties other than activities related to his/her professional responsibilities during a preparation period, provided such is limited to assisting staff during emergency situations as deemed necessary by the District. Pay for teaching a class during a unit member's preparation period, when assigned by the administration, shall be one seventh (1/7th) of the unit member's daily rate of pay.

Article 7 – Class Size (page 7-2)

7.1.4. C

Grades 6-12 at secondary schools - 40 students per class and 175 students assigned per classroom teacher in any one teaching day plus a group of 30 students per advisory period, provided that up to 15% of the advisory groups may at the District's discretion have as many as 35 students per group.

3. Proposed Replacement Text:

Please provide the replacement language which is proposed to operate in place of the waived CBA provisions.

6.1.1. B.1.e.3

~~On full-day Mondays, Tuesdays, Thursdays and Fridays one (1) preparation period of at least 50 minutes and one 28 minute Primetime/Intervention and/or enrichment period of 28 minutes will be appointed to teachers. During the Primetime/Intervention period, teachers may opt for one or more of the following options:~~

- ~~a. Implementation of intervention and instruction for students.~~
- ~~b. Provide enrichment activities for students.~~
- ~~c. supervision of students for Primetime time.~~

On Wednesdays, one preparation period of 45 minutes will be assigned to teachers (equal to one period on collaboration Wednesdays). The District may request a teacher to perform duties other than activities related to his/her professional responsibilities during a preparation period, provided such is limited to assisting staff during emergency situations as deemed necessary by the District. Pay for teaching a class during a unit member's preparation period, when assigned by the administration, shall be one seventh (1/7th) of the unit member's daily rate of pay.

7.1.4 C

Grades 6-12 at secondary schools - 40 students per class and 175 students assigned per classroom teacher in any one teaching day plus a group of 30 students per advisory period, provided that up to 15% of the advisory groups may at the District's discretion have as many as 35 students per group. During Primetime/Intervention period, site administration and teaching staff mutually agree to waive language relating to additional contacts as to not be considered in excess of the contracted maximum of 175 students daily.

4. What is the purpose of the waiver?

The purpose of the waiver is to incorporate a 28-minute Primetime/Intervention block each full-day Monday, Tuesday, Thursday, and Friday into our schedule to supplement instruction for students below grade level, provide enrichment options for students above grade level, provide 28 minutes of reading time using PowerUp, Language Live, IXL, or another intervention program.

5. Affected Bargaining Unit Members:

List all Bargaining Unit Members who are directly, or potentially, affected by waiving this provision of the CBA. (Pursuant to CUTA By-Laws, unit members who are not CUTA members may not participate in the waiver procedure.)

Dolores Alaniz	Bill Battaglia	Melissa J. Bishop	Kevin Briggs
Kyle Carlsen	Jennifer Carlson	Happi Davis	Lauren Duchon
Hollis Enserro	Jessenia Guzeldere	Annalisa Hansen	Caty Harris
Judy Hass	Dana Hein	Geoffrey Hill	Terris Holloway
Kari Hopper	Brian Horne	Emilee Hunt	Mike Janosz
Tanner Johns	Stephanie Johnson	Liesl Jones	Lynny Jones
Ryan Keller	Marjorie Kucich	Kelsey Langel	Dan Linville
Michelle Long	Philip Martin	Jill McKay	Cyndee Mendonça
Christa Molchen	Carie Myers	Jim Nash	Luke Peasha
David Perez	Kamala Purl	J.R. Riggs	Mike Riley
Amanda Rudolph	Nicole Rudolph	Matthew Sakai	Margo Sanner
Elyssa Schall	Courtney Singer	Melanie Skelly	Margo Valadao
Sandra Villasenor	Tamie Williams	John Campbell	Tony Dominguez

This list includes all affected bargaining unit members in good standing, except those who have filed retirement papers for the upcoming year prior to the vote or who have turned in paperwork prior to the vote in order to resign from their position for the next school year.

6. **Special Promises:**

If any specific arrangements or promises were made in order to reach a vote approval, please list them.

A. Enrichment and intervention instruction is voluntary. If a unit member does not volunteer, he/she will be assigned Primetime supervision.

B. Administration will provide necessary staff training to support effective implementation of interventions.

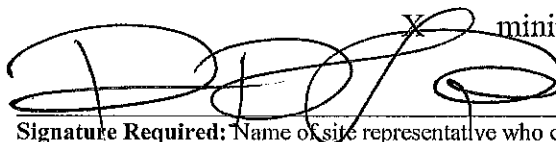
C. Primetime /Intervention will not take place on a day when the school is on an assembly schedule.

D. The continued and ongoing improvement process of the intervention program will have teacher input and the development process will be transparent and aligned with Professional Learning Community (PLC) practices.

E. Teachers will only be assigned students from their regular class period unless they volunteer to instruct or supervise additional students.

7. **If a one (1) year waiver:**

I certify the decision was the decision reached by:

 X minimum 75% vote of affected unit members?

Signature Required: Name of site representative who can attest to the validity of the decision process

8. **If a three (3) year waiver:**

I certify the decision was the decision reached by:

100% vote of affected unit members?

Signature Required: Name of site representative who can attest to the validity of the decision process

Date: February 27th, 2024

Date: _____

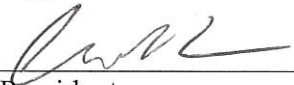
Ronald "J.R." E. Riggs Jr.
CUTA Site Representative


District Administrator

FOR CUTA USE:

This waiver will be considered by CUTA at the First Executive Board meeting that occurs ten (10) calendar days after its receipt.

Approved Denied


CUTA President

4/4/24
Date of CUTA Action

FOR DISTRICT USE:

Approved Denied


Superintendent or Designee

4/8/24
Date of District Action