

**Application for a Waiver
of the
Collective Bargaining Agreement
*(One Year or Three Year)***

Affected Site or Work Location: Chico Junior High School

This is an application for: **SEL Waiver** Date of Application: **May 30, 2024**

- A one (1) year waiver
- A three (3) year waiver

School Year(s) for which the waiver is sought: **2024-25**

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 an 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.

6.9 Teachers in Junior High Schools and High Schools

6.9.1 Not more than two hundred eighty (280) minutes of teaching divided into not more than five (5) teaching periods. A half-day shall be defined as half the periods available to students in a regular daily schedule. The teaching periods and the preparation period for any classroom teacher shall not extend beyond six (6) consecutive class periods unless mutually agreed to by the teacher and the District. If by mutual agreement, the teacher's teaching periods and preparation period extend beyond six (6) consecutive periods, the teacher's total student day time will remain unchanged. Such mutual agreement shall be in writing and a copy forwarded to the Association.

(c) Secondary Schools Thirty-eight (38) 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. Students enrolled in a two period block are counted as one student per each period. By mutual agreement of the teacher and administration, a teachers overall cap may increase to 180 students. Should the teachers total student caseload exceed 175, the teacher will receive a stipend of \$500 per semester for each student 7-2 exceeding the caseload cap. The maximum cap number is prorated for part time teachers (example: .8 FTE = 140/144 students). Each \$500 payment increases a teacher's caseload by one for the duration of the semester up to a maximum of \$2500 and a caseload of 180 students. If a teacher at some point of the semester qualifies for a caseload stipend, he/she will be compensated for the entire semester regardless if the student caseload then drops later in the semester.

3. Proposed Replacement Text:

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

The waiver is to add an advisory period once a week into our schedule on Thursdays. The duration of this weekly advisory period will be 20 minutes. Teachers will be provided a roster to take attendance for this once a week advisory period, and will be given the ability to post a pass/fail grade for the student. As this is not a full course, it is not a credit bearing course so there is no impact to grade point averages. The proposed schedule for Thursday's is below:

SEL Thursdays	Time	Min
Warning	8:00 - 8:05	
Period 1	8:05 - 8:59	55
Nutrition Break	8:59 - 9:14	
Advisory	9:14 - 9:34	20
Period 2	9:39 - 10:29	50
Period 3	10:34 - 11:24	50
1st Lunch	11:24 - 12:04	40
Period 4E	11:29 - 12:19	50
2nd Lunch	12:19 - 12:59	40
Period 4L	12:09 - 12:59	50
Period 5	1:04 - 1:54	50
Period 6	1:59 - 2:49	50

4. What is the purpose of the waiver?

The purpose of the waiver is to provide teachers and students access to content that improves the socio-emotional well-being of all stakeholders on campus. Teachers will be provided all necessary curriculum and materials for each of the advisory periods. The program will utilize the SEL Launchpad curriculum. The teachers will also be provided with specific professional development at the start of the school year to help support them. There is also a teacher who is going to advise the staff with each weekly lesson and support teachers who need it for a given topic.

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.)

35 "yes" votes will be needed to pass this waiver. There are 46 eligible voters.

Allen	Chad	YES
Berry	Kenneth	YES
Besser	Rhiannon	■
Bill	Daniel	YES
Burgess	Cordie	YES
Camarena-Linarez	Sara	YES
Chinchay	Marco	YES
Collins	Don	YES
Coombe	Kelly	YES
Copeland	Carissa	YES
Crowson	Casey	YES
DelReal	Kristen	YES
Duncan	Bruce	YES
Erro	Gianna	YES
Erwin	Alexander	YES
Garcia Gonzalez	De Adriana	YES
Girt	Kerrie	YES
Hanley	David	YES
Hislop	April	YES
Hoffman (Trulock)	Ashley	YES

Huss	Sonya	YES
Jimenez	Adriana R	YES
Juel	Wesley	YES
Kerr	Isla	YES
Kidd	Debra	YES
Maples	Michelle	YES
Moles	Katie	YES
Mota	Adan	YES
Murphy	Ann	YES
Oliver	Grant	YES
Perrin	Melanie	YES
Pollock	Megan	YES
Price	Maya	YES
Redkey	Chase	YES
Salas	Jorge	YES
Schaeffer	Tanner	YES
Stiles	Amber	YES
Taylor (Slater)	Colleen	YES
Taylor Ferro	Katrina	■
Torres	German	YES
Towne-Robins	Tara	YES
Whittington	Thomas	YES
Wisdom	Kevin	YES
Zeno Truscott	Natalie	YES
Rosa (Clevato)	Vivian	YES

DeLuna	Felix	YES
Varnell	Calie	YES
Jones	Liesl	YES

6. **Special Promises:**

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

Caseloads for periods 1-6 will remain the same at 175. If a teacher mutually agrees to add students to their caseload from 175 to 180 the payment of \$500 per student per semester still applies.

7. If a one (1) year waiver:

I certify the decision was the decision reached by:

minimum 75% vote of affected unit members?


Signature Required: Don Collins

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:

5/29/24

Date:

5/29/24


CUTA Site Representative (Don Collins)



District Administrator (John Gunderson)

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

5/30/24
Date of CUTA Action

FOR DISTRICT USE:

Approved

Denied


Superintendent of Designee

6/10/24
Date of District Action

Assistant Site - H.R.

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