Collab #1

Attachment G-2

Application for a Waiver
of the
Collective Bargaining Agreement

(One Year or Three Year)

Affected Site or Work Location: Chico High School

This is an application for: Date of Application March 2013

__X__ A one (1) year waiver

_____ A three (3) year waiver

School Year(s) for which the waiver is sought: 2013-2014

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 waive period (i.e. one year or three 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. **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.

Article 6—Hours of Employment

6.1.1.B.1.e.1) Not more than two hundred eighty (280) minutes of teaching divided into not more than five (5) teaching periods. 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.

6.1.1.B.1.h Any change to beginning or ending time of the student schedule at any school, thus changing the working conditions for unit members, must be approved through the negotiations process before implementation.

6.1.1.B.2.a An additional fifteen (15) minutes on-site engaged in activities related to the teaching task, prior to the opening of the student day and an additional fifteen (15) minutes on-site so engaged after the close of the student day.

2. **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.1) **On Collaboration Wednesdays unit members will not teach more than (255) minutes of teaching divided into not more than five (5) teaching periods and on all other days unit members will** not teach *more than two hundred eighty (280) minutes of teaching divided into not more than five (5) teaching periods. 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.* **(See Attached Schedule)**

6.1.1.B.1.h *Any change to beginning or ending time of the student schedule at any school, thus changing the working conditions for unit members, must be approved through the negotiations process* **or Article 26 Waiver Procedures** *before implementation.*

6.1.1.B.2.a *An additional fifteen (15) minutes on-site engaged in activities related to the teaching task, prior to the opening of the student day and an additional fifteen (15) minutes on-site so engaged after the close of the student day.* **This fifteen (15) minutes shall be folded into Collaboration time. Collaboration time shall end with at least five (5) minutes for unit members to use at their discretion prior to beginning the teaching day.**

3. **What is the purpose of the waiver?**

To provide collaboration time so that teachers may focus on student learning and results based on measurable goals.

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

Was the decision reached by:

_____ consensus; or

_____ minimum 85% vote of affected unit members?

_____ Name of site representative who can attest to the validity of the decision process

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

Was the decision reached by:

_____ consensus; or

_____ 100% vote of affected unit members?

_____ Name of site representative who can attest to the validity of the decision process

6. **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.)

This list includes all bargaining unit members in good standing, except those who have filed retirement papers for the coming 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. (See attached document)

7. **Special Promises:**

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

- *The district will not request that collaboration time be used for administrative tasks.*
- *Staff collaboration is an activity related to the teaching task.*
- *Collaboration activities on Wednesday morning will be unit member driven and directed.*
- *If the first student day of the school year is on a Wednesday, there will not be Collaboration that day.*

8. **Notice:**

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

Date: _____ Date: _____

_____ _____

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.

__X__ Approved _____ Denied

_____ 5-2-13

CUTA President Date of CUTA Action

FOR DISTRICT USE:

__X__ Approved _____ Denied

_____ 6-6-13

Superintendent or Designee Date of District Action