Attachment G-2

Application for a Waiver of
the
Collective Bargaining Agreement

(One Year or Three Year)

Affected Site or Work Location: Marsh Junior High School

This is an application for: Date of Application 1·21·26

__X__ A one (1) year waiver

_____ A three (3) year waiver

School Year(s) for which the waiver is sought: 2026 - 2027

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. <u>Provisions to be Waived:</u>

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.3) One (1) preparation period equivalent in length of time to one (1) of the teaching periods at the school will be assigned to teachers. The District may request a teacher to perform

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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.3) One (1) preparation period equivalent in length of time to one (1) 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.

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 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. (plus one advisement period)*

7.1.4C) 38 students per class and 175 students, assigned per classroom teacher in any one teaching day. ***Tutorial period will be a mix of students from your contracted 175 students.***

Teachers will take roll during tutorial period

Teachers may request to consult with a student during the advisement period. This may include but is not limited to pulling a student to their classroom to makeup a test, missing assignments, or intervention.

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

To incorporate a 25-minute Advisement period each full-day Monday, Tuesday, Thursday, and Friday into our schedule. Advisement would run from 8:05 – 8:30.

The advisement period will be structured by the advisement teacher and may include:

- *Marsh News/Information*
- *Positive Behaviors and Supports (PBIS)*
- *Social Emotional Learning (SEL)*
- *Academic Intervention*
- *IXL practice in Math and ELA*
- *Team building culture activities*
- *WEB meetings with 6th graders*
- *Social group*
- *Academic support/reading time*

Schedule:

6th Grade Regular Schedule		7th/8th Grade Regular Schedule	
Advisement	8:05 - 8:30	Advisement	8:05 - 8:30
1st	8:35 - 9:25	1st	8:35 - 9:25
2nd	9:30 - 10:20	2nd	9:30 - 10:20
Nutrition Break	10:20 - 10:30	Nutrition Break	10:20 - 10:30
3rd	10:35 - 11:25	3rd	10:35 - 11:25
6th Grade Lunch	11:25 - 12:00	4th	11:30 - 12:20
4th	12:05 - 12:55	7/8th Grade Lunch	12:20 - 12:55
5th	1:00 - 1:50	5th	1:00 - 1:50
6th	1:55 - 2:45	6th	1:55 - 2:45

6th Grade Late Start Schedule		7th/8th Grade Late Start Schedule	
1st	9:05 - 9:50	1st	9:05 - 9:50
2nd	9:55 - 20:40	2nd	9:55 - 20:40
Nutrition Break	10:40 - 10:50	Nutrition Break	10:40 - 10:50
3rd	10:55 - 11:40	3rd	10:55 - 11:40
6th Grade Lunch	11:40 - 12:15	4th	11:45 - 12:30
4th	12:20 - 1:05	7/8th Grade Lunch	12:30 - 1:05
5th	1:10 - 1:55	5th	1:10 - 1:55
6th	2:00 - 2:45	6th	2:00 - 2:45

4. **Special Promises:**

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

1. *Advisement period will not take place when the school is on an assembly schedule.*
2. *Advisement period will not exceed 28 students.*
3. *Teachers will have the right to switch students on a 1to1 basis if it best supports the culture of the classroom.*
4. *Teachers will not have anyone from their 1st period class in their advisement class.*
5. *PE teachers will be provided a room with desks for their Advisement period.*
6. *WEB teachers will have WEB students in their advisory.*
7. *Education Specialists will have their caseload students in their advisory.*

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

Was the decision reached by:

____ consensus; or
X minimum 75% vote of affected unit members?

Sean Stephens 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 for 2025 - 2026

Abbott	Diana
Askea	Walt
Bamford	Annie
Berry	KC
Bishop	Gregory
Bishop	Roy
Blaschke	Erica
Blizman	Taryn
Buckham (Homesley)	Gabrielle
Crane	Andy
Danielson	Jennifer
Dennis	Derek
Dilts	Avery
Ferguson	Zoe
Freeman	Madelyn
Gray	Russ
Gunther	Kyle
Hague	William

Holley	Dustin
Hutton	Valerie
Kassel	Nicholas
King	Austin
King	Suzanne
Leitner	Victoria
Lo	Lee
Lopez(Alvarez)	Jennifer
Melton	Thomas
Ronan	Lucia
Rosander	Natalie
Salazar	Jorge
Saffarinia	Katelin
Sfarzo	Nicholas
Smith	Julia
Snyder	Shella
Stephens	Sean
Tadeo	Enrique
Taylor-Ferro	Katrina
Victor	Fred
Willard	Ryan
Zoller-Rodriguez	Lucas

7. **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: 1/21/26
CUTA Site Representative

Date: 1/20/26
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

CUTA President

2/9/26
Date of CUTA Action

FOR DISTRICT USE:

X Approved _____ Denied

Superintendent or Designee

2/9/26
Date of District Action