

ARTICLE 5

ASSOCIATION RIGHTS

- 5.1 Subject to reasonable rules and regulations, the Association and its officers shall have the right to use school buildings and facilities for Association activities only outside established work hours except:
- (A) When an authorized Association representative secures advance permission from the Superintendent, or designee, for use of school facilities within established work hours,
 - (B) When Association activities do not interfere with the school program or duties of bargaining unit members, and
 - (C) When Association activities do not interfere with the rights of bargaining unit members to refrain from listening to or speaking with Association representatives.
- 5.2 Designated representatives of the Association shall be allowed to visit schools to conduct Association business provided, upon arrival at any school, such representative shall make their presence known to the Principal, or designee. In no event shall such representative interfere with the instructional program of the school.
- 5.3 The Association agrees to pay a reasonable fee for any unusual wear or damage to District facilities caused by Association activities.
- 5.4 The Association shall have the right to post notices with an appropriate Association identification regarding activities and matters of Association concern on designated bulletin boards, at least one (1) of which shall be provided at each school site in areas frequented by bargaining unit members.
- 5.5 The Association may use the District mail service and mailboxes for communications to bargaining unit members.
- 5.5.1 Copies of all Association material posted or distributed using district property/services for general Association information shall be provided to the Superintendent or Designee at the time the information is posted and/or distributed.
- 5.6 The Association will not post or distribute information which is knowingly false or defamatory. Such postings shall be subject to immediate removal by the District.
- 5.7 Provision will be made for Association announcements at the conclusion of each faculty meeting.
- 5.8 Names, addresses, and telephone numbers of all bargaining unit members shall be provided to the Association, without cost, no later than November 1 of each school year. This requirement shall not apply to bargaining unit members who have requested that their addresses and/or telephone numbers not be released.
- 5.9 The District shall furnish the Association, upon request, all information necessary and relevant for the Association to fulfill its responsibilities in connection with the negotiations and maintenance of the Collective Bargaining Agreement. Such information shall be provided within a reasonable time following the request.

- 5.10 The Association shall be provided one (1) hour on the District orientation agenda to conduct an Association orientation meeting.
- 5.11 The Association shall have the right to eighty (80) days annually of Association leave for Association representation. The Association shall reimburse the District at the District-incurred substitute cost for each day of Association leave expended and not reimbursed by the California State Board of Control. No one (1) Association representative shall be permitted to use more than twenty (20) days of Association leave in connection with this article.
- 5.12 The Association President shall be released from their regular duties in the District. The District shall pay the President the same salary and fringe benefits they would have received without loss of seniority or other rights and benefits. The District shall return the President to the same position, if available, or an equivalent position at the completion of their term in office.
- 5.13 While serving in the capacity of Association President, the individual remains an employee of the District and is under the direction of the Superintendent, or designee, except when performing Association duties.
- 5.14 The Association recognizes the obligation to keep detailed records for the purpose of the District obtaining reimbursement for such Association activities as collective bargaining and grievance processing through the State Board of Control.
- 5.15 The base salary for the Association President will be determined by the President's appropriate placement on the teacher's salary schedule for a work year equal to that contracted prior to their election as President. The Association will submit a written request annually identifying the amount of additional salary which the President should receive for additional workdays/hours beyond the normal contract work year. The Association will reimburse the District on a quarterly basis all costs for salary, employer retirement contribution, and statutorily required contributions related to salary for the amount which exceeds the base salary. The annual and monthly salary received by the Association President will be based on the combined total of the base salary and the additional duties salary as requested by the Association.

In addition, the Association President will receive the same District health and welfare benefits contribution received by other full-time bargaining unit members.

- 5.16 The Association Vice President shall be released one third (1/3rd) of the normal workday from their duties in the District. The District shall pay the Vice President the base salary, as determined by appropriate placement on the teacher's salary schedule, for a work year equal to that contracted prior to their election as Vice President. The Association will reimburse the District on a quarterly basis that portion of the base salary, health and welfare benefits, employer retirement contributions, and statutorily required contributions commensurate with the amount of time released for Association duties.