

1 ARTICLE 5  
2 ASSOCIATION RIGHTS

3 5.1 Subject to reasonable rules and regulations, the Association and its officers shall  
4 have the right to use school buildings and facilities for Association activities only outside  
5 established work hours except: (a) when an authorized Association representative secures  
6 advance permission from the Superintendent, or designee, for use of school facilities within  
7 established work hours, (b) when Association activities do not interfere with the school  
8 program or duties of bargaining unit members, and (c) when Association activities do not  
9 interfere with the rights of bargaining unit members to refrain from listening to or speaking  
10 with Association representatives.

11 5.2 Designated representatives of the Association shall be allowed to visit schools to  
12 conduct Association business, provided upon arrival at any school, such representative shall  
13 make his/her presence known to the Principal, or designee. In no event shall such  
14 representative interfere with the instructional program of the school.

15 5.3 The Association agrees to pay a reasonable fee for any unusual wear or damage  
16 to District facilities caused by Association activities.

17 5.4 The Association shall have the right to post notices with an appropriate  
18 Association identification regarding activities and matters of Association concern on designated  
19 bulletin boards, at least one (1) of which shall be provided at each school site in areas  
20 frequented by bargaining unit members. The Association may use the District mail service and  
21 mailboxes for communications to bargaining unit members. Copies of all Association material  
22 posted or distributed for general Association information shall be mailed to the Superintendent,  
23 in a specially designated envelope indicating immediate delivery to the Superintendent, at the  
24 time the information is posted and/or distributed.

1 5.5 The Association will not post or distribute information which is knowingly false  
2 or defamatory. Such postings shall be subject to immediate removal by the District.

3 5.6 Provision will be made for Association announcements at the conclusion of each  
4 faculty meeting.

5 5.7 Names, addresses and telephone numbers of all bargaining unit members shall  
6 be provided to the Association, without cost, no later than November 1 of each school year.  
7 This requirement shall not apply for bargaining unit members who have requested that their  
8 addresses and/or telephone numbers not be released.

9 5.8 The District shall furnish the Association, upon request, all information  
10 necessary and relevant for the Association to fulfill its responsibilities in connection with the  
11 negotiations and maintenance of the Collective Bargaining Agreement. Such information shall  
12 be provided within a reasonable time following the request.

13 5.9 The Association shall be provided one (1) hour on the District orientation  
14 agenda to conduct an Association orientation meeting.

15 5.10 The Association shall have the right to eighty (80) days annually of Association  
16 leave for Association representation. The Association shall reimburse the District at the  
17 District-incurred substitute cost for each day of Association leave expended and not reimbursed  
18 by the California State Board of Control. No one (1) Association representative shall be  
19 permitted to use more than twenty (20) days of Association leave in connection with this  
20 article.

21 5.11 The Association President shall be released from his/her regular duties in the  
22 District. The District shall pay the president the same salary and fringe benefits he/she would  
23 have received without loss of seniority or other rights and benefits. The District shall return the

1 president to the same position, if available, or an equivalent position at the completion of  
2 his/her term in office.

3 5.12 While serving in the capacity of Association President, the individual remains an  
4 employee of the District and is under the direction of the Superintendent or his/her designee,  
5 except when performing Association duties.

6 5.13 The Association recognizes the obligation to keep detailed records for the  
7 purpose of the District obtaining reimbursement for such Association activities as collective  
8 bargaining and grievance processing through the State Board of Control.

9 5.14 The base salary for the Association President will be determined by the  
10 president's appropriate placement on the teacher's salary schedule for a work year equal to that  
11 contracted prior to his/her election as President. The Association will submit a written request  
12 annually identifying the amount of additional salary, which the president should receive for  
13 additional work days/hours beyond the normal contract work year. The Association will  
14 reimburse the district on a quarterly basis all costs for salary, employer retirement contribution  
15 and statutorily retired contributions related to salary for the amount, which exceeds the base  
16 salary. The annual and monthly salary received by the Association President will be based on  
17 the combined total of the base salary and the additional duties salary as requested by the  
18 Association.

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

21 5.15 The Association Vice President shall be released one third of the normal  
22 workday from his/her duties in the district. The district shall pay the Vice President the base  
23 salary, as determined by appropriate placement on the teacher's salary schedule for a work year  
24 equal to that contracted prior to his/her election as Vice President. The Association will

- 1 reimburse the district on a quarterly basis that portion of the base salary, health and welfare
- 2 benefits, employer retirement contributions, and statutorily retired contributions commensurate
- 3 with the amount of time released for Association duties.