

ARTICLE 4: ASSOCIATION RIGHTS

- 4.1 It is understood and agreed that the Association shall have the right to conduct Association business, discussions, and activities outside the work hours of District employees as defined in Article 9 of the Agreement when the following conditions have been met:
 - 4.1.1 An authorized representative of the Association has obtained advance permission from the Superintendent or his delegated representative regarding the specific time, place, and type of activity to be conducted on District property; or, in the case of meetings held in school buildings for on-site bargaining unit members, the principal or his delegated representative may grant such permission, and
 - 4.1.2 The Superintendent or his representative has verified that the proposed Association activities and use of facilities will not interfere with or interrupt school or District programs and/or performance of the employment duties of unit members of District employees, and
 - 4.1.3 Will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with an Association representative, and
 - 4.1.4 The Association has agreed in advance to the payment of a reasonable fee for actual expenses related to the use of public utilities, security costs, clean-up costs, and repair of any unusual wear or damage done to District's facilities, if such reasonable fee for actual expenses is requested of the Association by the District.

- 4.2 It is understood and agreed that the Association has the right to use the District's certificated employee organization bulletin board spaces for communication purposes subject to the following conditions:
 - 4.2.1 The Superintendent or designee shall provide certificated employee organization bulletin boards in each school building and in other work areas frequented by unit members, and will maintain said bulletin boards for use by the Association and other employee organizations.
 - 4.2.2 All postings for bulletin boards shall contain date of posting and identification of the Association.
 - 4.2.3 A copy of such postings shall be simultaneously delivered to the Office of the Superintendent of Schools.
 - 4.2.4 The Association will not post information which is derogatory or defamatory of the District or its personnel.

- 4.3 The District agrees to furnish the Association with a copy of the Agenda for each regular and special School Board meeting (except such Board meetings as may be called under Rodda Act provisions, Section 3549.1), and to deliver said Agenda copy at the time Agendas are delivered to School Board Members; and, further, to furnish the Association with copies of the supporting data immediately prior to or at the outset of the School Board meeting.
 - 4.3.1 The Association shall have the right to request placement on the agenda, prior to the public comment section, of any regular meeting of the Board of Education. The request must be made to the Superintendent one week in advance of the meeting and shall include the topic to be presented.

- 4.4 It is further understood and agreed that the Association has the following additional rights:

- 4.4.1 Release time for Negotiations and Grievance Processing
- 4.4.1.1 A reasonable number of representatives of the Association shall have the right to receive reasonable periods of released time without loss of compensation when meeting and negotiating and for the processing of grievances. Two (2) Children's Center representatives shall be released, upon request, to attend up to a maximum of twelve (12) Association meetings per year.
- Under normal circumstances, such requests shall be made at least twenty-four (24) hours before being released.
- 4.4.2 The officers and appointed leaders of the Association, upon approval of the site administrator, may conduct official Association business during on-site duty time, provided that such business activity does not occur during their scheduled student contact time or involve other unit members during their duty time. The Association recognizes the professional responsibility to be prepared for class and student needs at all times during working hours. Should the principal be aware of violation of this Article, the principal shall follow due process to remedy the problem. The site administrator and BTA President may make other arrangements for conducting routine Association business.
- 4.4.3 The Association President shall transmit to the District a written listing of the names of Association Board of Directors eligible for release time under this provision.
- 4.4.4 The Association shall receive a maximum of twenty (20) days of Association release time per school year for those individuals designated in 4.4.3. The District shall pay the substitutes used under this provision.
- 4.4.5 Release time used under this provision shall not be used for any activity which is violative of this Agreement, for organizing any concerted activity against the District, for any political activities except lobbying on non-employment related legislation, or for any purpose unrelated to the Association's representational obligations as the exclusive representative of the bargaining unit.
- 4.4.6 During a school semester, each designated individual as per Article 4.4.3 shall be eligible to use no more than four (4) days of release time under this provision.
- The President of the Association may request the Superintendent or designee to consider granting additional release days should unusual circumstances arise.
- 4.4.7 To receive Association release time under this provision, the designated individuals as per Article 4.4.3 shall provide 48 hours written notice to the principal or immediate supervisor, and the Superintendent or designee. The Superintendent or designee may grant exceptions to this time limit under unusual circumstances. The Association will make reasonable efforts to avoid the use of release time on Mondays, Fridays, and other special days of high substitute need.

- 4.5 It is agreed and understood that the District will provide the Association with the names, position titles, and work locations of its bargaining unit members. New employees will be specifically identified. The District will also provide a list of unit members who terminated during the previous year. The District will furnish the lists named above on or about September 1, October 15 and February 15. In May the District will provide a list of current year terminations, with retirees noted.

- 4.6 The Association shall be granted the right, upon request, to consult with the District on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks. Additionally, the District recognizes the right of the Association to voice its views in the formulation of educational policy.
- 4.7 When an immediate supervisor or District representative requires an employee in the bargaining unit to attend a meeting with the immediate supervisor during the employee's duty hours, the employee shall attend such required meeting. Such required meeting will be rescheduled by the immediate supervisor or District representative for a time outside of duty hours under the following conditions:
- 4.7.1 The employee has the legal right to Association representation at such required meetings; and
 - 4.7.2 The employee requests Association representation prior to or at the required meeting; and
 - 4.7.3 No Association representative is available for the required meeting as originally scheduled.
- 4.8 The District will make every effort to notify the Association when a new committee which may include unit members is formed, or if it is necessary to replace unit members on an existing committee. The Association will exercise its option to consult with the District on the appointment or replacement of unit members to these committees. If the Association does not respond within 10 working days, all consultation rights for that committee will be deemed to have been waived. Both parties agree that Section 4.8 is not grievable.
- 4.9 The Association shall have the right to consult with the District on the development of Immediate Intervention/Underperforming School Program (II/USP) site improvement plans and the selection of the External Evaluator for the II/USP site as set forth in Education Code section 52054 (6)(f), (6)(g 1, 2), and (6)(h).