

1 **ARTICLE 4: ASSOCIATION RIGHTS**

2 **Section 4.1 - Facilities.** The Association shall have the right to use District facilities at reasonable times, provided  
3 that requests for use of facilities other than classrooms be submitted on the regular District form provided for  
4 such use. If such facility is equipped with an alarm detection system, it is the responsibility of the Association  
5 representative using the facility to “code in” and “code out” with the alarm company in order to maintain  
6 appropriate security conditions.

7 **Section 4.2 - Communication.** The Association shall have the exclusive use of bulletin boards, not less than four  
8 feet (4') by four feet (4'), in locations convenient to all unit members. The Association shall have the right to use  
9 the District's mail service and employee mailboxes for the dissemination of information concerning Association  
10 business provided that, given any general distribution, 15 courtesy copies to the Assistant Superintendent,  
11 Human Resources, will be included with the distribution. All postings for bulletin boards or items for employee  
12 mailboxes must contain the identification of the Association and, if appropriate, the date of removal. The  
13 District will pick up school district intra-district mail from the Association office on each school day during the  
14 regular school year. Such pick up and delivery will be subject to any state or federal regulations covering mail  
15 service.

16 **Section 4.3 - Right of Access.** Association representatives shall be permitted to transact official Association  
17 business on school property at reasonable times. Such business shall not be conducted while affected unit  
18 members are providing instruction to students or performing assigned duties. Association activities or meetings  
19 with unit members shall not interfere with the education of students, nor shall they interfere with the work of  
20 classified or administrative personnel. If the Association representative is not an employee (president/designee)  
21 assigned to the work site, then he/she must check in upon arrival at the administration office or at the office of  
22 the person with supervisory responsibility for the site. The rules expressed herein shall not apply to Association  
23 business conducted after the regular workday.

24 **Section 4.4 - Reasonable Times.** "Reasonable time" shall include only that time before and after the regular  
25 workday, during the duty-free lunch period, during the preparation/conference period of that unit member, or  
26 that time when the unit member is not in direct contact with students or performing other scheduled duties.

27 **Section 4.5 – District Meeting/Financial Information.** The District, upon request by the Association, shall  
28 furnish one copy, without charge, of all available information concerning the financial resources of the District.  
29 Such information shall include, but not be limited to, annual financial reports and audits as may be required by  
30 the state or county office of education. The District shall provide to the Association, upon request, any  
31 information the District produces in the course of its regular business and is a matter of public record.

32 **Section 4.6 - Association Calendar.** The first and third Mondays of each calendar month shall be set aside and  
33 designated exclusively for Association business. Said business shall be conducted after the workday unless  
34 changed by mutual agreement. No District meetings shall be scheduled at any time, which might conflict with  
35 Association meetings on these days.

1 **Section 4.7 - Association Leave.** The Association shall be entitled to fifteen (15) District paid days of release  
2 time for Association business plus forty-five (45) days of release time whereby the Association will pay the  
3 substitute costs, unless there is mutual agreement between the Director of Human Resources and the ACE  
4 President that a substitute is not needed for that unit member.

5 **Section 4.8 - Release Time - President.**

- 6 a. The President of the Association shall be released from his/her regular duties to the District for the full  
7 term of this Agreement.
- 8 b. The President of the Association shall be contracted for the same work year as the President’s current  
9 position. By July 1<sup>st</sup> of each school year, the President of the Association shall provide to the District  
10 Superintendent or designee, a tentative work calendar for that school year.
- 11 c. The President of the Association shall be paid in the same manner as if the person were a regular  
12 employee of the District, and shall suffer no reduction in salary, step, fringe, or other benefits. If the  
13 President of the Association is absent from regular duties for no more than four (4) years, the President  
14 of the Association shall also be guaranteed the right to return to the site and position occupied before  
15 taking office if said position would have still been available in the normal course of events. If the  
16 President of the Association is absent from normal duties for more than four (4) years, a regular position  
17 within the District shall be guaranteed.
- 18 d. The President of the Association will receive full State Teachers’ Retirement System (STRS) service credit  
19 for all contracted work days to the extent permitted by law and by STRS.
- 20 e. The Association shall reimburse the District 50% of salary and benefits for the release of the Association  
21 President for the regular work year. The method of payment for these costs shall be semi-annual.

22 **Section 4.9 - Release Time – Other Association Members.**

23 Any days of release shall be submitted on a District's attendance form D-61N. Release time used for  
24 negotiations or other activities, which are reimbursed by mandated costs shall not be counted against the  
25 release time provision of this agreement and the Association shall not be billed for the substitute costs of such  
26 days. The Association shall be billed for substitute costs by the District once a month. The Association shall  
27 report all absences to the immediate supervisor including required documentation, such as negotiation of the  
28 contract, impasse proceedings, grievances, and/or unfair labor practice charges for mandated cost  
29 reimbursement on a monthly basis for Association Business Leave.

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