

EXHIBIT A

ARTICLE III

ASSOCIATION RIGHTS

A. Right to Represent

The Association shall have the right to represent ~~the~~ unit members in grievance matters as provided in Article IV, and also in any disciplinary or discharge proceedings.

B. Right to Associate

The District and Association recognize the right of unit members to join and participate in lawful activities of the Association consistent with the other terms of the Agreement, and the equal alternative right of unit members to refuse to join or participate in Association activities.

C. Rights of Access, Communication, and Use of Facilities

The Association shall have the right of access at reasonable times to areas in which unit members work, the right to use bulletin boards, mail boxes and other means of communication, subject to reasonable rules and regulations, and the right to use District facilities at reasonable times for the purpose of meetings concerned with the rights guaranteed in the Educational Employee Relations Act, as follows:

1. Access: Persons not members of the school staff who wish to come on the school site for Association matters during the school day shall notify the site administrator. Such visits shall not cause any interruption to the school program.
2. Communication: The Association shall be entitled to post notices ~~of regarding~~ Association ~~matters concern~~ on a staff bulletin board in each school complex. The Association shall be entitled to the use of mailboxes for communication to employees regarding Association matters ~~which involve the Association~~. Such communications shall be identified as to their origin. An Association representative shall be responsible for intra-school distribution of said communications. No cost or legal liability shall be imposed on the District for ~~such any Association~~ communications.
3. Use of Facilities: The Association may use school facilities for meetings either before or following employees' daily period of service, subject to approval of the principal. Such approval shall be granted unless such meetings conflict with previously scheduled use of such facilities or they are otherwise unavailable for use. Such meetings shall not interfere with the services of the employees or the school program.

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D. Board Agenda

The District shall electronically provide to the Association one (1) copy of the Board agenda and minutes of the prior Board meetings in advance of each Board meeting, when requested.

E. Employee Names

~~The District shall provide the Association with names, addresses, telephone numbers and site assignments of all new unit members no later than September 15 of each school year, and of all unit members employed after September 30 of each year within thirty (30) days of employment.~~

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E. Access to Information

~~Non-confidential information pertaining to employment relations will be made available upon reasonable request to the Association. The Association will make available to the District upon reasonable request Non-confidential information it may have pertaining to employee relations. All requests for such information will be directed to the Superintendent or designee.~~

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E. New Bargaining Unit Member Information

The following new bargaining unit member information will be sent from the District to the Association office no more than thirty (30) calendar days after the date of hire or by the first pay period of the month of hire, whichever is later:

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- 1. Name
- 2. Year of Birth
- 3. Home Address
- 4. Phone Numbers—work, home, cellular
- 5. Personal Email Addresses (non-District email)
- 6. School Site
- 7. Department/Grade Level or Assignment
- 8. Date of Hire in Bargaining Unit Position
- 9. Full Time Equivalent (FTE) status

The District shall not be obligated to provide a unit member's home or mobile telephone number or personal email address to the Association if the unit member does not provide such information to the District, if the unit member has made a written request that such information not be released, or if the unit member has an alternatively designated address pursuant to government Code section 6207 (pertaining to victims of domestic violence, abuse and stalking).

The District shall indicate in the information provided to the Association office those unit members who have submitted such a request.

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F. Bargaining Unit Member Information

The District will deliver to the Association office the following information for all bargaining unit members each September, January and May of every school year:

1. Name
2. Year of Birth
3. Home Address
4. Phone numbers—work, home, cellular
5. Personal Email Addresses (non-District email)
6. School Site
7. Department/Grade Level or Assignment
8. Date of Hire in Bargaining Unit Position
9. Full Time Equivalent (FTE) status
10. Whether the District is deducting membership dues for the unit member
11. Whether the employee is on unpaid leave

The District shall not be obligated to provide a unit member’s home or mobile telephone number or personal email address to the Association if the unit member does not provide such information to the District, if the unit member has made a written request that such information not be released, or if the unit member has an alternatively designated address pursuant to Government Code section 6207 (pertaining to victims of domestic violence, abuse and stalking).

The District shall indicate in the information provided to the Association President those unit members who have submitted such a request.

G. New Bargaining Unit Member Orientation

Each time a person is newly employed in a position in the bargaining unit, the District will inform them of their employment status, benefits, duties, responsibilities, and provide other general employment-related information.

For unit members whose employment is starting at the beginning of the school year, the District will allow new unit members to attend an in-person orientation. This orientation session will generally take place prior to the first day of instruction, except when no new unit members are commencing employment at the beginning of the school year. The District will coordinate the new unit member orientation session with the Association. Administrators will excuse themselves from the Association presentation. The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to these orientation sessions.

For unit member(s) hired after the start of the school year, the District will schedule monthly in-person orientation sessions during the morning of a late start Monday. The Association will be provided with thirty (30) minutes of uninterrupted time within the contracted teacher work day for unit member orientation sessions that occur after the beginning of the school year. The Association shall have one hour of District paid release time plus travel time for one bargaining unit representative to attend and participate in these orientation sessions. An annual schedule of monthly orientation

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meeting dates will be provided to the Association President prior to the start of each school year. These monthly orientation meetings will only be held if a new unit member has commenced employment with the District during the previous month. The District shall only disclose this information to the new unit members, Association representatives, and CTA-endorsed vendors. The District will confirm whether or not the orientation sessions will be held at least ten (10) days in advance of the scheduled meeting. Administrators will excuse themselves from the Association presentation. The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to these orientation sessions.

G. H. Consultation Rights

The Association has the right 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 to the extent such matters are within the discretion of the District under the law. Such consultation shall commence upon request, and the District shall not effectuate District-wide changes in such matters without first giving the Association an opportunity for discussion and good faith consideration of Association interests expressed in such discussions. The District may in its discretion also consult with the Association on any other matter.

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H. I. Released Time

The Association President/designee may use up to twenty (20) days of released time per school year for Association business. In addition, the members of the Executive Board of the Association may each use up to five (5) days of released time per year for Association business, and the members of the Association Bargaining Team may each use up to five (5) days of released time per year for purposes of negotiations preparation. All of the above released time shall be without loss of pay to the employee; however, the Association will reimburse the District for the cost of any substitute required.

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The Association Bargaining Team may also use released time for face-to-face negotiations with the District. The Association's bargaining team shall not exceed six (6) members. The Association is not required to reimburse the District for the cost of substitutes obtained for released time for face-to-face negotiations.

The Association President shall be entitled to be released from his/her regular duties on a 20% basis, at the District's cost. One of the purposes of the release time shall be to proactively address issues of concern between the Association and the District. To that end, the Association President and the Superintendent shall agree upon a regular meeting schedule between the Association President and designated District administrators. Unless the parties agree otherwise, the Association's entitlement to Presidential release time at District cost shall sunset on June 30, ~~2016~~2022.

I. J. Collaboration Resolution Team Meetings

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The District Superintendent and the Association President shall each appoint an agreed upon number of members to a Collaborative Resolution Team (CRT) to address District-wide policy or practice issues of concern. CRT meetings shall be calendared monthly on an annual basis so that meetings are scheduled in advance to address District-wide policy or practice issues of concern as they arise. The CRT shall meet promptly when meetings are requested. The District Superintendent and the Association President shall determine if the meetings are, in fact, needed, as well as the CRT composition, the number of people to attend the CRT meetings, and the content of the meetings. The purpose of the CRT is to address issues of District-wide policy or practice on a proactive basis.