**ARTICLE ~~XIII~~ III**

**ASSOCIATION RIGHTS**

Section 1. Right to Join

The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations.

The District shall provide a ten (10) day notice of any new employee orientation and provide to the Association the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email address, and home address of any new employee within 30 days of hire or by the first pay period of the month following hire, and provide the Association with the aforementioned certificated employee information every 120 days for all employees who are eligible to join MEA.

Section 2. Facility Usage

The Association shall have the right to use institutional bulletin boards, mailboxes, equipment and the use of the school mail system and other District means of communication for the posting or transmission of information or notices concerning Association matters. The Association shall forward a copy of any general notice materials to be posted or sent through inter office mail to the Superintendent simultaneously with the mailing or posting. The Association shall have the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the rights of the Association under ~~SB 160.~~ Government Code 3543.1(b). The Association shall schedule such usage in advance with the appropriate administrator, and previously scheduled public usage of the facility shall take precedence.

Section 3. Right of Information

The Association shall, upon request, be furnished with copies of any public materials which assists the organization to fulfill its role as the exclusive bargaining representative.

Section 4. Released Time

The District shall grant released time with pay to not more than six (6) designated representatives of the Association for purposes of attendance at bargaining sessions as required under ~~SB 160.~~Government Code 3543.1(c).

The District shall grant not more than ten (10) days of released time for Association business each year during the term of this Agreement. Such use shall be at the discretion of the Association upon advance notification of not less than five (5) work days to the Superintendent. Such days shall be used in full-day increments, and the Association shall reimburse the District in the amount of the daily cost of a substitute teacher for each day of time used. In order to safeguard the continuity of instruction for students, no employee shall use more than five (5) days without the written agreement of the Superintendent and the immediate supervisor. Granting of such released time to more than two (2) unit members on any one work day, except for purposes of arbitration, shall be subject to the availability of substitutes. Scheduling of unit members for arbitration shall be reasonable. Notwithstanding any other provision of this subsection, no released time shall be granted for purposes of participating in concerted activities.

By mutual agreement between the District and the Association, the MEA President may be released from a portion of his/her regular duties in the District and classified as a Teacher-On-Special Assignment. The ~~District shall pay the~~ MEA President shall be paid at the same salary and benefits he/she would have received on regular duty without loss of seniority and other rights and benefits.

For the term of this Agreement, MEA shall reimburse the District for the salary of the MEA President at Column 2, Step 1 of the salary schedule prorated for the amount of time released. The District agrees to cover the costs of salary related expenses and health benefit package for the released time of the President for up to .5 FTE equivalent ~~through~~ **~~June 2009~~** **through June 2023** with mutual agreement of the parties to re-evaluate the costs borne by the parties prior to the next renewal of the Master Agreement.

As part of the release time assignment, the MEA President will make every reasonable effort to provide services of mutual interest and benefit to the parties as jointly determined by the MEA President and the Superintendent or Designee. Such services may include:

* + Proactively engaging in communication and problem solving with District representatives and bargaining unit members with the objective of resolving issues before they become major conflicts or grievances.
  + Maintaining an ongoing and timely dialogue with the District administration with regard to new legislation or changes in District policies that may directly impact teachers. Examples include: ESEA, IDEA, state accountability requirements, induction programs, budget reduction impacts and instructional program modifications.
  + Promoting collaborative working relationships between all elements of the school community including classified employees, administrators, parents, students, the Board and the community.
  + Providing representation on District committees, contributing to newsletters, gathering data for the use of both parties in the negotiation/consultations process and assisting with the recruitment of new teachers~~.~~

The MEA and the District agree to align negotiations days and other Association business days with President’s release schedule in order to maintain consistency of instruction for the students he/she is assigned to teach and the President will attend all staff meetings and staff development days at the assigned school site.

Section 5. ~~Printing~~ Handbook/Directory

At the first faculty meeting of the school-year, prior to the first instructional day, each bargaining unit member shall be provided with an updated staff handbook.

A District directory shall be provided without cost to the Association and each unit member no later than ~~December 1~~ January 30 of each school year.