ARTICLE 4: ASSOCIATION RIGHTS

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

Section 4.2-Communication. The Association shall have the exclusive use of bulletin boards, not less than four feet (4') by four feet (4'), in locations convenient to all unit members. The Association shall have the right to use the District's electronic mail service according to Board Policy 1160 and 1325, and employee mailboxes for the dissemination of information concerning Association business provided that, given any general distribution, the Association email or provide 15 courtesy copies to the Assistant Superintendent, Human Resources. All postings for bulletin boards or items for employee mailboxes must contain the identification of the Association and, if appropriate, the date of removal. The District will pick up school district intra-district mail from the Association office on each school day during the regular school year. Such pick up and delivery will be subject to any state or federal regulations covering mail service.

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

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

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

Section 4.6-Association Calendar. The first and third Mondays of each calendar month shall be set aside and designated exclusively for Association business. Said business shall be

conducted after the workday unless changed by mutual agreement. No District meetings shall be scheduled at any time, which might conflict with Association meetings on these days.

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

Section 4.8-Release Time-President.

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

Section 4.9-Release Time-Other Association Members.

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