

1                   **SECTION XII – RIGHTS OF THE EXCLUSIVE REPRESENTATIVE**

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3     The Employer shall make available to the Exclusive Representative copies of the  
4     agenda and a Board folder of each Board of Education meeting at the same time that  
5     they are completed for distribution. Privileged materials and other documents not  
6     subject to disclosure under the Public Records Act shall not be made available to the  
7     Exclusive Representative. The Exclusive Representative shall be entitled to one official  
8     representative at all Board meetings; however, anyone shall be permitted to speak in  
9     accordance with Board Policy.

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11    Copies of minutes of Board of Education meetings shall be made available to the  
12    Exclusive Representatives at the time they are approved by the Board.

13  
14    At the close of each pay period, the District shall provide the Exclusive Representative  
15    with a list of all unit members who are newly employed or terminated, and regular  
16    classroom teachers who have had a change of work location.

17  
18    Unit Building Committee – The District agrees that at each school the principal shall be  
19    encouraged to meet at least once a month with the Unit Building Committee at a  
20    reasonable time, for the purpose of discussing matters of mutual concern. Each unit  
21    Building Committee shall consist of no more than five (5) teachers at the school and  
22    shall be chosen by the site teachers.

23  
24    Representatives of the Unit designated by the Exclusive Representative, not to exceed  
25    five (5) members, and the Employer shall meet on a mutually agreed upon date, place,  
26    and time, upon request by either party, for the purpose of reviewing the administration  
27    of the Agreement and to review any mutual concerns. Additional participants may be  
28    included when needed; however, no more than two (2) such resource persons shall  
29    attend any meeting without mutual consent of the parties. These meetings are not  
30    intended to bypass the grievance procedure and shall not constitute an invitation to  
31    continuously renegotiate the provisions of the Agreement. Both parties may submit  
32    agenda items they wish to discuss at these meetings. These meetings shall take place  
33    at the District level.

34  
35    The Exclusive Representation shall appoint a Budget Committee of at least three (3)  
36    members whose purpose is to meet with the Assistant Superintendent Business  
37    Support Services as appropriate. The purpose of this committee is to be familiar with  
38    the budget and budget process each year. Budget printouts and other budget material  
39    will be made available to the Exclusive Representative.

40  
41    The Exclusive Representative will be eligible to select three (3) members of the District  
42    Insurance Committee.

43  
44    A committee composed of representatives of the Exclusive Representative and  
45    administration representatives will develop the Certificated Calendar for  
46    recommendation to the Superintendent and the Board of Education. No later than  
47    December 1 of each year of the contract, the parties will develop and agree to a  
48    certificated calendar for the succeeding year.

1 The Exclusive Representative may hold group meetings at individual school sites during  
2 the workday. Such meetings shall not exceed four (4) meetings per school year at each  
3 school site. Such meetings may not commence earlier than fifteen (15) minutes  
4 following the completion of the instructional day nor adjourn later than ten (10) minutes  
5 prior to the beginning of the instructional day. Meeting dates, time, and places shall be  
6 subject to the mutual agreement of the building representative and the site principal. In  
7 instances where a group meeting follows the staff meeting at a particular school site,  
8 the group meeting may not commence until at least  
9 five (5) minutes following completion of the staff meeting. If more than one school staff  
10 is invited to attend a group meeting, each such additional staff shall be deemed to have  
11 held a meeting under this section. It is the responsibility of the Exclusive  
12 Representative to monitor meetings times and ensure compliance with the provisions of  
13 this section.

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15 **ORGANIZATIONAL LEAVE**

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17 Annually, the Exclusive Representative will be provided a total of two (2) days of  
18 Organizational Leave to release Unit Members to participate in state or national  
19 organizational events. This will be without loss of compensation to the unit member and  
20 without reimbursement by the Exclusive Representative.

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22 **DISTRICTWIDE COMMITTEES**

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24 The Federation may designate a representative to participate on Districtwide  
25 committees to which teachers are appointed.

26  
27 **ORGANIZATIONAL SECURITY**

28  
29 The District will fulfill its obligations under the Government Code relative to the “fair  
30 share” provisions for Organizational Security.

31  
32 PFT shall provide the District with the dues amount payable for each member of the  
33 organization and, as applicable and in accordance with applicable law, the fair share  
34 service fee amount.

35  
36 PFT shall provide the District with names of any individuals who qualify for religious  
37 objection status. Employees who qualify for religious objection may indicate to which of  
38 the following nonreligious, non-labor organizations the District is to direct an amount  
39 equal to the fair share service fee:

- 40  
41 1. United Way  
42 2. \_\_\_\_\_ \*  
43 3. \_\_\_\_\_ \*

44  
45 \* To be determined as necessary.  
46  
47  
48

1 As the United Way is a qualified organization per Section 501 (C) (3) of Title 26 of the  
2 Internal Revenue Code, the individual employee's monthly pay warrants showing an  
3 appropriate deduction for that organization shall satisfy the requirements of the law that  
4 proof of such payments be made on an annual basis to the public school employer as a  
5 continued exemption from the requirement of financial support to the recognized  
6 employee organization.

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