

Memorandum of Understanding 2018-2019
Snowline Teachers Association & Snowline Joint School District
Article 4. Association Rights

This MOU shall take effect on July 1, 2019 and be included as a permanent article of the Certificated Bargaining Agreement (CBA) between the Snowline Teachers Association and Snowline Joint Unified School District.



Jeff Phillips

Snowline Teachers Association

4/12/19

Date



Dennis Zimmerman

Snowline Joint Unified School District

Date

- 4.1 All association business, discussions, and activities will be conducted by unit members or Association officials outside established work hours as defined for regular teachers, counselors and other represented personnel. Such business, discussion and activities will be conducted in places other than District property, except when: (a) an authorized Association representative obtains at least twenty-four (24) hours advanced permission from the superintendent or designee regarding the specific time, place, and type of activity to be conducted; (b) the superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of unit members, and will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with an Association representative, and (c) the superintendent or designee can verify that the use of the facility is consistent with law. Association use of District facilities shall be subject to the Civic Center Act, and the District's policies implementing the Act.
- 4.2 The Association may use the school mailboxes and bulletin board spaces designated by the superintendent subject to the following condition: the Association will not post or distribute information which contains political campaign materials. The Association president shall be notified, in writing, whenever a violation of this Article occurs.
- 4.3 The Association may use District electronic mail service for routine communications to unit members consistent with applicable Board Policies, Administrative Regulations and Electronic User Agreements, and provided such use does not interfere with the duties and responsibilities of unit members. All communications shall be dated and the Association's identification clearly defined.
- 4.4 The District will post this Collective Bargaining Agreement on its website and will distribute an electronic copy to all members of the bargaining unit.
- 4.5 The Association may have the opportunity to present announcements and reports at the close of faculty meetings.
- 4.6 The Association shall receive a total of 15 days of release time for Association business, excluding reasonable release time for conducting negotiations/processing grievances. The Association may provide an additional 10 days of release time with the Association paying the cost of substitutes. Two days advance notice to the superintendent is required. The Association shall reimburse the District for the cost of substitutes for any additional release days.
- 4.7 Upon twenty-four (24) hours prior notification in writing to the superintendent, the Association president shall be allowed without cost up to (15) fifteen days of release time for Association work, and/or

consultation with Association representatives so long as such costs are reimbursable under mandated costs by the State. If such costs are not reimbursable by the state the Association shall reimburse the District for the cost of the substitute at the daily rate of pay.

- 4.8 Memorandum of Understanding executed between the Association and the District shall include effective dates. MOUs shall be reviewed each year by the parties at a mutually agreeable time.
- 4.9 AB 119/New Hire Orientation: During any new teacher orientation, the District shall provide an opportunity for representatives from the Association to meet with new teachers. Specifically, representatives for the Association can meet with new teachers in person for not less than 60 minutes at the conclusion of any new teacher orientation. The District shall provide at least ten (ten) days' notice of any new employee group or individual orientations.
- 4.10 In the event the District conducts one-on-one orientations with new employees, it will inform the Association prior to the onboarding session to allow the Association to speak to the new hire.
- 4.11 Two times per year (September 30, March 1) the District will provide the Association all of the information listed below for all employees.
 - a. First name
 - b. Middle name
 - c. Last name
 - d. Suffix
 - e. Job title
 - f. Primary Work Site/Department
 - g. Home street address
 - h. City
 - i. State
 - j. Zip code
 - k. Personal phone number on record
 - l. Hire date
- 4.12 All adopted policies of the Snowline Board of Trustees are available on the District website.
- 4.13 If any provision of this Agreement should be held invalid or unenforceable by operation of law or by any court or tribunal of competent jurisdiction, then the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect. In such event, the employer and the Association shall, upon request of either party, immediately commence negotiations regarding the means of compliance with such law or decision.