

ARTICLE IX
ORGANIZATIONAL MEMBERSHIP

- A. Any employee who is a member of the EEEA/CTA/NEA, or who applies for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments to the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the employee for ten (10) months.
- B. Any employee who is not a member as referred in Section A above, and who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments except as provided for in Section C and D of this Article. An agency fee payer may pay to the Association in one lump sum within thirty (30) days, or such unit member may authorize payroll deduction as provided in Education Code Section 45061 in the same manner as set forth in Section A of this Article.
- C. Any employee desiring to be exempt from joining the Association or paying the representative fee because of membership in a religious body whose traditional tenets or teachings prohibit joining or financially supporting employee organizations, shall file a claim of exemption with the Association within fifteen (15) days following the commencement of the member's working Assignment. Such claim shall include a signed Statement of Membership in the religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations. Such Statement of Membership shall be submitted annually by September 30th to the Association.
- D. Those persons who were granted philosophical objector status may continue as philosophical objectors throughout their career in the district, provided they annually submit, by September 30, to the Association a claim for exemption. However, an employee who was granted philosophical objector status will lose forever their right to claim this status under any one of the following circumstances:

- * The philosophical objector fails to submit to the Association, annually, by September 30th, a request for exemption.
- * The philosophical objector terminates his/her employment voluntarily and is then re-employed by the District in a certificated bargaining unit position.

If a philosophical objectors employment is involuntarily terminated then re-employed, the following conditions apply:

1. If a permanent employee, who has been granted philosophical objector status, experiences layoff, he/she shall retain the right to submit a request for continued exemption within 30 days of reinstatement, if such reinstatement is within 36 months of the effective date of layoff.

The philosophical objector status was intended to be granted only to those eligible employees, who under the terms of the Agreement, could apply for such status during January of 1995. No other employees, other than those granted philosophical objector status during the open window period, will be granted status. All new employees or existing employees who were not eligible or who did not apply in a timely manner for philosophical objector status, can never be granted such status.

- E. Employees who qualify for exemption under Article IX, C and D above, shall pay, in lieu of a representative fee, the sum equal to such representative fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

Escondido Arts in Education Foundation, Inc.
Boys and Girls Club of Escondido
Casa De Amparo
ESCONDIDO EDUCATION FOUNDATION

Such employee must provide proof of payment to one of the above organizations in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the representative fee has been made. Such proof

shall be presented to the Association on or before September 30 of each school year. Failure to provide such proof shall result in an automatic implementation of Section B of this Article.

- F. With respect to all sums deducted by the District pursuant to Sections A and B above, whether for membership dues or agency fee, the District agrees to promptly remit such monies to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association and indicating any changes in personnel from the list previously furnished.
- G. Deductions for employees who are employed after the commencement of any school year shall be prorated.
- H. Any employee making payments as set forth in sections C and D above, and who requests that the arbitration provisions of this entire Negotiated Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said arbitration procedures.
- I. The Association agrees to furnish any information needed by the District to fulfill the provisions of Section C of this Article.
 - 1. As a condition of this Article, the EEEA/CTA/NEA agrees to indemnify and hold harmless the District, the Board of Education, each individual Board member, and all administrators in the District, against any and all claims, demands, costs, lawsuits, judgments or other forms of liability and direct costs, including all court or administrative agency costs that may be sustained out of, or by reason or action taken by the District for the purposes of complying with the provisions of this Article.
 - 2. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in I.1 above shall or shall not be compromised, resisted, defined, tried, or appealed.
 - 3. The Association shall have the sole responsibility to enforce the provisions of this Article.