

ARTICLE 16 – DISTRICT RIGHTS

- 16.1 It is understood and agreed that the District retains all of its powers and authorities to direct, manage and control to the extent of the law. Exercise of these powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with State and Federal law. All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District.
- 16.2 All matters not specifically enumerated as within the scope of negotiations in Government Code §3540 et seq. and/or designated as rights shared with TRUE are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, continue, or discontinue, in whole or in part, temporarily or permanently, any of the following:
- 16.2.1 The educational policies, procedures, objectives, goals and programs, including, but not limited to, those relating to curriculum, course content, master schedule, textbook selection, educational equipment and supplies, admission, attendance, pupil transfers, final decisions on grade level advancement, guidance, testing, records, pupil health and safety, pupil conduct and discipline except as set forth in California Education Code, transportation, school boundaries, food services, extracurricular and co-curricular activities.
- 16.2.2 The selection, hiring, classification, direction, promotion, demotion, dismissal of all certificated personnel of the District; the assignment of members to any location and also to any facilities, classroom, functions, activities, academic subject matter, grade levels departments, tasks, or equipment; and the determination as to whether, when and where there is a job opening; except to the extent specifically negotiated in this Agreement.
- 16.2.3 The title, description, duties, and classifications of each certificated employment position, except to the extent specifically negotiated in this Agreement.

- 16.2.4 The standards of performance of all employees; and whether unit members adequately perform such duties and meet such standards, except to the extent specifically negotiated in this Agreement.
- 16.2.5 The dates, times, hours and schedule of operation of District facilities, functions and activities.
- 16.2.6 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties of all personnel with respect to such matters; except to the extent specifically negotiated in this Agreement.
- 16.3 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner, nor does the Association waive any rights guaranteed by law.
- 16.4 The District retains its rights to temporarily amend, modify or rescind the provisions of this Agreement in cases of emergency, and to take any reasonably necessary action in the event of an emergency.
- 16.5 Any dispute arising out of, or in any way connected with, either the existence of or the exercise of any of the reserved rights of the District is not subject to the grievance provisions set forth in Article 15.