

ARTICLE 4 - DISTRICT RIGHTS

Section 1. It is agreed that all matters not mentioned as within the scope of negotiations in Government Code 3543.2, or not limited by the provisions of other Articles of this Agreement or not limited by statutory rights of unit members, are reserved to the District. Such reserved rights include, but are not limited to, the exclusive right to: Determine the management organization and operational structure of the District and all budgetary matters, including but not limited to all sources and amounts of financial support and income, and all budgetary allocations, reserves and expenditures; determine the number, type and location of all District-owned or controlled properties, grounds, facilities and other improvements, including the acquisition, disposal and utilization of same and the work, service and activity functions assigned to each of such properties; determine the kinds, levels and standards of any services to be provided to the public or to be provided to employees in support of services to the public, and the methods and means of providing such services; determine the subcontracting of services and functions, except where such subcontracting would result in reduction in the number of employees subject to this Agreement; determine the educational policies, objectives, goals, programs, support services, curriculum, course content, textbooks, equipment and supplies, and all rules, policies and practices regarding such matters; select, classify, direct, utilize, promote, demote, discipline, layoff, terminate and retire any personnel of the District; assign employees to any location, and also to any facilities, classrooms, activities, academic subject matters, departments and grade levels; determine staffing patterns, including but not limited to the determination of whether, when and where there is a job opening; determine the job classifications and the content and qualifications thereof; determine the duties and standards of performance for all employees; determine the times and hours of operation of District facilities, functions and activities; determine safety and security rules and measures for all personnel and students of the District; and determine the rules, regulations, policies, and practices for all employees, students and the public.

It is understood that the right to "determine" as used herein includes the right to establish, modify, and discontinue, in whole or in part, temporarily or permanently, any of the above matters.

Section 2. The above-mentioned rights of the District are listed by way of example rather than limitation, and the provisions of this Agreement constitute the only contractual limitations upon the District's rights. 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.

Section 3. It is not the intention of the parties in setting forth the above-mentioned rights of the District to detract or diminish in any way the rights of the Association or unit members as set forth elsewhere in this Agreement, or in Statutes or Constitutions; however, the Association's statutory right to negotiate during the term of this Agreement shall be as indicated in this Agreement. If there is a direct conflict between the rights set forth in this Article and the provisions of another Article of this Agreement, the language of the latter shall prevail.

Section 4. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth hereinabove, or any other rights of the District not limited by other provisions of this Agreement, is not subject to the grievance and arbitration provisions as set forth in Article 6, unless the grievance in question is an allegation that the District has violated a provision of some other Article of this Agreement, which Article is itself subject to arbitration.