

ARTICLE 2: MANAGEMENT RIGHTS

2.1 It is understood and agreed that the DISTRICT retains all of its powers and authority to direct, manage, and control its operation as specified by and to the full extent of the law, except as specified in this Agreement.

2.2 Included in, but not limited to, those duties and powers are the exclusive right to:

- ~~e~~Determine the times and hours of operation;
- ~~e~~Determine the kinds and levels of services to be provided, and the methods and means of providing them (see Article 1);
- ~~e~~Establish ~~it's~~ the educational policies, goals and objectives;
- ~~i~~Ensure the rights and educational opportunities of students;
- ~~e~~Determine staffing patterns; ~~classify and reclassify~~;
- ~~e~~Determine the number and kinds of personnel required;
- Direct the work of unit members;
- ~~m~~Maintain the efficiency of DISTRICT operations;
- ~~e~~Determine the curriculum;
- ~~b~~Build; move, or modify buildings and facilities;
- ~~e~~Establish budget procedures and determine budgetary allocation;
- ~~e~~Determine the methods of raising revenue; and
- ~~e~~Determine the level of safety standards to comply with Federal and State requirements; ~~and contract out work not customarily and routinely performed by bargaining unit members or where expressly forbidden by law.~~

The DISTRICT also retains the right to hire, classify/~~reclassify~~, evaluate, promote, layoff, terminate, and discipline ~~employees~~ unit members.

2.3 The DISTRICT retains its right to amend, modify, or rescind policies and practices set forth in this Agreement in cases of emergency and to determine when an emergency exists. For the purpose of this Article, the term “emergency” shall mean a situation which could not have been reasonably foreseen and which when not acted upon might incur loss of life or limb or serious damage to property such as a natural disaster, conflagration, epidemic, or work stoppage.

2.4 The exercise of these powers, rights, authority, duties, and responsibilities shall be directed 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 the laws of the

State of California.

- 2.5 The exercise of any right reserved to the District in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right to preclude the District from executing the right in a different manner.
- 2.6 The ASSOCIATION, on behalf of its unit members, agrees that it will not cause, encourage, participate in, or support any strike, boycotting, or work stoppage, or refuse to render services or to work at any time during the term of this Agreement. In the event of a violation of this section by the ASSOCIATION and/or the unit members, the DISTRICT may, in addition to other remedies, discipline such unit members up to and including discharge. Unit members shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work.