

ARTICLE 20

DISTRICT RIGHTS

- 20.1 This Article is intended to insure that the District retains all rights and powers which it has not agreed to limit in other Articles of this Agreement; this Article is not intended, nor shall it be construed as: (1) expanding the rights of the District beyond statutory and constitutional limits; (2) waiving the rights of individual unit members under the Education Code or other statutes or constitutions; or (3) waiving or otherwise diminishing the rights of the Association or of unit members as set forth in other Articles of this Agreement. If there is a direct conflict between the retained rights of this Article and the rights of unit members or of the Association as set forth in some other Article of this Agreement, the language of the Agreement shall prevail. Also, it is recognized that some of the following matters fall within the exclusive representative's right to consult as set forth in the Government Code Section 3543.2(a), and this Article is not intended to limit those consultation rights, but rather to indicate that the final decision on "consult issues" lies with the District. Subject to the foregoing qualifications, it is understood and agreed that the District shall retain its rights and responsibilities as defined by the state and federal statutes. The District shall accomplish the full exercise of all such rights and responsibilities unless and except such rights and responsibilities are limited by statute and/or by this Agreement. With respect to the bargaining unit work and the unit members represented by CUTA, such District retained rights include but are not limited to the exclusive right to: determine organization; direct the work of its employees; determine the time and hours of operations; determine the kinds and levels of services to be provided, and the method and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of district operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; take action on any matter in event of an emergency and engage in the exercise of further unspecified rights necessary to discharge management's responsibility provided, however, that such unspecified rights shall not conflict with the specific and expressed terms of this Agreement and/or law; and in addition, the District retains the rights to hire, assign, reassign, evaluate, and terminate employees, and to determine the effects and impact of any action implementing these rights.
- 20.2 The exercise of the foregoing rights, authority, duties and responsibilities by the District, the adoption of 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 expressed terms of this Agreement and applicable statutes.

20.3 This Article shall not be subject to the terms and conditions of Article 14 "Procedures for Processing Grievances." However, nothing contained herein shall be construed to prevent the filing of grievances pursuant to Article 14 contending that the District has violated an expressed term of some other Article of the Agreement which has not by its own terms been excluded from the grievance procedure.