

ARTICLE III

DISTRICT RIGHTS

1.0 General: The intention of this Article is to provide that the District retains all rights and powers which have not been limited by the other Articles of this Agreement. The provisions of this Article are not intended to expand the rights of the District beyond statutory and constitutional limits, or in any manner to waive or diminish the rights of LASPA or the employees as provided in other Articles of this Agreement. In the event that there is a conflict between the rights of the District under this Article and the rights of LASPA or employees as set forth elsewhere in this Agreement, the provisions of the other Articles of this Agreement shall prevail.

2.0 District Rights: It is agreed that all matters which are beyond the scope of negotiations under Government Code Section 3543.2, and also all rights which are not limited by the terms of this Agreement are retained by the District. Such retained rights include, but are not limited to, the right to determine the following matters:

- a. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
- b. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures, apart from those allocated to fund the express wage and benefit obligations of this Agreement;
- c. The acquisition, disposition, number, location, types and utilization of all District properties and equipment, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the type of personnel, work, service, and activity functions assigned to such properties;
- d. All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service; and the

Article III – District Rights

personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services, subject only to Code restrictions upon same;

e. To the extent permitted by law, the utilization of personnel not covered by this Agreement to do work which is normally done by employees covered hereby, and the methods of selection and assignment of such personnel;

f. The educational policies, procedures, objectives, goals and programs, including those relating to student conduct and discipline, student transportation, food services, racial and ethnic balance, extra-curricular activities, and emergency situations; and the substantive and procedural rights and obligations of students, parents, employees and the public with respect to such matters;

g. The selection, classification, direction, promotion, demotion, discipline, termination, and retirement of all personnel of the District subject only to applicable law; equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location, subject only to Article XI (Transfer Procedures), and also to any facilities, classrooms, functions, activities, departments, tasks or equipment; the staffing levels, work loads, and the number of employees; and the determination as to whether, when and where there is a job opening;

h. The job classifications and the content and qualifications thereof; the rates of pay for any new classifications implemented in the bargaining unit during the term of the Agreement, provided that LASPA is first consulted concerning such new rates;

i. The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards, subject only to Article X (Evaluation Procedures);

j. The dates, times, and hours of operation of District facilities, functions, and activities; work schedules; school calendars; the assignment of paid duty days beyond the regular assigned duty year; the assignment of overtime, subject only to Article IX (Hours of Work and Overtime) and Article XV (Holidays);

k. Safety and security measures for employees, students, the public, properties, facilities, vehicles, materials, supplies, and equipment,

Article III – District Rights

including the various rules and duties for all personnel with respect to such matters, subject only to Article XVII (Safety);

l. The rules, regulations, and policies for all employees, students and the public, subject only to the express limitations contained in this Agreement; and

m. All other rights of the District not expressly limited by the language of this Agreement are also expressly reserved to the District even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the District's rights. 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 or preclude the District from exercising the right in a different manner.

3.0 The right to "determine" as used above in Section 2.0, includes the exclusive right to establish, change, modify, or discontinue in whole or in part, temporarily or permanently, any of the above matters.

4.0 Effect on Grievance Procedure: The contractual rights of LASPA and the employees are set forth in the other Articles of this Agreement and this Article is not a source of such rights. Accordingly, no grievances may be filed under this Article. However, nothing in this Article shall prevent the filing of grievances under Articles of this Agreement which have not been excluded from the grievance procedure.