

- A. It is expressly agreed that all rights which ordinarily vest in and have or could have been exercised by the Board, except those which are clearly and expressly relinquished by the written terms herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action under the term of this Agreement. Such Board's rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board and School District.
 2. Continue its rights, policies, and practices of assignment and direction of its classified staff and all other personnel, determine the number of classified staff and all other personnel, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business or school hours or days.
 3. The right to direct all personnel, including the right to hire, promote, discipline, suspend, discharge, transfer, assign work duties, and positions, determine the size of the work force, and to lay off employees.
 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or providing its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
 5. Adopt reasonable rules and regulations.
 6. Determine the qualifications of all employees including physical conditions.
 7. Determine the number of its facilities, their location or relocation, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings, or other facilities and modifications thereto.
 8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

ARTICLE 2

DISTRICT RIGHTS AND RESPONSIBILITIES - Continued

9. Determine the District's annual budget, financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of and duties and responsibilities of the administrative organization and all other personnel groups, their functions, authority, amount of supervision, and table of organization.
 11. Determine the policy affecting the selection, testing, or training of employees providing that such selection shall be based upon lawful criteria.
 12. Determine solely the educational processes of the District, its methods, programs, curriculum plans, philosophy, facilities, equipment, texts, materials and any and all other pertinent and related changes additions, reductions, subjects, matters, and conditions.
 13. Take whatever action necessary to prepare for or operate in an emergency as determined by the Board.
- B. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement, nor shall the exercise of such rights make this Article subject to any problem resolution procedure.
 - C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the California School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.
 - D. Except as expressly provided otherwise in this Agreement, the determination and administration of Board and school policy, the operation and management of schools, and the direction of employees is vested exclusively in the Board.
 - E. The Board shall continue to have the exclusive right to establish, modify, or change any condition except those expressly and specifically established by terms of this Agreement.
 - F. The Board shall continue to possess and exercise all the rights and privileges of management, control, and administration historically intended and practiced by the elected representatives of the public.
 - G. The listing of specific Board rights in this Agreement is not intended to be nor shall it be restrictive of or a waiver of any rights of the Board not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.