

- A. Except as expressly limited by the specific terms and conditions of this Agreement, it is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish and insure its educational policies, goals and objectives; insure the rights and education opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibility by the District, the adoption of policies, rules, regulations, and practices in the 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 law.
- C. Nothing in this Article shall serve to alter or limit the District's right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board but the effects of such a decision are subject to the provision of the grievance procedure.

Definition of Emergency

1. A situation in which the lives and/or safety of students and/or employees are endangered.
2. A financial crisis in which the District is unable to fund mandated expenses.
3. A situation in which it would be impossible to conduct the normal business of the District.

Upon termination of the emergency, any amendments, deletions, or changes of any kind whatsoever in the terms and conditions of the contract shall immediately revert to original contract terms and conditions, unless mutually agreed otherwise.

- D. The District recognizes its obligation to consult with the Association on those matters specified in the Education Employment Relations Act, to wit: definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District under the law.