

ARTICLE 7: DISTRICT RIGHTS

- 7.1 All matters not specifically enumerated as within the scope of negotiations in Government Code Section 3540 et seq. and/or designated as rights shared with the Association are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:
- 7.1.1 The legal, operations, geographical and organizational structure of the District, including the chain of command, division, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
 - 7.1.2 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debts, 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 expressly allocated to fund the wage and benefit obligations of this Agreement;
 - 7.1.3 The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, services and activity functions assigned to such properties;
 - 7.1.4 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 standard of service, and the 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 (i.e., historically not performed by unit members unless the District must, to conform with federal and state laws), support, construction, maintenance and repair services;
 - 7.1.5 The utilization of personnel not covered by this Agreement, including, but not limited to, substitutes, consultants, confidential and supervisory or managerial personnel, and the methods of selection and assignment of such personnel;
 - 7.1.6 The educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admission, attendance, pupil transfers, grade level advancement, guidance, grading, testing, records, pupil health and safety, pupil conduct and discipline, transportation, food service, racial and ethnic balance, extra-curricular and co-curricular activities and emergency situations with respect to such matters;
 - 7.1.7 The selection, classification, direction, promotion, demotion, discipline, and termination of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of unit members to any location and also to any facilities, classroom, functions, activities,

- academic subject matter, grade levels, departments, tasks, or equipment; and the determination as to whether, when, and where there is a job opening;
- 7.1.8 The job classification and the content and qualifications thereof;
- 7.1.9 The duties and standards of performance of all employees; and whether unit members adequately perform such duties and meet such standards;
- 7.1.10 The dates, times and hours of operation of District facilities, functions and activities;
- 7.1.11 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties of all personnel with respect to such matters;
- 7.1.12 The rules, regulations and policies for all unit members, students and the public;
- 7.1.13 The retirement of unit members for age or disability; and
- 7.1.14 The termination or layoff of unit members, consistent with law, as a result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.
- 7.2 All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District.
- 7.3 The exercise of any right reserved to the District herein 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, nor does the Association waive any rights guaranteed by law.
- 7.4 The District retains its rights to temporarily amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency.
- 7.5 An emergency for the purpose of this Article shall be an act of nature, or natural disaster such as, but not limited to, earthquakes, floods, severe fires, major attack, plague or a financial situation equivalent to one or all of the examples above.
- 7.6 In addition, the declaration of an emergency which temporarily amends, modifies or rescinds rights guaranteed under this Agreement shall be subject to judicial review.
- 7.7 The explicit language of the other Articles of this Agreement shall take precedence over this Article in any dispute between the parties as to the violation, implementation or interpretation of this Agreement.
- 7.8 Any dispute arising out of, or in any way connected with either the existence of, or the exercise of, any of the reserved rights of the District, is not subject to the grievance provisions set forth in Article 4. However, this provision does not prevent the grievability of shared rights if found in the other language in the Articles of this Agreement.

ARTICLE 8: NEGOTIATION PROCEDURES

- 8.1 Not earlier than May 1, nor later than July 1, the Association shall submit its reopener/initial proposal for salary, benefits, and three articles or new topics of each party's choice.
- 8.2 No later than November 1, or as otherwise mutually agreed, the District shall meet and negotiate with the Association.
- 8.3 The District and the Association may identify and utilize representatives of their choice, and each shall take the responsibility for their team.
- 8.4 The Association may designate no more than five (5) representatives who shall have the right to receive reasonable periods of release time without loss of compensation when meeting and negotiating and for the processing of grievances.

ARTICLE 9: PERSONNEL FILES

9.1 Personnel File Contents

9.1.1 Employee personnel files will be locked and maintained in accordance with Education Code Section 44031. Secret files are prohibited.

9.1.1.1 The reference to "secret files" does not prevent a principal or other administrator from maintaining and using documentation which verifies the disciplinary actions of an administrator such as an oral warning noted in a calendar or in a chronological record of administrative action.

9.1.1.2 Derogatory information in site files shall be entered into the personnel file or destroyed within two (2) years.

9.2 Inspection of Files

9.2.1 Every employee shall have the right to inspect/examine all his/her files upon request in accordance with Education Code Section 44031.

9.2.2 Any access to or examination of employees' personnel files requires the presence of the Assistant Superintendent of Human Resources or designee. A log shall be kept in each personnel file stating the date, purpose, and the signature of the Assistant Superintendent of Human Resources or designee.

9.2.2.1 The log requirement as provided herein shall not apply to routine file maintenance or the inclusion of:

- ♦ Yearly contract
- ♦ Sick leave status
- ♦ Verification of credentials
- ♦ Offer of employment
- ♦ Evaluations

9.2.2.2 Law enforcement or other official governmental investigations where confidentiality has been officially requested.

9.2.3 Information within the personnel file shall be considered confidential in nature except to the extent that disclosure may be required by law. Any communication regarding its contents will be conducted in a reasonably secure manner.

9.2.4 Material not subject to inspection includes rating reports or records which were obtained prior to employment of the person involved, prepared by identifiable examination committee member, or obtained in connection with a promotional examination.

9.2.5 An employee shall have the right to authorize a representative to examine his/her file and obtain a copy of material in the file, except those materials indicated in 9.2.4.

9.3 Information of a derogatory nature shall not be entered or filed unless, and until, the employee is given notice and an opportunity to review and comment thereon.

- 9.3.1 The District shall seal derogatory information at the written request of the unit member after four (4) years from the date of entry.

- 9.4 The employee shall be sent any statement or letter prior to its being placed in the file and shall be provided an opportunity to react to any statement or letter placed in the file.

- 9.5 Material that should be, but is not, found in the employee's personnel file should not serve as a basis for affecting the status of employment.

- 9.6 Employees may place material relative and routine to their professional status in their file.

- 9.7 All material going in a file shall be signed and dated by the person placing said material in the file.