


ARTICLE II DISTRICT FUNCTIONS

- A. It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and activities of its employees, EXCEPT AS LIMITED BY THIS AGREEMENT AND APPLICABLE STATE LAW.
- B. Without limiting the generality of the foregoing (paragraph "A"), it is expressly recognized that the Board's operational and managerial responsibility includes:
 - 1. The right to determine location of the schools and other facilities of the school system.
 - 2. The determination of the financial policies of the District, including the general accounting procedures, inventory of supplies and equipment, procedures, and public relations.
 - 3. The determination of the management, supervisory or administrative organization of each school, or facility in the system and the selection of employees for promotion to supervisory, management, or administrative positions.
 - 4. The maintenance control and use of the school system properties and facilities.
 - 5. The determination of safety, health, and property protection where legal responsibility of the Board or other governmental unit is involved.
 - 6. The right to enforce policies, rules and regulations now in effect, and to establish new policies, rules, and regulations from time to time not in conflict with this Agreement.
 - 7. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge, or discipline employees.
 - 8. The creation, combination, modification, or elimination of any teaching position.
 - 9. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgments of employee performance.
 - 10. The APPROVAL AND AUTHORIZATION of the processes, techniques, methods, and means of teaching, and the subjects to be taught.
 - 11. The right to schedule classes and assign work loads and to APPROVE AND AUTHORIZE textbooks, teaching aides, and materials.

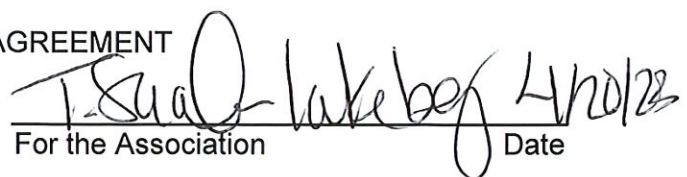
Nothing in the Agreement shall limit in any way the District's contracting or subcontracting of work or shall require the District to continue in existence any of its present programs in its present form and/or location, or on any other basis.



For the District

TENTATIVE AGREEMENT
4/20/23

Date



For the Association

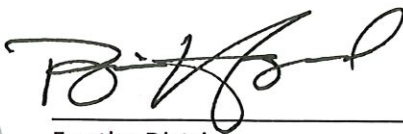
4/20/23

Date

ARTICLE XVIII

STRIKE AND LOCKOUT

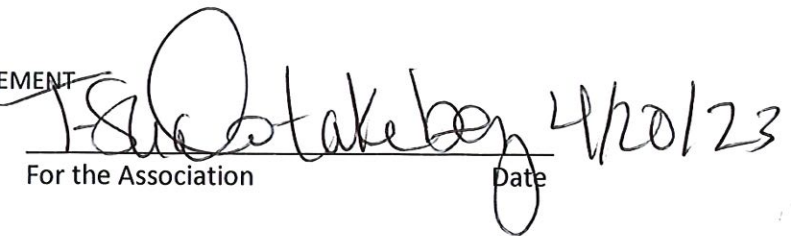
- A. The Association and its members agree that they will not participate in any illegal strike, work stoppage, slow-down, or other concerted work action during the term of this Agreement.
- B. The District agrees that during the term of this Agreement there will be no lockout of employees in the bargaining unit.



For the District

TENTATIVE AGREEMENT
4/20/23

Date



For the Association

Date

ARTICLE XIX

SEPARABILITY CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid, but all other provisions or applications shall continue in full force and effect.

Bill Abdul 4/20/23 TENTATIVE AGREEMENT Therese Sublake 4/20/23
For the District Date For the Association Date