

Article 3 – Management Rights

- 3.1 It is recognized that the Board has and will continue to retain the authority to operate and manage the District and its programs, facilities, and properties within the scope of employment as provided by law.
- 3.2 Without limiting the generality of the foregoing, and not in conflict with Oregon laws and this Agreement, it is expressly recognized that the Board’s operational and managerial authority and responsibility include:
- a. The right to determine location of and to provide the schools and other facilities of the Education Service District, including the right to establish new facilities and to relocate or close existing facilities.
 - b. The determination of the financial policies of the District including the general accounting procedures, control of the equipment and materials purchases and public relations.
 - c. The determination of management, supervisory and administrative organization of the District and the selection of employees for promotion to supervisory, management or administrative positions.
 - d. The maintenance of discipline and control and use of the District’s properties and facilities.
 - e. The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved.
 - f. The right to enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement.
 - g. The direction and arrangement of all working forces in the District or school system, including the right to hire, suspend, discharge, or discipline ~~or transfer~~ employees.
 - ~~h. The creation, combination, modification, or elimination of any position deemed advisable by the Board.~~
 - ~~i.h.~~ 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 judgment of employee performance.~~
 - ~~j.i.~~ The determination of the layout and equipment to be used and the right to plan, direct and control activities of the District. Also, the determination of the means of accomplishing the various jobs in the system and the subjects to be taught.
 - ~~k.j.~~ The right to establish and revise the calendar for the District; ~~hours of employment, to schedule assignments and/or classes and assign workloads; to determine the number of workdays; and to select materials and equipment].~~
 - ~~l.k.~~ The right to make assignments for all programs of an extracurricular nature.

- 3.3 Nothing in this Agreement shall limit in any way the District's contracting or subcontracting of work, or shall require the district to continue in existence any present program in its present form and/or location or on any other basis. If the District desires to contract out bargaining unit work or duties, it will notify the Association in writing at least ~~thirtyfifteen~~ (30)15 business days prior to contracting services. The Association will have the opportunity to bargain for a meaningful discussion with the district over the proposal and its impact. Both parties may mutually agree in writing to waive timelines.
- 3.4 The foregoing enumeration of the Board functions shall not be considered to exclude other functions of the Board not specifically set forth, with the Board retaining all functions and rights to act, not specifically nullified by this Agreement. The Board agrees that the Association has a right to demand bargaining under ORS.243.698 over the effects of any decision that changes or alters the terms and conditions of employment. The District will notify the Association Chapter President and OSEA Field Representative in writing if there are any changes in working conditions that affect mandatory subjects of bargaining.