ARTICLE 2: GENERAL PROVISIONS

2.1 If any provisions of this Agreement are held to be contrary to law by court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

2.2 The District and CSEA agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that CSEA and the District will support this agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and CSEA.

2.3 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws, to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, such practices and procedures are the prerogative of the District to the extent permitted by State law.

2.4 During the term of this Agreement, neither CSEA nor the District is obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or CSEA at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn, except as follows:

2.4.1 For fiscal years 2011-2012 and 2012-2013, the District and CSEA agree to renegotiate the following: Article 5: Compensation; Article 6: Health and Welfare Benefits; and one article or topic enumerated in the scope of representation pursuant to Government Code Section 3543.2 selected by CSEA; and one article or topic enumerated in the scope of representation pursuant to Government Code Section 3543.2 selected by the District. Such negotiations shall commence between March 1 and April 30 (unless the parties mutually agree to alternate dates) for the ensuing fiscal years of this agreement. If neither CSEA nor the District initiates renegotiations in accordance with the above requirements, such articles along with all other articles of the bargaining agreement shall remain in full force and effect and are not subject to further modification for the subsequent fiscal year period of the agreement. If either CSEA or the District submits a renegotiation proposal within the above specified timelines, such proposal shall be presented at a public meeting of the Board of Trustees for fulfillment of the public notice requirement pursuant to the provisions of State Government Code Section 3547, and the other party shall present its renegotiation proposal for fulfillment of this requirement at a public meeting of the Board of Trustees within 45 calendar days thereafter, except in the event of extenuating circumstances or the unavailability of a Board of Trustees meeting within such timeframe. Negotiations shall commence under this section within 30 calendar days following the fulfillment of the public notice requirements as specified above.
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 times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing pattern; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency as defined in Article 2, Section 2.7. In addition, the District retains the right to hire, classify, assign and reassign, evaluate, promote, terminate, and discipline employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in 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.

The District retains its right to amend or suspend policies and practices referred to in this Agreement in cases of emergency for the duration of the emergency. An emergency is defined as an act of God, epidemic, natural disaster, physical calamity occurring within the District or community, or some other extraordinary occurrence. The District shall determine whether or not an emergency exists and the determination, except in the case of other extraordinary occurrence, is expressly excluded from provisions of Article 4, Grievance Procedure.

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 at a different time.

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above described rights of the District is not subject to the grievance provisions set forth in this Agreement.