

1 **ARTICLE 2: GENERAL PROVISIONS**

2 2.1 If any provisions of this Agreement are held to be contrary to law by court of
3 competent jurisdiction, such provisions will not be deemed valid and subsisting
4 except to the extent permitted by law, but all other provisions will continue in full
5 force and effect.

6 2.2 The District and CSEA agree that it is to their mutual benefit to encourage the
7 resolution of differences through the meet and negotiation process. Therefore, it
8 is agreed that CSEA and the District will support this agreement for its term and
9 will not appear before any public bodies to seek change or improvement in any
10 matter subject to the meet and negotiation process except by mutual agreement
11 of the District and CSEA.

12 2.3 It is understood and agreed that the specific provisions contained in this
13 Agreement shall prevail over District practices and procedures and over State
14 laws, to the extent permitted by State law, and that in the absence of specific
15 provisions in this Agreement, such practices and procedures are the prerogative
16 of the District to the extent permitted by State law.

17 2.4 During the term of this Agreement, neither CSEA nor the District is obligated to
18 meet and negotiate with respect to any subject or matter whether or not referred
19 to or covered in this Agreement, even though such subject or matter may not
20 have been within the knowledge or contemplation of either or both the District or
21 CSEA at the time they met and negotiated on and executed this Agreement, and
22 even though such subjects or matters were proposed and later withdrawn, except
23 as follows:

24 2.4.1 For fiscal years 2008-2009 and 2009-2010, the District and CSEA
25 agree to renegotiate the following: Article 5: Compensation; Article
26 6: Health and Welfare Benefits; and one article or topic enumerated
27 in the scope of representation pursuant to Government Code
28 Section 3543.2 selected by CSEA; and one article or topic
29 enumerated in the scope of representation pursuant to Government
30 Code Section 3543.2 selected by the District. Such negotiations
31 shall commence between March 1, 2008 and April 30, 2008 and
32 March 1, 2009 and April 30, 2009 respectively for the ensuing fiscal
33 years of this agreement. If neither CSEA nor the District initiates
34 renegotiations in accordance with the above requirements, such
35 articles along with all other articles of the bargaining agreement
36 shall remain in full force and effect and are not subject to further
37 modification for the subsequent fiscal year period of the agreement.
38 If either CSEA or the District submits a renegotiation proposal
39 within the above specified timelines, such proposal shall be
40 presented at a public meeting of the Board of Trustees for
41 fulfillment of the public notice requirement pursuant to the
42 provisions of State Government Code Section 3547, and the other
43 party shall present its renegotiation proposal for fulfillment of this
44 requirement at a public meeting of the Board of Trustees within 45
45 calendar days thereafter, except in the event of extenuating
circumstances or the unavailability of a Board of Trustees meeting

1 within such timeframe. Negotiations shall commence under this
2 section within 30 calendar days following the fulfillment of the public
3 notice requirements as specified above.

- 4 2.5 It is understood and agreed that the District retains all of its powers and authority
5 to direct, manage, and control to the full extent of the law. Included in but not
6 limited to those duties and powers are the exclusive right to: Determine its
7 organization; direct the work of its employees; determine the times and hours of
8 operation; determine the kinds and levels of services to be provided and the
9 methods and means of providing them; establish its educational policies, goals
10 and objectives; insure the rights and educational opportunities of students;
11 determine staffing pattern; determine the number and kinds of personnel
12 required; maintain the efficiency of District operations; determine the curriculum;
13 build, move, or modify facilities; establish budget procedures and determine
14 budgetary allocation; determine the methods of raising revenue; and take action
15 on any matter in the event of an emergency as defined in Article 2, Section 2.7.
16 In addition, the District retains the right to hire, classify, assign and reassign,
17 evaluate, promote, terminate, and discipline employees.
- 18 2.6 The exercise of the foregoing powers, rights, authority, duties and responsibilities
19 by the District, the adoption of policies, rules, regulations and practices in
20 furtherance thereof, and the use of judgment and discretion in connection
21 therewith, shall be limited only by the specific and express terms of this
22 Agreement, and then only to the extent such specific and express terms are in
23 conformance with law.
- 24 2.7 The District retains its right to amend or suspend policies and practices referred
25 to in this Agreement in cases of emergency for the duration of the emergency.
26 An emergency is defined as an act of God, epidemic, natural disaster, physical
27 calamity occurring within the District or community, or some other extraordinary
28 occurrence. The District shall determine whether or not an emergency exists and
29 the determination, except in the case of other extraordinary occurrence, is
30 expressly excluded from provisions of Article 4, Grievance Procedure.
- 31 2.8 The exercise of any right reserved to the District herein in a particular manner or
32 the non-exercise of any such right shall not be deemed a waiver of the District's
33 right or preclude the District from exercising the right in a different manner at a
34 different time.
- 35 2.9 Any dispute arising out of or in any way connected with either the existence of or
36 the exercise of any of the above described rights of the District is not subject to
37 the grievance provisions set forth in this Agreement.
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