

## TENTATIVE AGREEMENT

### ECRA/UTLA

November 3, 2015

#### ARTICLE III - ECRA RIGHTS

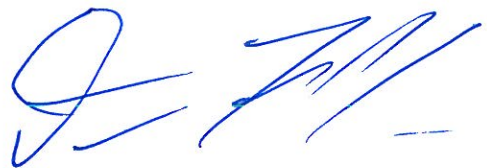
- 3.1 **General:** The intention of this Article is to provide that ECRA retains all rights and powers which have not been limited by the other Articles of this Agreement. The provisions of this Article are not intended to expand the rights of ECRA beyond statutory and constitutional limits, or in any manner to waive or diminish the rights of UTLA or the employees as provided in the other Articles of this Agreement. In the event that there is a conflict between the retained rights of ECRA under this Article and the rights of UTLA or employees as set forth elsewhere in this Agreement, the provisions of the other Articles of this Agreement shall prevail.
- 3.2 **Consultation Rights:** Certain of the rights of ECRA set forth in this Article are subject to the consultation rights of UTLA under Section 3543.2 of the Government Code. This Article is not intended to limit such consultation rights.
- 3.3 **Retained Rights:** It is agreed that all matters which are beyond the scope of negotiations under Government Code Section 3543.2, and also all rights which are not limited by the terms of this Agreement, are retained by ECRA. Such retained rights include, but are not limited to, the right to determine, establish, change or discontinue, in whole or in part, temporarily or permanently, any of the following matters, subject only to the limitations set forth in the other Articles of this Agreement:
- a. The legal, operational, geographical, and organizational structure of ECRA, including the division of authority, organizational divisions and sub-divisions, and external and internal boundaries of ECRA;
  - b. The sources and amounts of financial support, including compliance with any requirements imposed by law or by funding sources;
  - c. All budgetary matters and procedures, and all budgetary allocations, reserves, and expenditures apart from those expenditures and budget items that are expressly required by the terms of this Agreement;
  - d. The number and location of any ECRA-owned or controlled properties, buildings, facilities, equipment, and other improvements; the utilization of same, and the functions and services to be performed at each of same;
  - e. The classes to be taught and the other duties and services to be rendered by ECRA personnel to students and to the public, and the support services to be provided to employees and other ECRA personnel; and the methods, personnel, and materials to be utilized in such services;

- f. Subject to the consultation rights of UTLA under Government Code Section 3543.2, determine the educational policies, objectives, standards, and programs, including but not limited to those relating to curriculum, textbook selection, educational equipment and supplies, admissions, attendance, student assignments, grade level advancement, student guidance, student testing, student integration, student conduct and discipline, food services, student transportation, and the type of extracurricular and co-curricular activities;
- g. Subject to limitations in other Articles of this Agreement, to select, hire, grant contracts of employment, classify, assign, promote, demote, discipline, suspend, place on involuntary leave, terminate, and retire any personnel of ECRA;
- h. Subject to State credentialing requirements, assign personnel to any location and also to any facilities, classrooms, duties, academic subject matters, grade levels, and departments;
- i. Subject to the Article herein regarding Class Size, determine the number of employees, and whether and where there is a vacant position;
- j. Subject to the Article herein regarding Hours, determine the dates, times and hours of operation of any ECRA facility, function, or activity; and
- k. Subject to the Article herein regarding Safety, determine safety and security measures and rules for students, employees, the public, properties, facilities, and equipment.

3.4 **Effect on Grievance Procedure:** The contractual rights of UTLA and the employees are set forth in the other Articles of this Agreement, and this Article is not a source of such rights. Accordingly, no grievances may be filed under this Article, except under Section 3.2, above.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

*HB*  
  
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 UTLA Representative

  
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 ECRA Representative

Date: 11/3/15

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