

CONTRACT LANGUAGE LISTING THE RIGHTS RESERVED TO THE DISTRICT

The best way for a district to avoid an unfair labor practice charge over a policy change is to explicitly reserve the right to make policy in that area by means of a carefully worded "management rights" clause. The clause must both state that the district management has sole discretion to make policy in the area, and specifically describe the area of policy reserved. Where the contract specifically states management's right to take a particular action, the action will not be considered an unfair labor practice.

Following is a sample management rights clause with explicit reservations of rights. Not all of the clauses suggested may be appropriate in all districts, and legal advice should always be sought before making a contract proposal.

Except as otherwise specified by the provisions of this Agreement, the Board retains the exclusive right and power to manage the District, to direct its employees and to delegate, to the extent allowed by law, said right and power to management personnel, including the customary and usual rights, powers, and functions, and authority of management vested in the District by law. Such rights shall continue to vest in the District and be exercised thereby without prior negotiation with any bargaining representative. These rights shall include by way of illustration and not by way of limitation, the right:

1. To manage and administer the school system, its properties and facilities and to direct its administrators, teachers, and other employees in the execution of their duties;
2. To make such operating changes as deemed advisable for the efficient, effective operation of the District;
3. To determine the size, composition, and direction of its working staff;
4. To control the use of all facilities and equipment;
5. To direct the work force and schedule working hours;
6. To hire, classify, evaluate, promote, retain, transfer, assign and reassign employees in positions and work functions and establish, modify or change work schedules or standards;
7. To suspend, non-renew, discharge, demote, or take disciplinary action against employees;
8. To deal with all phases of school location, use, design, feasibility, need, cost, control, and determination;
9. To prepare, allocate, and prioritize the District budget;
10. To develop and adopt curriculum and educational programs;
11. To determine standards of behavior, discipline, and order of students in the schools, and procedures for enforcement of such rules;
12. To determine the means and personnel for conducting school district operations and functions efficiently therein;
13. To utilize technology; and
14. To release employees for lack of work.

This sample management rights clause is a composite of clauses contained in the Collective Bargaining Agreement between Arlington Education Association and Arlington School District (1995-1998), pp. 6-7; the Collective Bargaining Agreement between Bethel School District and Bethel Education Association (1998-1999), pp. 1-2; the Granite Falls School District Collective Bargaining Agreement (1997-2000), pp. 4-5; and the Collective Bargaining Agreement between Cheney Education Association and Cheney School District (1998-2001), pp. 4-5. Minor editorial changes have been made for the sake of clarity. Inclusion of these clauses in this sample is not intended as an indication that these clauses will be fully effective when interpreted in conjunction with other provisions in the respective agreements.