

**Tentative Agreement**  
by and between the  
Glendale College Guild, Local 2276  
and the  
Glendale Community College District

The Glendale College Guild, Local 2276 (Guild) and the Glendale Community College District (District), hereby agree to the following Tentative Agreement:

**ARTICLE II**  
**DISTRICT RIGHTS**

**Section 1. General**

In accordance with Education Code Section 3543.2, This Article is intended to insure that the District retains all rights and authority powers, which it has not negotiated agreed to limit in the other Articles of this Agreement. This Article ~~II shall is not be~~ intended to, nor shall it be construed as waiving the rights of individual bargaining unit members under the Education Code or other statutes, or waiving or otherwise diminishing the rights of the Guild or of bargaining unit members as provided in other Articles of this Agreement. If there is a direct conflict between the District's rights as stated in this Article II and the rights of bargaining unit members or of the Guild as set forth in some other Article(s) of this Agreement, the language of the latter shall prevail. Also, it is recognized ~~Additionally, the Guild and District recognize~~ that many of the following subject matters fall contained within the scope of consultation under in Article III, Section 13; this Article is not intended to limit such consultation rights, shall not be limited by this Article. but rather to indicate that ~~However~~, the final decision in such consultation matters resides lies with the District.

**Section 2. Enumerated District Rights**

All matters not included within the scope of representation negotiations in Government Code 3543.2, and also all matters and rights not limited by the terms of the other Articles of this Agreement, are shall be reserved to the District. It is The District and Guild agreed that such reserved rights include, but are not limited to, the exclusive right and authority power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:

- A. The legal, operational, geographical, and organizational structure of the District, including the chain of supervision command, division of authority, organizational divisions and subdivisions, boundaries, and advisory commissions and committees;
- B. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods,

fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures;

- C. The acquisition, disposition, number, location types and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, service and activity functions assigned to such properties;
- D. The methods, quality, quantity, frequency and standards of service, and the personnel, vendors, supplies, and materials to be used in connection with services to the public; the lawful subcontracting of services to be rendered and functions to be performed for the public, including but not limited to support, construction, maintenance and repair services;
- E. The selection, assignment and utilization of personnel not covered by this Agreement, including but not limited to substitutes and management, to do work which is normally done by persons covered hereby;
- F. The educational policies, procedures, objectives, goals and programs, including but not limited to those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, student transfers, advancement, guidance, grading, testing, records, health and safety, conduct, discipline, transportation, food services, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, faculty, other personnel and the public with respect to such matters;
- G. The selection, assignment, classification, direction, promotion, demotion, discipline, termination, layoff and retirement of all personnel of the District subject to Education Code limitations; ~~affirmative action~~ and equal employment policies and programs; the assignment of employees to any location, and also to any facilities, classrooms, functions, activities, academic subject matters, classes, and departments; and staffing patterns, including but not limited to the determination as to whether, when and where there is a job opening;
- H. The job descriptions ~~classifications~~ and the content and qualifications thereof;
- I. The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards, subject only to the provisions of Article IX - Evaluation Procedures;
- J. The dates, times and hours of operation of District facilities, functions, and activities, subject to the provisions of Article VI - Hours;
- K. Safety and security measures for students, personnel, and the public, including the various rules and duties for all employees with respect to such matters;
- L. The rules, regulations and policies for all personnel, students and the public; and
- M. The administration of all employee health and benefit plans, **subject to the provisions of Article XI, Health and Welfare Benefits.**

### **Section 3. Non-Enumerated District Rights**

All other rights of the District not expressly limited by the provisions of this Agreement ~~are~~ **shall** also **be** reserved to the District even though not enumerated in **Article II**, Section 2 ~~of this article~~, and the provisions of the other Articles of this Agreement constitute the ~~only~~ contractual limitations upon the District. 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.

#### **Section 4. Exceptions**

It is **The District and Guild** agreed that ~~the~~ contractual rights of the Guild and of the employees **individual bargaining unit members** are set forth in other Articles of this Agreement and that ~~this Article II is~~ **shall** not be a source of such rights. Accordingly, any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth herein above or any other rights of the District not expressly limited by the terms of this Agreement, or arising out of or in any way connected with the effects of the exercise of any of such rights, is **shall** not subject to the grievance and arbitration provisions of Article IV. However, nothing herein shall preclude the filing of a grievance under other Articles which are subject to the grievance procedure.

DATE: May 17, 2021



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Caroline DePiro, Chief Negotiator  
Glendale College Guild



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Victoria Simmons, Chief Negotiator  
Glendale Community College District