ARTICLE THIRTY-ONE
MANAGEMENT RIGHTS AND RESPONSIBILITIES OF THE SCHOOL DISTRICT

A. It is understood and agreed that the district possesses the right and responsibility to operate and manage all schools, departments and programs and to direct the work forces. The rights, powers, authority, and discretion necessary for the district to carry out these rights and responsibilities shall be limited only by the express terms of this Agreement and shall be exercised in a manner consistent with this Agreement and Florida Statutes. In matters not covered by this Agreement, the district shall have the right to make administrative decisions.

B. Consistent with this Agreement, the Management Rights shall include, but not be limited to, the following:

1. Determine the purpose and mission of the Broward County school system, and the department and agencies under its jurisdiction.

2. Set standards of service to be offered to the public.

3. Establish employee job descriptions.

4. Direct its employees and establish standards of performance and conduct, including the right to make reasonable rules and regulations for the purpose of efficiency, safe practices and discipline.

5. Introduce new, improved or different methods and techniques of operation or work procedure.

6. Relieve employees from duty because of lack of work, lack of funds, or for other legitimate reasons.

7. Take disciplinary action for just cause.

8. Hire, promote, transfer or assign employees.

C. The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements, oral and written, expressed or implied, between the district and the BTU, and expresses all obligations and restrictions imposed upon each of the respective parties during its term.