

**ARTICLE FOUR
MANAGEMENT RIGHTS**

- 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 clear right to make administrative decisions.

- B. Consistent with this Agreement, these 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 departments and agencies under its jurisdiction.
 2. Set standards of service to be offered to the public.
 3. Exercise control and discretion over its organization and 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. Take disciplinary action for just cause.
 6. Relieve employees from duty because of lack of work, lack of funds, or for other legitimate reasons.
 7. Hire, promote, transfer or assign employees.
 8. Schedule overtime work.
 9. Contract out (subcontract) for services.
 10. Introduce new, improved or different methods and techniques of operation or work procedure.

C. **NON DISCRIMINATION**

1. Each employee in the bargaining unit has the right, freely and without fear of penalty or reprisal, to join the BTU-TSP or to refrain from any such activity. Any employee who exercises his/her rights under this Agreement shall not be subjected to discipline, reprimand, warning or reprisal because of such participation.
2. Membership, non-membership, or legitimate activity under applicable labor laws or provisions of this Agreement will not jeopardize an employee's good standing with the Board or opportunity for advancement.
3. The Board and the BTU-TSP agree that they will not discriminate against any employee because of gender, race, color, religion, disability, age, national origin, sexual orientation or marital status.
4. The rights granted to the BTU-TSP in this Agreement shall be granted to the BTU-TSP exclusively as the sole and exclusive bargaining agent and shall not be granted to any employee organization seeking to represent employees in the bargaining unit.
5. Except for extenuating circumstances, as determined by the administration, no action shall be taken against an employee on the basis of an unverified complaint by a parent, student or other individual(s) or entity(ies) unless the matter is first reported to the employee, and the employee had opportunity to discuss the matter with the administrator, director or supervisor.

D. **Americans with Disabilities Act:** The Board shall comply with the Americans with Disabilities Act (ADA) of 1990, as amended.

E. Administrative Procedures have been established by the State of Florida and the United States for the handling and processing of claims of unlawful employment discrimination based on gender, race, color, religion, disability, age, national origin, sexual orientation, marital status or linguistic preference. The BTU-TSP and The Board encourage bargaining unit members who believe that they have been victims of employment discrimination based on gender, race, color, religion, disability, age, national origin, sexual orientation or marital status to file such claims with the School Board of Broward County Equal Educational Opportunities/ADA Compliance Department, the United States Equal Employment Opportunity Commission, the Florida Commission on Human Rights, or the applicable Florida or Federal court. Claims of employment discrimination based on race, color, religion, gender,

national origin or disability shall not be subject to the grievance procedure.