

## **ARTICLE V -- EMPLOYER RIGHTS**

### **Section 1. Exclusive Management Authority**

The provisions of this Contract are not to be interpreted in any way or manner to change, amend, modify, or in any other way, to delimit the exclusive authority of the Board and the Superintendent for the management of the total school system and any part of the school system. It is expressly understood and agreed that all rights and responsibilities of the Board and Superintendent, as established now and through subsequent amendment or revision by constitutional provision, state and federal statutes, State Board and Board Rules, shall continue to be exercised exclusively by the Board and Superintendent without prior notice or negotiations with the Union, except as specifically and explicitly provided for by the stated terms of this Contract. Such rights thus reserved exclusively to the Board and the Superintendent, by way of illustration and not by way of limitation, include the following: (1) selection and promotion; (2) separation, suspension, dismissal, and termination of employees for just cause; and, (3) the designation of the organizational structure of and the lines of administrative authority of M-DCPS.

It is understood and agreed that management possesses the sole right, duty, and responsibility for operation of the schools, and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of the Contract.

### **Section 2. Closing of Schools**

In the event of the closing of a school(s) or other facilities of school operations by the Superintendent or the Board because of an emergency, when they determine that an emergency exists, the Superintendent shall have the authority to designate which day(s) will be used as replacement workday(s) for workday(s) lost due to the emergency. There will be no additional compensation for the replacement day(s) worked.

### **Section 3. Contracting Out**

M-DCPS will attempt to utilize its regular employees to perform work that is ordinarily and customarily performed by bargaining unit members; however, M-DCPS reserves the right to contract out for any work it deems necessary or desirable, subject to impact negotiations.