

ARTICLE 2 - EFFECT OF AGREEMENT

Section 1. The District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, except as specifically provided in Article 23 - Duration and Termination.

Section 2. Should any part of this Agreement or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect. The parties shall immediately meet to negotiate the effects of the invalidation and the means of compliance with the new law or decision. Reduction or elimination of employee benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall not affect the provisions as set forth herein for the life of the Agreement.

Section 3. Any individual contract between the District and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. In the event of any conflict between this Agreement, Board of Education Policy or Regulations, or individual Site Council recommendations, the Article and Appendices of this Agreement shall prevail.

Section 4. This Agreement may be amended at any time by mutual written agreement between the District and the Association, and no employee shall have a vested right to retain any portion of this Agreement, and any such amendment shall prevail over any asserted prior vested right of any employee.