

**ARTICLE XIX.- Year-Round Schools**

In historical folder

**ARTICLE XX.- SEVERABILITY**

If any provision of this Agreement or any application thereof to any employee is held by a court of final jurisdiction to be contrary to law, then such provision or application shall be deemed invalid only to the extent required by such court decision. All other provisions or applications shall continue in full force and effect. Consultation and/or negotiations may be initiated at the request of either party to attempt to resolve the effects of the severability. Except as otherwise provided within this Agreement, nothing contained in this Article shall cause or be implied to cause a reopening of negotiations on any matter contained within this Agreement other than that portion deemed invalid as described in this Article.

**ARTICLE XXI - COMPLETION OF AGREEMENT AND REOPENER**

- A. Except as otherwise provided in this Agreement, during the term of this Agreement, the Federation and the District expressly waive and relinquish the right and obligation to meet and negotiate on any matter except by mutual written agreement.
- B. The term of the collective bargaining agreement shall be three (3) years covering the school years 2008-09, 2009-10, and 2010-11. For the 2009-10 school year, the parties shall reopen for negotiations on salary, health benefits and two (2) articles each. For the 2010-11 school year, the parties shall reopen negotiations on salary, health benefits and one (1) article each.

**ARTICLE XXII - EMERGENCY PROVISIONS**

In the event of emergency, the District shall have the right to suspend that portion(s) of this Agreement related to the emergency and its effects for the period of time necessary to correct the effects of the emergency. The District and the Federation shall meet to determine the effects of the emergency. An emergency shall exist when determined by the Board, and such determination shall not be subject to the grievance procedure. Nothing contained herein shall preclude the right of the Federation to seek judicial relief on a claim that the declaration of an emergency by the Board was arbitrary, capricious or unreasonable.