

## Article 2 EFFECT OF AGREEMENT

- 2.1 This *Agreement* expresses the entire understanding between the Board and FA and supersedes all previous agreements between them, whether written or oral. It also supersedes any rules, regulations, policies or practices of the Board that are contrary to or inconsistent with its terms.
- 2.2 The Board and FA agree to communicate in a timely manner to their constituencies the provisions of this *Agreement* and any changes in it that may be negotiated.
- 2.3 If any provision of this *Agreement* is held invalid, such invalidity shall not affect other provisions of the *Agreement* as long as they can be effective without the invalid provision. To this end, the provisions of this *Agreement* are severable.
- 2.4 It is understood and agreed that the Board retains all of the rights, powers and authority vested in it by law to direct, control and govern the District. The exercise of the Board's rights, powers and authority, and the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only by applicable provisions of law or by the terms of this *Agreement*.
- 2.5 The adoption, modification or repeal of any written rule, regulation or policy of the Board that is not governed by the terms of this *Agreement* shall remain subject to negotiation to the extent the rule, regulation, or policy relates to wages, hours or other terms and conditions of employment as defined by Government Code Section 3543.2. If the Board contemplates any such change, the parties agree to reopen negotiations for the limited purpose of reaching an agreement regarding the proposed adoption, modification, or repeal.
- 2.6 This *Agreement* shall not modify or replace the rights of faculty employees except as the specific and express terms of this *Agreement* require, and then only to the extent permitted by law.
- 2.7 The Board acknowledges that, with respect to the bargaining unit covered by this *Agreement*, the Board shall meet and negotiate on matters within the scope of representation only with FA, as long as FA remains the exclusive representative of the bargaining unit.

As long as FA remains the exclusive representative of the bargaining unit, FA shall meet and negotiate on matters within the scope of representation only with the Board's designated representatives.