

## ARTICLE 16

### COMPLETION OF MEET AND NEGOTIATION

- 16.1 During the term of this Agreement, except as to negotiations concerning an agreement as expressly provided below in this Article, the CUTA and the District expressly waive and relinquish the right to meet and negotiate and agree that neither the District nor the CUTA shall be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each such subject or matter may not have been within the knowledge or contemplation of either or both the District or the CUTA at the time of negotiations and execution of this Agreement, and even though such subject or matter was proposed and later withdrawn, provided, however that in the event a court of competent jurisdiction considering this Agreement expressly holds any provision of this Agreement to be contrary to law, the CUTA and the District shall each have the right to meet and negotiate solely for the limited purpose of negotiating a new or alternate provision to replace the provision so declared contrary to law.

The matters on which negotiations shall be permitted during the term of this Agreement are expressly limited to the following:

- 16.1.1 Wages covering the second and third years of this Contract, being the periods between September 1, 1978 to August 31, 1979 and September 1, 1979 to August 31, 1980.
- 16.1.2 Class Size, K through 12 only, for the third year of the contract being the period between September 1, 1979 to August 31, 1980.
- 16.1.3 The parties, if they mutually agree to do so, may attempt further negotiations on any portion of the contract at any time during the contract term.
- 16.2 No leave may be used in connection with CUTA activities which are not provided for in this Agreement, such as work stoppages or the like.
- 16.3 As a condition to the First Amendment to this Agreement between Chico Unified School District and Chico Unified Teachers Association, CUTA agrees to close negotiations applicable to the year 1978-79, except as specified in paragraph 16.1.3 of Article 16, provided, however, that if the courts or the legislature hereafter provides for increases in certificated school employees' salaries for the 1978-79 year without restrictions or funding penalties connected with such salary increase, and provides the necessary additional funds for said salary increases, Article 8, Wages, will then be open for the year 1978-79. In computing the amount of additional funds provided for said salary increases,

the amounts required to fund the items granted in Paragraph 2 of the First Amendment, specifically additional Health and Welfare Benefits as stated, shall be deducted from such additional funds. This shall not preclude negotiations for the year 1979-80 taking place in fiscal year 1978-79 as provided in Article 15.