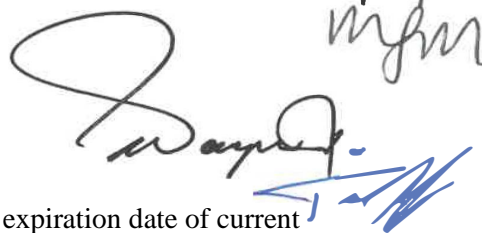


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**ARTICLE IV**  
***Negotiations Procedure***

- A. Negotiations shall begin no later than sixty (60) days prior to expiration date of current Agreement unless both parties agree to an alternate date. Meetings shall be scheduled at reasonable times and a place mutually agreed to by both parties.
- B. Both parties to negotiations recognize the Board as the duly elected representative of the people. The Association agrees to negotiate only with the Board, through the chief executive officer or their designee. The Association agrees that neither it, nor its members or agents, will attempt to represent in any negotiations or grievances, the interests of anyone other than the members of any P.E.R.C. certified bargaining units.
- C. During the course of any negotiations described in this Article, the parties mutually pledge that such negotiations shall be conducted in good faith. If either party determines that the differences of position are so serious that further negotiations seem impossible of producing a satisfactory agreement, then either party may invoke the impasse process that is provided in Florida Statutes. Any cost involved shall be shared equally by the Board and the Association. Each party will be responsible for its own individual cost including transcripts, secretarial service, witnesses, etc. The cost of the mediator or fact finder shall be shared equally by the Board and the Association.
- D. Upon mutual agreement, the parties may amend this agreement through the negotiating process. Should such a meeting result in a mutually acceptable amendment to this Agreement, then the amendment shall be subject to ratification by the members of the bargaining unit and the Board. If there is no mutually acceptable amendment, the Agreement would continue as previously ratified.
- E. Each party to negotiations shall select its negotiation representatives and empower them with the authority to negotiate and come to tentative agreement for the purpose of an agreement to be submitted to the members of the bargaining unit for majority ratification and to the Board for official approval. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the members of the bargaining unit **who voted**ing.
- F. The finalized, official Agreement shall be posted on the district website after being reviewed by both parties.
- G. The Association and district agree to establish standing and working committees. The committees are listed in the appendix. The Association President will appoint the Association members and the district Chief Negotiator will appoint the district members unless membership is designated under other articles within the negotiated agreement. All active working committees shall present their recommendations to the bargaining teams at least two times a year. Inactive working committees can be resumed at any time by either party.
- H. In preparation of this document for final form and reproduction, it is agreed that without any change of content, the format and article numbers may be changed for proper continuity. Appropriate headings and indexing will be included.

- I. This Agreement constitutes the sole and entire existing Agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions or employment which shall prevail during the term of this Agreement. The Board shall deal with all matters not expressly covered by this Agreement through the exercise of its management rights, provided upon mutual agreement, the parties may amend this Agreement through the negotiating process. Should such a meeting result in a mutually acceptable amendment to this Agreement, then the amendment shall be subject to ratification by the members of the bargaining unit and the Board. If there is no mutually acceptable amendment, the Agreement would continue as previously ratified.
- J. Negotiating sessions will be scheduled after employee duty hours in order not to conflict with employee's assigned duties. In extraordinary circumstances, by mutual agreement of the Chief Negotiators of both parties, negotiations may be conducted during employee work hours. When negotiations are mutually scheduled during regular work hours, official leave with pay shall be granted for the Association negotiating team.

