

DISTRICT PROPOSAL #5
Article II Negotiations
March 31, 2026

ARTICLE II

NEGOTIATIONS PROCEDURES

- A. The parties agreed to implement a Collective Bargaining Process in accordance with Chapter 447, Florida Statutes and any appropriate rules and procedures. Salary and fringe benefits shall be automatically reopened each year. Either party is entitled to reopen the contract each year for the purpose of negotiating up to three (3) additional articles.
 - 1. Formal ratification votes on tentative agreement(s) by the parties shall be held as needed.
 - 2. Interim decisions to implement agreements before formal ratification shall be confirmed in writing in the form of a Memorandum of Understanding.
- B. If negotiations reach impasse, the procedures as set forth in the Florida Statutes and/or the rules of the Public Employees Relations Commission shall be followed. At the request of either party, a mediator shall be appointed.
- C. Neither party shall have any control over the selection of the bargaining representatives of the other party, and the parties mutually pledge that their representatives will be empowered to reach tentative agreement on items being negotiated. Should either party utilize the services of outside consultants to assist in negotiations, the party using the consultants shall pay for any cost incurred for such services.
- D. This Contract may not be modified in whole or in part except by mutual written agreement.
- E. If any provision or application of this Contract is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The parties shall either immediately meet to reopen negotiations on that provision or application or mutually agree to deal with the matter in subsequent negotiations.
- F. The agreements in this Contract shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with the terms recorded herein.
- G. There shall be two official signed copies of the final ratified Contract, one to be retained by each of the parties. The Board agrees to print one thousand five hundred (1,500) copies of the current Contract for distribution to new hires. A link will be provided to all employees

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during pre-planning each school year. The Association will be provided 500 copies of the full contract each year.

- H. If bargaining is mutually scheduled during the teacher duty day, up to eleven members of the Association’s bargaining team shall be granted release time for travel, caucusing, and attendance at bargaining sessions. The parties shall mutually agree on parameters to release from duty Association team members following bargaining sessions which extend late.
- I. Equal numbers of CTA members and District personnel shall be part of collective bargaining meetings. Either party may bring consultants and/or subject matter experts outside of each respective bargaining committee to a bargaining session.
- J. Tentative agreements shall be reduced to writing and submitted for ratification, within an agreed upon time, to the employees and to the Board. Failure to ratify tentative agreements shall make such tentative agreements null and void.
 - 1. The parties may agree to submit packages of tentative agreements for ratification to the employees and the Board at any time.
 - 2. If impasse is declared, the parties shall meet to review any pending tentative agreements unrelated to the impasse and to consider their submission for ratification as outlined in Section 1. above, prior to a special master hearing and prior to a public hearing.
- K. During the term of this Contract the Association and the Board recognize that events may arise which require a mutual interpretation or modification of this Contract that does not constitute a substantive change in employees’ salaries or benefits. Under these circumstances, the parties are authorized to enter into a settlement agreement or memorandum of understanding expressing these interpretations or modifications of this agreement. If such are entered into during the term of this Contract, they will remain in effect until expiration of the Contract, until superseded by the Contract, or until mutually withdrawn or agreed by the parties.
- L. Joint Committees
 - 1.) The parties agree to continue a joint Fringe Benefits Committee to discuss current insurance coverages, review alternatives to the current coverages, and recommend improvements in the current coverages relative to

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benefits and cost. Discussions shall include co-payments, co-insurance, deductibles, out-of-pocket maximums, ~~annual employee premium increases over 10%~~ and all items outlined in Appendix C.

In addition, the Committee will review and recommend changes in third party administrators and PPO providers, participate in the development of specifications for insurance benefit programs and other contracts prior to their being released for bid, and review bids prior to the time of awarding contracts.

- a.) If any products after being offered for three consecutive years (including the introductory year) has less than 5% participation of benefited employees, the product will be discontinued subject to the approval of the Fringe Benefits Committee. Employees enrolled in any discontinued product will be assisted in making a transition during a six month notification period (in the third year). Exceptions are as follows:
 - i. If a product has less than 5% participation, but saves both the district and the employee money, it will be continued (i.e. Flexible Spending Account (FSA)).
 - ii. Products that can be purchased at a lower cost through group rates and are not readily available to individuals.
- b.) If a product is available in the market place on an individual basis at a comparable cost and benefit structure, it will not be offered by the District.
- c.) The joint Fringe Benefits Committee shall be comprised of equal representatives from the Association, the Board, and each of the other recognized bargaining agents within the District.
- d.) The joint Fringe Benefits Committee may submit proposed changes in the insurance package to the Superintendent for analysis of both program input and cost, for future use in bargaining. The joint Fringe Benefits Committee shall have no power or authority to agree to any changes in insurance that would require negotiations.

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- e.) Any changes to the insurance program which are not subject to bargaining but must be approved by the Board, shall require at least a 30-day prior notice to the Committee.

- 2.) The parties agree to continue the Joint Safety Committee to review current safety rules and practices at the various work-sites, to provide a vehicle for the handling of complaints, and to determine additional ways for enhancing safety conditions. This committee shall meet as needed by mutual agreement of the parties.

- 3.) The parties agree to continue the Sick Leave Bank Committee as outlined in Appendix D.

- 4.) Participation in a Joint Committee meeting does not waive any bargaining rights for either party.

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