

ARTICLE XVIII: TERMINATION AND NEGOTIATIONS PROCEDURES

- Section 1.** The parties agree that their duly designated representatives shall negotiate in good faith with respect to terms and conditions of employment.
- Section 2.** Both parties agree that it is their mutual responsibility to meet at reasonable times and negotiate in good faith with respect to salaries, fringe benefits, conditions of employment, grievance procedures, and other matters of mutual concern.
- Section 3.** Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Board and the Association for ratification.
- Section 4.** Each party to negotiations shall select its negotiating representatives provided that the Board shall not select a member of the Association bargaining unit.
- Section 5.** Negotiations shall begin no later than May 1 of each year unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.
- Section 6.** Each negotiations committee shall designate a member who shall serve as exclusive spokesperson for the respective committee except as they may call on other committee members or advisors for specific comment. No members of other Unit #10 bargaining groups shall be present unless mutually agreed upon.
- Section 7.** The public shall not be invited to the negotiations sessions.
- Section 8.** Unless otherwise agreed, each committee shall be wholly and completely free to communicate any and all aspects of the negotiations process to both their respective groups and to the public. All press items shall be released through official channels to be designated each year at the start of negotiations.
- Section 9.** The Superintendent and the central administrative staff shall serve as resource consultants and shall furnish copies of the tentative budget, monthly expenditures, and copies of the proposed amendments and additions to the administrative and Board Policies affecting employees, and such other readily available and pertinent information as the Association may request. Requests to the Superintendent shall be made to the Board and the Superintendent and requests to the Association shall be made to the President.
- Section 10.** Each party will keep its own records of negotiation meetings. Both parties shall be allowed to utilize a tape recorder.
- Section 11.** During negotiations, agreed upon items shall be reduced to writing and signed prior to the adjournment of the meeting at which agreement was reached.

Article XVIII: Termination and Negotiations Procedure (cont'd.)

- Section 12.** An impasse date will be determined by both parties at the start of negotiations each year. Either party may declare to the other in writing that an impasse exists, and the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet at soon as possible with the parties or their representatives or both, either jointly or separately, and shall take such steps as the mediator deems appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement.
- Section 13.** The costs for the mediator shall be equally shared by the Board and the Association.
- Section 14.** This Agreement shall be subject to change or supplement at any time by mutual consent of the parties. Any such change or supplemental agreement shall be reduced to writing, signed by the parties and submitted to the Board and Association for approval.
- Section 15.** The Board shall not issue individual teacher contracts or employment agreements before a negotiated agreement has been reached between the Board and the Association. The Board may issue individual contracts to newly employed teachers.
- Section 16.** When the Association and Board reach tentative agreement on all matters being negotiated, the agreed upon items shall be submitted to the membership of the Association for ratification and to the Board for official approval.