

**ARTICLE 3: GENERAL PROVISIONS**

3.1 – Controlling Clause

This Agreement shall supersede prior agreements between the parties. Upon ratification, this Agreement shall become an official policy of the Association and the Board. Any conflict between the provisions of this Agreement and any College policies shall be resolved in favor of the terms and conditions of this Agreement. Any conflict between the provisions of this Agreement and any federal or state law, including the Florida Administrative Code, shall be resolved as stated in Article 3.4, *Severability*.

3.2 – Masculine/Feminine and Singular/Plural Pronouns

The use of masculine pronouns may be understood to mean feminine pronouns and the use of singular pronouns may be understood to mean plural pronouns in this Agreement.

3.3 – Non-Assignment

The rights, duties, and obligations of the College and Union included in this Agreement shall not be assigned or transferred without prior consent of the other party.

3.4 – Severability

If any provision of this Agreement or any application of this Agreement to the parties, is held to be contrary to law, controlling court action, or State Board of Education Rules, then such provision or application shall not be deemed valid, except to the extent permitted by law or regulations. All other provisions or applications shall continue in full force and effect until termination of this Agreement.

3.5 – Totality of Entire Agreement

The parties agree that during the negotiations which resulted in the Agreement, both parties had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement and that it shall constitute the entire and sole Agreement between the parties for its duration. This Agreement may not be altered, changed or modified except by or with the written consent of the parties and approved by appropriate action by Union and the College.

3.6 – Waiver

Failure of either party to require performance by the other party of any provision herein shall in no way affect the requirements of the parties to perform at any time thereafter, nor shall the waiver of an alleged breach of a provision, herein be taken or held to be a waiver of said provision thereafter.

41 Therefore, the College and the Union, during the term of this Agreement, voluntarily and  
42 unqualifiedly waive the right, and agree that the other shall not be obligated to bargain  
43 collectively with respect to any subject or matter, whether or not referred to or covered by this  
44 Agreement, even though such subject or matter may not have been within the knowledge or  
45 contemplation of the parties at the time they negotiated or signed this Agreement.

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47 3.7 – Voluntary Communications

48 Voluntary communications between the parties shall not be considered collective bargaining as  
49 waived in this article.

Tentative Agreement			
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Michael Moats	Date	Michael Grogan	Date
United Faculty of Florida		Seminole State College	