

**San Diego Education Association
Proposal To The
Gompers Preparatory Academy**

ARTICLE 16: ASSIGNABILITY

**SDEA Counter Passed September 12, 2019
GPA Counter Passed April 25, 2019
SDEA Proposal Passed April 8, 2019**

16.1 Agreement Assignability

This Agreement is assignable. ~~Except as set forth in this Article, GPA agrees that shall not approve any merger, affiliation, change of affiliation, change of employer, or transfer of charter school employees shall occur without a guarantee and written assignment of this Agreement to agreement from any new, subsequent, or successor employer of unit members. that all provisions of the SDEA/GPA Agreement shall remain in full force and effect as a precondition of any such change, merger, or transfer, and that any new, subsequent, or successor employer shall be bound in every respect to the provisions of the SDEA/GPA Agreement.~~

16.1.1 This Article does not apply where GPA has been closed as a result of a its charter being revoked or not renewed.

16.2 Reasonable Involvement

~~SDEA shall have the right to reasonable involvement to meet and confer over other terms and conditions of the assignment of this Agreement prior to implementation.~~ shall be developed with reasonable involvement of SDEA. Reasonable involvement shall be defined as providing for a meaningful exchange of proposals and counterproposals in writing. GPA shall only take final action regarding other terms and conditions of the assignment of this Agreement after such involvement.

16.3 Dispute Resolution

Should a dispute arise regarding this Article, the parties agree that no later than ninety (90) days following the filing of a grievance, the parties shall submit the dispute to expedited arbitration under the expedited rules of the American Arbitration Association. Pending final resolution of such an expedited arbitration, status quo regarding the terms and conditions of employment under the SDEA/GPA Agreement shall be maintained.