

4/25/19

4:24 pm

The following proposal by GPA is made without prejudice and GPA reserves the right to add, modify, or delete any or all proposals, and/or open articles of the contract during the negotiation process with the employee organization.

ARTICLE 16: ASSIGNABILITY

GPA Proposal 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 GPA shall not approve any ~~no merger, affiliation, change of affiliation,~~ change of employer, or transfer of charter school employees ~~shall occur~~ without ~~a guarantee and written agreement from~~ written assignment of this Agreement to 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.~~

16.2 This Article does not apply where GPA's charter has been revoked or has not been renewed.

16.2 Reasonable Involvement

~~Other terms and conditions of the assignment of this Agreement 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.