Ground Rules Between San Diego Unified School District and San Diego Education Association Successor Bargaining 2017

1. Scheduling of Negotiations Sessions

Negotiations shall take place at mutually agreed upon dates, times, and places. The party hosting the session is responsible for providing private facilities for meeting and caucuses.

Release notice will be provided by Labor Relations to department management. SDEA will identify at least 2 working days in advance any pre- or post-caucus release time necessary for their bargaining team to prepare, and Labor Relations will arrange release.

2. Point of Contact

Each party shall designate a point of contact for all communications between sessions regarding the mechanics of negotiations, information exchange, and proposal exchange. For all purposes the point of contact for the District shall be Jessica Falk Michelli and for SDEA the point of contact shall be Carlos Mejia.

Spokespersons shall make a good faith effort to maintain the flow of negotiations and to avoid cancellation of scheduled sessions.

3. Proposals

To ensure all parties can participate fully and effectively, all proposals and counterproposals shall be made in writing in a format that clearly identifies the section of the Collective Bargaining Agreement that is addressed; the date; and the language proposed to be added, modified, or deleted. The proposing party shall provide sufficient copies for distribution to the members of the respective negotiating teams.

4. Requests for Information

Requests for information that are necessary and relevant to the negotiations process shall be submitted in writing to the other party. Upon request, the requesting party will, whenever possible, clarify the information needed the time frame for responding to the request, and alternative formats for the information. If necessary, both parties will engage in a good faith discussion regarding the mechanics of providing requested information.

5. Tentative Agreements

When the parties reach agreement on any particular proposal(s) or item, the agreement shall be reduced in writing, dated, and signed by the relevant District and SDEA representatives as a tentative agreement. A tentative agreement on any one item is subject to agreement on the entire package, and the entire package is subject to each party's ratification process. All tentative agreements are subject to change with mutual agreement prior to the final agreement of all items in the package.

6. Negotiations Sessions

A. Caucuses

Each party will be free to caucus during a scheduled session. Both parties will attempt to minimize the need for caucuses through advance planning and providing requested information in advance of the meeting when possible.

B. Cell Phones

All cell phones will be either turned off or in a mode that does not interrupt the parties' discussions.

C. Setting Agenda for Negotiations

At the end of each session, in order to provide proper planning for the next scheduled session, the parties will establish a tentative agenda of topics to be covered.

D. Bargaining Notes

There shall be no audio or video recording of the negotiation sessions by electronic or other means without the mutual agreement of the parties. Each party will be responsible for compiling their own individual notes and records. The parties agree that each side's bargaining notes are confidential.

E. Consultants

Each party has the right to invite representatives who may act in the capacity of experts, specialists, or persons who may provide relevant information useful to the negotiations on specific issues. Participation of any SDEA unit members as a non-team expert or specialist is subject to the work schedule and reasonable release time scheduled through Department representatives.

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