

SEA/SPS Agreement on Specific Timelines/Procedures During COVID-19 School Closure and Social Distancing Restrictions

This agreement addresses timelines/procedures for processing grievances, investigations of discipline meetings/actions, Loudermills and meetings addressing the outcomes of investigations and resulting discipline, and official hearings involving agencies other than SPS and SEA.

SEA key values and interests include:

- Protection of the health and safety of all parties
- Protection of the rights of members to confront and answer allegations.
- Maintenance of the integrity of established due process and practice.
- Explicit equity in consideration of any adaptations to process and practice.

SPS key values and interests include:


- SPS has a legitimate business need to manage investigations, grievances and due process timelines.
- Ensure the health and safety of all employees
- Honor the CBA, past practices, while making accommodations and adaptations given the circumstances due to COVID-19 and the global health pandemic.
- A mutually agreeable resolution, where both parties feel their needs are being met.

SEA and SPS therefore agree that:

1. Grievance timelines will no longer be held in abeyance but will move forward under the following conditions:
 - a. Grievance hearings will be conducted by virtual means such as Zoom or MS Teams.
 - b. The district will create and host these hearings upon agreement with SEA on the date and time for that hearing.
 - c. All parties must be present for these meetings.
 - d. All filed grievances now in abeyance will resume with a 10-day timeline at the step where they were frozen (intention is to avoid unnecessary

8. Any provision in this agreement can be modified on a case-by-case basis by mutual agreement between SEA and SPS when it is in the interest of all parties to do so.
9. Nothing in this agreement is intended to set precedent for either party nor does this agreement change the terms and conditions of the contract except as provided above for the duration of this agreement.
10. Provisions of this agreement remain in effect until replaced by a 20-21 School Re-opening Agreement between the parties.

For SPS _____ Clover Codd _____ Clover Codd, Chief Human Resources Officer

For SEA  _____ Michael S. Tamayo, SEA President

Dated _____ 4/29/2020