

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

calculation and confusion). The parties will develop a shared list of pending grievances identifying the current step and timeline.

2. Investigations and investigative interviews will be held in virtual formats (e.g. Zoom or MS Teams) for the duration of this agreement:
 - a. HR will provide to SEA prior to the interview, to the greatest extent possible without compromising the integrity of the investigation, details and the nature of the allegations including the timeframe and synopsis of the allegation / incident.
 - b. Investigators will give notice to the SEA represented employee who is the subject of the investigation informing the employee of their right to union representation when requesting a meeting and SPS will copy the SEA Executive Director on that notice.
 - c. The district will create and host these interviews upon agreement with SEA on the date and time for that interview/meeting, however the meetings shall not be delayed more than seventy-two hours unless both parties agree to an extension of time limits.
 - d. All parties must be present for these meetings.
3. Loudermill meetings or other district meetings on suspensions and/or terminations of any SEA-represented employees will be held in virtual format (e.g. Zoom or MS Teams) for the duration of this agreement. The district will create and host these meetings upon agreement with SEA on the date and time for that meeting. HR will provide copies of final investigation reports and interview notes to the Union upon request, prior to the Loudermill meeting.
4. Suspensions subject to grievance procedures will not be imposed pending the outcome of the grievance process, up to and including arbitration.
5. All hearings on statutory continuing certificated non-renewal, continuing certificated termination, arbitrations and ULPs where agencies or hearing examiners apart from SEA and SPS (e.g. AAA, PERC, state legal system) are involved will continue at such time as these agencies or hearing examiners again resume regular business operations.
6. Investigators may record meetings only with the expressed consent of all participants.
7. Any employee called to a meeting covered under this agreement will be provided the necessary equipment by the District upon request in order to participate remotely from home.

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

