

Memorandum of Understanding

Between
Seattle Public Schools and the Seattle Education Association
Regarding
Implementation of Initiative 1433, Paid Sick Leave Law

January 12, 2018

The Seattle Public Schools ("SPS") and the Seattle Education Association ("SEA") are legally required to implement the statutory requirements of the Paid Sick Leave Law, Initiative 1433, effective January 1, 2018, they also engaged in limited good faith bargaining in order to agree upon the following provisions related to substitute employees in the bargaining unit. These provisions amend and supplement Article V, of the SEA Contract, and Article IX of the SEAOP and Paraprofessional Contracts, as follows:

Legal Requirements: Effective January 1, 2018, certificated substitutes will accrue paid sick leave at a rate of one (1) hour for every 40 hours worked. Paid sick leave may be used for:

- The employee's mental or physical illness, injury or health condition;
- The preventive care for the employee such as medical, dental or optical appointments and/or treatment;
- Care of a family member with an illness, injury, health condition or for preventive care;
- Closure of the employee's work location or child's school/place of care by order of a public official for any health-related reasons;
- If the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking.

Family member is defined as a child or parent (including biological, adopted, foster, step or legal guardian), spouse, registered domestic partner, grandparent, grandchild, sibling and/or spouse's/domestic partner's parent.

SPS and SEA have agreed to the following terms:

1. Sick leave can be used for any of the above reasons when the substitute needs to be absent from an assignment for which the employee was scheduled to work, or prearranged in the substitute absence system, or on an emergency basis while working.
2. Sick leave will be accrued based on hours worked.
3. The hourly rates of certificated substitutes will be adjusted to align to a seven (7) hour day; assignments and pay will still be on a half and full day basis.
4. Substitutes may use paid sick leave in half hour increments. An employee will not be charged for more than the actual amount of sick leave used.
5. If a substitute leaves a job early for a reason covered by sick leave, the accrued sick leave will be applied to the unworked portion of the job.
6. The certificated substitute hourly rate for sick leave usage shall be calculated and paid based on the actual seven (7) hour work day.
7. As of January 1st, all accrued sick leave is available for a substitute's use.
8. At the end of the year, all unused sick leave will carry over to the following accrual year. The fiscal year is September 1 through August 31.

9. Substitutes are eligible to cash out sick leave and to donate through shared leave policy and procedures consistent with the eligibility requirements for all employees.
10. Substitutes can participate in VEBA programs.
11. If a substitute leaves District employment and is rehired within 12 months of separation, any accrued, unused sick leave hours will be reinstated to the substitute's sick leave balance.
12. Use of sick leave counts toward contractual consecutive day requirements.

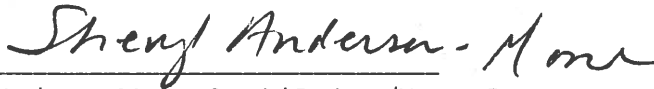
This Agreement made and entered into this ____ day of January 2018.

Seattle School District No. 1



Clover Codd, Assistant Superintendent for Human Resources

Seattle School District No. 1



Sheryl Anderson-Moore, Special Projects/Human Resources

Seattle Education Association

John Donaghy, Executive Director

Seattle Education Association

Phyllis Campano, SEA President