

## Settlement Agreement

This Settlement Agreement ("Agreement") is made by and between Seattle School District No 1 ("District") and the Seattle Education Association ("SEA"), collectively the ("Parties").

### A. RECITALS

WHEREAS,

1. The District is required by state law, District policies and Superintendent procedures to provide trainings to staff on various topics, ranging from Asthma to Adult Sexual Misconduct. Many of these trainings can be done in person or on-line through Safe Schools Training (a provider of online staff training and compliance for schools; sponsored by the Washington Schools Risk Management Pool). What trainings are mandatory is fluid based on changes to state law, District policies/procedures, and the actual job duties performed by staff. This Agreement is limited to the mandatory trainings listed in Exhibit A.
2. SEA filed a grievance asserting that certificated non-represented staff must be paid extra time to take these mandatory trainings or in the alternative asserted that the training must occur only during a District directed TRI day or during a Principal directed staff meeting. The District's position is that the Safe Schools trainings listed in Exhibit A are part of the standard contract or are part of the TRI payment to teachers and that no additional compensation needs to be paid.
3. The Parties enter into this Agreement to resolve all possible disputes and issues related to how the mandatory trainings listed in Exhibit A are to take place moving forward.

In exchange for mutual consideration, the Parties agree as follows:

### B. AGREEMENT

1. Safe Schools Training. The Parties agree that the two (2) hours of mandatory trainings listed in Exhibit A, which were previously offered on-line by District, will be shared equally (1 hour each) between District/Principal controlled time during the work day (e.g., Principal controlled staff meetings) and building based/teacher controlled time (e.g., staff controlled staff meetings; prep time; or outside the school day). For example, to achieve the 2 hours of

mandatory trainings for the 2017-18 school year, 1 hour will take place during the time of a Principal directed staff meeting and the other 1 hour may take place during a teacher's prep time, outside the workday, or in lieu of a staff controlled staff meeting. The Parties agree that the Building Principal controls what trainings take place during the District/Principal controlled time. Principals may have nurses provide the asthma, diabetes, seizures, allergies, and blood borne pathogens trainings live or they may excuse staff from a Principal directed staff meeting to take the training on-line through Safe Schools. The remaining mandatory trainings listed in Exhibit A would need to be taken on-line by the certificated staff member during their own time or during staff controlled staff meeting time.

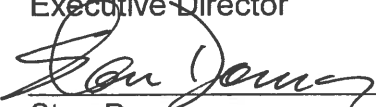
2. Communication. SEA and SPS will jointly communicate to the teachers our joint understanding for trainings within 30 days after this Agreement is signed by both Parties.
3. Arbitration. The Parties agree that SEA may continue to move forward with its arbitration, American Arbitration Association, Case No. 01-15-0006-0668, but only as it relates to past damages, i.e., to determine what, if any, past damages are due its members. This settlement resolves only how 2 hours of on-line mandatory trainings will be handled. Future mandatory trainings above and beyond two hours is not part of this Agreement. SEA agrees and understand that trainings marked with an \* in Exhibit A may be changed, substituted, or altered by the District so long as all mandatory on-line trainings are limited to 2 hours.
4. No Admission of Liability. By entering into this Agreement, neither SEA nor the District admits to any wrongdoing or fault or liability, except the obligations arising from the terms of this Agreement. The Parties agree that this is a negotiated settlement, the terms and conditions of which are specific to this Agreement, and as such sets no precedent for resolution of future disputes of a similar nature. By entering into this Agreement, the District specifically denies that it owes any past damages to SEA members for participating in mandatory on-line trainings.
5. Governing Law. The terms of this Agreement shall be construed in accordance with and governed by the statutes and common laws of the State of Washington. Any disputes now or hereafter arising in connection with the execution and/or operation of this Agreement shall be determined in Superior Court in King County, Washington.
6. Opportunity to Review Agreement with Representatives. Both Parties have had the opportunity to review this Agreement with their

respective representatives (attorneys or otherwise) and now execute this Agreement knowingly and voluntarily with full knowledge and understanding of its contents.

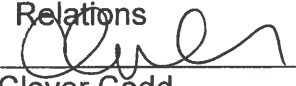
7. Entire Agreement and Representations. This written Agreement constitutes the entire understanding between the parties. SEA agrees that it has not relied upon any representations by the District prior to signing this Agreement that are not included herein. SEA understands that any representations not included in the Agreement are not enforceable.

  
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John Donaghy  
Seattle Education Association  
Executive Director

2/21/17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stan Damas  
Seattle School District No. 1  
Executive Director, Labor and Employee  
Relations

2/22/17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Clover Codd  
Seattle School District No. 1.  
Assistant Superintendent for Human  
Resources

2/21/17  
\_\_\_\_\_  
Date