

RESOLUTION AGREEMENT
between
Seattle School District No. 1
and the
Seattle Education Association

Certificated instructional staff salary schedule corrections

This Resolution Agreement is entered into by and between Seattle School District No. 1 (“District”) and Seattle Education Association (“SEA”) (collectively the “Parties”) regarding corrections to the certificated instructional staff salary schedule and retroactive pay for impacted employees.

BACKGROUND

On May 11, 2022, Seattle Education Association met with the District to discuss an error in the certificated instructional staff salary schedule.

The annual salary schedules bargained by the parties for the 2018-2019 and 2019-2022 certificated collective bargaining agreements do not meet the minimum salary for certificated instructional staff with at least five years of experience as required by RCW 28A.400.200(c)(ii).

This error impacted any employee placed at salary column 100, step 6 on the certificated instructional staff salary schedule from 2018-2019 to the current 2021-2022 school year and any employee placed at salary column 200, step 6 on the certificated instruction staff salary schedule for 2018-2019, and the 2019-2021 salary schedules.

AGREEMENT

The Parties agree to the following:

2018-19 Salary Schedule Corrections				
CBA Item	Step 6 - Lane 100		Step 6 - Lane 200	
	Original	Correction	Original	Correction
Base	\$49,386	\$52,906	\$51,063	\$52,906
Contractual Days (5)	\$1,372	\$1,470	\$1,418	\$1,470
Tech Days (4)	\$1,097	\$1,176	\$1,135	\$1,176
Responsibility/Incentive (15.08% of base)	\$7,447	\$7,979	\$7,700	\$7,981
Total	\$59,303	\$63,531	\$61,316	\$63,533

2019-20 Salary Schedule Corrections

CBA Item	Step 6 - Lane 100		Step 6 - Lane 200	
	Original	Correction	Original	Correction
Base	\$51,885	\$53,965	\$53,616	\$53,965
Contractual Days (5)	\$1,441	\$1,499	\$1,489	\$1,499
Tech Days (4)	\$1,153	\$1,199	\$1,191	\$1,199
Responsibility/Incentive (15.08% of base)	\$7,824	\$8,139	\$8,085	\$8,141
Total	\$62,304	\$64,802	\$64,382	\$64,804

2020-21 Salary Schedule Corrections

CBA Item	Step 6 - Lane 100		Step 6 - Lane 200	
	Original	Correction	Original	Correction
Base	\$52,685	\$54,828	\$54,474	\$54,828
Contractual Days (5)	\$1,463	\$1,523	\$1,513	\$1,523
Tech Days (4)	\$1,171	\$1,218	\$1,211	\$1,218
Responsibility/Incentive (15.08% of base)	\$7,945	\$8,268	\$8,215	\$8,271
Total	\$63,264	\$65,837	\$65,412	\$65,840

2021-22 Salary Schedule Corrections

CBA Item	Step 6 - Lane 100		Step 6 - Lane 200	
	Original	Correction	Original	Correction
Base	\$54,792	\$55,925		
Contractual Days (5)	\$1,522	\$1,553		
Tech Days (4)	\$1,218	\$1,243		
Responsibility/Incentive (15.08% of base)	\$8,263	\$8,434		
Total	\$65,794	\$67,155		

No correction.
The base amount for Step 6 - Lane 200 is higher than the state-mandated minimum for Step 6 - Lane 100 in 21-22.

1. The certificated instructional staff salary schedules for 2018-19, 2019-20, 2020-21 and 2021-22 school years will be corrected by the district as detailed in the table above and outlined on the attached salary schedules.
2. Impacted employees, including those who have left the district, who were placed in Step 6 – Lane 100 during the 2018-2019 school year to the present, and employees placed in Step 6 – Lane 200 during the 2018-2019 and 2019-2021 school years will receive a retroactive salary pay adjustment using the full-time equivalent annual salary amounts in the table above and will be compensated for the difference in pay. Salaries will be prorated based on employee's FTE status for each year employed.
3. Normal taxes and withholdings will be made for any payments to current employees. A 1099 will be issued by the District to any former employee.
4. The retroactive salary pay adjustment will include the impact on Base Pay, Contractual Days, Tech Days, Responsibility/Incentive, Per Diem, Extra Pay, Retirement contributions, and interest. Interest will be paid using the Internal Revenue Service (IRS) quarterly interest rates as found on the following website: <https://www.opm.gov/policy-data-oversight/pay-leave/pay-administration/fact-sheets/interest-rates-used-for-computation-of-back-pay/>. In the event the Washington State Department of Retirement Services, within 12 months after the revised salary is reported, requires an impacted employee to pay additional costs (e.g., interest or penalties) for late contributions, SPS agrees to make the employee whole for any additional cost.
5. Retroactive salary adjustments will be issued to impacted current and former employees no later than December 1, 2022.
6. Retroactive payment for impacted employees will be reflected in the 2022 calendar year earnings statements.
7. SEA agrees that this Resolution Agreement resolves all outstanding issues and remedies contained in its request to fix the salary schedule error and any connected possible grievance(s). The Parties agree that each Party is responsible for its costs and fees, including any attorney fees incurred.
8. The terms of this Resolution 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 Resolution Agreement shall be determined in Superior Court.
9. This Resolution Agreement does not constitute an admission of any wrongful act by any Party nor is it an admission that this remedy would be appropriate in other factual circumstance of for future disputes. This Agreement is made on a non-

precedent setting basis. The Parties shall only refer to the Resolution Agreement to the extent necessary to enforce its terms.

10. This written Resolution Agreement constitutes the entire understanding between the Parties. SEA agrees that it has not relied on any representations by the District prior to signing the Agreement that are not included herein. SEA understands that any representation not included in the Agreement are not enforceable Any provision found null, and void shall be severed from the Resolution Agreement, but the Parties agree that the remainder of the Resolution Agreement is valid.

11. Both Parties had the opportunity to review this Resolution Agreement with their respective representatives and now execute this Agreement knowingly and voluntarily with full knowledge and understanding of its contents.

THIS SETTLEMENT AGREEMENT IS EFFECTIVE AS OF THE LAST DATE OF SIGNATURE. BY SIGNING BELOW, EACH SIGNATORY REPRESENTS IT HAS THE AUTHORITY TO EXECUTE THIS AGREEMENT.

SEATTLE SCHOOL DISTRICT NO. 1

SEATTLE EDUCATION ASSOCIATION

DocuSigned by:
Sarah Pritchett
D66CDB9F9E341A...

Dr. Sarah Pritchett, Assistant
Superintendent for Human Resources
Seattle Public Schools

DocuSigned by:
Jennifer Matter
EF121D1AC06B4BA...

Jennifer Matter, President
Seattle Education Association

10/20/2022

Date

10/20/2022

Date