

**Memorandum of Agreement between
Seattle Public School District and Seattle Education Association**

2020 NBCT Stipend Overpayment

This Memorandum of Agreement ("MOA") is entered into between Seattle School District No. 1 ("District"), and the Seattle Education Association (SEA). Seattle Education Association and the District are in agreement as to the following:

Recitals:

1. Seattle Public Schools erroneously paid the funds sent from the State of Washington to cover NBCT bonuses for qualified teachers as well as the funds sent to cover the payroll taxes on those bonus funds, resulting in significant overpayments to these employees.
2. The contract specifies that salary overpayments due to error shall be repaid according to a mutually agreed payment plan, subject to representation by SEA and to grievance (CBA p. 50).
3. The parties have met to discuss options for the over 500 affected employees who are part of the SEA bargaining unit and hereby make the following agreement:

Agreement:

The parties agree that the district shall offer the following options to NBCT employees affected by this payroll error:

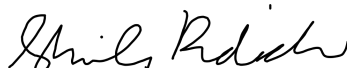
1. The employee may make payment of the full amount owed from one pay period prior to the end of December 2020.
2. The employee may make regular payments of an employee-specified amount until the entire amount owed is repaid.
3. The employee may make regular payments of an employee-specified amount for the remainder of the 2020-2021 school term and agrees to have the district collect any remaining amount from the 2020-2021 NBCT bonus when distributed.
4. The employee may specify that the entire amount owed will be taken from the 2020-2021 NBCT bonus when distributed.
5. Employees may also apply for supplemental limited work opportunities provided by SPS to employees willing to do necessary, required work.
 - a. SPS shall direct \$25,000 in budgeted funds to pay for this additional work, funds to be used until exhausted and/or need is met.
 - b. SPS shall pay this work at the 2020-2021 Required Activities (CBA p. 51) rate of \$38.69/hour.
 - c. SPS will create an equitable system for distributing additional work to employees who make application for that work.
6. Verification of the amounts owed shall be made by SPS upon request by the employee.
7. Employees will be provided the attached form for notifying employees of options.

Neither this Agreement, nor any provision of this Agreement, shall be considered or treated as precedent for purposes of the Parties' future dealings or otherwise.

Agreed by the parties on October 10, 2020, as verified by the undersigned:



Seattle Education Association



Seattle Public Schools