

SETTLEMENT AGREEMENT

This Agreement is entered into between the Anchorage School District (“ASD”) and the Anchorage Education Association (“AEA”) to fully and finally resolve Grievance 22-04/FY23.

Recitals

- A. AEA filed grievance 22-04/FY23 on October 25, 2022, asserting that ASD violated Articles 150 and 155 of the 2021-2024 CBA.
- B. The grievance arose out of principals’ decisions as they relate to allocation of addenda funds and AEA’s belief that specific funding should have been made available for the Battle of the Books (BOB) Level 2 addenda and that funding for that program should be in addition to the total addenda funding authorized for Elementary Division schools.
- C. ASD’s position as detailed in the Level II grievance response is that Article 150 gives principals discretion as to how to allocate available addenda funds and that an increase to the pay range for a specific activity’s addenda does not require ASD to fund Elementary Division schools’ addenda budgets at a higher level. ASD has the sole discretion to determine the addenda funding it authorizes for schools’ use and Article 150 simply identifies how much a member gets paid if they are paid to support the activity.
- D. The Parties mutually desire to avoid the expense of further grievance processing, up to and including arbitration. In consideration of the mutual obligations below, the Parties agree to settle this matter on the following terms:

Terms

- 1. For the 2023-24 school year, ASD will reimburse Elementary Division schools for the additional cost of the level 2 BOB addenda (up to a maximum of two (2) level 2 addenda for the year- \$1066) separately from any other funding that is authorized for elementary schools. For each school that elects to allocate addenda funds to facilitate BOB, ASD will reimburse the school for the increased costs of the level 2 addenda activity (\$533, or \$1066 if they authorize two level 2 addenda for BOB).
- 2. ASD will communicate this reimbursement option available to Elementary Division schools’ administrative teams prior to the start of the 2023-2024 school year so that they can appropriately plan and make decisions about their addenda allocations.

3. AEA agrees to withdraw with prejudice the pending grievance. AEA further agrees that any claim arising during the 2022-2023 and 2023-2024 school years that is covered by the terms of this Agreement shall not be grieved but shall be solely and exclusively resolved by this Agreement.
4. The Parties understand and agree that this Settlement moots any and all pending information requests made by AEA pursuant to Grievance 22-04/FY23.
5. Neither Party to this Agreement admits, acknowledges, or accepts the arguments, positions, or assertions of the other. Nothing in this Agreement shall constitute or will be deemed to be an admission of any fault or contract violation on the part of ASD. ASD expressly denies any contract violation.
6. This Agreement does not become a part of the Parties' CBA and does not reflect an interpretation of the CBA's terms.
7. Each Party represents and warrants that it understands and accepts that the terms and promises made in this Agreement are binding in nature and that each has voluntarily entered into the Agreement with that understanding. The Parties further represent and warrant that they have entered into this Agreement with the understanding and approval of their respective bargaining teams.
8. This settlement is for this case only, it establishes no precedent, and cannot be referred to or submitted as evidence in any other matter between the parties except to prove its own terms and conditions.
9. The Parties agree that this Agreement constitutes a complete settlement of any and all claims. This Agreement is a full and complete expression of all intentions of settlement by the Parties and no rights, duties, or obligations exist other than as set forth herein.

For ASD

Andrew Sundboom 01 / 30 / 2023

Andrew Sundboom Date
Sr. Director, Labor Relations



For AEA:

Debra L Omstead 01 / 30 / 2023

Debbie Omstead Date
UniServ Director, NEA-Alaska

Signature Certificate

Reference number: 8D9I8-BQJWC-HXSJD-DUAAL

Signer	Timestamp	Signature
Andrew Sundboom Email: sundboom_andrew@asdk12.org Sent: 30 Jan 2023 23:28:15 UTC Signed: 30 Jan 2023 23:28:16 UTC		 IP address: 74.114.83.89 Location: Anchorage, United States
Debbie Omstead Email: debbie.omstead@neaalaska.org Sent: 30 Jan 2023 23:28:15 UTC Viewed: 31 Jan 2023 01:22:17 UTC Signed: 31 Jan 2023 01:23:11 UTC		 IP address: 206.174.46.144 Location: Anchorage, United States
Recipient Verification: ✓ Email verified	31 Jan 2023 01:22:17 UTC	

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