

## SETTLEMENT AGREEMENT

This Settlement Agreement (“the Agreement”) is entered into by and between the AMSACS Teachers, Teamsters Local 170 (“the Union”) and the Advanced Math and Science Academy Charter School (“AMSACS” or “the Board”) (collectively, “the Parties”).

WHEREAS, the Union has filed a grievance alleging that AMSACS violated Article XVI of the parties’ contract when it granted mid-year salary increases to two new educators based on prior experience after they had started work at AMSA; and,

WHEREAS, AMSACS has denied the Union’s grievance; and,

WHEREAS, the matter is currently scheduled for arbitration before Eileen Cenci on August 27, 2024; and,

WHEREAS, the Parties wish to resolve all matters related to the grievance, including but not limited settlement of the pending arbitration;

NOW, THEREFORE, the Parties do hereby agree as follows:

1. AMSACS may hire new educators at the salary level that they deem appropriate.
2. The Parties will amend Article XVI, third paragraph addressing the “floors” or minimum annual salary based on years of service so that it reads as follows:

“Upon completion of five (5) years as a full-time AMSA teacher: \$65,000.00

Upon completion of seven (7) years as a full-time AMSA teacher: \$72,000.00

Upon completion of ten (10) years as a full-time AMSA teacher: \$77,000.00

Upon completion of twelve (12) years as a full-time AMSA teacher: \$81,500.00

Upon completion of fifteen (15) years as a full-time AMSA teacher: \$88,000.00

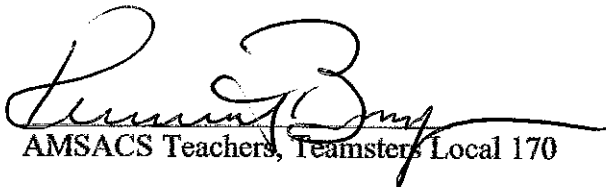
Upon completion of seventeen (17) years as a full-time AMSA teacher: \$96,000.00”

The above contract language shall be included in the contract covering the period from August 24, 2024 through August 23, 2027.

3. Once a new teacher is hired at AMSA, their salary shall change only pursuant to the terms of the parties' collective bargaining agreement. Absent an express written agreement between the Parties, teachers' salaries shall not change mid-term or at times other than as set forth in the contract.
4. The two individuals who were the subject of the grievance shall be held harmless and not be reduced in pay, with the understanding that this is without precedent for any future cases.
5. The Union agrees to postpone the pending arbitration case AAA # 01 -24-0004-3656 currently scheduled for a hearing on August 27, 2024. This is in order to avoid the arbitrator's cancellation fee, and the Union shall copy AMSAC's attorney on the postponement. The Union shall withdraw the above-referenced arbitration case pending an affirmative contract ratification vote on the Memorandum of Agreement and an affirmative authorization vote on this Settlement Agreement by the AMSA teacher bargaining unit members, and shall copy AMSAC's attorney on the withdrawal. The parties further agree that any time limits associated with the grievance procedure and arbitration process shall be in abeyance until it is determined by the Union that it is necessary to move forward with the arbitration.
6. It is understood and agreed by the Parties that this Agreement does not constitute an admission of liability or wrongdoing by any party hereto or of such conduct on behalf of their agents, officers, employees, or representatives. It is further understood and agreed by the parties that this Agreement is not and shall not be construed as a violation of any

contractual or other provisions, promises, or obligations by AMSACS or the Union or of such conduct on behalf of their agents, officers, employees, or representatives.

7. This Agreement shall be binding on the parties and may not be abandoned, supplemented, changed or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date signed by the Union and AMSACS.
8. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof.

  
AMSACS Teachers, Teamsters Local 170

8/1/24  
Date

  
AMSACS

8/1/24  
Date