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159 THORNDIKE STREET, CAMBRIDGE, MASSACHUSETTS 02141

October 1, 2019

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of Agreement between the Cambridge School Committee and the Cambridge Education Association Units A&B and Unit E Regarding Graham & Parks Alternative School Silica Issue

Recommendation: That the School Committee approve the Agreement between the Cambridge School Committee and the Cambridge Education Association Units A&B and Unit E regarding Graham & Parks Alternative School Silica Issue as detailed in the attached agreement.

Description: This Agreement addresses concerns that the Cambridge Education Association expressed about the amount of time that its members in Units A and Unit E had to spend in connection with re-establishing their classrooms and/or offices as a result of a contractor leaving silica dust in classrooms at the start of the 2018-2019 school year.

Supporting Data: Attached is the Agreement between the Cambridge School Committee and Cambridge Education Association Units A&B and Unit E.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "KS", written over a faint circular stamp.

Kenneth N. Salim, Ed.D.
Superintendent of Schools

**SETTLEMENT AGREEMENT
 BETWEEN
 THE CAMBRIDGE EDUCATION ASSOCIATION UNITS A&B and UNIT E
 AND
 THE CAMBRIDGE SCHOOL COMMITTEE REGARDING
 GRAHAM & PARKS ALTERNATIVE SCHOOL SILICA ISSUE**

This Settlement Agreement between and among the Cambridge School Committee (“Committee”), the Cambridge Education Association (“Association”), Claudie Jean Baptiste, Alexandra Doorly, Melissa Mihos, Marna Kennedy, Wilda Randolph, Noemi Rosa, Nicole Farina, Latifa Gourabou, Karen Haglund, Christina Astrove, and Claire Dahill, is a remedy and resolution to Association's concerns regarding silica at the Graham & Parks Alternative School at the start of the 2018-2019 school year.

WHEREAS, the Association expressed concerns about the amount of time that its members in Units A and E had to spend in connection with re-establishing their classrooms and/or offices as a result of a contractor leaving silica dust in classrooms at the start of the 2018-2019 school year;

WHEREAS, the parties wish to settle and resolve these issues and any other disputes amicably and in lieu of litigation and arbitration;

NOW THEREFORE, in consideration of good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Association, Claudie Jean Baptiste, Alexandra Doorly, Melissa Mihos, Marna Kennedy, Wilda Randolph, Noemi Rosa, Nicole Farina, Latifa Gourabou, Karen Haglund, Christina Astrove, and Claire Dahill and the Committee agree as follows:

1. Without admission of fault or liability, the Committee agrees to pay the teachers listed in **Attachment A** to this agreement, who are members of Unit A of the Association \$275.00 (two hundred seventy-five dollars), less appropriate federal and state tax withholdings, for the additional time and work incurred in connection with re-establishing their classrooms. The parties acknowledge and agree that the payment will be made within sixty (60) days of the date of the Committee’s ratification of this agreement.
2. Without admission of fault or liability, the Committee agrees to pay the teachers listed in **Attachment B** to this agreement, who are members of Unit A of the Association \$125.00 (one hundred twenty-five dollars), less appropriate federal and state tax withholdings, for the additional time and work incurred in connection with re-establishing their offices. The parties acknowledge and agree that the payment will be made within sixty (60) days of the date of the Committee’s ratification of this agreement.

3. Without admission of fault or liability, the Committee agrees to pay the paraprofessionals listed in Attachment C to this agreement, who are members of Unit E of the Association \$125.00 (one hundred twenty-five dollars), less appropriate federal and state tax withholdings, for assisting teachers in reestablishing their classrooms and/or offices. The parties acknowledge and agree that the payment will be made within sixty (60) days of the date of the Committee's ratification of this agreement.

4. For good and valuable consideration, the sufficiency of which is hereby acknowledged and which is set forth as payments under paragraphs 1, 2, and 3 of this Agreement, the Cambridge Education Association and each of the employees listed in Attachment A, Attachment B, and Attachment C to this Agreement on behalf of themselves and their respective agents, representatives, successors, assigns, heirs, and beneficiaries (collectively, the "employees") do hereby irrevocably and unconditionally release, acquit and discharge the City of Cambridge, the Cambridge Public Schools and its School Committee members and administrators, individually and in their official capacities, and their respective agents (collectively the "releasees"), from any and all charges, complaints, or causes of action, known or unknown, including provisions in the bargaining agreement between the School Committee and the Association, the Mass. Wage and Hour Act, the Fair Employment Practices Act, the Older Workers Benefit Protection Act, and G.L. c. 150E, relating to the interruption, inconvenience, and additional work time that resulted from the installation of tiling at the Graham and Parks School, as described in the Association's email from Daniel Monahan, President of the Cambridge Education Association to James P. Maloney, Chief Operating Officer of the Cambridge Public Schools dated November 1, 2018, or for the compensation paid for such interruption, inconvenience, and additional work time made pursuant to this Agreement, except as may be necessary to enforce the provisions of this Agreement.

5. Claudie Jean Baptiste, Alexandra Doorly, Melissa Mihos, Marna Kennedy, Wilda Randolph, Noemi Rosa, Nicole Farina, Latifa Gourabou, Karen Haglund, Christina Astrove, and Claire Dahill each acknowledge and agree that all tax liability they each may incur, if any, or that may become due to any governmental authority or taxing agency because of the payment of the sums provided for in this Agreement are solely their own responsibility. Claudie Jean Baptiste, Alexandra Doorly, Melissa Mihos, Marna Kennedy, Wilda Randolph, Noemi Rosa, Nicole Farina, Latifa Gourabou, Karen Haglund, Christina Astrove, and Claire Dahill each further agree to hold harmless the City of Cambridge, Cambridge Public Schools and Cambridge School Committee and any Releasees identified in paragraph 4 from any liability he or she might incur to any taxing authority arising out of any failure by Claudie Jean Baptiste, Alexandra Doorly, Melissa Mihos, Marna Kennedy, Wilda Randolph, Noemi Rosa, Nicole Farina, Latifa Gourabou, Karen Haglund, Christina Astrove, and Claire Dahill, or anyone acting on each of their behalves to pay taxes incurred or due because of the payments made under this Agreement.

- 6. The Association agrees simultaneously with the execution of the settlement to dismiss with prejudice grievance number D01-18-19 now pending at Level II of the grievance process, and to dismiss with prejudice grievance number AB-01-18-19 now pending at Level III of the grievance process.
- 7. This Agreement is not and shall not constitute, be construed as, or be deemed to be, an admission or assignment of fault, liability, wrongdoing or unlawful conduct or violation on the part of any party, nor does it waive, limit or alter any defenses, claims or arguments that the parties had or may have in this action. Each party expressly denies any liability and intends merely to avoid the burdens of litigation and for settlement purposes only.
- 8. The Association acknowledges and agrees that the terms of this Agreement shall not be considered to have established a precedent under the collective bargaining agreement between the Association and the Committee, and accordingly shall not limit the parties in fashioning a different remedy in any future dispute.

WHEREFORE, the Committee, the Association and Claudie Jean Baptiste, Alexandra Doorly, , Melissa Mihos, Marna Kennedy, Wilda Randolph, Noemi Rosa, Nicole Farina, Latifa Gourabou, Karen Haglund, Christina Astrove, and Claire Dahill have caused this Agreement to be executed by their duly authorized representatives this ___ day of _____ 2019.

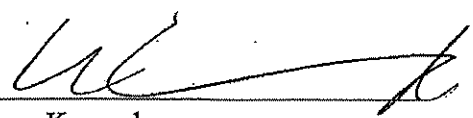
Cambridge Education Association

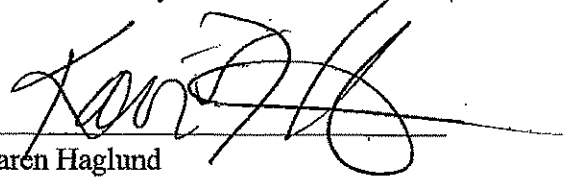
Cambridge School Committee

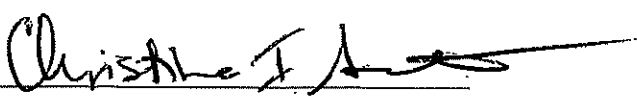
Claudie Jean Baptiste


Alexandra Doorly

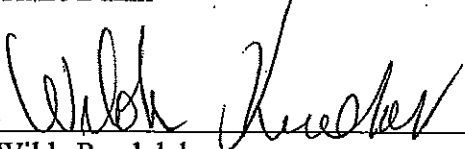
Melissa Mihos



Marna Kennedy

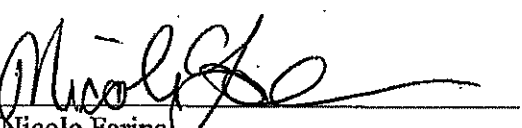

Karen Haglund

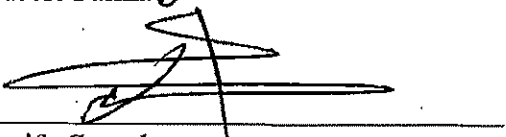

Christina Astrove


Claire Dahill


Wilda Randolph


Noemi Rosa


Nicole Farina


Latifa Gourabou

Dosha E. Beard
Executive Secretary to the School Committee

ATTACHMENT A

Claudie Jean Baptiste

Alexandra Doorly

Melissa Mihos

Marna Kennedy

ATTACHMENT B

Karen Haglund

Christina Astrove

Claire Dahill

ATTACHMENT C

Wilda Randolph

Noemi Rosa

Nicole Farina

Latifa Gourabou