

CAMBRIDGE PUBLIC SCHOOLS

135 BERKSHIRE STREET, CAMBRIDGE, MASSACHUSETTS 02141



August 3, 2021

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:


Approval of the Memorandum of Agreement Regarding a Stipulated Arbitration Award

Recommendation: That the School Committee ratify and approve the attached Memorandum of Agreement between the Cambridge Education Association, its Unit A member, Carl Williams, and the School Department, Cambridge School Committee

Description: This agreement resolves the issues and concerns which arose with respect to Mr. Williams' employment for the 2020-2021 and 2021-2022 school years.

Supporting Data: A copy of the attached Memorandum of Agreement regarding a stipulated arbitration award.

Respectfully submitted,


Victoria L. Greer, Ph.D.
Interim Superintendent of Schools

ARBITRATION
Before Will Evans, Esq.

In the Matter of the Arbitration Between:

CAMBRIDGE EDUCATION ASSOCIATION

-and-

CAMBRIDGE PUBLIC SCHOOLS

Grievant: Carl Williams

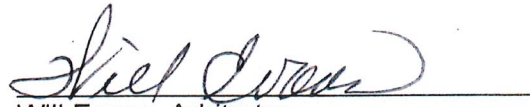
Representatives:

- Jennifer L. MacDougall, Esq. - Cambridge Education Association
- Maureen A. MacFarlane, Esq. - Cambridge Public Schools

STIPULATED AWARD

The undersigned arbitrator has been designated by the parties to the collective bargaining agreement between the Cambridge Education Association Units A&B and the Cambridge Public Schools to review a proposed stipulated award. Having conferred with the parties' representatives to obtain an understanding of the significant aspects of this dispute and having reviewed the terms of that award and the referenced Memorandum of Agreement, the undersigned has concluded that the terms of the proposed stipulated award are proper, fair, sound and lawful. The Arbitrator thus Awards as follows:

The Cambridge School Committee shall, subject to the provisions of the attached Memorandum of Agreement, reinstate Carl Williams for the 2021-2022 school year, which year shall count as his third year of employment in the Cambridge Public Schools.



Will Evans, Arbitrator
Dated: July 16, 2021

MEMORANDUM OF AGREEMENT

This Agreement is entered into this ____ day of July 2021 by and between the City of Cambridge, a political subdivision and municipal corporate of the Commonwealth of Massachusetts with an office located at City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts 02139, by and through its School Department and the School Committee (hereinafter collectively referred to as the “City”), the Cambridge Education Association (hereinafter referred to as the “Association”), and its Unit A member Carl Williams with a principal place of residence at [REDACTED] (hereinafter referred to as “Mr. Williams”) (hereinafter collectively referred to the “Parties”).

WHEREAS, Mr. Williams currently is employed by the Cambridge Public Schools as a teacher with a regular place of assignment at the King Open School; and

WHEREAS, Mr. Williams completed his third year of employment as a teacher without professional status at the end of the 2020-2021 school year; and

WHEREAS, the School Committee maintains that it is within its rights to non-renew Mr. Williams as a teacher without professional status in accordance with M.G.L. c. 71, §41; and

WHEREAS, the School Committee and the Association are parties to a collective bargaining agreement (“CBA”), dated September 1, 2020 to August 31, 2021; and

WHEREAS, due to the unique circumstances presented by the current coronavirus pandemic, the parties wish to reach a resolution regarding the employment of Mr. Williams for the 2020-2021 and 2021-2022 school years; and

WHEREAS, the duly-authorized representatives of the Parties have met in an effort to resolve these issues;

NOW THEREORE, in consideration of the mutual promises and agreements of the Parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the Association, and Mr. Williams agree as follows:

1. The non-renewal notice issued to Mr. Williams on June 15, 2021 will be removed from his personnel file and, in accordance with the Stipulated Arbitration Award in the arbitration entitled Cambridge Education Association v. Cambridge Public Schools dated June 15, 2021 (“Stipulated Arbitration Award” attached hereto as Exhibit A, the parties agree that Mr. Williams will remain employed as a teacher without professional status in the Cambridge Public Schools for the 2021-2022 school year. Mr. Williams waives any rights he might have under M.G.L. c.71, §§ 41 and 42.
2. As a teacher without professional status during the 2021-2022 school year, Mr. Williams will continue to be evaluated under a Developing Educator Plan for the 2021-2022 school year. The Developing Educator Plan will be developed with

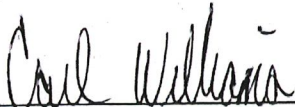
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guidance and input from the Cambridge Public Schools into goals and recommendations specific to improving Mr. Williams' performance. The Association and the City agree that the Developing Educator Plan will be developed and implemented not later than September 9, 2021.

3. The recommendation for professional teacher status or non-renewal at the end of the 2021-2022 school year remains at the sole discretion of the City, by and through its School Department. Any decision resulting in non-renewal is not subject to the grievance and arbitration procedure set forth in the CBA between the School Committee and the Association as then in effect. The Association, however, reserves its rights to grieve and arbitrate violations of the CBA.
4. In the event that the City, by and through its School Department, must implement reductions in force for budgetary reasons, Mr. Williams' employment in the City would not be guaranteed by the Stipulated Arbitration Award and Mr. Williams may be subject to reduction for the 2021-2022 school year pursuant to Article 29, Section M-1 of the CBA.
5. Mr. Williams understands that he has been represented fully and fairly by the Association.
6. The parties agree that the City retains its managerial authority and no provisions of this Agreement shall prevent the City from making determinations with respect to levels of staffing, reductions in force, or evaluation of staff. The Parties further agree that nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty heretofore possessed by the City, including without limitation, the City's managerial authority to make determinations with respect to levels of staffing, reductions in force or evaluations of staff. The Parties further agree that this Agreement does not alter, impact, or otherwise change the right of the City as a matter of law and/or under the CBA between the School Committee and the Association. Additionally, this Agreement does not establish a precedent under the CBA between the School Committee and the Association and does not constitute a practice of the Parties.
7. The Association, on behalf of itself and its past and present members, and Mr. Williams hereby, jointly and severally, irrevocably and unconditionally release, acquit and forever discharge the City its past and present officers, principals, directors, employees, servants, members, agents, insurers, and attorneys, (collectively, the "Released Parties") from each claim which was or could have been raised in the above-referenced matter. The Association and Mr. Williams hereby agree, jointly and severally, that they will not, by themselves or in concert with others, or by virtue of judicial proceedings of any kind whatsoever, make or cause to be made, acquiesce in or assist in the bringing of any actions against the City, for damages arising out of the above-referenced matter giving rise to this Release.

- 8. It is understood and agreed that this Agreement represents the compromise of disputed claims and none of the terms of this Agreement are to be construed as an admission of any liability, fault, or responsibility on the part of any Party, by whom liability and fault is, and has always been, expressly denied. The Parties acknowledge that this Agreement is entered into for settlement purposes only.
- 9. The signatories to this Agreement are authorized to bind their principals, and the Agreement will become effective upon signature by all Parties.
- 10. This Agreement shall be deemed to be made and entered into in the Commonwealth of Massachusetts, and shall in all respects be interpreted, enforced, and governed under the laws of said Commonwealth. Should any non-material provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed to be severable from the remainder of this Agreement.
- 11. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings between the Parties. This Agreement may be amended, revoked, changed or modified only upon a written agreement executed by each of the Parties hereto.
- 12. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. For the convenience of the Parties, signatures delivered via e-mail, facsimile, PDF, or other electronic means shall be accepted as originals.

CARL WILLIAMS



Carl Williams

7-26-2021

Date

CAMBRIDGE EDUCATION ASSOCIATION



Daniel Monahan

President

Cambridge Education Association

7/27/2021

Date

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CITY OF CAMBRIDGE

Louis A. DePasquale
City Manager

Victoria L. Greer, Ph.D.
Interim Superintendent of Schools
Cambridge Public Schools

Dosha E. Beard
Executive Secretary
Cambridge School Committee

Order No.

Date

Approved as to form:

Nancy E. Glowa
City Solicitor