



135 BERKSHIRE STREET, CAMBRIDGE, MASSACHUSETTS 02141

December 7, 2021

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of the Settlement Agreement Between Rose Levine and The City of Cambridge By and Through its School Department and School Committee

Recommendation: This is a negotiated settlement agreement regarding an arbitration petition filed by Ms. Levine with the Massachusetts Department of Elementary and Secondary Education, American Arbitration Association Case Number 01-21-0016-1384, alleging a violation of the provisions of M.G.L. c. 71 §42D.

Description: This settlement agrees resolves a petition for arbitration filed by Ms. Levine with the Massachusetts Department of Elementary and Secondary Education that is currently pending at the American Arbitration Association.

Supporting Data: Copy of the Settlement Agreement Between Rose Levine and the City of Cambridge By and Through its School Department and School Committee.

Respectfully submitted,

Victoria L. Greer, PhD

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Interim Superintendent of Schools

**SETTLEMENT AGREEMENT BETWEEN ROSE LEVINE AND
THE CITY OF CAMBRIDGE BY AND THROUGH ITS SCHOOL DEPARTMENT
AND SCHOOL COMMITTEE**

This Agreement is entered into this ____ day of November 2021 by and between the City of Cambridge, a political subdivision and municipal corporation 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") and Rose Levine, a Unit A member of the Cambridge Education Association, and an individual with a principal place of residence at [REDACTED] (hereinafter referred to as "Ms. Levine") (hereinafter collectively referred to as the "Parties") with respect to the resolution of the issues and concerns set forth in Ms. Levine's arbitration petition filed with the Massachusetts Department of Elementary and Secondary Education, American Arbitration Association Case Number 01-21-0016-1384 (hereinafter "Petition").

WHEREAS, Ms. Levine filed the Petition alleging a violation of the provisions of M.G.L. c. 71 §42D.

WHEREAS, the duty authorized representatives of the Committee and Ms. Levine have met in an effort to resolve the issues and concerns set forth in Petition;

NOW THEREFORE, 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 and Ms. Levine agree as follows:

1. [REDACTED]
2. The one-day of pay that had been withheld from Ms. Levine shall be restored to Ms. Levine. The parties acknowledge and agree that the amount of this day of pay is \$533.24 (five hundred thirty-three dollars and twenty-four cents), less appropriate federal and state taxes and any appropriate retirement withholdings.
3. Ms. Levine acknowledges and agrees that the payment set forth in Paragraph 2 is in full satisfaction of the amount due and owing to her [REDACTED] during the 2020-2021 school year. Additionally, Ms. Levine acknowledges and agrees that all tax liability she may incur, if any, because of the payment to her as set forth above in paragraph 2 is solely her own responsibility and that she will pay all such taxes and that she agrees to hold harmless the City of Cambridge, Cambridge Public Schools and Cambridge School Committee and any Releasees identified in paragraph 5 from any liability they each might incur to any taxing authority arising out of any failure by each of them, or anyone acting on her behalf to pay taxes incurred or due because of the payment made under this Agreement.

4. Ms. Levine acknowledges that this is a fair disposition of this matter and that she has been afforded and exercised the opportunity to consult legal representation of her own choosing. She acknowledges that she signs this Agreement voluntarily, without coercion, after exercising the right to consult counsel. Ms. Levine understands and agrees that she has waived all rights to challenge or appeal this resolution and any aspect of this matter in any forum that may be available to her under the law, including but not limited to, her union contract, the Massachusetts Department of Labor, the Federal Department of Labor, the EEOC, the MCAD, the Cambridge Human Rights Commission, the Massachusetts Department of Elementary and Secondary Education and state or federal court, except to the extent necessary to enforce this Agreement.
5. Ms. Levine hereby, jointly and severally, irrevocably and unconditionally releases, acquits and forever discharges 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. Ms. Levine hereby agrees, jointly and severally, that she will not, by herself 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 Released Parties, for damages arising out of the above-referenced matter giving rise to this Release.
6. Ms. Levine's agreement, in the preceding paragraph 5, to release claims applies to her pending Petition before the American Arbitration Association. Upon execution of this Agreement, Ms. Levine agrees to take whatever action is required to withdraw or dismiss her pending Petition, with prejudice to refiling, and agrees not to institute suit in any court based upon the substance of those charges. Ms. Levine further agrees that, upon receipt of a copy of this Agreement, she will request that the American Arbitration Association take all appropriate action to dismiss her Petition.
7. The Committee and Ms. Levine agree that this Agreement shall constitute full settlement of the issues set forth in the Petition, and shall not be considered to have established a precedent, shall not be used by either party for any reason in any proceeding, except one to enforce the terms of this Agreement.
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.

ROSE LEVINE



Rose Levine

11/17/21

Date

CAMBRIDGE SCHOOL COMMITTEE

Ariel Kennebrew
Executive Secretary

Date

Order Number _____

CITY OF CAMBRIDGE

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

Date

Louis A. DePasquale
City Manager

Date

Approved as to form:

Nancy E. Glowa
City Solicitor