



June 15, 2021

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of Settlement Agreement between the Cambridge Education Association and Cambridge School Committee and Kate Holmes As Resolution of American Arbitration Association Case Number 01-20-0015-7570

Recommendation: That the School Committee approve the Agreement between the Cambridge Education Association, Cambridge School Committee and Kate Holmes as resolution of American Arbitration Association Case Number 01-20-0015-7570.

Description: This Agreement addresses the concerns that resulted in CEA Grievance Number AB 05-19-20 which is currently pending before the American Arbitration Association as Case Number 01-20-0015-7570.

Supporting Data: Attached Agreement between the Cambridge Education Association, Cambridge School Committee and Kate Holmes in regards to the resolution of American Arbitration Association Case Number 01-20-0015-7570.

Respectfully submitted,

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

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**SETTLEMENT AGREEMENT  
BETWEEN  
THE CAMBRIDGE EDUCATION ASSOCIATION  
AND  
THE CAMBRIDGE SCHOOL COMMITTEE  
AND  
KATE HOLMES**

This Settlement Agreement between the Cambridge School Committee (“Committee”), the Cambridge Education Association (“Association”), and the grievant, Kate Holmes (“Ms. Holmes” or “grievant”), is a resolution of the Association's Grievance Number AB 05-19-20, which is currently pending before the American Arbitration Association in a matter entitled *Cambridge Education Association & Cambridge Public Schools*, Case Number 01-20-0015-7570.

WHEREAS, the Association filed the above-specified grievance on behalf of Kate Holmes alleging that the Cambridge Public Schools violated the collective bargaining agreement in the manner in which it rated Ms. Holmes on Standard IV of her May 2020 Summative Evaluation and advanced said grievance to arbitration; and

WHEREAS, the parties wish to settle and resolve the dispute between and among them amicably and in lieu of further litigation; and

WHEREAS, in order to avoid the costs and risks of continued arbitration and litigation, it is the intention of the Association and the Committee to settle and dispose of, fully and completely, any and all claims, demands, causes of action heretofore or hereafter arising out of the pending arbitration through the execution of this Agreement;

NOW THEREFORE, in consideration of good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Association, the Committee, and Ms. Holmes agree as follows:

1. The School Committee agrees that the Cambridge Public Schools’ Office of Human Resources shall remove the rating of Needs Improvement on Standard IV of Ms. Holmes’ May 2020 Summative Evaluation and remove all evidence cited in support of the Needs Improvement rating on Standard IV.
2. The School Committee agrees that the Cambridge Public Schools shall provide Ms. Holmes with a new evaluator effective for the 2021-2022 school year.
3. The Cambridge Public Schools will provide training to those staff who serve as evaluators of the members of Units A&B regarding the evaluation system for members of Units A&B that is set forth in the current collective bargaining agreement between the Cambridge School Committee and the Cambridge Education Association Units A&B. That training shall specifically include instruction that any evidence, including, but not limited to, comments, criticisms, complaints, accusations, and

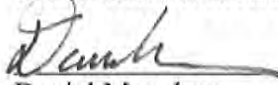
observed conduct that may lead to a rating of Needs Improvement or Unsatisfactory on an educator’s formative or summative evaluation must be shared with the educator in a timely manner and documented using the Classroom Observation Form or the Evaluator Record of Evidence Form. Such evaluation training will be provided to all evaluators during the course of the 2021-2022 and 2022-2023 school years and to all new evaluators thereafter.

4. Within five (5) days of the execution of this Agreement, the Association, on behalf of itself and its past and present members, and Ms. Holmes hereby jointly and severally, agrees to dismiss, with prejudice, the pending American Arbitration Association in a matter entitled *Cambridge Education Association & Cambridge Public Schools*, Case Number 01-20-0015-7570.
5. In consideration of the School Committee’s agreements in Paragraphs 1-3 above, and for other valuable consideration, the Association, on behalf of itself and its past and present members, and Ms. Holmes, hereby jointly and severally releases the City of Cambridge, Cambridge School Committee, and Cambridge Public Schools and their officials, agents, employees, and any agency or affiliate thereof, from any and all manner of actions and causes of action, suits, claims and demands whatsoever, in law or in equity arising out of any claim that was asserted or that could have been asserted concerning the Cambridge Public Schools’ rating of Ms. Holmes on Standard IV of her May 2020 Summative Evaluation, other than for a breach of this Settlement Agreement (“Claims”), and covenants not to sue the City of Cambridge, Cambridge School Committee, and Cambridge Public Schools by themselves or through any other party for damages or other relief related to any such Claims regarding the Cambridge Public Schools’ rating of Ms. Holmes on Standard IV of her May 2020 Summative Evaluation.
6. 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 the City of Cambridge, Cambridge School Committee, and Cambridge Public Schools, 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.
7. The signatories to this agreement are authorized to bind their principals, and the Agreement will become effective upon signature by all Parties.
8. 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 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 not to be part of this Agreement.


- 9. 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 the Parties.
- 10. 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, facsimile and PDF signatures shall be accepted as originals.

WHEREFORE, the Cambridge School Committee and the Cambridge Education Association and Ms. Holmes have caused this Agreement to be executed by their duly authorized representatives this \_\_\_ day of \_\_\_\_\_ June 2021.

CAMBRIDGE EDUCATION ASSOCIATION

 6/8/2021  
 Daniel Monahan  
 President

KATE HOLMES

 06/08/2021  
 Kate Holmes

CAMBRIDGE SCHOOL COMMITTEE

\_\_\_\_\_  
 Doshia E. Beard  
 Executive Secretary to the School Committee Order No. \_\_\_\_\_

CITY OF CAMBRIDGE

\_\_\_\_\_  
 Louis A. DePasquale  
 City Manager

Approved as to form: \_\_\_\_\_  
 Nancy E. Glowa  
 City Solicitor