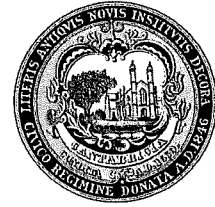


CAMBRIDGE PUBLIC SCHOOLS

135 BERKSHIRE STREET, CAMBRIDGE, MASSACHUSETTS 02141

20-47



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May 5, 2020

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of the Agreement between the Cambridge School Committee and the Cambridge Education Association, Unit C Regarding CEA Grievance C-01-19-20 and Massachusetts Department of Labor Charge Number MUP-19-7554

Recommendation: That the School Committee approve the Agreement between the Cambridge School Committee and the Cambridge Education Association, Unit C as detailed in the attached document regarding CEA Grievance C-01-19-20 and Massachusetts Department of Labor Charge Number MUP-19-7554.

Description: This Agreement provides a resolution of the CEA Grievance C-01-19-20 and the related Massachusetts Department of Labor Charge Number MUP-19-7554.

Supporting Data: Attached Agreement between the Cambridge School Committee and the Cambridge Education Association, Unit C Regarding CEA Grievance C-01-19-20 And Massachusetts Department of Labor Charge of Prohibited Practice MUP-19-7554.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "KS", written over the typed name.

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

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SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement (“Agreement”) is entered into by and between the City of Cambridge, by and through the Cambridge School Committee (“Committee”) and Cambridge Public Schools, and the Cambridge Education Association (“Association”) as a resolution to Association Unit C Grievance Number C-1-19-20 (“Grievance C-1-19-20”) and Massachusetts Department of Labor Relations Charge of Prohibited Practice entitled Cambridge Education Association v. Cambridge Public Schools, Docket Number MUP-19-7554 (“MUP-19-7554”).

WHEREAS, the Association filed grievance C-1-19-20 on behalf of its Unit C members with respect to the posting of an Athletics Fiscal and Operations Manager position (PS1981 19-20) on the grounds that the posting included responsibilities that were the work of Unit C;

WHEREAS, the Association also filed MUP-19-7554 against the Cambridge Public Schools alleging violations of M.G.L.c. 150E, §10(a)(5) with respect to the same posting.

WHEREAS, duly-authorized representatives of the Committee and the Association have met in an effort to resolve this grievance;

NOW THEREFORE, in consideration of mutual promises and covenants, the Committee and the Association agree as follows:

1. Without admission of liability or fault, and subject to fiscal appropriations therefore, the Committee agrees effective July 1, 2020 to post a 1.0 FTE 11 month 8 hour per day clerical position to support Athletics, Physical Education and Health during FY20/21.
2. The Association acknowledges and agrees that it will file no subsequent grievances or charges of prohibited practice with respect to the duties and responsibilities set forth in Athletics Fiscal and Operations Manager position (PS1981 19-20), a copy of which is attached hereto as **Attachment A**, or with respect to any work detailed in the Athletics Fiscal and Operations Manager position that may supplement the work performed by Association Unit C members and may be shared in the performance of work performed by Association Unit C members.
3. Simultaneously with the execution of this agreement, the Association agrees to withdraw, with prejudice, CEA Unit C Grievance C-1-19-20.
4. Simultaneously with the execution of this agreement, the Association agrees to dismiss, with prejudice, MUP-19-7554, which is currently pending at the Massachusetts Department of Labor Relations.
5. It is understood and agreed between the Association and the Committee that Cambridge Public Schools retains its managerial authority and no provisions of this Agreement shall prevent the Cambridge Public Schools from making

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determinations with respect to levels of staff, posting of positions and/or restructuring positions. It is further acknowledged, agreed and understood by the Association that nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty heretofore possessed by the School Committee and/or the Cambridge Public Schools, including without limitation, the Committee and the Cambridge Public Schools' managerial authority to make determinations with respect to levels of staffing, posting of positions and/or restructuring of positions. The parties further agree that this Agreement does not alter, impact or otherwise change the right of the Cambridge Public Schools and the Cambridge School Committee as a matter of law and/or under the collective bargaining agreement between the Cambridge School Committee and the Cambridge Education Association Unit C. Additionally, 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.

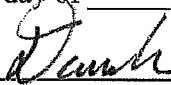
6. The Association, on behalf of itself and its past and present members, hereby irrevocably and unconditionally releases, acquits and forever discharges the City of Cambridge, the Cambridge Public Schools, and Cambridge School Committee, their past and present officers, principals, directors, employees, agents, insurers, and attorneys, (collectively, the "Released Parties") from each claim which was or could have been raised in the above-referenced proceedings. The Association hereby agrees that it will not, by itself 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 of Cambridge, Cambridge Public Schools, and Cambridge School Committee for damages arising out of the above-stated matters giving rise to this Release.
7. 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 Public Schools 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.
8. The signatories to this agreement are authorized to bind their principals, and the Agreement will become effective upon signature by all Parties.
9. The Association shall coordinate the timely execution and delivery of all documents required under this Agreement with legal counsel for the Cambridge School Committee and Cambridge Public Schools, Maureen A. MacFarlane, Esq., via email to mmacfarlane@cpsd.us.
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 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.

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

WHEREFORE, the Cambridge School Committee, Cambridge Public Schools, City of Cambridge, and the Cambridge Education Association have caused this Settlement Agreement to be executed by their duly authorized representatives this ___ day of _____ April 2020.

CAMBRIDGE SCHOOL COMMITTEE



CAMBRIDGE EDUCATION ASSOCIATION

CAMBRIDGE PUBLIC SCHOOLS

CITY OF CAMBRIDGE
Louis A. DePasquale
City Manager

Approved as to form:

Nancy E. Glowa
City Solicitor

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ATTACHMENT A

Cambridge Public Schools
Fiscal & Operations Manager (40 hr/12 mo), Athletics Department (PS 1981 19-20)

JOB POSTING

Job Details

Posting ID

PS 1981 19-20

Title

Fiscal & Operations Manager (40 hr/12 mo), Athletics Department

Description

Overview of Cambridge Public Schools:

Cambridge Public Schools, in partnership with our families and community, will provide all students with rigorous, joyful, and culturally responsive learning as well as the social, emotional, and academic supports each student needs to achieve their goals and post-secondary success as engaged community members. CPS students and staff, as members of a learning organization engaged in continuous improvement, will demonstrate a growth mindset and embrace risk taking and innovation.

About 8,000 students choose Cambridge Public Schools (CPS) each year, and our diverse student enrollment continues to rise. Over 30% of CPS students speak a language other than English at home, and over 65 languages are spoken by our families. Among the most common are Spanish, Haitian Creole, Amharic, Arabic, Bengali, Chinese, and Portuguese. Our schools proudly embrace this diversity.

The structure of our school system supports the developmental growth of students over time. Twelve cozy elementary schools feed into five "Upper School" programs, bringing together enough students to allow for greater choice and differentiation without sacrificing the safe feeling of a relatively small environment. The Upper Schools then feed into one high school, the eclectic and innovative Cambridge Rindge and Latin School.

The Role:

Reporting to the Director of Athletics, the Athletics Fiscal & Operations Manager holds responsibility for ensuring that the Athletics Department operates in a highly efficient and streamlined manner. Utilizing sound educational principles and supporting the overall prioritization of department goals, this role works closely with the Director of Athletics to ensure that the department fulfills its responsibilities in service of the children of the Cambridge Public Schools.

Key Responsibilities:

- Plan and monitor all scheduling for teams, opponents, buses, officials, and game personnel.
- Oversee facility preparation for practices and contests.
- Organize game day operations and game management team.
- Ensure appropriate ticket and gate revenue management including: ticket preparation and reconciliation; revenue collection, deposits and reporting; and monitoring of the Athletic Department Revolving Account; preparation of reports on ticket reconciliation and revenue.
- Support the tracking of Student eligibility, registration, class schedules and overall compliance for students and coaches.
- Active when needed in League, school, department, and community meetings.
- Maintain and manage accurate rosters for all athletic teams throughout the course of the year.
- Oversee equipment inventory, repair, ordering, purchasing, distribution to teams as well as collection.
- Manage uniform distribution and collection, inventory and cleaning and storage.
- Monitor and follow up on purchase order requests and invoice submittals.
- Work with ICTS Office to organize and update CRLS Athletics website.
- Assist Director of Athletics with CRLS Athletics presence on social media; i.e. Twitter, Facebook.
- Assist with budget management and monitoring, including the purchase of goods and services, monitoring of service agreements, and accounts payable requests.

- Manage service agreement postings for and payments to athletic and intramural team coaches and
- Manage payments to game officials, including w-9, and vendor ID's, while tracking payment process.
- Serve as site director for home contests, and when necessary, represent the Director of Athletics at internal and external events .
- Other duties as assigned by the Director of Athletics.

Your Skill Set:

The incoming Athletics Operations Manager will possess many, though perhaps not all, of the following characteristics and qualifications:

- Bachelor's Degree required; Masters Degree in Sports Management or a related field preferred.
- Strong communication and organizational skills, alongside a high level of attention to detail.
- Self starter disposition with demonstrated ability to discern and organize priorities.
- Must demonstrate high energy, flexibility with schedule, and problem solving skills.
- Commitment to delivering high quality support to our community of coaches and student athletes.
- Collaborative disposition, with demonstrated ability to work across differences.

Terms of Employment: 40 hours per week, 12 months per year.

Salary: \$84,016-\$96,105

How to Join Our Team:

Please upload a resume and thoughtful cover letter, outlining how your skills and experience meet the qualifications of the position and stating how you heard about this opportunity.

At the Cambridge Public Schools, we are committed to cultivating an environment where diverse perspectives and backgrounds are embraced, acknowledging that a team reflecting diversity of race, color, ancestry, national origin, religion, age, gender, marital/domestic partner status, sexual orientation, gender identity, disability status, and veteran status allows us to serve our communities better. To that end, we welcome and encourage applicants to bring their authentic selves when considering employment opportunities within our school district.

Shift Type	Full-Time	Salary Range	
Salary Code	Per Year	Job Category	Professional/Support Staff
External Job Application	Professional/Support Staff	Internal Job Application	Professional/Support Staff
Location	Athletics	Posting Status	Filled
Minimum Qualifications Screening			

Job Application Timeframes

Internal Start Date	07/16/2019	General Start Date	07/16/2019
Internal End Date		General End Date	

Job Pools

Pool Name	Quantity	Requisition ID	Requisition Title
Default	1	1685	Athletics Operations Manager

Alternate Job Contact

Name	Title
Location	Phone
Email	

References

*Automatically Send
Reference Check* **No**

*Reference Check
Form*