

Settlement Agreement By and Between the  
Pittsfield School Committee And The  
Pittsfield Educational Administrators Association

The Pittsfield School Committee and the Pittsfield Educational Administrators Association (PEAA) hereby agree to the following terms, conditions, and understandings to be incorporated in a successor labor agreement. This Settlement Agreement is subject to ratification by both parties to this Agreement.

1. The salaries of all members of the PEAA will increase by 1.5% retroactive to August 1, 2008.
2. All PEAA members with at least one year of service in the bargaining unit on June 30, 2008, will receive a one time payment of \$600.00. This amount shall not be incorporated into the base salary and is for the 2008-2009 school year only.
3. The term of the above agreement shall be from August 1, 2008 through July 31, 2009.
4. The PEAA agrees to withdraw with prejudice the David Robin case from the Labor Relations Division and from the Grievance Arbitration process. In exchange for these withdrawals, Mr. Robin will receive a payroll check, with all appropriate state and federal deductions in the gross amount of \$15,000 in fiscal year 2009 and another such check in the gross amount of \$15,000 in fiscal year 2010, with the latter sum being paid no later than September 1, 2009.
5. In the future if or when the School Committee is considering the elimination of any position in the bargaining unit the Committee will notify the Association in advance of reaching any decision on this issue. The Committee in doing so agrees to abide by the terms of the collective bargaining agreement, and State and Federal labor laws.
6. Eliminate from the Agreement the positions of Director of Vocational/Technical Education and Assistant Director of Vocational/Technical Education.
7. Add to the Agreement the positions of English Language Learners Coordinator; Early Childhood Education Coordinator; Middle School Dean of Students; Director of Alternative Education.
8. Eliminate the language referencing the \$750 which is now given prior to the negotiated percent increase.
9. Eliminate the annual special project stipend of \$750.
10. Computer Specialist – change the title to Instructional Technology Coordinator.
11. Bereavement Leave
  - A. In the event of a death of a member of the immediate family, administrators will be entitled to five (5) consecutive work days, such days to begin with either the day of death or the day of the funeral at the administrator's discretion. Immediate family members include parents, spouse, life partner/companion, children, mother-in-law, father-in-law, siblings, and a person for whom the administrator has had the responsibility for making funeral arrangements. Up to two (2) of these five (5) work days can be taken at a later date in the case of a delayed internment.
  - B. Administrators shall be entitled to four (4) consecutive work days to take effect from the day of death or the day of the funeral at the administrator's discretion of a grandparent, grandchild, brother-in-law, sister-in-law, or someone living in the immediate household. Up

to two (2) of these four (4) work days can be taken at a later date in the case of a delayed interment.

C. In the case of the death of a relative of the second degree, the administrator shall be entitled without loss of pay to the day or part thereof necessary to attend the funeral. Relatives of the second degree include uncles, aunts, nephews, nieces, cousins, and in-laws, other than mentioned above.

12. Evaluation - All administrators will be evaluated once every year and after three full years of employment as an administrator and attainment of professional status once every two years. If the administrator accepts a new position and has a new supervisor within the administrative unit he/she will then receive a yearly evaluation for the first three full years in that position.

13. Evaluation – If an observation of any kind is going to be included in the administrator’s evaluation, the supervisor of the administrator must provide notification to the administrator within two weeks of the occurrence.

For the Pittsfield Public Schools Committee:

For the PEAA:

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Kathleen Amuso, Chair, Pittsfield School Committee

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Kevin Tobin, President, PEAA

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

This letter is being written to confirm that the \$750 stipend that administrators earned during the time period of August 26, 2007, through August 24, 2008, will be added to their base salary rate before adding the negotiated increases contained in the successor labor agreement.

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Fernand Dupere, Esq.

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Date

Cc: Kathleen Amuso, Chair, Pittsfield Public Schools  
Dr. Howard J. Eberwein, Superintendent of Schools  
Ms. Sally Douglas, Assistant Superintendent for Business and Finance