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Union: **Pembroke Central School District Administration Association**

Local:

Effective Date: **07/01/2017**

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AD / 17901

Agreement

between

Lembroke Central School District

and

*Lembroke Central School District Administrators'
Association*

7/1/17 - 6/30/20

July 1, 2017 - June 30, 2020

Ratified June 27, 2017

Mission Statement

“In partnership with the community, the Pembroke Central School District is committed to knowing each individual student’s interests, needs, and desires in order to prepare all students for graduation, with the knowledge, skills, and attitudes necessary to lead productive lives.”

1.0 Preamble

This agreement is made by and between the Pembroke Central School District Administration Association (hereafter referred to as the "Association") and the Superintendent of School District (hereinafter referred to as the "District").

1.1 Purpose

It is the intent and purpose of the parties hereto that this Agreement covering salary schedules, hours of work, and conditions of employment will establish a basis for continued cooperation, harmony and goodwill between the District and the Association.

2.0 Recognition

The Board of Education recognizes the Pembroke Administrators Association as the exclusive bargaining agent for the following administrators:

- Primary School Principal
- Intermediate School Principal
- Junior-Senior High School Principal
- Junior-Senior High School Assistant Principal (or Grades 6-12)
- Coordinator of Pupil Personnel Services
- Coordinator of Instructional Support Services

Excluded from this unit are:

- Superintendent of Schools
- Assistant Superintendent(s)
- School Accountant
- Director of Technology
- Director of Facilities
- Transportation Supervisor

Only by mutual agreement of the Association and the Superintendent shall new positions be added to the bargaining unit, pending Board of Education approval.

With input from the Association President, the Superintendent may reassign administrators to positions within those recognized in this Article, pending Board of Education approval.

3.0 GRIEVANCE POLICY AND BASIC PRINCIPLES

3.0.1 Statement of Policy

In order to provide the best possible educational program within the Pembroke Central School District and to promote harmonious and effective working relationships, all administrators within the negotiating unit represented by the Pembroke Administrators Association are guaranteed the right to be heard and to respectfully present their grievances in accordance with the procedures set forth in this Article without discrimination, restraint, interference or reprisal.

3.0.2 Statement of Basic Principles

Each administrator within the recognized negotiating unit shall have the right to present grievances pursuant to this procedure.

3.1 GRIEVANCE PROCEDURE

3.1.1 Definitions

- a. A grievance shall be defined as an alleged misinterpretation or misapplication of any term of this contract.
- b. Aggrieved party shall mean the Association or any administrator within the bargaining unit who has filed a timely grievance.
- c. Administrator as hereinafter used in this procedure shall also include the Association when it files a grievance.

3.1.2 Steps

a. Informal Step

Within fifteen (15) school days after the occurrence which gave rise to the grievance, an aggrieved party who is an administrator shall discuss the grievance with the Superintendent in an effort to resolve the grievance informally. The superintendent shall respond verbally within five (5) school days after the informal discussion.

b. Formal Steps

Step One – Superintendent

If an administrator's grievance has not been satisfactorily resolved at the Informal Step, and the administrator wishes to pursue the grievance, the aggrieved party, within five (5) school days after the Superintendent's verbal response at the Informal Step, shall reduce the grievance to writing. That written grievance shall set forth the facts giving rise to the grievance, the Article and Section which has allegedly been

misinterpreted or misapplied with respect to the aggrieved party and the specific remedy sought. This written grievance shall be delivered to the superintendent or his/her designee. Within five (5) school days after receipt of the written grievance, the Superintendent or his/her designee shall schedule a meeting with the aggrieved party, which meeting shall be held within ten (10) school days after receipt by the Superintendent or his/her designee of the written grievance. Within ten (10) school days after conclusion of this meeting at which the aggrieved party shall give his/her respective views of the grievance, the Superintendent or his/her designee shall render a written decision. This decision shall be mailed or delivered to the aggrieved party and the President of the Association.

Step Two – Board of Education

Should resolution of the grievance fail in Step One, the aggrieved employee shall have the right to appeal in writing to the Board, pending approval of the Association. The Association President and Vice President will decide if a grievance unsuccessful at Step One will be submitted to the membership for a vote to proceed with PAA support.

If the Association votes not to support and pursue the grievance, the grievant may still pursue the grievance without PAA support.

The appeal must be initiated within five (5) work days of the completion of Step One. The Board shall hold a private hearing for the purposes of reviewing all written statements and minutes of the previous step, and of hearing all parties involved in previous stages, within ten (10) work days. The Board shall render a decision within twenty (20) workdays after hearing the appeal. Step Two may be waived in the event the parties can agree mutually to do so.

Step Three – Arbitration

If the grievance has not been satisfactorily resolved at the Informal Step or Formal Steps, and the aggrieved party wishes to continue to pursue the grievance, the aggrieved party shall within the ten (10) school days after receipt of the Board of Education's decision at Step Two submit to the Superintendent or his/her designee a request to proceed to arbitration.

The parties shall request the American Arbitration Association to submit a list of seven (7) arbitrators to the Superintendent or his/her designee and to the President of the Association. An arbitrator shall be selected from this list in accordance with the established procedures of the American Arbitration Association.

The costs for the services of the arbitrator will be borne equally by the District and the aggrieved party, as prescribed by law. If the Association had voted to support and pursue the grievance, the association will pay

these costs on behalf of the employee. However, if the Association had voted not to support and pursue the grievance, then the individual employee will bear all associated costs.

The arbitrator shall have no authority to add to, subtract from, change, or modify any provision of this Agreement, but shall interpret the existing provisions of the Agreement and apply them to the specific facts of the grievance or dispute.

The decision of the arbitrator shall be final and binding upon the parties hereto.

3.1.3 If at any Informal or Formal Step hereunder a determination is not forthcoming in a timely manner as provided for in this procedure, then the grievance shall automatically proceed to the next step.

3.1.4 If at any step within this procedure the aggrieved party fails to proceed to the next step in a timely manner, then the grievance shall be deemed withdrawn.

4.0 AVAILABILITY OF INFORMATION

Upon request of the Association, the District shall furnish information relevant to negotiations as long as the material requested is not excluded under the so-called "Freedom of Information Act".

5.0 GOOD FAITH NEGOTIATIONS

The Superintendent and the Association agree to meet through designated representatives and in good faith and effort to reach agreement including, but not limited to, salaries, health benefits, period of employment, leaves of absence, grievance procedures, and other matters as may be mutually agreed upon. These meetings will commence any time after July 1st and no later than March 15th of the year of the expiration of this Agreement.

6.0 PERSONNEL FILE

6.0.1 Only the Superintendent shall maintain and keep the official personnel file for each administrator. This file shall include materials pertaining to evaluation and certification. When any material other than routine non-evaluative material is added to the administrator's file, the administrator shall be given a copy of it. The administrator shall acknowledge receiving the material by signing the file copy thereof.

6.0.2 Except for current material which has not yet found its way to the administrator's file, material not contained in the files shall not be used in the formulation of recommendations concerning dismissal or the granting of tenure. Current materials to be taken into consideration shall be brought to the attention of the administrator.

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- 6.0.3 With the exception of confidential pre-employment information, an administrator shall have the right to examine the contents of his/her personnel file. The administrator may have an Association representative present during the review of the contents of his/her file if he/she so desires. The Superintendent, or his/her designee, shall be present to insure the security of the contents of the file.
- 6.0.4 Any materials found to be false or misleading shall be removed from the file of the administrator. The District must submit the proof of the authenticity of the material in the folder or said material is to be removed.
- 6.0.5 The administrator may request material to go into his/her file, such as published articles, laudatory letters, awards, etc.
- 6.0.6 An administrator may write a response to any material in his/her file and have it attached and placed in his/her file.

7.0 PROFESSIONAL DEVELOPMENT

7.0.1 District paid tuition benefits contained in Article 7.1.1 of the 2010-2014 contract expired on June 30, 2014. Administrators that previously benefited from district paid tuition shall still required to repay prorated tuition upon voluntarily leaving the district, as follows:

During the first two years after course	100% of tuition
During the third year after course	80% of tuition
During the fourth year after course	60% of tuition
During the fifth year after course	40% of tuition
During the sixth year after course	20% of tuition

7.0.2 Administrators will be allowed up to six hundred dollars (\$600) for memberships in professional organizations approved by the Superintendent of Schools, including SAANYs.

8.0 TRAVEL AND COMMUNICATION EXPENSES

- 8.0.1 Attendance at conferences approved by the Superintendent or Board of Education by District administrators covered by this Agreement shall be reimbursed for approved expenses.
- 8.0.2 Association members shall receive full reimbursements for travel to approved local conferences outside the District and for trips to the Board of Cooperative Education Services at the current government mileage costs allowance.
- 8.0.3 Association members who are required to use their personal car for out-of-district business shall receive current mileage allowances per mile as established by the IRS for mileage expense.

9.0 PAID LEAVE

9.0.1 Sick Leave

- a. On July 1st each year, administrators will be credited with twelve (12) days of sick leave to be used for personal or immediate family illness or medical appointments. An administrator employed after July 1st shall receive one (1) day per month for each full month that he works during the year.
- b. The total unused portion of the annual sick leave allowance credited to each administrator shall be permitted to accumulate without limit.
- c. Days allowed for absences due to injuries suffered on school premises or in the line of duty, covered by Worker's Compensation and subject to certification by a duly qualified physician as to the duration of the disability, shall not be deducted from sick leave allowance. The District will continue to pay the administrator's regular salary and benefits for the period involved, not to exceed two hundred forty (240) days. The district will receive the allowance paid the administrator by the Workers' Compensation Board during this two hundred forty (240) day period or used portion thereof. Time also shall be granted the administrator for attendance at hearings related to the incident.

9.0.2 Other Leave

"Other Leave" shall be defined as absence from duty to meet unexpected individual or family needs. Administrators shall have five (5) "Other Leave" days credited to them on the first day of the year. "Other Leave" days are not cumulative to succeeding years. The Superintendent is to be notified in advance (or as soon as practical if need is not anticipated). Leave requests may be for the following reasons:

1. Terminal illness or death of close relative or friend.
2. Birth or adoption of a son or daughter.
3. Actual observance of religious holidays.

9.0.3 Personal Leave

- a. Each administrator shall be allowed three (3) days leave of absence with pay each year for legal, business, household, or family matters.
- b. Personal leave will be granted by the Superintendent upon notification of a minimum of two (2) days in advance whenever possible.
- c. An administrator shall file with the Business Office a written statement of the purpose for which the leave was taken. Personal leave shall not be used for vacation, recreation, shopping, other employment or non-emergency household maintenance.
- d. Unused personal days shall be added to accumulated sick days at year-end.

9.0.4 Jury Duty

- a. No deduction from pay or benefits will be made as a result of an administrator being absent for jury duty.
- b. The administrator shall assign any money received for jury duty service to the District once such services have been rendered except for any money received for reimbursable expenses. Reimbursable expenses shall include but not be limited to, meals, mileage and tolls.
- c. An administrator serving on jury duty shall report to school whenever the court is not in session.

10.0 UNPAID LEAVE

Leave of absence without pay may be granted for a limited time and a definite period by the Board of Education or Superintendent on behalf of the Board of Education. Such leaves shall be requested in writing to the Board. Such request shall state the reason for the contemplated absence and the date the employee expects to return to duty. Said leave shall not be unreasonably denied.

11.0 HOLIDAYS

11.0.1 Administrators covered by the Agreement shall receive the following holidays with pay:

- July Fourth
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Recess (Wed., Thurs., Fri.)
- Christmas Day and Eve and day after Christmas
- New Years Day and Eve
- President's Holiday(s)
- Martin Luther King Jr. Day
- Good Friday
- Monday following Easter
- Memorial Day Observance

11.0.2 If school is in session on any of the above-referenced days, the Superintendent shall determine an alternative date, with input from the Association President.

12.0 VACATION

- 12.0.1 Each administrator currently employed by the District shall be granted twenty-four (24) days paid vacation each year exclusive of weekends and approved holidays. These days will be granted on July 1st of each year.
- 12.0.2 An administrator commencing employment in the District during the year shall earn vacation on a pro-rated basis.
- 12.0.3 Vacation will be scheduled at the agreement of the Superintendent, and the use of three (3) or more consecutive vacation days when students are in sessions is discouraged, but may be approved dependent upon the varied needs that fluctuate in intensity throughout the year. Vacation days may not be used to extend Thanksgiving Recess, Winter Recess, Presidents' Recess, or Spring Recess, as identified on the Board-approved District Calendar
- (The term consecutive refers to business days and does not include weekends and/or holiday/recess days. For example, using vacation days on a Friday and the next Monday after a weekend or holiday would be considered two (2) consecutive days.)
- 12.0.4 Vacation may be accumulated to a maximum of forty-five (45) days. Upon separation from the district for any reason, vacation days shall be sold back to the district to be paid to the member in one lump sum payment at the member's per diem rate at separation.

13.0 WORK YEAR

Unless otherwise established, the administrative work year shall be twelve (12) months. Administrators will follow a twelve (12) month administrative calendar beginning July 1st and ending June 30th of the following year.

14.0 HEALTH INSURANCE

- 14.0.1 The District shall provide 80% of the premium cost to the administrator for the Genesee Area Health Care Plan Group No. 4402 (for single, 2-person, P or family) including Dental Plan No. 2 or its equivalent.
- 14.0.2 During each annual enrollment period, administrators may choose plan PPO-1 or PPO-D2, Single, 2-Person, Employee plus children, or Family coverage. For those that select PPO-D2, the District will make an additional contribution (\$500 for single coverage, \$1500 for the other coverages) into an accompanying Health Reimbursement Account (HRA) (Section 105H) for each year the administrator selects that plan. All unused funds in the HRA account at the year's end will be carried over for use in subsequent years.

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14.0.3 Administrators that decline health insurance benefits under this article and provide proof of alternate insurance coverage to the District shall be given a yearly opt-out stipend equal to twenty percent (20%) of the premium of the most expensive plan that the member is eligible for, paid in one lump sum with the last pay period each June. Opt-outs that occur less than a full work year will result in a pro-rated stipend.

15.0 LOSS OF INCOME INSURANCE (Disability and Life Insurance)

The District shall provide one thousand dollars (\$1,000.00) per administrator, per year for the purchase of Loss of Income Insurance. Proof of purchase shall be required.

16.0 TAX SHELTERED ANNUITY CONTRIBUTION

16.0.1 The District will contribute four thousand (\$4,000) to each administrator's TSA, annually.

16.0.2 Contributions shall be made in 26 biweekly installments between July 1 and June 30, in conjunction with scheduled pay periods. In the event an administrator leaves the District prior to the conclusion of the school year, the contribution will be prorated to reflect the actual term of employment.

17.0 SICK LEAVE CONVERSION

Association administrators who have obtained eligibility age for normal service retirement (per NYSTRS), and who have been employed at least seven (7) years in the district as an administrator, and who submit an irrevocable letter of retirement to the Board of Education by January 1st to be effective between June 30th and August 15th of that same year, shall qualify for either of the two options below:

- a. Upon retirement under the NYSTRS, administrators will be credited with an amount equal to their per diem rate (1/240th) multiplied by the number of sick days accrued, up to two-hundred forty (240) days to be applied towards the premiums of their health insurance coverage made available to district retirees, until the administrator uses up the credited amount or until he/she reaches age 65, whichever comes first, OR
- b. Upon retirement under the NYSTRS, administrators may elect to convert their sick leave to a one-time cash benefit equal to half of the total sick leave days accrued, but no more than \$50,000, to be paid by the District within 30 days of the last day of employment.

18.0 SALARY/PAY

18.0.1 Salaries for returning administrators shall be calculated as identified below:

2017-18	(Per MOA)
2018-19	Previous year's base salary + \$2,700 = New Base Salary
2019-20	Previous year's base salary + \$2,700 = New Base Salary

18.0.2 Salaries shall be paid in 26 biweekly installments, as scheduled by the district between July 1 and June 30, by direct deposit only. In the event an administrator leaves the District prior to the conclusion of the school year, salary will be prorated to reflect the actual term of employment.

18.0.3 Upon submitting official documentation for possessing a Doctoral degree, each administrator shall annually receive a stipend in the amount of two thousand dollars (\$2,000), paid in one lump sum each year. The stipend will be pro-rated in the first year if documentation is submitted after start of the year.

18.0.4 In the event the district hires a new administrator during the term of this agreement, the starting salary for the first year of employment shall be negotiated between the new administrator and the Superintendent, pending Board of Education approval.

18.0.5 Administrators required to supervise extra-curricular events outside of normal school hours, in their entirety, shall receive a stipend of thirty dollars (\$30.00) per hour, rounded to the nearest half-hour increment. A schedule of approved administrative supervision of events will be submitted prior to each season (fall, winter, spring), for approval by the Superintendent of Schools. Any changes to the approved supervision schedule must also be approved. For processing of payment, a claim form must be submitted detailing the name/title of event(s), the date(s), and time(s) approved by the Superintendent of Schools. Preferably, claim forms should be submitted at the end of each season (fall, winter, spring) or at the end of each semester.

18.0.6 PAA members that mentor new administrators (or the Athletic Director/Dean of Students) will parallel the processes and procedures identified for teacher mentors in the PTF Teacher Mentor Plan until an Administrator Mentor Plan is developed and approved by the Board. Administrator mentors will be paid \$1000 to mentor a first year administrator; \$750 for second year administrator; \$500 for third year administrator; and \$250 for fourth year administrator. The Superintendent will act as the Administrator Mentor Coordinator and is responsible for making final recommendations for which new administrators are matched with mentors, and whether or not a new administrator needs to continue to be mentored after each year.

19.0 COPIES OF THE AGREEMENT

The District shall print copies of this Agreement and distribute a copy to each member of the Association, cost borne by the District.

20.0 USE OF SCHOOL FACILITIES

The PAA shall be allowed the reasonable use of school buildings and equipment for its meetings and related activities. Such use will be confined to before or after school hours, and any expenses generated by the need for custodial or other services shall be met by the PAA.

21.0 NO STRIKE

The Association agrees that it does not have the right to strike or engage in any work stoppage against the District and, therefore, shall not cause, instigate, encourage or condone such action on the part of any or all of its members.

22.0 TERMINATION OF EMPLOYMENT

22.0.1 When the superintendent recommends dismissal of a probationary administrator, at the end of his probationary period or that his or her services be terminated during the probationary term, the Superintendent shall give thirty (30) days' notice in advance of the Board meeting where the intended recommendation will be considered. Such administrator may, not later than twenty-one (21) days prior to the meeting at which the recommendation will be considered, request a written statement giving the reasons for the recommendation and within seven (7) days thereafter such written statement will be furnished. Such administrator may file a written response to such statement not later than seven (7) days prior to the date of the board meeting.

22.0.2 The dismissal of a tenured administrator shall be for just and proper cause. Administrators placed on paid administrative leave may be required to report for work, may be assigned to work in an alternate location, may be given any duties other than their normal duties, and are not permitted to secure employment outside of the District.

22.0.3 A decision, which is adverse to the Administrator, shall not prevent an appeal by the Administrator under applicable provisions of any law.

23.0 LEGISLATIVE APPROVAL

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUND THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY IS GIVEN APPROVAL.

24.0 SAVING PROVISION

If, at any time during the life of this Agreement, any term or provision of this Agreement is in conflict with any federal or state law, such term or provision, or originally embodies in this Agreement, shall be restored in full force and effect. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other item or provision of this Agreement.

25.0 DURATION

This Agreement shall remain in full force and effect from the period of July 1, 2017 through June 30, 2020. It shall be modified only by the mutually agreed written consent of the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

PEMBROKE CENTRAL SCHOOL DISTRICT ADMINISTRATORS' ASSOCIATION



Association Representative

7/5/17
Date

PEMBROKE CENTRAL SCHOOL DISTRICT



Superintendent

7/5/17
Date

Appendix A

**Memorandum of Agreement (MOA) by and between
the Pembroke Central School District (District) and
the Pembroke Administrators' Association (PAA)**

WHEREAS, the District and the PAA are parties to a collective bargaining agreement (contract); and

WHEREAS, during contract negotiations, the parties agreed to additional terms,

IT IS THEREFORE AGREED:

1. Base salaries for returning PAA members for the 2017-18 School year shall be as follows:
Brandon Ricci: \$75,100
Lisa Blake: \$93,100
Nathan Work: \$98,100
Norman Foster: \$111,000
2. **Norman Foster** shall receive base salary increases of five-hundred dollars (\$500) for the 2018-19 and 2019-20 School years, instead of the salary increases identified in 18.0.1 of the contract.
3. The District shall cover 100% of **Norman Foster's** Health Insurance premium costs, instead of the 80%/20% split identified in section 14.0.1 of the contract and until a new contract is settled.
4. For the 2017-18 School year, the District will pay **Cindy Marinaccio** the health insurance opt-out stipend divided into her 26 bi-weekly paychecks, starting July 2017, instead of the one lump sum payment as identified in 14.0.3 of the contract.
5. For the 2017-18 School Year only, **Lisa Blake** will be permitted to use vacation days to extend Winter Recess due to a pre-scheduled vacation. Otherwise, 12.0.3 will be adhered to for all PAA members.
6. Nothing in this MOA shall be construed as creating a precedent.
7. This MOA shall not become final and binding with respect to the District until approved by the District's Board of Education, simultaneously with the 2017-20 PAA Contract.
8. This Agreement contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, not appearing herein shall be of any force or effect.

In witness whereof, the parties have caused this agreement to be executed by their duly authorized representatives on this 5th day of the month of July, 2017.

PEMBROKE ADMINISTRATORS' ASSOCIATION:



PAA President

7/5/17

Date

PEMBROKE CENTRAL SCHOOL DISTRICT:



Superintendent of Schools

7/5/17

Date

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE PEMBROKE CENTRAL SCHOOL DISTRICT (“the District”)
AND
PEMBROKE ADMINISTRATORS’ ASSOCIATION (“the PAA”)**

Whereas, the Board of Education recognizes the PAA as the exclusive bargaining agent for certain administrators as outlined in Article 2.0 of the PAA Contract, and

Whereas, Article 2.0 does not currently list the position for Athletic Director/Coordinator of K-12 Physical Education, and

Whereas, the District and the PAA collaborated with various stakeholders to facilitate an interview process for the aforementioned position, and

Whereas, Ryan Winchip was selected as the successful candidate, and

Whereas, Mr. Winchip possesses Professional NYS Physical Education certification and his NYS School Building Leader Certification is pending,

IT IS AGREED that:

1. The Athletic Director/Coordinator of K-12 Physical Education position will be added to the PAA bargaining unit under Article 2 Recognition of the PAA Contract.
2. Ryan Winchip will be appointed to the 12-month position of Athletic Director/Coordinator of K-12 Physical Education at the starting salary negotiated with Mr. Winchip by Superintendent Matthew Calderón, and Mr. Winchip will receive all associated benefits within the PAA Contract.
3. Nothing in this Agreement shall be construed as creating a precedent or waiver for any other situation.
4. This Agreement shall not become final and binding with respect to the District until approved by the District’s Board of Education.

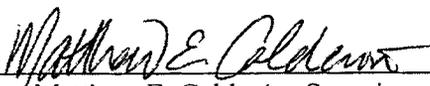
NATHAN WORK, PEMBROKE ADMINISTRATORS ASSOCIATION

By: 

Nathan Work, PAA President

Date: 5/3/18

MATTHEW CALDERÓN, PEMBROKE CENTRAL SCHOOL DISTRICT

By: 

Matthew E. Calderón, Superintendent

Date: 5/3/18