BREWSTER CENTRAL SCHOOL DISTRICT
EMPLOYMENT CONTRACT

ASSISTANT DIRECTOR OF TECHNOLOGY

This Agreement, effective July 1, 2026, is entered into by and between the Board of Education of the Brewster Central School District ("Board", "Employer" or "District"), Robert Valdez ("Employee"), Assistant Director of Technology, and the Director of Technology and Innovation ("Supervisor"). It is acknowledged by you and the Board that this Agreement vitiates any prior Agreement between you and the Board that relates to your terms and conditions of employment. Any such Agreements are null and void by the execution of this Agreement. Therefore, based upon the mutual understandings between you and the Board, it is understood and agreed as follows:

1. **ARTICLE ONE - WORK YEAR**

   Employee's work year shall be twelve (12) months, except for school holidays which are designated in the Brewster School calendar, vacation days, jury duty, use of sick, personal, compensatory, and bereavement days and any days when students are not in attendance due to inclement weather.

2. **ARTICLE TWO - LEAVES**

   A. **SICK LEAVE**

      a. Allotment - Fifteen (15) sick days with full pay, of which five (5) days may be used for illness in the immediate family involving a relative living in the household of the employee. The District will give consideration to a request for additional sick leave beyond the time accumulated if the employee's illness requires his absence beyond the accumulation. Unused sick days may be rolled over each year.

      b. Maximum Accumulation of Sick Leave - 240 days.

      c. Unused Accumulated Sick Leave Upon Retirement - If the employee retires from the District, the employee will be compensated for fifty (50%) of accumulated unused sick leave, provided notice of intent to retire is given by no later than nine (9) months prior to the date of retirement. Each day will be calculated at the employee's daily rate. The unused sick leave shall be paid to a 403(b) non-elective contribution plan and subject to IRS limitations. The Employee must work a minimum of ten (10) years in the District in order to be eligible for payment at retirement. In the event that the employee dies during employment with the District, any unused leave accruals or any other payments that would have been paid upon retirement or upon separation of employment pursuant to these Terms and Conditions shall be paid to the employee's estate.

B. VACATION

a. Allotment - Twenty-five (25) vacation days with full pay. If less than a full year is worked, then days shall be prorated. If the employee has taken more vacation leave days than he was entitled to, then the employee's final paycheck shall be adjusted accordingly. Employee may buy back up to ten (10) unused vacation days annually at his per diem rate. These buy-back days can be taken from accrued days or current year vacation days. Payment for these days may be requested by the employee no earlier than June 1st of the school year.

b. Approval - Vacations will be scheduled on approval of the supervisor. Vacations may be taken in no more than two (2) week blocks unless longer periods are approved by the supervisor. An employee who is prevented from taking vacation because of requests from the District may carry over no more than fifteen (15) vacation days to the succeeding year. An employee who makes timely application for vacation and is denied because of District administrative needs will be compensated at their daily rate. No employee will suffer a loss because of a carryover.

C. **BEREAVEMENT** - There will be no deduction in pay for five (5) consecutive days of absence because of the death of an immediate family member. (Immediate family shall include the employee's spouse, domestic partner, children, step-children, parents, foster parents, parents-in-law, brothers, sisters, grandparents, and any other person for whose financial or physical care the employee is principally responsible.) In case of extreme need, the Superintendent will grant additional time. The Employee may use one sick leave day annually from existing accruals to attend services for the death of a non-immediate family member or close family friend.

D. PERSONAL LEAVE

a. Allotment - Three (3) days per year without deduction in pay.

b. Unused Personal Leave Days - Any unused personal leave shall become additional accumulated sick leave, effective at the end of each academic year.

c. Definition of Personal Leave - Personal leave shall be defined as leave necessary for the conduct of personal or legal business which cannot be conducted at any other time during the day or week except when the employee is working.

d. Notice of Personal Leave - Notice of personal leave days shall be made on the appropriate form. No statement of reason shall be requested unless the day requested is before or after a holiday or during the first and last week of school. Except in cases of emergency, notice of personal leave days shall be provided to the District at least five (5) days in advance. Receipt of said notice will be acknowledged no later than the school day prior to the requested leave.

E. **JURY DUTY** - The Employee shall be paid their regular salary when on jury duty and shall report to work when on "on call" status.

F. **EMERGENCY CLOSURE DAYS** - The Employee shall not be required to remain at work on days when students are not in attendance due to emergencies, such as inclement weather and subsequent school closing. If unused emergency closure days become recess days, the employee shall not be required to report to work.

G. **HOLIDAYS & SCHOOL RECESSES** - The employee shall be entitled to school holidays which are designated in the Brewster School calendar without any charge to his leave accruals.

H. **COMPENSATORY TIME** - The employee shall be entitled to receive compensatory time for weekend work and any school holidays worked. The employee must receive prior approval from the Superintendent of Schools or designee before any weekend or school holiday work is performed. The employee must submit a request to use compensatory time to the Superintendent of Schools or designee at least five (5) days in advance. Compensatory time may not be carried over from one school year to the next, and there shall be no payout for unused compensatory time. Compensatory time may be taken in half-day and full-day increments only. Should the employee become eligible for increased leave accruals in the course of the contract, those additional accruals will be prorated and awarded accordingly.

3. ARTICLE THREE - INSURANCE BENEFITS

A. **ACTIVE EMPLOYEE HEALTH INSURANCE** -The District shall provide health insurance coverage for the employee. The amount of employee contribution to health insurance shall be as follows: 19% for the 2026-27 school year; 20% for the 2027-28 school year and thereafter. Contributions shall be based on the current year's premium. Notwithstanding the above, family health insurance premium contributions are subject to the application of the District's Spousal and Dependent Eligibility Rule. The District shall reserve the right to substitute insurance carriers.

B. **RETIREE HEALTH INSURANCE** - Retirees must have a minimum of ten (10) years of service to receive health insurance. The employee's health insurance contribution in retirement shall be the same percent contribution rate in his final year of employment. Dependents of a deceased retiree may retain coverage under the group plan by making appropriate payment to the District for full premium costs.

C. **VOLUNTARY BUYOUT** - If the employee's spouse is not an enrollee of the Health Consortium, they may at their own option withdraw from the District's health insurance plan, provided they are covered by another plan. An employee who voluntarily does not participate in the health insurance plan shall receive a cash payment of $2,250 in 2026-27, $2,500 in 2027-28, and $2,750 in 2028-29. Notification of the decision to elect this option must be made to the District by the conclusion of the annual "Open Enrollment Period". The payment, in lieu of health insurance, will be made in two installments, the last paycheck in January and no later than the last paycheck in June, following withdrawal from the plan. The employee may re-enter the plan at any time by notifying the Human Resources Department in writing. Health Insurance will become effective at the earliest date after receipt of written notice as permitted under the rules of the health insurance plan. In the case of re-entry, payments made for time withdrawn from the plan will be prorated.

D. **WELFARE PLAN** - The employee shall participate in the BTA Welfare Fund at the District's expense.

E. The Employee shall be provided life insurance, accidental death & dismemberment insurance, and long-term disability insurance at District expense at the following coverage levels:

a. **FLEXIBLE BENEFIT PLAN (IRS SECTION 125 PLAN)** - The employee may, at his discretion, participate in the District's IRS 125 (Flexible Benefits) Plan.

b. **LIFE, ACCIDENTAL DEATH & DISMEMBERMENT, AND LONG-TERM DISABILITY INSURANCES** - The employee will be provided the following coverage levels, at District expense:

i. **Group Basic Life Insurance for Active Employees & in retirement**: Benefit amount of $100,000; reduces at age 70 by 50%. (This is in addition to life insurance provided in the BTA Welfare Fund.)

ii. **Group Accidental Death & Dismemberment for Active Employees**: Benefit amount of $100,000; reduces at age 70 by 50%.

iii. **Group Long-Term Disability Insurance for Active Employees**: Benefit amount equal to 60% of covered earnings, up to a maximum benefit of $3,500 per month.

4. ARTICLE FOUR - COMPENSATION AND OTHER BENEFITS

A. **ANNUAL SALARY** - Salary shall be paid in equal installments in accordance with the rules of the Board governing payment of the professional staff members of the District. Subsequent increases to the salary shall be approved annually by resolution of the Board of Education, effective July 1st of each year.

B. **LONGEVITY** - Longevity of $2,500 will be paid after completing ten (10) years of continuous service as an employee in the District. Longevity of $2,500 will be paid after completing fifteen (15) years of continuous service as an employee in the District. Longevity shall be cumulative.

C. **MILEAGE** - The Employee shall be entitled to reimbursement for all approved travel regarding District business at the current I.R.S. rate.

5. ARTICLE FIVE - EVALUATION

The evaluation process will be established in concert with the Supervisor and be rubric-driven.

6. ARTICLE SIX - SEVERABILITY

If any provision of this Agreement is determined to be contrary to law, it is understood and agreed that such provision shall be deemed deleted and the balance of this Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect. If such deleted provision involves compensation or a money benefit, you and the Board of Education agree to negotiate as part of this Agreement in place of such deleted provision a substitute of comparable value thereto, and in the event of an impasse exceeding forty-five (45) days, either party hereto may submit the issue for final disposition, to arbitration by the American Arbitration Association pursuant to its rules, which Association shall be empowered to make an award of comparable value or compensation as reasonably implements the intent of the parties under the deleted provision.

7. ARTICLE SEVEN - APPLICABLE LAW

By signing this Agreement, you acknowledge that this Agreement has been entered into and shall be governed under and in accordance with the laws of the State of New York, without reference to that state's conflict of laws rules.

8. ARTICLE EIGHT - TERMINATION OF AGREEMENT

This agreement constitutes the full and complete agreement between the parties except as it may be modified by a signed, written agreement between them, and shall not be subject to oral modifications, nor shall parole evidence be admissible to establish any oral modification thereof. This agreement shall supersede any prior employment contract between the parties relative to the employee's conditions of employment.

The District retains the right to terminate the individual during the term of this contract, subject only to any due process rights the individual may have under the law. Upon termination of the contract, the individual will be owed all monies and benefits due up until the date of termination. The employee shall provide the District with no less than thirty (30) days' written notice of resignation from service.

9. ARTICLE NINE - TERM OF AGREEMENT

This agreement is effective for the 2026-27, 2027-28, and 2028-29 school years.

Employee's Signature _____ Date 6/22/2026

Superintendent's Signature _____ Date 6/22/26