AGREEMENT

BETWEEN

THE BREWSTER CENTRAL SCHOOL DISTRICT

BOARD OF EDUCATION

AND

THE SUBSTITUTE TEACHERS' CHAPTER

OF

THE BREWSTER TEACHERS' ASSOCIATION

JULY 1, 2025 -JUNE 30, 2029

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PREAMBLE

This Agreement entered into as of July 1, 2025 by and between the Board of Education of the Brewster Central School of the Towns of Southeast, Patterson and Carmel, having its principal place of business at Farm-to-Market Road, Brewster, New York, Putnam County and the Substitute Teachers' Chapter of the Brewster Teachers' Association.

ARTICLE I

Recognition

The Board of Education of the Brewster School District has recognized the Substitute Teachers' Chapter of the Brewster Teachers Association as the exclusive representative of the bargaining unit comprised of per diem substitute teachers who have received a reasonable assurance of continuing employment from the Board of Education in accordance with Subdivision IO of Section 590 of the Labor Law. For the purpose of representing said employees is provided in Article 14 of the Civil Service Law.

ARTICLE II

Teaching Load

A. The teaching/duty load for an elementary substitute teacher shall not differ from the normal teaching/duty schedule of a regular teacher, except in circumstances where the regular teacher has no duty assignment (as could be the case with building liaisons, grade chairs, or the BTA president). Secondary substitute teachers shall be assigned six (6) periods and shall be provided at least a thirty-minute lunch. In the event the District adopts a drop rotation schedule in any of the schools, a committee shall convene to negotiate possible modifications to Article II and any other relevant articles.

B. Substitutes will accept one (1) additional teaching or duty assignments at the discretion of the building principal. Substitutes may voluntarily agree to accept a second additional teaching or duty assignment. In such circumstances, the substitute will receive added per diem compensation of thirty ($30) dollars for each additional teaching period/assignment.

C. Substitutes shall not be expected to attend any functions beyond the normal teacher's day, including any meetings, conferences, preparation of tests or lessons, or other such duties that commence prior to the normal arrival time or after the normal departure time of the teacher, except as specified in Article II Section F.

D. In the event a substitute teacher has replaced the same teacher for at least ten (10) days, commencing on the 11th day of service, the substitute teacher shall be expected to perform the normal daytime responsibilities of the regular teacher (except that participation in faculty meetings shall be voluntary).

E. The building principal, at his or her discretion, may request a substitute teacher's attendance at a night meeting. In such circumstances, the substitute teacher will be remunerated at a rate of fifty percent of the per diem rate.

F. In the case of early dismissal, the substitute teacher shall receive full compensation even if the substitute was scheduled to work a full day in two different buildings and was unable to sign-in.

G. A substitute teacher who reports for duty on a day when the opening of school is delayed shall receive full compensation.

H. If a substitute teacher is contracted for a day of service and reports for duty, and is then not assigned, that person will be compensated for the full day.

I. To provide a safe working environment for substitute teachers, each building's Emergency Plan Committee (Safety Committee) shall incorporate procedures to secure the substitute's classroom in the event of a "lock-in", "lock-out" or "lock down".

J. When called or notified by a District approved system to substitute, the substitute teacher shall be notified by the District Representative of the specific hours that he/she will be assigned. Substitute teachers who are not members of another bargaining unit at BCSD will be hired for no less than a half of a school day.

K. To the extent practicable, substitutes shall be provided with a key(s) to the classroom(s) they are assigned to work in. Such keys must be returned at the end of the workday. In the event a key is not returned to the District within twenty-four hours, the District shall deduct from the unit member's paycheck the cost of replacing the key and/or lock if necessary.

L. The District shall have the discretion to create the position of "Building Substitute." In the event the District creates such position, the following shall apply:

- The District shall post for a Building Substitute(s) for a specific school building. Nothing herein shall require a building to have a Building Substitute, or to maintain such position for an entire year, or from school year to school year.
- Interested applicants may apply for the position of Building Substitute.
- A Building Substitute(s) at the elementary schools must be certified in Elementary Education. A Building Substitute(s) at a secondary building must be certified to teach at the secondary level. The District shall have the discretion to select who will serve as a Building Substitute.
- The District shall have the discretion to determine the length of time that a Building Substitute(s) shall serve. Such length of time can be extended or shortened at the District's discretion.
- A Building Substitute shall be paid the per diem substitute rate and shall be guaranteed four days of work in a regular five-day workweek. The number of guaranteed days may be less in a workweek of less than five days, as determined by the District. The days worked each week shall be determined by the Building Principal and shall be communicated to the Building Substitute in advance.
- In the event a Building Substitute is not needed in the building on a specific day(s), he/she may be assigned to another District building.
- A Building Substitute(s) shall be provided with a duty-free lunch period (equal in length to that provided to teachers in the building) and a preparation period. A Building Substitute(s) may be assigned up to six (6) periods per day without any additional compensation.

M. Relevant accommodations for students shall be included in the folder provided to the substitute that outlines the lesson plan and expectations for the class period. This may include, but not be limited to, information regarding a student's behavioral needs, extended time on formal assessments, or modified expectations for the submission of requested work during the instructional period.

N. Relevant accommodations for students shall be included in the folder provided to the substitute that outlines the lesson plan and expectations for the class period. This may include, but not be limited to, information regarding a student's behavioral needs, extended time on formal assessments, or modified expectations for the submission of requested work during the instructional period.

O. In the event that the District experiences an emergency closing no more than three hours prior to the start of the school day, substitutes scheduled to work shall be compensated for ½ of their per diem rate. This provision would not apply for closures occurring the evening before the start of the school day due to inclement weather.

P. ISR duty is a necessary part of a teacher's and a substitute's day. However, no substitute shall be assigned ISR duty for more than two periods in one day.

ARTICLE III

Information for Substitutes

A. The district will distribute information to substitutes including, but not limited to, the following: general substitute responsibilities, school calendar, salary and payroll procedures.

B. Principals will ensure that a folder is available for reference by per diem substitutes that includes class lists, daily procedures, times of specials or prep times, special problems, discipline plan, fire drill/emergency procedures, etc.

C. The District understands the need to ensure that substitute teachers receive an effective orientation to the district. For this reason, the District will schedule a voluntary orientation session, prior to the start of the school year for substitute teachers wishing to attend. Participating substitutes will be compensated at a rate of $75 for a 2 ½ hour orientation training session. Additionally, the District will ensure an electronic handbook is accessible for all newly hired substitute teachers. Such information shall include, but not limited to, procedures, contact information, and general expectations.

D. No substitute teacher will be required to provide explicit direct instruction through the use of an interactive white board or digital technology. This notwithstanding, the substitute is expected to access necessary materials through online content, and when applicable, share information with students through the use of an interactive whiteboard. The district will make digital training resources available prior to the expectation of use of district technology (e.g., digital platforms and interactive whiteboards). Viewing these resources will be voluntary.

E. Substitute teachers will be afforded the opportunity to participate in District-planned staff development activity (including Superintendent Conference Day activities), pursuant to the following stipulations:

   a. Only certified substitute teachers will be eligible to attend.
   b. Substitute participation will be permitted only if space is available. At no time will a substitute be placed before a permanent teacher.
   c. Substitutes participating in staff development activity pursuant to this section will be paid according to their current rate of compensation as specified in Article IV below.

F. The district will provide an annual, voluntary safety training session for substitute teachers, which will include protocols for lockdowns, hold-in-place, fire drills, and rapid dismissal drills. This training is also included at the building-level meetings at the start of the school year. The district will make a digital resource available for substitute teachers who start mid-year. Participation in this training is a condition of employment and will not result in additional compensation.

ARTICLE IV

Remuneration/Benefits

A. The per diem daily compensation rate for members shall be as follows:

	Non-Certified	Certified Teacher in NYS as reflected on TEACH account	Building Substitute (Must be a certified teacher in NYS as reflected on TEACH account)	Retired Teacher from the Brewster CSD
2025-2026	$130	$140	$145	$175
2026-2027	$133	$143	$148	$178
2027-2028	$136	$146	$151	$181
2028-2029	$140	$150	$155	$185

B. A substitute that serves in the same position for 30 days will be placed on Step One of their highest degree, Bachelor's or Master's, of the current year's teacher salary schedule (for teachers hired on or after May 24, 2016), retroactive to the first day of service in that specific position so long as the substitute possesses or is working toward or completed the requirements for certification in the area for which he/she has been assigned as of the thirtieth day in the assignment. For purposes of this section, a substitute is considered working toward certification if they: (a) are taking college coursework for such certification at a rate of not less than six semester hours per year; (b) have completed the necessary coursework for certification and are working on any remaining NYS Education Department requirements; or (c) have completed all NYS Education Department certification requirements and are awaiting final review.

Should the substitute not possess the appropriate certification and is not working towards such certification, but they remain in the position after 30 days, the rate shall be increased to $150 per day retroactive to the first day of the assignment.

After 30 days, should a break in service occur for an extenuating circumstance (excluding pre-planned vacations), requirement two consecutive absences, and/or no more than the use of three non-consecutive absences, the substitute shall remain at BA Step 1 or MA Step 1, if the substitute is properly certified, or the $150 per day, should the substitute not be properly certified. Documentation regarding the absences may be requested by the district.

Prior to the 30 days, in the event a substitute is serving in a position and due to an extenuating circumstance (excluding pre-planned vacations) they have a break in service, not to exceed two consecutive absences or three non-consecutive absences, prior to completing 30 consecutive days in the position, and then immediately resume the same position after the absence(s), then the District shall have the sole discretion to waive the requirement that the thirty days be consecutive in order for the substitute to be placed on BA Step 1, or MA Step 1, or paid the $150 per day (whichever is applicable). If such a waiver is granted, the substitute shall be placed on BA Step 1, or MA Step 1, or paid the $150 per day, once they have actually worked 30 days. Documentation regarding the absences may be requested by the district.

C. In the event an assigned substitute is a retired teacher from the Brewster Central School District, and is assigned to replace a staff member for 15 consecutive days or more, and holds the appropriate certification in the subject/content area that he/she is assigned, the District shall have the sole discretion of placing such retiree immediately on MA Step 3 of the salary schedule (for teachers hired on or after May 24, 2016).

D. The District agrees that upon application of a teacher for payroll deduction of the employee's

membership dues in the Association, the proper per diem deduction shall be made from the teacher's salary and forwarded to the Association.

E. Members shall be entitled to have membership dues for the Association and its affiliates collected via payroll deduction. Such authorization shall continue from year to year unless revoked in writing by the member. Upon receipt of a written authorization from the member directing a payroll deduction, the District shall deduct and remit the per diem dues from the regular salary of each employee. For new hires, such deduction is to begin no later than 30 days after the effective date of employment, provided written authorization for payroll deduction has been received.

F. If a substitute teacher is asked to replace a teacher on leave of thirty days or more and then is temporarily reassigned to replace a different teacher, and then resumes the original replacement, this temporary reassignment will not be considered a break in the substitute teacher's accumulated same assignment service days if there is no break in service between these assignments.

G. Substitute teachers who are required as part of their job assignment to use their own vehicle for transportation in order to perform their duties shall be reimbursed by the District at no less than the IRS deductible business travel allowance.

H. a. All employees shall be paid on the 15th of the month and on the last business day of the month. Unless the 15th or last day falls on a weekend or Federal holiday, then the employee will be paid on the preceding work day. The district shall have the discretion to implement the bi-monthly payroll provided that all other bargaining units have agreed to bi-monthly payroll.

b. Direct deposit of the paycheck of each unit member, to the financial institution of the unit member's choice, shall be required absent extenuating circumstances.

I. Loyalty Benefit

Effective July 1, 2025, any substitute who has completed more than ten (10) consecutive years and work a minimum of thirty (30) days per school year, shall be eligible to receive a one-time loyalty stipend in the last pay of the school year. Members will be required to notify the Human Resources department when they have met the requirements for this loyalty benefit and submit such a request on a prescribed form for verification by the Human Resources department. Forms must be submitted no later than June 1st, with payment occurring no later than June 30th of the school year. In no event shall an employee be entitled to retroactive payment for failure to submit timely for reimbursement.

ARTICLE V

Grievance Procedure

A. Definitions

As used herein:

1. "Employee" means any person who is covered by this Agreement

2. "Grievance" means a claimed violation, misinterpretation or unfair application of any provisions of this agreement.

3. "Days" means calendar days, except Saturdays, Sundays and legal holidays which are to be excluded in computing time within which notice is to be given or action taken in accordance with the provisions claimed herein.

B. No reprisal

There shall be no reprisal or discrimination against an employee or group of employees who institute a grievance or on whose behalf the Association has instituted a grievance, or who may participate as

witnesses or otherwise in the processing of a grievance.

C. Waiver of Time Limits

The several time limits herein provided for the several stages of the grievance procedure may be waived by the written agreement of all parties to a grievance proceeding.

D. Access to Information

The Substitute Teachers' Chapter representatives selected to process a grievance shall have access to that information accessible pursuant to the Freedom of Information Act in the processing of the grievance.

E. Right to Proceed

Failure of the responsible school officer at any step of this procedure to communicate the decision in a grievance stage within the specified time limits shall act to permit the aggrieved party to proceed to the next stage within the specific time limits provided by the contract.

F. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and have the grievance adjusted, provided that the is not inconsistent with the terms of this Agreement.

G. Initiation of Grievance - Not later than thirty (30) days after the occurrence which gave rise to the grievance, the employee, group of employees or the Substitute Teachers' Chapter shall submit the written grievance at Stage I to the Principal of the building in which the grievance arose.

2. Stage I shall be omitted, and the grievance may be initiated at Stage 2 in the event the grievance is of general nature or does not arise out of a specific occurrence in any one school building.

3. An employee, group of employees or the Substitute Teachers' Chapter may initiate a grievance at Stage I, but in the event a grievance initiated by an employee or group of employees is not satisfactorily resolved at Stage I, the Substitute Teachers' Chapter shall be permitted to proceed to Stage 2 or beyond.

Stage 1:

4. The building principal shall, after discussing the grievance with grievant and the Substitute Teachers' Chapter representative, render a written decision no later than seven (7) days after the presentation of the grievance. Copies of the Stage I decision shall be forwarded to the grievant and the Substitute Teachers' Chapter.

5. In the event the Substitute Teachers' Chapter is not in agreement with the decision at Stage I, the Substitute Teachers' Chapter may proceed to Stage 2.

Stage 2:

6. Within seven (7) days of receipt of the building principal's decision, the Substitute Teachers' Chapter may appeal the decision in writing to the Superintendent. The Superintendent or his designee shall, within five (5) days of receipt of the appeal hold a discussion on the grievance with the Substitute Teachers' Chapter and shall, within ten (10) days of the close of the hearing, render a decision on the matter.

7. The Substitute Teachers' Chapter, if it is not in agreement with the decision at Stage 2, shall the Superintendent in writing of its intent to proceed to arbitration. Such notice by the Substitute Teachers' Chapter shall be made not later than ten (10) days following the receipt of the Stage 2 decision.

Stage 3:

8. The arbitrator shall be selected pursuant to the Voluntary Labor Arbitration Rules of the America Association.

9. The arbitrator shall be without power or authority to alter or change any provision of this Agreement or add thereto, nor may the Arbitrator make any recommendations, which require the commission of an act prohibited by law or which violates the terms of this Agreement.

10. The award of the arbitrator shall be final and binding upon the Board and the Substitute Teachers' Chapter.

11. The costs and expenses of the arbitrator shall be shared equally by the Board and the Substitute Teachers' Chapter of the Brewster Teachers' Association. All costs incurred in preparing the arbitration, including witness costs, shall be borne by the party incurring them.

ARTICLE VI

Legislative Authority

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 funds thereof shall not become effective until the appropriate legislative body has given approval.

ARTICLE VII

Duration of Agreement

This contract shall be effective as of July 1, 2025 through June 30, 2029, and continues in full force and effect thereafter until such time as it may be modified by mutual agreement.

ARTICLE VIII

Other

A. The Chapter shall have all rights and privileges as part of the BTA pertaining to the use of any buildings, bulletin boards, membership lists, and so forth.

B. The Chapter shall be given a mailbox in the school to be accessed by the Chapters' Executive Committee. The Association shall have the right to use the teacher mailboxes for distribution of material with prior permission from the building principal.

C. The District shall reimburse teachers who without fault on their part suffer any loss, damage, or destruction of clothing and/or accessories such as eyeglasses, watches, or personal adornments, while (both) in the performance of their duties and as result of the performance of their duties. Claim for such loss shall be submitted within thirty (30) days of the loss, unless such loss is covered by insurance or reimbursement is obtainable from other sources. However, this shall not apply to other personal property used in the performance of duties unless permission for its use is secured in advance from the building principal.

D. The assignment and recall of substitute teachers is based solely upon the discretion of the superintendent of schools and/or his or her designee.

E. Certified substitute teachers who express an interest by applying on OLAS for an open long term substitution position will be given consideration and will be interviewed by the appropriate building staff.

F. The District has the authority on a case -by- case basis when approved by the Substitute Teachers' Chapter of the Brewster Teachers' Association to negotiate beyond the prov1S1ons of the substitute contract when individual situations necessitate qualifications that are above those of a per diem substitute. These situations would be reviewed, prior to negotiations, with the Substitute Teachers' Chapter of BTA leadership, and would be limited to substitute openings requiring successful experience in areas such as, but not limited to, Advanced Placement, Regents, ESL or SUPA courses.

G. Any per diem substitute teacher who has a reasonable assurance of continuing employment from the District shall be entitled to enroll in the District's health insurance plan ("Plan") provided the plan allows for such participation. All associated costs with such enrollment, including 100% of the premium shall be borne solely by the substitute teacher. The substitute must pay to the District's business office: the monthly premium amount owed at the time of the substitute teacher's enrollment in the plan; and subsequently, the amount of the monthly premium to be paid in advance of each preceding month thereafter. The amount of the premium shall be calculated by the District. The District shall provide each substitute teacher with a written notice of this benefit and the unit member shall acknowledge receipt of the same. Further, the substitute teacher's participation in such plan is contingent on satisfactory compliance to the District's and/or the District's health insurance plan rules and procedures to participate in the plan, including the timely payment of the premium for the plan selected by the substitute teacher.

H. A substitute teacher shall be afforded the right to bring a union representative to an investigative interview when he/she is the target of the investigation.

G. The District shall have the discretion to institute a time-keeping mechanism to document a unit member's arrival time and departure time for payroll purposes.

Board of Education
Brewster Central School District

By: _____ 8/28/25
Dr. Michelle Gosh — Date
Superintendent of Schools

Brewster Teacher's Association

By: _____ 8/27/2025
Paul George — Date
President of the BTA

By: _____ 8/27/2025
Larry Maslak — Date
Chapter Leader