

**AGREEMENT BETWEEN THE  
AVON BOARD OF EDUCATION  
AND  
DIRECTOR OF NUTRITION SERVICES**

**July 1, 2019 – June 30, 2020**

It is hereby agreed by and between the Board of Education of the Town of Avon (hereinafter called the "Board") and Margaret Dreher (hereinafter called the "Director of Nutrition Services") that the said Board does hereby agree to the employment of said Margaret Dreher, for the period from July 1, 2019 through June 30, 2020.

Both parties agree that said employee shall perform the duties of the Director of Nutrition Services in and for the public schools in the districts of Avon, Canton, Litchfield and Regional School District #10, organized under a shared service agreement pursuant to the provisions of Section 10-239k of the Connecticut General Statutes and as prescribed by the law of the State of Connecticut and by the rules, policies, and regulations made there under by the Board.

**COMPENSATION:** 2019-2020 \$115,919.00

**CONDITIONS:**

1. Compensation shall be paid in equal by-weekly installments.
2. This agreement may be terminated at any time for good cause. Upon request made within five days of receipt of the notice of termination, the Director of Nutrition Services shall be entitled to a statement of the reason for such termination. The Director of Nutrition Services shall, upon written request, filed with the Board within ten days of receipt of such statement, be entitled to a hearing before the Board to be held at the next regularly scheduled Board meeting. Following any such hearing, the Board shall reconsider its action and shall notify the Director of Nutrition Services in writing of its decision. If the Director of Nutrition Services chooses to be accompanied by legal counsel at the hearing, she will assume the cost of legal expenses.
3. The Director of Nutrition Services must give an advanced notice of sixty (60) days to the Director of Fiscal Affairs and Superintendent of Schools.
4. If the Director of Nutrition Services has a complaint or concern she may follow the procedure detailed in Board Policy #2000.
5. An evaluation of job performance will be completed by the Avon Director of Fiscal Affairs, the Canton Assistant to the Superintendent for Financial Affairs, the Litchfield Director of Business Operations and the Region #10 Director of Finance and Operations on or before June 30 of each year.
6. The annual evaluation of the Director of Nutrition Services will correspond to the approved job description for the position of Director of Nutrition Services.
7. In the event of separation from employment or in the event of death, the Director of Nutrition Services shall receive any accrued salary and vacation days. The Board is not obligated to pay for any/all accumulated sick leave days.
8. Arbitration by American Dispute Resolution Center. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Employment Arbitration Rules of the American Dispute Resolution Center, Inc. by a single arbitrator, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the English language in Hartford County, Connecticut. The Parties shall be responsible for payment of their own legal fees.
9. The Board may require a satisfactory physical examination on an annual basis.
10. Benefits associated with the position of Director of Nutrition Services are listed in ATTACHMENT A – STATEMENT OF BENEFITS.

**ATTACHMENT "A"**

**DIRECTOR OF NUTRITION SERVICES  
STATEMENT OF BENEFITS**

1. **VACATION DAYS:** 25 days annually subject to the approval by the Director of Fiscal Affairs. Requests shall be made a minimum of forty-eight (48) hours in advance recognizing that emergencies may occur that would impact the request period. A maximum of 10 days may be carried over to the next year with approval from the Director of Fiscal Affairs.
2. **WORK SCHEDULE:** The work year shall be twelve (12) months.
3. **HOLIDAYS:** 13
 

New Year's Day	Martin Luther King Day	Presidents' Day
Good Friday	Memorial Day	Independence Day
Labor Day	Columbus Day	Veterans' Day* (Floating Holiday)
Thanksgiving Day	Day after Thanksgiving	Christmas Day
Day after Christmas		
4. **SICK DAYS:** 15
  - a. Earned as one day and one quarter for each month of continuous service.
  - b. Unused sick leave will not accumulate beyond 180 days.
  - c. In the event of extreme hardship, the Board, with the Superintendent's recommendation, may grant up to thirty (30) days of additional sick time.
  - d. In the event of an absence for illness in excess of three (3) or more consecutive days, the Director of Fiscal Affairs may request the filing of a doctor's certificate, or if the Director of Fiscal Affairs believes there is an abuse of the sick leave, may require examination by a licensed physician selected by the Superintendent.
5. **PERSONAL DAYS:** 5 days with prior approval of the Director of Fiscal Affairs where absence from work is necessary and unavoidable. Requests shall be made a minimum of forty-eight (48) hours in advance recognizing that emergencies may occur that would impact the request period.
6. **BEREAVEMENT DAYS:** 5 days for the death of a spouse, parent, in-laws or child, 4 days for death of a grandparent, brother, or sister and 1 day for an aunt or uncle.
7. **HEALTH INSURANCE:** HDHP/HSA (or other plan as determined by the Board)
  - a. Employee contribution: 19%
  - b. Board of Ed. contribution to the HSA account, 50% of the applicable deductible
  - c. BOE contribution to be split into two equal installments and to be deposited July 2019 & January 2020

The HSA shall have the following structure:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2000/4000	
Co-insurance	0% after deductible	20% co-insurance after deductible, subject to co-insurance limits
Co-insurance Maximum (Individual/Aggregate Family)	\$3,000/6,000 (Out of network Coinsurance and In-network post deductible RX copays)	
Cost Share Maximum (Individual/Aggregate Family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible waived	N/A
Prescription Drug Coverage	Treated as any other medical expense, Subject to deductible,	20% co-insurance after deductible, subject to co-

	once deductible is met, then \$5/20/35 copay per prescription	insurance limits
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8. **DENTAL INSURANCE:** MetLife Dental (or other plan as determined by the Board)
  - a. Employee contribution: 19%
9. **TERM LIFE INSURANCE:** Two (2) times basic annual salary paid by the Board, not to exceed \$250,000. The Director of Nutrition Services will be provided an option to purchase up to \$75,000 at his/her own expense.
10. **PENSION:** The Board of Education will contribute 7% of his/her annual salary to a designed tax sheltered annuity.
11. **PROFESSIONAL DEVELOPMENT:** Subject to budget appropriations and the approval of the Director of Fiscal Affairs, the Director of Nutrition Services may attend appropriate professional training programs.
12. **JURY DUTY:** In the event the Director of Nutrition Services is called to jury duty, she shall be granted the difference between jury pay and her regular salary. Time lost for jury duty shall not be charged against sick leave or vacation leave.
13. **WORKERS' COMPENSATION:** Shall be granted as paid leave due to absence from duty caused by an accident, illness, or injury that occurred while the Director of Nutrition Services was engaged in the performance of her duties, and is authorized by the Workers' Compensation Commissioner. The Board shall provide Workers' Compensation insurance, which pays the employee a percentage of her salary, or average earning during the period of disability. When the absence under this employment contract is covered by Workers' Compensation, the Director of Nutrition Services shall also be entitled to partial sick leave payment on a prorated basis, but combined benefits shall not exceed the employee's regular net weekly wages. The deduction of days from accumulated sick leave of the employee receiving benefits under Workers' Compensation shall be equivalent in percentage to that prior to the employee's regular salary not covered by Workers' Compensation payments through the term of coverage by Workers' Compensation.

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*(signature on file)*  
 Margaret Dreher  
 Director of Nutrition Services

Date 6/20/19

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*(signature on file)*  
 Dr. B. Heston Carnemolla  
 Superintendent of Schools

Date 27 June 19