

**PROFESSIONAL AGREEMENT
Director of Food Services**

PREAMBLE

- A. THIS AGREEMENT IS MADE AND ENTERED INTO this ___ day of ___ 2018 by and between the Superintendent of Schools for the Regional Supervision District, the Regional School District No. 4 Board of Education, the Chester Board of Education, the Deep River Board of Education, and the Essex Board of Education (hereinafter referred to as the "District" or the "Member Boards"), serving as chief executive officer of the Boards, located within the State of Connecticut (hereinafter referred to as the "Superintendent"); and Mr. Thomas Peterlik (hereinafter referred to as the "Director of Food Services").
- B. The Superintendent has agreed to employ a Director of Food Services under the provisions of the Agreement Governing the No. 4 Regional School District, and under the terms of this Agreement.
- C. In accordance with the provisions of this Agreement the Superintendent does hereby employ Mr. Thomas Peterlik as the Director of Food Services, and Mr. Thomas Peterlik does hereby accept employment as the Director of Food Services under the terms and conditions hereinafter set forth in this Agreement.

ARTICLE I: DUTIES

- A. The Director of Food Services will be responsible for performing duties outlined in the job description for the Director of Food Services and such other duties as may be assigned by the Superintendent of Schools.

ARTICLE II: TERM

- A. This Agreement shall become effective July 1, 2018 and shall remain in effect through and including June 30, 2019. Anything in this paragraph to the contrary notwithstanding, the provisions of the section of this Agreement entitled "Termination of Agreement" shall take precedence and the Director of Food Services' employment may be terminated at any time during the term of this Agreement under the provisions of such section. Effective upon signing, this Agreement shall supersede any and all prior contracts and/or other agreements between the District and the Director of Food Services, and all of such prior contracts and/or agreements shall be rendered null and void effective on such date.

ARTICLE III: COMPENSATION

- A. The annual salary of the Director of Food Services for the 2018-2019 fiscal year shall be seventy three thousand eight hundred and twenty eight dollars (\$73,828). Salary payments as set forth in this Agreement shall be pro-rated for partial years of service as Director of Food Services and shall be payable in biweekly equal installments.

ARTICLE IV: FRINGE BENEFITS AND WORKING CONDITIONS

A. PERSONAL DAYS

1. The Director of Food Services shall be allowed five (5) days leave per year, non-cumulative, with no pay deductions for any one of the following reasons:
 - a. Death or illness in the immediate family
 - b. Religious requirement
 - c. Legal requirements
 - d. Birth of a child by family member (3-day maximum)
 - e. College graduation of the Director of Food Services or immediate family.
2. Immediate family consists of wife, husband, father, mother, grandparents, grandchildren, brother, sister, father-in-law, mother-in-law, son, daughter, son-in-law, and daughter-in-law.
3. Upon request the Superintendent may grant additional days leave for any reason she believes meritorious in addition to those listed in Paragraphs 1 and 2 above.

B. SICK LEAVE

1. In the event of personal illness or injury, the Director of Food Services may take leave with pay, up to twelve and one-half (12.50) days per year, which shall vest upon the beginning of the term hereof.
2. Unused sick leave shall be accumulated from year to year to a maximum of one hundred ninety-eight (198) days. Upon retirement or death, the Director of Food Services or his estate will receive an amount equal to the value of the cumulative sick days, such amount not to exceed one thousand, five hundred dollars (\$1,500.00) based on the following:
 - a. To qualify, the Director of Food Services must have a minimum of eight (8) years of service in the District.
 - b. There shall be no payment for the first one hundred fifty (150) days of cumulative sick leave.

- c. Cumulative sick days above one hundred fifty (150) shall be compensated for forty dollars (\$40.00) per day up to the maximum one thousand, five hundred dollars (\$1,500.00) set forth above.
3. The Director of Food Services shall be notified of sick leave accumulation by September 15th of each year.
4. If the Director of Food Services exhausts his accumulated sick leave, he shall be entitled to a supplemental bank of sixty (60) days sick leave, effective with date of hire. Use of such days by the Director of Food Services shall require the prior approval of the Superintendent, and the Director of Food Services must present reasonable evidence of illness to the Superintendent at the time he requests approval for the use of such leave.

C. ANNUAL ADMINISTRATIVE WORK SCHEDULE

1. The Director of Food Services shall work a twelve month schedule, from July 1st through June 30th, and his working days will total two hundred (200) days. It is expected that the Director of Food Services shall work each day that school is in session for the school districts which he serves, except as provided by the terms of this Agreement.
2. Holidays. The Director of Food Services shall be entitled to paid holidays on the days designated as holidays by the District.

D. INSURANCE BENEFITS

1. Health Insurance: On behalf of himself and any eligible dependents, the Director of Food Services may elect to participate in the District's HSA plan. If the Director of Food Services elects coverage through the HSA Plan, if such plan is offered to employees, the District shall pay eighty-one (81%) of the premium costs for such coverage for the 2018-2019 fiscal year, and the Director of Food Services shall pay nineteen percent (19%). The annual deductible for the HSA plan shall be \$2,000 for an individual, and \$4,000 for a family. The District shall contribute 50% of the amount of the applicable HSA deductible amount. Any portion of premiums for such insurance for which the Director of Food Services is responsible shall be paid by the Director of Food Services through payroll deduction. The complete details of the HSA plan design may be viewed in the current Administrators' bargaining unit contract.
2. Dental and Vision Care Insurance: On behalf of himself and any eligible dependents, the Director of Food Services may elect to obtain dental and/or vision care insurance through any one of the vision care and/or dental insurance plans provided for employees of the District and the Member Boards, subject to the employee contribution rates applicable to the HSA plan.

3. Life Insurance: The District will provide the Director of Food Services with group term life insurance coverage in the amount of two times the Director of Food Services' base salary, as set forth above, subject to the eligibility requirements of the carrier(s). The District shall pay ninety-five percent (95%) of the premium costs for such coverage, with the remainder of such premium costs to be paid by the Director of Food Services. The Director of Food Services may elect to waive this provision and have the District's contribution for life insurance apply to a whole life or annuity policy as designated by the Director of Food Services in writing on an annual basis.

E. **BEREAVEMENT LEAVE**

1. The Director of Food Services shall be allowed up to three (3) days leave per year, non-cumulative, for purposes of attending a funeral in cases of death in the immediate family. Extension of leave may be granted at the discretion of the Superintendent.
2. Immediate family consists of wife, husband, father, mother, grandparents, grandchildren, brother, sister, father-in-law, mother-in-law, son, daughter, son-in-law, and daughter-in-law.

ARTICLE V: EVALUATION

- A. In accordance with the procedures set forth below, the Superintendent shall evaluate and assess in writing the performance of the Director of Food Services at least annually during the term of this agreement. Such evaluation and assessment shall be reasonably related to the goals and objectives for the Director of Food Services for the year in question.
- B. Goals and Objectives. It is the intention of the Superintendent to work cooperatively to develop goals and objectives for the Director of Food Services. Prior to August 1st of the school year, the Director of Food Services will develop goals and objectives for the coming school year for the Superintendent's review and approval.

ARTICLE VI: TERMINATION OF AGREEMENT

- A. The Superintendent and the Director of Food Services recognize and agree that the Regional School District No. 4 Board of Education is the Director of Food Services employer under the provisions of this Agreement.

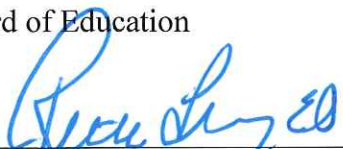
- B. The Superintendent serving as chief executive officer of the Boards and the Director of Food Services may, by mutual consent, terminate the Agreement at any time. The Superintendent serving as chief executive officer of the Board may also unilaterally terminate this Agreement, without thirty (30) days' notice, with termination effective the commencement of any contract with a newly appointed Director of Food Services.
- C. Either party may terminate this Agreement for any reason upon prior written notice of thirty (30) days to the other party. If the Director of Food Services elects to terminate this Agreement, he shall send such notice to the Superintendent of Schools.
- D. The Superintendent, on the Boards' behalf, may terminate the Agreement immediately, if, in her sole judgment, the services rendered by the Director of Food Services are not performed with the degree of skill and care consistent with industry standards, or are not performed in compliance with all statutes, acts, ordinances, laws, rules, regulations, codes and standards.

ARTICLE VII: GENERAL PROVISIONS

- A. If any part in this Agreement is determined by a court of final authority to be invalid, that portion shall be severed from the Agreement, and the remainder of the Agreement shall remain in full force and effect.
- B. The Director of Food Services is an employee of the Regional School District No. 4 Board of Education for the purposes appointment, compensation, and fringe benefits.
- C. This Agreement contains the entire agreement of the parties. It may not be amended orally but may be amended only by an agreement in writing, signed by both parties. In the case of any conflict between the terms of this Agreement and the terms of the Agreement Governing the No. 4 Regional School District (as may be amended from time to time), the terms of this Agreement shall prevail, unless otherwise agreed expressly in writing by the Superintendent serving as chief executive officer of the Member Boards and the Director of Food Services.
- D. Notices to the District, as required herein, shall be sent to the Superintendent of Schools and notices to the Director of Food Services shall be sent to him at his home address.
- E. This agreement is being executed on behalf of the Boards by Dr. Ruth Levy, Superintendent of Schools serving as chief executive officer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their proper officers, hereunto duly authorized.

Regional Supervision District
Regional School District 4
Chester Board of Education
Deep River Board of Education
Essex Board of Education

BY: 
Dr. Ruth Levy, Superintendent of Schools

Date: 10/15/18

BY: 
Thomas Peterlik, Director of Food Services

Date: 9/28/18