

## **EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT is made as of the 26th day of April 2023 by and between the Thomaston Public Schools (hereinafter "Thomaston") and Lisa Lavoie (hereinafter "Ms. Lavoie").

WHEREAS, Thomaston desires to employ Ms. Lavoie as the Board Certified Behavioral Analyst (hereinafter "BCBA") and Ms. Lavoie desires to accept such employment, upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

### **1. EMPLOYMENT:**

Thomaston hereby employs Ms. Lavoie as the BCBA and Ms. Lavoie accepts such employment pursuant to the terms and conditions set forth in this Agreement.

### **2. TERM OF AGREEMENT/EMPLOYMENT:**

This Agreement shall commence on July 1, 2023 and expire on June 30, 2028. The parties agree that in the event Thomaston does not advise Ms. Lavoie, in writing, by May 1, 2028 that her employment with Thomaston is being continued, this Agreement and Ms. Lavoie's employment with Thomaston will terminate as of June 30, 2028.

No later than May 1<sup>st</sup> of each year of this Agreement, Ms. Lavoie shall notify, if she so desires, the Superintendent of Schools (hereinafter the "Superintendent") that she is requesting Thomaston to consider a new Agreement in lieu of this Agreement. If the request is received by the Superintendent on or before May 1<sup>st</sup>, prior to June 8<sup>th</sup> of the applicable year of this Agreement, the Superintendent will decide whether to offer Ms. Lavoie a new Agreement in lieu of this Agreement.

### **3. DUTIES:**

Ms. Lavoie shall perform the customary duties associated with the position of BCBA. Ms. Lavoie shall use her best efforts in the performance of her work under this Agreement.

As the BCBA, Ms. Lavoie shall not be eligible for overtime since she is exempt from

overtime under the FLSA. During the school year, Ms. Lavoie shall normally work seven hours (7) and fifteen (15) minutes per school day, Monday through Friday with her hours of work established by agreement between Ms. Lavoie and the Superintendent of Schools (hereinafter the "Superintendent").

During each summer recess occurring during this contract, Ms. Lavoie shall normally work five (5) days of four (4) hours during summer school established by agreement between Ms. Lavoie and the Superintendent of Schools (hereinafter the "Superintendent"). Additionally, as part of her duties and responsibilities, Ms. Lavoie shall be required to attend regularly scheduled teacher meetings occurring outside of her work hours during each school year when deemed appropriate. Such dates and times will be provided to Ms. Lavoie by the Director of Pupil Personnel Services and/or the Director of Curriculum, Instruction and Assessment.

**4. COMPENSATION AND BENEFITS:**

For services rendered under this Agreement, unless otherwise specified, Thomaston shall provide the following to Ms. Lavoie:

(a) The base annual salary for the July 1, 2023 through June 30, 2024 school year is eighty-six thousand seven hundred eight dollars (\$86,708) paid on a biweekly basis. The base annual salary for the July 1, 2024 through June 30, 2025 school year is ninety-one thousand forty-three dollars (\$91,043) paid on a biweekly basis. The base annual salary for the July 1, 2025 through June 30, 2026 is ninety-five thousand five hundred ninety-six dollars (\$95,596) paid on a bi-weekly basis. The base annual salary for the July 1, 2026 through June 30, 2027 is one hundred thousand three-hundred seventy-six dollars (\$100,376) paid on a bi-weekly basis. The base annual salary for the July 1, 2027 through June 30, 2028 is one hundred five thousand three hundred ninety-five dollars (\$105,395).

As part of Ms. Lavoie's weekly remuneration, she shall be paid for any holidays that the Superintendent's office is closed in observance of the holiday (including the December and April school recesses).

(b) Annual paid sick days, personal days, funeral leave, health and dental insurance

(with the applicable premium share contributions) in accordance with the collective bargaining agreement between the Thomaston Board of Education and the Thomaston Education Association.

(c) Payment for attendance at two (2) full day continuing education conferences each school year, approved in advance by the Superintendent, in order to remain in compliance with the requirements of the Behavior Analyst Certification Board. Ms. Lavoie shall receive her regular remuneration while attending such continuing education conferences.

(d) Thomaston will match up to six percent (6%) of Ms. Lavoie's base salary (as set forth under paragraph 4 (a) above) in each year of this Agreement toward the 403(b) plan offered by the Town of Thomaston employees. If Ms. Lavoie contributes less than six percent (6%) of her base salary in any year of this Agreement, Thomaston's match will equal the percentage Ms. Lavoie contributes for such year.

#### **5. TERMINATION:**

(a) **Termination for Cause.** In the event Ms. Lavoie is discharged for "Cause" (defined below) by Thomaston, such termination shall be effective immediately. Notice of termination shall be provided to Ms. Lavoie in writing by Thomaston. "Cause" shall be defined as: (i) any act or omission that constitutes a breach by Ms. Lavoie of any of her duties and responsibilities as the BCBA; (ii) the continued and repeated failure or refusal by Ms. Lavoie to perform the duties required of her in a satisfactory manner as determined by the Superintendent; (iii) any violation by Ms. Lavoie of any law or regulation or Mr. Lavoie's conviction of a felony, or any perpetration by Ms. Lavoie of a common law fraud; or (iv) any other misconduct by Ms. Lavoie which is injurious to the financial condition or reputation of, or is otherwise injurious to Thomaston. If Ms. Lavoie is terminated for cause by Thomaston, Ms. Lavoie shall not receive pay for any unused sick days or personal days.

(b) **Termination Without Cause.** Either party may terminate this Agreement for any reason provided that if terminated without cause by Thomaston, Thomaston shall provide thirty (30) days advance written notice to Ms. Lavoie.

#### **6. INVALID PROVISIONS:**

The invalidity or unenforceability of any particular provision of this Agreement shall not effect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**7. SURVIVORSHIP**

Any obligation of this Agreement, which, by its nature, must be performed following termination of this Agreement, shall be deemed to survive such termination.

**8. RESOLUTION OF DISPUTES:**

Any differences, claims, or matters in dispute arising between Thomaston and Ms. Lavoie out of, or connected with, this Agreement shall be submitted by Ms. Lavoie to arbitration with the American Arbitration Association.

**9. ATTORNEY'S FEES:**

In the event that any action is filed in relation to this Agreement, the parties agree that neither party shall be responsible for the payment of the other parties' attorney's fees.

**10. CONSTRUCTION:**

This Agreement shall be construed according to the laws of the State of Connecticut.

**11. ENTIRE AGREEMENT:**

This Agreement constitutes the entire Agreement between Thomaston and Ms. Lavoie with respect to the subject matter specifically referenced herein. No modification or amendment of this Agreement shall be binding unless said modification or amendment specifically references this Agreement and is in writing and signed by the parties hereto.

**12. PARAGRAPH HEADINGS:**

The titles to the paragraphs in this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.


**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on

**April 27, 2023**

**WITNESS:**

**THOMASTON PUBLIC SCHOOLS**

  
Michelina Stanley

  
By: \_\_\_\_\_  
Francine Coss  
Superintendent of Schools

**WITNESS:**

  
Michelina Stanley

  
\_\_\_\_\_  
Lisa Lavoie