

EMPLOYMENT AGREEMENT
BETWEEN THE THOMASTON BOARD OF EDUCATION AND
THE HUMAN RESOURCES GENERALIST
July 1, 2023 THROUGH JUNE 30, 2026

This Employment Agreement (hereinafter "Agreement") is made by and between the Thomaston Board of Education (hereinafter the "Board") and Ms. Kristen DiVenere (hereinafter "Ms. DiVenere").

WHEREAS, the Board desires to employ Ms. DiVenere as the Human Resources Generalist and Ms. DiVenere 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

The Board hereby employs Ms. DiVenere as the Human Resources Generalist and Ms. DiVenere 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, 2026 and is in lieu of any existing Employment Agreement between the Board and EdAdvance. The parties agree that if either the Board or Ms. DiVenere do not agree to either extend this Agreement beyond June 30, 2026 or do not negotiate a successor agreement, Ms. DiVenere's employment with the Board shall terminate effective on June 30, 2026.

3. WORK SCHEDULE

Ms. DiVenere's work year shall be in accordance with the work year for the Board's Central Office staff established by the Superintendent of Schools.

Ms. DiVenere shall work an eight (8) hour workday inclusive of a one-half (1/2) hour paid lunch break, three (3) days per week, resulting in a twenty-four (24) hour work week, subject to vacation time and other forms of leave set forth herein.

Ms. DiVenere's regular work hours (and any adjustments to her regular work hours) shall be determined by the Superintendent of Schools. On days the Board has a scheduled

meeting (regular, special or emergency meeting) and Ms. DiVenere is required to attend, Ms. DiVenere may report to work at a later start time than her normal reporting time either on the day of the meeting or the following day. The reporting time and the specific day will be by mutual agreement between Ms. DiVenere and the Superintendent of Schools.

Additionally, if Ms. DiVenere is required to report to work at her regular reporting time on the same day as a Board meeting (regular, special or emergency meeting), and Ms. DiVenere works her regular work day and continues to work through the end of the Board meeting without interruption, by agreement with the Superintendent of Schools, she may work a reduced work day (or reduced work days) later during the same work week equal to the number of additional hours she worked on the day of the Board meeting.

4. COMPENSATION AND BENEFITS

A. Wages

For services rendered under this Agreement, unless otherwise specified, for the period from July 1, 2023 through June 30, 2024, Ms. DiVenere's base salary shall be sixty-five thousand one hundred dollars (\$65,100.00). For the period from July 1, 2024 through June 30, 2025, Ms. DiVenere's base salary shall be sixty-eight thousand three hundred fifty-five dollars (\$68,355.00). For the period from July 1, 2025 through June 30, 2026, Ms. DiVenere's base salary shall be seventy-one thousand seven hundred seventy-three dollars (\$71,773.00).

Ms. DiVenere shall be paid in installments payable bi-weekly and subject to required deductions for social security, state and federal withholdings, Medicare, Town Retirement Plan payments and other agreed to deductions, which Ms. DiVenere authorizes, in writing.

Ms. DiVenere may, with prior approval from the Superintendent of Schools, perform her duties and responsibilities as Human Resources Generalist from home, on an as needed basis.

B. Health Insurance

Effective upon Ms. DiVenere's commencement of employment with the Board as the Human Resources Generalist, the Board shall provide the following health and dental benefits:

- i. The health insurance policy shall be a high deductible health plan (HDHP).

During the period from July 1, 2023 and ending June 30, 2026, in each year of this Agreement, the Board shall pay for eighty-five percent (85%) of the premium cost of the HDHP, and Ms. DiVenere shall be responsible for paying the remaining fifteen percent (15%) of the premium cost.

During the period from July 1, 2023 and ending June 30, 2026, the HDHP shall have a:

- \$2,000 single and \$4,000 single plus one and family deductible for in network services.
- Prescription drugs are covered as part of the program and are subject to the deductible. Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions are subject to a managed three tier drug rider with copays of \$5.00 generic/\$20.00 brand name/\$35.00 non-formulary brand name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply). Out of network services will be subject to an 80% plan/20% member coinsurance to a combined in-and-out-of-network coinsurance maximum of \$2,000 for the individual and \$4,000 for the family, for a combined in-and-out-of-network out-of-pocket maximum of \$4,000 for the individual and \$8,000 for the family.

As part of Ms. DiVenere's enrollment in the HDHP, the Board shall provide Ms. DiVenere a Health Savings Account (HSA) to defray deductible expenses. In each year of this Agreement (July 1, 2023 through June 30, 2026), the Board shall contribute the equivalent of fifty percent (50%) of the HDHPs applicable deductible into the HSA.

Any contribution by Ms. DiVenere to her HSA shall either be, at Ms. DiVenere's option, via payroll deduction or contributed directly by Ms. DiVenere into her HSA. An HSA is not health insurance, it is a bank account. The parties acknowledge that the Board's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductibles shall be funded for active employees.

- ii. The dental insurance policy provided by the Board shall be the same offered to AFSCME represented employees of the Board. In each year of this Agreement (July 1, 2023 through June 30, 2026), the Board shall pay for eighty-five percent (85%) of the premium cost of the dental insurance policy, and Ms. DiVenere shall be responsible for paying the remaining fifteen percent (15%) of the premium cost.
- iii. The Board and Ms. DiVenere agree that the plan design for health insurance and dental insurance are subject to change effective on July 1st of each year of this Agreement. Additionally, Ms. DiVenere's premium share contribution and the Board's contribution toward Ms. DiVenere's HSA are subject to change as part of any successor Agreement between the Board and Ms. DiVenere.
- iv. The Board may change or substitute insurance carriers or plan designs during the term of this Agreement for the above-referenced insurance benefit programs.
- v. If Ms. DiVenere waives medical and dental insurance, Ms. DiVenere shall be entitled to an annual salary increase of five thousand one hundred dollars (\$5,100.00) (prorated if the waiver is elected at a time that does not coincide with the commencement date of any year of this Agreement (a date other than July 1st)).

C. Vacation Leave

Ms. DiVenere shall be provided with ten (10) days of paid vacation leave in each year of this Agreement.

Except as set forth herein, vacation leave shall not be cumulative and must be used during the applicable Agreement year that it is provided to Ms. DiVenere.

By agreement with the Superintendent, at the end of each year of this Agreement, Ms. DiVenere may: (a) be paid for any vacation days not used during the Agreement year; (b) carry-over days to the subsequent Agreement year; or (c) a combination of being paid and a carry-over of days not used during an Agreement year.

If Ms. DiVenere terminates her employment with the Board under this Agreement, payment for vacation time not used during that Agreement year shall be

made to Ms. DiVenere on a pro-rata basis. In the event of the death of Ms. DiVenere, her spouse and/or children, if any, shall receive her pro-rata vacation pay.

D. Sick Leave

On July 1st of each year of this Agreement, Ms. DiVenere will be credited with ten (10) sick days cumulative to one hundred (100) days. Any unused accumulated sick days shall, upon termination of this Agreement, be reimbursed at a per diem rate to a maximum of ninety (90) days.

The provision and use of sick leave by Ms. DiVenere shall comply with the sick leave policies of the Board.

E. Personal Leave

Ms. DiVenere will be provided with five (5) days of paid personal leave in each year of this Agreement.

Personal days shall be for personal obligations that cannot be undertaken outside of Ms. DiVenere's regular work hours. Personal leave shall not be cumulative and must be used during the Agreement year that it is provided to Ms. DiVenere.

F. Holidays

Ms. DiVenere shall be paid for the following holidays as part of her weekly remuneration. With the exception of an emergency, Ms. DiVenere shall not be required to work on the following paid holidays:

New Year's Day	Columbus Day (observed)
Martin Luther King Day	Veteran's Day (observed)
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day (observed)	Christmas Day
Juneteenth	Day before Christmas
Independence Day (observed)	Day after Christmas
Labor Day	

If school is held on any of the aforementioned holidays, if the Superintendent determines that Ms. DiVenere is required to report to work, she shall work on such day and receive a floating holiday in lieu of the worked holiday. Whenever any of the aforementioned holidays occur while Ms. DiVenere is out of work on sick leave, Ms. DiVenere shall not be charged the sick day.

Whenever a holiday occurs during Ms. DiVenere's vacation, Ms. DiVenere shall not be charged vacation time for that day.

G. Funeral Leave

A maximum of three (3) days special leave with pay shall be granted for death(s) in Ms. DiVenere's immediate family. Immediate family shall be defined to include spouse, brother, sister, child, step-child, grandchild, son-in-law, and daughter-in-law. Such special leave must encompass the date of the actual funeral, be for attendance at the funeral, and be taken on consecutive workdays. Consecutive workdays are defined as actual workdays and shall not encompass weekends or holidays if Ms. DiVenere is not scheduled to work on such days. Extension of special leave may be granted at the discretion of the Superintendent.

H. Pension Benefits

Ms. DiVenere shall be eligible to participate in the Board's retirement program, which consists of a 403(b) tax sheltered annuity designated by the Board. The Board will match Ms. DiVenere's contribution to such plan up to five percent (5%) of yearly salary.

I. Other Paid Leave

Ms. DiVenere shall be granted leave with pay for absences occurring during her scheduled workday for jury duty in accordance with applicable law.

Additionally, Ms. DiVenere may be granted leave with pay for any legally required appearance before court or other public body for up to two (2) days with pay upon the approval of the Superintendent of Schools.

Participation in conferences, official meetings, and/or training which will enhance Ms. DiVenere's value to the school system may also be approved by the Superintendent of Schools as paid days.

If absent from work due to an accident or injury which occurred in the performance of her duties, Ms. DiVenere shall be paid any amount received from workers' compensation with no supplemental payment from the Board and no charge against her sick time.

J. Term Life Insurance

The Board shall provide Ms. DiVenere with a term life insurance policy in the amount of fifty thousand dollars (\$50,000.00) while Ms. DiVenere is employed by the Board. This policy is convertible at Ms. DiVenere's expense at her time of retirement, if permitted by the insurance carrier.

K. Longevity Pay

If this Agreement is extended or a successor agreement is agreed to by the parties in acknowledgment of continuous years of employment with the Board, Ms. DiVenere shall receive a longevity payment in the amount of two hundred seventy-five dollars (\$275.00) after ten (10) years of service, three hundred-fifty dollars (\$350.00) after fifteen (15) years of service, four hundred dollars (\$400.00) after twenty (20) years of service or four hundred-fifty dollars (\$450.00) after twenty-five (25) years of service. Years of service shall be determined based on Ms. DiVenere's first day of actual employment with the Board (and shall include employment in positions held by Ms. DiVenere prior to commencing work for the Board as the Human Resources Generalist).

L. Miscellaneous Benefits

The Board shall reimburse Ms. DiVenere for the use of her automobile for Board business purposes at a mileage rate established by the Board, provided, such use is approved in advance by the Superintendent of Schools.

M. Unpaid Leave

At the Board's discretion, Ms. DiVenere may be granted a leave of absence without pay for a limited, definite period not to exceed the duration of this Agreement, for the following reasons:

- For health reasons, upon advice of a physician;
- For other personal reasons subject to the review, recommendation and approval of the Superintendent.

Application for such leave of absence must be made in writing stating the reason for the request and length of time desired. A leave of absence expires automatically on the date that such leave was provided through. If an extension is necessary, it must be approved by the Board.

Additionally, approved leave under the FMLA may be taken by Ms, DiVenere in accordance with federal law. During the period of approved leave under the FMLA, any credited sick days, vacation days and personal days will be used by Ms. DiVenere concurrently with her leave under the FMLA.

5. BOARD PROPERTY

Upon termination of this Agreement, Ms. DiVenere shall deliver all property (including keys, records, notes, data, memoranda, and equipment) to the Board that is in Ms. DiVenere's possession or under Ms. DiVenere's control, which is the Board's property or related to Board business.

6. BOARD RULES AND REGULATIONS

Ms. DiVenere agrees to comply with all of the rules and regulations of the Board.

7. INVALID PROVISION

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

8. 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.

9. RESOLUTION OF DISPUTES

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

10. ATTORNEY FEES

If 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.

11. CONSTRUCTION

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

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Board and Ms. DiVenere 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.

13. 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.

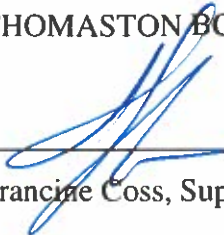
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last set forth below.



Kristen M. DiVenere

Date: 1/30/2023

THOMASTON BOARD OF EDUCATION



Francine Coss, Superintendent of Schools

Date: 1/30/2023