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EMPLOYMENT AGREEMENT

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.

WHEREAS this Agreement supersedes and replaces any and all previous employment agreements entered into by and between the Board and Ms. DiVenere, including, but not limited to, the employment agreement executed on June 18, 2024, and the addendum to that employment agreement executed on June 11, 2025, and all obligations thereunder.

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

The Board shall employ Ms. DiVenere as the Human Resources Generalist commencing on July 1, 2026 through December 31, 2026 (the "Term" of this Agreement), except as set forth below.

3. WORK SCHEDULE

Ms. DiVenere's work schedule 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 five (5) hours and twenty (20) minutes per day, three (3) days per week, resulting in a total of sixteen (16) hours per work week, subject to the provisions 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, or designee. Any request for adjustment to regular work hours made by Ms. DiVenere shall be made in writing and shall be subject to approval by the Superintendent of Schools, or designee. 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, or designee.

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, or designee, 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 Term of this Agreement, Ms. DiVenere shall be paid at a rate of $60.28 per hour.

Ms. DiVenere shall be paid in installments payable bi-weekly and subject to required deductions for social security, state and federal withholdings, Medicare 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

The Board shall provide the following health and dental benefits:

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

For the Term 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

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. During the Term of this Agreement, 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. During the Term of this Agreement, 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 may change or substitute insurance carriers or plan designs during the Term of this Agreement for the above-referenced insurance benefit programs.

C. **Sick Leave**

Ms. DiVenere will be entitled to four (4) sick days during the Term of this Agreement.

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

leave policies of the Board.

D. Holidays

Ms. DiVenere shall not be entitled to any paid holidays. With the exception of an emergency, Ms. DiVenere shall not be required to work on the following unpaid holidays:

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

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.

E. Pension Benefits

Ms. DiVenere shall continue to 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 during the term of this Agreement.

F. 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.

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.

G. **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.

H. Cellular Telephone and Other Device(s)

As part of the Human Resources Generalist's duties and responsibilities, the Human Resources Generalist is expected to be accessible to the Board. Consequently, except as set forth below, at the Human Resources Generalist's expense, the Human Resources Generalist is required to secure and maintain cellular telephone equipment, cellular voice services and data services, in part, to provide the Board with access to her. In lieu of the Human Resources Generalist using her own cellular telephone, the Human Resources Generalist may be provided with a Board provided cellular telephone (at the Human Resources Generalist's option) in order to fulfill the duties and responsibilities of the Human Resources Generalist.

If the Human Resources Generalist uses her cellular telephone in order to comply with this provision of the Agreement (and does not choose to use a Board provided cellular phone), she shall receive a stipend of sixty-two dollars ($62.00) per calendar month toward the cost of her cellular telephone equipment (prospectively from the signing of this Agreement). The stipend shall be withheld in the event that the Human Resources Generalist displays a pattern of inaccessibility. The stipend (or the Board provided phone) is afforded to the Human Resources Generalist since such equipment is required to be used by the Human Resources Generalist: (a) in order to remain accessible; and (b) to perform duties and responsibilities required of her position with the Board.

The Human Resource Generalist will be provided with a laptop, tablet or other Board issued device to enable her to perform the duties and responsibilities required of the position during work hours when she is required or authorized by the

Superintendent of Schools, or designee, to perform her job responsibilities other than at the Board's central office.

I. **Miscellaneous Benefits**

(a) The Board shall reimburse Ms. DiVenere for the use of her automobile for Board business purposes outside of regularly scheduled workdays at a mileage rate established by the Board, not to exceed the IRS standard mileage rate for the current year, provided, such use is requested in writing and approved in advance by the Superintendent of Schools.

5. **BOARD PROPERTY**

Upon termination of this Agreement, Ms. DiVenere shall deliver all property (including keys, records, notes, data, memoranda, cellular telephone(s), device(s) 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. This Agreement may be signed in counterparts.

DocuSigned by:
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Date: 7/28/2026

Kristen M. DiVenere

THOMASTON BOARD OF EDUCATION

Signed by:
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Date: 7/28/2026

Francine Coss, Superintendent of Schools

ADDENDUM TO EMPLOYMENT AGREEMENT

This Addendum to Employment Agreement (hereinafter the "Addendum") to the Employment Agreement executed on July 28, 2026 (hereinafter the "Employment Agreement") is made by and between the Thomaston Board of Education (hereinafter the "Board") and Ms. Kristen DiVenere (hereinafter "Ms. DiVenere") (collectively, the "Parties"). The Parties agree as follows:

1. **ADDITIONAL DUTIES.** The Payroll Staff Accountant position became vacant on or about August 27, 2026, and Ms. DiVenere has performed additional payroll responsibilities previously performed by the Payroll Staff Accountant since that date. Until the expiration of this Addendum, in addition to her duties as Human Resources Generalist, Ms. DiVenere shall perform the Payroll Staff Accountant duties (the "Additional Duties") set forth in Exhibit A, attached hereto. Duties of the Payroll Staff Accountant position not listed in Exhibit A are not assigned to Ms. DiVenere under this Addendum. Under this Addendum, Ms. DiVenere shall assume the title of Payroll and Human Resources Generalist.

2. **WORK SCHEDULE.** Under Section 3 of the Employment Agreement, Ms. DiVenere currently works five (5) hours and twenty (20) minutes per day, three (3) days per week, totaling sixteen (16) hours per week. Effective upon execution of this Addendum through June 30, 2027, her weekly schedule shall increase by sixteen (16) hours per work week, for a total of thirty-two (32) hours per week, to perform the Additional Duties.

   The Superintendent of Schools, or designee, shall determine the scheduling of Ms. DiVenere's work hours and days within the thirty-two (32) hour week. All other provisions of Section 3 of the Employment Agreement remain applicable.

3. **ADDITIONAL COMPENSATION.** Under Section 4.A of the Employment Agreement, Ms. DiVenere is paid sixty dollars and twenty-eight cents ($60.28) per hour. For each hour that Ms. DiVenere works under this Addendum, she shall be paid her regular hourly rate of sixty dollars and twenty-eight cents ($60.28) hourly rate plus an additional fifteen dollars and seven cents ($15.07) per hour.

4. **RETROACTIVITY.** The additional compensation set forth in Paragraph 3 shall be retroactive to August 27, 2026. It shall apply to all hours Ms. DiVenere worked from that date through execution of this Addendum, as reflected in Board time and payroll records and verified by the Superintendent of Schools, or designee.

5. **SICK LEAVE.** Section 4.C of the Agreement is modified to provide that Ms. DiVenere shall be entitled to eight (8) sick days during the Term of the Agreement, as amended by this Addendum. The provision and use of sick leave by Ms. DiVenere shall comply with the sick leave policies of the Board. Any unused sick leave may be reimbursed at the conclusion of the Term of the Agreement as amended by this Addendum.

6. **PERSONAL LEAVE.** Ms. DiVenere will be provided with three (3) days of paid personal leave during the Term of the Agreement as amended by this Addendum. Personal days shall be for personal obligations that cannot be undertaken outside of Ms. DiVenere's regular work hours.

7. **HOLIDAYS.** Section 4.D of the Agreement is modified to provide that Ms. DiVenere shall be entitled to the following paid holidays:

Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day
Day After Christmas
New Year's Day

The remaining provisions of Section 4.D shall remain in full force and effect under this Addendum.

8. **DURATION.** This Addendum shall be effective upon execution and shall expire on June 30, 2027, concurrent with the Employment Agreement, unless extended or modified in writing signed by all Parties.

9. **UNION ACKNOWLEDGMENT.** Local 1303-97 of Connecticut Council 4, AFSCME, AFL-CIO (the "Union") is the exclusive bargaining representative of the bargaining unit that includes the Payroll Staff Accountant position. The Union has agreed to Ms. DiVenere's temporary assignment of the duties set forth in Exhibit A. The Board and Ms. DiVenere acknowledge that this Addendum addresses a unique, temporary staffing circumstance, and does not constitute a precedent or past practice. Nothing in this Addendum shall be construed as a waiver by the Union of its right to bargain over any permanent transfer or removal of bargaining unit work. Ms. DiVenere's performance of the additional duties of the Payroll Staff Account shall not make her a member of the bargaining unit, and shall not alter her status as an individual employee whose terms and conditions of employment are governed by the Employment Agreement.

10. **REMAINING TERMS.** Except as modified by this Addendum, all terms of the Employment Agreement remain in full force and effect. If any conflict arises between this Addendum and the Employment Agreement, the terms of this Addendum shall control with respect to the subject matter hereof. This Addendum shall be attached to the Employment Agreement and constitutes a written modification thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to Employment Agreement as of the date last set forth below.

THOMASTON BOARD OF EDUCATION

By: _____ Date: 11/3/2026
Mark Winzler
Interim Superintendent of Schools

PAYROLL AND HUMAN RESOURCES GENERALIST

_____ Date: 11/3/2026
Kristen M. DiVenere

EXHIBIT A

ASSIGNED PAYROLL STAFF ACCOUNTANT DUTIES

1. Inputs and maintains all information into the payroll processing system regarding federal and state taxes, as well as all deductions (e.g. retirement, 403b, 457 plus match, health insurance, dues, etc.)

2. Sets up and maintains direct deposit system to ensure proper deposits of payroll checks.

3. Develops policies, reporting procedures, and internal controls for timely and accurate completion of municipal (town), federal and state reporting requirements

4. Implements assigned programs and projects for the purpose of conforming to administrative, state and/or federal requirements.

5. Updates payroll information (e.g. changes to wages/salaries, deductions) annually as needed.

6. Prepares and distributes all annual tax information (i.e. W-2 Statements).

7. Prepares and submits quarterly TRB reports.

8. Inputs information regarding attendance for posting and reporting.

9. Composes a variety of materials (e.g. reports, memos, letters, procedures, manuals, etc.) for the purpose of documenting activities, providing written reference and/or conveying information regarding expenses, balances, etc.

Additional Duties: Performs other related tasks, as assigned, for the purpose of ensuring the efficient and effective functioning of the accounting system.