

CONSULTING AGREEMENT

This Consulting Agreement (hereinafter "Agreement") is made by and between the Thomaston Board of Education (hereinafter the "Board") and Ms. Susan Santovasi (hereinafter "Ms. Santovasi").

WHEREAS, the Board seeks to engage a consultant to provide services in the area of curriculum development; and

WHEREAS Ms. Santovasi was previously employed by the Board as a Certified Classroom Teacher and such employment ended effective January 5, 2026; and

WHEREAS the Board and Ms. Santovasi wish to enter into an agreement for the provision of consulting services in the area of curriculum development for the period from January 6, 2026 (the "Effective Date") through June 10, 2026;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. The Term of this Agreement shall commence as of the Effective Date and, unless terminated earlier pursuant to Paragraph 8 or otherwise, shall continue in effect until June 10, 2026 (the "Term").
2. Subject to the terms and conditions of this Agreement, the Board hereby engages Ms. Santovasi as a consultant to perform the curriculum development services set forth in this Agreement, and Ms. Santovasi hereby accepts such engagement. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Board and Ms. Santovasi. The Parties acknowledge that Ms. Santovasi is not an employee of the Board for federal or state tax purposes. Ms. Santovasi shall not be eligible for any Board employee benefits pursuant to this Agreement. Ms. Santovasi shall have no claim against the Board under this Agreement for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
3. Ms. Santovasi shall provide to the Board the curriculum development services set forth in Appendix A hereto. Services provided may be revised or amended by mutual agreement of the Parties, with any such mutual revision to Appendix A incorporated herein by reference. The services provided pursuant to this Agreement shall be subject to the general oversight of and approval by the Superintendent of Schools and the Director of Curriculum, Instruction, and Assessment or any designee of the Superintendent.
4. Ms. Santovasi shall be paid for services provided under this Agreement at a rate of Seventy-Six Dollars (\$76.00) per hour for up to fifteen (15) hours per week. Ms. Santovasi shall only be compensated for hours actually worked. During the Term of the Agreement, Ms. Santovasi shall keep a record of all hours worked in a format acceptable to the Board and

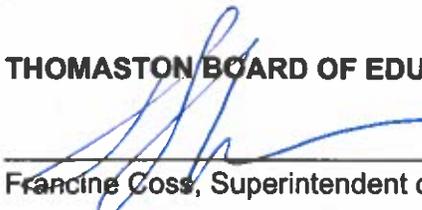
shall submit to the Board on a biweekly basis invoices documenting such hours worked and services provided. The Board shall remit payment within ten (10) business days of its receipt of each invoice containing the information set forth above. At the sole discretion of the Superintendent of Schools or designee, Ms. Santovasi may work more than fifteen (15) hours in a week. In such case, Ms. Santovasi shall be compensated for any time in excess of fifteen (15) hours per week at her regular rate of Seventy-Six Dollars (\$76.00) per hour.

5. Either party may terminate this Agreement at any time. Upon termination of this Agreement, the Board's payment obligation shall cease as of the final date on which curriculum development services, as set forth in this Agreement and Appendix A hereto, were last performed by Ms. Santovasi.
6. Ms. Santovasi acknowledges that the Board owns any data, documents, materials, and information provided to her by the Board and any work-product resulting from services provided pursuant to this Agreement. All data, documents, materials, and information provided to Ms. Santovasi by the Board and/or obtained by Ms. Santovasi in connection with her services pursuant to this Agreement shall be returned to the Board upon the termination of the Agreement.
7. Consistent with the Family Educational Rights and Privacy Act (FERPA), to the extent that Ms. Santovasi has a legitimate educational interest in student records while performing services for the Board pursuant to this Agreement, Ms. Santovasi shall be considered a "school official" pursuant to 34 C.F.R. § 99.31(a). To allow the sharing of records subject to state and federal confidentiality laws and to ensure that the required confidentiality of personally identifiable student information is always maintained, Ms. Santovasi shall comply with the provisions of FERPA and the Board's policies regarding confidentiality of records, which may be accessed on the Board's website. For the purposes of this Agreement and the specific functions conducted pursuant to this Agreement, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of 34 C.F.R. Part 99 and 20 U.S.C. § 1232g. Nothing in this Agreement shall be construed to allow Ms. Santovasi to maintain, use, disclose, or share student record information in a manner not allowed under state or federal law, regulation, or rule or Board policy or regulation. If Ms. Santovasi fails to adhere to said policies, laws, rules, and regulations, the Board shall have the right to terminate this Agreement and/or pursue appropriate legal recourse for the breach of this Agreement.
8. The parties agree to execute a Student Data Privacy Addendum, attached hereto as Appendix B, and to comply at all times during the Term of this Agreement with the terms and conditions of such Addendum, as well as with the requirements of Connecticut General Statutes §§ 10-234aa through 10-234dd.
9. Ms. Santovasi shall be required to comply with the Board's policies, including Board policies on site and building access, confidentiality, and expected conduct at all times while working on Board premises.

10. This Agreement and any appendices, exhibits, and/or attachments hereto set forth the entire understanding between the Parties with respect to all matters referred to in this Agreement, and the provisions of this Agreement may not be changed or modified except by an instrument in writing signed by both parties.

IN WITNESS THEREOF, the undersigned have executed this Agreement on the date set forth below.

THOMASTON BOARD OF EDUCATION



Francine Coss, Superintendent of Schools

Date

2/9/26

SUSAN SANTOVASI



Susan Santovasi

Date

2/9/26

APPENDIX A SCOPE OF SERVICES

Ms. Santovasi shall provide the following curriculum development services pursuant to this Agreement:

1. Ensure there are Curriculum Guides for all courses currently taught within Thomaston Public Schools. For Pre-K, dual enrollment (UConn, SCSU, AP, etc.), and vocational (CNA, CCA, Post, etc.) courses, NAEYC-approved program handbook and course syllabi will be used in place of curriculum guides. At this time, this totals approximately 41 courses in total with 30 courses at Thomaston High School and 11 courses at Black Rock School that need to be created.
2. Work with teachers to prepare for Marzano Academy wrap up (final site visit, moving CBE forward, etc.)
3. Work with teachers to revise current curriculum to align with CBE and POG standards
4. Work with teachers to develop full curriculum for courses that have not been written yet.

**APPENDIX B
STUDENT DATA PRIVACY ADDENDUM**

***Thomaston Board of Education
and
Susan Santovasi***

This Student Data Privacy Addendum ("Addendum"), effective January 6, 2026, is entered into by and between the Thomaston Board of Education (the "Board") and Ms. Susan Santovasi (the "Contractor") (collectively, the "Parties") for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data, as defined herein, in connection with the Agreement for Consultant Services (the "Services Contract") entered into by the Parties effective January 6, 2026.

I. Definitions

For purposes of this Addendum, "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising," shall be as defined by Conn. Gen. Stat. § 10-234aa. "Education records" and "personally-identifiable information," shall be defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 - 99.67 (as amended).

II. Purpose of Addendum

The Parties agree that the purpose of this Addendum is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, "Student Data"), which Student Data may be provided to the Contractor in connection with Contractor's provision of one or more of the following professional and non-instructional services (check those applicable):

Medical consultation

Special education consultation or audit

Academic program consultation or audit (non-special education)

Behavior intervention/Positive behavior intervention supports consultation or audit

Information technology consultation or audit

Student Data storage, maintenance, collection and/or analysis

Other (explain): Curriculum Development

III. General Provisions

- A. The Parties agree that this Addendum controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning Student Data, including but not limited to the Services Contract.
- B. The Contractor shall not modify any separate Privacy Policy of the Contractor or any other policy, procedure or practice of the Contractor concerning Student Data that is applicable to the Board without the written agreement of the Board.
- C. All Student Data provided or accessed pursuant to this Addendum is and remains under the control of the Board. All Student Data are not the property of, or under the control of, the Contractor.
- D. The Board may request that the Contractor delete any Student Data in the Contractor's possession that is not (1) otherwise prohibited from deletion or required to be retained under state or federal law, or (2) stored as a copy as part of a disaster recovery storage system and that is (a) inaccessible to the public, and (b) unable to be used in the normal course of business by the Contractor, provided the Board may request the deletion of any such Student Data if such copy has been used by the Contractor to repopulate accessible data following a disaster recovery. Such request by the Board shall be made by electronic mail to the Contractor. The Contractor will delete the requested Student Data within two (2) business days of receiving such a request.
- E. The Contractor shall not use Student Data for any purposes other than those authorized in this Addendum and the Services Contract, and may not use Student Data for any targeted advertising.
- F. If the Contractor receives a request to review Student Data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Contractor, and correct any erroneous information therein, by following the amendment procedures outlined in the Board's policies regarding confidentiality and access to education records.

IV. Security and Confidentiality of Student Data

- A. The Contractor and the Board shall ensure that they each comply with the FERPA.

B. Further, the Contractor shall take actions designed to ensure the security and confidentiality of Student Data, that, based on the sensitivity of the data and the risk of unauthorized access, include but are not limited to:

1. Using technologies and methodologies consistent with the guidance issued in the American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932;
2. Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;
3. Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

V. Prohibited Uses of Student Data

The Contractor shall not retain, and the Board shall not otherwise make available, any Student Data upon completion of the contracted services, except a student, parent, or legal guardian of a student may choose to independently establish or maintain an electronic account with the Contractor after the expiration of this Addendum for the purpose of storing student-generated content.

VI. Data Breaches

A. Upon the discovery by the Contractor of a breach of security that results in the unauthorized release, disclosure, or acquisition of Student Data, or the suspicion that such a breach may have occurred, the Contractor shall provide initial notice to the Board as soon as possible, but not more than forty-eight (48) hours after such discovery ("Initial Notice"). The Initial Notice shall be delivered to the Board by electronic mail to Francine Coss, Superintendent of Schools, at fcoss@thomastonschools.org, and shall include the following information, to the extent known at the time of notification:

1. Date and time of the breach;
2. Names of student(s) whose Student Data was released, disclosed or acquired;
3. The nature and extent of the breach;
4. The Contractor's proposed plan to investigate and remediate the breach.

B. Upon discovery by the Contractor of a breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose Student Data was released, disclosed or acquired; nature

and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

- C. The Contractor agrees to cooperate with the Board with respect to investigation of the breach and to reimburse the Board for costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Conn. Gen. Stat. § 10-234dd.

VII. Choice of Law, Choice of Forum, Merger, Severability

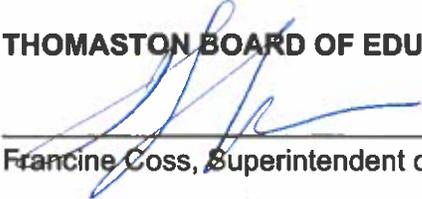
- A. **Choice of Law.** The parties agree that this Addendum and any disputes arising from or relating to this Addendum, including its formation and validity, shall be governed by the laws of the State of Connecticut.
- B. **Choice of Forum.** The parties agree that any and all disputes arising from or relating to this Addendum, including its formation and validity, shall be settled in the State of Connecticut.
- C. **Amendment.** This Addendum may be changed, amended, or superseded, only upon an agreement in writing executed by both parties hereto.
- D. **Severability.** A court finding of invalidity for any provision of this Addendum does not invalidate other provisions or applications that are not affected by the finding.

VIII. Term

- A. The term of this Addendum shall be effective upon execution by both parties and shall terminate when all of the Student Data collected, used, possessed or maintained by the Contractor is properly and completely deleted or destroyed or returned to the Board, or, if it is infeasible to return or completely delete or destroy the Student Data, protections are extended to such Student Data in accordance with the provisions of Paragraph B within this Article.
- B. In the event that the Contractor determines that returning or completely deleting or destroying the Student Data is infeasible, the Contractor shall provide to the Board notification of the conditions that make return or complete deletion or destruction infeasible. The Contractor shall extend the protections of this Addendum to such Student Data and limit further uses and disclosures of such Student Data to those purposes that make the return or complete deletion or destruction infeasible. The Contractor shall not use or disclose such Student Data and shall maintain its security pursuant to this Addendum for so long as the Contractor possesses or maintains such Student Data. In the event a disaster recovery system containing Student Data is used to repopulate the Contractor's databases following the recovery from a disaster, the Contractor shall delete all such Student Data immediately.

IN WITNESS THEREOF, the undersigned have executed this Addendum on the date set forth below.

THOMASTON BOARD OF EDUCATION



Francine Coss, Superintendent of Schools

Date

2/9/26

SUSAN SANTOVASI



Date

2/9/26

