

Say Something Anonymous Reporting System (Say Something ARS) Memorandum of Understanding between Sandy Hook Promise Foundation and Chariho School District

This Memorandum of Understanding ("MOU") is entered into by Sandy Hook Promise Foundation ("SHPF"), a non-profit IRC 501(c)(3) organization, located at 13 Church Hill Road, Newtown, Connecticut 06470, and Chariho School District, which is organized and existing under and pursuant to the Constitution and laws of the State of Rhode Island and with a primary business address at 455A Switch Road, Wood River Junction, Rhode Island, 2894. SHPF and Chariho School District may also each be referred to herein individually as a "Party" or collectively as the "Parties."

1. PURPOSE.

SHPF and Chariho School District agree to educate Chariho School District participating schools identified in EXHIBIT about SHPF's Say Something Anonymous Reporting System. The Say Something ARS teaches students grades 6-12 how to recognize for warning signs especially in social media, from individuals who may want to hurt themselves or others and to "Say Something" to a trusted adult or use the Anonymous Reporting System (App, Website or 24/7/365 Crisis Telephone Line) to get them help.

2. DUTIES.

The Parties shall perform the duties described generally below, and in Exhibits attached hereto and made a part hereof.

- A. During the Program, SHPF will perform the following duties:
 - i. <u>Program coordination and onboarding</u>: Provide guidance and support in the establishment of tip management teams and tip management infrastructure. Supply communication and outreach materials needed for the setup, announcement, and launch of the Program.

ii. Trainings:

- a. Adult Training: Provide user training for district and school team members (Teams Training) on use of the P3 Tip Manager, on Crisis Center tip processing and protocols, on tip management best practices, on conducting and passing the Official Pre-Launch Tip Test, and on ways to ensure program longevity. Additional learning resources and guides for Say Something ARS Teams are provided digitally at no cost. This training is available via the SHPF Digital Learning Center and will be shared with Chariho School District.
- b. Student Training: Provide video-based student training and related lesson plans and activities (through the SHPF Learning Center, an online learning management system).
- iii. Program engagement and success: Provide ongoing account management support, including dedicated Account Manager available for 1:1 coaching in the areas of team management, tip management, and use of the P3 Tip Management platform. Supply monthly newsletter, professional development webinars, Awareness Materials (posters, window cling, etc.) to participating schools. Provide framework and materials needed for participating schools to establish SAVE Promise Clubs to reinforce the philosophy of the Say Something ARS program amongst students and help ensure proper and continued utilization of the anonymous reporting system.
- iv. Compliance: SHPF shall adhere to and comply with applicable federal and state laws and regulations.



- v. <u>Background Checks:</u> All SHPF employees, agents, and volunteers who will have contact with students will undergo and must pass a background check before interacting with students.
- vi. <u>Indemnity:</u> SHPF shall defend, hold harmless and indemnify Chariho School District, its affiliates, and/or Chariho School District employees and volunteers from claims, demands, damages, or litigation brought by third parties resulting from the acts or omissions of SHPF.
- vii. Exhibit A-1: The activities set forth on Exhibit A-1 attached hereto and made a part hereof.
- B. Chariho School District will perform the following duties:
 - i. <u>Communication</u>: Chariho School District will communicate the benefits of *Say Something* ARS at Chariho School District, foster buy-in with program participants (team members) and supply regular and ongoing reminders of the program to the school community, including parents.
 - ii. <u>Program infrastructure and workflow</u>: Support the establishment of tip management teams, including School Teams for each participating school, a District Team for tip management support and oversight, a Special Team for exceptional or highly sensitive tips, and a Flex Team, as needed, for activation during school breaks and holidays. Reinforce program requirements and Crisis Center protocol, including Tip Disposition requirements. Equip team members with the devices or equipment needed to carry out their tip management and tip follow-up responsibilities, with scheduling and outreach and, where needed, communication on presentations/training.
 - iii. Meet all Say Something ARS Launch Readiness Standards and complete all Onboarding steps prior to program launch (i.e., initiation of student training), including the establishment of:
 - a. <u>A Program Lead</u>: A district-level administrator who *believes in the program*, has the ability to mobilize school administrators, can communicate effectively amongst various disciplines (i.e., education, law enforcement, mental health), supports School Teams in providing timely and appropriate responses to concerns raised in tips, and provides clear and consistent feedback to SHPF on the program's needs, challenges, *and* successes. The Program Lead also provides clear parameters and timeframe for Flex Team activation (covered in more detail below). The Program Lead is the primary point of contact for the SHPF Team, including Account Management and Crisis Center teams.
 - b. <u>A District Team:</u> A team of 3-5 year-round district-level administrators, including the Program Lead. District Teams support School Teams in tip management and providing follow-up resources, assessments, or care plans for students in need.
 - c. <u>School Teams</u>: A team for each participating school that consists of 3-5 school-level administrators, including a School Team Lead (typically but not necessarily the principal), who serves as the Crisis Center's primary point of contact regarding tips submitted to their specific school or questions/concerns about their specific School Team. Team Leads are responsible for identifying trusted and high-performing school administrators to perform the duties of the School Team; for keeping their Team roster up to date with staff turnover; for ensuring tips are closed-out and dispositioned thoughtfully, accurately, and regularly in the P3 Tip Manager; for communicating needs or challenges to the Program Lead; and for providing follow-up, assessments, or care plans to students in need.
 - d. <u>A Special Team</u>: a team consisting of 1-2 members of the District Team who are notified of exceptional or particularly sensitive tips, including but not limited to tips concerning school-related adults (e.g., school administrators, teachers, coaches, volunteers, etc.) or sexual assault of a



minor.

e. <u>A Flex Team:</u> an optional team consisting of a mix of 3-5 District Team members (typically, the Program Lead and each School Team's Lead). If the designated district and school teams are not able to take tips during these times, a Flex Team can be engaged during school breaks or holidays (or whenever deemed necessary by the Program Lead). The Flex Team *flexes* to fill gaps and serves as backup as needed. The Program Lead must clearly define, in advance and in writing, to the Crisis Center, periods of activation (start and end dates/ times) of the Flex Team.

f. Launch Readiness Standards:

- i. Approval on Say Something ARS related websites: Program Lead will work with district IT personnel to make sure Say Something ARS domains and IP address are approved to ensure Say Something ARS communications, including notifications of new and updated tips, reach team members' inboxes.
- **ii. District Team establishment:** Program Lead must identify 3-5 district-level admin to support the management of tips and follow-up.
- **iii. School Team establishment:** Participating Schools must establish a team of 3-5 school-level administrators to receive and manage tips and provide follow-up and support to students.
- iv. School Team Lead Identification: School Teams must have a Team Lead identified.
- v. Special Team and optional Flex Team establishment: Special Team must have 1-2 district-level team members, and the Flex Team must have 3-5 school or district-level team members.
- vi. Cell Phones in P3: All team members must have a cell phone on file in P3 for emergency contact purposes
- vii. District email addresses in P3: All team members must provide a district, not personal email address in P3.
- viii. Team Training: A Team is considered "trained" when at least 3 of its members have completed *Say Something* ARS Team Training; All Teams must be considered "trained."
- ix. The Official Pre-Launch Tip Test: Prior to program launch, Teams are tested by the Crisis Center to ensure team members are being notified properly, are able to access tips in the P3 Tip Manager, and can perform basic functions within the P3 platform, a Team receives a "Pass" on the Official Pre-Launch Tip Test when at least 3 of its members respond to the test properly. Program Leads will select their Tip Test date on the Onboarding Dashboard after submitting their Student Engagement Plans. Program Leads will select their dates through the Say Something ARS Portal using the Dates and Deadlines Tab.
- x. Student Engagement Plans Submission: The Program Lead must submit a plan of when they plan to train their students and how many students they'll train. Student Engagement Plans determine the program's "Go Live Date," as the program is considered officially "live" once the first group of students receive Say Something ARS student training. The Go-Live Date determines when the Official Pre-Launch Tip Test is conducted. Submission of Student Engagement Plans occur annually following the program's launch, prior to the start of the new school year. As such, student training/re--training occurs annually, at a minimum.



Note: The following can result in delayed program launch, additional training, remediation measures, or termination.

- Repeated failure of the Official Pre-Launch Tip Test
- Unresponsive Teams/Team members who do not respond to Life Safety calls
- Out-of-date Team rosters/contact information
- Lack of student engagement/very low tip volume
- Failure to observe or undermining of Crisis Center processes and protocol, including not responding to after-hours life-safety calls
- iv. <u>Policies and Procedures:</u> Chariho School District to inform SHPF on the relevant Chariho School District policies and procedures applicable to the services SHPF is providing. Chariho School District to coordinate visitor passes for Program Coordinator, Presenters and, as needed, SHPF support staff.
- v. <u>SAVE Club Activity and Special Event Support:</u> Chariho School District to support identified and agreed to special events at Chariho School District, within the region, and SHPF "Call to Action" Weeks.
- vi. Report Backs and Data Sharing: Chariho School District will report back to SHPF on the number of students to be trained per participating school or any related data within one week of training as well as provide access to data as described in APPENDIX F.
- vii. <u>Close Out / Disposition tips in a timely manner</u>: School and District Teams must close out and Disposition tips in a timely manner, or within 7 days of tip submission, providing information regarding Tip outcome, plan of action for student, and next steps.
- ix. <u>Up-to-date information in the P3 team roster</u>: All School / District Teams must maintain accurate contact information/details in the team roster, including cell phone numbers and district/school email address.
- x. <u>Indemnity:</u> Chariho School District shall defend, hold harmless and indemnify SHPF, its affiliates, and/or SHPF employees and volunteers from claims, demands, damages, or litigation brought by third parties resulting from the acts or omissions of Chariho School District.
- xi. Exhibit A-2: The activities set forth on Exhibit A-2 attached hereto and made a part hereof.
- <u>3. EXHIBITS</u>. The Exhibits to this MOU are an integral part of this MOU and are specifically incorporated into this MOU. They include the obligations and rights of both parties.
- <u>4. FUNDING</u>. SHPF generally funds its programs from a combination of public, private and governmental support. SHPF anticipates it will be able to secure adequate funding through these sources to pay for the program for the duration of this MOU. However, SHPF reserves the right to terminate the program per the Term and Termination clause in this MOU.
- <u>5. TERM AND TERMINATION</u>. The Program will begin July 01, 2025 and end on Jun 30, 2028. This MOU shall be effective from the date the last Party signs. This MOU and the Program may be terminated, in whole or in part, by either Party hereto, upon thirty (30) calendar days' advance written notice to the other Party. This MOU may be amended at any time by the mutual agreement of the Parties; provided, however, that before any amendment shall be operative or



valid, it shall be reduced to writing and signed by the authorized representatives of the Parties, including any amendments to any and all Exhibits of this MOU.

6. PRIVACY POLICY AND TERMS OF USE. Please refer to the SHP Privacy Policy and Terms of Use links below: Privacy Policy
Terms of Use

The Privacy Policy and Terms of Use can also be found at www.sandyhookpromise.org

- <u>7. CONTRACTOR.</u> While engaged in performance of this MOU, SHPF is an independent contractor and is not an officer, agent, or employee of Chariho School District. SHPF employees, volunteers and agents are not entitled to benefits of any kind to which Chariho School District's employees are entitled, including but not limited to unemployment compensation, worker' compensation, health insurance and retirement benefits.
- 8. <u>EQUAL EMPLOYMENT OPPORTUNITY</u>. It is the policy of Chariho School District that, in connection with all work performed under Chariho School District MOUs, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and, therefore, the SHPF agrees to comply with applicable federal and state laws. In addition, SHPF agrees to require similar compliance by its employees, agents, and all sub-contractors employed on the work.
- 9. NON-DISCRIMINATION. Chariho School District is committed to providing a working and learning environment free from discrimination, harassment, intimidation and/or bullying. Chariho School District prohibits discrimination, harassment, intimidation and/or bullying and actual or perceived sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity it conducts or to which it provides significant assistance. The SHPF agrees to comply with applicable federal and state laws. In addition, SHPF agrees to require similar compliance by its employees, agents, and all sub-contractors employed on the work.
- 10. GOVERNING LAW. All matters relating to this MOU and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Connecticut without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction).

11. FINGERPRINTING and BACKGROUND CHECKS. SHPF shall perform the following acts:

- A. As required by Chariho School District, SHPF shall have all current and subsequent employees, agents and volunteers of who may enter a school site during the time that students are present submit their fingerprints in a manner authorized and required by Chariho School District.
- B. Prohibit employees, agents and volunteers of SHPF from coming into contact with students until SHPF has conducted a background check and employment history check in accordance with all applicable state, local or federal statutes or requirements.
- C. As required, provide a list of the names of SHPF's employees, agents and volunteers who may have contact with students to Chariho School District administrator for this MOU.



- 12. <u>INSURANCE:</u> SHPF shall, at its sole cost and expense, maintain in full force and effect, during the term of this MOU, the following insurance coverage from a licensed, admitted or authorized insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficiently estimated to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with SHPF's fulfillment of any of its obligations under this MOU:
 - A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$1,000,000 per occurrence

\$100,000 fire damage

\$5,000 med expenses

\$1,000,000 personal & adv. injury

\$3,000,000 general aggregate

\$3,000,000 products/completed operations aggregate

- B. **Business Auto Liability Insurance** for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence.
- C. Workers' Compensation and Employers Liability Insurance in a form and amount covering SHPF's full liability under applicable state and federal laws, as follows:

Part A – Statutory Limits

Part B – Employers Liability: \$1,000,000/\$1,000,000/\$1,000,000

- D. **Errors & Omissions** (Professional Liability) coverage, as follows: \$1,000,000 per occurrence/ \$1,000,000 aggregate
- E. Sexual Abuse and Molestation coverage, as follows: \$1,000,000 per occurrence/\$1,000,000 aggregate

SHPF, upon execution of this MOU and periodically thereafter upon request, shall furnish Chariho School District with certificates of insurance evidencing such coverage.

13. <u>NOTICES</u>. All notices to be given, or documents, samples, or other materials to be delivered by either Party to the other pursuant to this MOU will be sent by prepaid first-class mail, electronic mail, or hand-delivered, to the addresses set forth below. Any such notices, documents, samples, or other materials will be deemed to have been given or delivered forty-eight (48) hours after posting, if sent by first class mail; when received, if sent by electronic mail; or when delivered, if delivered by hand.

To SHPF:

Title: Chief Financial Officer

Entity: Sandy Hook Promise Foundation Address: PO Box 3489, Newtown, CT 06470

Telephone: (203)491-2059

Email: info@sandyhookpromise.org

To Chariho School District:



Name: Gina Picard Title: Superintendent

Entity: Chariho School District

Address: 455A Switch Road, Wood River Junction, Rhode Island, 2894

Telephone: (401) 364-7575

Email: gina.picard@chariho.k12.ri.us

14. <u>DISPUTE RESOLUTION</u>. Should any problem or conflict arise during the course of the delivery of services under this MOU, it is understood that both parties will work with each other to accomplish an effective resolution through discussion. If discussions are unsuccessful, Parties reserve their right to enforce the terms of this MOU in any Court having jurisdiction, this being in addition to any other remedy to which the Parties are entitled at law or in equity.

15. <u>COMPLIANCE WITH LAWS</u>. Each Party will comply at their own expense with all applicable laws and regulations, including without limitation those of other jurisdictions that may apply concerning the protection of personal data. Chariho School District agrees and acknowledges that Chariho School District is solely responsible for obtaining any consents required under the applicable data privacy and data protection laws for information and access to information provided by Chariho School District to SHPF under this MOU. Chariho School District acknowledges and agrees that SHPF's collection and use of personal data from users of the *Say Something* ARS in connection with this MOU shall be governed by the SHPF Privacy Policy, as updated from time to time and posted at https://www.sandyhookpromise.org/say-something-tips/, which Privacy Policy is made a part of this MOU as if fully set forth herein.

16. <u>ENTIRE MOU/AMENDMENT</u>. This MOU, all Exhibits to this MOU, and documents incorporated by reference herein, constitute the entire agreement between the parties to the MOU and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this MOU, a described in Section 5, above. Chariho School District acknowledges and agrees that a user's access to and use of the *Say Something* ARS in connection with this MOU shall be governed by the SHPF Terms of Use, as updated from time to time and posted at https://www.sandyhookpromise.org/say-something-tips/, which Terms of Use is made a part of this MOU as if fully set forth herein.



Chariho School District	- SHPF-		
BY (SIGN):			
	BY (SIGN):		
NAME (Print): Gina Picard_			
	NAME (Print): David Conrad		
POSITION: Superintendent			
	POSITION: Chief Financial Officer		
DATE:			
	DATE:		

[Signature page Say Something Anonymous Reporting System (SAY SOMETHING ARS) Memorandum of Understanding]



EXHIBIT A -1 - SAY SOMETHING ARS PROGRAM SPECIFICS

SHPF and Chariho School District agree to this agreement as follows:

SHPF will perform the following duties:

- 1. SHPF shall provide training and support of *Say Something* ARS to Chariho School District students and team members. SHPF will manage and maintain the 24/7/365 Crisis Center App and website for students, educators, administrators, and parents of Chariho School District's students to use to submit anonymous tips.
- 2. SHPF shall implement *Say Something* ARS by retaining qualified persons (Instructors), digital-download instruction and training video to provide training and technical assistance to Chariho School District.
- 3. SHPF shall manage the 24/7/365 Crisis Center and provide them with Chariho School District developed and approved team member contact information, Reporting Process and Protocols (Exhibit C) and contact list.
- 4. SHPF 24/7/365 Crisis Center will, per Chariho School District direction, triage all tip submissions prior to trafficking to Chariho School District.
- 5. SHPF 24/7/365 Crisis Center will provide crisis management to any tip submission per Chariho School District developed and approved Life Safety and Non-Life Safety Tip Definitions (Exhibit B), Reporting Process and Protocols (Exhibit C), state and federal laws.
- 6. SHPF shall share and/or provide immediate, direct access to Chariho School District all information gathered using Say Something ARS including number of participants, schools, tip details and dispositions.
- 7. SHPF will provide prompt support of *Say Something* ARS via phone, in-person and/or email and make available prompt and reasonable online training for all types of users who may interact with the system.
- 8. SHPF shall not under any circumstances sell any *Say Something* ARS information or other data or information received or generated as a result of this agreement to any advertiser or third party. Furthermore, and except as to Chariho School District, SHPF shall always maintain the anonymity of all data and other information received in connection with the *Say Something* ARS including the identity of anyone providing a tip and the specifics of any incident responded to or averted unless otherwise demanded under state or federal law.
- 9. SHPF grants to Chariho School District a limited, non-exclusive, non-transferable, revocable subscription Say Something ARS license during the term of this MOU, solely for Chariho School District's purposes including (a) to use, perform, and digitally display Say Something ARS to access, display, search, analyze, reformat, download, and print reports of any submissions and/or results generated by the authorized use of the Say Something ARS.
- 10. SHPF will provide each user identified on Chariho School District's contact list with a unique username and password to enable such users to access *Say Something* ARS pursuant to this agreement. SHPF may alternatively provide an assigned Chariho School District Administrator with a unique username and password, which such Administrator will use to create and issue additional unique usernames and passwords for Chariho School District 's additional users. SHPF may change or update these username and passwords, with notice to Chariho School District. Each username and password may only be used to access Say Something ARS one (1) concurrent login session. SHPF reserves the right to terminate any username and password which SHPF reasonably determines may have been used by an unauthorized third party or by any user or individual other than the user to whom such username and password was originally assigned.



- 11. SHPF will make P3 and tip processing training available to local 911 dispatch, who are alerted 24/7/365 only in the case of events requiring law enforcement intervention as described in Exhibit B. In the event that local 911 does not agree to access tips via P3, then SHPF will call local 911 dispatch and provide a verbal intake. If 911 dispatch refuses to use P3, Chariho School District acknowledges compliances with Exhibit D that SHPF assumes no liability for adverse that result because of this refusal.
- **12. Contact Us.** Please contact us at the following address:

Sandy Hook Promise Foundation PO Box 3489 Newtown, CT 06470

Or contact us by email at info@sandyhookpromise.org



EXHIBIT A -2 - SAY SOMETHING ARS PROGRAM SPECIFICS

Chariho School District will perform the following duties:

- 1. Chariho School District to provide and update SHPF their district and school team contact list, identifying the order in which team individuals should be contacted.
- 2. Chariho School District acknowledges and agrees that only users are entitled to receive a username and password and to access the Services. Chariho School District will provide SHPF information and other assistance as necessary to enable SHPF to establish usernames for users and Chariho School District will verify all user requests for account passwords. Chariho School District will ensure that each username and password issued to a user will be used only by that user. Chariho School District is responsible for maintaining the confidentiality of all users' usernames and passwords and is solely responsible for all activities that occur under these usernames. Chariho School District agrees (a) not to allow a third party to use its account, usernames, or passwords at any time, and (b) to promptly notify SHPF in writing of any actual or suspected unauthorized use of its account, usernames or passwords, or any other breach or suspected breach of the obligations contained in this Section. In the event of a data breach, SHPF shall timely notify Chariho School District, take prompt and deliberate action in response to the breach, and provide all such notifications as required under law, as well as perform any other legally required functions in response to the data breach.
- 3. Chariho School District acknowledges and agrees to act upon all known *Say Something* ARS submissions in accordance with Chariho School District policies and procedures.
- 4. Chariho School District acknowledges and agrees that all trainings are SHPF's intellectual property, and they will not be shared beyond the school and district (i.e., on social media, on school website, etc.), nor will they be modified in any way without express permission from SHPF.



EXHIBIT B – SAY SOMETHING ARS Event Types

Below is a list of event types that Tipsters can choose from the dropdown when submitting a tip. When a Crisis Counselor receives, vets, and triages a tip, it is categorized as Life Safety or Non-Life Safety based on the criteria below.

For a tip to be designated by a Crisis Center Crisis Counselor as "Life Safety," the tip must articulate a **threat of substantial bodily harm or death**, **and** it must have **at least one** of the following characteristics:

- Actionability: enough information is available for a welfare check/intervention to immediately take place;
- Timeliness: reported concern is imminent, in-progress, or just happened;
- Credibility: information is clear, consistent, convincing, and supported by evidence; or
- **Probability:** subject has the means, intent, and opportunity to carry out the threat.

Based on their intuition and the totality of the circumstances, Crisis Counselors have the discretion to err on the side of caution and make a Life Safety designation.

Event Types

Anger Issues Physical Abuse

Animal Cruelty Planned Fight / Assault Bullying / Cyber Bullying Planned School Attack

Concern about an Adult Reckless / Dangerous Behavior

Cutting / Self-Harm Sexual Assault / Rape
Depression / Anxiety Sexual Exploitation / Abuse

Domestic Violence / Child Abuse Sexual Harassment

Drug Use / Distribution Sharing Inappropriate Photos Eating Disorder Social Isolation / Withdrawal

Gang Violence / Activity Substance Abuse

Harassment / Intimidation Suicide / Suicide Ideation

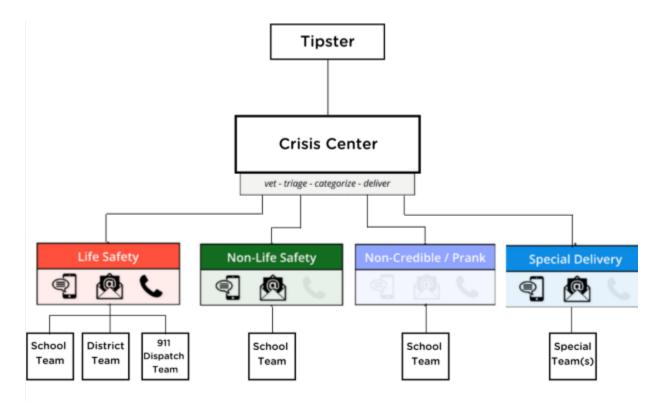
Hate Crime / Hate Speech Theft

Hazing Toxic / Abusive Relationship

Homeless / Runaway Student Vandalism
Inappropriate Relationship Verbal Abuse
Intent to Harm Someone Weapon(s)



EXHIBIT C - REPORTING PROCESS AND PROTOCOLS



All Non-Life Safety tips are sent to School Team contacts between the hours of 6:00am and 6:00pm on weekdays (local time) daily, and between the hours of 10:00am to 6:00pm on weekends. Life Safety tips are delivered 24/7/365.

Contact Us. Please contact us at the following address:

Sandy Hook Promise PO Box 3489 Newtown, CT 06470

Or contact us by email at info@sandyhookpromise.org



EXHIBIT D - 911 Dispatch Training and P3 Use

The Say Something ARS model is designed to contact and involve local 911 dispatch in life-threatening situations. However, local 911 is not required to attend training or use the P3 system. SHPF will, however, make Say Something ARS training available to all local 911 dispatch centers and will also make available the web-based tip management system, which allows team members to:

- View real-time anonymous dialogue between tipsters and SHPF Crisis Counselors
- View any pictures, videos or evidence attached to a tip
- Dialogue with a tipster if necessary
- Access real-time updates to an evolving situation, potentially providing officer safety information

Chariho School District and SHPF agree and acknowledge that SHPF will not be held liable for any adverse outcome resulting from a local 911 dispatch's refusal to participate in training or use the Say Something-ARS model or webbased tip management system as intended.

Contact Us. Please contact us at the following address:

Sandy Hook Promise PO Box 3489 Newtown, CT 06470

Or contact us by email at info@sandyhookpromise.org



EXHIBIT E - Participating Schools List

School Name	Street Address	City	NCES School ID	Grade Range	Grades Served	School: Has any of Grades 6-12
Chariho High School	453 Switch Road	Wood River Junction	440015000029	High	09 · 10 · 11 · 12	TRUE
Chariho Regional Middle School	455B Switch Road	Wood River Junction	440015000386	Middle	05 · 06 · 07 · 08	TRUE
					01 · 03 · 04 · 05 · 06	
					· 07 · 08 · 09 · 10 · 11	
Chariho Alternative Learning A	455C Switch Road	Wood River Junction	440015000286	K-12	· 12	TRUE

Any questions or concerns should be directed to:

Company: Sandy Hook Promise Foundation Address: PO Box 3489, Newtown, CT 06470

Telephone: 203-304-9780

Email: <u>info@sandyhookpromise.org</u>



EXHIBIT F - DATA SHARING AGREEMENT

Memorandum of Agreement By and Between Chariho School District and Sandy Hook Promise Foundation

The Sandy Hook Promise Foundation is a national nonprofit organization founded and led by several family members whose loved ones were killed at Sandy Hook Elementary School on December 14, 2012. Based in Newtown, Connecticut, our intent is to honor all victims of gun violence by turning our tragedy into a moment of transformation. By empowering youth to "know the signs" and uniting all people who value the protection of children, we can take meaningful actions in schools, homes, and communities to prevent gun violence and stop the tragic loss of life.

Data Required

The primary aim of ongoing evaluation is to extract, secure, and analyze data from the Say Something Anonymous Reporting System (Say Something ARS) for purposes of trend identification in connection with contracted research partner [Research Partner] and continual program improvement. [School Partner] will make data available as needed to SHPF: all raw data pertaining to tips received during the contract period. Relevant fields include, but are not limited to, type of tip; source of tip; date recorded/last action/outstanding (i.e., time until resolution); disposition; time of tip; triage rates (school vs police); other variables as identified. These data will be treated confidentially and aggregated so that no identifying data of a single individual or single school will ever be externally reported, except as outlined in processes for tip escalation in the scope of Crisis Counselor tip coordination. The Say Something ARS raw data will be merged with Sandy Hook Promise training data and publicly available from Chariho School District school/district data to create an integrated data set that will enable analysis of training and school-related factors on tip submissions. Analysis of the [Say Something ARS] data will contribute to the evidence base of anonymous reporting systems and guide decision making related to the monitoring and responding to tips. Upon completion of the evaluation objectives, the project team will report data-driven documentation to SHPF and Chariho School District of common tip profiles, which can be shared with other participating districts to manage expectations and staffing in order to meet the needs of tip subjects.

Agreement for Sharing of Data

This Agreement is entered into by the Chariho School District and the Sandy Hook Promise Foundation for the purpose of sharing information between the parties in a manner consistent with the Family Education Records Privacy Act of 1974 ("FERPA"). The information will be used by researchers at the SHPF to conduct studies designed to improve *Say Something* ARS tools and



services for schools participating in SHP's Say Something ARS program in the state of Rhode Island.

FERPA-describes circumstances under which Local Educational Agencies (LEAs) and the Chariho School District are authorized to release confidential data regarding individual students, teachers, and schools without prior parental consent. Confidential information can be disclosed to organizations as stated in section II. 2. and is destroyed per section V.

The following terms further specify the manner in which the Chariho School District agrees to share data with the Sandy Hook Promise Foundation, subject to FERPA regulations:

- I. PARTIES. The Chariho School District is a state educational authority authorized to receive information from local educational agencies ("LEAs") subject to FERPA, as authorized by 34 CFR Section 99.31. Researcher desires to conduct studies on tip data for the purpose of improving Say Something ARS tools and resources in Rhode Island public schools. The parties wish to share data collected by the Chariho School District regarding education in Rhode Island, some of which may allow the identification of individual students.
- II. COMPLIANCE WITH FERPA. To effect the transfer of data subject to FERPA, the Sandy Hook Promise Foundation agrees to:
 - 1. In all respects comply with the provisions of FERPA. For purposes of this Agreement, "FERPA" includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations and reauthorization when effective. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation.
 - 2. Use the data shared under this Agreement for no purpose other than research and analysis authorized under Section 99.31(a)(6) of Title 34 of the Code of Federal Regulations which allow disclosure of personally identifiable information from students' education records in connection with Chariho School District's conducting studies to develop, validate, or administer predictive tests, administer student aid

programs, or improve instruction and Sandy Hook Promise Foundation further agrees not to share data received under this MOA with any estally other than contracted research partner [Research Partner] without the Chariho School District approval. The Sandy Hook Promise Foundation agrees to allow the Office of the State Auditor, subject to FERPA restrictions, access to data shared under this Agreement and any relevant records of the Sandy Hook Promise Foundation for purposes of completing authorized audits of the parties.

3. Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this Agreement. SHPF agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor or agent with access to data pursuant to

this Agreement. Nothing in this paragraph authorizes sharing data provided under this Agreement with any other entity for any purpose other than completing the Sandy Hook Promise Foundation's work authorized under this Agreement.

4. Maintain all data obtained pursuant to this Agreement in accordance with Rhode Island State Information Security Manual and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data 5.

from any source that contains information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from the Sandy Hook Promise Foundation to any other institution or entity or unauthorized individual or agent.

- 6. Not to disclose any data obtained under this Agreement in a manner that could identify an individual student, except as authorized by FERPA, to any other entity. The Sandy Hook Promise Foundation may publish results of studies authorized by this Agreement.
- 7. Not to provide any data obtained under this Agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Sections 99.67(c), (d), or (e) of Title 34, Code of Federal Regulations.
- 8. Destroy all data and provided verification in writing of the destruction of all copies of the data obtained under this Agreement to Chariho School District 12 months following the date of publication of the final report of this project. All data no longer needed shall be destroyed or returned to the Chariho School District in compliance with 34 CFR Section 99.35(b)(2). The Sandy Hook Promise Foundation agrees to require all employees, contractors, or agents of any kind to comply with this provision.

- III. AUTHORIZED REPRESENTATIVE. The Stape shall designate in writing (an) authorized representative(s) able to request data under the Agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction data as required by this Agreement. The Sandy Hook Promise Foundation designates the [Research Institution] as the authorized representative of the Department's data. Chariho School District or its agents may upon request review the records required to be kept under this section.
- IV. RELATED PARTIES. The Sandy Hook Promise Foundation represents that it is authorized to bind to the terms of this agreement, including confidentiality and destruction or return of student data, all related or associated institutions, individuals, employees or contractors who may have access to the data or may own, lease or control equipment or facilities of any kind where the data is stored, maintained or used in any way. Data may be stored on a server with additional data but may not be merged with any other data without prior written permission from Chariho School District. This Agreement takes effect only upon acceptance by authorized representatives of the Sandy Hook Promise Foundation, by which that institution agrees to abide by its terms and return or destroy all student data covered by this MOA 12 months following the date of publication of the final report of this project.
- V. TERMS. This Agreement takes effect upon signature by the authorized representative of each party and will remain in effect until Jun 30, 2028. The parties further understand that the Chariho School District or the Sandy Hook Promise Foundation may cancel this

Agreement at any time, upon reasonable notice. The Chariho School District specifically reserves the right to cancel this Agreement should the Chariho School District in its sole discretion, determine that confidential student information has been released in a manner inconsistent with this Agreement, has not been maintained in a secure manner, or that substantially similar data access has become generally available for research purposes through any other mechanism approved by the Chariho School District.

- 1. The Sandy Hook Promise Foundation understands that the Agreement does not convey ownership of data to the Sandy Hook Promise Foundation.
- 2. Chariho School District agrees to make a good faith effort to provide the most accurate and complete data possible at the time of the request. This does not imply that Chariho School District guarantees the accuracy, completeness, or currency of the data that will be provided as a result of this Agreement.
- 3. Chariho School District data shall not be removed from the United States. Remote access to Chariho School District data from outside the continental United States is prohibited, including access by employees, contractors, subcontractors, or agents of any kind. Chariho School District data is defined as any data provided by Chariho School



- District, any data provided by a third party at the direction of Chariho School District, any data to which access is provided by Chariho School District source data combined with any other data.
- 4. Sandy Hook Promise Foundation will provide Chariho School District with an electronic copy of the final versions of all reports and other documents associated with the analysis of tip data Chariho School District, as the owner of the data, reserves the right to distribute and otherwise use the final report and associated documents in its discretion, in sum or in part. The Sandy Hook Promise Foundation, or its agents working on this project, retain the right to publish findings in other publications, provided that prior notice of report is first shared with Chariho School District.
- 5. Sandy Hook Promise Foundation has the right, consistent with scientific standards, to publish, present or use the study results gained in the course of the research under this Agreement. In order to protect the confidentiality of previously identified confidential information disclosed to SHPF the authorized representative agrees to provide to Chariho School District any proposed publications or presentations which are to make public any findings, data, or results of the research under this Agreement for the Department's review at least thirty (30) days prior to submission of a manuscript or abstract for publication or the date of the presentation. The Sandy Hook Promise Foundation agrees to delete any of Chariho School District's previously identified confidential information therefrom.