

**RECEIVED** 

APR 1 9 2023

SUPERINTENDENT MDUSD

## Say Something Anonymous Reporting System (SS-ARS) Memorandum of Understanding between Sandy Hook Promise Foundation and Mt. Diablo Unified School District

This Memorandum of Understanding ("MOU") is entered into by Sandy Hook Promise Foundation ("SHPF") as of April 2023, a non-profit IRC 501(c)(3) organization, located at 13 Church Hill Road, Newtown, Connecticut 06470, and Mt. Diablo Unified School District ("MDUSD") which is organized and existing under and pursuant to the Constitution and laws of the State of California and with a primary business address at 1936 Carlotta Drive, Concord, CA 94519. SHPF and MDUSD may also each be referred to herein individually as a "Party" or collectively as the "Parties."

#### 1. PURPOSE.

SHPF and MDUSD agree to educate MDUSD middle and high school students about SHPF's *Say Something* Anonymous Reporting System (SS-ARS). SS-ARS teaches students how to recognize for warning signs, signals, and threats, 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 Crisis Telephone Line) to get them help.

## 2. DUTIES.

. ط

The Parties shall perform the duties described generally below, 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 live-virtual (webinar-style) training for district and school team members (Teams Training) on use of the P3 Tip Manager, on Crisis Center 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 SS-ARS Teams are provided digitally at no cost.
- b. Student Training: Provide digital student training (through the SHPF Learning Center, an online learning management system.
- iii. Program sustainability: Provide framework and materials needed for participating schools to establish SAVE Promise Clubs to reinforce the philosophy of the SS-ARS program amongst students and help ensure proper and continued utilization of the anonymous reporting system. Supply digital awareness materials (printable posters, sample social media posts, etc.) at no cost to participating schools. Provide ongoing support and troubleshooting in the areas of team management, tip management, the P3 Tip Manager (tip management platform), and program sustainability.
- 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. Exhibit A-1. The activities set forth on Exhibit A attached hereto and made a part hereof.



## B. MDUSD will perform the following duties:

- i. <u>Communication</u>: MDUSD will communicate the benefits of SS-ARS at MDUSD, 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 for activation during school breaks and holidays. Reinforce program requirements and Crisis Center protocol. 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 SS-ARS Launch Readiness Standards and complete all Onboarding steps prior to program launch (i.e. initiation of student training), including the establishment of:
  - a. A Program Lead: 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 SHP 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 SHP 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 belong to and 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> a team consisting of a mix of 3-5 District Team members (typically, the Program Lead and each School Team's Lead). The Flex Team is engaged during school breaks or holidays (or whenever deemed necessary by the Program Lead). The Flex Team *flexes* to fill gaps and serve 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 SS-ARS related websites: Program Lead will work with district IT personnel to make sure SS-ARS related domains and IP address are approved to ensure SS-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: 100% of schools that include students grades 6-12 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: 100% of School Teams must have a Team Lead identified
- v. Special Team and 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: 100% of team members must have a cell phone on file in P3 for emergency contact purposes
- vii. Teams Training: A Team is considered "trained" when at least 3 of its members have completed SS-ARS Teams Training; 100% of Teams must be considered "trained"
- viii. 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 (View the Official Pre-Launch Tip Test Guide). Program Leads will select their Tip Test date on the Onboarding Dashboard after submitting their Student Engagement Plans.
  - ix. Student Engagement Plans Submission: The Program Lead must submit a plan of when they plan to train their students, how many students they'll train, and what format of training they will use. Student Engagement Plans determine the program's "Go Live Date," as the program is considered officially "live" once the first group of students receive SS-ARS student training. The Go Live Date determines when the Official Pre-Launch Tip Test is conducted. Submission of Student Engagement Plans occurs annually following the program's launch, prior to the start of the new school year. As such, student training/retraining occurs annually, at a minimum.
  - x. SAVE Promise Club Establishment: In order to launch, each participating school must register, and initiate a SAVE Promise Club, with at least one adult club advisor.

**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
- 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
- iv. <u>Policies and Procedures:</u> MDUSD to inform SHPF on the relevant MDUSD policies and procedures applicable to the services SHPF is providing. MDUSD to coordinate visitor passes for Program Coordinator, Presenters and, as needed, SHPF support staff.
- v. SAVE Club Activity and Special Event Support: MDUSD to support identified and agreed to special events



at MDUSD, within the region, and SHPF "Call to Action" Weeks.

- vi. <u>Student Report Backs</u>: MDUSD will accurately report back to SHP on the number of students to be trained per participating school or any related data within one week of training for initial student training and subsequent refresher trainings.
- vii. <u>Completion of periodic user surveys</u>: The SS-ARS team is constantly striving to improve effectiveness, responsiveness, launch progress and overall efficacy. We rely on feedback from our partners. Schools are required to complete periodic surveys when distributed.
- viii. <u>Close Out / Disposition tips in a timely manner</u>: School and District Teams must close out and Disposition tips in a timely manner within 7 days of tip submission, providing information regarding Tip outcome, plan of action for students, 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 in P3.
- x. Exhibit A-2. The activities set forth on Exhibit A-2 attached hereto and made a part hereof.
- 3. <u>EXHIBITS</u>. The Exhibits to this MOU are an integral part of this MOU and are specifically incorporated into this MOU. They include obligations and rights of both parties.
- 4. <u>FUNDING</u>. This MOU does not include or anticipate the exchange of any funds between the Parties. SHPF shall provide the materials and collateral requested. Note: SHPF does not cover the cost of educators' and/or administrators' time away from the classroom or school or meals or snacks during training sessions.
- 5. <u>TERM AND TERMINATION</u>. The Program will begin September 2023 and end on June 2026. 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. <u>INDEPENDENT CONTRACTOR</u>. While engaged in performance of this MOU, SHPF is an independent contractor and is not an officer, agent, or employee of MDUSD. SHPF employees, volunteers and agents are not entitled to benefits of any kind to which MDUSD's employees are entitled, including but not limited to unemployment compensation, worker' compensation, health insurance and retirement benefits.
- 7. <u>EQUAL EMPLOYMENT OPPORTUNITY</u>. It is the policy of MDUSD that, in connection with all work performed under MDUSD 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, the SHPF agrees to require similar compliance by its employees, agents, and all sub-contractors employed on the work.
- 8. <u>NON-DISCRIMINATION</u>. MDUSD is committed to providing a working and learning environment free from discrimination, harassment, intimidation and/or bullying. MDUSD 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, the SHPF agrees to require similar compliance by its employees, agents, and all sub-contractors employed on the work.

- 9. <u>GOVERNING LAW</u>. The validity, interpretation and performance of this MOU shall be determined according to the laws of the state of Connecticut.
- 10. FINGERPRINTING and BACKGROUND CHECKS. SHPF shall perform the following acts:
  - A. As required by MDUSD, 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 MDUSD
  - B. Prohibit employees, agents and volunteers of SHPF from coming into contact with students until MDUSD and/or SHPF has ascertained that the employee, agent or volunteer has not been convicted of a felony.
  - C. Certify in writing to MDUSD that neither SHPF nor any of SHPF's employees, agents or volunteers who may enter a school site during the time that students are present have been convicted of a felony; and
  - D. As required, provide a list of the names of SHPF's employees, agents and volunteers who may have contact with students to MDUSD administrator for this MOU.
- 11. <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 MDUSD with certificates of insurance evidencing such coverage.

12. <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:

Name:

**David Conrad** 

Title:

Chief Financial Officer

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

Telephone:

(203)364-7179

Email:

dave.conrad@sandyhookpromise.org

#### To MDUSD:

Name:

Dr. Adam Clark Ed.D.

Title:

Superintendent

Entity:

Mt. Diablo Unified School District

Address:

1936 Carlotta Drive, Concord, CA 94519

Telephone:

925-682-8000

Email:

clarka@mdusd.org

- 13. <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.
- 14. <u>ENTIRE MOU/AMENDMENT</u>. This MOU, and all exhibits to this MOU 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, as described in Section 5, above.



Signature line on this page reflects agreement and acknowledgement of the content, tasks, and responsibilities outlined in Exhibits A-G.

- MDUSD -	- SHPF-					
BY (SIGN):	BY (SIGN):					
NAME (Print): Dr. Adam Clark Ed.D	NAME (Print): David Conrad					
POSITION: Superintendent	POSITION: Chief Financial Officer					
DATE: 4.24.23	DATE:5/8/2023					

[Signature page Say Something Anonymous Reporting System (SS-ARS) Memorandum of Understanding]



#### EXHIBIT A -1 - SS-ARS PROGRAM SPECIFICS

SHPF and MDUSD agree to this agreement as follows:

SHPF will perform the following duties:

- 1. SHPF shall provide training and support of SS-ARS to MDUSD students and team members. SHPF will manage and maintain the 24/7 crisis center, App and Website for students, educators, administrators, and parents of MDUSD's students to use to submit anonymous tips.
- 2. SHPF shall implement SS-ARS by retaining qualified persons (Instructors), digital-download instruction and training video to provide training and technical assistance to MDUSD.
- 3. SHPF shall manage the 24/7/365 call center and provide them with MDUSD developed and approved team member contact information, exceptional protocols (Exhibit D), Reporting Process and Protocols (Exhibit E) and contact list.
- 4. SHPF 24/7/ Call Center will, per MDUSD direction, triage all tip submissions prior to trafficking to MDUSD.
- 5. SHPF 24/7/365 Call Center will provide crisis management to any tip submission per MDUSD developed and approved Life Safety and Non-Life Safety Tip Definitions (Exhibit D), Reporting Process and Protocols (Exhibit E), state and federal laws.
- 6. SHPF shall share and/or provide immediate, direct access to MDUSD all information gathered using SS-ARS including number of participants, schools, tip details and dispositions.
- SHPF will provide prompt, support of SS-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 SS-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 MDUSD, SHPF shall always maintain the anonymity of all data and other information received in connection with the SS-ARS program, 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 MDUSD a limited, non-exclusive, non-transferable, revocable subscription SS-ARS license during the term of this MOU, solely for MDUSD's purposes including (a) to use, perform, and digitally display SS-ARS and (b) to access, display, search, analyze, reformat, download, and print reports of any submissions and/or results generated by the authorized use of SS-ARS.
- 10. SHPF will provide each user identified on MDUSD's contact list with a unique username and password to enable such users to access SS-ARS pursuant to this agreement. SHPF may alternatively provide an assigned MDUSD Administrator with a unique username and password, which such Administrator will use to create and issue additional unique usernames and passwords for MDUSD's additional users. SHPF may change or update these username and passwords, with notice to MDUSD. Each username and password may only be used to access SS-ARS during 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 life safety events, as described in Exhibit D. 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, MDUSD acknowledges, by signing Exhibit F 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 PO Box 3489 Newtown, CT 06470

Or contact us by email at anathea.chartrand@sandyhookpromise.org

## **EXHIBIT A -2 - SS-ARS PROGRAM SPECIFICS**

MDUSD will perform the following duties:

- 1. MDUSD to provide and update SHPF with the Reporting Process and contact list for the SHPF call center to contact all tip submissions.
- 2. MDUSD acknowledges and agrees that only users are entitled to receive a username and password and to access the Services. MDUSD will provide to SHPF information and other assistance as necessary to enable SHPF to establish usernames for users, and MDUSD will verify all user requests for account passwords. MDUSD will ensure that each username and password issued to a user will be used only by that user. MDUSD is responsible for maintaining the confidentiality of all users' usernames and passwords and is solely responsible for all activities that occur under these usernames. MDUSD 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 MDUSD, 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. MDUSD acknowledges and agrees to act upon all known SS-ARS submissions in accordance with MDUSD policies and procedures.
- 4. MDUSD 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 - SS-ARS TERMS OF USE**

The Say Something mobile application ("App"), SaySomething.net website ("Site"), and 844-5-SAYNOW Telephone ("Phone") anonymous reporting system products and services are offered by Sandy Hook Promise Foundation ("SHPFF") through its service providers Navigate 360 Software, LLC ("Navigate 360").

By downloading the Say Something App, accessing the Site at <a href="www.saysomething.net">www.saysomething.net</a>, and/or calling the 24/7 Phone at 844-5SAYNOW, you indicate that you understand and agree to be bound by the following Terms of Use. IF YOU DO NOT AGREE WITH ALL THE PROVISIONS OF THESE TERMS OF USE, DO NOT ACCESS OR USE THE APP, SITE OR PHONE.

- 1. Eligibility. Only students from MDUSD school in grade levels 6-12 can establish a student account.
- **2. Changes to Terms of Use.** SHPF reserves the right, in our sole discretion, to change, modify, add, or remove portions of the Terms of Use at any time. You agree to review the Terms of Use periodically. Your continued use of the Say Something App, Site and Website after any such changes become effective constitutes your acceptance of such updated and/or revised Terms of Use.
- **3. Online Privacy Policy.** The Say Something App, Site and Phone privacy policy describes our practices concerning information that you provide or that we may collect, and by accepting these Terms of Use, you consent to our collection, use, disclosure, and transfer of information in compliance with our privacy policy.
- **4. Say Something App and Site Licensee.** Subject to these Terms of Use, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the App and Site for your personal, non-commercial use only and as permitted by the features of the App. SHPF reserves all rights not expressly granted herein in the App and Site and as defined below. SHPF and/or Navigate 360 may terminate this license at any time for any reason or no reason. Except as expressly authorized in this Section 4, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the App or Site, including in each case any content contained therein, other than the content that you legally upload to the App and/or Site.
- **5. Mobile Services.** To the extent you access the App or Site through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain mobile services may be prohibited or restricted by your carrier, and not all mobile services may work with all carriers or devices.

## 6. Say Something App Password and School Affiliation

To operate the app, the user agrees to create a password and select his or her affiliated school. SHPF strongly encourages users to set "difficult" passwords (use a combination of numbers, symbols, and upper- and lower-case letters). Password and school affiliation can be changed within the setup section of the App. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You agree to notify SHPF immediately by email at <a href="mailto:saysomething@sandyhookpromise.org">saysomething@sandyhookpromise.org</a> of any unauthorized use of your account. SHPF, MDUSD, and our Technology and Service Providers will not be liable for any losses caused by any unauthorized use of your account.

#### 7. Tip Submission and Related Policies



Tip submission is done through use of the App, Site or Phone. You can write and speak (Phone only) the tip and/or submit photographs, videos, audio files or other content or information. You acknowledge and agree that tips may be disclosed to law enforcement, your selected affiliated school, and other third parties as we deem appropriate in our sole discretion to protect your personal safety or the safety of others or prevent any unlawful, harmful, inappropriate or dangerous activity. By submitting a tip, you acknowledge and agree that SHPF, its Technology and Service Providers and your selected affiliated school, are authorized but not obligated to take any steps they deem appropriate in their sole discretion to follow up on such tips. SHPF, ITS TECHNOLOGY AND SERVICE PROVIDERS AND YOUR SELECTED AFFILIATED SCHOOL ARE NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY TO YOU OR ANYONE ELSE, WITH RESPECT TO ANY TIP YOU CHOOSE TO SUBMIT USING THE APP, SITE OR PHONE, OR WITH RESPECT TO ANY ACTION OR INACTION UNDERTAKEN OR NOT UNDERTAKEN IN RESPONSE TO YOUR TIP. You are solely responsible for any submitted tip you report through the App, Site or Phone, including any submitted tip that is viewed as being obscene, offensive, inappropriate, defamatory, untruthful, illicit, harassing, threatening, stalking, discriminatory, abusive, or profane. SHPF and its Technology and Service Providers reserve the right to reject and/or remove any submitted tip.

The following additional policies and rules apply:

- a. Always call 911 immediately in the event of an emergency. The App, Site and Phone are not a substitute for reporting incidents of concern to law enforcement, medical and emergency personnel.
- b. You and your submitted tip are subject to applicable laws, regulations, and your affiliated school's policies.
- c. You agree not to engage in illegal, inappropriate, or other prohibited activities in connection with the app or website, including without limitation: (i) copying, distributing, or disclosing any part of the App or Site in any form; (ii) using any automated system, such as robots to access and submit a tip that results in multiple submissions; (iii) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the app or website; (iv) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (v) uploading invalid data, viruses, worms, or other software agents through the App or Site; (vi) using the App, Site or Phone for any commercial advertising or solicitation purposes; and (vii) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, or conducting fraud.
- d. SHPF and/or its Technology and Service Providers reserve the right to investigate and take appropriate legal action against anyone who, in SHPF's and/or its Technology and Service Providers sole discretion, violates these Terms, including without limitation, removing the offending content from the Say Something App and/or Site, suspending or terminating the account of such violators and reporting you to the law enforcement authorities.

## 8. Our Proprietary Rights

Except for your submitted tip only, the App, Site, Phone and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, and all intellectual property rights related thereto, are the exclusive property of SHPF, and where applicable, its Technology and Service Providers. Except as explicitly provided herein, nothing herein shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from the Say Something App, Site or Phone or any content thereon. Use of the App, Site or Phone content for any purpose not expressly permitted by these Terms of Use is strictly prohibited. You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the technology and software underlying the App, Site or Phone.



The Say Something, Say Something Anonymous Reporting System (SS-ARS), and Sandy Hook Promise Foundation names, logos and other trademarks are the sole and exclusive property of SHPF. The Navigate 360 names, logos, and other trademarks are the sole and exclusive property of Navigate 360. Nothing in these Terms or the App, Site or Phone should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of foregoing trademarks or other trademarks displayed through the App, Site or Phone without SHPF's and/or Navigate 360's prior written permission in each instance. As between you and SHPF and/or Navigate 360, all goodwill generated from the use of such trademarks will inure to SHPF's and/or Navigate 360's exclusive benefit.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, and other information about the App, Site or Phone ("Feedback") you provide to SHPF or our Technology and Service Providers is non-confidential, and SHPF will be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## 9. App Store Providers Terms

Apple Inc., Google, Inc., or Microsoft Corporation will be a third-party beneficiary to these Terms of Use if you access them for applications developed for Apple iOS, Android, or Microsoft Windows-powered mobile devices, respectively. These third-party beneficiaries are not parties to this agreement and are not responsible for the provision or support of the app in any manner. Your access to the app is subject to terms set forth in the applicable third-party beneficiary's terms of service. The following additional terms apply to your use of the app obtained through the Apple Store:

- You will only use the App in connection with a device that you own or control;
- b. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
- c. You acknowledge and agree that SHPF, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the application;
- d. You acknowledge and agree that, in the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, SHPF, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim; and
- e. Both you and SHPF acknowledge and agree that, in your use of the App, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use.

#### 10. Indemnity

You agree to defend, indemnify and hold harmless SHPF, its Technology and Service Providers, and its and their affiliates, officers, directors, employees, contractors, agents, representatives and licensors from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use of and access to the App, Site and Phone, including any data or content transmitted or received by you; (b) your violation of any term of these Terms of Use; (c) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (d) your violation of any applicable law, rule, regulation or affiliated school policy; (e) any claim or damages that arise as a result of any of your submitted tips; or (f) any other party's access and use of the App, Site or Phone using your password, case number or other appropriate security code. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim and to reimburse us for the reasonable costs and expenses thereof. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

## 11. No Warranty



YOUR USE OF THE APP, SITE OR PHONE ARE AT YOUR SOLE RISK. ANY INFORMATION OR DATA WITHIN THE APP OR SITE MAY NOT BE ACCURATE. SAY SOMETHING APP, SITE AND PHONE ARE PROVIDED 'AS IS' AND WE AND OUR TECHNOLOGY AND SERVICE PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SHPF AND OUR TECHNOLOGY AND SERVICE PROVIDERS DO NOT WARRANT THAT THE APP, SITE OR PHONE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM DEFECTS OR ERRORS, OR THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APP, SITE OR PHONE WILL BE ACCURATE OR RELIABLE. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS THEREFORE STRICTLY AT YOUR OWN RISK. BY DOWNLOADING THE APP AND/OR ACCESSING THE SITE OR PHONE YOU EXPRESSLY AGREE TO HOLD SHPF AND ITS TECHNOLOGY AND SERVICE PROVIDERS HARMLESS FROM ANY LOSS, HARM, INJURY, OR DAMAGE WHATSOEVER ARISING FROM OR ARISING OUT OF YOUR USE. THE APP, SITE AND PHONE ARE PROVIDED FOR CONVENIENCE ONLY, AND SHPF AND ITS TECHNOLOGY AND SERVICE PROVIDERS MAKE NO REPRESENTATION OR WARRANTY THAT ANY ACTION WILL BE TAKEN IN RESPONSE TO ANY TIPS SUBMITTED OR THAT ANY ACTIONS UNDERTAKEN WILL BE ABLE TO ADDRESS THE SITUATION REPORTED OR PREVENT ANY HARM.

#### 12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SHPF, ITS TECHNOLOGY AND SERVICE PROVIDERS OR ANY OF THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE APP, SITE OR PHONE OR FROM ANY ACTIONS OR INACTIONS WITH RESPECT TO INFORMATION REPORTED THEREON. UNDER NO CIRCUMSTANCES WILL SHPF BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE APP, SITE OR PHONE OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHPF ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER CLAIMS OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR APP, SITE OR PHONE OR FROM ANY ACTIONS OR INACTIONS TAKEN BY OR ON BEHALF OF SHPF, ITS TECHNOLOGY AND SERVICE PROVIDERS OR ANY OF THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES WITH RESPECT TO INFORMATION REPORTED THEREON; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR OR OUR TECHNOLOGY AND SERVICE PROVIDERS' SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE APP, SITE OR PHONE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR APP, SITE OR PHONE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE APP, SITE OR PHONE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL SHPF, ITS TECHNOLOGY AND SERVICE PROVIDERS OR ANY OF THEIR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING \$100.00.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF SHPF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.



SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE APP, SITE OR PHONE OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SERVICES.

- **13. Governing Law.** You hereby submit to the exclusive jurisdiction of, and waive any venue objections against, federal and state courts located in the State of Connecticut.
- **14. Third Party Beneficiary.** The Technology and Service Providers are third-party beneficiaries to this Agreement between SHPF and MDUSD and is entitled to the rights and benefits hereunder, including without limitation the limitation of liability and indemnification provisions, and may directly enforce the provisions hereof as if any one of the Technology and Service Providers were a party to this Agreement.
- **15. General.** These Terms of Use constitute the entire agreement between you and SHPF and govern your use of the App, Site and Phone, superseding any prior agreements between you and SHPF with respect the subject hereof. The failure of SHPF to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the App, Site or Phone or these Term of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred. SHPF may assign or transfer these Terms of Use, in whole or in part, without restriction. The section titles in these Term of Use are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. We may also provide notices to you of changes to these Term of Use or other matters by displaying notices or links to notices generally on the App, Site or by message with use of the Phone.
- **16. Contact Us.** Please contact us at the following address:

Sandy Hook Promise PO Box 3489 Newtown, CT 06470

Or contact us by email at anathea.chartrand@sandyhookpromise.org



## **EXHIBIT C – SS-ARS PRIVACY AGREEMENT**

This Privacy Policy describes how we at Sandy Hook Promise ("SHPF"), together with our partners Navigate 360, LLC (our "Partner"), collect, use, share and maintain information from you when you use our Say Something mobile app (the "App") or related website, <a href="https://www.saysomething.net">www.saysomething.net</a> (the "Site") and telephone crisis line, 844-5-SAYNOW (the "Phone"). The App, Site and Phone are designed to maximize your privacy, by providing you with a means to anonymously report events or issues of concern to you. Accordingly, we do not require you to provide any personally identifiable information when you use the App, Site or Phone. However, you may provide such information at your discretion.

By using the App, Site and/or the Phone, you consent to the use, disclosure, transfer, and processing of information we collect from you as set forth in this Privacy Policy.

Please note that when you use the App, Site or Phone, you may connect with your school, which, along with SHPF, helps triage and act on the information you provide. Once the information is received by your school, it will no longer be governed by this Privacy Policy. If you wish to know about the data privacy practices of your school, please contact officials directly.

#### What information do we collect?

<u>Information You Provide:</u> SHPF and our Partners collect information from you when you provide it through the App, Site and/or Phone. You provide information, for example, when you initially select a school; report and/or update a tip; submit pictures, videos, audio files, or other content; make informational inquiries using topic tabs on the App and website and, update your school location (via the App only).

#### How do we use this information?

SHPF and our Partners may use the information we collect for legitimate purposes, such as:

- helping you in an emergency, such as by directing your tips and other communications to operators and responding via secure, anonymous live chat;
- o providing you with additional or added products, services, or information as it relates to your submission;
- o providing you with information about the App, Site or Phone required notices;
- improving the App, Site or Phone services we provide, such as by using analytics to improve and enhance the performance and ease of use;
- o generating and analyzing statistics about your anonymous use of the App, Site and/or the Phone;
- detecting, preventing, and responding to fraud, intellectual property infringement, violations of our Terms of Use, violations of law, or other misuse of the App, Site and/or Phone; and
- o to support our business performance and operations (e.g., reports, trends, etc.).

## When and to whom do we disclose the information?

We disclose the information you provide through the App, Site or Phone to the affiliated school you designate on the App, Site or on the Phone.

We also may disclose information we collect from you:

- o to public safety officials and other government entities on an emergency basis or when requested by you;
- o as required by law, such as to comply with a subpoena or other legal process, or to comply with government reporting obligations;
- when we believe in good faith that disclosure is necessary (a) to protect our rights, the integrity of the App, Site
  and Phone, the rights of the schools with which we partner, or your safety or the safety of others, or (b) to detect,



prevent, or respond to fraud, intellectual property infringement, violations of our Terms and Conditions for the App, Site and Phone, violations of law, or other misuse of the App, Site and/or Phone; and

o to another organization in the event, we were to combine with or be acquired by that organization.

We do not share any personal information with third parties for their marketing purposes.

## **Security of Collected Information**

SHPF and our Partners use reasonable efforts to maintain the security, confidentiality, and integrity of information we collect through the App, Site and Phone. Your account on the App is password-protected, so unless you share your password, only you can access and view the information in the account. You are responsible for maintaining the secrecy of your password and any account information.

#### Information from Children

Because our site is a serious tool used to help prevent violence and victimization in schools, we do not allow anyone under grade 6 to use our App, Site or Phone. If you believe we have received information from someone under grade 6, please contact us at the email address provided at the end of this Policy.

#### **Retention of Information**

We may retain your submitted tip and information regarding your affiliated school for a minimum of 8 years or as long as necessary to fulfill the purposes described in this Privacy Policy, as required by law, or for legitimate business purposes to the extent permitted by applicable law.

## **Stories of Impact & Data Sharing**

SHPF periodically shares SS-ARS "stories of impact" and/or tip data internally, with donors, members of the media, as part of national/regional research projects, and our SS-ARS partners to showcase the impact our program has on student lives and their school and community culture, and to make changes to programs, where necessary. When we share these stories and data, all information specific to gender, location, and any other details that could allow the tipster, victim, or the school to be recognized are scrubbed from story or data, unless otherwise agreed to by MDUSD. Any use of tip data in research is similarly disaggregated and anonymized.

#### **IP Disclosure**

SHPF takes the anonymity of our Tipsters very seriously—after all, the promise of anonymity is the foundation of our program and one of the important reasons we have been able to save countless lives. We have an unequivocal commitment to protecting the anonymity of those who *Say Something* to get help for someone who is a potential danger to themselves or others—that is, for Tipsters who report *in good faith*.

As noted above, there are rare cases, however, in which a Tipster may make a false claim or use the system to harass or intimidate others— and in such cases, anonymity of the Tipster is not guaranteed. The Crisis Center Team has access to two pieces of information that can help narrow-down or identify a Tipster:

- IP address (web/mobile tips)
- Caller ID information (hotline tips)

For a district to gain access to either of the above pieces of information, they must:

- 1. Submit a formal request for IP address/Caller ID retention.
- 2. Provide a detailed articulation of surrounding events, investigation efforts/outcomes, a law enforcement case number, and contact information for a law enforcement sponsor.



3. Conduct a phone call with Crisis Center Management to discuss the rationale behind the request.

#### What to Know about IP Addresses:

- IP addresses are only stored by the P3 system for 72 hours following a tip's initial submission; once this 72-hour window has closed, the IP address is permanently purged and no longer available.
- IP retention requests must be made within this 72-hour window; when an IP retention request is made, the IP(s) are pulled and securely stored by a member of the Crisis Center Team.
- Retained IP(s) will not be disclosed until proper documentation, including an articulation of events and outcomes (based on the **Disclosure Criteria** listed below), is provided in writing and approved by the Crisis Center Director or designees listed below.
- Disclosure of an IP address is not "breaking anonymity" and does not guarantee you will be able to ID the tipster; an IP address is a single clue in part of a larger investigation.
- IP addresses are unreliable if associated with public internet service (e.g. Starbucks, school Wi-Fi, etc.), if originating from a mobile hotspot, or if concealed by a VPN (virtual private network).
- Typically, internet service providers (e.g., AT&T) will require a subpoena to disclose the subscriber information associated with an IP address, which can be used to narrow the identity of a tipster; this particular area of technical support is not generally available outside of standard M-F business hours; understand that information you seek often does not come quickly or easily. Additionally, any information obtained from an internet service provider pertains to an adult account holder and not a juvenile. This may require additional resources to connect the adult to a potential juvenile in question for this information to be helpful.
- There are no "reverse-lookup" capabilities for IP addresses.

## **IP Address/Caller ID Disclosure Criteria**

First-person Tips: Tipster is reporting about themself or about harm they are planning to commit

- Imminent threat to life or property
- Tipster refuses to self-identify
- Tipster refuses to provide any details that can be used by district / school personnel or law enforcement to identify the tipster.

Third-person Tips: Tipster is reporting about someone else or about a threat with which the tipster is not involved

- Information provided is seemingly legitimate and credible
- Upon a thorough investigation, a reasonable person would conclude that the information was deliberately false and provided with the intent to harm or disrupt (i.e., information was provided in bad faith; considered an "abuse of the system")
- Results in a significant expenditure of time and/or resources OR in undue harm to an individual(s)

## **Changes to this Privacy Policy**

We may update this Privacy Policy periodically and without prior notice to you to reflect changes in our information practices. Whenever we update the Policy, we will post new (revised) Privacy Policy within the App or on the Site.

#### Contact us

If you have any questions about this Privacy Policy or our use of your information collected through the App or the Site, please contact us at anathea.simpkins@sandyhookpromise.org.



#### **EXHIBIT D - SS-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
- 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

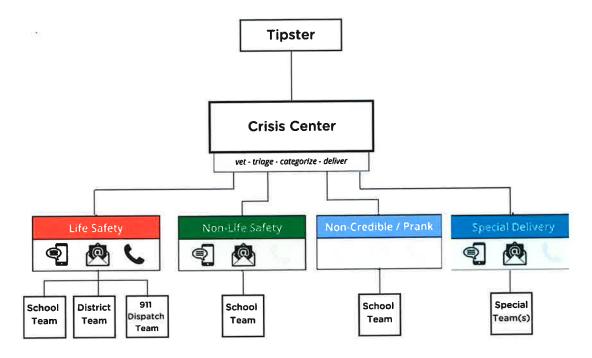
Hate Crime / Hate Speech Theft

Hazing Toxic / Abusive Relationship

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



## **EXHIBIT E - REPORTING PROCESS AND PROTOCOLS**



All Non-Life Safety tips are sent to School Team contacts between the hours of 6:00am - 6:00pm weekdays and 10:00am - 6:00pm weekends (local time).

# 16. Contact Us. Please contact us at the following address:

Sandy Hook Promise PO Box 3489 Newtown, CT 06470

Or contact us by email at anathea.chartrand@sandyhookpromise.org



#### **EXHIBIT F**

## 911 Dispatch Training and P3 Use

The SS-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 SS-ARS training available to all local 911 dispatch centers in accordance with the SS-ARS model. It will also make available the SS-ARS web-based tip management system which provides access 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

MDUSD 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 SS-ARS model or web-based 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 anathea.chartrand@sandyhookpromise.org



## **EXHIBIT G**

# **Participating School List**

ating 1	Account Name	Street Address	City	NCES School ID	School Type	Grade Renge	Grades Served	Include on Tip Form	Team Requi	Ired Student Training	Required SAVE Club Requir
							KG; 01; 02; 03; 04; 05; 06;	W	<b>☑</b> Yes	<b>✓</b> Yes	✓ Yes
	Horizons School: Independent Study	1 Santa Barbara Road	Pleasant Hill	062637009946	Alternative	K-12	07; 08; 09; 10; 11; 12 01; 02; 03; 04; 05; 06; 07;	Z Yes	_	=	<b>☑</b> Yes
	Eagle Peak Montessorl	800 Hutchinson Road	Walnut Creek	062637008688	Charter / Laboratory	Elementary	08	Yes	✓ Yes	Yes	Yes
	Holbrook Language Academy	3333 Ronald Way	Concord	062637003953	Traditional Public	Elementary	KG; 01; 02; 03; 04; 05; 06 KG; 01; 02; 03; 04; 05; 06;	Yes	Yes	Z Yes	\ <del></del>
	Sunrise (Special Education)	1861 Silverwood Drive	Concord	062637003966	Special Education	Elementary	07; 08	Yes	Yes	Yes Yes	Yes
	Crossroads High	2701 Willow Pass Road	Concord	062637000183	Alternative	High	07; 08; 09; 10; 11; 12	Yes Yes	Yes	✓ Yes	Yes Yes
	College Park High	201 Viking Drive	Pleasant Hill	062637003941	Traditional Public	High	09; 10; 11; 12	Yes	Yes	Yes	Yes
	Concord High	4200 Concord Boulevard	Concord	062637003942	Traditional Public	High	09; 10; 11; 12	Yes Yes	Yes	Yes	Yes
	Mt. Diablo High	2450 Grant Street	Concord	062637003960	Traditional Public	High	09; 10; 11; 12	₩ Yes	Yes	Yes	Yes
	Northgate High	425 Castle Rock Road	Walnut Creek	062637003961	Traditional Public	High	09; 10; 11; 12	Yes	Yes	Yes	<b>Yes</b>
	Olympic Continuation High	2730 Salvlo Street	Concord	062637003963	Alternative	High	09; 10; 11; 12	Yes	Yes	Yes	Yes Yes
	Ygnacio Valley High	755 Oak Grove Road	Concord	062637003986	Traditional Public	High	09; 10; 11; 12	Yes	✓ Yes	Z Yes	✓ Yes
	Diable Community Day	1026 Mohr Lane	Concord	062637008458	Alternative	High	07; 08; 09; 10; 11; 12	Yes	Yes	Yes	Yes
	Diablo View Middle	300 Diablo View Lane	Clayton	062637001967	Traditional Public	Middle	06; 07; 08	Yes	Yes	Yes	Yes Yes
	El Dorado Middle	1750 West Street	Concord	062637003944	Traditional Public	Middle	06; 07; 08	<b>Yes</b>	Yes	Yes	Yes
		2775 Cedro Lane	Walnut Creek	062637003947	Traditional Public	Middle	06; 07; 08	Ves Yes	Yes Yes	Yes	Yes
	Foothill Middle	2050 Minert Road	Concord	062637003962	Traditional Public	Middle	06; 07; 08	Yes	Yes	Yes	✓ Yes
	Oak Grove Middle	5522 Pine Hollow Road	Concord	062637003965	Traditional Public	Middle	06; 07; 08	☑ Yes	✓ Yes	Yes	Yes
	Pine Hollow Middle	205 Pacifica Avenue	Bay Point	062637003969		Middle	06; 07; 08	Ves Yes	Yes	Yes	✓ Yes
	Riverview Middle	181 Viking Drive	Pleasant Hill	062637003979	Traditional Public	Middle	06; 07; 08	✓ Yes	Yes	Yes Yes	Yes Yes
	Valley View Middle	265 Boyd Road	Pleasant Hill	062637008916	Traditional Public	Middle	06; 07; 08	₩ Yes	Yes	Yes Yes	₹ Yes
	Sequola Middle	1 Santa Barbara Road	Pleasant Hill	062637007076		Middle	06; 07; 08	₩ Yes	Yes	Yes	Yes
_	Pleasant Hill Middle		Pleasant mil	002037007070	maditional rubic	Middle	00,07,00				
Co	unt 2	1						X No	X No	X No	X No
	Cambridge Elementary	1135 Lacey Lane	Concord	062637002932		Elementary	KG; 01; 02; 03; 04; 05	X No	X No	X No	X No
	Gragory Gardens Elementary	1 Corritone Court	Pleasant Hill	062637002956		Elementary	KG; 01; 02; 03; 04; 05		X No	X No	X No
	Ayers Elementary	5120 Myrtle Drive	Concord	062637003934	Traditional Public	Elementary	KG; 01; 02; 03; 04; 05	X No	X No	X No	X No
	Bancroft Elementary	2200 Parish Drive	Walnut Creek	062637003935	Traditional Public	Elementary	KG; 01: 02; 03; 04; 05	X No	X No	X No	X No
	Bel Air Elementary	663 Canal Road	Bay Point	062637003936	Traditional Public	Elementary	KG; 01; 02; 03; 04; 05	X No	X No	X No	X No
	El Monte Elementary	1400 Dina Drive	Concord	062637003945		Elementary	KG; 01; 02; 03; 04; 05	X No	X No	X No	X No
	Fair Oaks Elementary	2400 Lisa Lane	Pleasant Hill	062637003946		Elementary	KG; 01; 02; 03; 04; 05	X No	X No	X No	X No
	Hidden Valley Elementary	500 Glacier Drive	Martinez	062637003950	Traditional Public	Elementary	KG; 01; 02; 03; 04; 05	X No		X No	X No
	Highlands Elementary	1326 Pennsylvania Boulevard	Concord	062637003951	Traditional Public	Elementary	KG; 01; 02; 03; 04; 05	X No	X No	X No	X No
	Meadow Homes Elementary	1371 Detroit Avenue	Concord	062637003956	Traditional Public	Elementary	KG; 01; 02; 03; 04; 05	X No	X No	• • • • • •	X No
	Monte Gardens Elementary	3841 Larkspur Drive	Concord	062637003957	Traditional Public	Elementary	KG; 01; 02; 03; 04; 05	X No	X No	X No	X No
	Mountain View Elementary	1705 Thornwood Drive	Concord	062637003958	Traditional Public	Elementary	KG; 01; 02; 03; 04; 05	X No	X No	X No	X No
	Mt. Diablo Elementary	5880 Mount Zion Drive	Clayton	062637003959	Traditional Public	Elementary	KG; 01; 02; 03; 04; 05	X No	X No	X No	X No
	Pleasant Hill Elementary	2097 Oak Park Boulevard	Pleasant Hill	062637003967	Traditional Public	Elementary	KG; 01; 02; 03; 04; 05	X No	X No	X No	X No
	Shore Acres Elementary	351 Marina Road	Bay Point	062637003972	Traditional Public	Elementary	KG; 01; 02; 03; 04; 05	X No	X No	X No	X No
	Silverwood Elementary	1649 Claycord Avenue	Concord	062637003973	Traditional Public	Elementary	KG; 01; 02; 03; 04; 05	X No	X No	X No	
	Strandwood Elementary	416 Gladys Drive	Pleasant Hill	062637003974	Traditional Public	Elementary	KG; 01; 02; 03; 04; 05	× No	X No	X No	X No
	Sun Terrace Elementary	2448 Floyd Lane	Concord	062637003975	Traditional Public	Elementary	KG; 01; 02; 03; 04; 05	X No	X No	X No	X No
	Valhalla Elementary	530 Kiki Drive	Pleasant Hill	062637003977	Traditional Public	Elementary	KG; 01; 02; 03; 04; 05	× No	X No	X No	X No X No
	Valle Verde Elementary	3275 Peachwillow Lane	Walnut Creek	062637003978	Traditional Public	Elementary	KG; 01; 02; 03; 04; 05	× No	X No	X No	
	Walnut Acres Elementary	180 Cerezo Drive	Walnut Creek	062637003980	Traditional Public	Elementary	KG; 01; 02; 03; 04; 05	X No	X No	X No	X No
	Westwood Elementary	1748 West Street	Concord	062637003981	Traditional Public	Elementary	KG; 01; 02; 03; 04; 05	X No	X No	X No	X No
	Woodside Elementary	761 San Simeon Drive	Concord	062637003983		Elementary	KG; 01; 02; 03; 04; 05	X No	X No	X No	X No
	Wren Avenue Elementary	3339 Wren Avenue	Concord	062637003984		Elementary	KG; 01; 02; 03; 04; 05	× No	X No	X No	X No
	Ygnacio Valley Elementary	2217 Chalomar Road	Concord	062637003985		Elementary	KG; 01; 02; 03; 04; 05	× No	X No	× No	X No
	Seguoia Elementary	277 Boyd Road	Pleasant Hill	062637007319		Elementary	KG; 01; 02; 03; 04; 05	X No	X No	X No	X No
		611 Pacifica Avenue	Bay Point	062637009406		Elementary	KG; 01; 02; 03; 04; 05	X No	X No	X No	X No
	Rio Vista Elementary Delta View Elementary	2916 Rio Verde	Pittsburg		Traditional Public	Elementary	KG; 01: 02; 03; 04; 05	X No	X No	× No	X No
Co	· · · · · · · · · · · · · · · · · · ·	2916 RIO VEIDE	. KBooig	55200,020,00							
Co		19									



## Any questions or concerns should be directed to:

Title:

National Deputy Director, Say Something Anonymous Reporting System

Company:

Sandy Hook Promise

Address:

PO Box 3489, Newtown, CT 06470

Telephone:

(718) 288-5849

Email:

anathea.chartrand@sandyhookpromise.org