

AGREEMENT FOR STUDENT ASSISTANCE SERVICES

This Agreement for Student Assistance Services (this “Agreement”), dated as of _____ (the “Effective Date”), is made by and between Coastline EAP d/b/a Rhode Island Student Assistance Services, a Rhode Island non-profit corporation with a principal address located at 931 Jefferson Blvd, Suite 1001, Warwick, Rhode Island 02886 (“RISAS”) and Chariho Regional School District, with a principal address located at 455A Switch Rd, Wood River Junction, RI 02894 (“School District”). Each of RISAS and School District is a “Party”, and collectively RISAS and School District are the “Parties”.

RECITALS

WHEREAS, RISAS provides student assistance services in various Rhode Island schools by a specially trained and certified, on-site master's degree student assistance counselor (SAC) in School District schools designed to prevent substance use and promote mental health of students;

WHEREAS, RISAS desires to provide such student assistance services to schools within School District in the capacity of an independent contractor;

WHEREAS, School District desires RISAS to provide such student assistance services to schools within School District in the capacity of an independent contractor, on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

1. Term and Termination of Agreement

1.1 The term of this Agreement shall be for one (1) year from the Effective Date. This Agreement shall automatically renew for an additional one (1) year term unless expressly terminated in writing at least thirty (30) days before the end of the term, or in the event that this Agreement is terminated for cause.

1.2 Termination Without Cause. Either party may terminate this Agreement with or without cause by providing not less than thirty (30) days’ written notice of such termination.

1.3 Termination for Cause related to RISAS. School District may request a replacement SAC or terminate this Agreement for cause upon written notice to RISAS on the occurrence of any of the following events:

- a. Any unprofessional or illegal conduct by the SAC.
- b. A pattern of inexcusable neglect, or one or more instances of gross negligence or willful neglect of duty by the SAC.

- c. The inability of RISAS to obtain or maintain general liability insurance coverage for the SAC.
- d. The SAC's failure to abide by policies and procedures established by School District.
- e. The use of alcohol or of an illegal or controlled substance which impairs the ability of the SAC to effectively perform the SAC's duties and obligations under this Agreement.
- f. If School District determines in good faith that the SAC is for any reason unable or unwilling to provide services in a manner consistent with professionally recognized standards applicable to SACs, or that termination is otherwise necessary to protect the health, safety, or well-being of School District's students.

1.4 Termination for Cause related to School District. RISAS shall have the right to terminate this Agreement for cause upon written notice to School District on the occurrence of any of the following events:

- a. School District fails to correct any material breach of this Agreement to the reasonable satisfaction of RISAS within thirty (30) days following written notice from RISAS specifying such breach. RISAS may, but is not obligated to, terminate this Agreement by such notice to School District.
- b. Any act by School District causing personal injury or property damage to RISAS or its employees as a result of its negligence.
- c. An act of fraud, dishonesty, or any other act of negligent, reckless, or willful misconduct in providing services.

2. Independent Contractor Status

2.1 Intent of Parties. The Parties intend to establish an independent contractor relationship, and nothing in this Agreement shall be construed as being inconsistent with that status or relationship.

2.2 RISAS Understanding. RISAS expressly represents and warrants that (1) it is not entitled to any compensation or benefits from School District other than as outlined in this Agreement; and (2) it is not authorized to enter into contracts or agreements on behalf of School District.

2.3 RISAS Controls Provision of Services. The parties to this Agreement agree that (a) RISAS reserves the right to determine the method, manner, and means by which the services will be performed; (b) RISAS and the SAC set their own

schedule to perform the services set forth in this Agreement; (c) due to the nature of the services provided, some of RISAS's services will be performed using the facility, equipment, or materials of respective schools within School District.

2.4 RISAS School Official Status. Notwithstanding the above, the parties agree that RISAS meets the definition of school official under 34 C.F.R. § 99.31(a)(1)(i)(B) for the limited purpose of the SAC's access to and use of education records.-

3. Services to be Provided by RISAS

3.1 RISAS will provide the Student Assistance Program (the "Program") based on the nationally recognized, evidence-based model Project SUCCESS {Schools Using Coordinated Community Efforts to Strengthen Students}. The Program is delivered by a specially trained onsite master's degree Student Assistance Counselor (SAC) in each respective school within School District. The SAC is an employee of RISAS and is supervised by RISAS. The school principals have the right to participate in RISAS interviews of prospective SACs for their respective school and to approve the SAC hired by RISAS for their school.

3.2 The Program services as delivered by the SAC include:

- a. **Prevention Education Series (PES).** A six to eight session alcohol, marijuana, tobacco, and other drug prevention program. Method of delivery and target grade to be determined by School District and RISAS including delivery options on school approved virtual platforms.
- b. **Confidential Assessment** for alcohol and other drug problems and mental health problems that interfere with students' school performance, attendance, and behavior.
- c. **Individual and Group Non-Clinical Counseling.** Conduct time limited individual and group non-clinical counseling sessions in-person or, if necessary, remotely in keeping with the approved platform used by other school support personnel if the school is then providing classes remotely. These counseling sessions do not involve diagnosis or treatment of cognitive, affective, or behavioral disorders arising from physical, environmental, or emotional conditions, or constitute clinical social work practice, clinical mental health counseling, clinical psychology, or the practice of other similar licensed professions, or formal psychotherapy and no clinical treatment records are prepared. They are intended to screen for risk of substance use and emotional and mental health well-being and to refer students for treatment if indicated.
- d. **Referrals to Substance Abuse and/or Mental Health Treatment Agencies** when appropriate and case management and follow-up.

- e. **Outreach and Orientation** to school personnel, students, and parents, on the Program.
- f. **School-Wide Awareness Activities** for students, school personnel and families.
- g. **Parent Programs** based on needs of the school will be conducted. Examples include, but are not limited to, education and information at parent orientation/open house, webinars for parents, community forums, and newsletters. RISAS offers a series of virtual webinars for parents on how to foster resilience in children during stressful times. These webinars are housed on the RISAS website (www.risas.org) and are available for schools to use.
- h. **On-Site and Virtual Consultation and Professional Development** to school personnel in order to increase identification, prevention and early intervention strategies with adolescent and pre-teen substance users and students at risk for substance use.
- i. **Referral Resource for Families** of students, whenever appropriate, relating to substance use.
- j. **Three Days of Intensive Orientation and Training for the SAC** on how to set up and implement the Program.
- k. **Ongoing Supervision and monitoring of the SAC** and program. **Annual Reports and Monthly (by request)** to the School District. Annual and monthly reports will include material information based on all services outlined in this section, key substance use prevention metrics, including the number of students served by RISAS, and any other non-identifying information reasonably requested by the School District.
- l. **Ongoing Professional Development for the SAC** to meet requirements of CSAC (Certified Student Assistance Counselor) and other professional licenses as required by the state.
- m. RISAS will **adjust services** to achieve the delivery levels above in person, hybrid, and virtual settings as may be required due to school closures.
- n. **Hours per week of SAC time** to deliver these services are thirty-seven and a half (37.5) from the start of school through the last day of school.
- o. **The SAC will collaborate** with School District and school personnel and clinicians to provide these services to students.

4. Responsibilities of School District

- 4.1 Provide the SAC with private office space with a telephone, desk, internet access, computer, access to a printer and a locked file cabinet. It is essential that the SAC has their own office space for the days they will be in school.
- 4.2 Send a letter to the student's parents/guardians describing the Program provided in this Agreement with their option to opt out of such services. The letter shall be substantially similar to the template letter attached to this Agreement as Exhibit A
- 4.3 Distribute RISAS approved program information to students during or before the first week of school.
- 4.4 Require faculty meetings explaining the Program, held within the first month of school.
- 4.5 Allow identified students to participate in rotating 20-45 minute group sessions during school hours.
- 4.6 Provide RISAS and the SAC sufficient use and access to the school's student data management system relating to demographic, academic, attendance, and disciplinary data, extracurricular involvement, family contact information, and referral information necessary to support the SAC's day-to-day student management and operational needs to provide the Program services, and to facilitate quality improvement of the Program (the "Limited Education Records") as described in Exhibit B.
- 4.7 In order to evaluate the effectiveness of the Program, the respective schools will provide data concerning students participating in the Program in accordance with the Data Sharing Agreement below.
- 4.8 Permit site visits to the school, upon reasonable advance notice, by private funders of RISAS and representatives of the Rhode Island Department of Behavioral Healthcare, Developmental Disabilities and Hospitals.
- 4.9 School District shall provide RISAS no later than _____ prior to the beginning of the school year copies of all policies and procedures established by School District that relate in any way to the conduct of the SAC and the delivery of services pursuant to this Agreement.

4.10 Ensure that RISAS supervisors of SACs are permitted access to the respective school's premises. RISAS will provide reasonable advance notice of such on-site supervision.

5. Payment for Services

5.1 School District shall pay RISAS the amount of Thirty Thousand Dollars (\$30,000.00) for services performed under this Agreement payable on _____. This payment constitutes approximately ___ (%) of the total cost, with the remainder provided by various grants and philanthropic donations.

6. Payment of Federal, State, and Local Payroll Taxes

6.1 RISAS acknowledges and agrees that School District shall not withhold or pay federal, state, or local taxes, or payroll taxes of any kind from RISAS's payments for services rendered, and that School District shall treat RISAS as an independent contractor with respect to payment of federal, state, and local tax purposes.

7. Scheduling of Services

7.1 RISAS and the SAC control the activities and services that are performed under this Agreement.

8. Insurance

8.1 RISAS represents that it currently maintains and shall maintain, in full force and effect, through the term of this Agreement, General Liability insurance with a minimum of 1 million dollars per occurrence and 2 million dollars in aggregate and, if applicable, Professional Liability insurance with a minimum of 1 million dollars per occurrence and 2 million dollars in aggregate, Abuse and Molestation insurance with a minimum of 1 million dollars per occurrence and 2 million dollars in aggregate, and a 5 million dollar umbrella insurance policy. The School District shall be added as an Additional Insured for all of the above policies. Proof of insurance shall be supplied to School District at least within thirty (30) days prior to the start of the school year. of request.

8.2 RISAS represents that it currently maintains and shall maintain, in full force and effect through, the term of this Agreement, Workers' Compensation insurance in an amount equal to the statutory obligations of the State and Employer's Liability coverage.

8.3 In the event RISAS or SAC connects to the School District's information technology network, RISAS shall obtain and maintain, in full force and

effect, through the term of this Agreement cyber insurance in the amount of ~~2 million dollars per occurrence and~~ 54 million in aggregate.

~~8.2~~

9. Confidentiality

- 9.1 School District agrees to implement the provisions of the Program and the Data Sharing Agreement below and comply with State and Federal law governing confidentiality for any program that provides services intended to prevent substance use and promote mental health of students to the extent applicable, including, without limitation, provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Family Education Records Privacy Act (FERPA), and the Confidentiality of Substance Use Disorder Patient Records regulation, 42 CFR Part 2. School District agrees that it does not have any right of access to, or use of, any confidential documents prepared by the SAC, or RISAS, that does not qualify as an educational record under FERPA.
- 9.2 RISAS agrees to implement the provisions of the Program and the Data Sharing Agreement below and comply with State and Federal law governing confidentiality for any program that provides services intended to prevent substance use and promote mental health of students to the extent applicable, including, without limitation, provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Family Education Records Privacy Act (FERPA), and the Confidentiality of Substance Use Disorder Patient Records regulation, 42 CFR Part 2, legal requirements of Title IX, and mandatory reporting requirements, including duty to report as defined by R.I. Gen. Laws §§ 40-11-1, et seq. RISAS agrees that it will notify appropriate school personnel in the event that the SAC or RISAS determine that a student or other individual has violated or is likely to violate school policy that School District provided under Section 4.9, has or is likely to discriminate or harass another person based on that individual's status in a protected class, or bully another person, or poses a significant imminent threat to the health or safety of that student or other individual(s).
- 9.3 RISAS and School District agree to preserve and maintain the confidentiality of the business affairs and relationships of School District and RISAS, respectively. Both during the term of this Agreement and after termination, the Parties shall not, directly or indirectly, use, publish or otherwise disclose any of the other Party's Confidential Information. For purposes of this Agreement, Confidential Information shall mean information or material that is not generally known or recognized as standard practice, whether or not the underlying details are in the public domain. Confidential Information includes, but is not limited to, personally identifiable information, protected health information, patient identifying information, information or material which relates to the Party's "know

how,” marketing, scheduling practices, pricing and billing information, logistical information and strategies; client lists; client prospect names and information; software in various stages of development; and any information of the type described above which the Party treats as proprietary, or which it designates as confidential, whether or not developed by the Party. The Parties agree to abide by all applicable state and federal laws and regulations governing the confidentiality of information. Upon termination of this Agreement, the Parties shall deliver to the other Party any and all materials relating to its business and shall be prohibited from retaining any copies, reproductions, or summaries of any written materials of the other Party. This covenant shall survive expiration of this Agreement. The Parties shall take all reasonable security measures to protect against the improper use, loss, access of and disclosure to any Confidential Information it may receive or have access to under this Agreement.

10. Data Sharing Agreement

- 10.1 In order to assist RISAS and the SAC in providing day-to-day student management and operations to provide the Program services and in evaluating and improving the services it performs under this Agreement, RISAS requires use and access, including exporting such data for such use and access, to the Limited Education Records described in Exhibit B to this Agreement (the “Limited Education Records”). For purposes only of the use and maintenance of the Limited Education Records in this Data Sharing Agreement, RISAS shall be under the direct control of the District under 34 C.F.R. § 99.31(a)(1)(i)(B) and is subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and re-disclosure of personally identifiable information from education records.
- 10.2 RISAS agrees that access or disclosure of the Limited Education Records is made only to the extent necessary to perform its duties under this Agreement, and the SAC, RISAS and its personnel will use the Limited Education Records for no other purpose. RISAS will disclose Limited Education Records only to its personnel with a need to access such data as a necessary part of the performance of this Agreement. RISAS is responsible for ensuring that its personnel have been trained to appropriately handle the Limited Education Records and will abide by the relevant provisions of FERPA. The names of the persons to whom such information may be disclosed are listed on Exhibit C which shall be updated by RISAS as necessary to inform School District of the persons having access to such information.
- 10.3 RISAS shall provide and evaluate services in a manner that does not permit personal identification of parents and students by anyone other than personnel of RISAS authorized by this Agreement with legitimate educational interests under this Agreement. RISAS represents that it has the

knowledge, skill, and resources necessary to sufficiently secure and encrypt the Limited Education Records. If RISAS uses a data management system that is an electronic database for storing Limited Education Records, then such data must be secured and protected in a manner that would be considered consistent with industry standards at a minimum, and all managers and other persons with access to such data must meet the FERPA requirements of persons having access to such data (e.g., each such person must require such access in order to conduct activities for School District under this Agreement).

- 10.4 RISAS agrees not to re-disclose the Limited Education Records to any third-parties without first de-identifying the Limited Education Records by redacting all personally identifiable information. No release of reports or information based on the Limited Education Records will include any personally identifiable information, as defined under FERPA, 34 CFR § 99.3.
- 10.5 RISAS agrees that School District makes no warranty concerning the accuracy of the Limited Education Records.
- 10.6 Notwithstanding the terms of this Agreement, the Parties may disclose the Limited Education Records if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the disclosing party must provide the other party prompt notice of the order and reasonably cooperate with efforts to obtain a protective order or otherwise limit disclosure.
- 10.7 RISAS's obligations to comply with FERPA requirements will survive the termination of this Agreement.
- 10.8 Upon termination or expiration of this Agreement, RISAS agrees to securely destroy or return promptly the Limited Education Records in the format and on the media in use as of that date.
- 10.9 RISAS shall implement and maintain a risk-based information security program to maintain any confidential information pursuant to this Agreement that contains reasonable security procedures and practices appropriate to (i) size and scope of its organization, (ii) the nature of the information maintained, and (iii) the purpose for which the information was collected.
- 10.10 In the event of an unauthorized breach of confidential information, including student records, that is maintained by RISAS, RISAS shall comply with all requirements of the Identity Theft Protection Act of 2015, R.I. Gen. Laws Sec. 11-49.3-4 ("Notification Requirements") on behalf of School District. RISAS shall comply and insure its third parties and

subcontractors comply with all reasonable School District requests for information related to RISAS meeting the Notification Requirements and shall cooperate with the School District to ensure compliance with Sec. 11-49.3-1 et seq.

11. Notices

11.1 Notices and all other communications provided for in this Agreement shall be in writing and shall be delivered personally or sent by email, or by overnight carrier to the Parties at the addresses set forth below (or such other addresses as specified by the Parties by like notice):

If to RISAS:

Melissa Emidy
Chief Program Officer
931 Jefferson Blvd Suite 1001
Warwick, RI 02886
memidy@risas.org

If to School District:

Gina Picard
Superintendent of Schools
Chariho Regional School District
Administration Building
455A Switch Rd, Wood River Junction
Rhode Island 02894
gina.picard@chariho.k12.ri.us

12. Indemnification

12.1 RISAS agrees to defend, indemnify, protect, save, and keep the School District harmless, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, lawsuits, liabilities, judgments, penalties, punitive damages, expenses, reasonable attorneys' fees and costs of any kind or amount whatsoever, which result from or arise out of any breach or failure to perform any of the obligations under this Agreement, and any negligent or intentional act or omission of RISAS and its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, the school or school district or its officers, directors, employees, agents or contractors. This indemnification shall survive the expiration or termination of this Agreement.

12.2 School District agree to defend, indemnify, protect, save, and keep RISAS harmless, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, lawsuits, liabilities, judgments, penalties, punitive damages, expenses, reasonable attorneys' fees and costs of any kind or amount whatsoever, which result from or arise out of any breach or failure to perform any of the obligations under this Agreement, and any negligent or intentional act or omission of the school and school district and its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of RISAS or its officers, directors, employees, agents or contractors. This indemnification shall survive the expiration or termination of this Agreement.

13. Representations

13.1 School District hereby represents and warrants that, as of the date hereof and continuing throughout the term of this Agreement, it is not and will not be in any way restricted or prohibited, contractually or otherwise, from entering into this Agreement or performing the services contemplated hereunder and is not subject to any agreement, including any confidentiality, non-competition, non-solicitation, or other restrictive covenant, obligation, or agreement, whether oral or written, that would prohibit his/her ability to enter into, execute and perform required services under this Agreement.

13.2 RISAS hereby represents and warrants that, as of the date hereof and continuing throughout the term of this Agreement, it is not and will not be in any way restricted or prohibited, contractually or otherwise, from entering into this Agreement or performing the services contemplated hereunder and is not subject to any agreement, including any confidentiality, non-competition, non-solicitation, or other restrictive covenant, obligation, or agreement, whether oral or written, that would prohibit his/her ability to enter into, execute and perform required services under this Agreement.

14. No Third Party Beneficiaries

14.1 Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or to give any person or entity, other than School District, the respective schools, and RISAS, any right, benefit, status as a third party beneficiary, or remedy or claim under or by reason of this Agreement, or any covenant, condition, or stipulation of this Agreement.

15. Amendments and Modifications

15.1 This Agreement may be modified, amended, altered, or changed, solely upon the mutual consent of the Parties hereto, evidenced by a written instrument duly executed by the Parties hereto.

16. Binding Effect

16.1 Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against, the respective heirs, executors, administrators, personal representatives, successors and assigns of the Parties.

17. Construction

17.1 Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms. Whenever the context may require, the singular form of any noun, pronoun, and verb shall include the plural form; the plural form of any noun, pronoun, and verb shall include the singular form.

18. Further Assurances

18.1 The Parties hereby agree that they shall execute and deliver any further documents necessary and take such further actions as may be reasonably requested to carry out the full intent and purpose of this Agreement.

19. Voluntary Execution

19.1 The Parties acknowledge that they have read this Agreement and understand its terms and that they have entered into it voluntarily. The Parties further acknowledge that they have had the opportunity to discuss this Agreement with advisors of their choice, including their attorneys.

20. Interpretation

20.1 Both Parties have contributed substantially and materially to the preparation of this Agreement, consequently, this Agreement will not be construed more strictly against one party than against any other merely by virtue of the fact that it may have been prepared by legal counsel to one of the Parties.

21. Severability

21.1. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, it shall be deemed separable from, and shall in no way affect

the validity or enforceability of, the remaining provisions of this Agreement, and the rights and obligations of the Parties shall be enforced to the fullest extent possible.

22. Counterparts; Electronic Signature

22.1 This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original but all of which will constitute one and the same agreement. This Agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature will constitute an original for all purposes.

23. Captions; Headings

23.1 The captions and headings used in this Agreement are for convenience and will not be considered for purposes of interpretation or construction.

24. Waiver

24.1 No waiver of any right, remedy, power, or privilege under this Agreement (“Right(s)”) is effective unless contained in a writing signed by the Party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right. The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise.

25. Attorneys’ Fees

25.1 In the event any party institutes a legal proceeding to enforce its or her rights hereunder, the legal fees, whether incurred in trial or appellate proceedings, and all costs of the proceedings, shall be paid by the non-prevailing party to the prevailing party.

26. Authority

26.1 The Parties represent that they are fully authorized to enter into this Agreement.

27. Assignment

27.1 Neither party shall assign its rights or obligations under this Agreement without the consent of the other party.

28. Entire Agreement

28.1 This Agreement constitutes the entire agreement between School District and RISAS with respect to its subject matter. No prior or contemporaneous, oral or written understandings, agreements, or representations with regard to the subject matter of this Agreement shall be of any force or effect unless set forth in this Agreement. No amendment to this Agreement or waiver of its provisions shall be valid unless committed to in writing and signed by both parties.

29. Governing Law and Venue

29.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island, without giving effect to its conflict of laws provisions. In the event of any dispute between the parties regarding the interpretation, application, or performance of this Agreement, the Parties agree that any resulting litigation shall be filed in a court of competent jurisdiction located in Providence, Rhode Island.

IN WITNESS WHEREOF, the parties agree to the terms of this Agreement.

School District

Coastline EAP d/b/a Rhode Island Student
Assistance Services

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A
SAMPLE SCHOOL PARENT LETTER

(Put on School Letterhead) Fall, 2025

Dear Parent/Guardian,

[Name of School] is implementing a Student Assistance Program based on the nationally recognized Project SUCCESS model. Coastline EAP/Rhode Island Student Assistance Services (RISAS) provides this initiative, which is funded through several sources, including the Rhode Island Department of Behavioral Health.

The goal of the Student Assistance Program is to prevent and reduce substance use and to enhance academic performance. The program offers school-wide awareness initiatives, classroom presentations, and individual or small group sessions designed to educate students about substance use's effects and develop skills for resisting peer pressure. It does not hold itself out as providing substance use diagnosis, treatment or referral for treatment.

[Name of Counselor], our Student Assistance Counselor, will implement this program at [Name of School]. [He/She/They] is employed by RISAS on a full-time (or part-time) basis and holds a master's degree in [Field] along with specialized training in substance use prevention and mental health promotion. [He/She/They] is available to meet with parents and students; please feel free to contact [Name of Counselor] at [SAC's Phone # and extension and e-mail address]. All communications will be maintained in strict confidence, except as required by law.

Furthermore, [Name of Counselor] will be available to support students who may be experiencing personal, academic, or family challenges that could increase their risk of substance use or other unhealthy behaviors. If you have concerns about your child, we encourage you to contact the Student Assistance Counselor or advise your child to reach out directly.

To evaluate and continuously improve the program's effectiveness, RISAS collects data from participating students during the school year. RISAS will request and collect data from your child's student records maintained by the school and the school district. This information may include attendance records, demographic data, grades, disciplinary history, and other related data. Please be assured that your child's program participation will not be affected by the inclusion of such data; instead, it is used solely to assess the program's impact and to inform improvements.

We are committed to protecting your child's educational records in compliance with federal law. These records will remain confidential and only accessible to individuals directly involved in the Student Assistance Program or your child's educational services. Additionally, any data shared with program funders or other parties will be combined and deidentified, e.g. will not include

personally identifiable information. For example, we would report the percentage of students in the 10th grade who see a student assistance counselor or that students who see a student assistance counselor improve their grades within three months of services.

If you prefer that your child not participate in the Student Assistance Program, please inform both me and [Name of Counselor] in writing on or before [Date]. If you do not opt out, then we will consider you to have consented to your child participating in meetings with the Student Assistance Counselor and to the use of this data for quality improvement purposes.

We are proud to offer this valuable program to our students and are dedicated to supporting their academic and personal success. If you have any questions or require further information, please do not hesitate to contact me.

Sincerely,

[Principal Name]

Principal, [Name of School]

EXHIBIT B
LIMITED EDUCATION RECORDS

- Enrollment and Demographic Info
 - Full Name
 - Locally Assigned Student Identifier (LASID)
 - State Assigned Student Identifier (SASID)
 - Grade level
 - Birthdate
 - Gender
 - Race/ethnicity
 - Parent/guardian names and contact information
 - Home address
 - Free and Reduced Price Lunch (FRPL) Status
 - DCYF Involved
 - Schedules and Course Enrollments
 - Homeroom/Advisory
 - Current class schedule and teacher names
- Academic data:
 - Grade Point Average
 - Attendance Data
 - Attendance records (absences, tardies, early dismissals)
 - Attendance trends or flags for chronic absenteeism
- Behavioral/Disciplinary Data:
 - Number of disciplinary referrals
 - Types of infractions (e.g., fighting, disruption, substance use)
 - Office referrals or incident reports
 - Detentions, suspensions, or other disciplinary action history
- Referral information:
 - Referring staff member
 - Reason for referral
 - Concerns about student behavior or academic performance
 - Notes from teachers or behavioral plans
- Extracurricular involvement:
 - Participation in sports, clubs, or other activities

EXHIBIT C

Names of individuals to whom Limited Education Records may be disclosed: