

STUDENT ASSISTANCE PROGRAM

In an effort to provide another avenue of support for our students, the O’Dea Counseling Department has developed a Student Assistance Program. We have designed this program so that students can anonymously report when they are concerned about another O’Dea student. When a report is made during school hours, a counselor is notified immediately. The counseling team then determines the appropriate action to be taken for the student of concern. The Student Assistance Program can be accessed by students on Microsoft Teams. If you have any questions, please contact your student’s counselor or the Assistant Principal for Student Services.

Privacy Policy

This Privacy Policy describes how O’Dea High school collects, uses, shares and maintains information from you when you use our Student Assistance Program. The Student Assistance Program is 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 Student Assistance Program reporting system. However, you may provide such information at your discretion.

By using the Student Assistance Program, you consent to the use, disclosure, transfer and processing of information we collect from you as set forth in this Privacy Policy.

When and to whom do we disclose the information?

We disclose the information you provide through the Student Assistance Program:

- To public safety officials and other government entities on an emergency basis or when requested by you
- 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
 - To protect our rights as a school
 - To protect your safety or the safety of others
 - To detect, prevent, or respond to fraud, intellectual property infringement, violations of our Terms and Conditions for the Student Assistance Program
 - To detect, prevent or respond to violations of law or other misuse of the Student Assistance Program.

Security of Collected Information

The Student Assistance Program and O’Dea High School use reasonable efforts to maintain the security, confidentiality, and integrity of information we collect through the Student Assistance Program.

Retention of Information

We are not obligated to retain your information. We may retain your submitted information for as long as necessary to fulfill the purposes described in this Privacy Policy, as required by law.

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 in the Student/Parent Handbook.

Contact us

If you have any questions about this Privacy Policy or our use of your information collected please contact your Counselor or the Assistant Principal for Student Services.

Terms of Use

The Student Assistance Program is an anonymous reporting system that is offered by O’Dea High School.

By using the Student Assistance Program, 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 STUDENT ASSISTANCE PROGRAM.**

Student Concern Submission and Related Policies

Concern submission is done through the Student Assistance Program form which is located in the Teams website. You can write the concern about another student there. You acknowledge and agree that concerns may be disclosed to law enforcement 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 concern, you acknowledge and agree that the Student Assistance Program and O’Dea High School are authorized but not obligated to take any steps they deem appropriate in their sole discretion to follow up on such concerns. **THE STUDENT ASSISTANCE PROGRAM AND O’DEA HIGH SCHOOL ARE NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY TO YOU OR ANYONE ELSE, WITH RESPECT TO ANY CONCERN YOU CHOOSE TO SUBMIT USING THE STUDENT ASSISTANCE PROGRAM OR WITH RESPECT TO ANY ACTION OR INACTION UNDERTAKEN OR NOT UNDERTAKEN IN RESPONSE TO YOUR CONCERN.** You are solely responsible for any submitted concern you report through the Student Assistance Program, including any submitted concern that is viewed as being obscene, offensive, inappropriate, defamatory, untruthful, illicit, harassing, threatening, stalking, discriminatory, abusive, or profane. The Student Assistance Program and O’Dea High School reserve the right to reject and/or remove any submitted concern.

The following additional policies and rules apply:

A. Always call 911 immediately in the event of an emergency. The Student Assistance Program is not a substitute for reporting incidents of concern to law enforcement, medical and emergency personnel.

B. You and your submitted concern are subject to applicable laws, regulations, and O’Dea High

School's policies.

C. You agree not to engage in illegal, inappropriate, or other prohibited activities in connection with the Student Assistance Program, including without limitation:

- (i) Copying, distributing, or disclosing any part of the Student Assistance Program 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 form;
- (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 form;
- (vi) Using the form for any commercial advertising or solicitation purposes;
- (vii) Impersonating another person or otherwise misrepresenting your affiliation with a person or entity or conducting fraud.

D. O'Dea High School reserves the right to investigate and take appropriate legal action against anyone who, in O'Dea's sole discretion, violates these Terms, including without limitation, removing the offending content from the Teams website, suspending or terminating the account of such violators and reporting you to the law enforcement authorities.

Indemnity

You agree to defend, indemnify and hold harmless The Student Assistance Program and O'Dea High School 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:

- Your use of and access to the Student Assistance Program, including any data or content transmitted or received by you
- Your violation of any term of these Terms of Use
- Your violation of any third-party right, including without limitation any right of privacy or intellectual property rights
- Your violation of any applicable law, rule, regulation or affiliated school policy;
- Any claim or damages that arise as a result of any of your submitted concerns

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.

No Warranty

YOUR USE OF THE STUDENT ASSISTANCE PROGRAM IS AT YOUR SOLE RISK. ANY INFORMATION OR DATA WITHIN THE STUDENT ASSISTANCE PROGRAM MAY NOT BE ACCURATE. THE STUDENT ASSISTANCE PROGRAM IS PROVIDED 'AS IS' AND WE AND OUR TECHNOLOGY 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. THE STUDENT ASSISTANCE PROGRAM AND O'DEA HIGH SCHOOL DO NOT WARRANT THAT THE STUDENT ASSISTANCE PROGRAM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM DEFECTS OR ERRORS, OR THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE STUDENT ASSISTANCE PROGRAM WILL BE ACCURATE OR RELIABLE. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS THEREFORE STRICTLY AT YOUR OWN RISK. BY USING THE STUDENT ASSISTANCE PROGRAM, YOU EXPRESSLY AGREE TO HOLD THE STUDENT ASSISTANCE PROGRAM AND O'DEA HIGH SCHOOL HARMLESS FROM ANY LOSS, HARM, INJURY, OR DAMAGE WHATSOEVER ARISING FROM OR ARISING OUT OF YOUR USE. THE STUDENT ASSISTANCE PROGRAM AND O'DEA HIGH SCHOOL MAKE NO REPRESENTATION OR WARRANTY THAT ANY ACTION WILL BE TAKEN IN RESPONSE TO ANY CONCERNS SUBMITTED OR THAT ANY ACTIONS UNDERTAKEN WILL BE ABLE TO ADDRESS THE SITUATION REPORTED OR PREVENT ANY HARM.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE STUDENT ASSISTANCE PROGRAM AND O'DEA HIGH SCHOOL 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 STUDENT ASSISTANCE PROGRAM OR FROM ANY ACTIONS OR INACTIONS WITH RESPECT TO INFORMATION REPORTED THEREON. UNDER NO CIRCUMSTANCES WILL THE STUDENT ASSISTANCE PROGRAM AND O'DEA HIGH SCHOOL BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE STUDENT ASSISTANCE PROGRAM OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE STUDENT ASSISTANCE PROGRAM AND O'DEA HIGH SCHOOL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY OF THE FOLLOWING:

- (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 THE STUDENT ASSISTANCE PROGRAM OR FROM ANY ACTIONS OR INACTIONS TAKEN BY OR ON BEHALF OF THE STUDENT ASSISTANCE PROGRAM AND O'DEA HIGH SCHOOL BE 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 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 STUDENT ASSISTANCE PROGRAM
- (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE STUDENT ASSISTANCE PROGRAM BE 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 STUDENT ASSISTANCE PROGRAM;
- (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL THE STUDENT ASSISTANCE PROGRAM AND O'DEA HIGH SCHOOL 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 ANY 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 THE STUDENT ASSISTANCE PROGRAM 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.