



**Memorandum of Understanding  
Year 2 Renewal  
2019-2020  
Between  
Digital Promise  
And  
Jefferson County Board of Education**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered by and between the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools (hereinafter "JCPS"), with its principal place of business located at 3332 Newburg Road, Louisville, Kentucky 40218 and Digital Promise by the Verizon Corporate Resources Group LLC ("VCRG") and Cellco Partnership d/b/a Verizon Wireless ("VZW"), both having their principal office at One Verizon Way, Basking Ridge, New Jersey 07920. VCRG is the contracting company for Verizon Communications Inc. ("Verizon") and the Verizon Global Corporate Citizenship organization ("VGCCO"), an internal organization that administers philanthropic giving by Verizon and its Affiliates. JCPS and DIGITAL PROMISE are hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, DIGITAL PROMISE is providing support in school year 2019-20 to continue creating innovative learning environments and document the Project so others can learn from the experiences of Frederick Law Olmsted Academy North, Lassiter, Newburg, The Academy @ Shawnee and W.E.B. DuBois Academy Middle Schools ("Project").

WHEREAS, Frederick Law Olmsted Academy North, Lassiter, Newburg, The Academy @ Shawnee and W.E.B. DuBois Academy Middle Schools were selected in 2018-19 to be part of Cohort 5 for the two-year Verizon Innovative Schools Learning Project.

NOW THEREFORE, the Parties agree that the terms and conditions herein.

Digital Promise will provide:

- A tablet device for each student and each teacher during the two years of the Project, provided during year 1, with additional devices provided in year 2 through a Gap Order process upon confirmation of enrollment increases. Each tablet will be equipped with a 5 GB LTE monthly data plan for access to education resources on the Internet when the user is away from school, Exhibit A.
- \$25,000 per school to help support a full-time coach for each school.
- A dedicated website with resources to support professional learning and design of classroom activities.
- Ongoing Project planning and implementation support.

- Professional learning for all teachers involved in the Project provided both in person and virtually.
- Professional learning for Project Coaches and support in identifying, implementing, and tracking the professional learning of educators at each school.
- Twice annual progress reports provided to District leaders.
- Best practices and Project management solutions for IT.
- JCPS will provide Points of Contact who will serve the following roles, and who will participate in regular meetings with Digital Promise and Verizon, including:

1. **The District Lead** is a District-level employee who will be the primary point of contact (POC) for District communication and overall Project management with Digital Promise and Verizon. This person should be able to lead the creation and implementation of strategic plans regarding District readiness and rollout, have a high-level understanding of the operations, policies, and key people in the District, and should be able to navigate and communicate through these channels with ease. Key responsibilities:

- Participate in facilitated, online and in-person C5 Leadership Planning.
- Collaborate with Digital Promise staff and District leadership to develop strategic plans; navigate through District and school channels to execute these plans.
- Work closely with District and school leadership to develop policies and strategies for communication with parents, digital citizenship, and professional learning.
- Work closely with District IT department to ensure that technology requirements have been met, including: inventory processes, mobile device management, off-campus data filtering, a robust wireless infrastructure, and appropriate break-fix protocols and insurance to support the use of tablets by teachers and students in school and away from school.
- Work closely with school and technology leadership teams to ensure that the school has adequate IT support so that the coach stays focused on curriculum and learning support.
- Serve as the primary point of contact for organizing the rollout (distribution) of devices to teachers and students at each school.
- Serve as Point of Contact for escalation related to Research or IT should other POCs not be available.

2. **The Principal Lead** is a school-based administrator (preferably principal or assistant principal) who will be a primary point of contact for school communication with Digital Promise and Verizon. This person should work closely with the District Lead, IT Lead and Instructional Coach to align District and school goals with professional learning and ensure systems are in place for teachers to participate in professional learning and for teachers and students to effectively leverage technology. Key responsibilities:



- Participate in facilitated, online and in-person C5 Leadership Planning.
  - Communicate how the Verizon Innovative Learning initiative aligns with and supports school goals.
  - Identify and support full-time, school-based Instructional Coach.
  - Clarify expectations for Coach and Teachers.
  - Ensure faculty can and does participate in formal professional learning specific to the initiative.
  - Establish processes for Coach and Teachers to work with and learn from one another.
  - Establish process for student tech teams to be formed and take on leadership roles within school.
  - Communicate with parents and community about school's role within District Verizon Innovative Learning initiative.
  - Work with District leadership and IT to insure devices against accidental damage (can be 3rd party or self-insurance) and communicate process to families, as well as create a resource procurement process for teachers.
3. **A full-time Coach assigned to each VILS School and assigned specifically to the outcomes of this Project.** The instructional coach is a full-time position focused on providing teachers with the pedagogical support to effectively leverage technology in the classroom. This position requires a student-centered learning philosophy, creative problem-solving abilities, interpersonal and communication skills, and eagerness to take a leadership role. Key responsibilities:
- Participate in facilitated, online and in-person C5 Leadership Planning.
  - Collaborate with Digital Promise staff and school leadership to develop and execute strategic plans.
  - Facilitate teacher and student leadership teams.
  - Participate in in-person and virtual learning to build capacity to be an effective coach, including monthly initiative-specific online Coach meetings.
  - Promote a strong learning culture among all Project participants.
  - Lead and support all members of the middle grades faculty in the integration of effective uses of digital technology through a consistent pattern of strategic outreach and informal support through direct coaching, modeling and co-teaching.
  - Collaboratively develop engaging lessons with faculty and provide support through classroom observations, modeling and co-teaching.
  - Nurture and grow student opportunities for leadership in technology and STEM.
  - Document innovative learning strategies for ongoing assessment and publication purposes.

- Focus on supporting teaching and learning, not on supporting IT or technical issues. The performance and impact of the coach will be monitored by Digital Promise and shared. Only this role - the Coach - is funded by Digital Promise, at \$25,000 per school per year. Other POCs are not funded by Digital Promise nor the Verizon Innovative Learning initiative.
4. **A School Technology Single Point of Contact (SPOC)** is a school-level employee who will be the primary point of contact for technology and device management at the school level with Digital Promise and Verizon. This person should work closely with the District IT Lead to manage device incidents through resolution and implement timely and effective systems for technology use in schools. Key responsibilities:
- Document, track, and escalate device issues.
  - Oversee allocation of spare/buffer devices.
  - Work with the District IT Lead to create support structures to ensure timely and effective support for device or technology incidents.
  - Communicate support structures and all IT processes clearly to staff.
  - Manage the student tech team or work closely with the teacher or staff member who manages the tech team to assist with technical issues.
  - Capture and analyze incident trends and share these findings with school/District leadership, Digital Promise, and Verizon.
  - Collaborate with Digital Promise staff and District/school leadership to develop a resource procurement process for teachers.
  - Work with District/school leadership to insure devices against accidental damage (can be 3rd party or self-insurance).
  - Participate in monthly initiative-specific IT call and annual conferences.
5. The IT **Lead** is a District-level employee who will be the primary point of contact for technology and device management with Digital Promise and Verizon. This person should be able to set up, filter, and manage all devices and infrastructure in the program, while working closely with the Technology Single Point of Contact (SPOC) at each school to resolve incidents and create support structures at the school level. Key responsibilities:
- Ensure the existence and maintenance of a robust wireless infrastructure in all school buildings, with a bandwidth of at least 1Mbps per student.
  - Create and track inventory of all devices, including implementing a system for asset tags.
  - Utilize a Mobile Device Management (MDM) solution and manage all devices through the **MDM**.
  - Implement a filtering solution that will ensure all web content is filtered on all WiFi networks in school and at home, as well as the LTE network.
  - Create support structures for schools to ensure timely and effective



support for device or technology incidents.

- Work with District/school leadership to communicate support structures and all IT processes clearly to all staff.
- Track and analyze device incidents and report them twice per year to Digital Promise and Verizon.
- Collaborate with Digital Promise staff and District/school leadership to develop a resource procurement process for teachers.
- Work with District/school leadership to insure devices against accidental damage (can be 3<sup>rd</sup> party or self-insurance).
- Participate in monthly initiative-specific IT calls and annual conferences.

6. Districts will be responsible for appointing a **District level point of contact (POC) for data collection and a liaison at each school** that will assist with specific evaluation activities (i.e., administering teacher and student surveys, scheduling telephone interviews in Year 1, and scheduling a site visit in Year 2). The POC will be responsible for supporting all data collection activities and for keeping Westat informed of any critical changes at schools-changes in principals, coaches, introduction of new academic programs introduced, etc. The POC should be an individual who is well versed in how research is conducted within their District and within the participating schools. This includes understanding what review processes need to be undertaken, e.g. IRB reviews, and what forms of consent need to be administered to research participants. The POC should have the bandwidth to complete all activities and address all concerns in a timely manner. Further, this individual should have the authority to ensure that all activities are coordinated and completed in a timely manner. If this individual does not have this authority, then a process should be put in place where District administration is able to escalate concerns within the schools and Districts, as needed. Key responsibilities include:

- Work with Westat to coordinate data requests and facilitate activities at the school level, at times with limited advanced notice.
- Provide Westat with teacher lists that include name, subject(s) taught, and grade level(s) taught in a timely manner for those consenting to participate. Lists will be required in March 2020.
- Provide Westat with student lists that include the District ID number and student grade levels in a timely manner for those with parental consent to participate. Lists will be required in March 2020.
- Follow up with the school-based liaisons in cases where students and teachers do not respond promptly to the surveys to ensure response rates of at least 80% at each school.
- Work with Westat to obtain District IRB clearance for data collection (if this is required), identify type of parental consent that is needed for the data collection, and obtain parental consent.
- Work with the school-based liaisons to schedule all telephone interviews and site visit activities.

- Work with District-level data specialists to provide Westat with the administrative data described below in a timely manner. Districts are required to provide annual administrative data for participating schools consisting of student level test scores, demographics (race, gender, FRPL, disability status), attendance, grade point average, and disciplinary actions (suspensions, number of days suspended, other) for students in grades 6-8 for the two years preceding the program (2016-17 and 2017-18) and the two years of program participation (2018-19 and 2019-20).

JCPS also agrees to fulfill the following:

- MOU that students will take devices home daily, for educational use, including use over the summer for targeted populations.
- A robust wireless infrastructure (1Mbps per student) and 100% wireless connectivity throughout each school (including an access point in every classroom and multiple in larger learning areas).
- Mobile device management, filtering and technical support for the deployment of all VILS tablet devices, including asset tags to assist in tracking and identifying devices without revealing any personally identifiable student information to Digital Promise or any of the Verizon entities. District is responsible for ensuring that lost or stolen devices are immediately reported, and through MDM, immediately disabled.
- A solution for replacing and/or repairing damaged devices. This solution is typically an insurance plan covered by either the District or parents.
- Implementation of an overall strategy that includes appropriate school and District policies and practices associated with MDM, Internet filtering, student privacy and data security and the development of digital responsibility among all Digital Promise tablet users. Filtering should strictly adhere to all requirements set forth by legal policies such as COPPA, CIPA, and FERPA.
- An End User MOU signed by all District employees and a parent/guardian of all students who receive a device. Digital Promise will provide the forms, found in Exhibits B and C of this document. The District will collect and store the signed forms and key them to a coded system to protect the personal identity of the student users.
- An Acceptable Use Policy updated to reflect 1:1, 24/7 use of devices for learning.
- An IT Support Plan that outlines handling IT issues both at school and District levels, including away-from-school issues.
- The creation of Student Tech Teams to serve as valued collaborators, first-line problem solvers, and teacher technical supports.
- Support for the expectation that teachers and students will engage in using tablets for learning on a frequent and consistent basis.



- Assistance to Digital Promise in documenting the planning and implementation process throughout the Project, as well as collecting and disseminating best practices that come out of Project.
- The execution of a customized professional development plan for coaches and teachers, co-developed with Digital Promise, that will leverage technology to achieve the District and School learning goals, while incorporating the program goals below:
  - Increased student interest in STEM subjects and careers
  - Increased teacher and student proficiency with technology
  - Increased student engagement and confidence
  - Increased student academic performance
  - Increased student problem-solving skills
  - Increased student communication and collaboration skills
- Development of a school-specific STEM engagement plan and consideration of all STEM opportunities presented through the program.
- Participation in STEM-related events each year during which schools will get access to Verizon's resources such as:
  - Industry Professionals
  - Products
  - Places
- All educators at each school will be invited to participate in professional development provided by Digital Promise and its partners, supported by school-based coaches.
  - Onsite Workshops: Summer-Fall 2019, Winter-Spring 2020 (required for all teachers and coach)
  - 8 Online Modules per school year (1 hour each) (required for a subset of lead teachers and coach)
  - 1 - 2 Virtual showcases/conferences each year
  - Weekly in-class, one-on-one, and small group coaching
  - Online communities
  - Webinars / Virtual Instruction experiences focused on advancing the Project goals
  - Self-directed professional learning
  - District agrees to participate in marketing and publicity efforts as directed by Verizon and Digital Promise (branding, press releases, inviting press and local officials to VILS related events.)
  - District agrees to display signage provided by Verizon and Digital Promise.
  - Full participation in the research program set forth by the third party

evaluator (Westat) selected for this Project by Verizon.

### **Compliance with Applicable Laws**

The District will comply with all applicable laws, including Federal, state, District, and local laws, regulations, and policies governing student privacy.

### **Terms**

VGCCO and VZW have reserved the right to terminate the grant to Digital Promise for any reason, end all services connected to the grant, and require the return of all devices distributed through the grant.

Therefore, Digital Promise reserves the right to terminate this MOU for any reason, end all services connected to the MOU, and require that all devices distributed through the MOU be returned to Digital Promise.

The District will manage the distribution of devices in such a way that Digital Promise may inform the District of any misuse of the devices identified by Verizon without Digital Promise having access to personally identifiable information. In the event of any misuse of devices, the District will take such actions as Digital Promise may require to cure any such misuse.

The District will assist Digital Promise and Verizon in securing media releases. Digital Promise acknowledges that current District policy provides that parents of students or students who are 18 or older may opt in to image use, thereby permitting the release of photographs and video/audio recordings made during school hours, school events, and other similar activities. If students or parents of students have opted in to image use, then these students' likenesses and voices may be used in any photographic or audio storytelling done as part of the Digital Promise grant Project and the District will help manage this process. Exhibit D, Device and Service Program Guidelines, provides a description of guidelines for the program.

At the end of the two-year Project Verizon will discontinue wireless service to the devices. Digital Promise intends to donate the devices to JCPS and the District will choose whether to provide wireless service.

### **Funding**

The tablet devices will ship to the address provided by the school District in two shipments, one to provide devices to teachers, and a second to provide devices to students. Digital Promise will provide \$25,000.00 funding to support the full-time coach position for each participating school by July 31, 2019. Funding will be made to Districts to support travel for coaches and teachers to convene at VILS events. Digital Promise will provide travel and expenses for any required convenings for coaches and other District staff or school faculty. Substitutes will not be covered unless agreed to by Digital Promise in advance.



At the conclusion of the program, Digital Promise intends to donate all devices to the District. Data plans associated with all devices will be discontinued on July 30, 2020.

### **Escalation and Extension**

Should the District or School not fulfill the expectations of the Project, an escalation process will be followed:

- District or School will be informed of issue.
- District will be notified on any School-specific issues.
- District or School will have 30 days to resolve issue and communicate resolution to Digital Promise.
- Any issue not resolved within 30 days may result in termination of data services, funding and/or professional development.

In addition, Digital Promise's intention is to offer an extension of two years to schools in good standing. Failure to routinely comply with the Project expectations may result in:

- Ineligibility for additional two years of data plans and
- Early termination of data plans.
- Ineligibility to be considered for 5G or Innovation Lab opportunities.

Examples of issues that may result in reporting and escalation include but are not limited to the following:

- Non-adherence to research requirements (e.g., less than 80% of teachers or students completing surveys within time allocated).
- More than 10% of students identified as Day Users (i.e., not taking devices home).
- Coach not fully dedicated to and available to fulfill requirements of Coach role.
- Devices not repaired or replaced in a timely manner.
- Not providing adequate time for teachers to engage in professional learning.

### **Duration**

This MOU is at-will and may be modified by mutual consent of authorized officials from Digital Promise and JCPS. This MOU shall become effective upon signature by the Authorized officials from Digital Promise and JCPS and will remain in effect until modified by mutual consent or terminated by any one of the partners. In the absence of mutual agreement by the authorized officials from Digital Promise and JCPS, this MOU shall end on July 30, 2020.

The MOU must be renewed by July 30, 2020 if the schools are in good standing, as outlined on page 9 of the Agreement in the Escalation and Extension section, and have complied with the terms of the agreement.

Non-compliance with this MOU may result in termination of data services, funding and/or professional learning support.

**Exhibits**

Exhibit A-Verizon Wireless Philanthropic Tablet Plan

Exhibit B - End User MOU

Exhibit C – End User MOU for a Minor

Exhibit D – Device and Service Program Guidelines



**Contact Information**

**Digital Promise**

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**Jefferson County Public Schools**

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Dr. Martin Pollio  
Superintendent  
Jefferson County Public Schools

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Kathryn Petrillo-Smith  
Digital Promise  
Chief Operating Officer

**Exhibit A**

<b>Monthly Access Fee</b>	\$0.00
<b>Monthly Data Allowance</b>	Unlimited*

**Notes:** This plan is available for Tablets, Mifis or Jetpacks. Service is available in the Verizon Wireless Extended Rate and Coverage Area. Coverage not available everywhere. 4G service requires 4G equipment and 4G coverage. Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com).

**Data Services:** \*If an End User uses more than 5 GB of data in any given month, Verizon Wireless reserves the right to limit the data throughput speed of additional data usage to the then-current 3G or 1x speeds during that given month and/or to suspend service without notice. Mobile Hotspot and Mobile Broadband Connect services are not available on this Plan. Many services and applications offered through your device may be provided by third parties. Before you use, link to or download a service provided by a third party, or an application such as a non-Verizon Wireless location-based GPS-type service, chat room, marketplace or social network from your device, you should review the terms of such service or application and applicable privacy policy. Personal information you submit may be read, collected or used by the service or application provider and/or other users of forums. Verizon Wireless is not responsible for any information, content or services you access, download or use. You are responsible for maintaining virus and other Internet security protections when accessing service. For additional information, visit the Verizon Content Policy at <http://responsibility.verizon.com/contentpolicy>. We are implementing optimization and transcoding technologies in our network to transmit data files in a more efficient manner to allow available network capacity to benefit the greatest number of users. These techniques include caching less data, using less capacity, and sizing the video more appropriately for the device. The optimization process is agnostic to the content itself and to the website, that provides it. While we invest much effort to avoid changing text, image, and video files in the compression process, and while any change to the file is likely to be indiscernible, the optimization process may minimally impact the appearance of the file as displayed on your device. For a further, more detailed explanation of these techniques, please visit [verizonwireless.com/vzwoptimization](http://verizonwireless.com/vzwoptimization). Data Services: Permitted Uses. You can use our Data Services for accessing the Internet and for such things as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio and video; and (v) Voice over Internet Protocol



(VoIP). Data Services: Prohibited Uses. You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service; that violates trade and economic sanctions and prohibitions as promulgated by the departments of Commerce, Treasury or any other U.S. government agency; that interferes with the network's ability to fairly allocate capacity among users or that otherwise degrades service quality for other users; or for uploading, downloading or streaming of games. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail in (ii) below) or otherwise degrade network capacity or functionality; (ii) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or email use by others; (iii) generating "spam" or unsolicited commercial or bulk email (or activities that facilitate the dissemination of such email); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation or dissemination of viruses, malware or "denial of service" attacks; (v) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle, or "keep alive" functions, unless they adhere to Verizon Wireless' requirements for usage, which may be changed from time to time.

We further reserve the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and we reserve the right to deny, modify or terminate service, with or without notice, to anyone we believe is using Data Services in a manner that adversely impacts our network. We may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but we will not monitor the content of your communications except as otherwise expressly permitted or required by law. [See [verizonwireless.com/privacy](http://verizonwireless.com/privacy)]

**Exhibit B**  
**END USER PARTICIPATION MOU**

This END USER PARTICIPATION MOU (this "MOU"), effective as of the date executed below ("Effective Date"), is entered into by and between **National Center for Research in Advanced Information and Digital Technologies d/b/a/ Digital Promise** (the "Grantee") and \_\_\_\_ (the "End User" or "you" or "Your") collectively referred to herein as the "Parties."

**By your signature, you acknowledge and agree to the following:**

**PURPOSE**

1. You will receive a wireless device and service at no charge in order to facilitate your participation in the **National Center for Research in Advanced Information and Digital Technologies d/b/a/ Digital Promise** program. The wireless device and service have been donated by Verizon Wireless and are provided to you by the Grantee under the terms and conditions of this MOU. This MOU may be terminated at any time by Verizon Wireless for any reason. The term of this MOU shall be from the date of execution by you until you are no longer an active participant in the program.

**WIRELESS DEVICE AND SERVICE.**

2. The wireless device is intended for your use alone, solely for purposes of the program, and it cannot be sold or transferred to any other person or entity. Verizon Wireless will provide voice and data service solely to facilitate your participation in the program; however, if you have excessive usage, make international calls/text messages with your wireless device, stream audio or video other than in connection with the program, or stream games, your service may be limited, slowed or terminated without notice. At the end of your participation in the study, Verizon Wireless will discontinue wireless service to the device and you agree to return the device to Grantee.

**TREATMENT OF INFORMATION ASSOCIATED WITH USE OF THE DEVICE AND SERVICE**

3. Information about your use of the wireless device and service, including, but not limited to, details of when you used data services or placed calls and to whom, is information of the Grantee, as the customer of record for the device and service. Therefore, this information may be accessed by and shared with Grantee, and those parties to whom Grantee authorizes, including the Verizon Global Corporate Citizenship Organization ("VGCCO").

**FAILURE AND/OR DISRUPTION OF SERVICES**

4. Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") or its vendors and suppliers shall have no liability whatsoever for End User's losses, claims or



damages for any cause whatsoever, including direct, indirect, special, consequential, treble or punitive damages, or for limitations in service, including but not limited to, any failure or disruption of services provided hereunder, regardless of the form of action, whether in contract or in tort or otherwise. This limitation includes losses, damages, claims or expenses of any kind arising out of the use or attempted use of the services, or inability to access life support or monitoring systems or devices, 911 or E911 or other emergency call or service. You shall not be deemed a third- party beneficiary of any contract between the Grantee and Verizon Wireless.

#### **ARBITRATION**

##### **5. END USER AGREES THAT, TO THE FULLEST EXTENT PROVIDED BY LAW:**

- (i) ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS MOU, OR TO ANY DEVICE OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS MOU, WILL BE SETTLED BY INDEPENDENT ARBITRATION INVOLVING A NEUTRAL ARBITRATOR AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AM") UNDER WIRELESS INDUSTRY ARBITRATION ("WIA") RULES, AS MODIFIED BY THIS MOU. WIA RULES AND FEE INFORMATION ARE AVAILABLE FROM THE AAA at [www.adr.org](http://www.adr.org). **ARBITRATION IS NOT A COURT PROCEEDING. THE RULES OF ARBITRATION DIFFER FROM THE RULES OF COURT. THERE IS NO JUDGE OR JURY IN AN ARBITRATION PROCEEDING.** THIS ARBITRATION CLAUSE SHALL APPLY TO ANY CLAIMS THAT END USER MIGHT SEEK TO ASSERT AGAINST GRANTEE OR VERIZON WIRELESS AND TO ANY CLAIMS THAT GRANTEE OR VERIZON WIRELESS MIGHT SEEK TO ASSERT AGAINST END USER. VERIZON WIRELESS IS A THIRD PARTY BENEFICIARY OF THIS MOU FOR SUCH PURPOSE.
- (ii) The Federal Arbitration Act applies to this MOU. **EVEN IF APPLICABLE LAW PERMITS CLASS ACTIONS OR CLASS ARBITRATIONS, END USER WAIVES ANY RIGHT TO PURSUE ON A CLASS BASIS ANY SUCH CONTROVERSY OR CLAIM AGAINST GRANTEE OR VERIZON WIRELESS, OR ANY OF THEIR AFFILIATES OR PREDECESSORS IN INTEREST.** If multiple claims are joined in one action, some of which would not be subject to arbitration, the latter claims must be stayed until any claims in that action that are subject to arbitration have been resolved. If claims are asserted against multiple parties, some of whom are not required to arbitrate, the claims subject to arbitration must be severed; However, End User retains his/her right to file a complaint with any regulatory agency or commission.
- (iii) No arbitrator has authority to award relief in excess of what this MOU provides, or to order consolidation or class arbitration, except that an arbitrator deciding a



claim arising out of or relating to a prior MOU may grant as much substantive relief on a non-class basis as such prior MOU would permit. In all arbitrations, the arbitrator must give effect to applicable statutes of limitations and will decide whether an issue is arbitrable or not. In a Large/Complex Case arbitration, the arbitrators must also apply the Federal Rules of Evidence and the losing party may have the award reviewed by a review panel consisting of three (3) arbitrators.

<b>Individual (End User):</b>	<b>National Center for Research in Advanced Information and Digital Technologies d/b/a/ Digital Promise (Grantee):</b>
Sign Here:	Sign Here:
Print Name:	Print Name:
Address:	Address:
Date:	Date:

**Please initial each line below to confirm your understanding and MOU:**

<b>Initial</b>	
	I understand that I need to monitor my data usage so that it does not exceed 5 GB per month and that I may not stream audio or video except in connection with the program, and that I may not stream games.
	I agree not to download any billable or paid applications (apps).
	I agree not to use the personal hotspot on the device or allow any other devices to access the device's personal hotspot.
	I agree not to remove any hardware (i.e. SIM chip) or software from the device unless authorized by Verizon.
	I agree to use my assigned device only within the 50 states of the United States of America.
	I agree not to make international calls or send international text, video or picture messages, including calls and messages to Canada and Mexico.
	If my assigned wireless device is lost or stolen, I agree to report it immediately to the school principal or district lead who will then notify Digital Promise.
	I understand that the device is for my use only, to facilitate participation in the program, and that I may not sell or transfer the device to any third party or allow any third party to use the wireless service for purposes other than related to the program.
	I understand that Verizon Wireless or VGCCO can suspend or terminate service at any time, without notice.

I understand if I violate any of these terms, I may be removed from the program and must return my assigned wireless device to the School Principal who will return it to the District Lead.

\_\_\_\_\_  
End User

\_\_\_\_\_  
Date

**Student Name:**      \_ \_ \_ \_ \_

\_\_\_\_\_

**Exhibit C**  
**MINOR STUDENT END USER PARTICIPATION MOU**

This MINOR STUDENT END USER PARTICIPATION MOU (this "MOU"), effective as of the date executed below ("Effective Date"), is entered into by and between **National Center for Research in Advanced Information and Digital Technologies d/b/a Digital Promise ("Digital Promise")** and

\_\_\_\_\_ (the parent or guardian ("Parent/Guardian")) of the minor student participating in the Digital Promise program (the "Student Participant"), who shall be referred to as the "End User" or "you" or "Your") collectively referred to herein as the "Parties."

**By your signature, you acknowledge and agree to the following:**

**PURPOSE**

Student Participant will receive a wireless device and data service at no charge in order to facilitate participation in the **Digital Promise** program. The wireless device and service have been donated by Verizon Wireless to Digital Promise and are provided to Student Participant by Digital Promise under the terms and conditions of this MOU. This MOU may be terminated at any time by Verizon Wireless for any reason. The term of this MOU shall be from the date of execution by Parent/Guardian until Student Participant is no longer an active participant in the program.

**WIRELESS DEVICE AND SERVICE**

The wireless device is intended for Student Participant's use alone, solely for purposes of the program, and it cannot be sold or transferred to any other person or entity. Verizon Wireless will provide voice and data service solely to facilitate participation in the program; however, if Student Participant has excessive usage, makes international calls/text messages with the wireless device, stream games, or stream audio or video other than in connection with the program, the service may be limited, slowed or terminated without notice. At the end of Student Participant's participation in the program, Verizon Wireless will discontinue wireless service to the device and you agree to return the device to the District Lead.

**TREATMENT OF INFORMATION ASSOCIATED WITH USE OF THE DEVICE AND SERVICE**

Information about the Student Participant's use of the wireless device and service, including, but not limited to, details of when he or she used data services or placed



calls and to whom, is information of Digital Promise, as the customer of record for the device and service. Therefore, this information may be accessed by and shared with Digital Promise, and those parties to whom Digital Promise authorizes, including the Verizon Global Corporate Citizenship Organization ("VGCCO").

## **FAILURE AND/OR DISRUPTION OF SERVICES**

Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") or its vendors and suppliers shall have no liability whatsoever for End User's losses, claims or damages for any cause whatsoever, including direct, indirect, special, consequential, treble or punitive damages, or for limitations in service, including but not limited to, any failure or disruption of services provided hereunder, regardless of the form of action, whether in contract or in tort or otherwise. This limitation includes losses, damages, claims or expenses of any kind arising out of the use or attempted use of the services, or inability to access life support or monitoring systems or devices, 911 or E911 or other emergency call or service. You shall not be deemed a third-party beneficiary of any contract between Digital Promise and Verizon Wireless.

## **ARBITRATION**

### **END USER AGREES THAT, TO THE FULLEST EXTENT PROVIDED BY LAW:**

(i) ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS MOU, OR TO ANY DEVICE OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS MOU, WILL BE SETTLED BY INDEPENDENT ARBITRATION INVOLVING A NEUTRAL ARBITRATOR AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER WIRELESS INDUSTRY ARBITRATION ("WIA") RULES, AS MODIFIED BY THIS MOU. WIA RULES AND FEE INFORMATION ARE AVAILABLE FROM THE AAA at [www.adr.org](http://www.adr.org). **ARBITRATION IS NOT A COURT PROCEEDING. THE RULES OF ARBITRATION DIFFER FROM THE RULES OF COURT. THERE IS NO JUDGE OR JURY IN AN ARBITRATION PROCEEDING.** THIS ARBITRATION CLAUSE SHALL APPLY TO ANY CLAIMS THAT END USER MIGHT SEEK TO ASSERT AGAINST GRANTEE OR VERIZON WIRELESS AND TO ANY CLAIMS THAT GRANTEE OR VERIZON WIRELESS MIGHT SEEK TO ASSERT AGAINST END USER. VERIZON WIRELESS IS A THIRD PARTY BENEFICIARY OF THIS MOU FOR SUCH PURPOSE.

(ii) The Federal Arbitration Act applies to this MOU. **EVEN IF APPLICABLE LAW PERMITS CLASS ACTIONS OR CLASS ARBITRATIONS, END USER WAIVES ANY RIGHT TO PURSUE ON A CLASS BASIS ANY SUCH CONTROVERSY OR CLAIM AGAINST DIGITAL PROMISE OR VERIZON WIRELESS, OR ANY OF THEIR AFFILIATES OR**

**PREDECESSORS IN INTEREST.** If multiple claims are joined in one action, some of which would not be subject to arbitration, the latter claims must be stayed until any claims in that action that are subject to arbitration have been resolved. If claims are asserted against multiple parties, some of whom are not required to arbitrate, the claims subject to arbitration must be severed; However, End User retains his/her right to file a complaint with any regulatory agency or commission.

(iii) No arbitrator has authority to award relief in excess of what this MOU provides, or to order consolidation or class arbitration, except that an arbitrator deciding a claim arising out of or relating to a prior MOU may grant as substantive relief on a non-class basis as such prior MOU would permit. In all arbitrations, the arbitrator must give effect to applicable statutes of limitations and will decide whether an issue is arbitrable or not. In a Large/Complex Case arbitration, the arbitrators must also apply the Federal Rules of Evidence and the losing party may have the award reviewed by a review panel consisting of three (3) arbitrators.

<b>Parent or Guardian:</b>	<b>Digital Promise:</b>
Sign Here:	Sign Here:
Print Name:	Print Name: Kathryn Petrillo-Smith
Address:	Address: 1001 Connecticut Ave NW, #935 Washington, DC 20036
Date:	Date:
Name of student participant:	

**Student Name:** \_\_\_\_\_ **Parent/Guardian Name:** \_\_\_\_\_

**Parent/Guardian and Student Checklist**  
**Please initial each line below to confirm your**  
**understanding and MOU:**

**Initial**

<b>P/G</b>	I understand that I need to monitor my data usage so that it does not exceed 5 GB per month and that I may not stream audio or video except in connection with the program, and that I may not stream games.
<b>S</b>	
<b>P/G</b>	I agree not to download any billable or paid applications (apps) except those that are provided by my school.
<b>S</b>	
<b>P/G</b>	I agree not to use the personal hotspot on the device or allow any other devices to access the device's personal hotspot.
<b>S</b>	
<b>P/G</b>	I agree not to remove any hardware (i.e. SIM chip) or software from the device unless authorized by Verizon.
<b>S</b>	
<b>P/G</b>	I agree to use my assigned device only within the 50 states of the United States of America.
<b>S</b>	
<b>P/G</b>	If my assigned wireless device is damaged, lost or stolen, I agree to report it immediately to the District Lead.
<b>S</b>	
<b>P/G</b>	I understand that the device may be used only to facilitate my participation in the program, and that I may not sell or transfer the device to any third party or allow any third party to use the wireless service for purposes other than related to the program.
<b>S</b>	
<b>P/G</b>	I understand that Digital Promise, Verizon Wireless or VGCCO can suspend or terminate service at any time, without notice.
<b>S</b>	
<b>P/G</b>	I agree to be kind and safe in my digital interactions with others and to take care of the device assigned to me.
<b>S</b>	



I understand if I violate any of these terms, I may be required to return my assigned wireless device to the Principal who will return it to the District Lead.

\_\_\_\_\_  
Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Student

\_\_\_\_\_  
Date