

Digital Promise Global - Jefferson County Public Schools

Memorandum of Understanding

Memorandum of Understanding

Between

Digital Promise Global

And

Jefferson County Public Schools

Digital Promise Global - Jefferson County Public Schools

Memorandum of Understanding

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Digital Promise Global ("Digital Promise") and Jefferson County Public Schools to create innovative learning environments and document the Project so others can learn from the experiences of W.E.B. DuBois Academy ("the Project").

Background

The Project is part of a grant given to Digital Promise by the Verizon Corporate Services Group Inc ("VCSG") and Cellco Partnership d/b/a Verizon Wireless ("VZW"), both having their principal office at One Verizon Way, Basking Ridge, New Jersey 07920. Digital Promise, with support from VCSG and VZW, is partnering with a number of U.S. middle schools to create innovative learning environments and document the process so others can learn from the experiences of these schools.

In all cases, District may be inferred to mean Charter School Network.

Purpose

This MOU provides an outline of how Digital Promise and Jefferson County Public Schools will work together to create innovative learning environments and document the Project.

Digital Promise will provide:

- A device refresh for each student and each teacher during the Project. Each device will be equipped with a data plan of at least 30 GB monthly for access to education resources on the Internet when the user is away from school. Increases in student enrollment will be supported by additional devices.
- A device protection plan that the District will manage to cover repairs of accidental damage and device failure during the 2022-2023 and 2023-2024 school years
- Stipend to support the VILS Demonstration School Liaison (\$4,000 for Spring 2022; \$8,000 each year for the 2022-2023 and 2023-2024 school years)
- Travel reimbursement for conferences if requested to represent VILS

Jefferson County Public Schools will provide Points of Contact who will serve the following roles, and who will participate in regular meetings with Digital Promise and Verizon Corporate Services Group Inc, including:

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 Quarterly Demonstration School Meetings
- Collaborate with Digital Promise staff and District leadership to ensure all district policies and procedures are upheld in the execution of filming; navigate through District and school channels to ensure these policies and procedures are upheld
- Work closely with District and school leadership to develop policies and strategies for communication with parents, digital citizenship, and professional learning.

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- 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 device protection processes to support the use of devices by teachers and students in school and away from school.
- Work closely with school and technology leadership teams to ensure that the school has 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 IT should other POCs not be available or responsive.

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 Corporate Services Group Inc. This person should work closely with the District Lead, IT Lead and VILS Liaison 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 Demonstration Schools Leadership Planning
- Ensure school exemplifies 6 elements of success at all times
- Communicate how the Verizon Innovative Learning initiative aligns with and supports school and district goals
- Identify and support VILS Liaison position
- Clarify and support expectations for Liaison and Teachers
- Establish processes for Liaison and Teachers to foster and share best practices, resources, exemplar lessons and stories of impact
- Ensure student tech teams are in place and have a leadership role within school
- Communicate with parents and community about school's role within District Verizon Innovative Learning initiative
- Work with District leadership and IT to ensure devices are managed effectively and repaired or replaced promptly. Communicate process to families
- Maintain the existing resource procurement process for teachers
- Support VILS Liaison and school in preparing for filming requirements
- Support VILS Liaison and school in preparing for visits to their school

A VILS Demonstration School Liaison assigned to each VILS Demonstration School and assigned specifically to the outcomes of this Project. The VILS Demonstration School Liaison is a part-time role that should be fulfilled by a full-time certified employee of the school with experience in instructional coaching and program management. It is preferred that this person be the former or current VILS Coach or a former or current member of the Teacher Leader Corps / A-Team. Key responsibilities:

- Ensure school exemplifies 6 elements of success at all times
- Coordinate with filming partners and school/district leadership to ensure successful execution of filming requirements
- Plan for and host school visits (two times per year for half-day visits)
- Collect and share best practices, resources, exemplar lesson plans, and stories of impact with the Digital Promise team and larger education community through conferences, webinars, websites, etc.
- Participate in Demonstration School training
- Participate in quarterly VILS Demonstration School meetings
- Timely communication with Digital Promise and Verizon teams

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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 Corporate Services Group Inc. 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 Corporate Services Group Inc.
- Collaborate with Digital Promise staff and District/school leadership to maintain the resource procurement process for teachers.
- Work with District leadership and IT to ensure devices are managed effectively and repaired or replaced promptly
- Participate monthly initiative-specific IT call and annual conferences

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 Corporate Services Group Inc. 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.
- 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 Verizon Wireless mobile network.
- Use and improve 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 Corporate Services Group Inc.
- Collaborate with Digital Promise staff and District/school leadership to develop a resource procurement process for teachers.
- Work with District leadership and IT to ensure devices are managed effectively and repaired or replaced promptly.
- Participate in and share procedural/systemic IT best practices that support technology integration at initiative-specific IT calls and annual conferences

If there are changes to these roles, the district is responsible for notifying Digital Promise in writing via email to vils@digitalpromise.org within one week of the change. The district is responsible for orienting the new employee in their role within the VILS program. This person also must meet with their Professional Learning and IT points of contact at Digital Promise within 4 weeks of assuming their new role for an onboarding session.

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Key Responsibilities

Jefferson County Public Schools also agrees to fulfill the following:

- Schools will participate in filming best practices in their building from Spring 2022 - Spring 2024
- Schools will open their doors to visitors at least twice per school year for half-day visits in the 2022-2023 and 2023-2024 school years, to the extent allowable by District health and safety protocols (Dates will be mutually agreed upon)
- Schools will continue VILS best practices, such as Teacher Leader Corps and student tech teams
- Schools will share best practices, resources, exemplar lesson plans, and stories of impact with the larger education community through conferences, webinars, websites, etc. as requested by Digital Promise at least once per school year
- School and district leaders will participate in quarterly meeting with all VILS Demonstration Schools & VILS team
- Schools will communicate with Verizon & Digital Promise in a timely manner & participate in recurring meetings with a member of the VILS team
- School leadership and VILS Demonstration School Liaison will participate in Demonstration School training & support throughout participation
- Agreement that students will be allowed to 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).
- All infrastructure, wireless network, or bandwidth upgrade Projects communicated by the District during the application process must be completed 14 days before the start of the 2022-2023 school year.
- Mobile device management, filtering and technical support for the deployment of all Project 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 may incur costs associated with this.) District is responsible for ensuring that lost / stolen devices are immediately reported, and through MDM, immediately disabled. District is responsible for replacing all lost / stolen devices without requiring families to take on the burden of full replacement cost.
- District shall perform basic device troubleshooting for devices. If the device is in need of repair, the district shall submit helpdesk tickets, package devices and assure for shipment to Project device protection plan provider, and track necessary repair records. District shall update inventory for devices provided to replace non-repairable devices, and notify Digital Promise for data plan transfers.
- For lost or stolen devices, District shall be responsible for providing replacement devices with the same connectivity capabilities as those lost or stolen (e.g., LTE connectivity in the case of lost or stolen LTE devices). District shall ensure that replacement devices are properly deployed, and notify Digital Promise for data plan transfers.
- Implementation of an overall strategy that includes appropriate school and District policies and practices associated with Mobile Device Management, Internet filtering, student privacy and data security and the development of digital responsibility among all Project device users. Filtering should strictly adhere to all requirements set forth by legal policies such as COPPA, CIPA, and FERPA.
- An End User Agreement signed by all District employees and a parent/guardian of all students upon receipt of a Project device. Digital Promise will provide the forms, found in Exhibits B and C of this document. The District will collect and store agreements in paper or digital format for as

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long as the user is in the Project, and schools shall retrieve these agreements upon request by Digital Promise.

- District Teacher and Student Acceptable Use Policies 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 ongoing inclusion 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 devices 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 the Project.

District agrees to participate in reasonable marketing and publicity efforts as directed by the Verizon Corporate Services Group Inc and Digital Promise, and approves the ability of its employees to participate in such marketing and publicity efforts. (e.g. branding, press releases, articles, videos, inviting press and local officials to Project-related events, filming and/or photographing inside district facilities). District agrees to display reasonable signage provided by the Verizon Corporate Services Group Inc and Digital Promise in accordance with District Policies and Procedures for signage.

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

VCSG 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 agreement for any reason, end all services connected to the agreement, and require that all devices distributed through the agreement be returned to Digital Promise. If the District terminates this agreement for any reason, all services connected to the agreement will be ended and the District may be required to return devices 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 the Verizon Corporate Services Group Inc 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 the Verizon Corporate Services Group Inc in securing media releases. Parents of students or students who are 18 or older may opt out of image use, thereby refusing 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 out, then these students' likenesses and voices may not 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.

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Exhibit D – Device and Service Program Guidelines provides a description of guidelines for the program.

At the end of the project, the Verizon Corporate Services Group Inc will discontinue wireless service to the devices.

Funding

The devices will ship to the address provided by the school District.

Digital Promise will provide funding to support the VILS Liaison position for each participating school. Each participating school will receive \$4,000 for Spring 2022 and \$8,000 each year for the 2022-2023 and 2023-2024 school years. The first payment will be distributed to the district within forty-five days of receiving the fully executed MOU. 2022-2023 Liaison stipends will be distributed in the spring of 2022 and 2023-2024 Liaison stipends will be distributed in the spring of 2023. Funding will be made to the school District for appropriate distribution. Digital Promise will cover expenses for any travel the school or district staff are asked to do on behalf of their role as a Demonstration School. Expenses will be paid for by Digital Promise directly or reimbursed at cost. All travel must follow the Digital Promise travel policy (see Exhibit E). Substitute teachers will not be covered unless agreed to by Digital Promise in advance. JCPS staff participation in events requiring travel is subject to JCPS Policies, Procedures, and Guidelines surrounding staff travel, including any prohibition on out of state travel necessary for health or safety reasons.

No other financial support will be provided as part of this MOU. If it is determined during onboarding that Digital Promise shall provide financial support for other needs, such as a device management system, filtering system, or deployment services, such funding will be provided under separate agreement or amendment to this MOU.

Digital Promise will provide a device protection plan for device repair. Device protection plan coverage will end on June 30, 2024.

Escalation and Extension

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

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

In addition, failure to routinely comply with the Project expectations may result in:

- Early termination of data plans
- Termination of any outstanding stipends for VILS liaisons

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

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- More than 10% of students identified as Day Users (i.e., not taking devices home)
- Devices not repaired or replaced in a timely manner
- Not meeting the required video, visitor or best practice sharing requirements

Duration

Program length is two and a half school years.

This MOU is at-will and may be modified by mutual consent of authorized officials from Digital Promise and Jefferson County Public Schools. This MOU shall become effective upon signature by the authorized officials from Digital Promise and Jefferson County Public Schools 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 Jefferson County Public Schools, this MOU, and the associated program, shall end on June 30, 2024.

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

Exhibits

This document includes the following exhibits:

- Exhibit A – Verizon Wireless Philanthropic Device Plan
- Exhibit B – End User Agreement
- Exhibit C – End User Agreement for a Minor
- Exhibit D – Device and Service Program Guidelines
- Exhibit E – Digital Promise Travel Policy

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Contact Information

Digital Promise Global
Kathryn Petrillo-Smith
Chief Operating Officer
1001 Connecticut Avenue, NW, Suite 935
Washington, DC 20036
703-861-1556
operations@digitalpromise.org

Jefferson County Public Schools
William Pierce
Executive Administrator of Digital Innovation and Program Management
701 S. Hancock St.
Louisville, Kentucky 40203
(502) 468-1797
william.pierce@jefferson.kyschools.us
Jefferson County Board of Education EIN-61-6001315

Signature: _____ Date: _____

Kathryn Petrillo-Smith
Digital Promise
Chief Operating Officer


Signature: _____ Date: _____

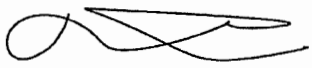
Dr. Marty Pollio
Jefferson County Public Schools
Superintendent

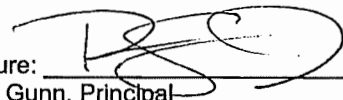
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The following people have read this MOU and agree to fulfill their responsibilities outlined in it associated with their roles.

1. District Lead (Point of Contact)
2. District IT Lead (Point of Contact)
3. Principals

Signature:  Date: January 19, 2022
William Pierce, VILS District Lead
Jefferson County Public Schools
Executive Administrator of Digital Innovation and Program Management

Signature:  Date: January 19, 2022
Marcus Lively, VILS IT Lead
Jefferson County Public Schools
Coordinator of Technology Integration

Signature:  Date: 01/19/2022
Robert Gunn, Principal
Jefferson County Public Schools
W.E.B. DuBois Academy

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Exhibit A

Monthly Access Fee	\$0.00
Monthly Data Allowance	Unlimited*

Notes: This plan is available for Tablets, Mifis, Jetpacks or other devices that can be connected to the Verizon Wireless network. Coverage not available everywhere. 4G service requires 4G equipment and 4G coverage. Current coverage details can be found at www.verizonwireless.com. Verizon Corporate Services Group Inc may choose to make 5G service available hereunder in its sole discretion. Any 5G service made available hereunder requires 5G equipment and 5G coverage. **Data Services:** *If an End User use more than 10 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/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 <https://www.verizon.com/about/our-company/company-policies>. 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 <https://www.verizonwireless.com/support/other-wireless-topics/>. **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

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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]

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Exhibit B
END USER PARTICIPATION AGREEMENT

This END USER PARTICIPATION AGREEMENT (this "Agreement"), effective as of the date executed below ("Effective Date"), is entered into by and between **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 Verizon Innovative Learning Schools program. The wireless device has been donated by Digital Promise and service has been donated by Verizon Wireless and are provided to you by the Grantee under the terms and conditions of this Agreement. This Agreement may be terminated at any time by Verizon Wireless or Digital Promise for any reason. The term of this Agreement 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/or 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 games, or stream audio/video other than in connection with the program, 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 Corporate Services Group Inc ("VCSG"). No personally identifiable information or content will be accessible by VCSG.

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:**

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(i) ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR TO ANY DEVICE OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT, 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 AGREEMENT. WIA RULES AND FEE INFORMATION ARE AVAILABLE FROM THE AAA at 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 AGREEMENT FOR SUCH PURPOSE.

(ii) The Federal Arbitration Act applies to this Agreement. **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 Agreement provides, or to order consolidation or class arbitration, except that an arbitrator deciding a claim arising out of or relating to a prior agreement may grant as much substantive relief on a non-class basis as such prior agreement 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.

Individual (End User):	Digital Promise (Grantee):
Sign Here:	Sign Here:
Print Name:	Print Name:
Address:	Address:
Date:	Date:

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Please initial each line below to confirm your understanding and agreement:

Initial	
	I understand that I need to monitor my data usage so that it does not exceed 10 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) except those that are provided by my school.
	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 if my device becomes inoperable due to a manufacturer's defect, I will return the device to the school and exchange it for an operating device. I understand that if I receive a device and it is lost, stolen or damaged, including a cracked screen, I may have limited use of the device in accordance with school procedures.
	I understand that Verizon Wireless or VCSG 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 _____
Student Name: _____

Date _____

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Exhibit C

MINOR STUDENT END USER PARTICIPATION AGREEMENT

This MINOR PARTICIPANT END USER PARTICIPATION AGREEMENT (this "Agreement"), 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 parent or guardian of the minor participating in the Verizon Innovative Learning Schools program (the "Minor 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

1. Minor Participant will receive a wireless device and service at no charge in order to facilitate participation in the Verizon Innovative Learning Schools program. The wireless device and service have been donated by Verizon Wireless and are provided to Minor Participant by the Grantee under the terms and conditions of this Agreement. This Agreement may be terminated at any time by Verizon Wireless for any reason. The term of this Agreement shall be from the date of execution by parent/guardian until Minor Participant is no longer an active participant in the program.

WIRELESS DEVICE AND SERVICE

2. The wireless device is intended for Minor 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/or data service solely to facilitate participation in the program; however, if Minor Participant has excessive usage, makes international calls/text messages with the wireless device, streams audio or video other than in connection with the program, or streams games, the service may be limited, slowed or terminated without notice. At the end of Minor Participant's participation in the program, 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 the Minor 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 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 VCSG. No personally identifiable information or content will be accessible by VCSG.

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

Digital Promise Global - Jefferson County Public Schools

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

(i) ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR TO ANY DEVICE OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT, 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 AGREEMENT. WIA RULES AND FEE INFORMATION ARE AVAILABLE FROM THE AAA at 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 AGREEMENT FOR SUCH PURPOSE.

(ii) The Federal Arbitration Act applies to this Agreement. **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 Agreement provides, or to order consolidation or class arbitration, except that an arbitrator deciding a claim arising out of or relating to a prior agreement may grant as much substantive relief on a non-class basis as such prior agreement 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.

Parent or Guardian:	Digital Promise:
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:	

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Student Name: _____ Parent/Guardian Name: _____

Parent/Guardian and Student Checklist

Please initial each line below to confirm your understanding and agreement:

Initial

P/ G	I understand that I need to monitor my data usage so that it does not exceed 10 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.
S	
P/ G	I agree not to download any billable or paid applications (apps) except those that are provided by my school.
S	
P/ G	I agree not to use the personal hotspot on the device or allow any other devices to access the device's personal hotspot.
S	
P/ G	I agree not to remove any hardware (i.e. SIM chip) or software from the device unless authorized by VCSG or Verizon Wireless.
S	
P/ G	I agree to use my assigned device only within the 50 states of the United States of America.
S	
P/ G	If my assigned wireless device is damaged, lost or stolen, I agree to report it immediately to the District Lead.
S	
P/ G	I understand that if my device becomes inoperable due to a manufacturer's defect, I will return the device to the school and exchange it for an operating device. I understand that if I receive a device and it is lost, stolen or damaged, including a cracked screen, I may have limited use of the device in accordance with school procedures.
S	
P/ G	I understand that Digital Promise, Verizon Wireless or VCSG can suspend or terminate service at any time, without notice.
S	
P/	

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G	I agree to be kind and safe in my digital interactions with others and to take care of the device assigned to me.
S	

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

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Exhibit D

Verizon Innovative Learning Schools

Directed by Digital Promise

With support from

Verizon Corporate Services Group Inc

And

Verizon Wireless

Device and Service Program Guidelines

Version #1.1

July 8, 2014

Digital Promise Global - Jefferson County Public Schools

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PROGRAM OVERVIEW

You are receiving these program guidelines as an educational partner implementing an education program in partnership with Digital Promise and VCSG and VZW.

TECHNOLOGY PACKAGE

- Verizon mobile network enabled devices, model to be determined by Verizon based on local program requirements
- A device data plan
- Data usage not to exceed 30 GB per month for a maximum of two years from the Effective Date of the Partnership Agreement

END USER AGREEMENT AND DATA USAGE MONITORING

- Each program participant who receives a device must complete an End User or Minor Participant End User Agreement, as applicable.
- The End User and Minor Participant End User Agreements are provided in the Digital Promise Memorandum of Agreement, Exhibits B and C.
- All End User and Minor Participant End User Agreements are kept on-site at the District Lead's office. The End User and Minor Participant End User Agreements are not to be sent to Digital Promise or the Verizon Corporate Services Group Inc.
- It may be helpful for program monitoring to set up a simple spreadsheet tracker to keep track of devices and whom they were distributed to (identification codes can be used for participants to maintain anonymity).
- If a program participant violates the data usage on devices, the Digital Promise Lead will be alerted to address with the District Lead who will address with the program participant.

PROGRAM GUIDELINES

- Program offered in conjunction with the Digital Promise partnership only.
- Devices are for use by authorized participants only.
- There is a data limit of 30 GB per month on the lines of service for all smartphones and tablets. Verizon Corporate Services Group Inc may, in its sole discretion, increase the foregoing data limit for certain lines of service for certain smartphones and tablets.
- The Verizon Corporate Services Group Inc will terminate wireless service to the devices being used by the participants at the end of the program.

DEVICE LIMITATIONS

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The following limitations are placed on each device within the VILS program:

- No billable or paid applications (apps) shall be downloaded.
- Personal hotspots on the device shall not be used.
- Hardware (i.e. SIM chip) or software shall not be removed from the device unless authorized by the Verizon Corporate Services Group Inc.
- Devices can only be used within the 50 states of the United States of America.
- No calls, text, video or picture messages can be made to Canada, Mexico or other international locations.
- Roaming charges are not permitted.
- If a device is lost, stolen or damaged, it must be reported immediately by the participant to the school principal who must notify the District Lead who in turn must notify Digital Promise who in turn must notify the VCSG Lead immediately.
- Digital Promise, Verizon Wireless or VCSG can suspend or terminate service at any time, without notice.

DATA USAGE VIOLATIONS POLICY

- The Verizon Corporate Services Group Inc will actively monitor the devices and wireless accounts monthly for program compliance.
- Should any End User exceed the maximum allowable data for the monitoring period, the following Program Violations Policy will apply:
 - Data usage of 30 GB or more over the program limit in any month will result in a warning the first time the excess usage occurs. If the participant exceeds the data usage limit a second time, the service will be suspended and the participant will be removed from the program.
 - Upon removal from the program and collection of the assigned device, the device may be reassigned to a new program participant. Notification of the change must be made to VCSG for reactivation of the service to the device.

RESPONSIBILITIES

- Devices will be shipped directly from Verizon to each program site.
- Identification of a program lead and his/her respective contact information must be conveyed to Digital Promise.
- It is the responsibility of the local Lead to communicate the guidelines on the program, device and data usage compliance to the program participants.

ACTIVATION OF DEVICES

- All devices are shipped to the local Lead pre-activated for wireless service.
- It is the responsibility of the local Lead to secure, distribute and assist with any activation instructions.
- Upon receipt of devices, confirmation of receipt of shipment is required to be communicated to Digital Promise within 24 hours.
- Upon receipt of devices, the local Lead should take a full inventory and report any discrepancies to Digital Promise within 30 days.

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TROUBLESHOOTING AND MAINTENANCE

- **Verizon Wireless Devices**
- ***Participants should not go to a Verizon Wireless store for issues with their device.***
- If you have a problem with data service on a device or a hardware/software issue that is covered under the one-year warranty, please reach out to the VILS helpdesk: helpdesk@vils.freshservice.com for assistance.

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Exhibit E

Digital Promise Travel Policy

Air Travel - Air travel shall be at coach rates and school/district representative shall take advantage of the lowest fares available, though school/district representative may upgrade at their own expense.

Lodging - While hotel rates fluctuate dramatically based on room availability, travelers should be mindful of lodging expenditures. Digital Promise will not reimburse for luxury accommodations (e.g., non-standard rooms, concierge floors).

Car Rentals – Cars may be rented when doing so is both a business necessity and the cost relative to the alternate modes of transportation is not excessive. Reasonable attempt should be made to share rental cars when traveling with fellow school/district representatives to and from the same location. Compact-size cars are to be utilized unless at least 2 travelers will simultaneously share the vehicle, in which case mid-size automobiles are authorized. For travel within the United States, Digital Promise will not reimburse for any insurance options, including Personal Accident Insurance (PAI) and Collision Damage/Loss Damage Waivers (CDW/LDW).

Rail Travel - All rail travel should be booked in the appropriate class to assure reserved seating. Sleeping accommodations are limited to overnight trips. Club car usage must be approved in advance by Digital Promise.

Taxi/Ride Share - Digital Promise will reimburse for the cost of taxis in connection with Digital Promise related business activity. Consideration should always be given to more economical services (e.g., hotel vans, shuttles) when available. Daily travel between home and local office is not reimbursable.

Private Car with Driver – Chauffeured cars are generally prohibited, although exceptions may be granted by Digital Promise based on costs of alternative means of transportation.

Meals and Entertainment - Personal meal expenses are incurred when dining alone on a Digital Promise requested out-of-town business trip. Digital Promise recognizes that meal expenditures will vary by venue, please exercise prudence. Dinner should not exceed \$50/person and only one alcoholic drink per dinner will be reimbursed.

Original itemized receipts must be submitted for all expenses, including for airfare and meals.

All requests for expense reimbursements must be submitted within 60 days of completion of travel.

Additionally travel restrictions, such as prior approval of flights, may be given by Digital Promise for specific trips.