

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 Liberty High School, Louisville Central High School, Newcomer Academy, Seneca High School, and The Academy @ Shawnee High School("the Project").

Background

The Verizon Innovative Learning Schools program (the Program) is part of a grant given to Digital Promise by the Verizon Corporate Resource 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. Digital Promise, with support from VCRG 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 Program.

Digital Promise will provide:

- A mobile hotspot device for each student with demonstrated need for reliable, high speed internet access during the two years of the Project. Each device will be equipped with a monthly data plan of 30 GB 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.
- Financial support for a VILS Liaison who will provide instructional coaching to teachers (\$5,000 for schools with 50 or fewer teachers per year, \$8,500 for schools with 51+ per year)
- Virtual professional learning opportunities for all teachers involved in the Project

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 Resource Group LLC, including:

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 Resource Group LLC. This person should work closely with the District IT Lead and school 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:

- Communicate how the Program aligns with and supports school goals
- Identify and support school-based Liaison
- Clarify and support expectations for Liaison and Teachers
- Ensure at least 30% of faculty submits at least 1 Digital Promise VILS microcredential each semester
- Communicate with parents and community about school's role within the Program

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- Work with District leadership and IT to ensure devices are managed effectively and repaired or replaced promptly. Communicate process to families
- Create a resource procurement process for teachers

A Liaison assigned to each VIL school and assigned specifically to the outcomes of this Program.

The Liaison is a school-based point of contact for the Program. Their primary role is to support professional learning for all teachers participating in the program. It is strongly preferred that this role be filled by an individual who has prior instructional coaching experience. If a prospective VILS Liaison does not have prior coaching experience, they have the option of participating in a VILS coaching pathway.

Key responsibilities:

- Works closely with district and school leadership to ensure school meets all Program objectives.
- Manages the hotspots inventory, including oversight of any issues related to distribution, tracking, return, and replacement of any damaged or missing hotspots.
- Supports teachers in professional learning, and ensures that the school achieves its target of at least 30% of teachers submitting at least 1 micro-credential each semester.
- Participates in the professional learning aligned to micro-credentials and other professional learning opportunities alongside teaching staff.
- Documents the Program's impact on students, teachers, and school culture, and shares key milestones with VILS, reporting on successes and accomplishments as well as any challenges.
- Participates in quarterly Program webinars.
- Works closely with the School-based IT Lead to manage any technical issues that may arise with hotspots.

The District IT Lead is a district-level employee who will be the primary point of contact with Digital Promise and Verizon for the management of hotspots and any technology issues that may arise. This person should be able to set up, filter, and manage all hotspots in the program, while working closely with the School IT Lead at each school to resolve incidents and create support structures at the school level.

Key responsibilities:

- Serve as Point of Contact for escalation related to IT
- Create and track inventory of all hotspots, including implementing a system for asset tags.
- Implement a filtering solution to ensure that all content accessed through the hotspots is filtered.
- Work with district leadership and IT to ensure hotspots are managed effectively and repaired or replaced promptly if damaged or lost.
- 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 inventory and incidents and report them twice per year to Digital Promise and Verizon Corporate Resource Group LLC.
- Participate in quarterly VILS Connect IT webinars.

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 Program. This person also must meet with their designated VILS professional learning team member and VILS Technical Project Director 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:

- All schools in the Program are currently 1:1 with all students taking devices home daily.
- Filtering and technical support for the deployment of all Program 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 so the data plans can be immediately disabled. District is responsible for replacing all lost / stolen devices without requiring families take on burden of full replacement cost.
- The number of students who need hotspot devices will be determined through a District approved process for demonstrating need.
- District is responsible for repair and replacement of hotspot devices. 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 hot spot 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 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 Program 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 long as the user is in the Project, and schools shall retrieve these agreements upon request by Digital Promise.
- An IT Support Plan that outlines handling IT issues both at school and District levels.
- 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.
- All educators at each school are able to participate in virtual, VILS professional learning. Each semester at least 30% of teachers expected to submit for at least 1 VILS micro-credential
- VILS Program district and School leads will participate in at least quarterly Webinars / Virtual conferences focused on advancing the Program goals, and will be responsive to requests to check-in on program implementation monthly.
- School leaders must develop a plan to impact all students in the building through teacher training

Marketing and Publicity

District agrees to participate in marketing and publicity efforts as directed by the Verizon Corporate Resource Group LLC and Digital Promise. (Branding, press releases, inviting press and local officials to Project-related events). District agrees to display signage provided by the Verizon Corporate Resource Group LLC and Digital Promise.

Compliance with Applicable Laws

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

Terms

VCRG 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.

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 Resource Group LLC 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 Resource Group LLC 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 Program 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 Program, the Verizon Corporate Resource Group LLC will discontinue wireless service to the devices.

Funding

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

Digital Promise will provide \$35,500 in funding (\$5,000 each to Liberty High School and The Academy @ Shawnee High School and \$8,500 each to Louisville Central High School, Newcomer Academy, and Seneca High School) per school year to support the school liaison position. Within forty-five days of receiving the fully executed MOU, half of the yearly stipend will be provided for spring 2021 semester. In July 2021, the full school year stipend will be provided for the 2021-2022 school year and in July 2022, the full school year stipend will be provided for the 2022-2023 school year. Funding will be made to the school District for appropriate distribution. Digital Promise may, at its discretion, provide funding to Districts to support travel for coaches and teachers to convene at Program events. Digital Promise will provide travel and expenses for any required convenings for coaches or other District staff or school faculty.

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Escalation and Extension

Should the District or School not fulfil the expectations of the Program, 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, funding, and/or professional learning support.

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

- Liaison not available to fulfill requirements of their role
- Minimum of 30% of teachers not submitting at least 1 micro-credentials
- 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 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 shall end on July 30, 2023.

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 (this form is in development)

Exhibit D – Device and Service Program Guidelines

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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
Specialist II, IT3 Technology Integration/District IT Lead
CB Young, 3001 Crittenden Drive
Louisville, KY 40209
502-468-1707
William.pierce@jefferson.kyschools.us
Jefferson County Board of Education EIN - 61-6001316

Signature:  Date: 2/18/21

Kathryn Petrillo-Smith
Digital Promise
Chief Operating Officer

Signature: _____ Date: _____


Dr. Marty Pollio
Jefferson County Public Schools
Superintendent

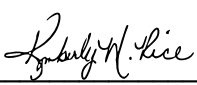
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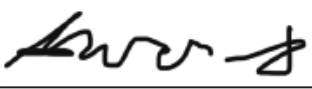
The following people have read this MOU and agree to fulfill their responsibilities outlined in it associated with their roles.


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

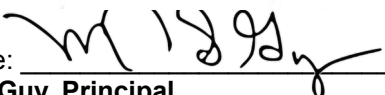
Signature:  Date: 2/25/2021
William Pierce, VILS IT Lead
Jefferson County Public Schools
District VILS Lead, Technology Integration Specialist

Signature:  Date: 3/1/2021
Kym Rice, Principal
Jefferson County Public Schools
Academy @ Shawnee

Signature:  Date: 3/1/21
Raymond Green, Principal
Jefferson County Public Schools
Central High Magnet Career Academy

Signature:  Date: 3/1/21
Gwen Snow, Principal
Jefferson County Public Schools
ESL Newcomer Academy

Signature:  Date: 2/25/2021
Stacie Gamble, Principal
Jefferson County Public Schools
Liberty High School

Signature:  Date: 3/1/21
Michael Guy, Principal
Jefferson County Public Schools
Seneca High School

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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 Resource Group LLC 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 30 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. Unless expressly permitted by Verizon, 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.

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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]

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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 Resource Group LLC ("VCRG"). No personally identifiable information or content will be accessible by VCRG.

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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Memorandum of Understanding

(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 30 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 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.
	If my assigned wireless device is lost or stolen, I agree to report it immediately to the school VILS Liaison or principal 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, I may have limited use of the device in accordance with school procedures.
	I understand that Verizon Wireless or VCRG 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: _____

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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 **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 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 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 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 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 VCRG. No personally identifiable information or content will be accessible by VCRG.

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.

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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 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 30 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 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 VCRG 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 lost or stolen, I agree to report it immediately to the school VILS Liaison or principal who will then notify Digital Promise.
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, I may have limited use of the device in accordance with school procedures.
S	
P/G	I understand that Digital Promise, Verizon Wireless or VCRG can suspend or terminate service at any time, without notice.
S	
P/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 IT 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 Resource Group LLC

And

Verizon Wireless

Device and Service Program Guidelines

Version #1.1

July 8, 2014

Digital Promise Global - Jefferson County Public Schools

Memorandum of Understanding

PROGRAM OVERVIEW

You are receiving these program guidelines as an educational partner implementing an education program in partnership with Digital Promise and VCRG 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 Resource Group LLC.
- 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 Resource Group LLC may, in its sole discretion, increase the foregoing data limit for certain lines of service for certain smartphones and tablets.
- The Verizon Corporate Resource Group LLC 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.
- Unless Verizon has agreed that personal hotspot use is permitted, 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 Resource Group LLC.
- 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 VCRG Lead immediately.
- Digital Promise, Verizon Wireless or VCRG can suspend or terminate service at any time, without notice.

DATA USAGE VIOLATIONS POLICY

- The Verizon Corporate Resource Group LLC 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:
 - o 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.
 - o 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 VCRG 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

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any discrepancies to Digital Promise within 30 days.

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.