

Verizon Innovation Learning School

PARTICIPATION AGREEMENT

The PARTICIPATION AGREEMENT, effective as of the 2023-2024 school year, is entered into by and between Digital Promise("Grantee") and _____ ("END USER").

Student Name

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

- **PURPOSE:** You will receive a wireless device and service at no charge to facilitate your participation in the Verizon Innovative Learning Schools program. This Agreement may be terminated at any time by Verizon Wireless or Digital Promise for any reason.
- **WIRELESS DEVICE AND SERVICE:** 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.
- **TREATMENT OF INFORMATION ASSOCIATED WITH USE OF THE DEVICE AND SERVICE:** Information about your use of the wireless device and service, including but not limited to, placed calls and when you use data services, is information of Digital Promise and can be accessed and shared with whom they authorize.
- **FAILURE AND/OR DISRUPTION OF SERVICES:** Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") or its vendors and suppliers shall have no liability whatsoever for End User's losses, claims, or damages for any cause whatsoever, including direct, indirect, special, consequential, treble or punitive damages, or for limitations in service, including but not limited to, any failure or disruption of services provided hereunder, regardless of the form of action, whether in contract or otherwise. This limitation includes losses, damages, claims, or expenses arising from the use or attempted use of the services, inability to access life support or monitoring systems or devices, 911 or E911, or other emergency calls or services.
- **ARBITRATION: 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 THE 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 THE 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, THE EN WAIVES ANY RIGHT TO PURSUE ON A CLASS BASIS ANY SUCH CONTROVERSY OR CLAIM AGAINST THE 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 stay 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, the 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. The losing party may have the award reviewed by a review panel consisting of three (3) arbitrators.

Please read each of the VILS and RCSS policies and agreements below.

I understand that I need to monitor my data usage so that it does not exceed 10 GB per month, 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 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 United States of America states.
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 notify Digital Promise.
I understand that Verizon Wireless or VCRG can suspend or terminate service anytime, without notice.
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.

By signing page 4 I understand that if I violate any of the terms above, I may be removed from the program and must return my assigned wireless device to the School Principal, who will return it to the on-site VILS Instructional Coach.

RCSS STUDENT TECHNOLOGY LOAN AGREEMENT

The Richmond County School System's (RCSS) vision is to provide an equitable education for all students to prepare them for life beyond the classroom. Students are provided the opportunity to check out laptops/tablets that are the property of RCSS so that they may continue using the device away from school facilities for educational purposes.

All students, parents, and/or (guardians) will be required to sign this form acknowledging that they have read and agree with the school system's device checkout procedure before the laptop/tablet can be taken to a location other than a school system facility.

SIX TIPS FOR DEVICE CARE

1. The device should be stored in its case at all times. Never pile things on top because damage may occur.
2. Always follow directions given by your teacher about using your device. Secure the device before standing up.
3. Keep your device and charging cord away from pets, extreme heat or cold, food, drinks, and siblings. Designate a safe location where your device can be stored and charged.
4. Your device is intended for school work ONLY. The use of the device must be consistent with the educational objective of the Richmond County School System.
5. Protect your username, password, and personal information. YOU are responsible for all content found on your device.
6. Your device is school property and is being monitored. School personnel has the right to inspect it and your files or electronic communications at any time.

DEVICE COST & INSURANCE

- **DAMAGE** = \$25 for CHROMEBOOK [cracked screen, jammed or missing keys, hard casing/trackpad/camera, vandalism (stickers/drawings, etc.)]
- **Full Replacement/Lost or Stolen** = replacement cost unless optional insurance was purchased. \$399.99
- **Charging Adapter Replacement** = \$25
- **Lost or Damaged Accessories** = \$15-\$25 (to include carrying bags and hard cases)
- **Optional Insurance** = \$29
 - Optional Insurance covers accidental damage, cracked screen, liquid submersion, loss/theft, fire, flood, etc.
 - Optional Insurance covers two devices per year.
 - Charging adapter, case, and other accessories are not covered by Optional Insurance.
 - Information on how to purchase optional insurance will be sent home with students once they receive their device and can be found on the Tutt Middle School VILS Website.

RCSS & VILS STUDENT TECHNOLOGY LOAN AGREEMENT

Please read each statement below, and by signing, you are agreeing to the RCSS Expectations of Responsible Device Use:

- I understand that all use of the school system's laptops/tablets must be for educational purposes, and students are not to use the device for personal, commercial or business use.
- I understand that I am accountable for and assume full responsibility for the care of my device.
- I understand that I assume full responsibility for the device's security on and off school premises.
- I understand that I assume full responsibility for reporting to the teacher, Media Specialist, VILS Instructional Coach or school Administrator if a device is lost, stolen, or damaged.
- I understand that Students will be offered an optional insurance plan to cover accidental damage, loss, or stolen devices.
- I understand the optional insurance plan covers two devices per year and if a third device is stolen, lost, or damaged, the student will become a "day-user" and will be provided a device at school, but cannot take a device off-campus.
- I understand that a Student without optional insurance will be assessed a fee to cover a damaged, lost, or stolen device.

-
- Please review the entirety of the Power Up One-to-One Handbook (available on the Tutt Middle School VILS Website or a printed copy is available by request) and sign below stating that you have read and support the expectations stated therein.
 - Please review the entirety of the VILS and RCSS Policies and Agreements in this document and sign below stating that you have read and support the expectations stated therein.
 - Please sign that you are receiving a device from the Richmond County School System and that you will follow the procedures in the Student Technology Loan Agreement. Also, you understand that if insurance is not purchased, the replacement cost of the device will be charged.

School: Tutt Middle School

Date Issued: 2023-2024 Academic School Year

Student's Name: (please print legal first and last name):

Grade: _____

Homeroom Teacher: _____

Student Signature

Parent/Guardian Signature