

Agreement between  
Digital Promise Global and Westat, Inc.  
and The School Board of Broward County, Florida

**Agreement**

Between

Digital Promise Global

And

Westat, Inc.

And

The School Board of Broward County, Florida

**Agreement between  
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and The School Board of Broward County, Florida**

This Agreement ("Agreement") sets forth the terms and conditions between Digital Promise Global, a 501(c)3 non-profit corporation ("Digital Promise"), Westat, Inc. ("Westat") a for-profit corporation, and The School Board of Broward County, Florida ("SBBC") a body corporate and political subdivision of the State of Florida, for the creation of innovative learning environments and document the Verizon Innovative Learning Schools ("VILS") Project so others can learn from the experiences of Glades Middle School, Margate Middle School, McNicol Middle School, New Renaissance Middle School, and Nova Middle School ("the Project").

**Background**

The Projects are supported by 1) 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; and 2) a partnership agreement between VCRG and the Verizon Global Corporate Citizenship Organization ("VGCCO"), having identical principal address as above, Digital Promise and Westat, with support from VCRG, VGCCO, and VZW, who are 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.

**Scope**

See below for the responsibilities of each party:

Digital Promise will provide:

- A device for each student and each teacher during the two years of the Project. Each device will be equipped with a 10 GB monthly data plan for access to education resources on the internet when the user is away from school. For any increase in student enrollment, Digital Promise will provide additional devices.
- A device protection plan that SBBC will manage to cover repairs of accidental damage and device failure during the two years and any subsequent renewal of the Project.
- \$35,000 per school per year to help support a full-time Coach for each school
- Ongoing Project planning and implementation of best practices and support for IT and professional learning
- Professional learning for Project Coaches and support in identifying, implementing, and tracking the professional learning of educators at each school
- Professional learning for all teachers involved in the Project provided both in person and virtually
- A dedicated website with resources to support professional learning and design of classroom activities

Westat will:

- Conduct an evaluation of the Project to study its impact and improve its information.
- Comply with the privacy law provisions of the Family Educational Right to Privacy Act (FERPA) 20 USC 1232g and those described in Exhibit F.
- Securely store and maintain all data collected as part of its evaluation. All data transmissions will be provided through a secure FTP site. Any personally identifiable data will be destroyed at the end of the Project.
- Report all results to Verizon. SBBC will be provided with district-level and school level reports of all survey results and briefed on findings for SBBC and the overall cohort. No teachers or

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students will be identified in any report.

SBBC will provide:

- Points of contact who will serve the following roles, and who will participate in regular meetings with Digital Promise and VCRG, including:
  - **The SBBC Lead** is a district-level employee who will be the primary point of contact (POC) for SBBC communication and overall Project management with Digital Promise and VCRG. This person should be able to lead the creation and implementation of strategic plans regarding SBBC readiness and rollout, have a high-level understanding of the operations, policies, and key people at SBBC, and should be able to navigate and communicate through these channels with ease. Key responsibilities:
    - Participate in facilitated, online and in-person leadership planning
    - Collaborate with Digital Promise staff and SBBC leadership to develop strategic plans; navigate through SBBC and school channels to execute these plans.
    - Work closely with SBBC and school leadership to develop policies and strategies for communication with parents, digital citizenship, and professional learning.
    - Work closely with SBBC's 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 adequate IT support so that the coach stays focused on curriculum and learning support.
    - Serve as the primary POC for organizing the rollout (distribution) of devices to teachers and students at each school.
    - Serve as POC for escalation related to Research, as described below, or IT if other POCs are not available or responsive.
  - **The Principal Lead** is a school-based administrator (preferably principal or assistant principal) who will be a primary POC for school communication with Digital Promise and VCRG. This person should work closely with the SBBC Lead, IT Lead and VILS Coach to align SBBC and school goals with professional learning and ensure systems are in place for teachers to participate in professional learning and for teachers and students to effectively leverage technology. Key responsibilities:
    - Participate in facilitated, online and in-person Leadership Planning.
    - Communicate how the Verizon Innovative Learning initiative aligns with and supports school goals.
    - Identify and support full-time, school-based VILS Coach.
    - Clarify and support expectations for coach and teachers.
    - Ensure all faculty can and does participate in formal professional learning specific to the initiative.
    - Establish processes for coaches and teachers to work with and learn from one another.
    - Establish process for student tech teams to be formed and take on leadership roles within participating schools.
    - Communicate with parents and community about the school's role within SBBC Verizon Innovative Learning initiative.

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- Work with SBBC 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 full-time VILS Coach assigned to each VILS School and assigned specifically to the outcomes of this Project.** The VILS Coach is a full-time position focused on providing teachers with the pedagogical support to effectively leverage technology in the classroom. This position requires a student-centered learning philosophy, creative problem-solving abilities, interpersonal and communication skills, and eagerness to take a leadership role. Key responsibilities:
- Participate in facilitated, online and in-person leadership planning.
  - Collaborate with Digital Promise staff and school leadership to develop and execute strategic plans.
  - Facilitate teacher and student leadership teams.
  - Participate in in-person and virtual learning to build capacity to be an effective coach, including monthly initiative-specific online coach meetings.
  - Promote a strong learning culture among all Project participants.
  - Lead and support all members of the middle grades' faculty in the integration of effective uses of digital technology through a consistent pattern of strategic outreach and informal support through direct coaching, modeling and co-teaching.
  - Collaboratively develop engaging lessons with faculty and provide support through classroom observations, modeling and co-teaching.
  - Nurture and grow student opportunities for leadership in technology and STEM.
  - Document innovative learning strategies for ongoing assessment and publication purposes.
  - NOTE: The person in this role should be focused on supporting teaching and learning, not on supporting IT or technical issues. The performance and impact of the coach will be monitored by Digital Promise and shared. Funding is only provided by Digital Promise to help support this role. Other POCs are not funded by Digital Promise nor the Verizon Innovative Learning initiative.
- **A School Technology Single Point of Contact (SPOC)** is a school-level employee who will be the primary POC for technology and device management at the school level with Digital Promise and VCRG. This person should work closely with the SBBC IT Lead to manage device incidents through resolution by clear and effective processes that require minimal time. 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 sharing these findings with school/district leadership, Digital Promise, and VCRG.
  - Collaborate with Digital Promise staff and district/school leadership to develop a resource procurement process for teachers.
  - Work with SBBC leadership and IT to ensure devices are managed effectively and repaired or replaced promptly
  - Participate in monthly initiative-specific IT calls and annual conferences

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- **The IT Lead** is a SBBC-level employee who will be the primary POC for technology and device management with Digital Promise and VCRG. This person should be able to set up, filter, and manage all devices and infrastructure in the Project, while working closely with the Technology Single Point of Contact (SPOC) at each school to resolve incidents and create support structures at the school level. Key responsibilities:
  - Ensure the existence and maintenance of a robust wireless infrastructure in all school buildings, with a bandwidth of at least 1Mbps per student.
  - Create and track inventory of all devices, including implementing a system for asset tags.
  - Utilize a Mobile Device Management (MDM) solution and manage all devices through the MDM.
  - Implement a filtering solution that will ensure all web content is filtered on all WiFi networks in school and at home, as well as the Verizon Wireless mobile network.
  - Create support structures for schools to ensure timely and effective support for device or technology incidents.
  - Work with district/school leadership to communicate support structures and all IT processes clearly to all staff.
  - Track and analyze device incidents and report them twice per year to Digital Promise and VCRG.
  - Collaborate with Digital Promise staff and district/school leadership to develop a resource procurement process for teachers.
  - Work with SBBC leadership and IT to ensure devices are managed effectively and repaired or replaced promptly.
  - Participate in monthly initiative-specific IT calls and annual conferences.

If there are changes to these roles, SBBC is responsible for notifying Digital Promise in writing via email to [vils@digitalpromise.org](mailto:vils@digitalpromise.org) within one week of the change. The district is responsible for orienting the new employee in his or her role within the Project. This person must also meet with his or her Associate Director of Professional Learning and Technical Project Director within 4 weeks of assuming his or her new role for an onboarding session.

### **Research**

Districts participating in the Project have an opportunity, and are strongly encouraged, to participate in the research component of the Project. It is recommended that all districts participate in the full research component. However, if a district chooses to opt out of the full research component, provision of administrative data is still required. The data collected by Westat will help VCRG, VGCCO, and the participating districts understand the benefits of the Verizon Innovative Learning Schools initiative and enhance the design and implementation of the Project.

The mandatory research component is the provision of administrative data such as test scores, attendance, and information on behavioral infractions for the following time periods:

- Each participating year and
- Five years preceding Project participation

The optional research components are:

- Surveys of teachers and students in the fall of the first year of participation and each spring thereafter

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- Telephone interviews with the principal, coach, and three teachers in the spring of year 1; a site visit in year 2.

Districts who choose to participate in all research components will receive the following grant to offset time requirements: schools with 500 students or less will receive \$2500 per year. Schools with more than 500 students will receive \$4000 per year.

To receive funds, schools must ensure an 80% return rate where active consent is used, and all schools must achieve an 80% response rate on teacher and student surveys.

Aside from monetary incentives districts who opt-in to research will be considered first for other VIL opportunities, such as Verizon Innovation Labs (note, program compliance, network availability, among other factors will contribute to opportunities offered). Participating districts will also be given a briefing on their own survey findings compared to the rest of the cohort.

All VILS schools within the participating district must participate in the research process. Moreover, districts that successfully complete the Project and are invited to participate for an additional two years must also participate in research in year 3 & 4 (a new Agreement will be required for Y3 & 4). Lastly, districts that participate in research acknowledge and agree that all data collected through Westat will be owned by VCRG.

**Research Point of Contact (“RPOC”)**

All districts will be responsible for appointing an RPOC to provide administrative data to Westat each year and participate in the activities described below if the district is participating in the full research study.

Districts participating in the full research program must appoint an RPOC and a liaison at each school that will assist with specific evaluation activities (i.e., obtaining teacher and student rosters, obtaining parental consents, administering teacher and student surveys, scheduling telephone interviews in Year 1, and scheduling a site visit in Year 2). The RPOC will be responsible for supporting all data collection activities and for keeping Westat informed of any critical changes at schools—changes in principals, coaches, introduction of new academic programs introduced, etc. The RPOC should be an individual who is well-versed in how research is conducted within his or her district and within the participating schools. This includes understanding what review processes need to be undertaken, e.g. IRB reviews, and what forms of consent need to be administered to research participants. The RPOC should have the bandwidth to complete all activities and address all concerns in a timely manner. If this individual does not have this authority, then a process should be put in place where RPOC is able to escalate concerns within the schools and districts, as needed.

Key responsibilities:

- Work with Westat to coordinate data requests and facilitate activities at the school level as relevant.
- Provide Westat with teacher lists that include school, name, email address, subject(s) taught, and grade level(s) taught in a timely manner. Lists will be required the beginning of September 2020 and March 2021 and 2022.
- Provide Westat with student lists that include school, student name or the ID number, homeroom teacher and student grade level in a timely manner. Lists will be required by the second week of September in 2020 and reviewed and updated in February 2021 and 2022.
- Work with Westat and school liaisons to schedule survey administration in fall 2020 and spring 2021 and 2022.

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- Follow up with the school-based liaisons in cases where students and teachers do not respond promptly to the surveys to ensure response rates of at least 80% at each school within a two-week survey administration window.
- Work with Westat to obtain SBBC IRB clearance for data collection (if this is required), identify type of parental consent that is needed for the data collection, and obtain parental consent.
- Work with the school-based liaisons to schedule all telephone interviews and site visit activities—spring 2021 and 2022.
- Work with SBBC-level data specialists to provide Westat with the administrative data described below in a timely manner. SBBC is required to provide annual administrative data participating schools consisting of student level test scores, demographics (race, gender, FRPL, disability status), attendance, grade point average, and disciplinary actions (suspensions, number of days suspended, other) for students in grades 6-8 for the five (5) years preceding the Project (2015-2016, 2016-2017, 2017-2018, 2018-19, and 2019-20), the initial two (2) years of Project participation (2020-21 and 2021-22), and any subsequent renewal.

**Key Responsibilities**

SBBC also agrees to fulfill the following:

- Require that students who take devices home daily, for educational use, including use over the summer for targeted populations.
- Provide 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).
- Complete all infrastructure, wireless network, or bandwidth upgrade Projects communicated by the SBBC during the application process must be completed 14 days before the start of the 2020-2021 school year.
- Provide mobile device management (MDM), 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. (SBBC may incur costs associated with this.) SBBC is responsible for ensuring that lost / stolen devices are immediately reported, and through MDM, immediately disabled. SBBC is responsible for replacing all lost / stolen devices without requiring families to take on the burden of the full replacement cost.
- Perform basic device troubleshooting of devices. If the device is in need of repair, the district shall submit helpdesk tickets, package devices and ship to Project device protection plan provider and track necessary repair records. SBBC shall update inventory for devices provided to replace non-repairable devices and notify Digital Promise for data plan transfers.
- For lost or stolen devices, SBBC will 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). SBBC 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 SBBC 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.
- Obtain an End User Agreement signed by all SBBC 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. SBBC will collect and store agreements in paper or digital format for as long as the user is in the Project, and schools will retrieve these agreements upon request by Digital Promise.

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- SBBC 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 SBBC levels, including away-from-school issues.
- The creation of Student Tech Teams to serve as valued collaborators, first-line problem solvers, and teacher technical supports.
- Support for the expectation that teachers and students will engage in using 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.
- The execution of a customized professional development plan for VILS Coaches and teachers, co-developed with Digital Promise, that will leverage technology to achieve the SBBC and school learning goals, while incorporating the Project goals below:
  - Increased student interest in STEM subjects and careers
  - Increased teacher and student proficiency with technology
  - Increased student engagement and confidence
  - Increased student academic performance
  - Increased student problem-solving skills
  - Increased student communication and collaboration skills
- Participation in STEM-related events each year during which schools will get access to VCRG's resources such as:
  - Industry Professionals
  - Products
  - Places
- All educators at each school will be invited to participate in professional development provided by Digital Promise and its partners, supported by school-based coaches.
  - A minimum of six (6) Onsite Workshops: Spring 2020, Summer 2020, Winter 2020-2021, Spring 2021, Summer-Fall 2021, Winter-Spring 2021-2022 (required for all teachers and coach). Each onsite workshop is between 3-4 hours in length and all faculty must participate.
  - Online Modules (1 hour each) (required for a subset of lead teachers and VILS coaches)
  - 1 - 2 Virtual showcases/conferences each year
  - Online communities
  - Webinars / Virtual Instruction experiences focused on advancing the Project goals
- Educators will also be expected to participate in:
  - Coach-led weekly in-class, one-on-one, and small group coaching
  - Self-directed professional learning
  - Three-times per year surveying around technology usage
- The VILS Coach will be expected to use the VILS provided Technology Integration Matrix to conduct classroom walkthroughs (TIM Walks) to measure the extent to which technology is enhancing the role of teachers, students, and the classroom environment.
  - VILS Coach will complete TIM Walks in a minimum of 80% of classrooms during both the 1st semester and 2nd semester
  - VILS Coach will use non-evaluative TIM Walk data to drive the design of responsive support for teachers during coaching sessions
  - VILS Coach will coordinate with school leadership team to use aggregate TIM Walk data to guide school-wide professional development for teachers

SBBC agrees to participate in marketing and publicity efforts as directed by VCRG and Digital Promise.



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(Branding, press releases, inviting press and local officials to Project-related events). SBBC agrees to display signage provided by the VCRG and Digital Promise.

SBBC agrees to fully participate in the research component of the Project set forth by Westat selected for this Project by VCRG and VCOOG as an independent research organization conducting an evaluation regarding the Project's impact and providing ways to improve the information.

**Compliance with Applicable Laws**

The parties will comply with all applicable laws, including federal, state, and local laws, regulations, and SBBC policies, codes, rules and regulations.

**Terms**

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

SBBC will assist Digital Promise and VCRG in securing media releases. Parents of students or students who are 18 years or older must consent to image use, and the release of photographs and video/audio recordings made during school hours, school events, and other similar activities. If students or parents of students do not consent, 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 SBBC will help manage this process.

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

At the end of the two-year project, VCRG will discontinue wireless service to the devices.

**Funding**

The devices will ship to the address provided by SBBC in two shipments, one to provide devices to teachers, and a second to provide devices to students.

Digital Promise will provide to SBBC Thirty-Five Thousand Dollars (\$35,000) in funding to support the full-time VILS Coach position for each participating school within forty-five (45) days after receiving the fully executed Agreement in year 1 (2020). For Year 2, Thirty-Five Thousand Dollars (\$35,000) in funding to support the full-time VILS Coach position will be provided to SBBC within forty-five (45) days after July 1, 2021. Digital Promise may, at its discretion, provide funding to SBBC to support travel for coaches and teachers to convene at Project events. Digital Promise will provide travel and expenses for any required convenings for VILS Coaches or other SBBC staff or school faculty. Substitutes will not be covered unless agreed to by Digital Promise in advance.

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Digital Promise will provide a device protection plan for device repair. Device protection plan coverage will end on June 30, 2022, unless an extension of the Agreement is mutually agreed upon.

If it is determined during onboarding that Digital Promise shall provide financial support for device management system, filtering system, or deployment services, such funding will be provided under a separate agreement.

### **Escalation and Extension**

Should SBBC or school not fulfil the expectations of the Project contained herein, an escalation process will be followed.

- SBBC or school will be informed in writing of the issue(s). SBBC will be notified of any school-specific issues.
- SBBC or school will have thirty (30) days to resolve issue and communicate resolution to Digital Promise.
- Any issues not resolved within thirty (30) days may result in termination of data services, funding, and/or professional learning support.

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

- Ineligibility for additional 2 years of data plans and coach funding
- Early termination of data plans
- ineligibility to be considered for 5G or Innovation Lab opportunities

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

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

### **Duration**

Unless terminated earlier for convenience, the term of this Agreement shall commence upon full execution by all parties and as between Digital Promise and SBBC, shall conclude July 31, 2022 ("Initial Term"). The parties may renew this Agreement once for an additional two (2) year period by written amendment prepared with the same or similar formality as this Agreement and executed by all parties hereto ("Renewal Term"). After the Initial Term, any Renewal Term, or following any termination for convenience, SBBC agrees to provide Westat with the administrative data described above and in accordance with Exhibit F, within one (1) after expiration of this Agreement. This Agreement may be modified by mutual consent of authorized officials from all parties through written amendment. This Agreement may be terminated early with or without cause by SBBC, Westat, or Digital Promise during the term hereof upon thirty (30) days' written notice to the other parties of its desire to terminate this Agreement. Upon exercise of any termination for convenience by Digital Promise or Westat, either party reserves the right to require that all devices distributed through the Agreement be returned to Digital

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Promise. VCRG, VGCCO, and VZW reserves the right to terminate the grant to Digital Promise and require the return of all devices distributed through the grant.

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

**Exhibits**

This document includes the following exhibits (with responsible party identified below):

- Exhibit A – Verizon Wireless Philanthropic Device Plan (Digital Promise)
- Exhibit B – End User Agreement (Digital Promise)
- Exhibit C – End User Agreement for a Minor (this form is in development) (Digital Promise)
- Exhibit D – Device and Service Project Guidelines (Digital Promise)
- Exhibit E – Research Data Specification List (Westat)
- Exhibit F – SBBC Addendum (SBBC)

**Contact Information**

Digital Promise Global  
Kathryn Petrillo-Smith  
Chief Operating Officer<sup>(SEP)</sup>  
1001 Connecticut Avenue, NW, Suite 935  
Washington, DC 20036  
703-861-1556  
[operations@digitalpromise.org](mailto:operations@digitalpromise.org)

Westat, Inc.  
Joy Frechtling  
Vice President-Associate Director  
1600 Research Blvd.  
Rockville, MD 20850  
301-517-4006  
[JoyFrechtling@westat.com](mailto:JoyFrechtling@westat.com)

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**FOR DIGITAL PROMISE:**

Digital Promise Global

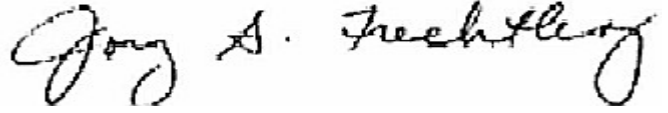
By Kathryn Petrillo-Smith 4/22/2020 | 9:58 PM EDT

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Kathryn Petrillo-Smith, Chief Operating Officer

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**FOR WESTAT:**

Westat, I



By \_\_\_\_\_

Joy Frechtling, Vice President for Education Studies

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**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(Corporate Seal)

ACCEPTED BY:

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By \_\_\_\_\_  
Donna P. Korn, Chair

ATTEST:

Approved as to Form and Legal Content:

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

\_\_\_\_\_  
Office of the General Counsel

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The following people have read this Agreement and acknowledge their responsibilities outlined in it associated with their roles.

1. SBBC Lead (Point of Contact)
2. IT Lead (Point of Contact)
3. Research Lead (Point of Contact)
4. Principals

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Daryl Diamond, VILS SBBC Lead  
The School Board of Broward County, Florida  
Director, Innovative Learning

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Maximo Rosario, VILS IT Lead  
The School Board of Broward County, Florida  
Director, Classroom Technology & Desktop Support Services

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Adam Iarussi, VILS Research Lead  
The School Board of Broward County, Florida  
Database Researcher, Student Assessment and Research

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Ricardo J. Reyes, Principal, Glades Middle School  
The School Board of Broward County, Florida

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Sabine Phillips, Principal, Margate Middle School  
The School Board of Broward County, Florida

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Melissa Gurreonero, Principal, McNicol Middle School  
The School Board of Broward County, Florida

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Janet Morales, Principal, New Renaissance Middle School  
The School Board of Broward County, Florida

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Rayner Garranchan, Principal, Nova Middle School  
The School Board of Broward County, Florida

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**Exhibit A**

<b>Monthly Access Fee</b>	\$0.00
<b>Monthly Data Allowance</b>	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](http://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 uses 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 broadcast to multiple servers or



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recipients such that they could enable “bots” or similar routines (as set forth in more detail in (ii) below) or otherwise degrade network capacity or functionality; (ii) “auto-responders,” “cancel-bots,” or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or email use by others; (iii) generating “spam” or unsolicited commercial or bulk email (or activities that facilitate the dissemination of such email); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless’ services or the Internet-based resources of others, including the generation or dissemination of viruses, malware or “denial of service” attacks; (v) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, Verizon Wireless’ or another entity’s network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer’s connection would otherwise be idle, or “keep alive” functions, unless they adhere to Verizon Wireless’ requirements for usage, which may be changed from time to time. We further reserve the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and we reserve the right to deny, modify or terminate service, with or without notice, to anyone we believe is using Data Services in a manner that adversely impacts our network. We may monitor your compliance, or other subscribers’ compliance, with these terms and conditions, but we will not monitor the content of your communications except as otherwise expressly permitted or required by law. [See [verizonwireless.com/privacy](http://verizonwireless.com/privacy)]

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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 **National Center for Research in Advanced Information and Digital Technologies d/b/a Digital Promise** (the "Grantee") and \_\_\_\_\_ (the "End User" or "you" or "Your") collectively referred to herein as the "Parties."

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

**PURPOSE**

1. You will receive a wireless device and service at no charge in order to facilitate your participation in the Verizon Innovative Learning Schools Project. The wireless device and service have been donated by Verizon Wireless and are provided to you by the Grantee under the terms and conditions of this 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 you until you are no longer an active participant in the Project.

**WIRELESS DEVICE AND SERVICE**

2. The wireless device is intended for your use alone, solely for purposes of the Project, 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 Project; 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 Project, 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:**
  - (i) ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR TO ANY DEVICE OR SERVICE PROVIDED UNDER OR IN

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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](http://www.adr.org). **ARBITRATION IS NOT A COURT PROCEEDING. THE RULES OF ARBITRATION DIFFER FROM THE RULES OF COURT. THERE IS NO JUDGE OR JURY IN AN ARBITRATION PROCEEDING.** THIS ARBITRATION CLAUSE SHALL APPLY TO ANY CLAIMS THAT END USER MIGHT SEEK TO ASSERT AGAINST GRANTEE OR VERIZON WIRELESS AND TO ANY CLAIMS THAT GRANTEE OR VERIZON WIRELESS MIGHT SEEK TO ASSERT AGAINST END USER. VERIZON WIRELESS IS A THIRD PARTY BENEFICIARY OF THIS 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.

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

**Agreement between  
Digital Promise Global and Westat, Inc.  
and The School Board of Broward County, Florida**

**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 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 SBBC 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 Project (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 Project. 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 Project.

**WIRELESS DEVICE AND SERVICE**

2. The wireless device is intended for Minor Participant's use alone, solely for purposes of the Project, 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 Project; 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 Project, 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.

**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](http://www.adr.org). **ARBITRATION IS NOT A COURT PROCEEDING. THE RULES OF ARBITRATION DIFFER FROM THE RULES OF COURT. THERE IS NO JUDGE OR JURY IN AN ARBITRATION PROCEEDING.** THIS ARBITRATION CLAUSE SHALL APPLY TO ANY CLAIMS THAT END USER MIGHT SEEK TO ASSERT AGAINST GRANTEE OR VERIZON WIRELESS AND TO ANY CLAIMS THAT GRANTEE OR VERIZON WIRELESS MIGHT SEEK TO ASSERT AGAINST END USER. VERIZON WIRELESS IS A THIRD PARTY BENEFICIARY OF THIS 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.

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

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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**

<b>P/G</b>	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.
<b>S</b>	
<b>P/G</b>	I agree not to download any billable or paid applications (apps) except those that are provided by my school.
<b>S</b>	
<b>P/G</b>	I agree not to use the personal hotspot on the device or allow any other devices to access the device's personal hotspot.
<b>S</b>	
<b>P/G</b>	I agree not to remove any hardware (i.e. SIM chip) or software from the device unless authorized by VCRG or Verizon Wireless.
<b>S</b>	
<b>P/G</b>	I agree to use my assigned device only within the 50 states of the United States of America.
<b>S</b>	
<b>P/G</b>	If my assigned wireless device is damaged, lost or stolen, I agree to report it immediately to the SBBC Lead.
<b>S</b>	
<b>P/G</b>	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.
<b>S</b>	
<b>P/G</b>	I understand that Digital Promise, Verizon Wireless or VCRG can suspend or terminate service at any time, without notice.
<b>S</b>	
<b>P/G</b>	I agree to be kind and safe in my digital interactions with others and to take care of the device assigned to me.
<b>S</b>	

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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 SBBC Lead.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Student

\_\_\_\_\_  
Date

**Please sign below if your district opts-out of the two optional research components identified in the section entitled "Research" above:**

\_\_\_\_\_  
Superintendent Name

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
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 Project Guidelines

Version #1.1

July 8, 2014

**Agreement between  
Digital Promise Global and Westat, Inc.  
and The School Board of Broward County, Florida**

**PROJECT OVERVIEW**

You are receiving these Project 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 10 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 Project 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 SBBC Lead's office. The End User and Minor Participant End User Agreements are not to be sent to Digital Promise or VCRG.
- It may be helpful for Project 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 Project participant violates the data usage on devices, the Digital Promise Lead will be alerted to address with the SBBC Lead who will address with the Project participant.

**PROJECT GUIDELINES**

- Project offered in conjunction with the Digital Promise partnership only.
- Devices are for use by authorized participants only.
- There is a data limit of 10 GB per month on the lines of service for all smartphones and tablets. VCRG may, in its sole discretion, increase the foregoing data limit for certain lines of service for certain smartphones and tablets.
- VCRG will terminate wireless service to the devices being used by the participants at the end of the Project.

**DEVICE LIMITATIONS**

The following limitations are placed on each device within the Project:

- No billable or paid applications (apps) shall be downloaded.
- Personal hotspots on the device shall not be used.

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- Hardware (i.e. SIM chip) or software shall not be removed from the device unless authorized by VCRG.
- 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 SBBC Lead who in turn must notify Digital Promise who in turn must notify VCRG Lead immediately.
- Digital Promise, Verizon Wireless or VCRG can suspend or terminate service at any time, without notice.

**DATA USAGE VIOLATIONS POLICY**

- VCRG will actively monitor the devices and wireless accounts monthly for Project compliance.
- Should any End User exceed the maximum allowable data for the monitoring period, the following Project Violations Policy will apply:
  - Data usage of 10 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 VCRG for reactivation of the service to the device.

**RESPONSIBILITIES**

- Devices will be shipped directly from Verizon to each Project site.
- Identification of a Project 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 Project, device and data usage compliance to the Project 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](mailto:helpdesk@vils.freshservice.com) for assistance.

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**Exhibit E: Research Data Specification List for Westat**

**1. Participating schools and grade levels**

- a. Grade levels: 6-8
- b. School names:

- 2. Administrative and Achievement Data** – Administrative and achievement data will be requested for five years prior to the Project and the two years of the Project (SY 2015-16, SY 2016-17, SY 2017-18, SY 2018-19, SY 2019-20, SY 2020-21, SY 2021-22). For schools continuing after year 2, administrative and achievement data will also be requested for SY 2022-23 and SY 2023-24. All data from 2015-16 through 2021-22 are aggregated to the school/grade-level and cross-sectional. Data requested are for all schools in the district serving middle school students. The purpose of these data will be to examine any impacts of the Project on student behaviors and achievement. Data requests will occur each fall - the first of which will include data for the initial year of the Project and the five years prior to the Project. Data will be disclosed in accordance with Exhibit F attached hereto and incorporated herein.

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**EXHIBIT F- SBBC ADDENDUM**

**SBBC Disclosure of Education Records and Student Information to Digital Promise**

- (a) Purposes and types of disclosures: SBBC will disclose education records and student information to Digital Promise as follows:
- 1) Photographs of students (identifiable), videos (identifiable) of students, and success stories including the student name and school name – to be used for social media and promotional materials to share the impact of the program
  - 2) Total number of students enrolled at each school (non-identifiable) - to calculate the number of devices needed for each school
- (b) SBBC will obtain written consent from each student's parent/guardian or student age 18 years or older prior to providing student photographs, videos and success stories to Digital Promise. This includes success stories, photographs and videos taken by SBBC teachers, administrators, and district employees which are then provided to Digital Promise as well as those taken by Digital Promise staff.
- (c) Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR Part 99.31(b)(1), the de-identified education records and non-identifiable student information referred to in this section may be provided to Digital Promise without prior parental consent. To provide meaningful results and protect the privacy of individual students, data is not reported when the total number of students in a group is less than 10.

**Digital Promise's Confidentiality of Education Records**

- (a) Notwithstanding any provision to the contrary within this Agreement, Digital Promise shall:
- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
  - 2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
  - 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
  - 4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

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- 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
  - 6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
  - 7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
  - 8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
  - 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
  - 10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and
  - 11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).
- (b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.
- (c) Digital Promise shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

**SBBC Disclosure of Employee Information to Digital Promise**

SBBC will disclose the following employee information to Digital Promise as follows:

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- (a) Employee's name, employee's email address, subject taught by employee, and the employee's grade level taught – to coordinate program services. This information will also be stored in Digital Promise's Technology Integration Matrix (TIM) database.
- (b) Surveys and feedback forms completed by teachers/coaches:
  - 1) Technology Usage and Perceptions Survey: for the purpose of understanding how proficient staff is with technology, the types of digital resources that are used most frequently, and how much experience each teacher/coach has had with job-embedded professional development;
  - 2) Teacher/Coach Technology Survey: administered via a digital survey platform (Jotform, Survey Monkey, Qualtrics) for the purpose of determining teacher/coach growth in technology use and non-identifiable data is then shared with the Verizon Foundation in the form of program updates regarding school progress in the program, and
  - 3) Professional Learning Feedback forms: anonymous feedback is gathered for the purpose of gauging satisfaction with workshops and professional learning offerings (unless respondents opt in to be contacted for follow-up conversation).

**Digital Promise Safeguarding Employee Information.**

Notwithstanding any provision to the contrary within this Agreement, Digital Promise shall:

- (a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee information,
- (b) hold the employee information in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law,
- (c) only share employee information with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement,
- (d) protect employee information through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's information,
- (e) notify SBBC immediately upon discovery of a breach of confidentiality of employee information by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com); and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes.

**SBBC Disclosure of Education Records to Westat.**

- (a) SBBC will provide Westat with the following de-identified student rosters for the administration of online surveys designed to evaluate the impact of the VILS program:
  - 1) Randomly Generated Student ID number (consistent ID across study years)
  - 2) Grade level
  - 3) Homeroom teacher
  - 4) Language for the survey



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(b) SBBC will also provide Westat with the following school level records disaggregated by grade.

- 1) Number of students in each grade
- 2) Percentage of (%) female and (%) male students
- 3) Percentage (%) of students by race/ethnicity
- 4) Percentage (%) of students eligible for free/reduced lunch
- 5) Percentage (%) of students with a disability/Individual Education Plan (“IEP”)
- 6) Percentage (%) of students with English Language Learner (“ELL”) designations
- 7) Total unexcused absences
- 8) Median unexcused absences
- 9) Misconduct/Discipline
- 10) Total misconduct incidents
- 11) Median misconduct incidents
- 12) Total out-of-school suspension days
- 13) Median out-of-school suspension days
- 14) Median FSA ELA and Math scale score
- 15) Percentage (%) of students for each proficiency level

(c) SBBC will also provide Westat with the following school level records disaggregated by grade level for five years prior to the Project and the two years of the Project (SY 2015-16, SY 2016-17, SY 2017-18, SY 2018-19, SY 2019-20, SY 2020-21, SY 2021-22). For schools continuing after year 2, administrative and achievement data will also be requested for SY 2022-23 and SY 2023-24. All data from 2015-16 through 2021-22 are aggregated to the school/grade-level and cross-sectional. Data requested are for all schools in the district serving middle school students. The purpose of these data will be to examine any impacts of the Project on student behaviors and achievement. Data requests will occur each fall - the first of which will include data for the initial year of the Project and the five years prior to the Project.

(d) Westat will obtain written consent through the RPOC and school-based liaisons from each student’s parent/guardian or student age 18 or older whose education records are to be shared prior to disclosing the education records listed in this section.

**SBBC Disclosure of Employee Records to Westat.**

(a) SBBC will provide Westat the following teacher rosters for the administration of online surveys designed to evaluate the impact of the VILS program.

(b) SBBC will provide Westat with the following employee records:

- 1) First name and last name of teacher
- 2) Randomly Generated Teacher ID number (consistent across years)
- 3) Teacher email address
- 4) Subjects taught
- 5) Grade levels taught

(c) Westat will obtain written consent through the RPOC and school-based liaisons from each teacher/coach whose records are to be shared prior to disclosing the records listed in this section. Any information disclosed by Westat to Digital Promise will be reported in aggregate form.

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**Westat Re-Disclosure of Records**

Any redisclosure of records by Westat is limited to aggregated, de-identified records.

**Background Screening**

Digital Promise and Westat must comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Digital Promise, Westat, or their respective personnel providing any services under the conditions described in the previous sentence. Digital Promise and Westat shall each bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Digital Promise, Westat or their respective personnel. The Parties agree that the failure of Digital Promise or Westat to perform any of their respective duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Digital Promise and Westat each agree to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

**Force Majeure**

No party will be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure").

**No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

**Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by all parties hereto.

**Authority**

Each person signing this Agreement on behalf of all parties individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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**Entirety of Agreement**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings, whether by memorandum or otherwise, concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. This Agreement supersedes all obligations of Westat and SBBC contained in the Memorandum of Understanding executed December 7, 2019.

**Governing Law and Venue**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

**Notice**

When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Daryl Diamond, Director of Innovative Learning The School Board of Broward County, Florida 600 Southeast Third Avenue, Fifth Floor Fort Lauderdale, Florida 33301
To Digital Promise:	Kathryn Petrillo-Smith Chief Operating Officer 1001 Connecticut Avenue, NW, Suite 935 Washington, DC 20036 operations@digitalpromise.org
To Westat:	Joy Frechtling Vice President-Associate Director 1600 Research Blvd. Rockville, MD 20850 JoyFrechtling@westat.com

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**Counterparts and Multiple Originals**

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

**Public Records**

To the extent applicable under Florida law, Westat and Digital Promise under this Agreement will: (a) keep and maintain available any records that pertain to services rendered under this Agreement; (b) provide SBBC with reasonable assistance and all records requested, at no additional cost, to respond to any public records request; (c) cooperate with SBBC to ensure that any public records that are confidential and/or exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party is responsible for any unlawful refusal to provide public records and any award of attorney's fees resulting from such non-compliance with the law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

**Authority**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.