

Memorandum of Understanding

ARBITRATION

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

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

(ii) The Federal Arbitration Act applies to this Agreement. **EVEN IF APPLICABLE LAW PERMITS CLASS ACTIONS OR CLASS ARBITRATIONS, END USER WAIVES ANY RIGHT TO PURSUE ON A CLASS BASIS ANY SUCH CONTROVERSY OR CLAIM AGAINST GRANTEE OR VERIZON WIRELESS, OR ANY OF THEIR AFFILIATES OR PREDECESSORS IN INTEREST.** If multiple claims are joined in one action, some of which would not be subject to arbitration, the latter claims must be stayed until any claims in that action that are subject to arbitration have been resolved. If claims are asserted against multiple parties, some of whom are not required to arbitrate, the claims subject to arbitration must be severed; However, End User retains his/her right to file a complaint with any regulatory agency or commission.

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

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

VILS DIGITAL PROMISE – HOUSTON ISD CHROMEBOOK AGREEMENT

Student (S) and parents and guardians (P/G), please initial each line and complete the contact information below to confirm your understanding and agreement.

P/G	I understand that I need to monitor my data usage so that it does not exceed 20GB per month and that I may not stream audio or video except in connection with the program, and that I may not stream games.
S	
P/G	I agree not to download any billable or paid applications (apps) except those that are provided by my school.
S	
P/G	I agree not to use the personal hotspot on the device or allow any other devices to access the device's personal hotspot.
S	
P/G	I agree not to remove any hardware (i.e. SIM chip) or software from the device unless authorized by Verizon.
S	
P/G	I agree to always secure and carry my assigned Chromebook in the case provided by Verizon when not in use or being moved.
S	
P/G	The student's parent/guardian accepts financial responsibility for any intentional damage to the Chromebook or damage due to gross negligence.
S	
P/G	I agree to use my assigned device only within the 50 states of the United States of America.
S	
P/G	I agree not to make international calls or send international text, video or picture messages, including calls and messages to Canada and Mexico.
S	
P/G	I understand that Verizon Wireless or VGCCO can suspend or terminate service at any time, without notice.
S	
P/G	If my assigned wireless device is damaged, lost or stolen , I agree to report it immediately to my CSR who will notify the school principal, VILS coach, and district lead who will then notify Digital Promise.
S	
P/G	I agree not to use the Chromebook for any inappropriate, unethical, or illegal purposes, to include activities on the Internet, use of email and messaging, and access to digital media and programs. The district remotely monitors activity and usage of the student Chromebooks.
S	
P/G	I understand that the device is for my use only, to facilitate participation in the program , and that I may not sell or transfer the device to any third party or allow any third party to use the wireless service for purposes other than related to the program.
S	
P/G	I agree to return the Chromebook to my school prior to the end of each school year, or if the student withdraws from school or changes schools midyear. Chromebooks not returned as required may be disabled and/or reported to the proper authorities.
S	
P/G	I agree to be kind and safe in my digital interactions with others and to take care of the device assigned to me.
S	

I understand that if I violate any of these terms, I may be required to return my assigned wireless device to the Customer Service Representative (CSR) and/or I may face disciplinary action.

Student Name (print) _____

Date _____

Parent Name (print) _____

Date _____

Parent Signature _____

Date _____

Student ID _____

Grade Level _____