Memorandum of Understanding

Between

Digital Promise Global

And

Unified School District No. 259,

Sedgwick County, Kansas

Digital Promise Global - Wichita Public Schools

Memorandum of Understanding

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Digital Promise Global ("Digital Promise") and Unified School District No. 259, Sedgwick County, Kansas (Wichita Public Schools), to create innovative learning environments and document the Project so others can learn from the experiences of Hamilton Middle School, John Marshall Middle School, Mead Middle School, Curtis Middle School, Coleman Middle School, Pleasant Valley Middle School, Mayberry Cultural & Fine Arts Magnet Middle School, Truesdell Middle School, Robinson Middle School, Hadley Middle School, Brooks Center for STEM and ARTS Magnet Middle School and Jardine STEM and Career Exploration Magnet ("the Project").

Background

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

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

Purpose

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

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 data plan of at least 10 GB monthly for access to education resources on the Internet when the user is away from school. Increases in student enrollment will be supported by additional devices.
- A device protection plan that the District will manage to cover repairs of accidental damage and device failure during the two years of the Project.
- $36,000 per school per year to help support a full-time coach for each school
- Ongoing Project planning and implementation 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
- A dedicated website with resources to support professional learning and design of classroom activities

Wichita Public Schools will provide Points of Contact who will serve the following roles, and who will participate in regular meetings with Digital Promise and Verizon Corporate Resource Group LLC, including:

The District Lead is a District-level employee who will be the primary point of contact (POC) for District communication and overall Project management with Digital Promise and Verizon. This person should be able to lead the creation and implementation of strategic plans regarding District readiness and rollout, have a high-level understanding of the operations, policies, and key people in the District, and should be able to navigate and communicate through these channels with ease. Key responsibilities:

- Participate in facilitated, Leadership Planning
- Collaborate with Digital Promise staff and District leadership to develop strategic professional learning plans; navigate through District and school channels to execute these professional learning plans.

- Work closely with District and school leadership to develop policies and strategies for communication with parents, digital citizenship, and professional learning.
- Work closely with District IT department to ensure that technology requirements have been met, including: inventory processes, mobile device management, off-campus data filtering, a robust wireless infrastructure, and appropriate break-fix protocols and device protection processes to support the use of devices by teachers and students in school and away from school.
- Work closely with school and technology leadership teams to ensure that the school has IT support so that the coach stays focused on curriculum and learning support.
- Serve as the primary point of contact for organizing the rollout (distribution) of devices to teachers and students at each school.
- Serve as Point of Contact for escalation related to Research or IT should other POCs not be available or responsive.

The Principal Lead is a school-based administrator (preferably principal or assistant principal) who will be a primary point of contact for school communication with Digital Promise and Verizon Corporate Resource Group LLC. This person should work closely with the District Lead, IT Lead and Instructional Coach to align District and school goals with professional learning and ensure systems are in place for teachers to participate in professional learning and for teachers and students to effectively leverage technology. Key responsibilities:

- Participate in facilitated, C8 Leadership Planning
- Communicate how the Verizon Innovative Learning initiative aligns with and supports school goals
- Identify and support full-time, school-based Instructional 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 Coach 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 school
- Communicate with parents and community about school's role within District Verizon Innovative Learning initiative
- Work with District leadership and IT to ensure devices are managed effectively and repaired or replaced promptly. Communicate process to families
- Create a resource procurement process for teachers

A full-time Coach assigned to each VILS School and assigned specifically to the outcomes of this Project. The instructional 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 C8 Leadership Planning
- Collaborate with Digital Promise staff and school leadership to develop and execute strategic plans
- Support teacher and student leadership teams
- Participate in professional 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 VILS grade level 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 point of contact for technology and device management at the school level with Digital Promise and Verizon Corporate Resource

Group LLC. This person should work closely with the District IT Lead to manage device incidents through resolution and implement timely and effective systems for technology use in schools. Key responsibilities:

- Document, track, and escalate device issues.
- Oversee allocation of spare/buffer devices.
- Work with the District IT Lead to create support structures to ensure timely and effective support for device or technology incidents.
- Communicate support structures and all IT processes clearly to staff.
- Manage the student tech team or work closely with the teacher or staff member who manages the tech team to assist with technical issues.
- Capture and analyze incident trends and sharing these findings with school/District leadership, Digital Promise, and Verizon Corporate Resource Group LLC.
- Collaborate with Digital Promise staff and District/school leadership to develop a resource procurement process for teachers.
- Work with District leadership and IT to ensure devices are managed effectively and repaired or replaced promptly
- Participate monthly initiative-specific IT call and annual conferences

The IT Lead is a District-level employee who will be the primary point of contact for technology and device management with Digital Promise and Verizon Corporate Resource Group LLC. This person should be able to set up, filter, and manage all devices and infrastructure in the program, while working closely with the Technology Single Point of Contact (SPOC) at each school to resolve incidents and create support structures at the school level. Key responsibilities:

- Ensure the existence and maintenance of a robust wireless infrastructure in all school buildings, with a bandwidth of at least 1Mbps per student.
- 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 Verizon Corporate Resource Group LLC.
- Collaborate with Digital Promise staff and District/school leadership to develop a resource procurement process for teachers.
- Work with District leadership and IT to ensure devices are managed effectively and repaired or replaced promptly.
- Participate in monthly initiative-specific IT calls and annual conferences.

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

Research

Districts participating in the Verizon Innovative Learning program have an opportunity, and are strongly encouraged, to participate in the research program. 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 will help Verizon Corporate Resource Group LLC and the participating districts understand the benefits of the Verizon Innovative Learning Schools initiative and enhance the design and implementation of the program.

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 program participation

The optional research components are:

- Surveys of teachers and students in the fall of the first year of participation and each spring thereafter
- 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 access to an online data dashboard that allows them to review their own survey findings compared to the rest of the cohort.

All VIL schools within participating district must participate in the research process. Moreover, districts that successfully complete the VILS program and are invited to participate for an additional two years must also participate in research in year 3 & 4 (a new MOU 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 the Verizon Corporate Resource Group LLC.

All districts will be responsible for appointing a **District level research point of contact (RPOC)** for the provisioning of administrative data.

Districts participating in the research program must also appoint 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, etc. The RPOC should be an individual who is well versed in how research is conducted within their 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 obtain District IRB clearance for data collection (if this is required), obtain parental consent that is in compliance with the Family Educational Rights and Privacy Act, 42 U.S.C. §1280q ("FERPA") needed for the data collection, and obtain parental consent. Notwithstanding anything to the contrary contained in this Memorandum of Understanding, nothing will be construed in a manner that would require Wichita Public Schools to provide student records and data, as defined by FERPA, in a manner that would violate FERPA.
- 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 at the beginning of September 2021 and March 2022 and 2023.
- 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 2021 and reviewed and updated in February 2022 and 2023.
- Work with Westat and school liaisons to schedule survey administration in fall 2021 and spring 2022 and 2023,
- 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 the school-based liaisons to schedule all telephone interviews and site visit activities—spring 2022 and fall 2022, ;
- Work with District-level data specialists to provide Westat with the administrative data described in Exhibit E in a timely manner. Districts are required to provide annual administrative data for all district middle schools consisting of standardized test scores, demographics, attendance, and disciplinary actions for the five years preceding the program (2016-17, 2017-18, 2018-19, 2019-20 and 2020-21) and the two years of program participation (2021-22 and 2022-23).

Key Responsibilities

Wichita Public Schools also agrees to fulfill the following:

- Agreement that students will take devices home daily, for educational use, including use over the summer for targeted populations.
- A robust wireless infrastructure (1Mbps per student) and 100% wireless connectivity throughout each school (including an access point in every classroom and multiple in larger learning areas).
- All infrastructure, wireless network, or bandwidth upgrade Projects communicated by the District during the application process must be completed 14 days before the start of the 2021-2022 school year.
- Mobile device management, filtering and technical support for the deployment of all Project devices, including asset tags to assist in tracking and identifying devices without revealing any personally identifiable student information to Digital Promise or any of the Verizon entities. (District may incur costs associated with this.) District is responsible for ensuring that lost / stolen devices are immediately reported, and through MDM, immediately disabled. District is responsible for replacing all lost / stolen devices without requiring families take on burden of full replacement cost.
- District shall perform basic device troubleshooting for devices. If the device is in need of repair, the district shall submit helpdesk tickets, package devices and assure for shipment to Project device protection plan provider, and track necessary repair records. District shall update inventory for devices provided to replace non-repairable devices, and notify Digital Promise for data plan transfers.
- For lost or stolen devices, District shall be responsible for providing replacement devices with the same connectivity capabilities as those lost or stolen (e.g., LTE connectivity in the case of lost or stolen LTE devices). District shall ensure that replacement devices are properly deployed, and notify Digital Promise for data plan transfers.
- Implementation of an overall strategy that includes appropriate school and District policies and practices associated with Mobile Device Management, Internet filtering, student privacy and data security and the development of digital responsibility among all Project device users. Filtering should strictly adhere to all requirements set forth by legal policies such as COPPA, CIPA, and FERPA.
- An End User Agreement signed by all District employees and a parent/guardian of all students upon receipt of a Project device. Digital Promise will provide the forms, found in Exhibits B and C of this document. The District will collect and store agreements in paper or digital format for as long as the user is in the Project, and schools shall retrieve these agreements upon request by Digital Promise.
- District Teacher and Student Acceptable Use Policies updated to reflect 1:1, 24/7 use of devices for learning.
- An IT Support Plan that outlines handling IT issues both at school and District levels, including away-from-school issues.
- The 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 coaches and teachers, co-developed with Digital Promise, that will leverage technology to achieve the District and School learning goals, while incorporating the program 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 Verizon'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 6 (six) workshops: Spring 2021, Summer 2021, Winter 2021-2022, Spring 2022, Summer-Fall 2022, Winter-Spring 2022-2023 (required for all teachers and coach). Each workshop is between 3-4 hours in length and all faculty must participate.
    - A group of lead teachers (no fewer than 5 and up to 20% of the instructional faculty) determined by the coach and principal, will deliver demonstration lessons, assist colleagues with leveraging technology in the classroom, and assist the coach in developing a digital portfolio of work for each school.
    - 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

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

District agrees to fully participate in the research program set forth by the third party evaluator (Westat) selected for this Project by the Verizon Corporate Resource Group LLC.

Compliance with Applicable Laws

Wichita Public Schools and Digital Promise will comply with all applicable laws, including Federal, state, District, and local laws, regulations, and policies governing student privacy. Digital Promise, as to any Wichita Public Schools student records it maintains, will comply with FERPA, COPPA and CIPA.

Terms

VCRG and VZW have reserved the right to terminate the grant to Digital Promise for any reason, end all services connected to the grant, and require the return of all devices distributed through the grant. Wichita Public Schools' obligation to return devices is a best-effort obligation. Digital Promise and Wichita Public Schools reserve the right to terminate this agreement for any reason, end all services connected to the agreement, and require Wichita Public Schools to use its best efforts to return to Digital Promise devices distributed through the agreement.

The District will manage the distribution of devices in such a way that Digital Promise may inform the District of any

misuse of the devices identified by the Verizon Corporate Resource Group LLC without Digital Promise having access to personally identifiable information. In the event of any misuse of devices, the District will take such actions as Digital Promise may require to cure any such misuse.

The District will assist Digital Promise and the Verizon Corporate Resource Group LLC in securing media releases. Parents of students or students who are 18 or older may opt out of image use, thereby refusing the release of photographs and video/audio recordings made during school hours, school events, and other similar activities. If students or parents of students have opted out then these students' likenesses and voices may not be used in any photographic or audio storytelling done as part of the Digital Promise grant Project and the District will help manage this process.

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

At the end of the two-year project, the district may apply for a two-year Extension of the program.
If the District does not qualify, at the end of the two-year project, the Verizon Corporate Resource Group LLC will discontinue wireless service to the devices.

Funding

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

Digital Promise will provide $36,000 funding to support the full-time coach position for each participating school within forty-five days of receiving the fully executed MOU in Year 1 (2021). Year 2 coach stipends will be distributed in the spring of 2022 ahead of Year 2. Funding will be made to the school District for appropriate distribution. Digital Promise may, at its discretion, provide funding to Districts to support travel for coaches and teachers to convene at Project events. Digital Promise will provide travel and expenses for any required convenings for coaches or other District staff or school faculty. Substitutes will not be covered unless agreed to by Digital Promise in advance.

Digital Promise will provide a device protection plan for device repair. Device protection plan coverage will end on June 30, 2023, unless an extension 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 separate agreement.

Escalation and Extension

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

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

In addition, the intention of the Verizon Corporate Resource Group LLC 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

Program length is two school years.

This MOU is at-will and may be modified by mutual consent of authorized officials from Digital Promise and Wichita Public Schools. This MOU shall become effective upon signature by the authorized officials from Digital Promise and Wichita Public Schools and will remain in effect until modified by mutual consent or terminated by Digital Promise or Wichita Public Schools. In the absence of mutual agreement by the authorized officials from Digital Promise and Wichita Public Schools this MOU, and the associated program, shall end on July 30, 2023.

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

Exhibits

This document includes the following exhibits:
Exhibit A – Verizon Wireless Philanthropic Device Plan
Exhibit B – End User Agreement
Exhibit C – End User Agreement for a Minor (this form is in development)
Exhibit D – Device and Service Program Guidelines
Exhibit E – Research Data Specification List

Contact Information

Digital Promise Global
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Washington, DC 20036
703-861-1556
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Unified School District No. 259, Sedgwick County, Kansas
Rob Dickson
Chief Information Officer
USD 259 Data Center
432 West 3rd Street North

Digital Promise Global - Wichita Public Schools

Memorandum of Understanding

Wichita, KS 67203
316-973-4200
rdickson@usd259.net
District Federal EIN: 48-6000351

Signature: _____ Date: _____

Unified School District No. 259, Sedgwick County, Kansas

By _____
Stan Reeser, President of the Board of Education
Date signed: _____

ATTEST:

By _____
Mike Willome, Clerk of the Board of Education

Kathryn Petrillo-Smith
Digital Promise
Chief Operating Officer

Signature: _____ Date: 3-22-21

Digital Promise Global - Wichita Public Schools

Memorandum of Understanding

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

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

Signature: _____ Date: _____
<Name>, VILS District Lead
Wichita Public Schools
<Title>

Signature: _____ Date: _____
<Name>, VILS IT Lead
Wichita Public Schools
<Title>

Signature: _____ Date: _____
<Name>, VILS Research Lead
Wichita Public Schools
<Title>

Signature: _____ Date: _____
<Name>, Principal
Wichita Public Schools
<School>

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<Name>, Principal
Wichita Public Schools
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Wichita Public Schools
<School>

Digital Promise Global - Wichita Public Schools

Memorandum of Understanding

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<Name>, Principal
Wichita Public Schools
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<Name>, Principal
Wichita Public Schools
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<Name>, Principal
Wichita Public Schools
<School>

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Exhibit A

Monthly Access Fee	$0.00
Monthly Data Allowance	Unlimited*

Notes: This plan is available for Tablets, Mifis, Jetpacks or other devices that can be connected to the Verizon Wireless network. Coverage not available everywhere. 4G service requires 4G equipment and 4G coverage. Current coverage details can be found at www.verizonwireless.com. Verizon Corporate Resource Group LLC may choose to make 5G service available hereunder in its sole discretion. Any 5G service made available hereunder requires 5G equipment and 5G coverage. **Data Services:** *If an End User use more than 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/suppport/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 recipients such that they could enable "bots" or similar routines (as set forth in more detail in (ii) below) or otherwise degrade network capacity or functionality; (ii) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or email use by others; (iii) generating "spam" or unsolicited commercial or bulk email (or activities that facilitate the dissemination of such email); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation or dissemination of viruses, malware or "denial of service" attacks; (v) accessing, or attempting to access without authority, the information, accounts or

devices of others, or to penetrate, or attempt to penetrate, Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle, or "keep alive" functions, unless they adhere to Verizon Wireless' requirements for usage, which may be changed from time to time. We further reserve the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and we reserve the right to deny, modify or terminate service, with or without notice, to anyone we believe is using Data Services in a manner that adversely impacts our network. We may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but we will not monitor the content of your communications except as otherwise expressly permitted or required by law. [See verizonwireless.com/privacy]

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Exhibit B
END USER PARTICIPATION AGREEMENT

This END USER PARTICIPATION AGREEMENT (this "Agreement"), effective as of the date executed below ("Effective Date"), is entered into by and between **Digital Promise** (the "Grantee") and _____ (the "End User" or "you" or "Your") collectively referred to herein as the "Parties."

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

PURPOSE

1. You will receive a wireless device and service at no charge in order to facilitate your participation in the Verizon Innovative Learning Schools program. The wireless device has been donated by Digital Promise and service has been donated by Verizon Wireless and are provided to you by the Grantee under the terms and conditions of this Agreement. This Agreement may be terminated at any time by Verizon Wireless or Digital Promise for any reason. The term of this Agreement shall be from the date of execution by you until you are no longer an active participant in the program.

WIRELESS DEVICE AND SERVICE

2. The wireless device is intended for your use alone, solely for purposes of the program, and it cannot be sold or transferred to any other person or entity. Verizon Wireless will provide voice and/or data service solely to facilitate your participation in the program; however, if you have excessive usage, make international calls/text messages with your wireless device, stream games, or stream audio/video other than in connection with the program, your service may be limited, slowed or terminated without notice. At the end of your participation in the study, Verizon Wireless will discontinue wireless service to the device and you agree to return the device to Grantee.

TREATMENT OF INFORMATION ASSOCIATED WITH USE OF THE DEVICE AND SERVICE

3. Information about your use of the wireless device and service, including, but not limited to, details of when you used data services or placed calls and to whom, is information of the Grantee, as the customer of record for the device and service. Therefore, this information may be accessed by and shared with Grantee, and those parties to whom Grantee authorizes, including the Verizon Corporate Resource Group LLC ("VCRG"). No personally identifiable information or content will be accessible by VCRG.

FAILURE AND/OR DISRUPTION OF SERVICES

4. Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") or its vendors and suppliers shall have no liability whatsoever for End User's losses, claims or damages for any cause whatsoever, including direct, indirect, special, consequential, treble or punitive damages, or for limitations in service, including but not limited to, any failure or disruption of services provided hereunder, regardless of the form of action, whether in contract or in tort or otherwise. This limitation includes losses, damages, claims or expenses of any kind arising out of the use or attempted use of the services, or inability to access life support or monitoring systems or devices, 911 or E911 or other emergency call or service. You shall not be deemed a third-party beneficiary of any contract between the Grantee and Verizon Wireless.

ARBITRATION

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

(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.

(iv) Arbitration hearings will be conducted in Wichita, Kansas.

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

Digital Promise Global - Wichita Public Schools

Memorandum of Understanding

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 District Lead.

_____ _____

End User Date

Student Name: _____

Exhibit C

MINOR STUDENT END USER PARTICIPATION AGREEMENT

Digital Promise Global - Wichita Public Schools

Memorandum of Understanding

This MINOR PARTICIPANT END USER PARTICIPATION AGREEMENT (this "Agreement"), effective as of the date executed below ("Effective Date"), is entered into by and between **National Center for Research in Advanced Information and Digital Technologies d/b/a Digital Promise** (the "Grantee") and _____ (the parent or guardian of the minor participating in the Verizon Innovative Learning Schools program (the "Minor Participant"), who shall be referred to as the "End User" or "you" or "Your") collectively referred to herein as the "Parties."

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

PURPOSE

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

WIRELESS DEVICE AND SERVICE

2. The wireless device is intended for Minor Participant's use alone, solely for purposes of the program, and it cannot be sold or transferred to any other person or entity. Verizon Wireless will provide voice and/or data service solely to facilitate participation in the program; however, if Minor Participant has excessive usage, makes international calls/text messages with the wireless device, streams audio or video other than in connection with the program, or streams games, the service may be limited, slowed or terminated without notice. At the end of Minor Participant's participation in the 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:**

(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.

(iv) Arbitration hearings will be conducted in Wichita, Kansas.

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:	

Digital Promise Global - Wichita Public Schools

Memorandum of Understanding

Student Name: _____ **Parent/Guardian Name:** _____

Parent/Guardian and Student Checklist

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

Initial

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

I understand if I violate any of these terms, I may be required to return my assigned wireless device to the

Principal who will return it to the District Lead.

_____	_____
Parent/Guardian	Date
_____	_____
Student	Date

Digital Promise Global - Wichita Public Schools

Memorandum of Understanding

Exhibit D

Verizon Innovative Learning Schools

Directed by Digital Promise

With support from

Verizon Corporate Resource Group LLC

And

Verizon Wireless

Device and Service Program Guidelines

Version #1.1

July 8, 2014

PROGRAM OVERVIEW

Digital Promise Global - Wichita Public Schools
Memorandum of Understanding

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

TECHNOLOGY PACKAGE

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

PROGRAM GUIDELINES

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

DEVICE LIMITATIONS

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

- No billable or paid applications (apps) shall be downloaded.
- Personal hotspots on the device shall not be used.
- Hardware (i.e. SIM chip) or software shall not be removed from the device unless authorized by the Verizon Corporate Resource Group LLC.
- Devices can only be used within the 50 states of the United States of America.
- No calls, text, video or picture messages can be made to Canada, Mexico or other international locations.
- Roaming charges are not permitted.
- If a device is lost, stolen or damaged, it must be reported immediately by the participant to the school principal who must notify the District Lead who in turn must notify Digital Promise who in

turn must notify the VCRG Lead immediately.
- Digital Promise, Verizon Wireless or VCRG can suspend or terminate service at any time, without notice.

DATA USAGE VIOLATIONS POLICY

- The Verizon Corporate Resource Group LLC will actively monitor the devices and wireless accounts monthly for program compliance.
- Should any End User exceed the maximum allowable data for the monitoring period, the following Program Violations Policy will apply:
    - 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 program site.
- Identification of a program lead and his/her respective contact information must be conveyed to Digital Promise.
- It is the responsibility of the local Lead to communicate the guidelines on the program, device and data usage compliance to the program participants.

ACTIVATION OF DEVICES

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

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

Appendix: Data Specification List

Digital Promise Global - Wichita Public Schools

Memorandum of Understanding

1. **Participating schools and grade levels**

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

2. **Roster Data –** Rosters of teachers and students to complete the survey will be requested before survey administration in the fall of 2021 and each spring thereafter until completion of the program. Teacher rosters will also be requested in the fall of 2022 in order to draw the sample of interviewees for site visits.

   a. Teacher Rosters

   i. Teacher ID number
   ii. First Name
   iii. Last Name
   iv. School
   v. Teacher email address
   vi. Subjects taught
   vii. Grade levels taught

   b. Student Rosters

   i. Student ID number
   ii. First Name (if providing identified information)
   iii. Last Name (if providing identified information)
   iv. Grade level
   v. School
   vi. Homeroom or classroom teacher (for distribution of survey links)
   vii. Language for survey

3. **Administrative and achievement Data –** Administrative and achievement data will be requested for five years prior to the program and the two years of the program (SY 2016-17, SY 2017-18, SY 2018-19, SY 2019-20, SY 2020-21, SY 2021-22, SY 2022-23). For schools continuing after year 2, administrative and achievement data will also be requested for SY 2023-24 and SY 2024-25. All administrative and achievement data 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 program on student behaviors and achievement. Data requests will occur each fall - the first of which will include data for the initial year of the program and the five years prior to the program.

Digital Promise Global - Wichita Public Schools

Memorandum of Understanding

Data requests will include the following data elements below. For each data element Westat will request the data be disaggregated by grade level.

a. Demographics

i. School ID
ii. School Year
iii. Total number of students (for each grade 6, 7, 8)
iv. % Female (for each grade 6, 7, 8)
v. % Male (for each grade 6, 7, 8)
vi. % White (for each grade 6, 7, 8)
vii. % Black (for each grade 6, 7, 8)
viii. % Asian (for each grade 6, 7, 8)
ix. % Multi-racial (for each grade 6, 7, 8)
x. % Other (for each grade 6, 7, 8)
xi. % Hispanic (for each grade 6, 7, 8)
xii. % free/reduced lunch (for each grade 6, 7, 8)
xiii. % disability/IEP (for each grade 6, 7, 8)
xiv. % ELL (for each grade 6, 7, 8)

b. Attendance

i. School ID
ii. School Year
iii. Total number of unexcused absences (for each grade 6, 7, 8)
iv. Median number of unexcused absences (for each grade 6, 7, 8)

c. Misconduct/Discipline

i. School ID
ii. School Year
iii. Total number misconduct incidents (for each grade 6, 7, 8)
iv. Median number of misconduct incidents (for each grade 6, 7, 8)
v. Total number of out-of-school suspension days (for each grade 6, 7, 8)
vi. Median number of out-of-school suspension days (for each grade 6, 7, 8)

d. Standardized test data

i. School ID
ii. School Year

iii. Median ELA scale score (for each grade 6, 7, 8)
iv. Median math scale score (for each grade 6, 7, 8)
v. % ELA achievement level 1 (for each grade 6, 7, 8)
vi. % ELA achievement level 2 (for each grade 6, 7, 8)
vii. % ELA achievement level 3 (for each grade 6, 7, 8)
viii. % ELA achievement level 4 (for each grade 6, 7, 8)
ix. % Math achievement level 1 (for each grade 6, 7, 8)
x. % Math achievement level 2 (for each grade 6, 7, 8)
xi. % Math achievement level 3 (for each grade 6, 7, 8)
xii. % Math achievement level 4 (for each grade 6, 7, 8)