

**EPISD Parent & Student Responsible Use Agreement
for PowerUp/BYOD Devices**

General Use

1. Use of PowerUp is a privilege that is provided to help students complete and deliver educational obligations. PowerUp provides students with the means for communicating effectively with teachers, administrators and peers. PowerUp resources should be used in a manner that enhance students' educational experiences and complies with this policy and regulations established from time to time by the PowerUp team.
2. For those students participating in the PowerUp program, the District provides District-owned technology devices for approved instructional purposes (each, a "PowerUp Device"). PowerUp Devices are to be used at the discretion of the classroom teacher.
3. Students are encouraged to use personal technology devices, also known as "Bring Your Own Device" (each, a "BYOD Device") for instructional purposes, but must follow Sections 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 22, 23, 24, 25, 26, 27, 28, 29, 30, and 31 of this Responsible Use Agreement and any associated campus rules. While at school, BYOD Devices are to be used at the discretion of the classroom teacher. Each BYOD Device must meet District-specified minimum requirements.
4. BYOD devices must use the District network.
5. The District is not responsible for damaged/lost/stolen BYOD Devices.
6. A student with a PowerUp Device may utilize any of the available electronic communication tools to communicate with all authorized users participating in PowerUp as specified in this agreement.
7. A student with a PowerUp Device will have one (1) registered email account per device (District-provided email through Office 365). A student with a BYOD Device will have one (1) registered email account (District-provided email through Office 365).
8. Students must keep personal information, including their logins, passwords, personal addresses, and personal home telephone numbers confidential. Students must only use assigned accounts and not view, use, or copy passwords, data, or networks to which they are not authorized.
9. **THE DISTRICT RESERVES ITS RIGHTS OF SOVEREIGN IMMUNITY AND RIGHTS UNDER THE TEXAS TORT CLAIMS ACT.**
10. The District may monitor student activity on PowerUp Devices wherever located, and on BYOD Devices during school or at District facilities. This monitoring will not extend outside of school or District facilities for BYOD Devices.

Pictures & Video

11. All pictures and videos taken in-school must have the consent of individuals included in the picture or video.
12. Students may not record any portion of an active classroom without the teacher's consent. The recording of any aspect of an active classroom without the consent of a teacher will result in campus disciplinary action, including, and up to termination of the student's participation in PowerUp.
13. Students may not take pictures or video of any tests or assessments. The transmission of such material will result in disciplinary action, including but not limited to termination of the student's participation in PowerUp.
14. The use of any device capable of capturing images (e.g., cellphone) is strictly prohibited in locker rooms or restroom areas while at school or at a school-related or school-sponsored event.

Network Practices

15. All students will observe network security practices, as posted and practiced by their individual school. Students must report security risks or violations to a teacher or network administrator.
16. Students will only download software that has been authorized to them individually or as a group by teachers, administrators or project staff.

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22. Any PowerUp Device or BYOD Device is subject to confiscation for violation of applicable provisions of this Responsible Use Agreement. If a BYOD Device is confiscated for such reason, it may be retrieved for a fee of up to \$15 (unless waived by the District); a non-retrieved BYOD Device will be disposed of after the notice required by law. [See District Policy FNCE].
23. **Students are prohibited from possessing, sending, forwarding, posting, accessing, or displaying electronic content that is abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal; this prohibition also applies to conduct off school property if it results in a substantial disruption to the educational environment, whether the equipment used to send such messages is a PowerUp Device or BYOD Device.**
24. Violation of any provision of this Responsible Use Agreement may be subject to discipline according to the Student Code of Conduct, which may rise to the level of expulsion, may lose eligibility for use of a PowerUp Device **and/or may be reported to law enforcement.**
25. Students will not access (or destroy or damage) data, networks, or resources of others, without clear permission of the owner.
26. Malicious use of the District network to develop programs that harass other users or infiltrate a computer or computing system and/or damage the software components of a system/network is prohibited.
27. See <http://beforeyoutext.com>, addressing consequences of engaging in inappropriate behavior using technology for more information.

Intellectual Property and Data Storage

28. Downloading, copying, duplicating, and/or distributing copyrighted materials without the specific written permission of the copyright owner is prohibited, except when permitted by District Board Policy CY.
29. Students must ask a teacher in advance if they believe the materials used and/or actions may be in violation of copyright or plagiarism
30. Students may access internet sites and upload any type of file to their Office 365 OneCloud unlimited storage account, so long as the content does not contain the listed items below (provided, however, that, exemptions to the below may apply when students are engaging in activities directed by their teacher):
 - Does not contain derogatory or defamatory statements or profanity
 - Does not contain sexually explicit content or pornography/erotica
 - Does not contain violence or forms of graphic or "extreme" content
 - Does not promote, enable, or discuss bigotry/discrimination/hate
 - Does not promote, enable, or discuss gambling, recreational drug use, alcohol, or other activities frequently considered to be vice
 - Does not promote, enable, or discuss system cracking, software piracy, or other potentially illegal acts, plagiarism, or cheating
31. In accordance with law, including without notice where permitted by such law, a student's BYOD Device, PowerUp Device, or cloud storage files may be searched by authorized personnel [See District Board Policy FNF] and any such search may result in disciplinary action according to the Student Code of Conduct.
32. Each student must comply with the terms of the Acceptable Use Agreement for Internet Access under District Board Policy CQ. The Acceptable Use Agreement applies to activities while using the District network, whereas the terms of this Responsible Use Agreement apply whether or not such network is utilized. In the event of any conflict or inconsistency between the terms of this Responsible Use Agreement and the terms of the Acceptable Use Agreement, the terms that are most protective of the District and restrictive upon the student shall govern.
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Anti-Bullying

17. Students may not engage in any form of online bullying which shall include but not be limited to the following:
- Flaming. Messages with anger/ vulgarity or threats of violence.
 - Harassment. Sending nasty, mean, or insulting messages.
 - Denigration. "Dissing" someone online. Sending or posting gossip or rumors about a person to damage reputation or friendships.
 - Impersonation. Pretending to be someone else and sending or posting material to damage reputation or friendships or to "flame".
 - Outing. Sharing secrets or embarrassing information or images
 - Trickery. Influencing another to reveal information, then sharing it
 - Exclusion. Intentionally and cruelly excluding from a group.
 - Cyberstalking. Repeated harassment & denigration creating significant fear

Other Prohibitions

18. A student may not remove any District identification from a PowerUp device.
19. A student shall not deface PowerUp Device, including but not limited to marking on any surface of such device.
20. It is prohibited to loan a PowerUp Device to any individual.
21. A student's PowerUp Device is subject to confiscation if such student is suspended or expelled. A PowerUp Device for which is damaged, lost, or stolen fees have not been paid or waived may be shared by other students, and must be returned at the end of class so that it is available for use by student(s) in subsequent classes.

Loss or Damage

33. If a PowerUp Device issued to a student is not returned to the District in acceptable condition, such student's right to use a PowerUp Device or other District-owned device outside school and school hours may be forfeited unless the District is paid the repair or replacement costs for such PowerUp Device in accordance with the PowerUp Device Fee Schedule included at the end of this Responsible Use Agreement. The parties acknowledge and agree that such fee schedule is subject to change from time to time by the District, represents reasonable estimates of the District's likely repair and replacement costs for particular circumstances, and does not constitute a penalty or fine. Such costs may be waived or reduced by the District for qualifying low-income students.
33. In this Responsible Use Agreement: (a) electronic instructional materials are considered to be in acceptable condition if: (i) all components or applications that are a part of the electronic instructional materials are returned; (ii) the electronic instructional materials do not contain computer code (bug, virus, worm, or similar malicious software) that has been designed to self-replicate, damage, change, or otherwise hinder the performance of any computer's memory, file system, or software; and (iii) the electronic instructional materials have not been installed with plug-ins, snap-ins, or add-ins without the prior approval of the District; and (b) technological equipment is considered to be in acceptable condition if: (i) the equipment is returned with the software and hardware in their original condition unless the District authorized such changes; and (ii) the physical condition of the equipment has been cared for appropriately such that the equipment is not broken or damaged beyond cost-effective replacement or repair.

Good practices to protect a digital device:

- No food or drink next to your device while it is in use.
- Insert cords, cables, and removable storage devices carefully.
- Never carry laptops by the screen; place in laptop case /carrier
- Shut down devices when not in use to conserve battery life.
- Avoid extreme temperature or direct sunlight for long periods.
- Warm your laptop to room temperature prior to turning it on.
- Carry your device in a padded case whenever possible.
- The device's screens can be damaged if subjected to rough treatment or excessive pressure; don't lean on top of the device.
- Don't poke the screen or place anything on the keyboard before closing the lid (e.g. pens, pencils, notebooks);
- **Keep your laptop clean with a soft dry micro-fiber cloth, do not use window cleaner or any bottled fluids.**

<p style="text-align: center;">Take the Responsible Use Pledge for PowerUp Devices:</p> <ul style="list-style-type: none"> ✓✓ I will take good care of my device – it will be mine for at least my high school years. ✓✓ I will download digital textbooks onto my device so that content is available regardless of network access. ✓✓ I will back up files to cloud storage such as OneDrive or Google Drive. ✓✓ I, not EPISD, am responsible for all files & applications on the device. ✓✓ I will never leave my device unattended in an unsecured location. ✓✓ I will not loan my device to other individuals. ✓✓ I will charge my device's battery to full capacity each night. ✓✓ I will use my device for educational purposes, and at teacher's discretion. ✓✓ I will not disassemble any part of my device or attempt any repairs. ✓✓ I will file an EPISD police report for theft or loss immediately at loss. ✓✓ I will not decorate the (stickers, markers, writing, etc.) unless authorized ✓✓ I will keep food and beverages away from the device. ✓✓ I will always carry my device in a secure manner to avoid damage. ✓✓ I will report any problems in a timely manner to be repaired. ✓✓ I will notify my campus immediately if the device is lost, damaged, or stolen ✓✓ I understand that I may be required to pay repair or replacement costs for the device in certain circumstances as described in the Responsible Use Agreement. ✓✓ I agree to return the device as well as its power cord/charger acceptable condition at the request of the campus. ✓✓ I will comply with the terms of the Acceptable Use Agreement for Internet Access under District Board Policy CQ (a copy of which terms are included at the end of this document) 	<p style="text-align: center;">Student Attestation</p> <p>I agree to follow the Responsible Use Agreement, the Good Practices, and the Responsible Use Pledge for PowerUp Devices so I can responsibly enjoy the benefits of EPISD PowerUp.</p> <p style="text-align: center;">Parent/Guardian Attestation</p> <p>As parent/guardian of my student, I attest that he/she understands the Responsible Use Agreement, the Good Practices, and the Responsible Use Pledge for PowerUp Devices that he/she has signed. I will reinforce such understanding with my student so that as a family we will responsibly enjoy the benefits of EPISD PowerUp. I further agree to Section 9 of the Responsible Use Agreement.</p>
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<p style="text-align: center;">Take the Responsible Use Pledge for BYOD Devices:</p> <ul style="list-style-type: none"> ✓✓ I will download digital textbooks onto my device so that content is available regardless of network access. ✓✓ I, not EPISD, am responsible for all files & applications on the device. ✓✓ I will charge my device's battery to full capacity each night. ✓✓ While at school, I will use my device for educational purposes, and at teacher's discretion. ✓✓ I agree to have keep my device in good condition, and repair or replace it as needed, in order to be functional for use at school. ✓✓ I will comply with Sections 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 22, 23, 24, 25, 26, 27, 28, 29, 30, and 31 of the Responsible Use Agreement with respect to my device. ✓✓ I will comply with the terms of the Acceptable Use Agreement for Internet Access under District Board Policy CQ (a copy of which terms are included at the end of this document) 	<p style="text-align: center;">Student Attestation</p> <p>I agree to follow the terms of the Responsible Use Agreement applicable to BYOD Devices, the Good Practices, and the Responsible Use Pledge for BYOD Devices.</p> <p style="text-align: center;">Parent/Guardian Attestation</p> <p>As parent/guardian of my student, I attest that he/she understands the terms of the Responsible Use Agreement applicable to BYOD Devices, the Good Practices, and the Responsible Use Pledge for BYOD Devices that he/she has signed. I will reinforce such understanding with my student. I further agree to Section 9 of the Responsible Use Agreement.</p>
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Option 1: Receive a District Device		Option 2: Bring Your Own Device
		<ol style="list-style-type: none"> 1. This is a voluntary option; if you register here for your student to bring his/her personal device, also known as a BYOD Device, your child will not be offered a District-issued PowerUp Device. If you later change your decision and wish for a PowerUp Device, it may take up to six (6) weeks for delivery. 2. For a BYOD Device, the minimum screen size is 7" measured diagonally, and battery life should last 8 hours. 3. Neither the school nor the District assume any responsibility for a BYOD Device, its attempted recovery if lost, its repair if damaged, nor its replacement if recovery is not possible. 4. BYOD Devices may be used at school or at District facilities only for academic purposes only and at the sole discretion of the teacher.
Loss or Damage	In certain circumstances as outlined in Sections 32 and 33 of the Responsible Use Agreement, if the PowerUp Device issued to your child is not returned in acceptable condition, your child's right to use a PowerUp Device outside school and school hours may be forfeited unless you pay the District the repair or replacement costs for such device. Such costs may be waived or reduced for qualifying low-income students.	
<p><i>If neither option is chosen your student will be limited to classroom loaner device. Use of such loaner device is subject to terms and conditions of the Responsible Use Agreement.</i></p>		



POWERUP DEVICE FEE SCHEDULE

In the event a PowerUp Device is not returned to the District in "acceptable condition" as described in Section 33 of the Responsible Use Agreement, the fees to reimburse the District for the applicable repair or replacement costs shall be as follows, depending upon which one or more of the following problems apply to such PowerUp Device:

Type of Problem	Fee	Fee	Fee	Fee	Fee
	HP Stream	HP 360x	Apple Air Book	<u>Apple Ipad 30 Pin Connector</u>	<u>Apple Ipad Lightning connector</u>
Damage to Screen	\$132.25	\$310.00	\$449.00	<u>\$110.00</u>	<u>\$110.00</u>
Damage to Keyboard of Device	\$70.30	\$77.00	\$89.00	<u>NA</u>	<u>NA</u>
Damage to track pad	\$70.30	\$77.00	\$116.00	<u>NA</u>	<u>NA</u>
Lost or Damaged Device Charger	\$25.00	\$25.00	\$26.00	<u>\$26.00</u>	<u>\$26.00</u>
Damage to Hinge of Device	\$70.00	\$70.00	\$159.00	<u>NA</u>	<u>NA</u>
Damage to Port of Device	\$35.00 each	\$35.00 each	\$650.00	<u>\$110.00</u>	<u>\$110.00</u>
Excessive marking or defacing of Device	\$132.25	\$310.00	\$650.00	<u>\$200.00</u>	<u>\$300.00</u>
Damage making Device unfit for use or reissue	\$132.25	\$310.00	\$650.00	<u>\$200.00</u>	<u>\$300.00</u>
Damage to operating system or internal components of Device	\$50.00	\$50.00	\$50.00	<u>\$50.00</u>	<u>\$50.00</u>
Damage to Laptop Case of Device	\$25.00	\$25.00	\$159.00	<u>\$110.00</u>	<u>\$110.00</u>
Missing or removed asset bar code to Device	\$1.00	\$1.00	\$1.00	<u>\$1.00</u>	<u>\$1.00</u>
Lost or Stolen Device	\$132.25	\$310.00	\$650.00	<u>\$200.00</u>	<u>\$300.00</u>
Missing District-installed or authorized software on the Device	Service time for re-installation at a rate equal to \$25.00 per hour	Service time for re-installation at a rate equal to \$25.00 per hour	Service time for re-installation at a rate equal to \$25.00 per hour	<u>Service time for re-installation at a rate equal to \$25.00 per hour</u>	<u>Service time for re-installation at a rate equal to \$25.00 per hour</u>
Inclusion on Device of computer code (bug, virus, worm, or similar malicious software) that has been designed to self-replicate, damage, change, or otherwise hinder the performance of its memory, file system, or software, or unauthorized plug-ins, snap-ins, or add-ins	Service time for removal, and re-installation of programs as necessary, at a rate equal to	Service time for removal, and re-installation of programs as necessary, at a rate equal to	Service time for removal, and re-installation of programs as necessary, at a rate equal to	<u>Service time for removal, and re-installation of programs as necessary, at a rate equal to</u>	<u>Service time for removal, and re-installation of programs as necessary, at a rate equal to</u>
	\$25.00 per hour	\$25.00 per hour	\$25.00 per hour	<u>\$25.00 per hour</u>	<u>\$25.00 per hour</u>