

WAKE COUNTY PUBLIC SCHOOL SYSTEM

Student Device Terms & Conditions

Scope

All of the terms & conditions in this document govern the possession and use of any laptop or other technology device that is owned or leased by the Wake County Public School System ("WCPSS") and issued to a WCPSS student for approved educational uses (a "District Student Device"). These terms and conditions apply to all District Student Devices at all times, both on and off campus.

As explained below, these terms & conditions also apply in a more limited way to the the possession and use of any personal laptop or other technology device that a student uses at school as an alternative to a District Student Device (a "Personal Device").

None of these terms & conditions in this document apply to other types of personal electronic devices, including students' personal smart phones, "flip phones," or calculators. However, some [Board of Education policies](#) may apply to such devices under certain circumstances.

General Terms & Conditions for All District Student Devices

1. District Student Devices are to be used for approved educational purposes only and remain the property of WCPSS at all times. If instructed to do so by any WCPSS teacher or administrator, a student or parent/guardian will immediately surrender possession of any District Student Device.
2. Students' possession and use of any District Student Device will be governed at all times, on or off campus, by all applicable WCPSS policies and regulations. It is the responsibility of students and parents/guardians to familiarize themselves with such policies and regulations, which may be accessed [here](#) or inspected during regular business hours at the student's assigned school. The applicable policies and regulations may be revised from time to time and include but are not necessarily limited to the following:
 - a. [Policy 3225/4312/7320 - Technology Responsible Use](#)
 - b. [Regulation 3225/4312/3720 - Student Technology Responsible Use](#)
 - c. [Policy 1710/4021/7230 - Prohibition Against Discrimination, Harassment, and Bullying](#)
 - d. [Policy 4309 - Student Behavior & Code of Student Conduct](#)
 - e. [Policy 4310 - Honor Code](#)
3. Students' possession and use of District Student Devices will be governed at all times, on or off campus, by these WCPSS Student Laptop Terms & Conditions and the [WCPSS Device Care & Use Guidelines](#). Students and parents/guardians are expected to familiarize themselves with these terms, conditions, and guidelines, which may be accessed at <https://www.wcpss.net/techguides> or inspected during regular business hours at the student's assigned school.
4. Students' possession and use of District Student Devices will be governed at all times, whether on or off campus, by all applicable laws, including but not limited laws prohibiting hacking, copyright infringement, and illegal file-sharing. Students and parents/guardians shall be solely responsible for any violations of civil or criminal law committed by a student by means of any District Student Device.
5. Any District Student Device may be inspected at any time by WCPSS officials, with or without prior notice, either in person or remotely via the Internet, consistent with [Policy 3225/4312/7320 - Technology Responsible Use](#). Students and parents/guardians have no reasonable expectation of privacy regarding any data or information stored in any District Student Device.
6. Parents/guardians (and students aged 18 or older) must complete and sign a [Student Device Program Agreement Form](#) to be issued a District Student Device or to request approval for the student to use a Personal Device instead of a District Student Device at school. Even if a student or parent/guardian refuses to sign a Student Device Program Agreement or a signed agreement cannot be located, these terms & conditions, as well as all applicable WCPSS policies and regulations and the [WCPSS Student Device Care & Use Guidelines](#) will apply to the student's

possession and use of any District Student Device or Personal Device as publicly posted rules and regulations of WCPSS.

7. Under no circumstances will any student or parent/guardian use any District Student Device or permit any District Student Device to be used in furtherance of any crime, fraud, threat, defamation, plagiarism, copyright, patent, or trademark infringement, illegal downloading, theft of intellectual property, gambling, accessing, viewing, or transmission of pornographic or unlawful images or content; illegal or unauthorized accessing or use of data, bullying or harassment (including cyber-bullying), malicious internet activities (including "hacking" of other computers or websites), advertising or commercial activity, advocacy for or against any election, referendum, or candidate for office, or any unlawful activity of any kind.
8. Under no circumstances will any student or parent/guardian use a District Student Device or permit a District Student Device to be used to access any networks, websites, or online resources that are prohibited for students by WCPSS.
9. District Student Devices are for school use only. Under no circumstances will a District Student Device be used for gaming, instant messaging, or visiting chat rooms or non-school social networking websites unless such use has been specifically approved in advance by an authorized WCPSS employee.
10. No person may install any additional hardware, software, or accessories to any District Student Device without advance approval from an authorized WCPSS employee.
11. While WCPSS does provide Internet filtering on all District Student Devices, no filtering system is perfect. Parents/guardians are solely responsible for supervising and monitoring their children's Internet use outside of school, including any Internet access obtained with District Student Devices. Parents/guardians who do not wish their children to have Internet access at home may register them as "Day Users" of District Student Devices who must leave their devices at school at the end of each school day.
12. Students may not loan a District Student Device to another person or otherwise allow any other person, including friends, family members, and fellow students, to use any District Student Device issued to another.
13. All the protocols and procedures described in this document apply equally to in-person and remote/virtual school.

Terms & Conditions for Student Use of Personal Devices at School

1. Students are permitted, but not required, to bring a Personal Device instead of a District Student Device at any WCPSS school or WCPSS virtual/online educational program so long as the Personal Device has been approved by authorized WCPSS staff and meets the following requirements (for specific device requirements, please visit the [WCPSS Guides to Technology for Parents and Students](#)):
 - a. Laptop computer (no tablets)
 - b. Latest Operating System
 - c. Keyboard
 - d. Camera
 - e. Microphone
2. All the terms & conditions listed above for District Student Devices also apply to Personal Devices that students use as an alternative to District Student Devices *except that*:
 - a. WCPSS does not hold any property interest in any Personal Device;
 - b. WCPSS may not take, seize, or search a Personal Device except in compliance with [Policy 4342 - Student Searches](#); and
 - c. The terms & conditions listed above apply to Personal Devices only while those devices are on WCPSS property or are being used by students enrolled in a virtual/online program to access the WCPSS educational program.
3. Students and parents who are not willing to have their Personal Devices made subject to the terms & conditions noted while they are on WCPSS property or being used to access any WCPSS virtual/online educational program may instead elect to receive and use a District Student Device at no cost.
4. Families who decline a District Student Device and opt to use a Personal Device instead assume the risk that the device may be incompatible with WCPSS networks or systems or unsuitable for educational purposes and may need to be replaced. WCPSS makes no guarantee that a District

Student Device may be issued to a student during the same school year should the family opt to use a Personal Device that is later lost, stolen, destroyed, damaged, or deemed incompatible with WCPSS networks or systems or unsuitable for educational purposes.

5. To preserve scarce resources and support the education of all students, WCPSS reserves the right to recall and repurpose any District Student Device that has been issued to a student if the student is consistently using a Personal Device at school instead of District Student Device. District Student Devices are not intended to serve as “back up” devices for students who prefer to use a Personal Device at school.

Distribution and Collection of District Student Devices

1. District Student Devices will be distributed to schools for further distribution to students at or near the beginning of each school year, unless an earlier or later distribution is authorized by the WCPSS Technology Services Division.
2. District Student Devices may be collected from students near the end of each school year for maintenance and safekeeping over the summer. Students will be re-issued the same District Student Devices (or, as appropriate, issued new District Student Devices) at or near the beginning of the next school year unless an earlier or later date is approved by the WCPSS Technology Services Division. New devices will be issued only when a previously issued device is at the end of its life cycle (typically 3 to 4 years) or is no longer operable and must be replaced in the manner described below.
3. The WCPSS Technology Services Division will provide annual guidance to schools on the specific dates and procedures for the distribution and collection of District Student Devices and will support schools in these efforts. Students and parents should contact the school administration, not Technology Services, with any questions about such dates and procedures.
4. Student permission to possess and use any District Student Device terminates on the last day of the school year, unless extended or terminated earlier by WCPSS. Given the time required for technology staff to inspect, maintain, and upgrade District Student Devices over the summer, WCPSS reserves the right to establish and assess fees for the late return of District Student Devices at the end of the school year. Any such fees shall be approved by the Board and published in the manner described in [Board Policy 4600](#).
5. WCPSS will provide at least 30 days’ notice to students and parents/guardians of the deadline for the end-of-year return of District Student Devices. If a District Student Device is not returned within 60 days of the established deadline despite reminders from staff, WCPSS reserves the right, as a last resort, to pursue legal action against the student and/or the student’s parent/guardian to recover the replacement cost of the District Student Device.

Loss, Theft, & Damage

1. Each District Student Device is a valuable piece of property that is being made available to the student by WCPSS to advance the student’s education. The student and parent/guardian are responsible for ensuring that any District Student Device is kept safe and secure at all times while it is in the student’s possession or under the student’s control and that the [WCPSS Student Device Care & Use Guidelines](#) are followed.
2. Under no circumstances will any student leave a District Student Device unattended at any location, either on or off campus, unless it is safely secured at the student’s home or locked in the student’s school locker.
3. Under no circumstances will any student leave a District Student Device in the care or custody of any person other than the student’s parent or guardian or an authorized WCPSS teacher or administrator. While a parent or guardian may assume custody or control of a District Student Device to help ensure that is safe and secure, District Student Devices are intended only for the use of the students to whom they are assigned and may not be used for any purpose by friends, family members, or others.
4. If a District Student Device is damaged, or malfunctioning in any way, the student must report the problem promptly to the teacher, principal, or designee.
5. If the student believes a District Student Device has been lost or stolen, the student or parent/guardian must report the concern immediately to the teacher, principal, or designee and

must cooperate with law enforcement in any criminal investigation into a possible theft. Any theft, conspiracy to steal, or unauthorized sale of or conspiracy to sell a District Student Device will be vigorously prosecuted.

Technology Support & Device Replacement

1. Students may seek support for questions and technology issues relating to District Student Devices through the WCPSS Technology Help Desk or from designated personnel at their schools. Issues that can be resolved will be resolved, and the device will be returned to the student.
2. Issues that cannot be resolved will fall into one of two categories: “Covered” and “Not Covered.”
 - a. “Covered” incidents are issues that arise directly from device malfunctioning and are not, based on the nature of the concern and the specific facts presented, reasonably attributed to misuse or lack of due care by the user.
 - b. “Not Covered” incidents are issues that, based on the nature of the concern and the specific facts presented, are not reasonably considered examples of device malfunction or that may reasonably be attributed to misuse or lack of due care by the user. Examples may include include cracked or broken screens, missing keys, damage caused by liquid spills or droppage, lost or stolen devices, vandalism, or damage attributable to a lack of care and oversight by the user.
3. Determinations as to whether an issue is “Covered” or “Not Covered” will be made by the WCPSS Technology Services Division.
4. “Covered” issues will result in repair or replacement by WCPSS without penalty to the student who was issued the District Student Device.
5. While devices rendered inoperable by a “Not Covered” issue will be repaired or replaced by WCPSS at no charge to the student or parent/guardian, students will be restricted to Day Use if they require a second replacement of a District Student Device during the life cycle of the originally issued device (typically 3 to 4 years). For example, if a student obtains a new District Student Device with a 4-year life cycle at the beginning of the 2021-2022 school year, and the device needs to be replaced for “Not Covered” issues once during the 2021-2022 school year and once during the 2022-2023 school year, the student will become a “Day User” upon issuance of the second replacement device and will not be permitted to remove the device from school.
6. WCPSS reserves the right to seek reimbursement from students and their parents/guardians for the replacement costs of any District Student Device that has already been replaced twice during its life cycle for “Not Covered” issues if the third replacement is necessitated by the student’s intentional destruction or loss or theft, conspiracy to steal, or unauthorized sale of or conspiracy to sell a District Student Device.
7. WCPSS also reserves the right to impose additional restrictions on student access to and use of a District Student Device if the WCPSS Technology Services Division determines that the student or parent/guardian has demonstrated a pattern of carelessness or disregard for WCPSS property.
8. WCPSS does not provide technology support for Personal Devices and will not repair or replace such devices.
9. Under no circumstances will a student or parent/guardian install any hardware, software, drivers, or other programs or devices on any District Student Device.
10. Under no circumstances will any student or parent/guardian delete, uninstall, or attempt to circumvent any hardware, software, drivers, filters, or other programs or devices installed on a District Student Device or allow another to do so.