

*Adopted:* 2016

*Revised:*

## 524.A CELL PHONE STIPEND

### **I. PURPOSE**

Pelican Rapids School District recognizes that the performance of certain job responsibilities may be enhanced by or may require the use of a cellular (cell) phone or a Smartphone. This policy will establish guidelines for the provision of a wireless communications stipend to employees who have documented business need for a communications device and continue to meet this need under the Eligibility Requirements section of this policy.

### **II. SCOPE**

This policy applies to all Pelican Rapids School District employees who will be receiving a stipend for their personal cell phone.

### **III. POLICY**

Employees who hold positions that include the need for a cell phone (see eligibility criteria below) may receive a cell phone stipend to compensate for business-related costs incurred when using their individually owned cell phones. The District will not own cell phones for the use of individual employees.

### **IV. ELIGIBILITY**

- a. Employees whose job duties include the frequent need for a cell phone may receive a monthly cell phone stipend, to cover business-related costs. An employee is eligible for a personal phone stipend if at least one of the following criteria is met:
  - The job function of the employee requires considerable time outside of his/her assigned office or work area and it is important to the District that she/he is accessible during those times;
  - The job function of the employee requires him/her to be accessible outside of scheduled or normal working hours where time sensitive decisions/notifications are required;
  - The job function of the employee requires him/her to have voice, wireless data and/or internet access; and/or
  - The employee is designated as a "first responder" to emergencies.

## **V. STIPEND PLAN**

- Voice & Text - \$35 per month
- Voice, Text, & Data - \$75 per month

## **VI. EQUIPMENT PURCHASE**

The District will not pay for the purchase of personal cell phones, activation fees or insurance.

## **VII. EMPLOYEES RIGHTS & RESPONSIBILITIES**

The employee will receive the current phone they are using in the 2016 school year and they are responsible for keeping the old phone or purchasing a different cell phone. Employee is responsible for establishing a service contract with the cell phone service provider of his/her choice. The cell phone contract is in the name of the employee, who is solely responsible for all payments to the service provider.

Because the employee owns the cell phone personally the stipend provided is not considered taxable income and the employee may use the phone for both business and personal purposes, as needed. The employee may, at his or her own expense, add extra services or equipment features, as desired. If there are problems with service, the employee is expected to work directly with the carrier for resolution.

Support from the District Information Technology (IT) Department is limited to connecting a personally owned cell phone or Smartphone to District provided services, including email, calendar, and contacts if deemed necessary and approved.

An employee receiving a cell phone stipend must confirm they have a contract for the cell phone and provide the cell phone number to the Superintendent and Administration.

The District does not accept any liability for claims, charges or disputes between the service provider and the employee. Use of the phone in any manner contrary to local, state, or federal laws will constitute misuse, and will result in immediate termination of stipend and may include discipline or termination of employment.

Any cell phone that has data capabilities must be secured based on current security standards including password protection. If a cell phone with data capabilities is stolen or missing, it must be reported to the employee's supervisor, the wireless device service provider, and to IT as soon as possible.

Employees are expected to delete all District data from the cell phone when their employment with the District is severed, except when required to maintain that data in compliance with litigation hold notice.

## **VIII. CANCELLATION**

Any stipend agreement will be immediately cancelled if:

- An employee receiving a cell phone stipend terminates employment with the District;
- The employee changes position within the District, which no longer requires the use of a cell phone for business reasons;
- There is misuse/misconduct with the phone;
- A decision by management (unrelated to employee misconduct) results in the need to end the program or there is a change in the employee's duties