

Cell Phone Stipend Policy

1. PURPOSE

Wahluke 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.

2. SCOPE

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

3. 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 except in limited situations (e.g. public safety, physical plant, on-call employees, or select supervision, etc.).

4. ELIGIBILITY

4.1 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: (Cell Phone Stipend Determination Worksheet must be completed)

4.1.1 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;

4.1.2 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;

4.1.3 The job function of the employee requires him/her to have wireless data and internet

access; and/or

4.1.4 The employee is designated as a "first responder" to emergencies.

5. STIPEND PLAN:

5.1 If an employee meets the eligibility requirements for a cell phone, as outlined above, a stipend may be requested using the Cell Phone Stipend Agreement form. The stipend will be paid monthly. An employee will only receive a stipend for the months she/he is under contract.

5.2 Once approved, the stipend amount will be paid through payroll monthly. Please note that the stipend is considered to be taxable income by the IRS and will reported as such.

5.3 The stipend will be paid as a flat rate per month, based on the selected service as outlined below. The District will pay only the agreed upon amount.

5.4 The stipend allowance is neither permanent nor guaranteed. The District reserves the right to remove a participant from this plan and/or cancel the stipend for business reasons.

5.5 The amount of the stipend will be determined based on the type of plan required of the employee's position to perform his or her job responsibilities (verification of corresponding cell plan is required). A tiered model based on the current market rates includes the following options:

5.5.1 Voice only - \$30 per month

5.5.2 Voice & Text - \$35 per month

5.5.3 Voice, Text, & Data - \$60 per month

6. EQUIPMENT PURCHASE

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

7. OVERSIGHT, APPROVAL & FUNDING

7.1 District administration and individual school principals are responsible for identifying employees who hold positions that include the need for a cell phone. Each principal is strongly encouraged to review whether a cellular device is necessary, and to select alternative means of communication, e.g., land-lines, pagers, and mobile radios - when such alternatives would provide adequate and less costly service to the District. Once identified and approved by the principal, the principal shall submit a list of the approved employees and the eligible requirements met (see IV above) to the Superintendent for final approval.

7.2 Administrators are responsible for overseeing employee cell phone needs and assessing each employee's continued need of a cell phone for business purposes. The need for a cell phone stipend should be reviewed annually, to determine if existing cell phone stipends should be

continued as-is, changed, or discontinued. Administrators must ensure quarterly that the approved employees maintain cell phone plans.

7.3 The Superintendent will have the final approval authority. Principals will approve employees in their schools.

8. EMPLOYEES RIGHTS & RESPONSIBILITIES

8.1 The employee is responsible for purchasing a cell phone and 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.

8.2 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.

8.3 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.

8.4 An employee receiving a cell phone stipend must attach a copy of the most current access plan charges confirming they have a contract for the cell phone.

8.5 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.

8.6 Any cell phone that has data capabilities must be secured based on current security standards including password protection and encryption. 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.

8.7 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.

9 CANCELLATION

9.1 Any stipend agreement will be immediately cancelled if:

9.1.1 An employee receiving a cell phone stipend terminates employment with the District;

9.1.2 The employee changes position within the District, which no longer requires the use of a cell phone for business reasons;

9.1.3 There is misuse/misconduct with the phone;

9.1.4 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;

9.1.5 The employee does not want to retain the current cell phone contract for personal purposes.

Adoption Date: 12.15.05

Wahluke School District

Revised: 01.09.13;11.12.19