

## **EMPLOYEE CELL PHONES AND OTHER PERSONAL ELECTRONIC COMMUNICATION DEVICES**

- 1.0 Personal use of cell phones/electronic communication devices during work hours must not disrupt or compromise District work activity. Cell phones must be turned off or set for silent alert during meetings and class time to avoid disruption. Employees are expected to be fully considerate of others in their environment when using cell phones/electronic communication devices.
- 2.0 Personal electronic devices shall not be used in a manner which is unsafe, illegal, inappropriate, or contrary to District policies. Prohibited uses include, but are not limited to, creating video or audio recordings of students and/or staff, or taking photographs of students and/or staff, without permission of the student, parents, and/or staff member.
- 3.0 Employees shall have no expectation of privacy for use of personal electronic devices for work-related functions whether during or after work hours.
- 4.0 For matters that are not work-related, the District reserves the right to search, monitor, inspect, copy, and review data stored on or accessed through personal electronic devices based upon reasonable suspicion of activity or data that may be illegal, inappropriate or contrary to District policy. Any such search must be justified at its inception and reasonable in scope under the specific circumstances.
- 5.0 The District will reimburse employees whose duties and responsibilities require mobile telephone access for a portion of their personal cellular telephone/electronic communication devices monthly expense. Principals, directors and managers will determine which employees within their group, school or department are eligible for the reimbursement based on legitimate business purposes. The Superintendent will determine from time to time the amount of reimbursement available on a monthly basis.
- 6.0 Reimbursement – Pursuant to a written agreement executed prior to receiving reimbursement, employees who have been identified by their department executive or building administrator as needing cellular/mobile communications services during the course and scope of their employment may be authorized to receive a monthly non-taxable reimbursement of forty dollars (\$40.00) as a standard reimbursement for use of their personal cellular telephones/electronic communications device for District business. Upon signing an agreement and submitting same to their department head, the employee will receive the monthly reimbursement as a non-taxable reimbursement through payroll. That agreement will commit the employee to making the cell phone number available for District use and work related contact during work hours. Employees covered by this program will be responsible for selection of their own cell phone provider, services, features and technical support, and such employees will be responsible for payment of their own cell phone costs.
  - 6.1 The District assumes no financial responsibility for payment of employees' individual bills and plans for cellular telephone or electronic communication device services.
  - 6.2 Communications made on personal phones or electronic devices related to an employee's job duties or District operations may be considered public records and may be open to public inspection.

- 7.0 Essential Services. Certain departments, designated by the Chief Operating Officer, that require cell phone and text communications for the safe operation of facilities, transportation, or child care services may maintain district paid cell phone and text services. The cost of these services shall not exceed the monthly reimbursable allocation made to individuals that qualify for reimbursement. All phones in this category will be managed and maintained within Business Services. Personal use of these phones shall be incidental only. These phone accounts are subject to audit to determine appropriate usage. The individual named on the phone account shall be responsible to reimburse the district for any and all expenses that exceed the basic phone service package provided for these positions.

### Employee Cell Phone/Electronic Communication Device Agreement

The undersigned employee agrees to the following terms and conditions related to acceptance of a regular petty cash reimbursement of costs for District use and access to the employee's personal cell phone or electronic communication device ("device"):

Reimbursement Program: I accept the District standard monthly reimbursement for use of my personal device for the conduct of District business. During work hours I will make my cell phone number available to others in the District to the extent directed by my supervisor and will also maintain such after-hours connectivity as my job duties require. I will be fully responsible for selection of my cell phone provider and for payment of my device costs. I understand that communications related to my job duties or District operations may be considered public records and may be open to public inspection. I understand that I will receive reimbursement on a monthly basis for the prior months use.

I agree to be fully considerate of others while using my device. I will turn off my device or set it for an inaudible alert during meetings and class time to avoid any disruption. I will not use my device for any illegal, immoral or unethical activity that would reflect negatively on me or the District. If the device has internet connectivity, I will not use it during the work day/times to access social networking sites or websites that are inappropriate for viewing by children or to send or receive personal email communications. I will not use the device to send or receive text messages from students or to create audio or video recordings or photograph students or other staff members without the express written consent of the parents and students or staff members.

I agree that the contractual relationship for the use of the cell phone/electronic communication device is between me and the service provider of my choice. I agree to indemnify and hold harmless the District from any claims, causes of action or costs that may arise from this contractual relationship.

Employees shall have no expectation of privacy for use of personal electronic devices for work-related functions whether during or after work hours.

For matters that are not work related, the District reserves the right to search, monitor, inspect, copy, and review data stored on or accessed through personal electronic devices based upon reasonable suspicion of activity or data that may be illegal, inappropriate or contrary to District policy.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Employee ID# \_\_\_\_\_

Start Date: \_\_\_\_\_

This position is scheduled to work: \_\_\_ 12mos. \_\_\_ 11mos. \_\_\_ 10mos. \_\_\_ 9mos.

Department(s) \_\_\_\_\_

Dept.	Fund	Location	SRE	Program	Job Class	Grant	Project

Monthly Amount: \$40.00

Approved By: \_\_\_\_\_

Note: The employee and the school or department will retain a signed copy of this agreement. If an employee transfers to a new department/school he/she will have to submit a new Agreement form from that department/school if cell phone is required.