



CELL PHONE STIPEND AGREEMENT

Employee Name: _____ Employee #: _____

Job Title: _____ Campus/Dept: _____

Cell Phone #: _____ Cell Phone Carrier: _____

Effective Date*: _____

**Stipend payment will begin the next payroll period.*

Occasional Usage:

Regular Usage:

Power Usage:

\$40 per month

\$50 per month

\$60 per month

Budget Code: _____

Allowance for: 10 Month Employee 11Month Employee
 12 Month Employee Other _____

Employee Responsibilities

Recipients of a cell phone stipend have the following responsibilities:

- Purchase cellular phone service and equipment and assume responsibility for vendor terms and conditions. The employee is responsible for plan choices, service features, and calling areas that meet the requirements of the job and the area of service the stipend is intended to cover (on-campus, during travel, or at home). This includes termination clauses and paying all charges associated with the cellular service and device.
- Report any job function changes that eliminate or significantly reduce the business need for a cell phone to your supervisor within five (5) business days of this change. You must also report to your supervisor within five (5) business days if you reduce service levels in your wireless contract below the reimbursed amount.
- Avoid using the cellular phone for work-related purposes while operating a motor vehicle, machinery, or other dangerous situations.
- Comply with all Federal and State data maintenance and protection laws (e.g., FERPA, record retention requirements, etc.) and all District policies, including those pertaining to data security, acceptable computing use, and email. Inappropriate or unlawful use of the cell phone and its services and features is prohibited. Phone misuse will result in immediate cancellation of the cell phone allowance.
- Provide copies of any work-related communications to your supervisor, and then delete all District data from the cell phone when employment with the District is severed. Do not delete data before providing copies of all work-related communications to comply with document record retention requirements of District policy.

As an employee of Irving Independent School District (the “District”), I understand that any work-related records, including email messages, text messages, voicemails, audio recordings, or video recordings, made utilizing my personal cell phone; or records that impact the students, parents, or staff members of the District, my professional capacity, the workplace, or the work environment may be considered records of the District and may be subject to disclosure under the Texas Public Information Act, the Federal Educational Rights and Privacy Act, the Individuals with Disabilities Education Act, or other state or federal laws requiring disclosure of the records.

I acknowledge that I must provide such records upon request by the District and maintain such records according to the record retention schedule set by District policy. I further acknowledge that the District is not responsible for any loss, theft, or damage to my personal cell phone regardless of whether such loss, theft, or damage occurred on District property or during the performance of my work for the District.

By signing below, I certify that I have read, understand, and agree to the Cell Phone Stipend Policy and my responsibilities under the policy.

Employee Signature

Date

Principal Signature

Date

Director / Supervisor Signature

Date

Cell phone allowances are reserved for the following groups:

Power Usage	Division Chiefs / Legal Counsel
Regular Usage	Other Executive Staff / Senior Staff
Occasional Usage	Principals / Managerial Staff