

**San Luis Obispo County Community College District
Cellular Phone Service and Communications Devices
Guidelines & Procedure
071510**

Personal Cell Phone Stipend Agreement/Termination

Employee Name: _____ Staff ID # _____

Department: _____ Monthly Stipend Amount* (for service plus equipment):

Job Title: _____

- ___\$40 Beneficial/Basic Voice
- ___\$70 Beneficial/Voice + Data
- ___\$70 Mandatory/ Basic Voice
- ___\$115 Mandatory/Voice + Data
- ___**No longer eligible - terminate**

Stipend starting date: _____
(Agreements received by the 10th of the month will be included in the pay check for that month.)

Fund: _ _ _ _ - Org: _ _ _ _ - Account: _ _ _ _ - Program: _ _ _ _ - Activity: _ _ _ _

Cell Phone # : _____ Cell Phone Carrier: _____

Policy Summary:

Due to the requirement to comply with IRS regulations regarding personal use of institutionally owned devices and the difficulty and time intensive manual labor required to identify, track and determine personal versus business use, the District will no longer provide cell phone service to individual employees. In short, it will be up to the individual employee to claim business use based on appropriate documentation of personally owned cell phones, either as a reimbursement from the District or as a business deduction on their personal tax return.

The level of institutional cost for cell phone service has rapidly increased over the past few years. To bring costs more into line with the level of institutional benefit, a stipend policy for cost sharing has been adopted. This policy assumes that for most employees the device will be used for both personal and business use.

Certain employees may qualify for the District to provide an institutional stipend to cover the presumed business use of personal cell phones and service. The stipend will be considered taxable income to the employee. The level of cash subsidy (stipend) will be determined by a person's job duties as it relates to cell phone use and access. Guidelines to categorize cellular use as mandatory, beneficial or incidental are determined by the area Vice President. The stipend includes the cost of service plus equipment. The District will review and set the amounts to be provided for stipends and reimbursement on an annual basis.

Agreement:

Employee will purchase cellular phone service and equipment and assume responsibility for vendor terms and conditions.

**San Luis Obispo County Community College District
Cellular Phone Service and Communications Devices
Guidelines & Procedure
071510**

Employee agrees that they are responsible for plan choices, service levels, calling areas, service and phone features, termination clauses, and payment terms and penalties. Employee agrees that they are responsible for the purchase, loss, damage, insurance, and/or replacement of phone equipment.

Employee will promptly report to their department head any updates or changes regarding cell phone numbers or plan changes that could impact the access to cellular services. Employee agrees to carry the cell phone with them, keep it charged and in operational condition, use it appropriately, and be accessible for business use of the cellular phone device as required by their department head or supervisor.

Employee Certification:

I certify that the stipend provided and reimbursements received will be used toward expenses I incur for cell phone service and equipment as described above.

Employee Signature Date

Department Head/Dean Signature Date

Area Vice President Signature Date
Forward document to Human Resources.

*Rates set annually by VP of Administrative Services

**San Luis Obispo County Community College District
Cellular Phone Service and Communications Devices
Guidelines & Procedure
071510**

Conversion from District Phone to Stipend Agreement

Name: _____ Cell Phone # : _____

For the conversion process I will:

_____ I will keep the District phone and phone number and reimburse the District for the cost of the phone by **August 31, 2010**. I will be responsible for obtaining my own agreement with the service provider of my choice.

_____ I will keep the District phone number and will purchase my own phone. I will be responsible for obtaining my own agreement with the service provider of my choice.

_____ I will **not** keep the phone or the phone number and will be responsible for obtaining my own agreement with the service provider of my choice.

I understand that I will need to provide my cell number to the district and maintain an ongoing agreement with a carrier for service to remain eligible for the District Stipend. I agree to notify the District immediately if service is discontinued for any reason.

Signature

Date

Area Vice President Signature

Date

Forward document to Human Resources.