

**ADMINISTRATIVE  
DIRECTIVE**

<b>Administrative Directive Title:</b> <b>District-Provided Cell Phones</b>	<b>AD Number:</b> <b>3.301.1</b>	<b>Adopted:</b> November 2024
<b>Policy References:</b> <a href="#">Board Policy 3.301</a> - Use of Cellular Phones	<b>Revised:</b>	

1    **ASSIGNMENT AND USE**

2    District provided cell phones will be purchased and issued to authorized employees to better  
3    assist their daily operations. For employees who wish to become authorized, the employee must  
4    submit a request to their immediate supervisor and provide the justification for the request and  
5    the approximate volume of usage. The supervisor will provide the request to the Finance  
6    Director and the Finance Director will authorize the request.

7    *Purchasing of Cell Phones*

8    The Purchasing Agent will be responsible for determining the amount of cell phones needed for  
9    the district and will facilitate the purchasing of all district cell phones and wireless  
10    communication equipment. Any district cell phones currently in use that need replacing will also  
11    be considered in this determination.

12    The Purchasing Agent will be responsible for researching cellular providers and selecting a  
13    provider that meets the needs of the district. They will also select the rate plan which best meets  
14    the needs of the authorized employee, with consideration taken as to the position of the  
15    authorized employee and out-of-office duties assigned.

16    Employees who are granted a cell phone must complete an *Equipment Use Agreement* prior to  
17    the cell phone being provided.

18    *Annual Review*

19    Each department head shall complete an annual review of all cell phones issued to their  
20    department personnel and determine if:

- 21        1. The cell phone is being used appropriately;
- 22        2. The cell phone is used frequently enough to justify continued use; and
- 23        3. The rate plan assigned meets the need of the type of use required.

24    *Discontinued Use*

25    If a supervisor determines that an authorized employee no longer needs a district cell phone, the  
26    authorized employee will be notified to immediately return the cell phone by the end of the day.

27    An authorized employee’s right to possess a district cell phone may be suspended or  
28    discontinued if determined to be in the best interest of the school district.

29 **BILLING DISPUTES**

30 Authorized employees shall be on notice that their rate plan can change at any time due to usage.  
31 If changed, the Purchasing Agent will notify the authorized employee as to any expected  
32 changes.

33 If the monthly bill reflects charges greater than the customary minimum monthly bill, the excess  
34 portion shall become the responsibility of the authorized employee.

35 If an authorized employee disputes an excess portion of the bill, they shall report the complaint  
36 to the Purchasing Agent who will schedule an appointment with the authorized employee to  
37 review the monthly billing statement.

38 **LOST/DAMAGED CELL PHONES**

39 Authorized employees are responsible for the safe-keeping of their district cell phones at all  
40 times. District cell phones are to remain in the possession of the rightful authorized employee  
41 and shall not be loaned to others.

42 Defective, lost, or stolen cell phones are to be reported immediately to the Purchasing Agent who  
43 will in turn notify the cell phone provider. The authorized employee will be responsible for the  
44 replacement of the defective, lost, or stolen cell phone.

45 **CELL PHONE STIPENDS**

46 Cell phone stipends are treated as non-taxable compensation and are processed through the MCS  
47 payroll office. These stipends are provided to employees for business use and are therefore not  
48 considered compensation. Employees who receive a cell phone stipend must subscribe directly  
49 with cellular service providers and pay the providers directly. MCS will not be responsible for  
50 procuring any personal cellular services. The cell phone stipend rates are based on contracted  
51 prices obtained from the school district's vendor. However, employees may use the carrier of their  
52 choice.

## Employee Equipment Use Agreement

Murfreesboro City Schools agrees to provide the following equipment to the employee for use during the term of their employment:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

The employee agrees to use the provided equipment solely for the purpose of school- or district-related activities. Personal use of district-provided equipment is prohibited. The employee understands that the employee's use of the device may be audited by the Finance Department or Human Resources Department, as needed. If personal use of the device results in additional charges, the employee will be responsible for the payment of those charges and deductions to the employee's paycheck may be made if necessary.

The employee also understands that any records made or received in connection with the transaction of MCS business is a public record, unless confidential under federal or state law, regardless of whether the record was made or received on or through MCS-provided resources or personal resources. Public records are subject to inspection by any citizen of Tennessee, including a representative of the media. Billing records or any other record of communications (such as e-mails and/or text messages) made or received on a MCS provided or personal wireless device in connection with the transaction of MCS-business are subject to inspection unless confidential under federal or state law.

The employee agrees to exercise reasonable care and diligence in use of the equipment assigned. Any damage caused by negligence or misuse of the equipment will be the responsibility of the employee. Murfreesboro City Schools reserves the right to deduct repair or replacement costs from the employee's paycheck. The employee agrees to take all necessary measures to secure the equipment and prevent unauthorized access. Any confidential or sensitive information stored on the equipment must be protected, and the employee is responsible for reporting any loss or theft to their supervisor immediately.

The employee agrees not to install or uninstall any software on the equipment without prior authorization from the district's Technology Department. All data created, received, or stored on the equipment is considered the property of Murfreesboro City Schools, and the employee has no expectation of privacy regarding such data.

Upon separation or termination of employment, or at the district's request, the employee agrees to promptly return all equipment provided by the district, including accessories. The equipment must be returned in the same condition as when received, reasonable wear and tear excepted. Employees are prohibited from removing or altering any hardware components or attempting to access, copy, or transfer any district information or confidential information from the device.

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By signing below, you agree that you have read and agree to the above terms. You accept responsibility for the care and security of all equipment issued to you under this agreement and take full financial responsibility for replacing equipment in the case of damage, loss, or theft as a result of your negligence. You acknowledge that all equipment will remain the property of Murfreesboro City Schools.

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor or Finance Department  
Representative (Print)

\_\_\_\_\_  
Supervisor or Finance Department  
Representative Signature

\_\_\_\_\_  
Date