FOLEY PUBLIC SCHOOLS DISTRICT #51
MEMORANDUM OF UNDERSTANDING

DISTRICT-OWNED CELLULAR PHONE PROGRAM

This Memorandum of Understanding ("MOU") is entered into between **Foley Public Schools District #51** ("District") and the undersigned employee ("Employee") concerning the District's provision of a District-owned cellular telephone and service plan for District business.

1. PURPOSE

The purpose of this MOU is to establish the terms governing the replacement of the Employee's personal cellular telephone stipend with a District-owned cellular telephone and service plan.

2. REPLACEMENT OF CELLULAR TELEPHONE STIPEND

Effective _____, the Employee's annual stipend for the use of a personal cellular telephone for District business will be discontinued.

In place of the stipend, the District will provide the Employee with a District-owned cellular telephone and District-authorized cellular service plan for use in conducting District business.

3. DISTRICT-OWNED TELEPHONE

The cellular telephone and service plan provided under this MOU remain the property and responsibility of the District. The District will determine the device, service provider, and plan.

The District retains ownership and control of the telephone number assigned to the device and may reassign, change, or discontinue that number. The Employee has no right to retain or transfer the assigned number without District authorization.

The Employee shall use the District-owned telephone for District-related calls, text messages, email, and other work-related communications when cellular communication is necessary or appropriate.

4. PERSONAL USE

Reasonable and incidental personal use of the District-owned telephone is permitted provided such use does not interfere with the Employee's duties, result in unreasonable costs to the District, or violate District policy, applicable law, or the terms of the cellular service plan.

The Employee should not use the District-owned telephone as the primary repository for personal photos, files, or account information. Personal information on the device may be accessed or lost as a result of District management, security measures, remote erasure, or return of the device.

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5. EMPLOYEE RESPONSIBILITIES

The Employee shall exercise reasonable care in the use and safekeeping of the District-owned telephone and shall comply with all applicable District policies regarding technology, cybersecurity, confidentiality, records retention, and data privacy.

Subject to applicable law, the Employee shall have no expectation of privacy in the use of the District-owned telephone. The device and information created, received, stored, or transmitted through it may be subject to District access, records-retention requirements, data requests, litigation holds, and disclosure under applicable law. The Employee shall preserve District records in accordance with applicable retention requirements and legal holds.

Subject to applicable law and District policy, the District may configure, manage, secure, monitor, restrict, lock, locate, or remotely erase the device as necessary to protect District systems, information, and property. The Employee shall not remove or disable District-required security settings, management profiles, applications, or other controls.

The Employee shall immediately, or as soon as reasonably practicable, report any loss, theft, damage, or suspected or actual unauthorized access involving the District-owned telephone to the Technology Department and the Employee's supervisor.

(The Employee shall promptly report any loss, theft, damage, or unauthorized access involving the District-owned telephone to the District.)- This would come out if using above.

6. RETURN OF DISTRICT PROPERTY

The Employee shall return the District-owned telephone and related equipment upon separation from employment, upon becoming ineligible for the program, or whenever otherwise directed by the District.

7. CHANGES TO THE PROGRAM

The District may modify or discontinue the District-owned cellular phone program, subject to applicable law, District policy, and any applicable collective bargaining agreement.

If the District discontinues the program while this MOU is in effect, the Employee will return to the personal cellular telephone stipend in effect prior to this MOU.

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8. OTHER TERMS OF EMPLOYMENT

Except for the replacement of the personal cellular telephone stipend with the District-owned cellular telephone and service plan, this MOU does not modify the Employee's salary, benefits, job duties, work schedule, or other terms and conditions of employment.

This MOU is subject to and shall not supersede any applicable collective bargaining agreement, District policy, or applicable federal or state law.

9. TERM AND ACKNOWLEDGMENT

This MOU shall become effective _____ and shall remain in effect until modified or terminated in accordance with its terms.

By signing below, the parties acknowledge that they have read, understand, and agree to the terms of this MOU.

FOLEY PUBLIC SCHOOLS DISTRICT #51

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

EMPLOYEE

Employee Name: _____

Signature: _____

Date: _____