

**COLORADO DEPARTMENT OF TRANSPORTATION
EMPLOYEE STATE CELL PHONE & MOBILE DEVICE AGREEMENT**

By signing below, I understand and agree to all the conditions of issuance of a state-owned Cell Phone or Mobile Device.

1. I agree to adhere to Procedural Directive 46.1 and the Colorado State Controller's "Cell Phone Policy" for my state-owned cell phone or mobile device. I also agree to follow the Statewide Security Policy, Acceptable Use of State Data & IT Resources: P-CISP-018.
2. I understand that only de minimis personal use of a state-issued cell phone or mobile device is permitted as noted in the Procedural Directive 46.1. I will respond to any request by my supervisor or business office representative to verify that I am in compliance with the de minimis personal use requirement. I certify that I will stay in compliance with the conditions of de minimis personal use as defined in the Procedural Directive 46.1, including:
 - a) Personal use of the state-owned device is infrequent and short in duration, and
 - b) Personal use of the state-owned device does not result in additional charges to the State, and I will reimburse any additional charges to the state due to personal use. I understand that additional charges due to personal use constitutes as misuse of the state-owned device, and
 - c) Personal use of the state-owned device does not count as work time.
3. I understand and agree that I will not use the state-owned device in an unsafe manner while operating a motor vehicle or other equipment provided by the Department. I will also apply the same required safety considerations for using a state-owned device while operating my personal vehicle on State business as required when operating a State vehicle.
4. I understand and agree that I will not use the state-owned device for any purpose that would violate any federal or state law, rule, or regulation.
5. I understand and agree that if I lose or damage the state-owned device, I am responsible for paying for its replacement at its current cost unless sufficient evidence is provided that the device was stolen, damaged, or lost outside of my control. Exceptions may be made by the Department's Appointing Authority. I will immediately notify my supervisor, business manager, and OIT Service Desk if my device is lost or stolen to prevent unauthorized use. I am not responsible for unintentional damages incurred during the normal course of work for the state of Colorado.
6. Cell Phone and mobile device billings are subject to audit by the State as well as other entities. I acknowledge that cell phone and mobile device bills and other documents are public records as defined by the Colorado Open Records Act, Colorado Revised Statutes Title 24, Article 72.
7. I understand that I must return the state-owned device to my supervisor immediately upon request or upon termination of my employment with the agency. I will reimburse the State for the current cost of a similar device if I fail to return the state-owned device upon termination.
8. I understand that I may not be provided with an office desk phone in order to reduce departmental costs since if I have a state-owned cell phone.
9. I understand and agree that in the event I do not adhere to any part of Procedural Directive 46.1 or this agreement, I may be subject to any or all of the following actions:
 - a) Return of the state-owned cell phone and/or mobile device;
 - b) Reimbursement to the Department for use and/or replacement of the state-owned cell phone or mobile device; and/or
 - c) The appropriate progressive discipline up to and including termination.

Agreed to this _____ day of _____, 20__ by:

Employee (printed)

Employee Signature