

# Office of the State Public Defender Administrative Policies

Subject: <b>Office Stipend</b>	Policy No.: <b>226</b>
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## 1.0 POLICY

The Office of the State Public Defender (OPD) may provide an office stipend to public defenders to reduce financial hardship for employees who do not have an existing office or an OPD-provided office in which to perform their essential job functions. This policy applies to current and new employees.

## 2.0 PURPOSE

The office stipend is intended only for payment for office space and expenses and shall not be used for housing or other rental costs. An investigation may be conducted at any time to ensure the policy is followed as intended. Any violations may nullify the office stipend and may lead to disciplinary action.

## 3.0 DURATION

**3.1** The office stipend will be discontinued if office space becomes available through OPD.

**3.2** The office stipend is dependent on adequate funding within the division budget.

**3.3** The office stipend can be eliminated and/or the agreement can be rescinded at any time with a 30-day notice to the employee.

## 4.0 PROCEDURE

**4.1** Employees who rent office space may submit a written request for an office stipend equivalent to the actual cost of the rental up to a maximum of \$200 per month, and/or the cost of internet service, up to a maximum of \$60 per month.

**4.2** An Employee is not eligible for a rental stipend if they share or have an ownership interest in the rental company or rental property.

**4.3** To be eligible for a rental stipend, the employee must submit a signed office rental or lease agreement to the Division Administrator and the Director or designee for approval. The following information must be included on the rental or lease agreement:

**4.3.1** Employee's name

**4.3.2** Rental company/landlord name

**4.3.3** Rental company/landlord address

**4.3.4** Amount of rent

**4.3.5** Effective date of lease

- 4.4 Monthly verification of the rent payment is required. The employee will submit a travel expense report by the tenth calendar day of the month, supplemented by one of the following:
  - 4.4.1 Receipt from the lessor, OR
  - 4.4.2 Cancelled check, OR
  - 4.4.3 Copy of money order.
- 4.5 To be eligible for an internet stipend, the employee must submit a copy of the monthly bill from their internet service provider with the travel expense report.
- 4.6 Central Services Division will process the approved travel expense reports through the biweekly payroll process.
- 4.7 All office stipend payments are taxable as required by IRS regulations.
- 4.8 The office stipend is void under the following conditions:
  - 4.8.1 the employee terminates employment with the agency,
  - 4.8.2 the employee is no longer renting an office, or
  - 4.8.3 the agency has established office space for the employee.
- 4.9 The employee is responsible for notifying the Division Administrator if they are no longer entitled to the stipend. Any excess already paid will be recovered from the employee by payroll deduction.

**5.0 CLOSING**

Questions about this policy should be directed to the Central Services Division at the following address:

Office of the State Public Defender  
Central Services Division  
17 West Galena  
Butte, MT 59701  
Phone 406-496-6080

Office of the State Public Defender

**OFFICE STIPEND ACKNOWLEDGEMENT AND UNDERSTANDING**

I, \_\_\_\_\_ acknowledge I have read and understand the Office Stipend policy providing an office stipend to assistant public defenders without access to an office provided by OPD or an available home-based office.

Specifically, I understand by requesting this discretionary office stipend I am responsible for:

1. Providing the Division Administrator with a copy of the lease agreement and/or the monthly bill from the internet service provider.
2. Notifying the Division Administrator immediately if the terms and conditions of my lease change.
3. The tax liability associated with the office stipend.
4. Reimbursing my employer all funds provided for but not used in the execution or fulfillment of the lease agreement in which the office stipend was based.

I understand that the approved office stipend will be paid to me the first pay period ending following the 10<sup>th</sup> of the month and will be reimbursed on my paycheck.

**Lease/rental amount:** \_\_\_\_\_

**Internet amount:** \_\_\_\_\_

**Monthly amount to be received:** \_\_\_\_\_

**Division Administrator approval:** \_\_\_\_\_

**Director or Designee approval:** \_\_\_\_\_

By signing below, I certify that I have read and understand my responsibilities associated with receiving an office stipend. Intentional falsification, failure to notify the Division Administrator of changes, or failure to reimburse my employer for funds I should not have received may subject me to discipline, up to and including termination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date