

CELL PHONE ALLOWANCE REQUEST FORM

This form must be completed by an employee when s/he, as a part of his/her job, needs to use his/her personal cell phone for District business, and wishes to receive an allowance. The employee will begin receiving the cell phone allowance within thirty (30) days after submission of this form and approval by the Board, and on a monthly basis, until s/he no longer needs to use his/her personal cell phone for Board business purposes, the Board discontinues it, or the employee chooses to stop the allowance. This form must be completed on an annual basis.

Employee Name: _____

Job Title: _____ Building: _____

E-mail: _____

Calculation of Monthly Allowance:*

_____	+	_____	+	_____	=	_____
Cellular		Wireless		Prorated		Total***
Telephone		Internet/Data		Equipment		
Service		Service		Acquisition**		

* See the attached chart for the authorized allowance amounts. **[This is optional]**

** Alternate: One-time Equipment Acquisition Stipend. (May only be requested/provided once every two (2) years.)

*** Taxability: Provided the employee maintains and uses his/her personal cell phone for business purposes as described in Policy 7530.01, the allowance should not be considered as additional income to the employee. As such, no payroll taxes on the allowance amount will be withheld from the employee's paychecks, and the amount of the allowance will not be included on the employee's year-end W-2. For determination of individual taxability, the employee must check with his/her tax advisor.

Usage Guidelines: Any employee who applies to receive a cell phone allowance hereby agrees to:

- A. Maintain an active cellular telephone service and wireless Internet/data service (if applicable) while the allowance is being provided.
- B. Pay all monthly service charges in full and on time.
- C. Answer all District-related calls to his/her cell phone and promptly respond to any messages () during his/her work hours.
- D. Provide to the Superintendent his/her cell phone number () and PIN (for BlackBerry devices).
- E. Notify the Superintendent if his/her service is interrupted or terminated.

- F. Replace or repair the cell phone as needed.
- G. Comply with District requests to produce copies of cellular and/or wireless communications in his/her possession that are either public records or education records, or that constitute ESI that is subject to a Litigation Hold.
- H. At the conclusion of the employee's employment (whether through resignation, nonrenewal, or termination), the employee must verify all public records, student records and ESI subject to a Litigation Hold that is maintained on the employee's cell phone are transferred to the District's custody (e.g., server, alternative storage device). The District's IT department/staff will assist in this process. Once all public records, student records and ESI subject to a Litigation Hold are transferred to the District's custody, the employee must delete the records/ESI from his/her cell phone and sign a document confirming that all such records/information has been transferred to the District's custody and deleted from his/her cell phone. The Board will not issue any final compensation that is owed to the employee until it receives such written confirmation.
- I. Prior to disposing of, or otherwise ceasing to use, a cell phone on which s/he has maintained public records, student records and/or ESI that is subject to a Litigation Hold, the employee must transfer the records/ESI to the District's custody. The employee must then securely delete such records/ESI before disposing of, or ceasing to use, the cell phone. **Failure to comply with these requirements may result in disciplinary action.**
- J. If an employee's cell phone is lost, stolen hacked or otherwise subjected to unauthorized access, the employee must immediately notify the Superintendent so a determination can be made as to whether any public records, students records and/or ESI subject to a Litigation Hold has been compromised and/or lost.
 - () Encrypt records and/or information, which is maintained on the employee's cell phone, that is confidential, privileged or otherwise protected by State and/or Federal law.
 - () Lock and password protect the cell phone when not in use.
 - () Ensure no third parties (including family members) have access to records and/or information, which is maintained on the employee's cell phone, that is confidential, privileged or otherwise protected by State and/or Federal law.

The Board prohibits employees from maintaining the following types of records and/or information on their cell phones:

- () social security numbers
- () driver's license numbers
- () credit and debit card information
- () financial account numbers
- () student personally identifiable information
- () information required to be kept confidential pursuant to the Americans with Disabilities Act (ADA)

- () personal health information as defined by the Health Insurance Portability and Accountability Act (HIPAA)

- () _____

Premature Cancellation or Change to a Cellular Telephone and/or Wireless Internet/Data Service Contract:

- A. When selecting the duration of his/her cellular telephone and/or wireless Internet/data service contract, the employee should take into consideration the length of his/her Board-approved employment contract and not select a duration of the service contract that exceeds the employment contract. If the employee is nonrenewed or voluntarily resigns while the service contract is still in effect, the Board will not be responsible for any fees associated with the employee's decision to subsequently change or cancel the contract.

- B. If prior to the end of a service contract, a personal decision by the employee results in the need to end or change the contract, the employee will bear the costs of any fees associated with the change or cancellation.

- C. If prior to the end of a service contract, the employee's misconduct, or misuse of the cell phone, results in the need to end or change the contract, the employee will bear the costs of any fees associated with the change or cancellation.

- D. If prior to the end of a service contract, the Board determines to reduce or cancel (unrelated to employee misconduct) the employee's monthly allowance, the Board will bear the cost of any fees associated with the change or cancellation.

Certification:

I certify that I have read, understood and intend to comply with Policy 7530.01, and that the foregoing and attached are true and correct.

Employee's Signature

Date

***** Attach to this form a copy of your current monthly invoice for your cellular telephone service plan (including any wireless Internet/data service) to substantiate the amount of the allowance and a document identifying your cell phone number (including any PIN number associated with a BlackBerry device).**

[] If the employee receives either a one (1) time equipment allowance or a part of his/her monthly allowance is attributable to the cost of acquiring the device, the employee must also include documentation of the cost of the cell phone with the form. ***

[OPTIONAL ADDENDUM]**Chart of Approved Cellular Telephone and Wireless Internet/Data Service Allowances**

Cellular Telephone Service*	Monthly Allowance **	Prorated Equipment Acquisition/One-time Equipment Acquisition Stipend***
450 minutes	ex. \$45	\$0 or N/A
900 minutes	ex. \$65	\$0 or N/A
Wireless Internet/Data Service plus 450 minutes	ex. \$85	\$15/month or \$200
Wireless Internet/Data Service plus 900 minutes	ex. \$105	\$15/month or \$200

- * The cellular telephone / wireless Internet/data service plan contract must be in the name of the employee who is solely responsible for all payments to the service provider/vendor.
- ** The Board will pay only the agreed upon monthly allowance even if the employee's monthly costs exceed the allowance. If the amount of the allowance needs to be changed because of documented business purposes, the employee needs to complete a new form and submit it to the Superintendent.
- *** One-time equipment purchase is based on a two (2) year contract and is provided at time of new contract (documentation required). Lost or broken equipment is the responsibility of the employee after initial purchase.

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