

CELL PHONE ALLOWANCE REQUEST FORM

This form must be completed by an employee when the employee, as part of their job, needs to use their personal cell phone for District business, and wishes to receive an allowance. The employee will begin to receive the cell phone allowance within thirty (30) days after submission of this form, and approval by the Superintendent and the Board. The allowance will continue until the employee no longer needs to use their personal cell phone for school business purposes, or the Board discontinues it, or the employee chooses to stop the allowance.

Employee Name: Dr. Ken Schmiesing

Job Title: Superintendent Building: Ed Complex

E-mail: Ken.schmiesing@celinaschools.org

Cell Phone Number: 419-503-5048

***Taxability: Provided the employee maintains and uses their personal cell phone for business purposes as described in Policy 7530.02, the allowance will be considered as additional income to the employee. As such, payroll taxes on the allowance amount will be withheld from the employee's paychecks, and the amount of the allowance will be included on the employee's year-end W-2. For determination of individual taxability, the employee must check with their 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 while the allowance is being provided.
- B. Pay all monthly service charges in full, and on time.
- C. Answer all District related calls to their cell phone and promptly respond to any messages.
- D. Provide to the Superintendent the cell phone number.
- E. Notify the Superintendent if the 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 the employee's possession that are either public records or educational records, or that constitute ESI (electronically stored information) that is subject to Litigation Hold.
- H. At the conclusion of the employee's employment (whether through resignation, non-renewal, or termination), the employee is responsible for verifying all public records, student records and ESI subject to 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 is available to 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 is required to delete the records/ESI from their cell phone. The employee is required to sign a document confirming that all such records/information has been transferred to the District's custody and has been deleted from their cell phone before the Board will issue any final compensation that is owed to the employee.
- I. If an employee decides to dispose of, or otherwise stop using, ceasing to use a personally owned cell phone on which s/he has maintained public records, student records, and/or ESI that is subject to Litigation Hold, the employee must transfer the records/ESI to the District's custody before disposing of, or otherwise ceasing to use, the personally-owned cell phone. The employee is responsible for securely deleting such records/ESI before disposing of, or ceasing to use, the personally owned cell phone. Failure to comply with these requirements may result in disciplinary action.
- J. If an employee's cell phone is lost, 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, student records, and/or ESI subject to Litigation Hold has been compromised and/or lost.
- K. The Employee has the duty to maintain confidentiality of student personally identifiable information in regards to public and student record requirements.
- L. It is suggested that the employee lock and password protect their cell phone when not in use.

- M. 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:

Information required to be 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 their cellular telephone and or wireless internet /data service contract, the employee should take into consideration the length of their Board-approved employment contract and not select a duration of the service contract that exceeds the employment contract. If the employee is non-renewed 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 service 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 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 7530.02, and that the foregoing and attached are true and correct.

Dr. Keith J. Delmonico
Employee's Signature

8/13/18
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.**

Approved Cellular Telephone and Wireless Internet/Data Service Allowance

Cellular Telephone Service

Maximum Monthly Allowance = \$30

* 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 the employee's monthly costs exceed the allowance.

*** Lost or broken equipment is the responsibility of the the employee.

7/18