The superintendent shall not cause or allow district assets to be unprotected, inadequately maintained, or unnecessarily risked.

Further, without limiting the scope of the foregoing by this enumeration, the superintendent shall not:

1. Allow board members, staff and the organization itself to be inadequately insured against theft and casualty losses to at least 80 percent of replacement value and against liability in an amount at least equal to the average for comparable organizations.

   **Interpretation:** I interpret this to mean the superintendent shall ensure that there is adequate and comprehensive property and casualty insurance coverage for Winooski School District (WSD). In addition to property considerations, the superintendent shall also ensure that adequate liability insurance is also in place to cover staff and the school district as an organization. These coverages should be comparable to other similar entities.

   **Evidence:** We are currently insured through the Vermont School Boards’ Insurance Trust that protects the Winooski School District in the following areas:
   - General, Automobile and Educators Legal Liability
   - Replacement Cost – facilities and equipment
   - Errors and Omissions – Board protection
   - Bond Insurance – financial staff
   - Workers’ Compensation – staff leaves and injuries
   - Legal Costs - $7,500/incident; $15,000/year

   Insurance policies are reviewed annually to ensure proper coverage for all property. A full coverage summary from the Vermont School Boards’ Insurance Trust Multi-Line Inter-Municipal School Program can be accessed in the Winooski School District Office of the Superintendent.

   **Compliance:** I report compliance.
2. Allow uninsured personnel access to material amounts of funds

**Interpretation:** I interpret this to mean the superintendent will ensure that insurance is in place for all District personnel who routinely handle District funds over $5,000 in cash or checks.

**Evidence:** Our coverage summary from the Vermont School Boards' Insurance Trust Multi-Line Intermunicipal School Program includes Public Employee Theft, Forgery or Alteration, On Premises, In Transit, Computer Fraud, and Funds Transfer Fraud.

**Compliance:** I report compliance.

3. Subject facilities and equipment to improper wear and tear or insufficient maintenance.

**Interpretation:** I interpret this to mean the superintendent shall ensure that WSD implements an appropriate program of repair and maintenance commensurate with the amount of funding appropriated for such activities. Facilities and equipment will be inspected and monitored on an ongoing basis by maintenance and custodial staff, administrators and directors, and any deterioration will be reported for corrective action. Improper wear and tear is use that is beyond the intended life or purpose of the facility or equipment, placing their utility in jeopardy. Insufficient maintenance is interpreted to mean that care is not up to the recommended standards by the manufacturer or conventional practices. Long-range planning for critical work will facilitate responsible, affordable activity and careful stewardship of the community's investment in our facility resources is taken seriously by the superintendent.

**Evidence:** Short and long-term maintenance plans are in place for the WSD facility. The WSD board receives facilities progress reports throughout the year via the monthly Superintendent Report. Budgets include funds for maintenance and equipment needs as determined in district plans within available resources. Finally, the WSD board approves all expenditures from capital reserve funds in addition to budgeted funds.

**Compliance:** I report compliance.

4. Unnecessarily expose the organization, its board, or its staff to claims of liability.

**Interpretation:** I interpret this to mean the superintendent's behavior and the behavior of all district employees will be governed by state and federal law. In addition, the superintendent shall not allow risks to be taken that are not part of the normal course of operations of the school district or which may present legal challenges. Safety of students and staff is of utmost importance in avoiding claims of liability. Upkeep of facilities to insure the safety of students, personnel and the general public is also paramount to avoiding liability claims.

**Evidence:** We provide education and training to staff on Federal and State laws annually as required. The superintendent occasionally seeks advice from legal counsel regarding instances that could result in legal exposure. All such activities help protect WSD stakeholders from liability and harm. Our risk management plan in terms of insurance coverage is reviewed annually by the Business Manager and our local agent to ensure adequacy.

**Compliance:** I report compliance.
5. Make any purchase (a) wherein normally prudent protection has not been given against conflict of interest; (b) of over $15,000 without having obtained comparative prices and quality; Orders shall not be split to avoid these criteria.

Interpretation: I interpret this to mean the superintendent will identify all potential areas of conflict of interest prior to purchases and will follow all state bidding laws and make certain that any purchase over $15,000 shall be placed out for bid to ensure the best purchasing decision based on price and quality. Lastly, the superintendent shall make certain that large purchases are not staggered or bought at different times to avoid bidding and the $15,000 threshold.

Evidence: There have been no known conflicts of interest in purchasing or bids during the past school year.

Compliance: I report compliance.

6. Allow information, and files to be exposed to loss or significant damage.

Interpretation: I interpret this to mean the superintendent shall ensure that district data and information is safely stored and that preventative steps shall be taken to protect against loss from theft, hacking, fire, and viruses. Intellectual property includes software, data and information created within WSD as well as proprietary software leased or licensed by WSD. The superintendent shall make certain that WSD protects proprietary and trademarked software from misuse.

Evidence: Our firewall, which separates our network from the Internet, the file servers and network workstations routinely checks for viruses and spyware. All Windows computers in the district are protected with antivirus. For the proprietary software that must be purchased, we acquire site licenses that do not limit the number of installations or are restricted to specific workstations. All paper documents that are legally required to be archived are either backed up electronically or stored in fireproof cabinets.

Compliance: I report compliance.

7. Allow for practices that do not comply with Generally Accepted Accounting Procedures.

Interpretation: I interpret this to mean that the superintendent will not permit accounting practices to deviate from Generally Accepted Accounting Procedures.

Evidence: Audited statements are furnished to the Board annually outlining any compliance issues with accounting procedures. WSD currently utilizes appropriate internal procedures that comply with Generally Accepted Accounting Procedures and is in the process of collaborating with our new auditor to develop written internal controls and procedures.

Compliance: I report compliance.
8. Compromise the independence of the board’s audit or other external monitoring or advice, such as by engaging parties already chosen by the board as consultants or advisers.

**Interpretation:** I interpret this to mean that the superintendent or any WSD staff will not interfere with the external auditing process, not utilize auditing personnel for other financial business and ensure the annual audit takes place in a timely manner.

**Evidence:** The accounting firm Fothergill, Segale & Valley (FSV) of Montpelier, Vermont, has performed WSD’s annual audit for FY 2014, 2015, 2016, 2017, 2018 and 2019. FSV has not been retained for any other financial services.

**Compliance:** I report compliance.


**Interpretation:** I interpret this to mean the superintendent cannot unilaterally close any buildings owned by WSD with the exception of short-term closings as described in WSD 601 Procedure: Emergency Closing of Schools. In addition, school boards hold the statutory authority to “relocate or discontinue use of a school-house or facility” via Title 16, Section 563 (7).

**Evidence:** No WSD building has been closed since March 15, 2019 except for short-term closings related to weather, holidays or facility issues.

**Compliance:** I report compliance.