

## CHAPTER 2

### ADMINISTRATION AND MANAGEMENT

| <u>Chapter Topics and Subtopics</u>  | <u>Policy No.</u> |
|--|-------------------|
| <b>Administrative Staffing</b>   | A200.1            |
| <b>Organization</b>  | A201.             |
| Administrative Organizational Structure                                    | .1                |
| Administrative Organizational Chart  | .2                |
| Consultants  | .3                |
| Councils, Cabinets and Committees  | .4                |
| Control and Communication Systems  | .5                |
| <b>Superintendent</b>  | A202.             |
| Superintendent Qualifications  | .1                |
| Method of Selecting Superintendent   | .2                |
| Superintendent's Appointment and Term                                      | .3                |
| Duties of the Superintendent   | .4                |
| Administrative Leeway in Absence of Board Policy                           | .5                |
| Medical Examinations - School Employees                                    | .6                |
| <b>Administrative Personnel</b>  | A203.             |
| Administrative and Supervisory Personnel                                   | .1                |
| Reimbursement of Administrative Moving Expenses                            | .2                |
| Terms & Conditions of Employment: Managerial<br>and Confidential Employees | .4                |
| Employee Assistance Program  | .5                |
| Cellular Telephones  | .6                |
| Credit Cards   | .7                |
| <b>Business Management</b>   | A204.             |
| Underlying Purposes - Financial Management                                 | .1                |
| Audit Committee  | .2                |
| <b>Budgeting</b>   | A205.             |
| Annual School Budget   | .1                |
| Tentative Budget and Budget Hearing  | .2                |
| Federal Funds  | .4                |
| Budget as a Spending Plan  | .5                |
| Transfer of Funds  | .6                |
| <b>Records</b>   | A206.             |
| System of Accounts   | .1                |
| Financial Records Responsibility   | .2                |
| Public Use of School Records   | .3                |

| <u>Chapter Topics and Subtopics</u>       | <u>Policy No.</u> |
|---|-------------------|
| Receipts, Disbursements and Reporting     | A207.             |
| Extraclassroom Receipts                   | .1                |
| Disbursements                             | .2                |
| Petty Cash Fund                           | .3                |
| Financial Reports                         | .4                |
| Extraclassroom Activity Funds             | .5                |
| Meals and Refreshments                    | .6                |
| Expense Reimbursement                     | .7                |
| <b>Auditing</b>                           | A208.             |
| Annual Audit                              | .1                |
| Internal Claims Auditor                   | .2                |
| <b>Purchasing</b>                         | A209.             |
| Purchasing Responsibility                 | .1                |
| Competitive Bidding                       | .2                |
| Relations with Vendors                    | .3                |
| Quality of Goods and Services             | .4                |
| State Contract Purchasing                 | .5                |
| Standardization of Supplies and Equipment | .6                |
| Sweatshop – Free Purchasing               | .7                |
| <b>Taxation</b>                           | A210.             |
| Taxes                                     | .1                |
| Defense of Tax Certiorari Proceedings     | .2                |
| <b>Investments</b>                        | A211.             |
| Alumni Student Loan Fund                  | A212.             |
| Miscellaneous                             | A213.             |
| Gifts to the School District              | .1                |
| Gifts to Staff Members                    | .2                |
| Materials Fees                            | .3                |
| Loss or Damage Through Negligence         | .4                |
| School Calendar                           | .5                |
| Emergency School Closings                 | .6                |
| Free Materials Distribution in Schools    | .7                |
| Advertising in Schools                    | .8                |
| Emergency Drills                          | .9                |
| Federal Programs                          | A214.             |
| Medicaid Compliance                       | .1                |

Updated: November 2011

NORWICH CITY SCHOOLS

Board Policy

A200

A200

ADMINISTRATIVE STAFFING

The Board of Education will provide sufficient administrative personnel to obtain the highest level of efficiency and effectiveness possible in the management of School District affairs.

Policy Adopted: October 29, 1974

Policy Amended: November 15, 1982

## NORWICH CITY SCHOOLS

### Board Policy

A201.1

A201.1

#### ADMINISTRATIVE ORGANIZATIONAL STRUCTURE

The administrative organization of the district shall be considered as an orderly means of achieving the district's primary objective, which is the delivery of effective programs of instruction for all pupils.

The general administrative organization of the district shall be the single executive-type with the Board of Education serving as the governing body. All district activities shall be under the direction of the Superintendent, who shall be directly responsible to the Board of Education.

An administrative organizational chart for the district shall be prepared by the Superintendent and approved by the Board to designate clearly the relationship of all employees within the district organization. The organizational chart shall be kept up to date and changes shall be approved by the Board.

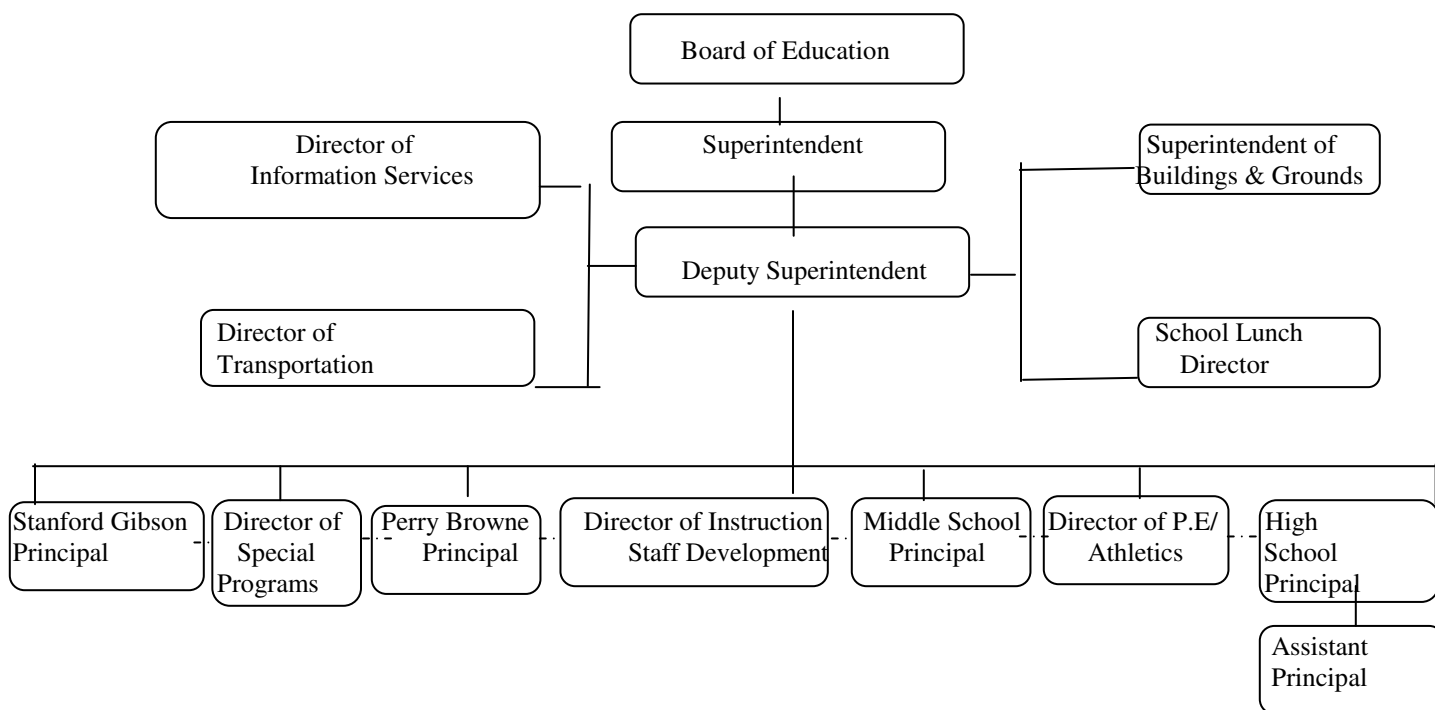
Policy Adopted: October 29, 1974

Norwich City School District

A201.2

A201.2

Administrative Organizational Chart



Policy Adopted: October 25, 1974  
 Policy Amended: November 15, 1982  
 Policy Amended: July 1, 1985  
 Policy Amended: January 6, 1988  
 Policy Amended: August 13, 1990  
 Policy Amended: February 24, 1997  
 Policy Amended: March 6, 2001

Policy Amended: March 4, 2002  
 Policy Amended: March 15, 2005  
 Policy Amended: March 3, 2009

NORWICH CITY SCHOOLS

Board Policy

A201.3

A201.3

CONSULTANTS

The Board encourages the use of consultants as a means of providing the schools with specialized services not normally required on a continuing basis.

Sufficient funds will be made available to attract the most outstanding authorities in the various fields.

Policy Adopted: October 29, 1974

Policy Amended: November 15, 1982

## NORWICH CITY SCHOOLS

### Board Policy

A201.4

A201.4

#### COUNCILS, CABINETS AND COMMITTEES

In the development of rules, regulations and arrangements for the operation of the school system, the Superintendent should include at the planning stage, whenever feasible, those individuals who will be affected.

The Superintendent should evolve with school district staff channels for the communication of ideas and feelings regarding the operation of the schools. It is extremely important for the Board to know how members of the school district staff feel about their jobs. Therefore, the Superintendent shall weigh with care the counsel given by employees, especially that given by groups designated to represent large segments of the staff, and shall inform the Board of all recommendations therefrom.

The Board expects the Superintendent to concern himself with long-term planning to guide the Board in policy development. To that end, the Board establishes the function of planning and assisting in policy development as an important part of the Superintendent's job.

Policy Adopted: October 29, 1974

## NORWICH CITY SCHOOLS

### Board Policy

A201.5

A201.5

#### CONTROL AND COMMUNICATIONS SYSTEMS

The Superintendent is directed to establish and maintain an orderly plan for preserving and making accessible any policies adopted by the Board and the administrative rules and regulations needed to put them into effect.

Accessibility is to extend to all employees of the school system, to members and to the community.

Policy Adopted: October 29, 1974



# NORWICH CITY SCHOOLS

## Board Policy

A202.1

A202.1

### SUPERINTENDENT QUALIFICATIONS

#### **Experience**

1. The Board desires experiences as a Chief School Officer or an Assistant Chief School Officer, and as a Building Administrator.

#### **Educational Preparation**

1. The Master's degree is a minimal.
2. New York State Certification as a Superintendent of Schools is required.

#### **Personal Characteristics**

1. Excellent health is essential. A physical examination at Board expense will be required.
2. The candidate must be capable of meeting people, speaking effectively, and exhibiting general administrative competencies.
3. The candidate should have demonstrated leadership qualities, knowledge and ability in staff relations, program development, curriculum coordination, and community relations.
4. The candidate should be effective in delegation of responsibility, coordination of central office personnel and be able to take the initiative in school board policy development.

Policy Adopted: October 29, 1974

## NORWICH CITY SCHOOLS

### Board Policy

A202.2

A202.2

#### METHOD OF SELECTING SUPERINTENDENT

In the process of selecting a Superintendent of Schools the Board of Education shall seek the services of an independent educational consultant. Such consultant shall be selected by the Board subsequent to personal interviews.

In selecting a Superintendent, the following minimal steps shall be taken:

1. Detailed evaluation by qualified observers in present position.
2. Review of written recommendations.
3. Review of references including telephone interviews with key references.
4. Observation in present position, if possible.
5. Private personal interviews by the Board

Policy Adopted: October 29, 1974

Policy Amended: November 15, 1982

NORWICH CITY SCHOOLS

Board Policy

A202.3

A202.3

SUPERINTENDENT - APPOINTMENT AND TERM

Appointment shall be made under contract.

Policy Adopted: October 29, 1974

# NORWICH CITY SCHOOLS

## Board Policy

A202.4

A202.4

### DUTIES OF THE SUPERINTENDENT

The Chief School Administrator is the executive officer of the Board. He is responsible for carrying out the policy of the Board and for keeping members of the Board informed of matters which should be weighed in reaching decisions. He is responsible to the Board for stewardship of the entire school system.

As the executive officer of the Board, the Chief School Administrator advises the Board on all matters of policy and carries out the policies of the Board once they are adopted. He does not act independently of the Board nor does the Board act independently of its Chief School Administrator. He reports to the Board those actions, which he has taken in accordance with Board decisions.

To guide the Superintendent in determining the pattern of his administrative operations, the Board offers the following statements:

1. The Board will devote its major effort to clarifying and establishing goals for the school system, to weighing and adopting policies to guide the professional staff, to appraising results achieved in relation to the goals, and to performing such ministerial functions as required by law and state regulations.
2. The Board does not wish unnecessary barriers erected between itself and members of the professional staff, or between and among residents and parents, students in the schools, and members of the professional staff. The Board values the freest possible interchange of ideas. Nothing shall be allowed to interrupt the free and open flow of ideas and assistance among personnel at every level.
3. The Board encourages the Superintendent to keep abreast of and to apply the best known administrative concepts and procedures designed to harness the total talents of the school system's personnel and community resources in enthusiastic pursuit of the school's goals.

Policy Adopted: October 29, 1972

Policy Amended: November 15, 1982

## NORWICH CITY SCHOOLS

### Board Policy

A202.5

A202.5

#### ADMINISTRATIVE LEEWAY IN ABSENCE OF BOARD POLICY

In cases where emergency action must be taken within the school system and where the Board has provided no guidelines for administrative action, the Superintendent shall have power to act. His decisions, however, shall be subject to review by the Board. It shall be the duty of the Superintendent to inform the Board promptly of such action, and, of the need for policy.

Policy Adopted: October 29, 1974

Policy Amended: November 15, 1982

NORWICH CITY SCHOOLS

Board Policy

A202.6

A202.6

MEDICAL EXAMINATIONS - SCHOOL EMPLOYEES

To protect the identity of affected employees as well as ensure timeliness in the application and administration of Section 913 of the Education Law, the Board of Education herewith delegates to the Superintendent of Schools the power to require an employee of the District to undergo medical examination in accordance with such law.

Policy Adopted: June 21, 1993

NORWICH CITY SCHOOLS

Board Policy

A203.1

A203.1

ADMINISTRATIVE AND SUPERVISORY PERSONNEL

All administrative and supervisory positions in the school system are established initially by the Board of Education, by State Law, or both.

In each case, the Board will approve the broad purpose and function of the position in harmony with State laws and regulations, approve a statement of job requirements as recommended by the Superintendent, and delegate to the Superintendent the task of writing, or causing to be written, a job description for the position.

The Board wishes the Superintendent to maintain continuously a comprehensive, coordinated set of job descriptions so as to promote efficiency and economy in the staff's operation.

Policy Adopted: October 29, 1974

Policy Amended: October 16, 2007

NORWICH CITY SCHOOLS

Board Policy

A203.2

A203.2

REIMBURSEMENT OF ADMINISTRATIVE MOVING EXPENSES

It shall be the policy of the Norwich City School District, upon recommendation of the Superintendent of Schools and approval of the Board of Education, to reimburse newly appointed members of the district's administrative staff for appropriately vouchered moving expenses. Such reimbursement shall be limited to expenditures made for the moving of normal household goods and furnishings and shall be negotiated.

Policy Adopted: January 18, 1982

Policy Amended: October 16, 2007



## NORWICH CITY SCHOOLS

A203.4

Board Policy

A203.4

### TERMS AND CONDITIONS OF EMPLOYMENT: MANAGERIAL CONFIDENTIAL AND NON-REPRESENTED EMPLOYEES

In order to encourage and maintain effective and harmonious working relationships between the Board of Education of the Norwich City School District and its Managerial, Confidential and Non-Represented employees, the Board of Education hereby establishes the following Terms and Conditions of Employment for those employees classified as Managerial, Confidential and Non-Represented.

#### CLASSIFICATIONS

1. **MANAGERIAL:** School Lunch Director, Director of Transportation, Superintendent of Buildings and Grounds and Director of Information Services.
2. **CONFIDENTIAL:** Secretary to the Superintendent of Schools, Director of Human Resources and Secretary to the Deputy Superintendent.
3. **NON-REPRESENTED:** District Treasurer, Dispatcher, School Psychologists, Occupational Therapists, Physical Therapists and Teacher of Incarcerated Youth.
4. **PART-TIME NON-REPRESENTED:** District Tax Collector - salary and benefits to be determined by the Board of Education.

#### WORK YEAR AND HOURS

The work year of all Managerial, Confidential and Non-Represented employees will be 12 months with the exception of the School Psychologists, Occupational Therapists and Physical Therapists, which will be 10 months. The hours of all employees will be determined by job requirements.

#### VACATIONS

With the exception of the School Psychologists, Occupational Therapists and Physical Therapists, all other Managerial, Confidential and Non-Represented employees will be eligible for twenty (20) vacation days annually. The School Psychologists, Occupational Therapists and Physical Therapists will not be eligible for vacation as their positions are less than 12 months.

Managerial, Confidential and Non-Represented employees will be expected to utilize vacation days during the 12 month school year period immediately following the year in which it was earned as approved by his/her supervisor.

With the permission of the immediate supervisor and the approval of the Superintendent, up to ten (10) unused vacation days may be carried over to the following year.

All unused vacation days in excess of ten (10) may be transferred to sick leave at the request of the employee and with the approval of the Superintendent.

Vacation days should be planned well in advance so that they do not conflict with workshops or other district-wide responsibilities.

Upon leaving employment with the district, the employee shall be entitled to payment of earned unused vacation at the employees' per diem compensation rate at the time of leaving.

### SALARY

The salary for each position will be determined solely upon job performance and will be reviewed annually. The Superintendent will recommend to the Board of Education annually, a salary for each position. Entry level salary will be a minimum of \$20,000.

With the exception of the School Psychologists, Occupational Therapists, Physical Therapists and Teacher of Incarcerated Youth each of the positions will be eligible for a longevity increment as follows:

#### **Longevity**

1. A longevity increment of \$560.00 will be provided to each employee who has completed at least ten years of consecutive service with the District.
2. A longevity increment of \$460.00 will be provided to each employee who has completed at least fifteen years of consecutive service with the District.
3. A longevity increment of \$560.00 will be provided to each employee who has completed at least twenty years of consecutive service with the District.
4. A longevity increment of \$360.00 will be provided to each employee who has completed at least twenty-five years of consecutive service with the District.
5. A longevity increment of \$660.00 will be provided to each employee who has completed at least thirty years of consecutive service with the District.
6. A longevity increment of \$660.00 will be provided to each employee who has completed at least thirty-five years of consecutive service with the District.
7. The longevity increment will be paid in lump sum amounts as follows:

#### **12 Month Staff**

- a. Second payroll in July (for the 2009.2010 school year the longevity increment increase is effective July 1, 2009)
- b. A twelve (12) month employee who is employed any time during the month of July shall receive the longevity increase at the beginning of the eleventh year.

#### **10 Month Staff**

- a. Second payroll in September
- b. A ten (10) month employee who is employed any time during the month of September shall receive the longevity increase at the beginning of the eleventh year.

Such longevities shall be subject to the District's standard tax factoring procedures when this is paid.

School Psychologists, Occupational Therapists, Physical Therapists and Teacher of Incarcerated Youth will be eligible for a longevity increment as follows:

| Longevity increments after completion of: |          |          |          |
|---|----------|----------|----------|
| 5 years                                   | \$420.00 | 15 years | \$420.00 |
| 7 years                                   | \$420.00 | 19 years | \$420.00 |
| 9 years                                   | \$420.00 | 23 years | \$420.00 |
| 12 years                                  | \$420.00 | 27 years | \$460.00 |

### HEALTH AND DENTAL INSURANCE

Managerial, Confidential and Non-Represented employees will be entitled to the DCMO BOCES Health Insurance Consortium Plan or its equivalent, with a \$1,000,000 Major Medical Insurance Program. The school district will assume 95 percent of the costs of this program.

Dental Insurance will also be provided with the school district assuming 95 percent of the cost of this program. Benefits under this program will be the Excellus Blue Cross Blue Shield Smile Saver I and Smile Saver IV plans.

#### **Retirees**

The District will pay \$1500 per year toward the health insurance premium. Such payment shall continue until age 65. In order to be eligible for the above, the employee must have worked a minimum of ten years in the Norwich City School District and retire under the New York State Teachers' Retirement System or New York State Employee's Retirement System.

#### **Dual Coverage**

When both spouses in this unit have health coverage, they may have a choice of one family plan or two individual plans.

### HOLIDAYS

Each Managerial, Confidential and Non-Represented employee will be entitled the following:

- A. Twelve-month employees shall be entitled to thirteen (13) days to include New Year's, President's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day plus one day after, Christmas Day, plus one Floating Holiday to be taken at the discretion of the employee so long as not more than 5% of the employees choose the same day while school is in session. If this occurs, the granting of the day will be on a first come first served basis. In the case of a tie, district-wide seniority will be used to break the tie. There is no limitation when school is not in session. Employees will be required to give at least a 5-day notice.

- B. Ten-month employees shall be entitled to eleven (11) days to include New Year's, President's Day, Martin Luther King Day, Good Friday, Memorial Day, Columbus Day, Veterans' Day, Thanksgiving Day, plus one day after, Christmas Day, plus one Floating Holiday to be taken as described above for 12 month employees.
- C. Holiday pay will be prorated as to time worked within a normal work day not to exceed eight (8) hours.
- D. Should any of the above mentioned holidays occur on a Saturday or Sunday, the Friday preceding or the Monday after the holiday shall be given in lieu of the holiday at the discretion of the Superintendent or his/her designee if school is not in session. If school is in session, the Superintendent or his/her designee will set aside an alternate day for holiday use.
- E. To be eligible for holiday pay, an employee must have been on an active paid status the full scheduled work day preceding and following the holiday.

#### SICK LEAVE PROVISIONS

Managerial, Confidential and Non-Represented employees will be entitled to sixteen (16) days of sick leave during each school year. Days of sick leave may be accumulated up to a maximum of two hundred twenty (220) days from one to fifteen years of service and a maximum of three hundred (300) days for sixteen years of service and over. Sick leave may be taken for the following reasons:

- Personal illness, injury or for any remedial health treatment.
- Eight (8) of the sixteen (16) days during any one school year may be utilized for family illness or emergencies.
- Two (2) of the sick days may be taken for personal business during any one school year.

#### CREDITING LEAVE BENEFITS

At the time of their appointment, newly hired Managerial, Confidential and Non-Represented employees may, upon the recommendation of the Superintendent and approval of the Board of Education be credited with up to one year's accrued leave for vacation and/or sick leave.

If such leave is credited, it shall be subject to the following conditions:

- The number of days credited must be currently held by the employee and earned from the employee's immediate prior employer.
- There has not been a break in employment of more than three months between local employment and that with the immediate prior employer.

The immediate prior employer formally verifies the leave accumulation of the employee.

- Leave benefits will not be credited in any instance where the employee has participated in any form of 'pay-back' or 'buy-out' program for accumulated leave benefits from the immediate prior employer.

- Any leave credited to a Managerial, Confidential and Non-Represented employee at their time of employment shall be deducted from any calculation of retirement benefit as provided elsewhere in the policy.

#### SICK LEAVE BANK

A sick leave bank will be established by the Board of Education for use by Managerial, Confidential and Non-Represented employees. The purpose of the bank will be to provide Managerial, Confidential and Non-Represented employees with additional sick leave providing their own personal sick leave has been exhausted and only in cases of serious illness. The bank will be governed by the following criteria:

1. The Board of Education will donate 120 days to the bank.
2. Each Managerial, Confidential and Non-Represented employee will be allowed to donate no less than ten (10) days of their accumulated sick days to the bank in September of a given school year by using the appropriate form.
3. No member will be allowed to donate less than ten (10) accumulated sick days per school year.
4. When possible, sick bank days will be requested in writing to the Superintendent within 10 working days prior to use of the bank.
5. The Superintendent will initiate a meeting of a Board of Review comprised of the Superintendent, the Board of Education, the School Physician and no more than three (3) Managerial, Confidential and/or Non-Represented employees. The individual should and the individual's physician may attend the meeting to provide additional input to assess the need for such leave.
6. The total number of sick leave days granted for any bank member cannot exceed one hundred twenty (120) days during a school year. Reapplication will be made at intervals of sixty (60) days following the application process.
7. Any member may apply for sick bank leave once their own personal sick leave is exhausted and providing he/she has contributed to the bank. A representative may also apply on a member's behalf.
8. The total number of days within the sick bank will not exceed ten (10) times the number of staff plus one hundred twenty (120) days.
9. Once the bank has been depleted to twenty (20) days, reinstatement of the contribution procedure shall be implemented.

The sick leave bank will be used as a supplement to worker's compensation, disability insurance, income protection insurance, or any insurance plan designed to reimburse the employee for loss of pay as a result of serious illness. The combined total of the insurance plan and sick leave bank cannot exceed the total daily rate of an employee.

### OTHER LEAVE BENEFITS

Other leave benefits may be provided to Managerial, Confidential and Non-Represented employees as approved by the Superintendent and which are consistent with the following provisions.

**Death in the Family:** Up to five days at any one time in the event of death of an employee's spouse, parents, grandparents, brother, sister, children, in-laws (mother, father, sister, brother, grandparents) grandchildren, or anyone living within the confines of the household. Under unusual circumstances not covered by the definition above, the employee will be required to receive permission from their immediate supervisor with approval of the Superintendent.

**Unpaid Leaves:** Unpaid leaves for one year or less may be granted to employees for any purpose with the recommendation of the Superintendent of Schools and the approval of the Board of Education.

**Other Leaves:** Other absences, with the permission of the immediate supervisor and when approved by the Superintendent, will be allowed at full pay. These absences will be for the following:

1. Court Appearance
2. Professional meetings
3. Visitations

**Parental Leave:** Parental leave shall include leave for adoption, childbirth and (ensuing) child rearing. Subsequent child-rearing leave may be granted in case of serious illness or other emergency circumstances requiring special parental attention. Request for such leave shall be submitted in writing to their immediate supervisor with approval of the Superintendent, with an indication as to when the individual will be able to return to work. Such leave shall be granted for a period not to exceed two years.

**Family and Medical Leave:** Consistent with the leave provisions described above and consistent with the provisions of the Family and Medical Leave Act of 1993, employees may take unpaid leave, or paid leave charged to leave credits for a period of up to 12 work weeks in a 12-month period due to: 1) the birth of a child or the placement of a child for adoption or foster care; 2) the employee's need to care for a family member (child, spouse, or parent) with a serious health condition; or 3) the employee's own serious health condition which makes the employee unable to do his or her job. Under certain conditions, this leave may be taken on an intermittent basis. Employees are also entitled to continuation of health and certain other insurances, provided the employee pays his or her share of the premium during this period of leave. All eligibility requirements and definitions as described in Policy Bulletin No. 93-06 of the New York State Department of Civil Service will be applicable to this provision.

### RETIREMENT

A retirement benefit will be made available to any Managerial, Confidential and Non-Represented employee with fifteen (15) years of Managerial, Confidential or Non-Represented service in the Norwich School District or in the event the employee is promoted to a Managerial, Confidential or Non-Represented position from within the District then the fifteen (15) years may be attained by combining total service in the District, and who is otherwise eligible to retire under provisions of the New York State Teachers Retirement System or the New York State Employees Retirement System.

A qualified employee will receive the following benefit upon retirement:

1. \$50 per day for each day of accumulated unused sick leave up to a maximum of 300 days.
2. \$200 per year for each year of Managerial, Confidential or Non-Represented service in the Norwich School District.

#### RETIREMENT INCENTIVE

It is understood that the Norwich City School District is offering a retirement incentive, which may be of benefit to employees in the Managerial, Confidential and Non-Represented (MCNR) Group.

Any currently employed MCNR employee who retires from District service with an effective date occurring prior to June 30, 2014 and who has been employed in the District for at least fifteen (15) years will receive the following:

- \$200 per year for each year of Managerial, Confidential or Non-Represented service in the Norwich School District and
  - \$75.00 for each accumulated, unused day of sick leave to a maximum of 300 days and
  - \$6,000 towards the health insurance premium in the Norwich City School District Plan. Such payment shall continue until age 65.
1. The MCNR employee must present an irrevocable letter of separation with an effective date occurring prior to June 30, 2014.
  2. The irrevocable letter as specified above must be presented to the Superintendent of Schools no later than June 30, 2014.
  3. It is agreed that the waiver of the notice as outlined in Board of Education Policy 203.4 shall not serve as a precedent in any future application or interpretation of the provisions of the policy.
  4. Neither the district nor the association can give any assurances on the treatment of these payments by the New York State Teachers' / Employees' Retirement System. We take no position on the question of the inclusion or exclusion of these payments in the calculation of the retiree's final average salary. Questions concerning retirement calculations and the inclusion or exclusion of these payments should be addressed to the New York State Teachers'/Employees' Retirement System, an independent agency of State Government.
  5. These benefits are intended as the exclusive benefits available to employees retiring according to the terms of this memorandum. The benefits outlined here may not be combined with any other benefits available to employees in Board Policy A203.4.

All terms of this memorandum shall apply only for the period specified and shall not apply for any retirement for which notice is received after the June 30, 2014.

CONFERENCE, WORKSHOP AND COLLEGE COURSE ATTENDANCE

A Managerial, Confidential and Non-Represented employee may, with the written approval of the Superintendent, enroll in and attend conferences, workshops or college courses related to their present work assignment. The School District will reimburse documented expenditures made for registration or tuition, books and materials and room and board. Evidence of successful attendance and completion will be required for reimbursement. Such reimbursement will not become a part of the employee's salary. If required for attendance, an employee may be released during working hours without loss of pay.

ADVANCED STUDY

A Managerial, Confidential and Non-Represented employee may with the written approval of the Superintendent, enroll in an approved Advanced Degree program in an accredited College or University. Tuition, books, lab fees for such programs will be reimbursed to the employee upon evidence of such enrollment and the passing of each undergraduate course with a grade of "C" or better. Graduate courses require a grade of A or B for reimbursement. Such reimbursement will not become a part of the employee's salary. If required for attendance, an employee may be released during working hours without loss of pay.

Policy Adopted: October 17, 1988  
Policy Amended: January 15, 1990  
Policy Amended: November 18, 1996  
Policy Amended: October 20, 1997  
Policy Amended: February 14, 2000  
Policy Amended: March 3, 2009  
Policy Amended: January 7, 2002  
Policy Amended: July 1, 2003  
Policy Amended: October 16, 2007  
Policy Amended: January 16, 2008  
Policy Amended: August 19, 2008  
Policy Amended: October 14, 2009  
Policy Amended: August 20, 2012



## NORWICH CITY SCHOOLS

### Board Policy

A203.5

A203.5

#### EMPLOYEE ASSISTANCE PROGRAM

The Norwich City School District recognizes that a broad range of personal concerns not directly associated with an employee's job can have detrimental effects on the employee's well-being and job performance.

The District therefore believes that it is in the best interest of the employee, the employee's family and the organization to provide a service which deals with such personal concerns of a serious and persistent nature. Such service will be called the Employee Assistance Program or EAP and offered on a prepaid basis through an independent provider of Employee Assistance Programs.

The EAP will address a broad range of personal concerns such as emotional, behavioral, family and marital, alcohol and/or drugs, financial, legal, and other such personal concerns. The EAP will provide assessment, short-term counseling and referral. Costs for these services will be prepaid by the District. Costs incurred for services as a result of referral beyond the EAP will be the responsibility of the individual.

Policy Adopted: September 18, 1989

Policy Amended: October 16, 2007

NORWICH CITY SCHOOLS  
Administrative Guidelines

B203.5

B203.5

EMPLOYEE ASSISTANCE PROGRAM

1. The Employee Assistance Program will cover all employees of the district, both full and part-time, members of the Board of Education and members of their immediate family. Immediate family shall mean residents of the employee's household.
2. Employees who have personal concerns which they believe may affect their work performance are encouraged to seek information and assistance by contacting the Employee Assistance Program.
3. Use of the EAP will be voluntary and confidential.
4. All records and discussions of personal concerns will be handled in a confidential manner. All records will be maintained by the Employee Assistance Program service provider and will not become a part of the employee's personnel file. No information on an individual's use of the EAP will be released without the individual's written permission unless required by law.
5. It will be the responsibility of the employee to comply with referrals for diagnosis of his or her personal concerns and to cooperate and follow the recommendations of the EAP Counselors.
6. It will be the responsibility of the Superintendent of Schools to implement this Policy and Administrative Guidelines.

Guidelines Adopted: September 18, 1989

# NORWICH CITY SCHOOLS

## Board Policy

A203.6

A203.6

### CELLULAR TELEPHONES

The Board of Education recognizes that specific district employees may be required to carry cellular telephones to meet their job responsibilities. Job titles requiring cellular telephones shall be listed in Administrative Guidelines and reported to the Board of Education each year, along with a report of usage and cost, at the district's organizational meeting in July. The District shall establish the level of service contract for each specific employee.

Employees shall make every attempt to use their cellular phones for business purposes only; however, in the event an employee uses a district-owned cellular phone for other than business purposes and there is an identifiable cost, he/she shall reimburse the District for such non-business calls pursuant to the Administrative Guideline attached hereto. Individuals authorized to use district cellular telephones shall agree in writing to accept financial responsibility for any non-business usage by that individual. Failure to follow this policy and to reimburse the district may result in revocation of the phone and discipline of the employee.

As with any district-owned equipment, employees must take proper care of cell phones and take responsible precautions against damage, loss, or theft. Any damage, loss or theft must be reported immediately to the Business Office.

At least once per year, the Business Office shall evaluate the effectiveness of the cellular telephone plan.

Policy Adopted:        March 21, 2006

NORWICH CITY SCHOOLS

Administrative Guidelines

B203.6

B203.6

CELLULAR TELEPHONES

Effective immediately, the following positions are authorized for district-owned cellular telephones:

- \* Superintendent (1)
- \* Deputy Superintendent (1)
- \* Building Principals (4)
- \* Director of Special Programs (1)
- \* Superintendent of Buildings and Grounds (1)
- \* Athletic Director (1)
- \* Director of Transportation (1)

District cellular telephones are provided for business purposes. Employees will reimburse the district for cellular telephone charges incurred that are not of a business nature. Reimbursement will occur within fifteen (15) school days of notice.

Cellular telephone charges will be reviewed monthly by the Accounts Payable clerk as a normal function of his/her job duties.

Guidelines Adopted: March 21, 2006

# NORWICH CITY SCHOOLS

## Board Policy

A203.7

A203.7

### CREDIT CARDS

It is recognized that specific district employees may be issued a District credit card to assist with their job responsibilities. Job titles that will be issued a District credit card be listed in Administrative Guidelines and reported to the Board of Education each year at the District's organizational meeting in July.

Credit cards may only be used for legitimate business expenditures. The use of credit cards is not intended to circumvent the district's policy on purchasing.

Users must take proper care of these credit cards and take all reasonable precautions against damage, loss, or theft. Any damage, loss, or theft must be reported immediately to the Business Office and to the appropriate financial institution.

Purchases that are unauthorized, illegal, represent a conflict of interest, are personal in nature or violate the intent of this policy may result in credit card revocation and discipline of the employee.

The District shall establish a credit line not to exceed \$2,500 for each specific employee.

Users must submit detailed documentation, including itemized receipts for commodities, services, travel, meals and/or other actual and necessary expenses which have been incurred in connection with school-related business for which the credit card has been used.

The Deputy Superintendent shall establish regulations governing the issuance and use of credit cards. Each cardholder shall be apprised of the procedures governing the use of the credit card and a copy of this policy and accompanying regulations shall be given to each cardholder.

Policy Adopted:        March 21, 2006

NORWICH CITY SCHOOLS

Administrative Guidelines

B203.7

B203.7

CREDIT CARDS

Effective immediately, the following positions are authorized to use a District issued credit card:

- \* Superintendent (1)
- \* Deputy Superintendent (1)

The Deputy Superintendent shall periodically, but no less than twice a year, monitor the use of each credit card and report any serious problems and/or discrepancies directly to the Superintendent and the Board.

When submitting a receipt for a meal, a note must be attached outlining why the meal was necessary and who was included in the meal party.

Guidelines Adopted: March 21, 2006

## NORWICH CITY SCHOOLS

### Board Policy

A204.1

A204.1

#### UNDERLYING PURPOSES - FINANCIAL MANAGEMENT

The Board is responsible, as a most important part of its duties, to raise and administer funds for the education of the district's children. The aim is to purchase the best in education as to plant, educational materials, and staff, that the financial status of the community can afford. In doing so, the Board will conform to and follow all laws pertaining to finance in the Education Law, General Finance Laws, and General Municipal Laws governing financial affairs within the school district.

The Board recognizes that money and money management are basic to support of the entire school program. To make that support as effective as possible the Board intends:

1. To encourage advance planning through the best possible budgeting procedures;
2. To explore all practical sources of income;
3. To guide the expenditure of funds so as to extract the greatest educational return;
4. To expect top quality accounting and reporting procedures;
5. To maintain the highest level of unit expenditure needed to provide high quality education within the ability of the community to pay.

Policy Adopted: February 21, 1972

# NORWICH CITY SCHOOLS

## Board Policy

A204.2

A204.2

### AUDIT COMMITTEE

#### **Audit Committee Authority**

Pursuant to a resolution dated December 20, 2005 the Board of Education of the Norwich City School District has established an audit committee to assist the Board of Education in the oversight of both the internal and external audit functions. The requirement to create an audit committee was established by Education Law 2116-c. According to 2116-c (4), the role of an audit committee shall be advisory and any recommendations it provides to the Board shall not be substituted for any required review and acceptance by the Board of Education.

#### **Mission**

The Board of Education of the Norwich City School District has established an audit committee to provide independent assistance to the Board in the oversight of the following matters:

- Assist the Board in providing oversight of the internal and external audit functions, including the appointment of the internal and external auditors.
- Oversee the competitive Request for Proposal Process (RFP) used to solicit quotations for the District's annual external audit.
- Review the scope, plan and coordination of the external audit.
- Review corrective action plans and necessary improvement based on audit findings and recommendations received from external and internal auditors.
- Provide a communications link between the external and internal auditors and the Board.

Policy Adopted:        October 17, 2006



# NORWICH CITY SCHOOLS

## Administrative Guidelines

B204.2

B204.2

### AUDIT COMMITTEE

#### **Composition and Requisite Skills**

The Norwich City School District Audit Committee is comprised of at least (3) three and not more than (5) five members with staggered Three year terms. The committee shall include at least (1) one and no more than (3) three Board of Education members and may have up to (4) four community members appointed at its annual reorganization meeting each July. Community members may be added as the full board deems necessary throughout the year for terms not to exceed (3) three years.

The committee members collectively should possess the expertise and experience in accounting, auditing, financial reporting and school district finances needed to understand and evaluate the school district's financial statements, the external audit of those statements and the district's internal audit activities. Accordingly, the Audit Committee's members should:

- Possess the requisite skills and experience necessary to understand technical and complex financial reporting issues.
- Have the ability to communicate with, and offer advice and assistance to, public finance officers and auditors.
- Be knowledgeable about internal controls, financial statement audits and management/operational audits.

#### **Duties and Responsibilities**

The duties and responsibilities of the Norwich City School District Audit Committee include the following:

- **External Audit Focus**
  - Recommend selection of the external auditor to the Board of Education.
  - Meet with the external auditor prior to commencement of the audit to review the engagement letter.
  - Review and discuss with the external auditor any risk assessment of the district's fiscal operations developed as part of the auditor's responsibilities under governmental auditing standards for a financial statement audit and federal single audit standards, if applicable.
  - Review the external auditor's assessment of the district's system of internal controls.

- Receive and review the draft annual audit report and accompanying draft management letter and, working directly with the external auditor, assist the Board of Education in interpreting such documents.
- Make a recommendation to the Board of Education on accepting the annual audit report.
- Review any corrective action plan developed by the school district and assist the Board of Education in the implementation of such plans.

### **Internal Audit Focus**

- Make recommendations to the Board of Education regarding the appointment of the internal auditor.
- Assist in the oversight of the internal audit function.
- Review the annual internal audit plan to ensure that high risk areas and key control activities are periodically evaluated and tested.
- Review the results of internal audit activities and significant recommendations and findings of the internal auditor.
- Monitor implementation of the internal auditor's recommendations by management.
- Provide input on the performance evaluation of the internal auditor.

### **Administrative Matters**

- Hold regularly scheduled meetings at least four times a year.
- Administer other related duties as prescribed by the Board of Education.
- Review and revise the Audit Committee Charter.

### **Membership**

The membership duties of the Norwich City School District Audit Committee include the following:

- **Good Faith** – Members of the Committee shall perform their duties in good faith, in a manner they reasonably believe to be in the best interests of the Committee and the District with such care as a generally prudent person in a similar position would use under similar circumstances.
- **Independence** – The following individuals would be precluded from being an Audit Committee member:
  - Someone currently or previously employed by the District during the past 2 years.
  - Someone currently or previously providing services contractually to the District during the past 2 years.
  - Someone of the immediate family (husband, wife and any children and their spouses) of an individual who is, or has been in any of the past 2 years,

employed by the District, providing services contractually to the District or contractually related to the District as a board member or an administrator.

- Someone who is a partner in, a controlling owner or an executive of, any for-profit business to which the District made, or from which the District received, payments that are or have been significant (greater than \$10,000) to the District or the for-profit business entity in any of the past five years.
- **Confidentiality** – During the exercise of duties and responsibilities, the Committee members may have access to confidential information. The Committee shall have an obligation to the District to maintain the confidentiality of such information.
- **Oath of Office** – All non-board members, who are members of the Audit Committee, should be administered the District’s oath of office by the District Clerk.

### **Meetings and Notification**

The Norwich City School District Audit Committee shall meet a minimum of 4 times a year. An agenda of each meeting should be clearly determined in advance and the Audit Committee should receive supporting documents in advance, for reasonable review and consideration. Any member of the Board of Education, who is not a member of the Audit Committee, may attend Audit Committee meetings if authorized by a resolution of the Board.

The Audit Committee shall prepare minutes of each meeting. At a minimum, the minutes will include the following:

- Copies of the meeting agenda
- Date, attendance and location of the meeting
- Brief summary of the topics discussed
- Copies of materials discussed or presented at the meeting
- A record of all actions or recommendations agreed to by the committee

### **Decision-Making Process**

All decisions shall be reached by consensus of those members present at the meeting. Consensus is defined as an acceptable solution that all can agree to support. If consensus cannot be reached, polling of the voting membership will take place and simple majority will rule. A quorum constitutes a simple majority of the total membership and meetings will not be conducted unless a quorum is present.

## **Reporting Requirements**

The Norwich City School District Audit Committee has the duty and responsibility to report its activities to the Board of Education. Periodic written reports of Audit Committee activities are an important communication link between the Audit Committee and the Board on key decisions and responsibilities. The Audit Committee's reporting requirements are to:

- Report on the scope and breadth of committee activities so that the Board of Education is kept informed of its work.
- Provide minutes of meetings and work sessions which clearly record the actions and recommendations the Committee.
- Report on their review of the District's draft annual audit report and accompanying management letter and their review of significant findings and recommendations of the internal auditor.
- Report on suspected fraud or abuse or material defects in the internal control system and include a risk assessment for fraud and abuse.
- Report on material or significant non-compliances with laws or District policies and regulations.
- Report on any other matters that should be disclosed to the Board of Education.

## **Review of Policy**

The Norwich City School District Audit Committee shall assess and report to the Board of Education on the adequacy of these Administrative Guidelines no less than on an annual basis or as necessary. Policy modifications, as recommended by the Audit Committee, should be presented to the Board of Education in writing for their review and action.

Guidelines Adopted: October 17, 2006

## NORWICH CITY SCHOOLS

### Board Policy

A205.1

A205.1

### ANNUAL SCHOOL BUDGET

The annual school budget should be adequate to properly finance ongoing programs and to provide for additions or alterations as dictated by the projected needs of the school system.

The Superintendent shall present spending proposals to the Board together with his recommendations on the needs of the district considered in the light of available funds.

In preparing the Annual Budget, the Board shall study the school program in its relation to present and future needs. In an effort to make the budget a comprehensive reflection of the financial needs of the school program, steps shall be taken to involve a broad cross section of the community in the budget developmental process. Procedures to ensure such involvement shall be developed by the Superintendent and implemented by his office.

Reference: Education Law 2516

Policy Adopted: February 21, 1972

Policy Amended: February 24, 1997

## NORWICH CITY SCHOOLS

### Board Policy

A205.2

A205.2

#### TENTATIVE BUDGET AND BUDGET HEARING

The Board of Education, as a whole or by committee appointed by the President, shall prepare an annual tentative budget which shall be adopted by the Board of Education not less than twenty-one (21) days prior to the school budget vote.

The Board shall schedule a Public Hearing on the tentative budget and publish notice and conduct such Hearing in a manner consistent with Education Law. Further, public notice shall also be made concerning the availability of the tentative budget for public inspection.

Reference: Education Law 2517

Policy Adopted: February 21, 1972

Policy Amended: February 24, 1997

Policy Amended: June 15, 1998

## NORWICH CITY SCHOOLS

### Board Policy

A205.4

A205.4

### FEDERAL FUNDS

Each year when it is believed that the School District is eligible for federal assistance under the provision of Public Laws, application for said assistance shall be submitted, so long as acceptance of the funds does not include conditions contrary to Board policy. The Board of Education, however, reserves the right to itself to accept all funds.

Policy Adopted: February 21, 1972

Policy Amended: October 16, 2007

## NORWICH CITY SCHOOLS

### Board Policy

A205.5

A205.5

#### BUDGET AS SPENDING PLAN

The Superintendent shall not permit the expenditure of funds to exceed established budgetary allocations. The Superintendent shall set up and operate budget controls for all schools and departments. He shall administer the budget in conformity with legal requirements and the actions of the Board.

The Superintendent shall check the legality of all expenditures. He shall ascertain that all expenditures recommended for approval are legal expenditures.

Each staff member in charge of a budget area shall justify to the Superintendent the need for any budget transfer.

Policy Adopted: February 21, 1972



## NORWICH CITY SCHOOLS

### Board Policy

A205.6

A205.6

### TRANSFER OF FUNDS

The Deputy Superintendent with the approval of the Superintendent is authorized to make budget transfers within budget appropriation categories of not more than 25% of the original appropriation or maximum amount of twenty-five thousand (\$25,000) dollars. Budget transfers in excess of this amount shall be made by the Board of Education upon recommendation of the Superintendent.

Policy Adopted: February 21, 1972  
Policy Amended: November 15, 1982  
Policy Amended: February 22, 1993  
Policy Amended: January 7, 2002  
Policy Amended: August 19, 2008

## NORWICH CITY SCHOOLS

### Board Policy

A206.1

A206.1

### SYSTEM OF ACCOUNTS

The accounting systems and procedures for the school district shall be set up according to the New York State uniform system of accounts. The Superintendent and business staff will be expected to confer with appropriate specialists of the State Department of Education, school district auditors and any other knowledgeable persons or groups in achieving this objective.

It is understood by the Board that support for the purposes of the school shall be a prime objective of the accounting systems and procedures.

Policy Adopted: February 21, 1972

NORWICH CITY SCHOOLS

Board Policy

A206.2

A206.2

FINANCIAL RECORDS RESPONSIBILITY

The district treasurer shall be responsible for maintaining the books and records of the district in auditable form. He/she shall prepare or cause to be prepared all fiscal reports, keep necessary records to control adequately the financial transactions of the district, and prepare financial statements.

Policy Adopted: February 21, 1972

# NORWICH CITY SCHOOLS

## Board Policy

A206.3

A206.3

### PUBLIC USE OF SCHOOL RECORDS

The public shall have access to full and complete information regarding the affairs of the City School District of the City of Norwich unless otherwise expressly provided by law.

A person desiring to inspect or copy the records, which are to be made public under Article Six of the Public Officers; Law shall make such a request, preferably in writing, to the Office of the Superintendent, 89 Midland Drive, Norwich, NY 13815.

The Records Access Officer who shall be the Fiscal Officer, upon receiving the request on the form prescribed, which is a part of this policy, shall obtain the record and thereafter notify the requesting party in writing the time and place where such record shall be available for inspection or copying. Such inspection or copying shall take place in the presence of the person designated as Records Access Officer.

If the person desiring to inspect or copy the records is a bona fide member of the news media, he shall make a request upon the form prescribed, which is a part of this policy, to the Fiscal Officer. Upon receiving such request, the Fiscal Officer shall obtain the record and thereafter notify the requesting party in writing of the time and place where such record shall be available for inspection or copying. Such inspection or copying shall take place in the presence of the Fiscal Officer.

Any person who wishes copies of district documents accessible to the public by law shall be charged an amount equivalent to the cost to the district for materials and labor required in fulfilling the request. The time established for such inspection or copying shall be during the usual working day. The place of inspection or copying shall be the Office of the Superintendent, 89 Midland Drive, Norwich, New York 13815, unless otherwise designated.

Persons denied access to any district document shall have the right to appeal to the Superintendent of Schools. If not satisfied with the decision rendered by the Superintendent, the person or persons shall have the right to appeal the decision to the Board of Education.

**SCHOOL DISTRICT RECORDS AVAILABLE FOR PUBLIC INSPECTION**

NOTE: The following list is intended to include, but is not necessarily limited to, the records legally available for public inspection. It is important to note that the listing of records here is not specific in every case in that some items refer to general types of records and not particular documents. Members of the school district staff designated as custodians of records by the Superintendent and the Board of Education will make every reasonable effort to help interested party(ies) identify the appropriate record(s) to locate information desired when proper authorization is furnished.

1. **BOARD OF EDUCATION**
  - a. Minutes of annual meetings
  - b. Minutes of regular meetings
  - c. Reports of Audits
  - d. Annual budget
  - e. Equipment inventories
  - f. Annual financial reports
  - g. Fire inspection of buildings
  - h. Maintenance contracts
  - i. Health insurance reports
  - j. Social Security quarterly reports
  - k. Policy (adopted)
  - l. Loyalty Oath
  - m. Insurance policies
  
2. **TEACHER**
  - a. Teachers (salary notices)
  - b. Teachers' agreement
  - c. Employee Attendance Sheets
  - d. Teachers' Retirement Quarterly Report
  
3. **NON-TEACHING**
  - a. Non-professional salary notices
  - b. Employee attendance sheets
  - c. Non-professional staff agreement
  
4. **CONTRACTS**
  - a. Rental contracts - including leases
  - b. Transportation contracts

5. FINANCE
  - a. Treasurer's Cash Book
  - b. Canceled checks
  - c. Purchase orders
  - d. Invoices
  - e. Budget Reports (monthly)
  - f. Budget Accounting Sheets
  - g. Federal budget accounting
  - h. General ledger accounting
  - i. Trial balance sheets (monthly)
  - j. Reconciled monthly bank statements including financial report
  - k. Accounts payable warrant
  - l. Payroll journals

Ref. Article 6 of the Public Officer's Law  
(Chapters 578, 579 and 580 of the Laws of 1974, State of New York)

Policy Adopted: February 18, 1975

Policy Amended: January 7, 2002

Policy Amended: March 24, 2010

TO: RECORDS ACCESS OFFICER  
CITY SCHOOL DISTRICT OF THE CITY OF NORWICH  
89 MIDLAND DRIVE  
NORWICH, NEW YORK 13815

I HEREBY APPLY TO INSPECT THE FOLLOWING RECORD:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
(representing)  
\_\_\_\_\_  
(mailing address)

**FOR AGENCY USE ONLY**

APPROVED ( )  
DENIED ( )

Record of which this agency is Legal Custodian cannot be found. ( )

Record is not maintained by this Agency. ( )

\_\_\_\_\_  
(signature) (title) (date)

NOTICE: YOU HAVE A RIGHT TO APPEAL A DENIAL OF THIS APPLICATION TO THE HEAD OF THIS AGENCY:

SUPERINTENDENT OF SCHOOLS, 89 MIDLAND DRIVE, NORWICH, N.Y.

WHO MUST FULLY EXPLAIN HIS REASONS FOR SUCH DENIAL IN WRITING SEVEN DAYS OF RECEIPT OF AN APPEAL.

I HEREBY APPEAL:

\_\_\_\_\_  
(signature) (date)

(there is one more sheet following)

AC 375 (eff. 9/1/74)  
Print Code Z

(THIS FORM MAY  
BE REPRODUCED)

**NOTICE OF INTENTION TO EXAMINE PUBLIC EMPLOYMENT RECORDS**

*For use by members of the news media, pursuant to the  
Freedom of Information Law of the State of New York*

|  |   |  |  |  |  |                            |
|--|---|--|--|--|--|----------------------------|
| FOR AGENCY USE ONLY<br><input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED  | Signature: .....<br>Title: .....<br>Date: .....   | <p><b>TO:</b> The payroll officer or the public information officer of the unit named below.</p> <p>PLEASE TAKE NOTICE that on the day specified (during your regular business hours, and subject to the rules of your agency) I intend to examine, with the privilege of copying, the particular records specified below.</p> <p>I CERTIFY that the only purpose of the examination is to gather information as a member of the news media and that it will not be used for any private, commercial, fund raising or other purpose.</p> |  |  |  |                            |
|  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 2px;"> <b>RECORDS SOUGHT *</b> </td> <td style="width: 30%; padding: 2px;"> <input type="checkbox"/> Names<br/> <input type="checkbox"/> Addresses                 </td> <td style="width: 30%; padding: 2px;"> <input type="checkbox"/> Titles<br/> <input type="checkbox"/> Salaries                 </td> <td style="width: 10%; padding: 2px;"> <b>DATE TO BE EXAMINED</b> </td> </tr> </table> |  | <b>RECORDS SOUGHT *</b>  | <input type="checkbox"/> Names<br><input type="checkbox"/> Addresses | <input type="checkbox"/> Titles<br><input type="checkbox"/> Salaries | <b>DATE TO BE EXAMINED</b> |
|  | <b>RECORDS SOUGHT *</b>   | <input type="checkbox"/> Names<br><input type="checkbox"/> Addresses   | <input type="checkbox"/> Titles<br><input type="checkbox"/> Salaries | <b>DATE TO BE EXAMINED</b>   |  |                            |
|  | UNIT OR AGENCY (AND ANY OTHER PARTICULARS) .....  |  |  |  |  |                            |
|  | SIGNATURE OF APPLICANT  | DATE <input type="checkbox"/> Mailed or<br><input type="checkbox"/> Submitted .....  |  |  |  |                            |
| TITLE OF APPLICANT   | EMPLOYER  |  |  |  |  |                            |
| <p>* Check appropriate items. But note that names and addresses of officers and employees of law enforcement agencies may not be released (Public Officers Law, § 88 (1) g).</p> |   |  |  |  |  |                            |

*See Other Instructions On Reverse Side*

**INFORMATION and INSTRUCTIONS**

The full text of the Freedom of Information Law may be found in new Article 6 of the Public Officers Law (chapters 578, 579 and 580 of the Laws of 1974, State of New York).

The law requires that the New York State Committee on Public Access to Records (Tower Building, Empire State Plaza, Albany, N.Y. 12223) advise agencies and municipalities by means of guidelines, advisory opinions and regulations.

The law also requires that each agency and municipality adopt conforming rules and regulations. Before the written notice required by § 88 (1)g of the law is submitted, the applicable rules and regulations should be consulted.

Only "bona fide members of the news media" may make use of the notice. A separate notice should be submitted for each member of a news team intending to take part in the examination of records.

In the event the written notice is disapproved by the agency concerned, a duplicate copy should be prepared and retained by the applicant. The law contains provisions for appeals in the case access to public records is denied.



## NORWICH CITY SCHOOLS

### Board Policy

A207.1

A207.1

### EXTRACLASSROOM RECEIPTS

Extraclassroom monies received or derived from the conduct, operation or maintenance of any extraclassroom activity are to be deposited promptly with the central treasurer. A report of all extraclassroom activity funds will be submitted annually by the External Auditor to the Board of Education and in January and May by the Central Treasurers

Policy Adopted: February 21, 1972

Policy Amended: November 18, 2008

## NORWICH CITY SCHOOLS

### Board Policy

A207.2

A207.2

### DISBURSEMENTS

Disbursements shall be made by the treasurer on order of the Board of Education in accordance with appropriate statutes.

The district treasurer shall make disbursements for all bills upon receipt of approved warrants, except in the case of payrolls. Upon receipt of the certification by the Superintendent, he shall make payment on the payroll.

Policy Adopted: February 21, 1972

## NORWICH CITY SCHOOLS

### Board Policy

A207.3

A207.3

#### PETTY CASH FUNDS

A petty cash fund of \$100 shall be established for the use of the central office from the General Fund.

A petty cash fund of \$100 shall be established for the use of the cafeteria from the School Lunch Fund.

A petty cash fund of \$100 shall be established for the use of the Director of Transportation from the General Fund.

A petty cash fund of \$100 shall be established for the use of Norwich High School from the General Fund.

A petty cash fund of \$100 shall be established for the use of Norwich Middle School from the General Fund.

A petty cash fund of \$100 shall be established for the use of Perry Browne Intermediate School from the General Fund.

A petty cash fund of \$100 shall be established for the use of Stanford Gibson Primary School from the General Fund.

Policy Adopted: February 21, 1972

Policy Amended: November 21, 1994

Policy Amended: November 18, 2008

## NORWICH CITY SCHOOLS

### Board Policy

A207.4

A207.4

### FINANCIAL REPORTS

Quarterly reports shall be made to the Board of Education on the status of all established funds, together with records of receipts, disbursements, cash flow and encumbrances, cash balances and balances at interest.

An annual report shall be presented to the Board within two months of the end of the fiscal year.

The annual financial report shall be available at the Clerk's office not later than 90 days after the close of the fiscal year. Notices of this report shall be published in the official district newspaper.

Policy Adopted: February 21, 1972

Policy Amended: November 18, 2008

# NORWICH CITY SCHOOLS

## Board Policy

A207.5

A207.5

### EXTRACLASSROOM ACTIVITY FUNDS

The Board of Education recognizes that the fundamental task of the schools is to prepare young people for life. In order for this preparation to be done properly, the educational program of the schools must be as wide as life itself. An integral part of the schools must be as wide as life itself. An integral part of such a program is extraclassroom activities. They represent an essential part of the educational experiences, which should be available to young people. In order to promote the organization and maintenance of extraclassroom activities and to provide for the proper handling and safeguarding of extraclassroom activity funds, the Board of Education hereby adopts the following rules and regulations for the guidance of students and principals.

#### Part 1 - Rules and Regulations for the Conduct, Operation and Maintenance of Extraclassroom Activities.

1. Purpose  
Student extraclassroom activities may only be formed for educational and school service purposes.
2. Organizational Procedures  
Students desiring to form an extraclassroom activity shall petition their principal in writing. The petition shall state the purpose of and describe the activities of the proposed extraclassroom activity, and shall be signed by at least seven students before it is presented to the principal for action. If the purpose of the proposed extraclassroom activity falls within the scope of educational or school service purposes and if the necessary space and equipment are available, the building principal, in conjunction with the petitioning students, shall seek a suitable advisor. When these procedures have been accomplished, the building principal shall recommend to the Superintendent that the extraclassroom activity be approved by the Board of Education.
3. Approved Extraclassroom Activities  
All extraclassroom activities shall be approved by the Board of Education. The Superintendent shall maintain an up-to-date register of all extraclassroom activities that are approved or discontinued.
4. Faculty Advisor  
Each extraclassroom activity shall have a faculty advisor appointed by the building principal. The faculty advisor shall attend all meetings of the extraclassroom activity.

5. Meetings

All extraclassroom activities shall meet at least once a month while school is in session. These meetings shall be held on school property. Extraclassroom activities shall not meet outside school property unless they have received the consent of the school principal.

6. Officers

Each extraclassroom activity shall have a president, vice president, secretary and treasurer. These officers shall be elected annually from among the membership by secret ballot.

7. Constitution

Each classroom activity shall adopt a constitution which shall define the purposes of the organization, duties of its officers, membership prerequisites, rules of procedure, and such other matters as are deemed necessary. This constitution shall incorporate any rules and regulations of the Board of Education which are applicable; and if the school has a general student organization, any rules of the latter which are applicable.

The constitution of each extraclassroom activity shall be approved by the faculty advisor and the building principal, and a copy of the constitution shall be on file in the building principal's office.

Part II - Rules and Regulations for the Safeguarding, Accounting, and Auditing of Extraclassroom Activity Funds.

1. Definition

Extraclassroom activity funds are funds raised other than by taxation or through charges of a Board of Education, for, by or in the name of a school, student body, or any subdivision thereof.

2. Financial Procedures

All extraclassroom activity funds shall be handled in accordance with the financial procedures illustrated by Finance Pamphlet 2, The Safeguarding, Accounting and Auditing of Extraclassroom Activity Funds published by the New York State Education Department.

3. Leftover Funds

Leftover funds of discontinued extraclassroom activities and of graduating classes shall automatically revert to the account of the general student organization or student council and shall be expended in accordance with that organization's constitution.

Policy Adopted: September 18, 1972.

## NORWICH CITY SCHOOLS

### Board Policy

A207.6

A207.6

### MEALS AND REFRESHMENTS

The Board of Education recognizes that from time to time it may be appropriate to provide meals and/or refreshments at District meetings and/or events, which are being held for an educational purpose. Any expenditure made on such meals and/or refreshments should be appropriately documented with a receipt, itemized whenever possible, and submitted to the District's business office for the purposes of audit and possible reimbursement.

Examples of authorized categories of expenditures include but are not limited to refreshments for staff on teacher orientation day at the beginning of each year, staff recognition day, refreshments for Superintendent's Conference Day, community/district meetings, assessment day grading of tests, receptions for volunteers, and other meetings at which district business is conducted.

Policy Adopted:        March 21, 2006

## NORWICH CITY SCHOOLS

### Administrative Guidelines

B207.6

B207.6

#### MEALS AND REFRESHMENTS REGULATION

From time to time, meals and/or refreshments may be deemed appropriate for a particular meeting, event or situation being held for a district or educational purpose.

Whenever meals and/or refreshments are ordered, the person making the request shall indicate the date, purpose of the meeting and identify the group in attendance. It is acknowledged that meal and/or refreshment expenditures may be incurred as an extension of the responsibilities of employees or to continue to enhance a specific activity or event that is being held for a business purpose. In such instances, documentation as noted above shall be submitted to the business office for the purposes of audit and possible reimbursement. In an instance where a receipt has been lost or not obtained, at the discretion of the Deputy Superintendent for Business, a signed statement may be submitted as a substitute document.

Examples of authorized categories include but are not limited to a meal with a consultant employed by the district, a meal provided to a committee or working group whose responsibilities require working through the meal hour, or other specific circumstances for which working through the meal hour is advantageous to the district.

Meal costs (excluding alcoholic beverages) included for travel-related approved conferences shall be regulated by the conference request/reimbursement forms available from the Office of the Curriculum and Staff Development.

A Meals & Refreshments Form is attached to these Administrative Guidelines.

Guidelines Adopted: March 21, 2006



**Norwich City School District  
Meals and Refreshments**

Meeting: \_\_\_\_\_

Facilitator: \_\_\_\_\_

Date: \_\_\_\_\_

Cost: \_\_\_\_\_

| Funding Source      |                   |
|---------------------|-------------------|
| Code Classification | Encumbered Amount |
|                     |                   |
|                     |                   |
|                     |                   |

Agenda:

Participants:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

**Please Attach receipts/bills for services.**

I hereby declare that the items in the above or attached account are true and correct charges and that none has been paid or satisfied.

[Signed] \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

I hereby declare that the items in the above or attached account are true and correct charges and that none has been paid or satisfied.

[Signed] \_\_\_\_\_

Title Superintendent or designee

Date \_\_\_\_\_

## NORWICH CITY SCHOOLS

### Board Policy

A207.7

A207.7

#### EXPENSE REIMBURSEMENT

School district employees, officials and members of the Board of Education will be reimbursed for reasonable out-of-pocket expense which are legally authorized and incurred while traveling for school related activities.

Only expenses necessary to the purpose of the travel shall be reimbursable. Transportation costs such as taxi cabs are allowable only for essential transportation. Mileage will be paid at the rate fixed by the federal Internal Revenue Service. Tax exemption certificates shall be issued and utilized as appropriate.

The Superintendent of Schools shall determine in the first instance, whether attendance by district staff at any conference or professional meeting is in the best interest of the district and eligible for reimbursement or expenses under this policy.

To obtain reimbursement, the claimant must complete and sign an expense voucher, attach all receipts or other expense documentation, together with a copy of the approved conference attendance request form and evaluation report (if required), and submit the same to the appropriate administrator. When claiming reimbursement for parking or tolls, receipts must be attached to the claim.

Regulations concerning expense reimbursement shall be attached to this policy and shall be reviewed annually and revised as appropriate.

Policy Adopted:        March 21, 2006

## NORWICH CITY SCHOOLS

### Administrative Guidelines

B207.7

B207.7

### EXPENSE REIMBURSEMENT

The district shall reimburse district employees, officials and members of the Board of Education for reasonable, actual and necessary out-of-pocket expenses incurred while traveling for school-related business upon receipt of a signed and approved conference attendance form and itemized receipts. The following rules shall guide the reimbursement of school-related travel expense:

#### Transportation

- Travel shall be by the most economical method, whether by private automobile, school vehicle or common carrier such as bus, train or plane.
- If travel is by private automobile, mileage shall be reimbursed at the level approved by the Internal Revenue Service. Parking and tolls will also be reimbursed (if receipts are provided) but gasoline will not.
- Rental car expenses will be reimbursed only if authorized in advance. Receipts must be attached.
- Air travel is only allowed when determined by the Superintendent of Schools to be in the best interest of the School District. Air travel shall be reimbursed at the lowest feasible fare available and shall not exceed regular coach class fare. Travel arrangements should be made as soon as reasonably practicable so as to avoid payments of a higher fare due to a late booking.

#### Lodging

- Persons traveling on district-related business are expected to secure the most reasonable rate for necessary hotel accommodations.
- When the rate is pre-determined by the organization sponsoring the event, the traveler shall secure a room rate at no more than the pre-determined rate. Hotel accommodations at a rate other than the most reasonable will be reimbursed only if approved by the Superintendent of Schools prior to the stay.

#### Meals

- Persons traveling on district-related business will be reimbursed for actual and necessary meal expenses

#### Personal Expenses

The district does not reimburse persons traveling on district-related business for personal expenses including, but not limited to, pay television, hotel health club facilities, alcoholic beverages, theater and show tickets, and telephone calls and transportation costs unrelated to district business.

Guidelines Adopted: March 21, 2006

NORWICH CITY SCHOOLS

Board Policy

A208.1

A208.1

ANNUAL AUDIT

An audit of the accounts of the School District shall be made annually by an independent certified public accounting firm selected by the Board. The audit examination shall be conducted in accordance with generally accepted auditing standards, and shall include all funds over which the Board has direct or supervisory control.

An auditor's fee shall be established in each fiscal year. The Board shall select an auditing firm experienced in municipal accounting and willing to perform the required services for the established fee.

Policy Adopted: February 21, 1972

# NORWICH CITY SCHOOLS

## Board Policy

A208.2

A208.2

### INTERNAL CLAIMS AUDITOR

The Internal Claims Auditor is an integral part of a properly designed system of internal controls. The position was created to carry out the important Board responsibility to verify the appropriateness of all claims paid by the District.

The Board of Education will annually designate and appoint an Internal Claims Auditor for the district. The Internal Claims Auditor shall serve at the pleasure of the Board.

The Internal Claims Auditor is responsible for formally examining all accounts, charges, claims or demands against the school district. The auditing process should determine:

1. That the proposed payment is for valid and legal purpose;
2. That the obligation was approved by an authorized district official;
3. That the terms for which payment is claimed were in fact received or, in the case of services, that they were actually rendered;
4. That the obligation does not exceed the available appropriation; and
5. That the submitted voucher is in proper form, mathematically correct, does not include previously paid charges, and is in agreement with the purchase order.

Ref: Education Law §§1709(20-a): 1724; 2509; 2526; 2554(b) NYCRR, §170.2

Policy Adopted: March 21, 2006

# NORWICH CITY SCHOOLS

## Administrative Guidelines

B208.2

B208.2

### INTERNAL CLAIMS AUDITOR REGULATION

The Internal Claims Auditor is responsible for formally examining all accounts, charges, claims or demands against the school district.

#### A. Qualifications

##### 1. Legal

The legal qualifications for appointment to the position of Internal Claims Auditor in central and union- free school districts and city school districts in cities having a population of 125,000 or less are contained within Sections 1709-20(a) and 2526 of the Education Law, respectively. Under these sections, individuals eligible for appointment to this office may not be a member of the Board of Education, the Clerk or Treasurer of the Board of Education, the official of the district responsible for business management, the person designated as purchasing agent, and clerical personnel directly involved in accounting and purchasing functions.

##### 2. Suggested Knowledge and Skills

Although the Board recognizes that specific training is not required by law, experience and training in the areas of accounting and auditing is desirable.

The Internal Claims Auditor needs to be fully knowledgeable with state and local bidding laws and regulations as well as Board Policies and Regulations.

#### B. Appointment

Establishment of the office of Internal Claims Auditor is an optional appointment, which rests with the Board of Education (Ed. Law 1709-20(a), 2526). The Internal Claims Auditor serves at the pleasure of the Board. The salary for the Internal Claims Auditor and the form and amount of the bond should be a part of the appointing motion that usually takes place at the organizational meeting.

#### C. Primary Relations

1. Board of Education – The Internal Claims Auditor is an employee of the Board of Education and is directly responsible to the Board of Education. The Internal Claims Auditor shall serve at the pleasure of the Board and the office of Internal Claims Auditor

may be abolished by the Board at any time. The Internal Claims Auditor may, at times, be requested to attend meetings of the Board of Education but is not expected to attend regularly.

2. Superintendent of Schools – The Internal Claims Auditor shall recognize that he/she will work under the supervision of the Superintendent of Schools, the chief executive officer of the school district. The Internal Claims Auditor, while not responsible to the

B208.2 Administrative Guidelines (continued)

2.

Superintendent of Schools, shall work independently and in conjunction with the Superintendent and his/her staff in the best interest of the school district.

3. Deputy Superintendent for Business – The Internal Claims Auditor shall recognize that the Deputy Superintendent for Business is the chief business official of the school district. The Internal Claims

Auditor, while not responsible to the Deputy Superintendent of Business, shall work independently and in conjunction with that administrator and his/her staff in the best interests of the school district.

4. Business Office Staff Members – The Internal Claims Auditor is responsible for approving and allowing payment of claims, which were processed and recommended by the business office. The Internal Claims Auditor shall work independently, cooperatively and in conjunction with the business office staff to assure legal and businesslike payment of claims.

In the event of a difference of opinion regarding the approval of a claim for payment that cannot be resolved by reviewing the questioned claim with the appropriate business office personnel (such as the Deputy Superintendent for Business), the opinion of the Internal Claims Auditor shall prevail and the item referred to the Board of Education.

#### D. Duties and Responsibilities

The Internal Claims Auditor is directly responsible to the Board of Education. When the office of Internal Claims Auditor has been established and an Internal Claims Auditor has been appointed and has qualified, the powers and duties of the Board of Education with respect to auditing, allowing or rejecting all accounts, charges, claims or demands against the school district shall devolve upon and thereafter be exercised by such auditor, during the continuance of such office. (Ed. Law 1709-20(a), 2526)

All claims must be presented to and approved prior to payment by the Internal Claims Auditor charged with the auditing function.

Depending on the size of the district and the number of personnel assigned to the accounts payable function, much preliminary work can be accomplished to expedite the auditing process.

The officer

or employee who initially receives the claim might review for obvious deficiencies and, if necessary, return the claim to the vendor for proper completion or compliance.

When the claims are delivered to the Internal Claims Auditor for approval, he/she should ascertain that at least the following tests have been performed prior to releasing the claim for payment:

1. Track the numerical sequence of the checks being approved.
2. Prove the mathematical accuracy of all computations. This should include verification of extensions and additions and the recalculation of any discount.
3. Determine that the charges are not duplicates of items already paid. In this respect, recollection of a previous voucher with similar charges from the same vendor might be prompting influence to cause further investigation.
4. Compare the voucher with the purchase order.
5. See that the voucher is properly itemized. Vouchers for supplies or materials should show such items as weight or quantity, size, grade, unit price and total, as well as any other data appropriate to the commodity purchased. Vouchers for multiple deliveries of items such as gasoline or fuel oil should be supported by delivery tickets signed by the person accepting delivery and identifying the equipment, storage area or building into which each delivery was made. Delivery tickets furnish added proof that the district actually did receive the items for which it is paying.
6. Vouchers claiming reimbursement for authorized expenses incurred by district personnel, in addition to a copy of the authorization, should show the reason for incurring the expense as well as details of the various items, such as travel, lodging and meals. Where possible, receipted bills should be attached to expense vouchers – a hotel bill is a good example of this type of bill. When a personal car is used for travel, the voucher should indicate the purpose of travel, the number of miles traveled, the dates and points of travel and the rate per mile. The rate per mile should be the rate established by resolution of the Board. Expense vouchers should be submitted by the person incurring the expense and not by another individual, as a part of a general claim for all persons traveling to a common destination.
7. A simple rule to remember on itemization is that the voucher must contain sufficient detail to permit a satisfactory audit by a person who is entirely unfamiliar with the transaction.



8. In the event that the district has authorized travel advances under Section 77-b of the General Municipal Law, the Internal Claims Auditor should review the written request in advance for proper authorization prior to forwarding the request to the treasurer. When the claims for reimbursement is filed, the Internal Claims Auditor should, in addition to tests previously mentioned for travel claims, make certain that the value of the advance has been deducted from the amount of the claim. Where the amount of such advance exceeds the amount of the final claim, the voucher should be returned to the business office for recovery of the amount due the district.

9. Observe whether the official who gave rise to the claim has indicated his approval. This official is ordinarily the purchasing agent.

10. See that the voucher is accompanied by a receipt of the employee who actually received the materials or equipment for which the claim is made. Normally, this is transmitted through signing and dating the receiving copy of the purchase order.

The audit of a voucher by the Internal Claims Auditor should not be a casual review but a deliberate and thorough process to determine that the proposed payment is proper and just. In summary, the audit process should ascertain that:

1. The proposed payment is for a valid and legal purpose, as per applicable policies, laws, rules, and regulations;
2. The obligation was incurred by an authorized district official and the goods or services for which payment is claimed were, in fact, received;
3. The voucher is in proper form, is mathematically correct, meets legal requirements, does not include any charges for taxes from which the district is exempt, includes any discounts to which the district is entitled, does not include charges previously claimed and paid, and is in agreement with an attached purchase order.

The foregoing discussion is limited to vendor claims for goods and services and to claims for travel of officers and employees. However, the Board of Education may, at its option, designate the Internal Claims Auditor to review and certify payrolls, in accordance with the provision of Section 170.2(b) of the Regulations of the Commissioner of Education.

#### E. Certification

The Internal Claims Auditor is required to provide the treasurer with evidence that claims have been audited and are eligible for payment. This evidence is provided through a warrant or order on which the audited vouchers have been listed. The warrant or order is directed to the treasurer and is certified by the Internal Claims Auditor.

A warrant or order should specify: (1) the number of the voucher; (2) the name of the claimant; (3) the amount allowed; (4) the fund and the appropriation account chargeable; and (5) any other information that might be deemed essential.

After conveying the warrant to the treasurer, the Internal Claims Auditor should keep on file for reference, a copy of the warrant bearing his signed certification.

Guidelines Adopted: March 21, 2006

## NORWICH CITY SCHOOLS

### Board Policy

A209.1

A209.1

#### PURCHASING RESPONSIBILITY

A purchasing manual, prepared at the direction of the Board of Education, shall be a statement of the policy on which our purchasing practices and procedures are based. It will serve as a guide to the Board, to our staff and to interested citizens of the district.

The Board of Education declares its intention to purchase competitively without prejudice and to seek maximum educational value for every dollar expended.

The Deputy Superintendent of Schools is appointed by the Board of Education to serve as purchasing agent. He/She shall be responsible for developing and administering the purchasing program of the school district under the general direction of the Superintendent.

The Board holds the Superintendent directly responsible for carrying out this policy, and towards that end, the Superintendent shall detail the procedures for executing this policy in written administrative directives.

Policy Adopted: February 21, 1972

Policy Amended: January 28, 2002

## NORWICH CITY SCHOOLS

### Administrative Guidelines

B209.1

B209.1

## PURCHASING RESPONSIBILITY

### INTRODUCTION

The purchasing, receiving, storing and distribution of necessary supplies, equipment and services for use in the educational program and for the various auxiliary services represents a significant expenditure in the school budget. These items must be procured efficiently and economically in order to increase the “mileage” of the education dollar. The measure of efficient, economic purchasing is the degree to which the right items are provided in the right quantity to the right place at the right time and at the right price.

It is, therefore, essential that the purchasing policy and procedures be clearly established and understood by all concerned.

This Purchasing Manual has been prepared at the direction of the Board of Education as a statement of the policy on which our purchasing practices and procedures are based. It will serve as a guide to the Board, to our staff and to interested citizens of the district.

1. The function of the purchasing office is to serve the educational program by providing the necessary supplies, equipment and services.
2. The Board of Education declares its intention to purchase competitively without prejudice and to seek maximum educational value for every dollar expended.
3. The acquisition of service, equipment, and supplies is organized under Central Administration and functions under the supervision of the Deputy Superintendent, through whose office all purchasing transactions are conducted.

### PURCHASING POLICY

1. The Deputy Superintendent is appointed by the Board of Education to serve as purchasing agent. He/She shall be responsible for developing and administering the

purchasing program of the school district under the general directions of the Superintendent.

2. Competitive bids or quotations shall be solicited in connection with all purchasing whenever possible and as required by statute law and these guidelines. Contracts shall be awarded to the lowest responsible bidder complying with specifications and with other stipulated bidding conditions.

B209.1 Administrative Guidelines (continued)

2.

3. The purchasing agent is authorized to issue purchase orders within the requirements of Section 104-b of the General Municipal Law and without prior approval of the Board of Education where formal bidding procedures are not required by law, and when budget appropriations are adequate to cover such obligations.

4. All purchase contracts for materials, equipment or supplies involving an annual expenditure which exceeds the limits set forth in Section 103 of the General Municipal Law shall be awarded on the basis of public advertising and competitive bidding. The Deputy Superintendent is authorized to open bids and record the same pursuant to law.

5. All contracts which require public advertising and competitive bidding shall be awarded upon approval of the superintendent.

6. Purchases shall be made through available State contracts of the division of Standards and Purchase, whenever such purchases are in the best interest of the school district.

7. Items commonly used in the various schools or units thereof shall be standardized whenever consistent with educational goals and in the interest of efficiency and economy.

8. Petty cash funds shall be established annually in the amount of \$100.00 for the Central Administrative Office and the School Bus Garage. Such funds shall be used for the payment of properly itemized bills of nominal amounts and under conditions calling for immediate payment. Allowances, responsibility, security and accounting of petty cash funds shall be in accordance with the regulations of the Board and the Commissioner of Education.

9. The purchasing procedures employed shall comply with all applicable laws and regulations of the State and Commissioner of Education.

10. A statement of "General Conditions" as approved by the Board of Education shall be included with all specifications submitted to suppliers for their bids. These general conditions shall be incorporated in all contracts awarded for the purchase of materials, equipment and supplies.

11. Opportunity shall be provided to all responsible suppliers to do business with the district. To this end, the purchasing agent shall develop and maintain lists of potential bidders for the various types of materials, equipment and supplies. Such bidders list shall be used in the development of a mailing list for the distribution of specifications and invitations to bid. Any supplies may be included in the list upon request.

12. No Board Member, officer or employee of this school district or their families shall be interested financially in any contract entered into by the Board. This shall also preclude acceptance of any gratuities, financial or otherwise, by the persons, from any supplier of materials or services of the district.

GENERAL

1. Only the person designated by the Board as purchasing agent or the Superintendent may commit the district for a purchase.
2. The materials, equipment, supplies and/or services to be purchased shall be of the quality required to serve the function in a satisfactory manner, as determined by the requisitioner and the purchasing agent.
3. It is the responsibility of the requisitioner to provide an adequate description as required by the purchasing agent, so that he may be able to prepare the specifications and to procure most expeditiously and economically the desired commodity and/or service.
4. It is the responsibility of the purchasing agent to make alternate specifications if, in the judgment of the purchasing agent, the specifications would restrict competition or otherwise preclude the most economical purchase of the required items. Whenever possible, specification changes shall take place after consultation with the requisitioner.
5. When a low bidder proposes an alternate as “an equal” to that specified, it is the responsibility of the purchasing agent to provide the necessary information to assist the Superintendent in determining whether the proposed substitution is, in fact, an equal.

REQUESTS FOR PURCHASE

1. The following people are designated as “requisitioners”; that is, they may issue requests to their building principals or immediate supervisor for the purchase of supplies and equipment; all non-administrative staff including Department Chairpersons and Supervisors.
2. Standard supply lists of commonly used items shall be jointly developed by the purchasing agent and the appropriate requisitioners. These standard lists shall be used as a basic purchase order.
3. Items not specifically included on standard supply lists shall be purchased on the regular purchase order form.
4. The number of requests shall be kept to a minimum. They shall be submitted to conform with the purchasing schedule as established by the purchasing agent.

The following are designated as Supervisors; that is, they are authorized to issue purchase orders to the purchasing agent against stipulated segments of budgetary appropriations; Superintendent, Deputy Superintendent, Director of Instruction and Staff Development, Building Principals, Assistant Building Principal, Superintendent of Buildings and Grounds, Director of Athletics, Director of Information Services, Director of Special Programs, Summer School Principals, Director of Transportation and School

Lunch Director. Each “supervisor” shall be responsible for limiting his purchases to the amount appropriated for his unit.

### PURCHASE ORDERS

1. The purchasing agent shall prepare an annual purchasing schedule consistent with the users’ needs and the efficient functioning of the business office.
2. Purchase orders shall include the following essentials:
  - a. A specification which adequately describes to the supplier the characteristics and the quality standards of the item required.
  - b. A firm, quoted, net delivered price, whenever possible. Prices shall be shown per unit and extended.
  - c. Clear delivery instructions, including place.
  - d. Initialed by the supervisor.
  - e. Budget account code number.
  - f. Signature of purchasing agent.
3. Purchase orders shall be prepared in sets of five copies each to be used as follows:
  - a. Original, white in color, to Vendor
  - b. Copy 2, blue in color, to business office
  - c. Copy 3, pink in color, to requisitioner to be returned to business office indicating order was received satisfactorily
  - d. Copy 4, yellow in color, to school
  - e. Copy 5, goldenrod in color, to school

All purchase orders must be typewritten.



4. Confirmation Orders. A verbal order, subject to subsequent confirmation by a written purchase order, may be issued which can be handled only by this procedure.

- a. Secure a purchase order number from the Accounts Payable Clerk
- b. A confirming purchase order shall be issued immediately thereafter. This shall be marked "Confirmation" indicating the purchase order number given.

5. Open or Blanket Type Purchase Orders. An open purchase order is an unitemized order that is placed with selected vendors by the purchasing agent. It authorizes school district employees to receive immediate delivery for items of small dollar amounts. These include perishable items or items not anticipated but are needed for the continued operation of a department or program. Examples of these purchases are: cooking supplies for the Family and Consumer Science Department and plumbing and electrical supplies for the maintenance department. Other departments of the school district may also utilize the open purchase order system and thus may save time, paperwork, and assist in maintaining internal control of the budget.

An Open Purchase order is a regular purchase order issued to a selected vendor and should:

1. Be issued for a specific period of time (usually one month). The period of time during which purchases will be honored should be clearly indicated on the face of the order.
2. Be issued for a specific dollar limit (estimated for the time fixed in "a" above) with such limit clearly indicated on the purchase order.
3. Indicate the name (s) of the staff member (s) authorized to use the open purchase order.
4. Be encumbered for the authorized amount prior to release to the vendor.
5. Be reconciled through a signed delivery or sales slip for each purchase when the vendor's statement and his copies of the sales slip are received.
6. Not to be extended beyond the time period stated nor the amount authorized.

When the initial period of time for which the Open Purchase order is valid has lapsed or near expiration, another order may be issued and the process repeated. It should be

understood by all concerned that the district is not obligated to expend the full amount stated on the Open Purchase Order.

Use of Open Purchase Orders has certain advantages to the School District and to the vendor. The District can better monitor its cash flow by calling in its obligations on at least a monthly basis. the pattern of business to a particular vendor can be developed over a period of time thereby determining the need for cash in a given month to satisfy the outstanding open purchase orders. The vendor would most likely want to receive payment on a timely basis and usually no more than thirty days.

### AUDIT OF CLAIMS

1. A claim to be submitted to the auditor for approval for payment shall qualify when the following conditions are met:

- a. Bears the description and price of the items specified on the purchase order, less any allowed discounts.
- b. Is accompanied by the signature of the requisitioner or supervisor indicating that the item has been received in a satisfactory condition and in the quantity indicated.
- c. All extensions and totals have been checked for accuracy.
- d. Has the approval of the purchasing agent.

Guidelines Adopted: November 15, 1982

Guidelines Amended: January 25, 1988

Guidelines Amended: October 16, 1995

Guidelines Amended: January 28, 2002

Guidelines Amended: October 16, 2007

Guidelines Amended: November 20, 2007



|                                 |  |  |  |  |  |  |  |  |   |
|---------------------------------|--|--|--|--|--|--|--|--|---|
| <b>SECOND HAND EQUIP</b>        |  |  |  |  |  |  |  |  | a |
| <b>CERTAIN FOODS &amp; MILK</b> |  |  |  |  |  |  |  |  | a |
| <b>SOLE SOURCE</b>              |  |  |  |  |  |  |  |  | a |

a. The methods of solicitation for these types of procurements may vary depending on the circumstances encountered. The procedures will ensure that the procurement and method of seeking competition is in the best interest of the School District.

The Deputy Superintendent of Schools is authorized to open bids and record the same pursuant to law. The Superintendent of Schools is authorized to approve the awarding of all bids to the lowest responsible bidder meeting specifications. All public works contracts which require public advertising and competitive bidding shall be awarded by resolution of the Board. Recommendations for the award of all such contracts shall be submitted to the Board through the Superintendent by the Deputy Superintendent of Schools.

As a substitute for verbal and written quotes, the Deputy Superintendent is authorized to use catalogs and/or price lists, which are less than one year in age. Prices available under State contract may be used as benchmarks; that is, if a quoted price or price list is below the State contract price, no further quotes are required.

Formal bidding will be used where practical and required and as often as possible. The formal bidding price will be compared to the State contract price and the purchase will be made which serves the best interest of the school district.

Purchases shall be made through available State contracts of the Division of Standards and Purchase, only when such purchases are in the best interest of the school district.

Items must be procured efficiently and economically in order to increase the “mileage” of the educational dollar. The measure of efficient, economic purchasing is the degree to which the right items are provided in the right quantity to the right place at the right time and at the right price.

Policy Adopted: February 21, 1972  
 Policy Amended: November 15, 1982  
 Policy Amended: October 16, 1995  
 Policy Amended: May 20, 2002  
 Policy Amended: October 16, 2007  
 Policy Amended: February 10, 2010  
 Policy Amended: November 14, 2011

## NORWICH CITY SCHOOLS

### Board Policy

A209.3

A209.3

#### RELATIONS WITH VENDORS

Opportunity shall be provided to all responsible suppliers to do business with the district. To this end, the Deputy Superintendent of Schools shall develop and maintain lists of potential bidders for the various types of materials, equipment, supplies and services. Such bidders' list shall be used in the development of a mailing list for distribution of specifications and invitations to bid. Any supplier may be included in the list upon request.

Policy Adopted: February 21, 1972

Policy Amended: January 28, 2002

NORWICH CITY SCHOOLS

Board Policy

A209.4

A209.4

QUALITY OF GOODS AND SERVICES

A statement of “General Conditions”, as approved by the Board of Education, shall be included with all specifications submitted to suppliers for bidding purposes. These general conditions shall be incorporated in all contracts awarded for the purchase of materials, equipment, supplies and services.

Policy Adopted: February 21, 1972

NORWICH CITY SCHOOLS  
Board Policy

A209.5

A209.5

STATE CONTRACT PURCHASING

Purchases shall be made through available state contracts of the Division of Standards and Purchase, only when such purchases are in the best interest of the school district.

Policy Adopted: February 21, 1972  
Policy Amended: October 16, 1995

NORWICH CITY SCHOOLS

Board Policy

A209.6

A209.6

STANDARDIZATION OF SUPPLIES AND EQUIPMENT

Items commonly used in the various schools or units thereof shall be standardized whenever consistent with educational goals and in the interest of efficiency and economy.

Policy Adopted: February 21, 1972

Policy Amended: October 16, 1995



NORWICH CITY SCHOOLS

Board Policy

A209.7

A209.7

SWEATSHOP – FREE PURCHASING

The Board of Education of the Norwich City School District declares it to be the policy of the district to refrain from purchasing apparel produced or assembled in a sweatshop. To this end, the Board requires that information on labor standards including, but not limited to, employee compensation, working conditions, employee rights to form unions, and the use of child labor be considered in purchasing apparel.

Therefore, the Board authorizes the School Business Official to make a determination that a bidder on a contract for the purchase of apparel is not a responsible bidder based upon either:

1. The labor standards applicable to the manufacture of the apparel including, but not limited to, employee compensation, working conditions, employee rights to form unions, and the use of child labor; and/or
2. The bidder's failure to provide information sufficient for the Board to determine the labor standards applicable to the manufacture of the apparel.

In addition, the Board requires the School Business Official to apply these same criteria, i.e. the evaluation of labor standards and/or the failure to provide information, to apparel purchases which are not required to be competitively bid.

The district will maintain justification and documentation of any determination that an apparel bidder or vendor is not a responsible bidder.

Cross-ref: 6700, Purchasing

Ref: General Municipal Law §§103(12);104-b(6)

Policy Adopted: March 4, 2002

NORWICH CITY SCHOOLS

Board Policy

A210.1

A210.1

TAXES

The Board of Education shall levy taxes upon all property within the boundaries of the school district in a manner consistent with governing State Law and regulations.

Policy Adopted: February 21, 1972

NORWICH CITY SCHOOLS

A210.2

A210.2

Board Policy

**DEFENSE OF TAX CERTIORARI PROCEEDINGS**

I. Purpose

This policy is adopted to ensure that the Board of Education is apprised of and has the opportunity to participate in the legal defense and/or settlement of proceedings to review and reduce the assessment, for the purpose of taxation, of real property located within the District.

II. Procedure

When the district receives notice of a summons and complaint in a tax certiorari proceeding, the district will forward the notice to school attorneys for legal review. The district will file a Notice of Appearance. Further legal proceedings will be initiated pending legal and financial review. Results of each review will be forwarded to the Board of Education.

Legal Ref: §712 (2-1) Real Property Law

Policy Adopted: October 18, 2005

## NORWICH CITY SCHOOLS

A211

A211

### Board Policy

#### INVESTMENTS

1. SCOPE

This investment policy applies to all moneys and other financial resources available for investment on its own behalf or on behalf of any other entity or individual.

2. OBJECTIVES

The primary objectives of the School District's investment activities are, in priority order,

- to conform with all applicable federal, state and other legal requirements (legal);
- to adequately safeguard principal (safety);
- to provide sufficient liquidity to meet all operating requirements (liquidity); and
- to obtain a reasonable rate of return (yield).

3. DELEGATION OF AUTHORITY

The governing board's responsibility for administration of the investment program is delegated to the treasurer who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a data base or records incorporating description and amounts of investments, transaction dates, and other relevant information and regulate the activities of subordinate employees.

4. PRUDENCE

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the School District to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of

their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment, shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

A211 Board Policy (continued)

2.

5. DIVERSIFICATION

It is the policy of the School District to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

6. INTERNAL CONTROLS

It is the policy of the School District for all moneys collected by any officer or employee of the government to transfer those funds to the treasurer within five business days of deposit, or within the time period specified in law, whichever is shorter.

The treasurer is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly, and are managed in compliance with applicable laws and regulations.

7. DESIGNATION OF DEPOSITORIES

The banks and trust companies authorized for the deposit of monies up to the maximum amounts are:

| Depository Name | Maximum Amount | Officer |
|-----------------|----------------|---------|
|-----------------|----------------|---------|

8. COLLATERALIZING OF DEPOSITS

In accordance with the provisions of General Municipal Law, Section 10, all deposits of School District, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

By a pledge of "eligible securities" with an aggregate "market value" as provided by GML Section 10, equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy.

By an eligible "irrevocable letter of credit" issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.

By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims - paying ability - is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

A211 Board Policy (continued)

3.

9. SAFEKEEPING AND COLLATERALIZATION

Eligible securities used for collateralizing deposits shall be held by depository or a third party bank or trust company subject to security and custodial agreements as determined by the treasurer.

The security agreement shall provide that eligible securities are being pledged to secure the School District deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the School District to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the School District, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the School District or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the School District, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include

all provisions necessary to provide the School District a perfected interest in the securities.

10. PERMITTED INVESTMENTS

As authorized by General Municipal Law Section 11, the School District authorizes the treasurer to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Special Time Deposit accounts;
- Certificates of deposit;
- Obligations of the United States of America;
- Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America;
- Obligations of the State of New York;
- Obligations issued pursuant to LFL Section 24.00 or 25.00 (with approval of the State Comptroller) by any municipality, school district or district corporation other than the School District;

- Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general State statutes governing such entities or whose specific enabling legislations authorizes such investments.
- Certificates of Participation (COPs) issued pursuant to GML 109.b.
- Obligations of this School District, but only with any moneys in a reserve fund established pursuant to GML Sections 6-d, 6-m, or 6-n.

All investment obligations shall be payable or redeemable at the option of the School District within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the School District within two years of the date of purchase.

11. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The School District shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments which can be made with each financial institution or dealer. All financial institutions with which the School District conducts business must be credit worthy. Banks shall provide their most recent consolidated Report of Condition (Call Report) at the request of the School District. Security Dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The treasurer is responsible for evaluating the financial position and maintaining a listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually.

12. PURCHASE OF INVESTMENTS

The treasurer is authorized to contract for the purchase of investments:

- a. Directly, including through a repurchase agreement, from an authorized trading partner.
- b. By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by the governing board.
- c. By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the governing board.



All purchased obligations, unless registered or inscribed in the name of the School District, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the School District by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, Section 10.

The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for, the School District, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the School District a perfected interest in the securities.

A211 Board Policy (continued)

5 .

### 13. REPURCHASE AGREEMENTS

Repurchase agreements are authorized subject to the following restrictions:

- All repurchase agreements must be entered into subject to a Master Repurchase Agreement.
- Trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers.
- Obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America.
- No substitution of securities will be allowed.
- The custodian shall be a party other than the trading partner.

Policy Adopted: February 21, 1972

Policy Amended: October 16, 1995

NORWICH CITY SCHOOLS

Administrative Guidelines

B211

B211

INVESTMENTS

When appropriate and in accordance with General Municipal Law, the School District shall enter into the following:

THIRD PARTY CUSTODIAL AGREEMENT

THIS AGREEMENT, made and executed, this \_\_\_\_ day of \_\_\_\_, \_\_\_\_ between NORWICH CITY SCHOOLS, located in the County of Chenango, State of New York ("School District"), \_\_\_\_\_ having offices \_\_\_\_\_, New York ("Bank") and \_\_\_\_\_ having offices \_\_\_\_\_, New York ("Custodian").

WITNESSTH

WHEREAS, the School District desires to maintain or continue to maintain public deposits with the Bank;

WHEREAS, the Bank desires to obtain such deposits and to provide security therefore as required by the General Municipal Law, Banking Law and other applicable statutes;

WHEREAS, the Custodian agrees to provide safekeeping services and to hold any securities pledged by the Bank in a custodial account established for the benefit of the School District as secured party pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:

1. Schedule of Deposits and Required Security

Attached as Exhibit A hereto is a schedule of the maximum amount of the Deposits anticipated by the School District and the Bank during each school year and the Collateral Requirement to be provided by the Bank during each such school year. The obligation of the Bank to provide Eligible Collateral pursuant to this Agreement shall not be less than the Collateral Requirement shown in Exhibit "A" unless the School District and Bank, at any time during the term of this agreement, agree to amend Exhibit "A". Any such amendments to either increase or decrease the Collateral Requirement shown in Exhibit "A" shall be confirmed in writing by either party at least ten Business Days before the new Collateral Requirement becomes effective. A copy of any amendments made pursuant to this section shall be furnished to the Custodian.

2. Security Requirements

a. The Bank, to secure the timely payment of Uninsured Deposits heretofore or hereafter made by the School District, including any interest due thereon, shall provide the School District with Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. Whenever Eligible Securities are provided pursuant to this paragraph, the Bank hereby grants to the School District a pledge and security interest in and to such Eligible Securities to the custodian in the manner prescribed in section 3 of this Agreement. The security interest of the School District in Eligible Securities shall terminate upon the transfer of such Eligible Securities from the Account. Eligible Letters of Credit and Eligible Surety Bonds provided pursuant to this paragraph shall be subject to the prior approval of the School District unless the School District has approved in writing the form of an Eligible Letter of Credit or Eligible Surety Bond to be issued by a specific entity or the form of such Eligible Letter of Credit or Eligible Surety Bond is attached hereto as an Exhibit.

b. The Custodian will monthly determine the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement. If the Adjusted Market Value of such Eligible Collateral is less than the Collateral Requirement, the Custodian will so notify the Bank and the Bank shall, upon such notice, be required to provide additional Eligible Collateral having an Adjusted Market Value equal to or greater than such deficiency no later than one Business Day after receipt of such notice. If the Adjusted Market Value of the Eligible Collateral provided pursuant to this Agreement exceeds the Collateral Requirement, the Custodian, at the direction of the Bank, shall transfer securities from the Account, or in the case of other Eligible Collateral, cause or consent to a reduction in the amount thereof, to the extent of such excess.

c. The Bank may substitute Eligible Collateral ("Substitute Collateral") for any Eligible Collateral previously provided pursuant to this Agreement so long as the Substitute Collateral has an Adjusted Market Value equal to or greater than the Eligible Collateral which it will replace. The Bank shall give Written or Oral Notice thereof to the Custodian of any proposed substitution. In the event that the Custodian determines that the Substitute Collateral described in such notice consists exclusively of Eligible Securities having sufficient Adjusted Market Value, the Custodian, at the direction of the Bank, shall transfer the Eligible Securities out of the Account against delivery to the Account on the same Business Day of the Substitute Collateral. In the event the Substitute Collateral described in such notice consists of an Eligible Letter of Credit or Eligible Surety Bond, the prior consent of the School District shall be required before the Bank or Custodian may complete the substitution described in such notice unless the School District has, in writing, previously approved and consented to the form and issuer of the Eligible Letter of Credit or Eligible Surety Bond to be provided as Substitute Collateral.

d. The Custodian, to the extent not contained in the confirmation required by paragraph c of section 3 of this Agreement, shall provide the School District with a written confirmation setting forth: (1) a complete description of Eligible Collateral provided, reduced or transferred to or from the Account pursuant to this section; and (2)

the Market Value and Adjusted Market Value of such Eligible Collateral as of the date of such transaction.

3. Custody of Eligible Securities

a. The Bank and School District hereby appoint the Custodian as custodian of all Eligible Securities at any time delivered to the Custodian pursuant to this Agreement. The Custodian hereby accepts appointment as such Custodian and agrees to establish and maintain the Account and appropriate records identifying the Eligible securities as

B211 - Administrative Guidelines (continued)

3.

pledged by the Bank to the School District. The Account shall be kept separate and apart from the general assets of the Custodian and will not, in any circumstance, be commingled with or become part of the backing for any other deposit or liability of the Custodian. The Custodian, in performing its duties and responsibilities pursuant to this Agreement, shall act as Custodian for, and agent of, the School District.

b. The Bank and School District agree that Eligible Securities delivered to the Custodian for deposit in the Account may be in the form of credits to the accounts of the Custodian at the Book Entry System or a Depository or by delivery to the Custodian of physical certificates in a form suitable for transfer or with an assignment in blank to the School District or Custodian. The Bank and School District hereby authorize the Custodian on a continuous and ongoing basis to deposit in the Book Entry System or the Depositories all Eligible Securities that may be deposited therein and to utilize the Book Entry System or Depositories and the receipt and delivery of physical securities or any combination thereof in connection with its performance hereunder. Eligible Securities credited to the Account and deposited in the Book Entry System or Depositories or other financial intermediaries will be represented in accounts of the Custodian that include only assets held by the Custodian for customers, including but not limited to accounts in which the custodian acts in a fiduciary, agency or representative capacity. Eligible Securities that are not held in the Book Entry System, Depositories or through another financial intermediary will be held in the Custodian's vault and physically segregated from securities and other non-cash property belonging to the Custodian.

c. The Custodian shall provide the School District and Bank with a written confirmation on each Business Day on which Eligible Securities are transferred to and from the Account. Such confirmation shall identify the specific securities, which are the subject to the confirmation and state both the Market Value and Adjusted Market Value thereof. The Custodian shall also provide the School District and the Bank each month with a statement identifying all Eligible Securities in the Account, the Market Value and Adjusted Market Value thereof as of the date of such statement.

d. The Account shall not be subject to any security interest, lien or any right of set-off or against the Custodian.

e. With respect to all Eligible Securities held in the Account, the Custodian by itself, or through the use of the Book Entry System or the appropriate Depository, shall, unless otherwise instructed to the contrary by the Bank: (i) collect all income and other payments reflecting interest and principal on the eligible Securities in the Account and credit such amounts to the account of the Bank; (ii) forward to the Bank copies of all information or documents that it may receive from an issuer of Eligible Securities which, in the opinion of the Custodian, are intended for the beneficial owner of the Eligible Securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any Eligible Securities held by the Custodian hereunder; and (v) upon receipt of written instruction from the Bank, the Custodian will exchange eligible Securities held hereunder for other securities or cash in connection with (a) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (b) any exercise, subscription, purchase or other similar rights.

#### 4. Events of Default

In the event the Bank shall fail to pay the School District any amount of the Deposits by the School District covered by this Agreement in accordance with the terms of such Deposit, or should the Bank fail or suspend active operations, the Deposits in such Bank shall become due and payable immediately and the School District shall have the right to unilaterally demand delivery of all Eligible Securities in the Account by notice to the Custodian and to sell such

securities at public or private sale. In the event of such sale, the School District, after deducting all legal expenses and other costs, including reasonable attorneys fees, from the proceeds of such sale, shall apply the remainder towards any one or more of the liabilities of the Bank to the School District and shall return the surplus, if any, to the Bank.

#### 5. Representation and Warranties

A. Representations of the Bank. The Bank represents and warrants that:

1. it is the legal and actual owner, free and clear of all liens and claims, of all Eligible securities pledged pursuant to this Agreement;
2. the form of this Agreement was approved by its board of directors;

3. this Agreement was executed by an officer of the Bank who was authorized by the Bank's board of directors to do so and will at all times be maintained as an official record of the Bank;

4. all securities pledged pursuant to this Agreement are Eligible Securities and that all letters of credit and surety bonds obtained by the Bank in satisfaction of its obligations hereunder and of which the School District is the beneficiary are Eligible Collateral;

5. the Bank is a bank or trust company located and authorized to do business in the State of New York;

6. all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

B. Representations of the School District. The School district hereby represents and warrants that:

1. This Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against the School district in accordance with its terms;

2. The appointment of the Custodian has been duly authorized and no other action by the School District is required and this Agreement was executed by an officer of the School District authorized to do so;

3. It will not transfer, assign its interests in or the rights with respect thereto any Eligible Securities pledged pursuant to this Agreement except as authorized pursuant section 4 of the Agreement.

4. All acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

6. Concerning the Custodian

A. The Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss, damage, claim or expense arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by the Book Entry System or Depository. The Custodian may, with respect to questions of law, apply for and obtain the advice and opinion of competent counsel and shall be fully protected with respect to anything done or omitted by it in good faith and conformity with such advice or opinion. The School District and Bank agree, jointly and severally, to indemnify the Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which the Custodian may sustain or incur or which may be asserted against the Custodian by reason of or as a result of any action taken or omitted by the Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of the Custodian or any of its employees or duly appointed agencies. This indemnity shall be a continuing obligation of the School District and Bank notwithstanding the termination of the Agreement.

B. The Custodian shall not be responsible for, or considered to be the Custodian of, any security received by it for deposit in the Account until the custodian actually receives and collects such security directly or by the final crediting of the Custodian's account on the books of the Book Entry System or the appropriate Depository. The Custodian will be entitled to reverse any credits made on the School District's behalf where such credits have previously been made and the Eligible Securities are not finally collected.

C. The Bank shall pay to the Custodian such fees as may be agreed upon from time to time.

D. The Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against the Custodian in connection with this Agreement.

E. The School District's authorized officer, upon reasonable notice, shall have access to the Custodian's books and records maintained with respect to the School District's interest in the account during the Custodian's normal business hours. Upon the reasonable request of the School District, copies of any such books and records shall be provided by the Custodian to the School District or the School District's authorized officer at the School District's expense.

7. Termination

Any of the parties hereto may terminate this Agreement by giving to the other party a notice in writing specifying the date of such termination, which shall be the earlier of (i) not less than 90 days after the date of giving such notice or (ii) the date on which the Deposits are repaid in full. Such notice shall not affect or terminate the School District's security interest in the Eligible Securities in the Account. Upon termination hereof, the Bank shall pay to the Custodian such compensation as may be due to the Custodian as of the date of such termination and the Custodian shall follow such reasonable Written Instructions of the Bank and the School District concerning the transfer of custody of Eligible Securities, collateral records and other items. In the event of a discrepancy between Written Instructions of the Bank and the School District, the Custodian shall act pursuant to the School District's Written Instructions. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease.

8. Miscellaneous

A. The School District and Bank each agrees to furnish to the Custodian a new Certificate (Exhibit C) in the event that any present Authorized Person ceases to be an Authorized person and in the event that any other Authorized persons are appointed and authorized. Until such new certificate is received, the Custodian shall be fully protected in acting upon Oral or Written instructions or signatures of the present Authorized Persons.

B. Any Written Instructions or other instrument in writing authorized or required by this agreement shall be given to the Custodian and shall be sufficiently given if sent to the Custodian for regular mail to its Offices set forth on page one or at such other place as the Custodian may from time to time designate in writing.

C. Any notice or other instrument in writing authorized or required by the Agreement to be given to the Bank shall be sufficiently given if sent to the Bank by regular mail to its



Offices set forth on page one or at such other place as the Bank may from time to time designate in writing.

D. Any notice or other instrument in writing, authorized or required by this Agreement to be given to the School District shall be sufficiently given if sent to the School District by regular mail to its Offices set forth on page one or at such other Offices as the School District may from time to time designate in writing.

E. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and unenforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

F. This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.

G. This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that this Agreement shall not be assignable by any party without the written consent of the other parties.

H. This Agreement shall be construed in accordance with the laws of the State of New York without regard of law principles thereof.

## 9. Definitions

Whenever used in this Agreement the following terms shall have the following meanings:

A. "Account" shall mean the custodial account established with the Custodian for the benefit of the School District as secured party in accordance with this Agreement.

B. "Adjusted Market Value" shall be one hundred percent of Market Value except that: (1) in the case of Eligible Securities enumerated in subparagraphs (v), (vi) and (vii) of Exhibit B, the Adjusted Market Value shall be an amount equal to its Market Value divided by 0.9 if such Eligible Security is not rated in the highest rating category by at least one nationally recognized statistical rating agency, but is so rated in the second highest rating category, and an amount equal to its Market Value divided by 0.8 if such Eligible Security is not so rated in one of the two highest categories, but is so rated in the third highest rated category; (2) in the case of Eligible Securities enumerated in subparagraphs (viii), (x) and (xi) of Exhibit B, the Adjusted Market Value shall be an amount equal to its Market Value divided by 0.8; and, (3) in the case of Eligible Letters of Credit, the Adjusted Market Value shall be one hundred and forty percent of Market Value.

C. "Authorized Person" shall be any officer of the School District or Bank, as the case may be, duly authorized to give Oral Instructions or Written Instructions on behalf of School District or Bank, such persons to be designated in a Certificate substantially in the form of Exhibit "C" attached hereto, as such Exhibit may be amended from time to time.

D. "Bank" shall mean any bank as defined by the banking law of the State of New York or a national banking association located and authorized to do business in New York.

E. "Book Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering government securities.

F. "Business Day" shall mean any day on which Custodian and the Bank are open for business and on which the Book Entry system or the Depositories are open for business.

G. "Certificate" shall mean the Certificate attached hereto as Exhibit "C".

H. "Collateral Requirement" shall mean the amounts required in Exhibit "A" unless the Bank and School District agree to a different amount in accordance with the Agreement.

I. "Depository" shall include the Depository Trust Company, the Participants Trust Company and other securities, depositories, and clearing agencies (and their successors and nominees) registered with the Securities and Exchange Commission or otherwise regulated by appropriate federal or state agencies as a securities, depository or clearing agency.

J. "Deposits" shall mean all deposits by the School District in the Bank that are available for all uses generally permitted by the Bank to the School District for actually and finally collected funds under the Bank's account agreement or policies.

K. "Eligible Collateral" shall mean Eligible Securities, Eligible Letters of Credit and Eligible Surety Bonds.

L. "Eligible Letter of Credit" shall mean an irrevocable letter of credit issued in favor of the School District for a term not to exceed ninety days by either: (1) a bank (other than the bank) whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of three highest rating categories based on the credit of such bank or holding company by at least one nationally recognized statistical rating organization; or, (2) by a bank (other than the Bank) which is in compliance with applicable Federal minimum risk-based capital requirements.

M. “Eligible Securities” shall mean any securities of the types enumerated in the Schedule of Eligible Securities attached hereto as Exhibit “B”, as such Schedule may be amended by the parties in writing from time to time. Such Schedule may establish limitations pertaining to the types or amounts of Eligible Securities which may be provided pursuant to this Agreement.

N. “Eligible Surety Bond” shall mean a bond executed by an insurance company authorized to do business in the State of New York, the claims paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

O. “Market Value” shall mean, with respect to any Eligible Security held in the Account, the market value of such Eligible Security as made available to the Custodian by a generally recognized source selected by the Custodian or by the Bank or the most recently available closing bid quotation from such source plus, if not reflected in the market value, any accrued interest thereon, or, if such source does not make available a market value or a closing bid price or a particular security, the market value shall be as determined by the Custodian in its sole discretion based on information furnished to the Custodian by one or more brokers or dealers or based on information otherwise reasonably acceptable to the School District; provided however that, if agreed in writing by the parties hereto, the Bank may provide the Custodian with such Market Values. The Market Value of Eligible Letters of Credit and Eligible Surety Bonds shall be the face amount thereof.

P. “Margin Percentage” shall equal 10% percent.

Q. “Nationally Recognized Statistical Rating Organization” shall mean Moody’s, Standard and Poors, Fitch, Duff and Phelps, BankWatch and IBCA and in the case of Eligible Surety bonds, shall also include Bests.

R. “Oral Instructions” shall mean verbal instructions actually received by the Custodian from an Authorized Person or from a person reasonably believed by the Custodian to be an Authorized Person.

S. “Substitute Collateral” shall have meaning set forth in paragraph c of Section 2 of this Agreement.

T. “Uninsured Deposits” shall mean that portion of the School District’s Deposits with the Bank which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.

U. “Written Instructions” shall mean written communications actually received by the Bank or the Custodian from an Authorized Person or from a person reasonably believed by the Bank or the Custodian to be an Authorized Person by a computer, telex, telecopier or any other system whereby the receiver of such communications is able to verify by

codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, as of the day and year first above written.

Norwich City School District

By: \_\_\_\_\_ By: \_\_\_\_\_  
President

By: \_\_\_\_\_

Date: \_\_\_\_\_

Guidelines Adopted: October 16, 1995  
Guidelines Amended: October 16, 2007

(Exhibits Follow)

**EXHIBIT A**

OPTION A

Schedule of Anticipated Deposit and Collateral Requirements

| Month     | Maximum Amount of Anticipate Uninsured Deposits | Amount of Collateral Required |
|-----------|---|-------------------------------|
| January   |   |                               |
| February  |   |                               |
| March     |   |                               |
| April     |   |                               |
| May       |   |                               |
| June      |   |                               |
| July      |   |                               |
| August    |   |                               |
| September |   |                               |
| October   |   |                               |
| November  |   |                               |
| December  |   |                               |

OPTION B

Collateral Requirement

On any Business Day that the School District has Uninsured Deposits in the Bank, the Bank, in accordance with paragraph b of section 2 of this Agreement, agrees to deliver or cause to be delivered to the Custodian for deposit in the Account Eligible Collateral having an Adjusted Market Value equal to the Collateral Requirement. For purposes of this Agreement, Collateral Requirement shall mean the amount of such Uninsured Deposits times the Margin Percentage, if any.

**EXHIBIT B**  
**Schedule of Eligible Securities**

\_\_\_\_\_ (i) Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.

\_\_\_\_\_ (ii) Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the InterAmerican Development Bank, the Asian Development Bank and the African Development Bank.

\_\_\_\_\_ (iii) Obligations partially insured or guaranteed by any agency of the United States of America at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.

\_\_\_\_\_ (iv) Obligations issued or fully insured or guaranteed by the State of New York, obligation issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.

\_\_\_\_\_ (v) Obligations issued by state (other than State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

\_\_\_\_\_ (vi) Obligations of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

\_\_\_\_\_ (vii) Obligations of counties, cities and other government entities of a state other than the State of New York having the power to levy taxes that are balanced by the full faith and credit of such government entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

\_\_\_\_\_ (viii) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.

\_\_\_\_\_ (ix) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by bank regulatory agencies.

\_\_\_\_\_ (x) Commercial paper and bankers' acceptances issued by a bank other than the Bank rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.

\_\_\_\_\_ (xi) Zero coupon obligations of the United States government marketed as "Treasury Strips".

EXHIBIT C

Certificate of Authorized Persons

Ref: General Municipal Law Section 39  
Adoption Date: 11/11/93

Appendix A

Schedule of Securities



# NORWICH CITY SCHOOLS

## Board Policy

A212.

A212.

### NORWICH HIGH SCHOOL ALUMNI SCHOLARSHIP LOAN FUND

The Board of Education hereby formalizes its support for the Norwich High School Alumni Scholarship Student Loan Fund. The purpose of the Fund shall be to assist graduates of Norwich High School with financial obligations connected with any form of advanced education. As well, monies from the Fund may be made available to High School seniors wishing to enroll in advanced education courses such as Syracuse University Project Advance.

The High School Principal, Assistant High School Principal and Deputy Superintendent of Schools shall supervise the Fund. Management of the financial resources of the Fund shall rest with the Deputy Superintendent of Schools. An annual audit of the Fund shall be conducted and the results made available to the Fund supervisors and the Board of Education.

|                 |                    |
|-----------------|--------------------|
| Policy Adopted: | September 18, 1972 |
| Policy Amended: | November 15, 1982  |
| Policy Amended: | November 19, 1984  |
| Policy Amended: | June 19, 1989      |
| Policy Amended: | November 18, 1996  |
| Policy Amended: | January 28, 2002   |

NORWICH CITY SCHOOLS

Administrative Guidelines

B212.

B212.

NORWICH HIGH SCHOOL ALUMNI SCHOLARSHIP LOAN FUND

The Norwich High School Alumni Scholarship Loan Fund will be operated in accordance with the provisions stated here and further provisions included in the loan application and attached loan agreement.

1. All applicants must be graduates of Norwich High School and file appropriate loan applications. However, seniors wishing to enroll in advanced education courses such as SUPA may also apply.
2. The loan agreement must be completed and signed by the required individuals.
3. Schedules of repayment will be established by the School District Business Office.
4. Materials relating to the loan application and loan agreement may be obtained from the High School Student Services Office or the School District Business Office.
5. THE MAXIMUM CUMULATIVE LOAN TO A STUDENT MAY NOT EXCEED \$1,000.00.
6. Loans will be made available in accordance with available funds.

|                     |                    |
|---------------------|--------------------|
| Guidelines Adopted: | September 18, 1972 |
| Guidelines Amended: | November 15, 1982  |
| Guidelines Amended: | November 19, 1984  |
| Guidelines Amended: | June 19, 1989      |
| Guidelines Amended: | November 18, 1996  |
| Guidelines Amended: | January 28, 2002   |

NORWICH HIGH SCHOOL ALUMNI SCHOLARSHIP LOAN FUND AGREEMENT

Date: \_\_\_\_\_

I hereby apply for a loan of \$ \_\_\_\_\_ from the Norwich High School Alumni Scholarship Loan Fund for the purpose of helping to defray my expenses at (college) \_\_\_\_\_ (address) \_\_\_\_\_ (expected Date of Graduation) \_\_\_\_\_

The check is to be sent to: Payable to \_\_\_\_\_ Address \_\_\_\_\_ Date Money Needed \_\_\_\_\_

I hereby agree to begin to repay the above sum to the Norwich High School Alumni Scholarship Loan Fund according to the following schedule:\*\*\*

1. I shall have the option to repay this loan interest-free within one year after graduation .Interest at the rate of 10% per annum, computed quarterly, will be charged at the expiration of such one year period.
2. I shall repay this loan immediately upon leaving, as a full-time student, an educational institution prior to graduation. Interest at the rate of 10% per annum, computed quarterly, will be charged from date of such departure from the educational institution.
3. All the payments shall be first applied to pay interest due, any payment greater than the interest due shall be applied to reduce the principal.
4. I agree to repay the loan according to the schedule provided me.
5. If at any time I fail to answer a status questionnaire, my loan will become due and payable immediately.

\*\*\* Norwich High School seniors receiving a loan for purposes of enrollment in an advanced education course such as Syracuse Project Advance will make complete repayment prior to their High School Graduation unless unusual circumstances exist.

Signed by Student. \_\_\_\_\_ Address \_\_\_\_\_ Phone # \_\_\_\_\_ Social Security No. \_\_\_\_\_ Date of Birth \_\_\_\_\_

I, the undersigned, in consideration of the above loan to \_\_\_\_\_, hereby agrees to repay said sum of \$ \_\_\_\_\_ with interest as prescribed, should the same not be paid in accordance with the above Loan Agreement.

Signed by Parent/Guardian \_\_\_\_\_

Address \_\_\_\_\_  
Phone # \_\_\_\_\_ Social Security No. \_\_\_\_\_ Date of Birth \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

\_\_\_\_\_  
Notary Public

Approved by Trustee \_\_\_\_\_ Trustee \_\_\_\_\_

APPLICATION TO NORWICH HIGH SCHOOL ALUMNI SCHOLARSHIP LOAN FUND

Date \_\_\_\_\_

Eligibility Criteria

In order to grant loans in an equitable manner, the trustees of the Fund will consider the granting of loans based on the following criteria:

1. The individual's financial need.
2. The scholastic record of the individual related to the educational program desired.
3. The financial integrity of the co-signer may also be considered.

Financial Criteria

1. Applicant's total resources beyond this loan for the year in which the loan is requested.
  - a. Name \_\_\_\_\_
  - b. Family Support \$ \_\_\_\_\_
  - c. Scholarships or Grants \$ \_\_\_\_\_
  - d. Other Loans \$ \_\_\_\_\_
  - e. Individual's own resources \$ \_\_\_\_\_
2. Co-signer's financial resources.
  - a. Name \_\_\_\_\_
  - b. Total annual income \$ \_\_\_\_\_
  - c. Place of Employment \_\_\_\_\_

ALL INFORMATION PROVIDED WILL BE MAINTAINED IN CONFIDENCE. NOT PROVIDING INFORMATION ABOUT THE CO-SIGNER WILL HAVE AN EFFECT ON GRANTING THE LOAN.

THE MAXIMUM CUMULATIVE LOAN TO A STUDENT MAY NOT EXCEED \$1,000.00.

Loans are approved within a 20 day period. In order to be approved they must be submitted by the first of each month; completed applications and loan agreements should be returned to:

DEPUTY SUPERINTENDENT OF SCHOOLS  
Norwich City School District  
19 Eaton Avenue  
Norwich, N.Y. 13815

## NORWICH CITY SCHOOLS

### Board Policy

A213.1

A213.1

### GIFTS TO THE SCHOOL DISTRICT

Gifts, scholarships and grants of cash or in-kind contributions are gratefully received by the School System. Acceptance of gifts will, however, be subject to approval by the Board of Education or Superintendent according to the following criteria:

1. Appropriateness of the gift to the general purposes of the school system;
2. Costs to the district of operating or maintaining any gift or activity related to the donation;
3. Impact of the gift on present school operation;
4. Special requirements or wishes of the donor.

Generally, gifts, scholarships and grants in cash or in-kind contributions with an estimated value in excess of five hundred dollars (\$500.) will be accepted by the Board of Education. Donations with an estimated value less than five hundred dollars (\$500.) can be accepted through the Superintendent of Schools.

Policy Adopted: June 19, 1978

Policy Amended: February 16, 1979

Policy Amended: February 24, 1997

# NORWICH CITY SCHOOLS

## Administrative Guidelines

B213.1

B213.1

### GIFTS TO THE SCHOOL DISTRICT

In order to assure appropriate handling of proposed gifts to the School District by individuals, groups or organizations, the Board will utilize the following procedures in acting upon proposed gifts:

1. A gift proposal may be communicated at a regular Board of Education meeting by the donor or by the Superintendent, Board Member, or other person in behalf of the donor.
2. The President of the Board of Education will acknowledge receipt of the gift offer and will refer the request to the Superintendent and/or Committees of the Board for their review and recommendations regarding the appropriateness of the proposed gift according to the criteria for evaluation specified in the Board Policy.
3. Considering the recommendation of the Superintendent and/or Board of Education Committees and other pertinent information, the Board will take official action on the proposed gift at the regular meeting following the meeting at which the offer of the gift was made.
4. In the event that time restrictions or other factors require immediate consideration of the offer of gift, Board action may be taken at the meeting at which the offer is made with approval of two-thirds of the total Board membership.

Guidelines Adopted: June 19, 1978

Guidelines Amended: February 26, 1979

Guidelines Amended: February 24, 1997



NORWICH CITY SCHOOLS

Board Policy

A213.2

A213.2

GIFTS TO STAFF MEMBERS

Pupils, parents, and other patrons of the District shall be discouraged from the routine presentation of gifts to district employees.

When a pupil feels a spontaneous desire to present a gift to a staff member, the gift shall not be elaborate or unduly expensive.

The Board shall consider as always welcome, and in most cases more appropriate than gifts, the writing of letters to staff members expressing gratitude or appreciation.

This shall not be interpreted as intended to discourage acts of generosity in unusual situations, and simple remembrances expressive of affection or gratitude shall not be regarded as violations of this policy (A110).

The above shall be within the Code of Ethics Policy of the Board of Education.

Policy Adopted: September 18, 1972

## NORWICH CITY SCHOOLS

### Board Policy

A213.3

A213.3

#### MATERIALS FEES

There shall be no charge to students for instructional materials which are part of any required course of instruction. Students will, however, be charged for materials used or consumed in courses of study which extend beyond basic requirements. As well, the provision of certain fundamental supplies, e.g., pencils, paper, etc., will be the responsibility of students and parents.

In those cases where charges are made they shall be made consistent with the following guidelines:

1. Charges shall be based on school district costs and shall be levied only for those materials which become a part of a “finished product”.
2. Charges shall be made only in cases where the “finished product” becomes the property of the student.

Policy Adopted: February 21, 1972

Policy Amended: November 15, 1982

NORWICH CITY SCHOOLS

Board Policy

A213.4

A213.4

LOSS OR DAMAGE THROUGH NEGLIGENCE

Students shall be responsible for the cost of replacing any materials or property which are lost or damaged through negligence of the students.

Policy Adopted: February 21, 1972

# NORWICH CITY SCHOOLS

## Administrative Guidelines

B213.4

B213.4

### LOSS OR DAMAGE THROUGH NEGLIGENCE

Students and/or parents shall be responsible for materials or property lost or damaged through negligence by the student, according to the following:

#### **1. PRINT OR NON-PRINT MATERIALS**

##### A. General Materials

1. Damaged—A title will be considered damaged if it was in reasonably good condition when issued and was damaged beyond reasonable wear to the extent that it could not be reissued to another student.
2. Replacement Value – As stated in current vendor price list or similar source. If lost or damaged material is out of print or no longer available, replacement value shall be set at the cost of a comparable title.
3. Receipts to the student will be issued by the principal's office or library.

##### B. Textbooks

Students will be charged for lost or damaged books at the rate of replacement value for the first year of use, and 20% reduction for each subsequent year of use.

##### C. Library Materials

1. Damaged—A title will be considered damaged if it was in reasonably good condition when issued and was damaged beyond reasonable wear to the extent that it could not be reissued to another student.
2. Replacement Value – As stated in current vendor price list or similar source. If lost or damaged material is out of print or no longer available, replacement value shall be set at the cost of a comparable title.
3. Receipts to the student will be issued by the principal's office or library.

#### **2. PROPERTY**

1. Students will be charged for damage to property (buildings, buses, equipment, etc.) at the rate of the actual repair to the school property.
2. Students will be charged for loss of property at the replacement value.

3. Receipts will be issued by the principal's office with the money forwarded immediately to the District Treasurer.

Policy Adopted: February 21, 1972

Administrative Guidelines Amended: June 13, 2011

NORWICH CITY SCHOOLS

Board Policy

A213.5

A213.5

SCHOOL CALENDAR

The school calendar adopted annually by the Board of Education will ordinarily provide for more than the minimum number of days of instruction required by law.

In a regular meeting the Board shall adopt the school calendar for the ensuing year. The Superintendent shall submit a proposed calendar to the Board in advance of the meeting.

Legal Reference: Education Law  
Section 3204 Instruction required

Policy Adopted: September 18, 1972

NORWICH CITY SCHOOLS

Board Policy

A213.6

A213.6

EMERGENCY SCHOOL CLOSINGS

The Board authorizes the Superintendent of Schools to close the schools in the event of hazardous weather or other emergencies which present threats to the safety of students, school staff members, or school property.

Policy Adopted: September 18, 1972

## NORWICH CITY SCHOOLS

### Board Policy

A213.7

A213.7

#### FREE MATERIALS DISTRIBUTION IN SCHOOLS

Commercial organizations offer many materials for use by teachers in the classroom. Some of these materials are of high educational value with little or no advertising emphasis. Other materials are primarily advertising and have only limited educational value.

In general, supplementary printed materials from commercial, political, religious, or other non-school sources, should have the approval of the Superintendent before being used in the schools. This approval may be given to materials which are of obvious educational quality, which supplement and enrich text and reference book materials for definite school courses, which are timely and up-to-date, and which support American democratic ideals and moral values.

Advertising materials of commercial, political, or religious nature should not be displayed or distributed to the schools or on the school grounds. Pupils may not be used as agents for distributing non-school materials to the homes without the approval of the Superintendent.

Teachers may use special aids (non-printed materials) such as models, cuts, films, slides, pictures, charts and exhibits for educational purposes with the approval of the principal though such material may bear the name of a commercial business firm which may have provided the aid.

Educational films secured from or through commercial sources shall be approved by the principal prior to their use in the schools.

Policy Adopted: September 18, 1972

Policy Amended: October 16, 2007



## NORWICH CITY SCHOOLS

### Board Policy

A213.8

A213.8

#### ADVERTISING IN THE SCHOOLS

The buildings and grounds of the School District shall not be used for advertising or otherwise promoting any commercial, political or non-school agency, individual or organization.

Notwithstanding the above policy position, the Superintendent of Schools is hereby authorized to approve activities, events and performances and the distribution of materials and information which, in his/her opinion, promote the educational interests of students and School District residents, yet note sponsorship and/or provide recognition for individuals and/or organizations making such activities, events, performances, materials and information possible.

Nothing within this policy shall be construed so as to prevent advertising in school publications which are published by student organizations.

Policy Adopted: September 18, 1972

Policy Amended: January 14, 1991

NORWICH CITY SCHOOLS

Board Policy

A213.9

A213.9

EMERGENCY DRILLS

All employees of the School System are responsible for doing everything in their power to promote the safety of all students at all times.

The Superintendent shall require building principals to maintain working regulations and procedures for fire, civil defense, and other emergencies, according to State statutes.

Every effort shall be made to maintain the fire alarm system, regular and emergency exits of all buildings, fire prevention measures, and a sensitivity among pupils and employees the importance of smooth working emergency procedures.

Legal Reference: Education Law  
Section 807 Fire Drills  
Section 3623 School Buses (drills)

Policy Adopted: September 18, 1972

NORWICH CITY SCHOOLS

Board Policy

A214.1

A214.1

MEDICAID COMPLIANCE

It is the policy of the Board of Education that all School District's practices regarding Medicaid claims for services be in compliance with all applicable federal and State laws and regulations. To prevent, detect, and report incidents of Medicaid fraud and abuse, the School District is required to develop and implement an effective Compliance Program. The Administration shall develop such a program to meet the requirements of applicable law and regulations.

Reference: New York State Public Health Law §32.  
New York State Social Services Law §363-d  
New York State Regulations 18 NYCRR § 521.3

Policy Adopted: December 9, 2009

# NORWICH CITY SCHOOLS

## Administrative Guidelines

B214.1

B214.1

### MEDICAID COMPLIANCE

#### **MEDICAID COMPLIANCE PROGRAM CODE OF CONDUCT**

In a Medicaid in Education Alert dated February 21, 2007, from the New York State Office of the Medicaid Inspector General, the following was stated:

*. . . Effective immediately, no Medicaid claims should be submitted for payment, regardless of the service periods, which do not comply with the requirements contained in the letter [from the NYS Education Department entitled Medicaid Reimbursement Billing Requirements]. Failure to comply with these requirements will put such claims at risk for disallowances as well as the U.S. Department of Justice potentially charging federal False Claims Act violations against the school district, county or 4201 school. False Claims Act penalties range from a minimum, of \$5,500 to \$11,000 “per claim” in addition to three times the amount of each claim as well as attorneys’ fees and costs.*

The School District has an obligation to exercise diligence, care, and integrity when submitting Medicaid claims for payment for services rendered. Honest, fair, and accurate billing practices shall be maintained.

Employees, non-employees and contractors involved in the provision of, or claiming federal Medicaid financial compensation or reimbursement for, school and preschool supportive health services are required to conform their conduct to the governing federal and State statutes and regulations. Failure to do so may result in adverse consequences to them.

Medicaid claims shall be submitted only for necessary services provided, as supported by appropriate documentation. Billings should not be duplicated to create overpayment. Proper and timely documentation of services provided must be maintained. Claims will be considered only when such documentation is maintained and available for review.

Compensation for any employee or service provider shall not include any financial incentive to make claims. No employee or service provider will knowingly and willfully offer, pay, solicit or receive any remuneration, directly or indirectly, in return for referrals or to induce referrals, or to arrange for or recommend goods, facilities, services or items for which payment may be made under the Medicaid program.

Services will not be billed unless the provider has certified that the services were provided, and appropriate documentation completed in compliance with federal and State laws, regulations, and School District guidelines.

When a provider submits such certification, the provider is certifying that there is supporting documentation to support the claim and that: (1) all services reported were personally provided or personally supervised; (2) such services were necessary and appropriate; and (3) the rendering of such services, the coding or charging for these services, and the documentation of such services have all been performed in accordance with federal and State laws and regulations and School District guidelines.

Speech services may not be billed unless those services are provided by a licensed speech pathologist or provided under the direct supervision of a qualified speech pathologist. Any individuals working under the direction of a qualified speech pathologist must be given contact information to enable them to directly contact the supervising speech pathologist as needed during treatment.

Transportation may not be billed unless the provider can clearly document the child's attendance on the vehicle for eligible services on the specific day being billed. Counseling services may not be billed unless provided by a professional whose credentials allow that same service outside of school.

The School District will attempt to ensure that all claims for services are accurate, properly documented, and correctly identify the services performed or provided. All employees and service providers are required to report suspected fraud or abuse or other non-compliance problems. Failure to report suspected problems, assisting or participating in fraud, abuse or other non-compliant behavior, or encouraging, directing, permitting or facilitating such activities whether actively or passively will result in disciplinary action.

Suspected fraud, abuse or other non-compliance problems must be reported to the immediate supervisor, unless the immediate supervisor is suspected of being involved in the issue. In that case, the report should be made to the next higher level supervisor not suspected of being involved. If the supervisor is not available, the report should be made to the next higher-level supervisor. If the suspected violation is on an organization-wide level or by the Administration, the report should be made to the President of the Board of Education.

Monies obtained from any federal or State funded healthcare programs that clearly represent overpayments are monies which must be returned promptly.

### **SCHOOL DISTRICT COMPLIANCE OFFICER**

Responsibility for monitoring the School District's Compliance Program shall be vested in Robert Wightman , Norwich City Schools, 89 Midland Drive, Norwich, NY 13815.

The duties of the Compliance Officer shall include, but not be limited to:

- a.** overseeing and monitoring compliance activities;
- b.** reporting regularly to the Superintendent and periodically to the Board of Education;
- c.** establishing procedures to improve efficiency and to reduce vulnerability to fraud, abuse and waste;
- d.** ensuring that the Compliance Program is implemented and evaluated periodically;
- e.** developing, coordinating, and participating in a multifaceted educational and training program that focuses on elements of the Compliance Program, and seeks to ensure that all appropriate employees and service providers, administrators and Board of Education members are knowledgeable of, and compliant with, pertinent federal and State requirements;
- f.** educational and training programs shall occur periodically and shall be made a part of the orientation for any new employee, service provider, administrator, and Board of Education member;
- g.** coordinating internal and external auditing of all compliance requirements on a periodic basis;
  
- h.** establishing and administering a reporting system that is available to report any suspected illegal conduct or other conduct that violates applicable law, regulation, or School District guidelines;
- i.** developing and publishing notices that encourage the reporting of all suspected fraud and other improprieties without fear of retaliation;
- j.** investigating any report or allegation concerning possible unethical or improper business practices and monitoring subsequent action and compliance;
- k.** monitoring any and all fraud alerts issued by the Office of the Medicaid Inspector General;
- l.** monitoring the website of the Office of the Medicaid Inspector General for Compliance Program guidelines, including any Compliance Program template, and revising the School District's Compliance Program if necessary; and
- m.** during the month of December of every school year certify, using a form provided by the Office of the Medicaid Inspector General on its website if one is available, that an effective compliance program meeting the requirements of the regulations is in place.

### **STATE COMPLIANCE OFFICER**

1. Any employee who believes that any practice or billing procedure related to Medicaid reimbursement of school or preschool supportive health services is inappropriate, may send information concerning such practice or billing procedure in writing to the State Compliance Officer by U.S. mail, courier service, e-mail or facsimile transmission. The address, phone numbers, and fax number of the State Compliance Officer are: State Compliance Officer, Bureau of Allegations and Complaints, 800 North Pearl Street, Albany, NY 12204, Toll Free: 1-877-873-7283; Phone: 518-473-3782; Fax: 518-486-7192. Disclosure may be made anonymously. Any verbal communication of any such allegation will not be sufficient to require any further action to be initiated under the Confidential Disclosure Policy procedures set forth below.

2. The State Compliance Officer will send any disclosures to the relevant State agency and to the implicated local school district, if any. If the State Compliance Officer is aware of the employee's identity, it will not be revealed to any other person without the employee's written consent, provided by U.S. mail, courier service, e-mail or facsimile transmission.

3. The relevant State agencies and the School District shall undertake a review of the practice described in the disclosure without attempting to uncover the identity of the complaining employee and shall determine: (a) whether the allegations are credible, (b) whether any federal or State statute, regulation or policy pertaining to any practice or billing procedure related to Medicaid reimbursement of school or preschool supportive health services has been violated, and (c) whether any such violation is systemic or was limited to one or a small number of cases.

4. The relevant State agencies and the School District shall address any violation found during the review, whether systemic or limited, in a manner designed to avoid a similar violation in the future and to remedy the effect of the violation in the cases in which it was found to have occurred. If the review determines the violation was systemic, the relevant State agencies and the School District shall take all steps necessary to identify the cases in which the violation occurred and then to remedy the effect of the violation in those cases.

5. Within 90 days of receiving notice from the State Compliance Officer of the information provided by an employee, the relevant State agencies and the School District shall: (a) complete the review of such allegations and any remedial plan required as a result of such review and (b) provide to the State Compliance Officer a written description of the review, the remedial plan and all actions taken pursuant to such plan. In the event the relevant State agencies and the School District determine the allegations are not credible, the written response shall describe the bases for such determination. The written document shall identify the individual(s) at the relevant State agencies and the School District who were responsible for approving the review, the remedial plan and all action taken pursuant to such plan, including the name, job title, telephone number, mailing address, e-mail address and fax number of the person(s) who took such action.

6. If the State Compliance Officer is not satisfied with the review, the remedial plan, or the actions taken pursuant to such plan, the State Compliance Officer may discuss the matter with the relevant State agencies and the School District to resolve these concerns. In addition, the State Compliance Officer may request that the Audit Unit of Department of Health's Division of Administration undertake an audit to determine: (a) whether a violation occurred; (b) whether any such violation has been remedied; and (c) whether the remedial action is sufficient to prevent similar violations in the future.

7. In the event the employee's identity becomes known to a State agency or the School District, or to an employee of such agency or School District, no adverse employment action of any type shall be taken against such employee because information was provided to the State Compliance Officer or to a person conducting a review of the disclosure.

8. The relevant State agencies and the School District shall include in every training any of them provides (a) a description of the Confidential Disclosure Policy procedures described above; (b)



the name, mailing address, e-mail address and fax number of the State Compliance Officer and School District Compliance Officer; and (c) an assurance that no adverse employment action of any type will be taken against an employee because information was provided to the State Compliance Officer and School District or to a person conducting a review concerning alleged inappropriate practices or billing procedures related to Medicaid reimbursement of school or preschool supportive health services.

### **EDUCATION AND TRAINING**

The School District's Compliance Program requires compliance and ethics training for all employees and service providers associated with Medicaid services and claims. This training will emphasize the School District's commitment to compliance with all federal and State laws, regulations, and guidelines. This training will be conducted on an annual basis to ensure all such employees and service providers fully comprehend the implications of failing to comply with the School District's Compliance Program.

Mandatory training will include compliance, prevention of fraud and abuse, whistleblower protections, ethical standards, confidentiality, and conflicts of interest. All affected employees and service providers must attend an initial training session following hire and participate in ongoing, routine training sessions thereafter as required. As new developments or concerns arise, the Compliance Officer may require additional training sessions.

All compliance training must be documented. The Compliance Officer will maintain all such documentation signed by those attending any training session. All affected employees and service providers must sign an Acknowledgement Form at initial training, and thereafter when any updates of those documents are received.

Education and training will cover the School District's Compliance Program, and will reinforce the requirement that strict compliance with the Compliance Program is a condition of employment. Employees will be informed that failure to comply with the Compliance Program may result in disciplinary action up to and including termination. In addition to compliance and ethics training, the need for periodic continuing education, which may be required by law or regulations, will be provided for affected personnel.

The School District will post in common work areas and other prominent places a notice reminding all affected individuals of the School District's commitment to compliance with all federal and State laws and regulations regarding Medicaid claims and services.

#### **COMMUNICATION - ACCESS TO COMPLIANCE OFFICER**

An open line of communication between the Compliance Officer is critical to the successful implementation and operation of the Compliance Program. Accordingly, there is an open-door, confidential, complete anonymity, non-retribution assurance to all employees, service providers administrators, and Board of Education members to encourage good faith reporting of potential compliance issues.

Reports that suggest violations of the Compliance Program will be maintained by the Compliance Officer in a log and will be investigated promptly by the Compliance Officer to determine their validity. The Compliance Officer will report the findings to the Superintendent and Board of Education for possible further investigation of and possible corrective action regarding each compliance issue.

Identifying and reporting compliance issues may also be made directly to the New York State Department of Health or the Office of the Medicaid Inspector General.

The School District will not penalize, discriminate, or retaliate against anyone who in good faith discloses a practice that violates any law, regulation, or guideline, initiates, cooperates or participates in an investigation, or objects to or refuses to participate in any activity, policy or practice that violates any law, regulation, or guideline.

## **INVESTIGATING, REPORTING AND CORRECTING IDENTIFIED PROBLEMS**

Any and all reports of violations of the School District's Compliance Program regarding Medicaid claims and services will be investigated. The Compliance Officer or designee will conduct an investigation. The investigation will be done promptly and will be conducted under advice of legal counsel as deemed necessary. The purpose of the investigation will be to determine if any violation has occurred. If a violation has occurred, steps will be taken promptly and thoroughly to remedy the violation. The investigation may include interviews, review of relevant documents, and any other information deemed necessary to conduct a thorough investigation. Outside auditors or legal counsel may be retained to assist when deemed necessary. If at the completion of the investigation disciplinary action is required, discipline will be imposed in accordance with applicable law, regulation, and collective bargaining agreement. Law enforcement will also be informed if the conduct may have violated criminal law.

The Compliance Officer will direct that appropriate correction action be taken to prevent similar violations of the Compliance Program from recurring. Any issue for which corrective action was directed to be taken shall be specifically targeted for monitoring and review in future audits.

### **DISCIPLINARY ACTION**

Failure to comply with the Compliance Program may result in disciplinary action. Discipline may include:

- discipline of individuals who fail to report known non-compliant conduct;
- discipline of individuals involved in non-compliant conduct;
- discipline of individuals involved in encouraging, directing, facilitating, or permitting either actively or passively non-compliant behaviors;
- discipline of supervisors if the misconduct reflected poor supervision or lack of diligence;
- discipline of individuals who intentionally make false statements.

Discipline may include termination of employment.

### **AUDITING AND MONITORING**

The Compliance Program requires a thorough monitoring of its implementation. Annual audits will be performed. Audits will be internal and, as appropriate, external. Audits will be designated and implemented to ensure compliance with the Compliance Program and all applicable federal and State laws and regulations and School District guidelines.

Zero tolerance of fraud and abuse is the main goal of the Compliance Program. In attempting to ensure this goal, compliance audits will include:

- internal reviews;
- interviews with personnel involved in Medicaid services and claims, management, operations, billing, and other related activities; and
- review of written materials and documentation utilized in Medicaid services and claims;
- identification of compliance risk areas specific to the provider type, self-evaluation of such risk areas, credentialing of providers and persons associated with providers, mandatory reporting, governance and quality of care of medical assistance program beneficiaries.

Formal audit reports will be prepared and submitted to the Compliance Officer, the Superintendent, and the Board of Education to ensure that the School District is aware of the results and can take appropriate steps to correct problems and prevent them from recurring. The audit reports will specifically attempt to identify areas where corrective action is needed. Subsequent audits or studies will be used to ensure that the recommended corrective actions have been effectively implemented.

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