

Success for
Every Student,
Every Day



**Appleton Area School District
Operational Expectations Monitoring Report
OE-7 Asset Protection**

SUPERINTENDENT CERTIFICATION:

With respect to Operational Expectations Policy 7, Asset Protection, I certify the proceeding interpretations and indicators to be accurate and complete and reasonable.

Compliant

Compliant with the exceptions noted

Non-Compliant

Executive Summary/Analysis:

The interpretations and indicators, as submitted below, will provide evidence to the Board that the District's assets are maintained and protected. Indicators reflect legal and state department requirements, when appropriate. In other instances, indicators are informed by best practice. While monitoring will largely be accomplished through internal reporting, it will also incorporate external audits and board inspection.

Notes or exceptions, if any:

The District is in compliance with OE-7 except for two points in section 7.4. and the survey in 7.9.

- We have not completed any formal Disaster Recovery or Network Penetration Testing. We have had successful recoveries of non-functional applications and use 3rd party scanners to monitor our network vulnerability.
- We do not currently have any offsite storage. We have a new tape drive that is not yet functional, but when it is, will make us compliant with this indicator.
- We did not complete the survey referenced in 7.9.

Signed: _____ Date: _____
Superintendent

BOARD ACTION:

With respect to Operational Expectations Policy 7, Asset Protection, the Board:

___ **Compliant**

___ **Compliant with the exceptions noted**

___ **Non-Compliant**

Commendations and/or Recommendations, if any:

Signed: _____ Date: _____
Board President

Document submitted: _____

Re-submitted: _____

OE-7: Asset Protection	Superintendent	
The Superintendent will assure that all district assets are adequately protected, properly maintained, appropriately used and not placed at undue risk.	In Compliance	Not In Compliance
SUPERINTENDENT Interpretation: The Board values good stewardship including the care for, use of, and protection of district property and therefore expects the superintendent to proactively ensure that this occurs.		

- **District assets** shall mean all tangible personal property and intellectual property (including information technology systems) having a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds \$10,000 unless purchased with federal dollars, then the per-unit acquisition cost equals or exceeds \$5,000.
- **Adequately protected** shall mean insured for 100% replacement value.
- **Properly maintained** shall mean serviced and repaired on a regular basis to remain in good operating condition.
- **Appropriately used** shall mean in compliance with operating guidelines established by the manufacturer.
- **Not placed at undue risk** shall mean safe from actions that would cause District assets to be harmed or damaged or create an unsafe environment.

OE – 7.1 The Superintendent will maintain property and casualty insurance coverage on district property with limits equal to 100% of replacement value.

In Compliance

Not In Compliance

SUPERINTENDENT Interpretation:

- **Property** shall mean facilities, vehicles, equipment, and materials with an insurable risk.
- **Casualty insurance** shall mean coverage to protect the District and its employees resulting from an accident, mishap, or disaster.
- **100% of replacement value** shall mean the ability to replace and make whole property losses experienced by the District subject to any and all deductibles.

SUPERINTENDENT Indicators of Compliance:

We will know we are compliant when:

- Copies of invoices and payments reflect that the District purchased and received the coverage declarations for property and casualty insurance equal to 100% of replacement value.

X

SUPERINTENDENT Evidence of Compliance:

Attached [here](#) is a summary of our property and liability insurance.

Board Comments:		
OE - 7.2 The Superintendent will maintain both Errors and Omissions and Comprehensive General Liability insurance coverage protecting board members, staff and the district itself in an amount that is reasonable for school districts of comparable size and character.	In Compliance	Not In Compliance
SUPERINTENDENT Interpretation: <ul style="list-style-type: none"> ● Errors and Omissions insurance shall mean protection for board members and staff who make a mistake in performing their duties in good faith and results in harm to the District. ● Comprehensive General Liability insurance shall mean protection for the district against claims by third parties. ● Amount that is reasonable shall mean in accordance with amounts recommended by insurance carrier and verified by a second carrier or consultant. ● Comparable size and character shall mean other school districts with a similar setting (urban/suburban), numbers of students, and demographics. 		
SUPERINTENDENT Indicators of Compliance: We will know we are compliant when: <ul style="list-style-type: none"> ● Copies of invoices and payments reflect that the district has purchased and received the coverage declarations for Errors and Omissions and Comprehensive General Liability insurance coverage at the recommended levels. SUPERINTENDENT Evidence of Compliance: Attached here is a summary of our property and liability insurance and the Educator’s Legal Liability declarations pages.	X	
Board Comments:		

<p>OE - 7.3 The Superintendent will adequately protect the District against theft or misappropriation of funds by any personnel who have access to material amounts of district or school funds.</p>	In Compliance	Not In Compliance
<p>SUPERINTENDENT Interpretation:</p> <ul style="list-style-type: none"> • Misappropriation of funds shall mean the unauthorized, improper, or unlawful use of funds or other property for purposes other than that for which intended. • Any personnel shall mean any district employee or volunteer. • Material amounts shall mean more than \$1,000, which is equivalent to the deductible. 		
<p>SUPERINTENDENT Indicators of Compliance:</p> <p>We will know we are compliant when:</p> <ul style="list-style-type: none"> • Copies of invoices and payments reflect that the District has purchased and receives the coverage declarations for crime coverage and the policy has been received. <p>SUPERINTENDENT Evidence of Compliance:</p> <p>Attached here is a summary of our property and liability insurance.</p>	X	
<p>Board Comments:</p>		
<p>OE - 7.4 The Superintendent will protect intellectual property, information, files, records and fixed assets from loss or significant damage.</p>	In Compliance	Not In Compliance
<p>SUPERINTENDENT Interpretation:</p> <ul style="list-style-type: none"> • Intellectual property shall mean creations of the mind: inventions, literary and artistic works, and symbols, names, images, and designs used in commerce. 		

- **District intellectual property** shall mean original curriculum, teaching materials, or other documents created by district employees as part of their job for use by the District or its employees.
- **Information, files and records** shall mean paper, and electronic data on district servers, deemed critical (Finance, Human Capital, Student Support and Data, Research & Accountability) to the operations of the District.
- **Fixed assets** shall mean property and equipment having a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds \$10,000 unless purchased with federal dollars, then the per-unit acquisition cost equals or exceeds \$5,000.
- With regard to fixed assets, **significant damage** shall mean harm or destruction requiring more than \$5,000 or more of unplanned repair or maintenance including labor, material, and equipment rental costs.

SUPERINTENDENT Indicators of Compliance:

We will know we are compliant when:

- The District receives no legal complaints that any of its employees has violated intellectual property rights or that their intellectual property has been stolen.
- Information, files, and records are backed up each night by Tech Services and there was no loss of these files and records during this fiscal year. Records are backed up on a second server that functions independently to our main server.
- Disaster recovery and network penetration testing will be performed annually. A summary report of tests showing that no security concerns were found will be made available to the Board upon request.
- The District has no significant damage to fixed assets due to circumstances within its control during the school year. Damage to fixed assets is tracked and reported by the District's Auxiliary Services Specialist for audit purposes and made available to the Board upon request.
- The District has offsite storage and a recovery plan for loss of information, files and records deemed to be critical to the operations of the District. A log of requests to retrieve information, files, or records is updated as needed by Tech Services staff and made available to the Board upon request.

X

X

X

X

X

<p>SUPERINTENDENT Evidence of Compliance:</p> <p>The District has incurred no legal costs as a result of careless and/or reckless acts by the Superintendent.</p>		
<p>Board Comments:</p>		
<p>OE - 7.7 The Superintendent may not invest funds in investments that are not secured or that are not authorized by law.</p>	<p>In Compliance</p>	<p>Not In Compliance</p>
<p>SUPERINTENDENT Interpretation:</p> <ul style="list-style-type: none"> • Funds shall mean money or capital. • Investments shall mean the commitment of district money or capital to the purchase of financial instruments or other assets so as to gain profitable returns in the form of interest, income, dividend, or appreciation of the value of the instrument. 		
<p>SUPERINTENDENT Indicators of Compliance:</p> <p>We will know we are compliant when:</p> <ul style="list-style-type: none"> • All investments are in compliance with Wisconsin State Statutes and the auditor’s management letter makes no comment in regards to investments. • The District has only deposited funds with entities governed by Public Depository Protection Act and included in the annual Authorized Depository Resolution. <p>SUPERINTENDENT Evidence of Compliance:</p> <p>The District is in compliance with section 7.7 in that all deposits are with organizations approved with the annual Authorized Depository Resolution. Note 2-A Cash and Investments (page 31-34) of the annual Financial Statements (audit report) discusses investments and risk of all cash and investments of the District. All cash and investments are FDIC insured or secured by the investment organization.</p>	<p>X</p> <p>X</p>	

<p>OE - 7.9 The Superintendent may not act or fail to act in any manner that damages the district's public image or credibility.</p>	<p style="writing-mode: vertical-rl; transform: rotate(180deg);">In Compliance</p>	<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Not In Compliance</p>
<p>SUPERINTENDENT Interpretation:</p> <ul style="list-style-type: none"> • Damages the District's public image or credibility shall mean placing at risk the reputation and trustworthiness of the District in the mind of the average citizen in the Appleton Area School District. 		
<p>SUPERINTENDENT Indicators of Compliance:</p> <p>We will know we are compliant when:</p> <ul style="list-style-type: none"> • We have no litigation regarding careless acts by the Superintendent. • 70% of respondents to our School Perceptions Survey express support for the direction of the District. <p>SUPERINTENDENT Evidence of Compliance:</p> <p>The District is in compliance with section 7.9 in that we have no litigation regarding careless acts by the Superintendent. The survey referenced in the second point was not completed.</p>	<p>X</p>	<p>X</p>
<p>Board Comments:</p>		