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### BUSINESS PROCEDURES

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The Kamiah Joint School District No. 304 Board of Trustees recognizes that its primary purpose is to provide the best education within the limits of the established curriculum and the financial ability of the school district. The board of trustees also recognizes its responsibility to the citizens of the school district for the efficient use of public funds. It is, therefore, the duty of the board to determine the guidelines for the most effective use of public funds and for reporting such use to the public.

LEGAL REFERENCE:
Idaho Code Section 33-506

ADOPTED:
7-19-99
Kamiah Joint School District No. 304 will carry a fidelity bond on the business manager, the district clerk, the chairman of the board, the superintendent, school principals and secretaries, and such other personnel as may be directed by the board.

LEGAL REFERENCE:
Idaho Code Sections
33-508
33-509

ADOPTED:
7-19-99
The Kamiah Joint School District No. 304 Board of Trustees has the power and duty to provide and maintain adequate insurance to insure all school buildings and other district property, and the district, against any loss by fire, casualty or liability, and the board, its officers and employees, and to preserve the district's property for the benefit of the district. In case of loss of any insured property, the proceeds from insurance may:

1. Be expended in constructing a temporary or permanent structure, but no sum greater than the insurance proceeds will be expended except on approval of a majority of the school district's electors voting in an election called for that purpose; or

2. Be placed in or made a part of the school plant facilities reserve fund of the district, if the district has such a fund; or

3. Be placed in a separate account in the bond interest and redemption fund of this district to repay any kind of obligation incurred by the district in replacing or restoring the property for which the insurance proceeds were received. The funds will not be included in the computations of bond and bond interest levies as provided in Section 33-802A, Idaho Code.

If the proceeds of any insurance received by a district by reason of loss of real property will be less than five thousand dollars ($5,000), the proceeds may be credited to the general fund of the district.

The district administration will review all district insurance policies on an annual basis.

LEGAL REFERENCE:
Idaho Code Sections
33-701
33-802A

ADOPTED:
7-19-99
All contractors for public works construction are required to have a current state license as a public works contractor to be a "qualified" contractor, unless the contractor is exempted from the licensure requirements, as follows:

1. Contractors responding to a request for bids or quotes or who hold a contract for construction, alteration, or repair for services involving a single project with an estimated cost of less than ten thousand dollars ($10,000); or

2. Contractors responding to a request for bids or quotes or who hold a contract for a project estimated to cost less than fifty thousand dollars ($50,000) for which no responsive statement of interest was received from a licensed public works contractor when statements of interest were solicited as provided in Idaho Code Section 67-2805(1).

Before the district awards any contract to a qualified contractor for the construction, alteration, or repair of any district building, or other public work or improvement, the contractor will provide to the district proof of public works licensure, if required, and bonds which will become binding upon the award of the contract to such contractor. The following bonds must be payable to the district and must be filed in the district office when the contractor's bid is submitted for consideration:

1. A performance bond in any amount to be fixed by the district, but in no event less than eighty-five percent (85%) of the contract amount conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof. The amount of performance bond will be set forth in the applicable Request for Bids. Said bond shall be solely for the protection of this district.

2. A payment bond in an amount to be fixed by the district, but in no event less than eighty-five percent (85%) of the contract amount, solely for the protection of persons supplying labor or materials, or renting, leasing, or otherwise supplying equipment to the contractor, or his or her subcontractors for such contract. The amount of payment bond will be set forth in the applicable Request for Bids.

If this district requires a performance bond or payment bond in excess of fifty percent (50%) of the total contract amount, it shall not be authorized to withhold from the contractor or subcontractor any amount exceeding five percent (5%) of the total amount payable as retainage. Further, the district will release to the contractor any retainage for those portions of the project accepted by the district and the contractors as complete within thirty (30) days after such acceptance. Regarding contract work with this district, contractors are not authorized to withhold from a subcontractor any amount exceeding five percent (5%) of the total amount payable to the subcontractor as retainage. The contractor shall remit the retainage to the subcontractor within thirty (30) days after completion of the subcontract.
OVERVIEW

As a driver of a district vehicle, the authorized driver has been given certain privileges. He/she assumes the duty of obeying all motor vehicle laws, maintaining the vehicle properly at all times, and, otherwise, following the policies and procedures outlined below.

VEHICLE FLEET PURPOSE

District vehicles are provided to support business activities and are to be used only by qualified and authorized employees. Use of a district vehicle is not to be considered a part of an employee's compensation. In all cases, these vehicles are to be operated in strict compliance with motor vehicle laws of the jurisdiction in which they are driven and with the utmost regard for their care and cost-efficient use.

District vehicles may be used only as authorized by the district and for its business activities.

DRIVER LICENSING

Persons authorized to drive district vehicles must have a valid driver's license issued by the State of Idaho or in the state of a driver's current residence for the class of vehicle being operated. Obtaining a driver's license is a personal expense.

DRIVER QUALIFICATIONS

Driver qualifications are as follows:

1. Authorized employee of district.
2. Must be at least 18 years of age.
3. Have at least one year of experience in the class of vehicle operated.
4. Must possess a current valid license for operation of the vehicle.

Persons will not qualify to drive a district vehicle if, during the last 36 months, the driver has:

1. Been convicted of any felony.
2. Been convicted of sale, possession and/or use of drugs.
3. Been convicted of an alcohol- or drug-related offense while driving.
4. Had a driver's license suspended or revoked.
5. Been convicted of three or more speeding violations or one or more other major violation.

6. Been involved in two or more chargeable accidents.

REVIEW OF MOTOR VEHICLE RECORD

State Motor Vehicle Records (MVRs) may be used to verify a driver’s history. MVRs may be obtained and reviewed at least annually. Privileges to drive district vehicles may be withdrawn or suspended for any driver not meeting the above requirements, based on a review of the MVRs. In addition, appropriate disciplinary action up to and including termination may be taken.

DEFINITIONS

“Major violations” are defined as:

1. Driving under the influence of alcohol/drugs;

2. Failure to stop/report an accident;

3. Reckless driving/speeding contest;

4. Driving while impaired;

5. Making a false accident report;

6. Attempting to elude law enforcement;

7. Homicide, manslaughter, or assault arising out of the use of a vehicle;

8. Driving while license is suspended/revoked; or

9. Careless driving.

“Minor violations” are defined as any moving violation other than a major violation, with the following exceptions:

1. Motor vehicle equipment, load, or size requirements;

2. Improper/failure to display license plates (if they exist);

3. Failure to sign or display registration; or

4. Failure to have driver’s license in possession (if valid license exists).
TRAFFIC VIOLATIONS

Fines for parking or moving violations are the personal responsibility of the assigned operator. The district will not condone nor excuse ignorance of traffic citations that result in court summons being directed to itself as owner of the vehicle, and will hold the employee responsible for payment of such fines.

Each driver is required to report all moving violations to his/her direct supervisor within 24 hours. This requirement applies to violations involving the use of any vehicle (district, personal, or other) while on district business. Failure to report violations may result in disciplinary action, up to and including termination.

Traffic violations incurred during non-business (personal use) hours by an employee in his/her own vehicle may affect the employee’s ability to drive district vehicles and are subject to review.

EMPLOYEE RESPONSIBILITIES

Drivers of district vehicles have responsibilities in operating the vehicle in a safe manner and responding appropriately in the event of an accident or other circumstance. All drivers will be informed of the contents of this policy and have a signed acknowledgement placed in his/her personnel file, along with a copy of his/her valid driver’s license, prior to operating a district vehicle and annually thereafter. Drivers of district vehicles assume the following responsibilities:

1. Accidents Involving District Vehicles: In the event of an accident, each driver is responsible for responding as follows:
   a. Negligence or liability should not be admitted.
   b. No settlement, regardless of how minor, should be offered.
   c. The name, address, and phone number of any injured person and witnesses should be obtained, if possible.
   d. Vehicle identification, insurance, district name, and policy numbers should be exchanged with the other driver.
   e. Take a photograph of the scene of accident, if possible.
   f. Call the police if injury to others is involved. It may be appropriate to call police even if there are no injuries.
   g. Complete the accident report form in the district vehicle.
   h. Turn all information relative to the accident over to the driver’s direct supervisor within 24 hours.
2. **Theft or Damage:** Each driver is responsible for immediately reporting theft or damage of the district vehicle to local police immediately. Additionally, all information relative to theft or damage must be provided to the driver's direct supervisor within 24 hours.

**VEHICLE OPERATION**

Each driver is responsible for the actual possession, care, and use of the district vehicle in their possession. Therefore, driver's responsibilities include, but are not limited to, the following:

1. Operation of the vehicle in a manner consistent with reasonable practices that avoid abuse, theft, neglect, or disrespect of the equipment.

2. Obey all traffic laws.

3. The use of seatbelts and shoulder harnesses is mandatory for driver and passengers.

4. Adhering to manufacturer's recommendations regarding service, maintenance, and inspection. Vehicles should not be operated with any defect that would prevent safe operation.

5. Attention to and practice of safe driving techniques, and adherence to current safety requirements.

6. Restricting the use of vehicles to authorized driver only.

7. Reporting the occurrence of moving violations.

8. Accurate, comprehensive, and timely reporting of all accidents by an authorized driver and thefts of a district vehicle to the district.

Failure to comply with any of these responsibilities may result in disciplinary action up to and including termination.

**PERSONAL CARS USED FOR DISTRICT BUSINESS**

The district does not assume any liability for bodily injuries or property damage the employee may become personally obligated to pay arising out of an accident occurring in connection with operation of his/her own car. The reimbursement to the employee for the operation of his/her own car on district business includes the allowance for the expense of automobile insurance. An employee's personal car insurance will be treated as primary and he/she is required to have minimum liability coverage of $300,000. The district does not specify and assumes no responsibility for any other coverage employees carry on their own cars since this is a matter of individual status and preference.
LEGAL REFERENCE:
Idaho Code Section 33-506

ADOPTED: Jan, 2006

REVIEWED:

REVISED:

*Language in text set forth in italics is optional.
ACKNOWLEDGEMENT

I have read and will abide by the conditions as stated in Policy No. 808 (Conditions for Use of District Vehicles) regarding the operation of any vehicle for district business.

Today’s date: ________________________

Employee’s Signature: ________________________

Employee’s Printed Name: ________________________

Reviewed by:

Superintendent’s Signature: ________________________

Fleet Administrator’s Signature: ________________________

cc: Personnel File
BUDGET PREPARATION

Budget planning and preparation for Kamiah Joint School District No. 304 will be the responsibility of the board working through the superintendent with input from the building principals and staff. The superintendent, or designee, will develop all appropriate statistical and financial information required by the board to develop final budget plans. The proposed budget must be prepared in a form prescribed by the State Superintendent of Public Instruction.

BUDGET HEARING

Following preliminary planning, and no later than twenty-eight (28) days prior to the board's annual meeting, the proposed budget must be prepared and a public hearing on the budget must be held. At the public hearing, or at a special meeting held no later than fourteen (14) days after the public hearing, the board will adopt a budget for the ensuing year. Any appropriation measures necessary to effectuate the budget will also be adopted.

Once the budget is adopted by the board, it will serve as a spending plan for the fiscal year. However, the board will have the authority to amend the budget as provided by law when circumstances warrant.

NOTICE

Proper notice of the budget hearing will be posted and published as required by law and a copy of the proposed budget will be available for public inspection at all reasonable times at the administrative offices of the district.

With the notice, a summary statement of the budget will be prepared and published for the ensuing year. The statement will be in a manner consistent with standard accounting principles and in such form as required by the State Superintendent of Public Instruction.

The summary statement will show amounts budgeted for all major classifications of income and expenditures, with total amounts budgeted with salary and wage expenditures in each such classification shown separately.

The summary statement will also show amounts previously budgeted for the then-current year in each of the same classifications for comparison with the proposed budget.

SCHOOL LEVIES

The budgeted dollar amounts of revenue in those categories included within the provisions of Section 33-802, Idaho Code, dealing with school levies, as approved within the adopted budget, will be the same as presented to the respective county commissioners for tax levying purposes.
SUPERINTENDENT’S RESPONSIBILITIES

The superintendent is responsible for disbursing funds within the limits of the budget. The superintendent is required to administer the budget as adopted by the board, in accordance with applicable legal requirements, board policies, accepted accounting techniques and business, financial, and administrative controls established by the board.

LEGAL REFERENCE:
Idaho Code Sections
33-402(f) 33-801
33-512(2) 33-802
33-701

ADOPTED:
7-19-99
The Kamiah Joint School District No. 304 Board of Trustees will review the district’s budget periodically and make appropriate budget adjustments to reflect the availability of funds and the requirements of the district.

Any person or persons proposing any budget adjustments will notify in writing each member of the board one (1) week prior to the meeting in which such proposal will be made. Prior to the final vote on such a proposal, notice will be posted and published once as described Section 33-402, Idaho Code.

A budget adjustment will not be approved unless voted affirmatively by sixty (60) percent of the members of the board. All amended budgets will be submitted to the State Superintendent of Public Instruction.

Revenues derived from maintenance and operation levies made pursuant to Section 33-802, Idaho Code, will be excluded from budget adjustments provided for in this policy.

LEGAL REFERENCE:
Idaho Code Sections
  33-402
  33-701
  33-802

ADOPTED:
7-19-99
A monthly budget report for Kamiah Joint School District No. 304 must be prepared by the business manager showing the maintenance and operation budget, and documenting the cumulative expenditures and available balances in each major category of the district's accounts.

A monthly report will be prepared by the business manager showing receipts, expenditures, and cash balances in each budget account of this district.

The monthly budget report will be submitted to the board at the regular monthly meeting.

LEGAL REFERENCE:
Idaho Code Section 33-509

ADOPTED:
7-19-99
Dramatic increase in health insurance premiums have made it necessary for Kamiah Joint School District to look at alternative ways to provide the best medical coverage for its employees. The purpose of the pool is two-fold: to offset the liability assumed by providing a partial self-fund health insurance plan for its employees, and to help fund future increases in the cost of medical insurance through the savings projected in administering the plan.

The Board of Trustees created an Internal Service Fund at the beginning of FY 2004 and authorized the transfer of the Self-Insured Employee Medical Pool fund balance to it. The purpose of this proprietary fund is solely for budgeting and management of the Self-Insured Employee Medical Pool.

Administration – The Self-Insured Medical Benefit Pool will be administered by the Kamiah Joint School District No. 304 Board of Trustees. The business manager will provide the board with financial statements upon which the board will make decisions regarding the stability of the fund, authorize transfers into the General M & O Fund to help fund employee medical benefit expense, and set an annual budget. Operating transfers of funds out of the Pool will only be made at the direction of the Board of Trustees.

Unusual Circumstances – An example of an “unusual circumstance” would be employee reimbursed deductibles in a year that would exceed net earnings. An operating transfer to the General M & O Fund to help fund the medical fringe benefit expense would not be an “unusual circumstance”.

District Liability – 100% of the liability of self-insuring the employees and dependents of the Kamiah Joint School District No. 304 shall be retained by the Self-Insured Medical Benefit Pool. Liability is calculated by the number of employees and eligible retirees times 80% of the difference between the employee family deductible and the district family deductible.

Eligibility – All employees of the Kamiah Joint School District No. 304 enrolled in the school district group medical insurance plan and their dependents are eligible for benefits under the Self-Insured Medical Benefit Pool.

Retirees – Retirees who are enrolled in the school district group medical insurance plan and their dependents are eligible under the Self-Insured Medical Benefit Pool for the fee of the school district’s liability per person. Over age 65 and disabled retirees who are enrolled in a supplemental plan are not eligible.

COBRA – COBRA participants are not eligible for benefits under the Self-Insured Medical Benefit Pool.

Dissolution – If the Self-Insured Medical Pool is dissolved at some point in time, the fund balance will revert back into the General M & O Fund through an operating transfer of funds.
LEGAL REFERENCE:
Board Action

ADOPTED: 10/18/2004

REVIEWED: 

AMENDED: 

+++
Within one hundred twenty (120) days from the last day of each fiscal year, the Kamiah Joint School District No. 304 Board of Trustees, through its superintendent, will prepare and publish an annual statement of financial condition and report of the district as of the end of such fiscal year in the form prescribed by the State Superintendent of Public Instruction.

This annual statement will include, but not be limited to:

1. The amounts of money budgeted and received and from what sources; and
2. The amounts budgeted and expended for salaries and other expenses by categories.

This district will have available upon request, at the district administration office, a full and complete list of vendors and the amount paid to each, and the list of the number of teachers paid at each of the several stated gross salary levels in effect in the district.

This board may authorize additional or supplementary statements and reports for the purpose of informing the public of its financial operations, either as to form, content, method, or frequency.

The annual statement of financial conditions and report will be published within one hundred twenty (120) days from the last day of the fiscal year in one issue of the newspaper printed and published within this district.

The chairman, clerk, and treasurer of this district will certify the annual statement of financial condition and report it to be true and correct, and the certification will be included in each published statement.

LEGAL REFERENCE:
Idaho Code Sections
33-701(5)
60-106

ADOPTED:
7-19-99
A full and complete audit of financial statements of this district will occur on an annual basis. One (1) copy of the auditor’s report will be filed with the State Department of Education after its acceptance by this board, but not later than November 10 of each school year. In the event the Department withholds all or a portion of the district’s distribution because the report is not filed timely, the district will appeal the matter to the State Board of Education for reconsideration. The district will provide a full and complete response to any request by the Department for further explanation or additional information regarding the matter.

The district’s accounting system and audits will account for all fixed assets which equal or exceed the value of $5,000, which will allow for the tracking of at least 80% of the assets of the district. The threshold for capitalization of improvements to real property, including buildings, will be $20,000.

The audit will be performed by independent auditors employed on a written contract and will be conducted in accordance with generally accepted governmental accounting standards as defined by the United States General Accounting Office.

**COMPLIANCE WITH GASB 34**

In compliance with GASB 34 (Governmental Accounting Standards Board, Standard 34), the district’s annual audit will be developed to make the audit easier to understand and more useful to patrons and others who use the district’s financial information to make decisions. The district’s audit will be based on a full accrual accounting of all financial activities, and shall include the Management Discussion and Analysis (MD&A) as a part of Required Supplementary Information (RSI), as mandated by GASB 34.

**MANAGEMENT DISCUSSION AND ANALYSIS**

The superintendent or designee will draft the MD&A, an analysis of the district’s current overall financial position and operating results, intended to allow others to assess whether the district’s finances have improved or deteriorated.

The MD&A shall:

1. Precede the basic financial statement and provide an objective and readable analysis of the district’s overall financial activities;
2. Be based solely on facts known to the administration at the date of the auditor’s report;
3. Emphasize current-year results in comparison with the prior year;
4. Include charts and grafts, as appropriate, to enhance reader understanding;
5. Report the change in the overall financial condition from the prior year to the current year;

6. Introduce and explain the difference from prior years in the format of the financial material presented;

7. Explain the newly required statement of net assets, and statement of activities, and what they are intended to report. Relative to the district-wide statements, identify all district assets and liabilities using the accrual basis of accounting;

8. Condense financial information derived from the district-wide statements with explanation of significant changes between the current and prior years;

9. Analyze balances and transactions of individual funds;

10. Budgetary comparison schedules or statements; and

11. Describe significant capital assets and long-term debt activities that occurred in the prior year.

The annual budget will reflect all necessary expenses for carrying out the provisions of this policy.

This district will file two (2) copies of each completed audit report with the legislative council within ten (10) days after receiving the audit from the contracting independent auditor.

LEGAL REFERENCE:
Idaho Code Sections
33-701
67-450B

| ADOPTED: 7/19/99 |
| AMENDED: March 16, 2008 |
It is the policy of Kamiah Joint School District No. 304 to accept gifts, grants and bequests in the form of money and/or property when it is in the best interest of the district to do so.

Once accepted, the gift, grant and bequest becomes the sole property of the district and subject only to the control of the district.

LEGAL REFERENCE:
Idaho Code Section 33-506

ADOPTED:
7-19-99
Money collected by Kamiah Joint School District No. 304, in individual schools or in the district office for the sale of property, student fees or charges, or for use of school facilities will be deposited by the building principal to the proper fund and an accounting made to the district office.

LEGAL REFERENCE:
Idaho Code Section 33-705

ADOPTED:
7-19-99
Prior to a decision by the Kamiah Joint School District No. 304 Board of Trustees to impose a new fee or to approve a fee increase that exceeds one hundred five percent (105%) of the amount of the fee last collected, this board will hold a regular or special public meeting on the proposed fee imposition or fee increase.

For the purpose of this policy, the definition of “fee” will include all fees and charges of this school district for a direct public service, including fees for voluntary activities and extra costs such as extracurricular activities, driver’s education, towel or locker use, adult education courses, breakfasts and lunches, parking and similar services or activities.

Public notice will be given of this board’s intent to make a decision on a proposed fee increase, as set forth above, by either:

1. Advertising in at least one newspaper once each week during the two weeks preceding the week during which the hearing will be held. The advertisement will state that the board will meet on a certain day, time and place listed in the advertisement. The advertisement will also state the purpose of the meeting, which is to explain the reasons for and hearing public comments about any proposed new fee or fee increase beyond one hundred five percent (105%);

2. Holding three public meetings in three different locations in the district; or

3. A single mailing notice to all district residents, provided that the same information is given and provided the meeting is held not less than seven days after the mailing of the notice.

Failure to provide public notice and a hearing on the increase in fees will result in possible voiding of the validity of all or a portion of the fee increase.

** ** ** ** ** **

LEGAL REFERENCE:
Idaho Code Sections
   63-1311A
   60-106
Attorney General Opinion No. 94-4

ADOPTED:
7-19-99

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97L-D01298-M000-SC000/0
This board may invest any money coming into the hands of the district in investments as permitted by Idaho Code Section 67-1210 pertaining to the investment of idle or surplus monies and Idaho Code Section 57-101, et seq., pertaining to designated depository. Any investments of idle or surplus monies shall be invested with a designated depository wherein the investment shall be fully insured under the Federal Deposit Insurance Corporation (FDIC) provisions when possible and practicable. The board shall designate such investment with due care and prudence, including review of financial ratings and other relevant factors in selecting potential designated depository or depositories to be utilized, to fulfill its fiduciary duties to the district as a whole and to public funds. The board shall at all times seek consultation and advice as may be necessary to make prudent determination as to the protection of such funds and the management of risks to those funds. Unless otherwise provided by law, any interest or profit accrued from the investment of any funds will be credited to the general fund of this district.

DEFINITION

“Designated depository” is defined as any national bank, state bank, trust company, federal savings and loan association, state savings and loan association, federal credit union, or state credit union located within the geographical boundaries of this district. “Designated depository” may also include such entity located outside the boundaries of this district if no entity exists within this district’s boundaries, or no such entity exists which will accept such funds, and the board of trustees designates a depository within the state but outside the boundaries of this district.

LEGAL REFERENCE:
Idaho Code Sections
33-701
33-901
57-101, et seq.
67-1210

ADOPTED: __________

REVIEWED: __________

REVISED: April 2008
Kamiah Joint School District No. 304 will have a fund or funds for the purpose of controlling and accounting for the receipts, deposits, expenditures, assets, liabilities, and fund balances arising from the following transactions:

1. Admission charges for interscholastic activities;
2. The sale of the yearbooks and annuals; and
3. Student fee collections which are used to provide more than one (1) activity or benefit to all of the students of the school or school buildings.

Dispersement from any of the activity funds will be made by regular bank checks signed by the treasurer or assistant treasurer of this district countersigned by the chairman or vice-chairman of the board or other employee of the district designated by the board.

The following sets forth the nature and type of expenditures for student activities and the requirements for the expenditures and withdrawal of monies:

**GENERAL ACTIVITIES**

**Definition**

Ledger account for controlling, accounting for, and dispersing money received from sources including but not limited to student body fees, concessions, and interest income. Functional accounts necessary to operate and maintain a standard accounting system are also included in this category.

**Purpose**

These funds are used to promote the general welfare of each school and the educational development and morale of all students.

**Fund Dispersement**

These funds are dispersed at the discretion of the building principal.

**ATHLETICS AND ATHLETIC ACTIVITIES**

**Definition**

Ledger accounts for controlling, accounting for, and dispersing monies received from sources including, but not limited to, gate receipts, athletic fund raisers, and the sale of athletic clothing.
Purpose

These funds are used to promote the athletic program of the student body.

Fund Dispersement

These funds are dispersed at the discretion of the athletic director, individual coaches for their particular sport or activity, and the building principal.

CLUBS AND ORGANIZATIONS

Definition

Ledger accounts for controlling, accounting for, and dispersing monies received from sources, including but not limited to, club dues, fund raisers, and donations.

Purpose

These funds are used to promote specific areas of interest of the club or organization.

Fund Dispersement

These funds are dispersed at the discretion of the club’s advisors with approval of the building principal.

CLASSES

Definition

Ledger accounts for controlling, accounting for, and dispersing monies received from sources including, but not limited to, fund raisers by specific grade level classes or donations for specific classes.

Purpose

These funds are used to finance specific projects sponsored by a designated class.

Fund Dispersement

These funds are dispersed at the discretion of the student body class with the approval of the class advisor and the building principal.

SENIOR CLASS FUNDS

Senior Class funds that have not been specifically designated for disbursement by July 1 of the graduation year will be transferred to the Kamiah High School Student Body General Fund.
PUBLICATIONS

Definition

Ledger accounts for controlling, accounting for, and dispersing monies received from sources, including but not limited to, the sale of yearbooks.

Purpose

These funds are used to finance the publication of the yearbook and support of the student body.

Fund Dispersement

These funds are dispersed at the discretion of the yearbook advisor and the building principal.

EDUCATIONAL MATERIALS

Definition

Ledger accounts for controlling, accounting for, and dispersing of monies received from fees charged to cover costs of consumable materials used in class projects if the finished project becomes the property of the student.

Purpose

These funds are used to purchase consumable materials that become the property of the student.

Fund Dispersement

Funds are dispersed at the discretion of a teacher with the approval of the building principal.

SPECIAL CLEARING ACCOUNTS

Definition

Ledger accounts for controlling, accounting for and dispersing monies belonging to other area schools received from sources including, but not limited to, hosting district or regional events. These funds should not be counted as part of the athletic or organizational income and expense of the host school. Other accounts in this group may be a division of net income between the host school and one or more schools.

Purpose

Monies are collected and held in these accounts until all income and expenditures have been properly accounted and the accounts can be cleared.
Fund Dispersement

These funds are dispensed at the discretion of the treasurer with the approval of the activities director and the building principal.

BUDGETS

A budget will be prepared for each activity/program for each fiscal year showing the sources of income (in detail) and the proposed expenditures (itemized).

The budget is to be signed by the advisor for the program, submitted to the building principal, who will submit one budget, for all accounts, to the district office.

RECEIPTS

All cash and check collection will be recorded by the person receiving the collection. A cash receipt will be prepared immediately. Cash receipts are to be issued in numerical sequence.

The receipt must be filled in completely including:

1. Date;
2. The amount;
3. The name of the person or company delivering the funds;
4. The source of the funds (fund raiser, yearbook payment, etc.); and
5. The account code and description of the account.

An actual cash count of all currency and coin must be made by the person receiving the funds in the presence of the person delivering the funds.

Checks received will not be post-dated for any reason.

A cash receipt will not be altered for any reason. If an error occurs, the person receiving the cash or check will indicate the receipt was voided, will mark void on the receipt and file the voided receipt in numerical sequence with the copies of the receipts.

The original receipt will be given to the person delivering the money. If an individual mails a check and requests a receipt for the payment, a receipt acknowledging the check number will be prepared and returned by mail to the individual making the payment. The copy of the receipt will be filed in numerical order and retained for auditing purposes.

Receipts are to be issued in numerical order. Access to receipts will be limited to the individual responsible for the particular fund.
If funds are delivered to a building office when the person responsible for the school fund is out of the office, the employee receiving the cash or check will follow the receipt procedures set forth above. The funds will then be locked in a safe until the person responsible for the school fund is available. The individual who received the funds will then count the coin and currency in the presence of the person responsible for the school fund and indicate that the money was received.

All funds received by clubs or school organizations must be properly documented.

All funds collected by staff members will be submitted daily to the building principal or his or her designee for receipt. No money will be kept overnight in classrooms, desks, file cabinets or other areas within the building.

The official financial records of the student activity funds for any school in this school district will be audited annually by a qualified public accountant or other responsible person approved by the board of trustees. The employee responsible for maintaining student activity funds will be under bond in an amount which protects the maximum funds on hand at any time. An annual report will be prepared for the board of trustees, disclosing all results of the audit.

LEGAL REFERENCE:
Idaho Code Section 33-705

ADOPTED:
7-19-99
All payroll warrants, issued by Kamiah Joint School District No. 304, are subject to those deductions required by statute of the State of Idaho and the federal government. Optional payroll deductions will be made upon written request by the employee for such purposes as approved by the board.

Compulsory payroll deductions will be made as required by Idaho and federal law.

LEGAL REFERENCE:
Idaho Code Section 33-506(1)

ADOPTED:
7-19-99
New companies requesting permission to enter the school district and sell Tax Sheltered Annuity Programs will be required to obtain ten (10) policies before payroll deduction will be allowed. They will have a 60 day period in which to enroll the new members, starting the day the representative contacted the district office. No contact with the employees will be made at the school buildings during working hours. The company must be approved by the district office prior to contacting any employee.

LEGAL REFERENCE:
Board Action

ADOPTED: April 25, 2005

REVISED:

AMENDED:
Kamiah Joint School District No. 304 will issue one payroll per month.

Salary payments for all personnel will be prorated on a twelve-month (12-month) basis. Personnel may draw their summer checks in advance only if they terminate their employment with the district at the conclusion of the school year.

The payroll for all substitutes, temporary employees, etc. is authorized on the basis of the time sheet submitted to the district office.

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LEGAL REFERENCE:
Idaho Code Section 33-506

ADOPTED:
7-19-99
Supplemental pay for special assignments will be paid according to a schedule approved by the Kamiah Joint School District No. 304 Board of Trustees. Such payment will be made in accordance with the regular payroll procedure. Supplement pay will be paid in accordance with the following three options:

**Option A:** The total amount of pay for any extra curricular activity will be split into two checks. The first half of the check will be paid at the halfway point of the activity and will be included with payroll checks for that month. The second half of the check will be paid at the conclusion of the activity and included with payroll checks for that month.

**Option B:** The total amount of pay for any extra curricular activity will be paid in a lump sum at the conclusion of the activity and included with payroll checks for that month.

**Option C:** (Full-time Kamiah School District staff members only) The total amount of pay for any extra curricular activity will be divided over 12 months and included with payroll checks for each month. Please note that this option is not available to community members or C squad coaches.

**Note:** All personnel receiving supplemental pay will choose one of the above options at the beginning of the school year. This option cannot be changed during the current school year.

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**LEGAL REFERENCE:**
Idaho Code Sections
33-506
33-515

**ADOPTED:**
10-16-00

SECTION 800: BUSINESS PROCEDURES
It is the policy of this district to make purchases in such a manner as to assure the best utilization of district funds. The board, or its designee, reserves the right to determine what is in the best interest of the district.

The superintendent is authorized to direct expenditures and purchases within the limits of the detailed annual budget for the school year. The superintendent shall establish requisition and purchase order procedures as a means of monitoring the expenditures of funds. Personnel are prohibited from obligating the district relative to a purchase without prior authorization. Staff who obligate the district without proper prior authorization may be held personally responsible for payment of such obligations. Open purchase orders may be used (with a maximum total amount specified) if such procedure will simplify repetitive small purchases.

PURCHASES EXCLUDED FROM THE STATUTORY PROCUREMENT PROCESSES UNDER IDAHO CODE SECTION 67-2803

The board will comply with all statutory procurement (bid) requirements unless the expenditure is exempted from the processes. The following are exempted from the bidding requirements:

1. Procurement of an interest in real property.
2. Contracts or purchases for personal property of less than twenty-five thousand dollars ($25,000), provided such contracts and purchases shall be guided by the best interests of the district, as determined by the board. The board may, when practical, call for competitive price quotations for such purchases.
3. The purchase of curricular materials, regardless of the purchase price. “Curricular materials” is defined as textbook and instructional media, including software, audio/visual media, and Internet resources.
4. The procurement duplicates the price and substance of a contract for like goods or services that has been competitively bid by the State of Idaho, one of its political subdivisions, or an agency of the federal government.
5. Disbursement of wages or compensation to any employee, official, or agent of the district for performance of personal services.
6. Procurement of personal or professional services to be performed by an independent contractor.
7. Procurement of insurance.
8. Costs of participation in a joint powers agreement with other units of government.
LEGAL REVIEW OF CONTRACTS

Before entering into a contract that entails the expenditure of twenty-five thousand dollars ($25,000) or more, the board or its designee will have the contract reviewed by legal counsel to ensure that the district's interests are adequately protected.

In the event the district anticipates expending over twenty-five thousand dollars ($25,000) through a contract for bus transportation services, Idaho Code Section 33-1510 will be followed.

PUBLIC CALAMITY RESOLUTION

If there is a great public calamity, such as an extraordinary fire, flood, storm, epidemic, or other disaster, or it is necessary to do emergency work to prepare for national or local defense, or it is necessary to do emergency work to safeguard life, health, or property, the board may pass a resolution declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property. Upon adoption of the resolution, the board may expend any sum required in the emergency without compliance with the bidding requirements pursuant to Idaho Code 67-2808(1).

LEGAL REFERENCE:

Idaho Code Sections
33-118A
33-402
33-601
67-2320
67-2326 through 67-2333
67-2800, et seq.
67-5711C(3)

ADOPTED: 7-19-99

REVISED: Feb, 2007

*Language in text set forth in italics is optional.
The board may purchase personal property as necessary for the operation of the district. The board will comply with the requirements of Idaho Code Section 67-2800, et seq., relative to competitive bidding for personal property and this district's Policy 851, entitled "Supplemental Bidding Procedures."

Before entering into a contract that entails the expenditure of twenty-five thousand dollars ($25,000) or more, the board or its designee will have the contract reviewed by legal counsel to ensure that the district's interests are adequately protected.

PURCHASES AND LEASES EXCLUDED FROM BIDDING PROCESSES UNDER IDAHO CODE SECTION 67-2803

When purchasing or leasing personal property, the board of trustees will comply with all statutory bid requirements set forth in Idaho Code Section 67-2800, et seq., unless the expenditure is specifically exempted as follows:

1. Contracts or purchases for personal property of less than twenty-five thousand dollars ($25,000), provided such contracts and purchases shall be guided by the best interests of the district, as determined by the board. The board may, when practical, call for competitive price quotations for such purchases.

2. The purchase of curricular materials, regardless of the purchase price. "Curricular materials" is defined as textbook and instructional media, including software, audio/visual media, and Internet resources.

3. The purchase or lease duplicates the price and substance of a contract for like goods or services that has been competitively bid by the State of Idaho, one of its political subdivisions, or an agency of the federal government.

4. Purchase of insurance.

5. Costs of participation in a joint powers agreement with other units of government.

PERSONAL PROPERTY VALUED BETWEEN $25,000 AND $50,000

When the board contemplates purchasing or leasing personal property, valued in excess of twenty-five thousand dollars ($25,000) but not to exceed fifty thousand dollars ($50,000), it will solicit competitive bids.

Bid Solicitation

The written solicitation for bids will be sent to no fewer than three (3) vendors by electronic or physical delivery. The solicitation will describe the personal property to be purchased or leased
in sufficient detail to allow a vendor dealing in such goods to understand what the board seeks to procure, the electronic or physical delivery method(s) authorized to submit a bid, and the date and time by which the board clerk must receive a bid proposal. The time to respond to the solicitation must be reasonable; except in the event of an emergency, such time will not be less than three (3) business days.

Objections

The board clerk must receive any written objections to specifications or bid procedures at least one (1) business day before the date and time the bids are due to be received. The board or designee will respond to any such objection in writing and communicate such response to all prospective bidders, adjusting bidding timeframes if necessary.

Contract Award

Upon receipt of the written bids, the clerk will compile and submit the written bids to the board or designee which will approve the responsive bid proposing the lowest procurement price or reject all bids and publish notice for bids, as before.

If the board finds that it is impractical or impossible to obtain three (3) bids for the proposed procurement, the board may acquire the property in any manner the board deems best from a qualified vendor quoting the lowest price. When fewer than three (3) bids are considered, the board will document the efforts undertaken to procure at least three (3) bids and such documentation will be maintained for at least six (6) months after any such procurement is made. If two (2) or more price quotations are the same and both constitute the lowest responsive bids, the board has discretion to accept either bid.

PERSONAL PROPERTY VALUED IN EXCESS OF $50,000

When the board contemplates an expenditure to purchase or lease personal property valued in excess of fifty thousand dollars ($50,000), an open competitive sealed bid process will be utilized.

Bid Solicitation

The written request for bids, and notices thereof, will succinctly describe the personal property to be procured and set a date, time, and place for the opening of bids. Two (2) notices soliciting bids must be published in the newspaper of general circulation in the district. The first notice must be published at least two (2) weeks before the date for opening bids, with the second notice to be published in the succeeding week at least seven (7) days before the date that bids are scheduled to be opened. Copies of specifications, bid forms, bidder’s instructions, contract documents, and general and special instructions will be made available upon request by any interested bidder. Bids that do not substantially comply with the bid forms will not be considered.
Objections

The board clerk must receive any written objections to specifications or bid procedures at least three (3) business days before the date and time the bids are due to be received. The board or designee will respond to any such objection in writing and communicate such response to all prospective bidders, adjusting bidding timeframes if necessary.

Bid Security

If the board deems it is in the district’s best interest, it may require bidders to provide bid security in an amount equal to at least five percent (5%) of the amount bid. If required, a bid will not be considered unless one (1) of the forms of bidder’s security is enclosed with it. The board may require that the bid security be in one of the following forms:

1. Cash;
2. A cashier’s check payable to the district;
3. A certified check payable to the district; or
4. A bidder’s bond executed by a qualified surety company, payable to the district.

Contract Award

Sealed bids will be opened in public at the date, time, and place specified in the notice, thereafter to be compiled and submitted to the board. Any bid received by the board may not be withdrawn after the time set in the notice for opening of bids.

In its discretion, the board may reject all bids and re-bid, or may, after finding it to be a fact, pass a resolution declaring that the subject goods can be procured more economically on the open market. If two or more bids are the same and both constitute the lowest responsive bids, the board may accept the one it chooses.

If the board chooses to award the contract to a bidder other than the apparent low bidder, the board will declare its reason(s) on the record and communicate such reason(s) in writing to all who have submitted a competing bid.

In its discretion, the board may preauthorize the purchase of equipment at a public auction.

Failure to Execute Contract

If the successful bidder fails to execute the contract, the amount of his bidder’s security may be forfeited to the school district at the sole discretion of the board and, thereafter, the proceeds may be deposited in a designated fund out of which the reasonable expenses for procuring substitute performance are paid.
The board may, on the refusal or failure of the successful bidder to execute the contract, award the contract to the next lowest qualified bidder. If the board awards the contract to the next lowest qualified bidder, the amount of the lowest qualified bidder's security may be applied by the board to the difference between the lowest responsive bid and the next lowest responsive bid, and the surplus, if any, shall be returned to the lowest bidder if cash or check is used, or to the surety on the bidder's bond if a bond is used, less reasonable administrative costs not to exceed twenty-five percent (25%) of the amount of the bidder's security.

Objection to Contract Award

If any participating bidder objects to the award of a contract, such bidder must submit a written response to the board’s notice within seven (7) calendar days of the date of transmittal of the notice, setting forth in such response the express reason(s) that the award decision of the board is in error. Thereafter, staying performance of any procurement until after addressing the contentions raised by the objecting bidder, the board will review its decision and determine whether to affirm or modify the award, or re-bid the contract, setting forth its reason(s) therefore. After completion of the review process, the board may proceed as it deems to be in the public interest.

AGREEMENT FOR JOINT EXERCISE OF PURCHASING POWERS

If determined appropriate, the board may make purchases of goods or services via contracts held by the State of Idaho or any subdivision thereof, or any agency of the federal government, by entering into a cooperative Agreement for the Joint Exercise of Purchasing Powers with that entity, pursuant to Idaho Code Sections 67-2326 through 67-2333, 33-315 through 33-318, and 33-601. The vote on the decision to enter into a cooperative Agreement for the Joint Exercise of Purchasing Powers will be by resolution of the board and the minutes will reflect the board’s reason(s) for doing so. Upon entering into such an agreement, the board will forego the bidding process.

JOINT PURCHASING AGREEMENTS - NOT-FOR-PROFIT ASSOCIATIONS

The board may enter into joint purchasing agreements with the State of Idaho or other political subdivisions and may participate in joint purchasing agreements through a joint purchase program established by any not-for-profit association of political subdivisions. Personal property purchased pursuant to such joint purchase agreements will be acquired in accordance with the provisions of this chapter, provided such authority does not preclude or limit the board from entering into purchase agreements as otherwise provided by statute.

The board may participate in a program established by any not-for-profit association of which they become a member to assist such school districts in bidding and negotiating joint purchase contracts and discount purchase agreements. Participation in any such program does not obligate the board to purchase goods or services through the program. Any not-for-profit association operating such program will cause an independent, certified audit of the program to be performed annually. The audit will be made available to the Legislature upon request and a copy shall be made available for public inspection.
PUBLIC CALAMITY RESOLUTION

If there is a great public calamity, such as an extraordinary fire, flood, storm, epidemic, or other disaster, or if it is necessary to do emergency work to prepare for national or local defense, or it is necessary to do emergency work to safeguard life, health, or property, the board may pass a resolution declaring that an emergency exists and the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property. Upon adoption of the resolution, the board may expend any sum required in the emergency without compliance with the bidding requirements pursuant to Idaho Code Section 67-2808(1).

SOLE SOURCE EXPENDITURES

The board may declare that there is only one (1) vendor if there is only one (1) vendor for the personal property to be acquired. For purposes of this policy, "only one (1) vendor" refers to situations where there is only one (1) source reasonably available and includes, but is not be limited to, the following situations:

1. Where property is required to respond to a life-threatening situation or a situation which is immediately detrimental to the public welfare or property;

2. Where the compatibility of equipment, components, accessories, computer software, replacement parts, or service is the paramount consideration;

3. Where a sole supplier’s item is needed for trial use or testing;

4. The purchase of property for which it is determined there is no functional equivalent;

5. The purchase of public utility services;

6. The purchase of products, merchandise, or trademarked goods for resale at a school; or

7. Where competitive solicitation is impractical, disadvantageous, or unreasonable under the circumstances.

Upon declaring that there is only one (1) vendor for personal property, unless the property is required for a life-threatening situation or a situation that is immediately detrimental to the public welfare or property, the board will publish notice of a sole source procurement in a newspaper of general circulation in the district at least fourteen (14) calendar days prior to the award of the contract. If a potential vendor objects in writing within seven (7) calendar days and sets forth reasons therefor, the board may reconsider whether the personal property was properly declared as a sole source procurement. If, upon reconsideration, the board determines that there are more than one (1) vendor, it will follow any required bidding process.
LEGAL REFERENCE:
Idaho Code Sections
  33-601
  67-5716
  67-2326 through 67-2333
  67-2800, et seq.

ADOPTED: Jan, 2006

REVIEWED:

REVISED:

*Language in text set forth in italics is optional.
The board may enter into service contracts with independent contractors as necessary for the operation of the district. The board will comply with the requirements of Idaho Code Section 67-2800, et seq., relative to competitive bidding for such contracts and this district’s Policy 851, entitled “Supplemental Bidding Procedures.”

Before entering into a contract for the expenditure of twenty-five thousand dollars ($25,000) or more, the board or its designee will have the contract reviewed by legal counsel to ensure that the school district’s interests are adequately protected.

SERVICE CONTRACTS EXCLUDED FROM COMPETITIVE BIDDING

The district is not required to engage in competitive bidding, pursuant to Idaho Code Section 67-2803, as follows:

1. Contracts for services, regardless of their nature, valued at less than twenty-five thousand dollars ($25,000); and

2. Contracts for personal or professional services to be performed by an independent contractor. Contracts with certain public works construction professionals must comply with requirements as set forth in “Contracts with Certain Public Works Construction Professionals” section of this policy.

BUS TRANSPORTATION SERVICES

In the event the district anticipates expending over twenty-five thousand dollars ($25,000) through a contract for bus transportation services, Idaho Code Section 33-1510 will be followed.

SERVICE CONTRACTS VALUED BETWEEN $25,000 AND $50,000

When the board contemplates entering into a service contract for other than professional or personal services, valued in excess of twenty-five thousand dollars ($25,000) but not to exceed fifty thousand dollars ($50,000), it will solicit competitive bids.

Bid Solicitation

The written solicitation for bids will be sent to no fewer than three (3) vendors by electronic or physical delivery. The solicitation will describe the services to be provided in sufficient detail to allow a vendor of such services to understand what the board seeks to procure, the electronic or physical delivery method(s) authorized to submit a bid, and the date and time by which the board clerk must receive a bid proposal. The time to respond to the solicitation must be reasonable; such time will not be less than three (3) business days, except in the event of an emergency.
Objections

The board clerk must receive any written objections to specifications or bid procedures at least one (1) business day before the date and time the bids are due to be received. *The board or designee will respond to any such objection in writing and communicate such response to all prospective bidders, adjusting bidding timeframes if necessary.*

Contract Award

Upon receipt of the written bids, the clerk will compile and submit the written bids to the board or designee, which will approve the responsive bid proposing the lowest price or reject all bids and publish notice for bids, as before.

If the board finds that it is impractical or impossible to obtain three (3) bids for the proposed services, the board may acquire such services in any manner the board deems best from a qualified vendor quoting the lowest price. When fewer than three (3) bids are considered, the board will document the efforts undertaken to obtain at least three (3) bids. Such documentation will be maintained for at least six (6) months after any such procurement is made. If two (2) or more price quotations are the same and both constitute the lowest responsive bids, the board has discretion to accept the bid it chooses.

SERVICE CONTRACTS VALUED IN EXCESS OF $50,000

When the board contemplates entering into a service contract for other than professional or personal services, valued in excess of fifty thousand dollars ($50,000), an open competitive sealed bid process will be utilized.

Bid Solicitation

The written request for bids, and notices thereof, will succinctly describe the services to be provided and set a date, time, and place for the opening of bids. Two (2) notices soliciting bids must be published in the newspaper of general circulation in the district. The first notice must be published at least two (2) weeks before the date for opening bids, with the second notice to be published in the succeeding week at least seven (7) days before the date that bids are scheduled to be opened. Copies of specifications, bid forms, bidder’s instructions, contract documents, and general and special instructions will be made available upon request by any interested bidder. Bids that do not substantially comply with the bid forms will not be considered.

Objections

The board clerk must receive any written objections to specifications or bid procedures at least three (3) business days before the date and time the bids are due to be received. *The board or designee will respond to any such objection in writing and communicate such response to all prospective bidders, adjusting bidding timeframes if necessary.*
Bid Security

If the board deems it is in the district’s best interest, it may require bidders to provide bid security in an amount equal to at least five percent (5%) of the amount bid. If required, a bid will not be considered unless one (1) of the forms of bidder’s security is enclosed with it. The board may require that the bid security be in one of the following forms:

1. Cash;
2. A cashier’s check payable to the district;
3. A certified check payable to the district; or
4. A bidder’s bond executed by a qualified surety company, payable to the district.

Contract Award

Sealed bids will be opened in public at the date, time, and place specified in the notice, thereafter to be compiled and submitted to the board. Any bid received by the board may not be withdrawn after the time set in the notice for opening of bids.

In its discretion, the board may reject all bids and re-bid, or may, after finding it to be a fact, pass a resolution declaring that the subject goods can be procured more economically on the open market. If two or more bids are the same and both constitute the lowest responsive bids, the board may accept the one it chooses.

If the board chooses to award the contract to a bidder other than the apparent low bidder, the board will declare its reason(s) on the record and communicate such reason(s) in writing to all who have submitted a competing bid.

Failure to Execute Contract

If the successful bidder fails to execute the contract, the amount of his bidder’s security may be forfeited to the district at the sole discretion of the board and, thereafter, the proceeds may be deposited in a designated fund out of which the reasonable expenses for procuring substitute performance are paid.

The board may, on the refusal or failure of the successful bidder to execute the contract, award the contract to the next lowest qualified bidder. If the board awards the contract to the next lowest qualified bidder, the amount of the lowest qualified bidder’s security may be applied by the board to the difference between the lowest responsive bid and the next lowest responsive bid, and the surplus, if any, shall be returned to the lowest bidder if cash or check is used, or to the surety on the bidder’s bond if a bond is used, less reasonable administrative costs not to exceed twenty-five percent (25%) of the amount of the bidder’s security.
Objection to Contract Award

If any participating bidder objects to the award of a contract, such bidder must submit a written response to the board’s notice within seven (7) calendar days of the date of transmittal of the notice, setting forth in such response the express reason(s) that the award decision of the board is in error. Thereafter, staying performance of any procurement until after addressing the contentions raised by the objecting bidder, the board will review its decision and determine whether to affirm or modify the award, or re-bid the contract, setting forth its reason(s) therefor. After completion of the review process, the board may proceed as it deems to be in the public interest.

CONTRACTS WITH CERTAIN PUBLIC WORKS CONSTRUCTION PROFESSIONALS

The board may negotiate contracts or agreements for professional engineering, architectural, landscape architectural, construction management, and professional land surveying services on the basis of demonstrated competence and qualifications for the type of services required at fair and reasonable prices, utilizing the following process:

1. The board will follow the statutory guidelines in the securing of all contracts for professional engineering, architectural, landscape architectural, construction management, and land surveying services if it is anticipated that the total service fee will exceed twenty-five thousand dollars ($25,000):

   a. Publish public notice in a newspaper of general circulation in the area where the work is to be done, for at least fourteen (14) days when soliciting proposals for engineering, architectural, landscape architectural, construction management, or land surveying services;

   b. Encourage persons or firms engaged in the services being solicited to submit statements of qualifications and performance data;

   c. Establish and make available to the public criteria and procedures used for the selection of qualified persons or firms to perform such services;

   d. Select the persons or firms whom the board determined to be best qualified to provide the required services, ranked in order of preference, pursuant to the district’s established criteria and procedures;

   e. Negotiate with the highest ranked person or firm for a contract or agreement to perform such services at a price determined by the board to be reasonable and fair to the public after considering the estimated value, scope, complexity, and nature of the services; and

   f. When unable to negotiate a satisfactory contract or agreement, formally terminate negotiations and undertake negotiations, following the procedure described in
subsection d, above, with the next highest ranked person or firm, until a contract
or agreement is reached.

2. In fulfilling the selection requirements, the board may limit its selection to a list of three
(3) persons or firms selected and preapproved for consideration by the board. This
preapproved list shall be established in the same manner as selection of an individual
contractor. No further publication is then required.

3. The board may request information concerning a person’s or firm’s rates, overhead, and
multipliers, if any, but such information shall not be used for the purpose of ranking in
order of preference as required in subsections a through f, above.

4. If the anticipated expenditure for these services is less than twenty-five thousand dollars
($25,000), the board will use the guidelines above, or establish other guidelines for
selection based on demonstrated competence and qualifications to perform the type of
services required, followed by negotiation of the fee at a price determined by the district
to be fair and reasonable after considering the estimated value, the scope, the complexity,
and the nature of the services.

5. When the board has previously awarded a professional services contract to a person or
firm for an associated or phased project, the board may, at its discretion, negotiate an
extended or new professional services contract with that person or firm. Associated or
phased projects are planned construction projects comprised of developmental stages that
are interrelated but individually functional.

AGREEMENT FOR JOINT EXERCISE OF PURCHASING POWERS

If determined appropriate, the board may make purchases of goods or services via contracts held
by the State of Idaho or any subdivision thereof, or any agency of the federal government, by
entering into a cooperative Agreement for the Joint Exercise of Purchasing Powers with that
entity, pursuant to Idaho Code Sections 67-2326 through 67-2333, 33-315 through 33-318, and
33-601. The vote on the decision to enter into a cooperative Agreement for the Joint Exercise of
Purchasing Powers will be by resolution of the board and the minutes will reflect the board’s
reason(s) for doing so. Upon entering into such an Agreement, the board will forego the bidding
process.

PUBLIC CALAMITY RESOLUTION

If there is a great public calamity, such as an extraordinary fire, flood, storm, epidemic, or other
disaster, or if it is necessary to do emergency work to prepare for national or local defense, or it
is necessary to do emergency work to safeguard life, health, or property, the board may pass a
resolution declaring that an emergency exists and the public interest and necessity demand the
immediate expenditure of public money to safeguard life, health, or property. Upon adoption of
the resolution, the board may expend any sum required in the emergency without compliance
with the bidding requirements pursuant to Idaho Code Section 67-2808(1).
LEGAL REFERENCE:
Idaho Code Sections
33-601
67-5716
67-2326 through 67-2333
67-2800, *et seq.*

ADOPTED: Jan, 2006

REVIEWED:

REVISED:
*Language in text set forth in italics is optional.*
PUBLIC WORKS CONSTRUCTION UNDER $50,000; LACK OF AVAILABLE LICENSED CONTRACTORS

For any single contemplated public works construction project with an estimated total cost of less than fifty thousand dollars ($50,000), where the board determines that there may be a lack of available licensed contractors, the district may publish a notice of intent to solicit bids in the newspaper of general circulation in the district, concurrently sending such notice to the public works contractors license board, soliciting statements of interest from licensed public works contractors to determine whether one or more licensed contractors is interested in submitting a bid.

Such notice will describe the project in sufficient detail to allow an experienced public works contractor to understand the construction project, the method(s) authorized for submitting bids (electronic or physical delivery), and the date and time by which a bid proposal must be received by the board clerk. The solicitation must provide a reasonable time to respond to the solicitation, provided that, except in the event of an emergency, such time shall not be less than three (3) business days. If no licensed public works contractor submits a statement of interest, the board may purchase public works construction from other than a licensed public works contractor by using the same procurement procedures otherwise specified herein.

PUBLIC WORKS CONSTRUCTION BETWEEN $25,000 AND $100,000

When the board contemplates public works construction valued in excess of twenty-five thousand dollars ($25,000) but not to exceed one hundred thousand dollars ($100,000), the following procedures will be used:

Solicitation for Bids

The board will draft a written solicitation for bids for the public works construction, describing the project in sufficient detail to allow an experienced public works contractor to understand the construction project, the method(s) authorized for submitting bids (electronic or physical delivery), and the date and time by which a bid proposal must be received by the board clerk. The solicitation must provide a reasonable time to respond to the solicitation, provided that, except in the event of an emergency, such time shall not be less than three (3) business days. The solicitations will be delivered, by electronic or physical means, to no fewer than three (3) owner-designated licensed public works contractors.

Objections

The board clerk must receive written objections to specifications or bid procedures at least one (1) business day before the date and time upon which bids are scheduled to be received. The board or designee will respond to any such objection in writing and communicate its response to all prospective bidders, adjusting bidding timeframes if necessary.
Contract Award

When written bids have been received, they will be submitted to the board or designee, which may approve the lowest responsive bid or reject all bids and publish notice for bids, as before.

If the board finds that it is impractical or impossible to obtain three (3) bids for the proposed public works project, the board may acquire the work in any manner it deems best from a qualified public works contractor quoting the lowest price. When fewer than three (3) bids are considered, the board will document the efforts undertaken to procure at least three (3) bids, and such documentation shall be maintained for at least six (6) months after the decision is made. If two or more price quotations offered by different licensed public works contractors are identical and constitute the lowest responsive bids, the board may accept the one it chooses.

PUBLIC WORKS CONSTRUCTION IN EXCESS OF $100,000

When the board contemplates public works construction valued in excess of one hundred thousand dollars ($100,000), the board will engage in a competitive sealed bid process and contract with the qualified public works contractor submitting the lowest bid price complying with bidding procedures and meeting any prequalifications established by the bid documents. The board may elect to solicit competitive bids for public works construction with or without requiring prequalifications.

Soliciting Bids Without Prequalification Requirements

The board will consider bids submitted from any licensed public works contractor desiring to bid upon a public works project. In awarding a contract, the board may only consider the amount bid, bidder compliance with administrative requirements of the bidding process, and whether the bidder holds the requisite license.

The request for bids shall set a date and place for the public opening of bids. Two (2) notices soliciting bids shall be published in the newspaper with general circulation in the district. The first notice shall be published at least two (2) weeks before the date for opening bids, with the second notice to be published in the succeeding week at least seven (7) days before the date that bids are scheduled to be opened. The notice will succinctly describe the project to be constructed. Copies of specifications, bid forms, bidder’s instructions, contract documents, and general and special instructions will be made available upon request and payment of a reasonable plan copy fee by any interested bidder.

Soliciting Bids With Prequalification Requirements

The board may require that contractors “prequalify” prior to entering into competitive bidding for a public works project. Prequalification standards may be established by the board to consider the following issues: demonstrated technical competence, experience constructing similar facilities, prior experience with the district, available nonfinancial resources, equipment and personnel as they relate to the project, and overall performance history based upon a contractor’s entire body of work. Any licensed contractors desiring to be prequalified to bid on a
project must submit a written response to the board’s request for qualifications. The board will
accept bids only from prequalified contractors.

The board will provide notice of the prequalification stage by publishing two (2) notices
soliciting prequalification statements in the newspaper with general circulation in the district.
The first notice must be published at least two (2) weeks before the date for opening
prequalification statements, with the second notice to be published in the succeeding week at
least seven (7) days before the date that bids are scheduled to be opened. The notice will
succinctly describe the project to be constructed, the standards for evaluating the qualifications
of prospective bidders, and the date and time by which qualification statements must be received.

Objection to Prequalification Procedures

The clerk of the board must receive written objections to prequalification procedures at least
three (3) business days before the date and time of which prequalification statements are due.
The board or designee will respond to any such objections in writing and communicate its
response to the objector and all other contractors seeking to prequalify, adjusting bidding
timeframes if necessary.

Selection of Prequalified Contractors

After a review of qualification submittals, the board may select licensed contractors that meet the
prequalification standards. If any licensed contractor submits a statement of qualifications but is
not selected as a qualified bidder, the board will supply a written statement of the reason(s) why
the contractor failed to meet prequalification standards.

Appeal of Prequalification Determination

Any licensed contractor may appeal the determination that it does not meet the prequalification
standards. Such appeal must be submitted to the board within seven (7) days after transmittal of
the prequalification results. *The board will conduct the appeal by reviewing solely the written
objection and accompanying documentation, the board will not meet with the licensed
contractor.* If the board sustains its prior decision, it will state its reason(s) for the record. The
board’s decision concerning prequalification may be appealed to the public works contractors
license board no more than fourteen (14) days following the board’s decision on appeal, pursuant
to Idaho Code Section 67-2805(3)(b).

The board will stay the bidding process during the pendency of the prequalification appeal until
the public works contractors license board completes its review, but in no instance more than
forty-nine (49) days after the board issued its final decision regarding the prequalification appeal.
Any licensed public works contractor affected by a decision on appeal by the public works
contractors license board may, within twenty-eight (28) days of the final decision, seek judicial
review as provided by Chapter 52, Title 67, Idaho Code.

Following the conclusion of the prequalification administrative procedures, the bidding stage
shall proceed by the setting of a time, date, and place for the public opening of bids. A notice
soliciting bids shall be transmitted to prequalified bidders at least fourteen (14) days before the date of opening the bids. The notice shall succinctly describe the project to be constructed. Copies of specifications, bid forms, bidder’s instructions, contract documents, and general and special instructions shall be made available upon request and payment of a reasonable plan copy fee by any prequalified bidder.

Objections to Bid Specifications/Procedures

The clerk of the board must receive written objections to specifications or bidding procedures at least three (3) business days before the date and time upon which bids are scheduled to be opened. The board supervising the bidding process will respond to any such objection in writing and communicate such response to the objector and all other plan holders, adjusting bidding timeframes if necessary.

Delivery of Bids

All bids must be presented or otherwise delivered under sealed cover to the clerk of the board with a concise statement on the outside identifying the project to which the bid pertains.

Bid Security

If the board deems it is in the district’s best interest, it may require the bidder to provide bid security in an amount equal to at least five percent (5%) of the amount bid. If required, a bid will not be considered unless the bidder’s security is enclosed with it. The board may require that the bid security be in one of the following forms:

1. Cash;
2. Cashier’s check, payable to the district;
3. Certified check, payable to the district; or
4. Bidder’s bond executed by a qualified surety company, payable to the district.

Bid Opening

When sealed bids have been received, they shall be opened in public at a designated place and time, thereafter to be compiled and submitted to the board for award. Any bid received by the board may not be withdrawn after the date and time set in the notice for opening of bids. A bid will not be considered if it is not submitted in a form that substantially complies with the form provided by the board, and/or the bid security, if required, is not enclosed.
Failure to Execute Contract

If the successful bidder fails to execute the contract, the amount of his bidder’s security may be forfeited to the district at the sole discretion of the board and the proceeds deposited in a designated fund to pay the expenses of obtaining substitute performance.

The board may, on the refusal or failure of the successful bidder to execute the contract, award the contract to the qualified bidder submitting the next lowest responsive bid. If the board awards the contract to the next lowest qualified bidder, the amount of the lowest qualified bidder’s security may be applied by the board to the difference between the lowest responsive bid and the next lowest responsive bid, and the surplus, if any, shall be returned to the lowest bidder if cash or check is used, or to the surety on the bidder’s bond if a bond is used, less reasonable administrative costs not to exceed twenty-five percent (25%) of the amount of the bidder’s security to the owner.

Awarding the Contract

In its discretion, the board may accept a bid, reject all bids presented, and re-bid, or, after finding it to be a fact, pass a resolution declaring that the project can be performed more economically by purchasing goods and services on the open market. If identical bids are received, the board may choose the bidder it prefers. If no bids are received, the board may procure the goods or services without further competitive bidding procedures. The board will send written notice of its decision regarding the award of the contract to all contractors who submitted a bid.

If the board chooses to award a competitively bid contract involving public works construction to a bidder other than the apparent low bidder, the board must declare its reason(s) on the record and communicate such reason(s) in writing to all persons who have submitted a competing bid.

Objections to Contract Award

Any participating bidder may object to the contract award by written response to the board’s notice of a contract award. Such response must be submitted to the board clerk within seven (7) calendar days of the date of transmittal of the notice, and set forth the express reason(s) that form the objection to the award decision. The board will stay performance of the public works construction until it has addressed the contentions raised by the objecting bidder. The board will review its decision and determine whether to affirm its prior award, modify the award, or choose to re-bid, setting forth its reason(s) therefor in writing. After completion of the review process, board may proceed as it deems to be in the public interest.
LEGAL REFERENCE:
Idaho Code Sections
33-601
67-2805

ADOPTED: Jan, 2006

REVIEWED:

REVISED:

*Language in text set forth in italics is optional.
This board of trustees will at all times comply with Idaho statutes regarding the efficient and cost-effective purchasing of goods, services, and public works construction by competitive bidding, as appropriate. Further, the district shall purchase goods and services from vendors with a significant Idaho economic presence when possible.

Before entering into a contract which requires competitive bidding pursuant to Idaho Code Sections 33-601 and 67-2800, et seq., the board will utilize the following supplemental procedures. Nothing herein is intended to conflict with the statutory requirements and other district policies.

DEFINITIONS

Bid: A formal, sealed written offer, containing the original or electronic signature of the bidder, to perform a contract to purchase or supply property or services in response to a Request for Proposal.

Bid closing: The date and time advertised, after which no further bids will be accepted by the district. Any bid received after the bid closing will be returned, unopened, to the bidder.

Bidder: An individual or entity that has submitted a bid in response to a specific solicitation on a specific item or items of property to be acquired by this district or for work services to be performed on behalf of the district.

Contractor: A bidder who has been awarded a contract by the district under this procedure.

Lowest Responsible Bidder: The responsible bidder whose bid reflects the acquisition price to be paid by this district; except that when specifications are valued or comparative performance examinations are conducted, the results of such examinations and relative score of valued specifications will be weighed, as set out in the specifications, in determining the lowest acquisition price.

Request for Proposal (RFP): The written specifications setting forth the property or services to be purchased upon which a bid can be submitted.

PREPARATION OF RFP

A Request for Proposal (RFP) setting forth the specific needs and requirements for the construction, repair, or improvement of real property, purchase of services, or purchase or repair of any equipment or other personal property for which the bid is sought will be drafted and approved by the board. A rating sheet setting forth the weight, calculated as a percentage, to be given each of the elements in the RFP will be included in the RFP.
In those instances when this district issues a RFP for the construction, repair or improvement of public works, public buildings, public places, or other work, the following will be provided:

1. Written plans and specifications of the work to be performed or materials furnished will be available for review by all interested and prospective bidders.

2. The plans and specifications, when applicable, will include the number, size, kind, and quality of materials and service required for the contract.

3. The plans and specifications shall not specify or provide the use of any articles of a specific brand or mark, or any patented apparatus or appliances when other materials are available for such purposes and when such requirements would prevent competitive bidding. In the event that brand names or other identifying information is included in the plans and specifications, such identification shall be used solely for the purpose of communicating the expectation of a quality level and shall not be interpreted as requiring use of a particular item.

LOWEST RESPONSIBLE BIDDER

The following factors will be considered in determining the lowest responsible bidder:

1. The bid amount;

2. Compliance with administrative requirements of the bidding process;

3. Requisite licensure of the bidder;

4. Meeting prequalification standards, if applicable; and

5. Verification that the bidder holds a current Idaho public works license, and previous and existing compliance of the bidder with laws relating to public works.

Unless precluded by statute, the district may also consider any of the following factors in determining the lowest responsible bidder:

1. Specific needs and requirements identified in the RFP;

2. Project costs;

3. Financial solvency of the individual or corporation bidding;

4. Prior work experience, if any, between the individual or entity and the district, including the quality of performance of previous contract or services;

5. Demonstration of the ability, capacity, and skill of bidder to perform the work required;

6. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
7. *Listing of the names and addresses of all subcontractors and providing assurance of appropriate licenses or certificates;*

8. *Posting and verification of a bid bond, if required; and*

9. *Such other information related to the performance of the contract as deemed appropriate.*

**REVIEW OF BIDS**

All bids received will be date and time stamped to ensure they were received prior to the bid closing. All bids received after the bid closing will be returned, unopened, to the bidder and will not be considered for award of the contract. After the bid closing, at the time and place stated in the advertisement for bids, bids will be opened, recorded, and made available for inspection. Any interested person may attend the bid opening.

Only those bids submitted by bidders with a current Idaho public works license at the time of bid closing will be considered.

The superintendent or designee may appoint an individual or panel, with appropriate expertise, to review and evaluate, pursuant to the rating sheet, all accepted bids. The rating sheet will designate the weight, calculated as a percentage, to be attached to each element set forth in the RFP, which will be applied by the reviewing panel in evaluating each bid.

**AWARD OF THE CONTRACT**

Based on the rating of the bids, the superintendent will make a recommendation to the board at the next regularly scheduled board meeting after the rating has been completed, unless it is determined a special board meeting to review the bids is appropriate. Such recommendation may include:

1. A recommendation that the board contract with the lowest responsible bidder, as determined by the rating sheet;

2. A recommendation to reject all bids;

3. A recommendation to reject all bids and re-bid; or

4. A recommendation that the board proceed under its own direction, subject to the approval of the state board of education, if the bid had been re-bid and no satisfactory bid was received.

Upon a majority vote of the board, the contract will be awarded to the lowest responsible bidder, as determined by the board. The district will enter into a contract and the terms set forth in the RFP and the successful bid response shall be incorporated into therein. Written contracts shall be prepared for all major construction and repair projects, signed by the board chairman on behalf of the district.
An acceptable bid or offer and a district purchase order may constitute the only contract necessary for the purchase of supplies, equipment, and minor repairs of construction projects, except that the successful bidder must meet all conditions included in the RFP.

The security of unsuccessful bidders shall be returned in a reasonable period of time, in no event any later than sixty (60) days after the bid is awarded.

**BIDDING RELIEF**

In the event a bidder made a mistake on a bid, this district will determine if the bidder is entitled to relief from the bid. Bidders will be granted relief from the bid if the bidder established to the satisfaction of the district that the following occurred:

1. A clerical or mathematical mistake was made;

2. The bidder gave this district written notice within five (5) calendar days after the opening of the bid of the mistake, specifying in the notice in detail how the mistake occurred; and

3. The mistake was material.

The district will document the receipt of the request for relief, its review of the bid, and any action taken by the district. The report will be filed with the superintendent and will be available for inspection as a public record.

In the event the district determines that relief is to be granted as set forth above, it will return any bid security filed with the district or agent thereof. Bidders who did not satisfy the conditions for relief shall forfeit any bid security. Additionally, any bidders failing to execute a contract, and not satisfying the conditions of a mistake shall forfeit any bid security.

Any bidder claiming a mistake, or who forfeits a bid security, is prohibited from participating in any re-bidding of the same project on which the mistake was claimed, or security forfeited.

**NON-MATERIAL BID IRREGULARITIES**

Non-material irregularities in the bid will be waived by this district, and the bid will not be rendered non-responsive. The following will apply in determining whether non-material irregularities exist:

1. Clerical errors, such as obvious arithmetic errors, must be discernible from the bid documents. If the errors can be corrected, the bid will be considered responsive. The revised bid amount will be used in evaluating the bid.

2. Both the error and the bidder’s intent must be readily discernible from the bid documents.

3. The correction or waiver of non-material irregularities must not affect the relative standing of, or be otherwise prejudicial to other bidders.
PROHIBITION AGAINST BID SPLITTING

Neither this district, nor any of its employees, will split or separate purchases or work projects for the purpose of evading any laws of the State of Idaho, which require competitive bidding.

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LEGAL REFERENCE:
Idaho Code Sections
33-601
67-5716
54-1904B, C, D, E
59-1026
67-2326 through 67-2333
67-2800, et seq.

ADOPTED: Jan, 2006

REVIEWED:

REVISED:

*Language in text set forth in italics is optional.
SIGNATURES

All checks issued on a Kamiah Joint School District No. 304 account must be signed by two (2) authorized individuals designated by the board.

DISBURSEMENTS

No disbursement will be approved unless sufficient funds are available in the appropriate account. Payments must be made to a specific person, company, or organization. No checks will be made payable to "cash."

District checks will not be presigned. All disbursements must be documented by original invoices, sales slips or register tapes with explanations provided.

District checks may be issued to students or employees to reimburse them for personal funds disbursed for school purposes provided that prior approval of the expenditure was received from the superintendent or designee, and proper supporting documentation is submitted.

ADVANCE PAYMENTS

Advance payments for goods and services may be authorized at the discretion of the superintendent. A written request for an advance stating the amount needed and the purpose of the advance must be submitted. When the activity is complete, the sponsor must submit a report of all expenditures with the appropriate receipts and sales slips. Any unused funds will be returned immediately.

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LEGAL REFERENCE:
Idaho Code Section 33-506(1)

ADOPTED:
7-19-99
Any check issued by Kamiah Joint School District No. 304 will be voided when:

1. It has been outstanding for more than six (6) months; or
2. It has been reported as lost or stolen; or
3. It has been returned by the payee for some reason.

If the voided check is replaced with a new check, a “stop payment” order will be filed with the bank from which the check is drawn.

LEGAL REFERENCE:
Idaho Code Section 33-506(1)

ADOPTED:
7-19-99
The Kamiah Joint School District No. 304 Board of Trustees may enter into lease-purchase agreements for goods, equipment, buses or portable classrooms, provided the written agreement meets the following requirements:

1. The annual lease payments will reflect reasonable compensation for use;

2. No penalty will be imposed on the district for proper cancellation of the lease;

3. The right to exercise the option to purchase will be at the sole discretion of the district; and

4. The cost of purchase will not exceed the reasonable value of the goods, equipment, buses or portable classrooms as of the time the option to purchase is exercised.

LEGAL REFERENCE:
Idaho Code Section 33-601A
Idaho Constitution, Art. 8, Section 3

ADOPTED:
7-19-99
The board may enter into personal service contracts, as determined to be in the best interest of the district, to carry out its responsibilities and duties in governing the district and accomplishing the district's educational goals and objectives. Such contracts are exempt from statutory bidding requirements.

"Personal service" is defined as a performance for remuneration by an individual on a specified contractual basis of specialized professional or consultive expertise germane to administration, maintenance, or conduct of governmental activities which require intellectual or sophisticated and varied services, dependent upon facilities, invention, imagination, or a specific talent which the district cannot itself provide or accomplish.

The district must publish, within fifteen (15) days of entering into any personal service contract, the parties, amount, and a one-sentence purpose for all personal service contracts over ten thousand dollars ($10,000) annual payment, regardless of what fund the contract moneys are derived from. The publication must be in a newspaper of general circulation within the geographical area wherein such personal service is to be performed.

LEGAL REFERENCE:
Idaho Code Sections
33-506
59-514
67-2803(4)

ADOPTED:

Revised: Feb. 2007

*Language in text set forth in italics is optional.
The board of trustees of this district authorizes the superintendent or designee to enter into agreements with private service providers when he/she determines that the necessary educational services are not available through the district or that it is in the best interest of a student and the district to enter into an agreement with a private service provider. Such agreements may be entered into for services identified on a student’s IEP or 504 plan, or for other educational services as needed by the district. In no event shall such agreement exceed twelve (12) calendar months.

Any agreement signed by the superintendent/designee with private service providers, pursuant to this policy, shall set forth the terms of the agreement, the relationship of the parties, the services to be provided, provisions for record keeping and confidentiality of records, the billing procedures, as well as other terms that are deemed to be necessary.

The superintendent/designee shall select private service providers pursuant to this policy based on their qualifications, work experience, availability, lack of conflict of interest with the district, and financial stability. While the superintendent/designee may also consider a parent’s request for a particular service provider, such request will not be the controlling factor in selecting a private service provider.

No private service providers hired under this policy shall be considered employees of the district. Further, all private service providers, and their employees, shall be fully qualified for the services for which the agreement specifies.

DEFINITIONS

“Private service provider” is an individual or a private agency that is properly licensed and/or certified to provide the contracted educational service. Such services may include, but are not limited to, occupational therapy, speech therapy, physical therapy, behavioral specialist, psychosocial rehabilitation services, intensive behavioral interventions, etc.

LEGAL REFERENCE:
Idaho Code Sections
33-506(1)
33-512
33-2001, et seq.
Idaho Special Education Manual 2007

ADOPTED: 
REVIEWED: 
REVISED: April 2008
It is the policy of Kamiah Joint School District No. 304 that bills or invoices for payment of goods or services will be submitted to the district office, along with supporting purchase orders and other documentation. When the bills or invoices are received by that office, they will be reviewed by the superintendent and other appropriate administrative personnel.

Verified bills will be processed for payment by attaching information related to the budget account. The bills will be reviewed by appropriate administrative personnel and a recommendation will be made to the board regarding payment.

A final payment determination will be made by the board. Checks or warrants for the approved bills will be drawn by the superintendent or designee.

All bills will be accepted, certified for payment, and paid within sixty (60) calendar days of receipt of bill, unless a contract specifies another payment arrangement.

LEGAL REFERENCE:
Idaho Code Section 67-2302

ADOPTED:
7-19-99
The purchase of materials and supplies by Kamiah Joint School District No. 304 and charged against district funds will be authorized only through a system of purchase orders or requisitions signed by authorized personnel. No cash purchases are authorized.

LEGAL REFERENCE:
Idaho Code Section 33-506

ADOPTED:
7-19-99
It is the policy of the Kamiah Joint School District No. 304 Board of Trustees to appoint each building secretary as an assistant treasurer to the district treasurer. Each building principal is designated as a secondary signer of activity checks for an amount not to exceed one thousand dollars ($1,000). Expenditures in excess of one thousand dollars ($1,000) must have prior board approval.

The board will be provided monthly reports regarding the status of all activity funds.

LEGAL REFERENCE:
Idaho Code Sections
  33-705
  33-509 A

ADOPTED:
7-19-99
PRIVACY RULE COMPLIANCE

The federal Privacy of the Health Insurance Portability and Accountability Act (HIPAA) requires the district to adopt a policy protecting the privacy rights of its employees.

DEFINITIONS

For the purposes of this policy, the following definitions apply:

1. "Privacy Officer" shall mean the superintendent or the superintendent's designee.

2. "HHS Privacy Regulations" or "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information as defined at 45 C.F.R. Parts 160 and 164, Subparts A and E.

3. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" as defined in 45 U.S.C. Section 164.501, but is limited to any such information created or received by Business Associate from or on behalf of Covered Entity.

4. "Business Associate" shall mean a person or organization not a part of the district's work force that performs certain functions or activities, such as, but not limited to, claims processing, data analysis, and billing, on behalf of the district that involves the use or disclosure of individually identifiable health information.

5. "Covered Entity" shall mean a district that acts as a "health plan," including an employer-sponsored group health plan. Exceptions to this definition are those health plans with less than fifty (50) participants that are administered solely by the employer.

PRIVACY NOTICE

A notice of primary practices regarding Protected Health Information (PHI) and the use or disclosure that may be made of PHI shall be provided annually to employees who are covered by the district's health plan.

ACCESS TO PROTECTED HEALTH INFORMATION

Employees, or their personal representatives, have the right to inspect or copy the PHI. This right to access includes access to the information held by a Business Associate of the District.
Requests to access PHI shall be in writing and the Privacy Officer shall respond within thirty (30) days or the request. If the PHI is not readily available on site, the Privacy Officer shall have an additional sixty (60) days to respond. If the Privacy Officer is not able to respond within these time limits, a written notification will be provided to the individual making the request. Responses shall be consistent with the requirements of the Privacy Rule.

RIGHT TO REQUEST AMENDMENT OF PHI

An individual has the right to request the amendment of his or her PHI. All such requests are required to be in writing and must provide a reason for the requested amendment. The Privacy Officer shall act and respond within sixty (60) days of receipt or the request. If the request is denied, the following information will be provided:

1. The basis for denial.

2. How the person may submit a written statement disagreeing with the denial.

3. A statement that, if the individual does not submit a statement of disagreement, the individual may request that the district include the request for amendment and the denial in any future disclosure of the PHI at issue.

4. A description of how the individual may complain to the district, including contact information.

All requests and related documentation shall be maintained for six (6) years.

RIGHT TO ACCOUNTING

An individual has the right to an accounting of disclosure of PHI made by the district, except disclosures made for payment, treatment, health care operations, disclosures to the subject individual, incidental disclosures, or disclosures made pursuant to a valid authorization. Such request must be in writing.

Accounting of disclosure shall include:

1. The date of disclosure, name of entity or person who received the PHI and a brief statement of the purpose, or a copy of the individual’s authorization or written request for disclosure.

2. For multiple disclosures of PHI to the same person or entity, the following may be provided in the accounting; the time or the first disclosure, a full accounting with all elements described above, the frequency period, periodicity or number of disclosures made during the accounting period, and the date of the last disclosure in the accounting period.
3. The first accounting within a 12-month period will be at no cost to the individual. A reasonable cost-based fee will be charged for all subsequent accountings of disclosures during the 12-month period.

RIGHT TO RESTRICT USE OR DISCLOSURE

An individual has the right to request in writing the district restrict the use or disclosure of PHI for purposes of treatment, payment, or health care operation. The district shall honor any restriction, except in the case of an emergency. Any agreement to restrict disclosure shall be restriction shall be documented.

Individuals have the right to restrict the manner and method of communication regarding PHI. Reasonable request as determined by the Privacy Officer will be accommodated. Such requests or agreements for confidential communication shall be reduced to writing.

DISCLOSURES WITHOUT CONSENT/AUTHORIZATION

In compliance with the Privacy Rule, the district shall disclose PHI upon request to the individual who is the subject of the PHI and to the secretary of the U.S. Department of Health and Human Services.

At the discretion of the Privacy Officer, the disclose PHI for treatment, payment, and healthcare operations without a signed authorization from the subject individual and as otherwise may be permitted under the Privacy Rule.

Disclosures for worker’s compensation purposes are excluded from coverage by HIPAA and are covered by state law.

DISCLOSURE OF PHI WITH AUTHORIZATION

A signed authorization is required for disclosure of PHI unless an exception applies. The authorization must comply with the requirements of the Privacy Rule and the disclosure shall be consistent with the terms of the authorization. The signed authorization form must be retained for six (6) years and the individual who signed the authorization must be given a copy.

AUTHORIZATION CONTENT

The authorization from shall contain, at a minimum, the following:

1. The specific and meaningful description of the information.

2. The name or other specific identification of the person(s) or class of person (such as a personal representative) authorized to make the requested use or disclosure.

3. The name or specific identification of the person(s) or class of person to whom the district may make the requested use or disclosure.
4. An expiration date or event that relates to the individual or the use or disclosure purpose, but in no case shall the expiration date be more than one (1) year after the date of the signature.

5. A statement of the individual's rights to revoke the authorization in writing and the procedure to do so.

6. A statement that any PHI used or disclosed based on the authorization may be subject to redisclosure by the recipient and may no longer be protected by the Privacy Rule.

7. A statement of the inability to condition treatment, payment, enrollment, or eligibility for benefits on the authorization.

8. The individual's dated signature.

9. If an individual's personal representative signs the authorization, a description of that representative's authority to act on the individual's behalf.

HEALTH INFORMATION FOR EMPLOYMENT PURPOSES

Health information regarding employees provided to the employer for a specific employment purpose is not PHI and will be kept in the employee's personal record. PHI will not be made part of an employee's personal record without the signed authorization of the employee or personal representative, as required by the Privacy Rule.

PRIVACY OFFICER

The superintendent or designee is appointed as the Privacy officer/contact person for the district. All complaints should be forwarded to (address) and addressed to the attention of the Privacy Officer.

LEGAL REFERENCE:
PL 104-191
42 USC § 1320D-2(d)
45 CFR § 160-164

ADOPTED: Jan, 2006

REVIEWED:

REVISED:

SECTION 800: BUSINESS PROCEDURES ©2004 Eberharter-Maki & Tappen, PA
Dear Employee:

The _________ School District No. ___ reimburses certain medical costs of employees consisting of ____________________________ (describe what costs the school district reimburses under its plan) or provides an employer-sponsored group health plan to its employees. Under the Health Insurance Portability and Accountability Act (HIPAA), the district must maintain the confidentiality of protected health information regarding employees received in the course of providing a healthcare plan. Enclosed for your review is a notice (similar to a notice received from a healthcare provider), which provides an overview of the district’s practices and procedures and sets forth your rights to access the protected health information about you and your family members maintained by the district.

Please review this information. If you have any questions, please feel free to contact me at _________ (telephone number).

Sincerely,

__________________________
Name
HIPAA Privacy Officer
NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED OR DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. Privacy Obligations:

The __________________________ School District (hereinafter “School District”) is considered to be a Health Plan under the Health Insurance Portability and Accountability Act and receives Protected Health Information regarding employees in the course of making reimbursement to those employees for deductibles paid in conjunction with insurance coverage for employees and their family members. Accordingly, we are required to maintain the privacy of certain financial, personal, and health information (Protected Health Information, PHI) and to provide you with this notice of our legal duties and privacy practices with respect to PHI. When we use or disclose PHI, we are required to abide by the terms of this notice or any subsequent notice in effect at the time of the use or disclosure.

The School District utilizes a private business entity, ____________________________ (hereinafter “Business Associate”), to implement the reimbursement payments for employees. Statement of Benefits documents may be disclosed to our Business Associate for this purpose. This disclosure will be made without the signed authorization of the employee. Other disclosures may be made for purposes of treatment, payment, or health care operations without the authorization of the employee. The School District shall comply with the requirements of the federal Privacy Rule.

II. Uses and Disclosures of PHI based upon on your written authorization:

Other uses and disclosures of your PHI will be made only with your written authorization, unless otherwise permitted or required by law, as described below. This authorization will describe how the information will be used, and a copy of this Privacy Notice will accompany each request for authorization that is made by a third party or by the School District and sent to you. You may revoke your written authorization at any time, in writing, except to the extent that your physician or the physician’s practice had taken an action in reliance on the use or disclosure indicated in the authorization.

Uses and Disclosure for Research: No PHI will be released for clinical research unless you agreed to participate in a specific research program and have provided written consent at the time of your enrollment in that research program.

III. Permitted and Required Uses and Disclosure that may be made without your consent or authorization or opportunity to object:

There are occasional circumstances in which we may use or disclose your PHI without obtaining your authorization to do so. Generally speaking, you have the right to agree to and authorize the disclosure of your PHI, then we may, in those limited circumstances using professional judgment, determine whether the disclosure is in your best interest. In this case, only the PHI that is relevant to your health care will be disclosed.

A. Emergency Circumstances. Unless you object, we may use or disclose some or all of the PHI in an emergency situation because of an individual’s incapacity or an emergency treatment circumstance.

B. Compliance with Legal Authority. We may use or disclose your PHI when we are required to do so, as in the case of reporting abuse or neglect to appropriate federal or state law enforcement agencies.
C. Others Involved in Your Health Care. Unless you object, we may disclose to a member of your family, a relative, a close friend, or any other person you identify, your PHI that directly relates to that person's involvement in your health care, or to notify or assist in notifying a family member, personal representative, or any other person that is responsible for your care, of your location, general condition, or death. Finally, we may use or disclose your PHI to an authorized public or private entity to assist in disaster relief efforts and to coordinate uses or disclosure to family or other individuals involved in your health care.

IV. Your Individual Rights:

A. Right to Request Additional Restrictions. You may request a restriction on our use or disclosure of PHI for treatment, payment, and operations. We will consider additional restrictions carefully, but we may not and are not required to agree to a requested restriction. If agreed, we will abide by the restriction.

B. Right to Receive Confidential Communications. We will accommodate any reasonable written request for you to receive PHI by alternative means of communication or at alternate locations.

C. Right to Inspect and Copy Your Records. You may request, in writing, access to your PHI in order to inspect or request copies of the records. You may be charged a fee for each copy. Under limited circumstances, as permitted by law, we may deny you access to a portion of your records, for example when a licensed health care professional feels that such disclosure may cause harm.

D. Right to Request an Amendment of Your Records. You have the right to request that your PHI maintained by the School District be amended in cases where information is erroneous or incomplete and the information originated with the School District or its Business Associate.

E. Right to Receive Accounting of Disclosures. You have the right to receive an accounting of disclosures of your information and to whom those disclosures have been made.

F. Right to Receive a Paper Copy of this Notice. Upon request, you may obtain a copy of this notice, even if you agreed to receive such notice electronically.

V. Effective Date and Duration of this Notice.

This notice of Privacy Policy for the School District will become effective on or after __________, 2004. We may change the terms of this notice from time to time as may be deemed necessary. If we change this notice, a copy will be posted in the business office of the School District. You will receive a copy of the current notice any time the School District's obligations under your health insurance coverage changes.

If you desire further information regarding your privacy rights or are concerned that your rights have been violated, you may contact our Privacy Officer at ________, Idaho ________, or you may contact the Office of Civil Rights, U.S. Department of Health and Human Services, 2201 Sixth Avenue, Mail Stop RX-11, Seattle, Washington 98121, (206) 615-2290 (telephone); (206) 615-2296 (TDD); (206) 615-2297 (facsimile).
HIPAA Authorization Form

At my request, I authorize the _______________________________ School District No. ____ (hereinafter "School District") to disclose personal health information as described below.

Name: _____________________________ Date of Birth: __________________

Street Address: ______________________________________________________

City/State/Zip: _______________________________________________________

Telephone Number: ___________________________________________________

Person or Organization Receiving the Information:

Name: _____________________________

Street Address: ______________________________________________________

City/State/Zip: _______________________________________________________

Telephone Number: ___________________________________________________

Description of Specific Information to be Disclosed:

____________________________________________________________________

____________________________________________________________________

The date or event when this Authorization expires: ________________________

(If a date or event is not specified, this authorization will expire one year from the date of signature.)

I understand that if the person or organization that receives the information is not a health care provider or health plan covered by federal privacy regulations, the person or organization may not be obligated by state or federal law to protect it.

I understand that I may cancel this authorization in writing at any time by sending a written request to the School District offices. My cancellation of this authorization will not affect any action the School District took prior to receiving my cancellation request.

This authorization is voluntary. The School District will not condition my enrollment in the health plan or eligibility for payment of benefits on receiving this authorization.

Date: _____________________________

Signature: ____________________________

(If signed by a personal representative of the employee, please complete the following.)

Personal Representative’s name: _____________________________

Relationship to member: _____________________________

(Such as parent, legal guardian, holder of power of attorney - please attach legal documentation if you are the legal guardian, holder of power of attorney, etc.)
BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into on this ____ day of ____________, 2004, by and between _______________ SCHOOL DISTRICT NO. ____ doing business at _______________, Idaho 8____, validly organized as a body corporate and politic hereby authorized to enter into contracts pursuant to Idaho Code Title 33, Chapter 6, and is a Covered Entity under the provisions of the Health Insurance Portability and Accountability Act (hereinafter “Covered Entity”), and __________________, a Business Associate under the provisions of the Health Insurance Portability and Accountability Act and doing business at _______________, Idaho 8____ (hereinafter “Business Associate”).

WHEREAS, Covered Entity will make available and/or disclose to Business Associate certain employee Protected Health Information (PHI), along with goods or services that are being provided by the Business Associate to the Covered Entity; and

WHEREAS, Business Associate will have access to and/or receive from Covered Entity certain PHI that can be used or shared only in agreement with this Agreement and the U.S. Department of Health and Human Services (HHS) Privacy Regulations.

NOW, THEREFORE, the Covered Entity and the Business Associate agree to the following for the mutual benefit of each:

1. DEFINITIONS. The following words are defined below:

   1.01 Agreement shall refer to this document.

   1.02 Business Associate shall mean ____________________, the organization receiving the Information.

   1.03 Covered Entity shall mean _______________ School District No. ____, the organization providing or making available the Information.

   1.04 Designated Record Set shall mean the PHI information regarding enrollment, payment, claims adjudication, case/medical records systems, and any other records used in whole or in part to make decisions about an individual.

   1.05 HHS Privacy Regulations or Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information as defined at 45 C.F.R. Parts 160 and 164, Subparts A and E.

   1.06 Individual shall mean the person who is the subject of the Protected Health Information, and has the same meaning as the term “individual” as defined in 45 C.F.R. Section 164.501, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).

   1.07 Parties shall mean Business Associate and Covered Entity.
1.08 **Protected Health Information or PHI** shall have the same meaning as the term "protected health information" as defined in 45 U.S.C. Section 164.501, but is limited to any such information created or received by Business Associate from or on behalf of Covered Entity.

1.09 **Required by Law** shall have the same meaning as the term "required by law" found at 45 C.F.R. Section 164.501.

1.10 **Secretary** shall mean the Secretary of the U.S. Department of Health and Human Services and/or his designee.

2. **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.**

2.01 Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law.

2.02 Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this Agreement.

2.03 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

2.04 Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.

2.05 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

2.06 Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. Section 164.526 at the request of Covered Entity or an Individual, and in the time and manner agreed between the parties.

2.07 Business Associate agrees to make internal practices, books, and records, including policies and procedures related to PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity or to the Secretary, in a time and manner agreed between the parties, or designated by the Secretary, for purposes of the Secretary determining Covered Entity’s compliance with the Privacy Rule.

2.08 Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. Section 164.528.
2.09 Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner agreed by the parties, information collected in accordance with Section 2.08 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. Section 164.528.

2.10 Business Associate shall provide an accounting of all claims to Covered Entity by _____________, 2004, and each month thereafter by the ___ day of the month.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

3.01 Specific Purpose. Except as otherwise limited in the Agreement, Business Associate may use or disclose PHI on behalf of, or to provide services to, Covered Entity for the following purposes, if such use or disclosure of PHI would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity:

3.01.01 Covered Entity contracts with Business Associate for the implementation of the agreement of Covered Entity with employees for the payment of certain deductibles by downs, reimbursement of specified deductibles and out-of-pocket expenses of employees or members of the family of employees of the Covered Entity.

3.01.02 (If there is an underlying written service agreement or contract, it should be referenced here.)

4. SPECIFIC USE AND DISCLOSURE PROVISIONS.

4.01 Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

4.02 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosure are Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4.03 Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 44 C.F.R. Section 164.504(e)(2)(i)(B).
4.04 Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. Section 164.502(j)(1)

5. OBLIGATIONS AND ACTIVITIES OF COVERED ENTITY.

5.01 Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.

5.01.01 Covered Entity shall notify Business Associate of any limitation(s) in its notice or privacy practices of Covered Entity in accordance with 45 C.F.R. Section 164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of PHI.

5.01.02 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate’s use or disclosure of PHI.

5.01.03 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. Section 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI.

5.01.04 Covered Entity shall pay Business Associate on a quarterly (monthly) basis, on or before the ___ of the month, the amount of ______ (at the rate of ______).

6. PERMISSIBLE REQUESTS BY COVERED ENTITY.

6.01 Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, including use and disclosure of PHI for data aggregation or management as requested by the Covered Entity, and for administrative activities of Business Associate.

7. TERM AND TERMINATION.

7.01 The term of this Agreement shall be effective as of __________, 2004, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Agreement.

8. TERMINATION FOR CAUSE. Upon Covered Entity’s knowledge of a material breach by Business Associate, Covered Entity shall either:
8.01 Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

8.02 Immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible; or

8.03 If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

9. EFFECT OF TERMINATION.

9.01 Except as provided in paragraph 9.02 of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

9.02 In the event Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

10. MISCELLANEOUS PROVISIONS.

10.01 Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

10.02 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

10.03 Survival. The respective rights and obligations of Business Associate under Section 9 of this Agreement shall survive the termination of this Agreement.

10.04 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

10.05 Choice of Law. This Agreement shall be governed by the laws of the State of Idaho.
10.06 Change of Address. Either party may at any time change its address for notification purposes by mailing a notice stating the change and giving the new address.

10.07 Entire Agreement. This Agreement consists of this document, and is the entire agreement between the parties regarding compliance with the Privacy Rule. There are no other agreements that are not fully stated in this Agreement and no change, release, or discharge of responsibilities arising under this Agreement shall be valid unless it is in writing and carried out by the party against whom such change, release, or discharge is sought to be enforced.

10.08 Independent Contractor. The relationship of Covered Entity and Business Associate is that of independent contractors. All acts performed by Business Associate shall be deemed to be performed in its capacity as an independent contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COVERED ENTITY: ______________________ SCHOOL DISTRICT NO. ____________

By _______________________________
Chairman
Board of Trustees

BUSINESS ASSOCIATE: ______________________________

By _______________________________
Its
The board of trustees may authorize the use of school district credit cards by trustees and designated employees to facilitate payment of travel and other expenditures that have been pre-authorized. Such use is intended to facilitate convenience for the cardholder as well as expedite access to goods or services.

The district’s business office is responsible at all times for managing the district’s credit card accounts and will track the assignment and distribution of all credit cards issued to the district, and reconcile the expenditures of each cardholder on a monthly basis. In the event that the cardholder fails to provide documentation regarding the purchase(s) to the business office, or any misuse is suspected, the business office manager shall immediately notify the superintendent.

RESPONSIBILITY OF CARDHOLDER

Any cardholder authorized to use a district credit card is responsible for reading and complying with this policy at all times. The cardholder employee shall only use the credit card to make purchases consistent with board policy and authorization.

Cardholders are expressly prohibited from purchasing the following with the district’s credit card:

- Alcoholic beverages;
- Illegal items;
- Personal items or services;
- Gifts or donations; and
- Items or services that the cardholder is not authorized to purchase by board policy.

The cardholder must obtain receipts verifying each purchase (including vendor name and location, date and time of purchase, and items/services purchased) and provide such receipts to the business office or cardholder’s supervisor by the end of the calendar month. The cardholder shall be responsible to reimburse the district for any purchases not consistent with board policy or for which the cardholder has not provided the receipt, as well as any fees/charges associated with investigating the unauthorized purchase.

The cardholder shall be responsible for the safeguarding of the credit card and the confidentiality of the information contained on and regarding the credit card while in the cardholder’s possession and/or responsibility. The cardholder shall immediately (within 24 hours) report to the business office and cardholder’s supervisor if the credit card is lost or stolen.

The credit card shall be immediately returned to the business office or cardholder’s supervisor upon request or upon termination of cardholder’s employment relationship with the district.
cardholder shall not be authorized to give the credit card to anyone other than the relevant merchant as may be required.

**DISCIPLINARY ACTION**

Any cardholder who violates this policy shall immediately reimburse the district for any unauthorized purchases. In the event it is determined that the unauthorized purchase was an intentional violation of the policy, and/or the cardholder makes such an unauthorized purchase on more than one occasion, the superintendent may determine that the cardholder must return the credit card to the district. Violation of this policy by any cardholder may be grounds for disciplinary action, up to and including immediate termination from employment with the district.

*****

**LEGAL REFERENCE:**
Idaho Code Section 33-512

**ADOPTED:** April 2008

**REVIEWED:**

**REVISED:**

*Language in text set forth in italics is optional.*
Records of the proceedings of the Kamiah Joint School District No. 304 Board of Trustees will be maintained as permanent records, except that obsolete records may be destroyed by board action as provided by Idaho law. The records will be maintained in the office of the superintendent of schools and will be open to public inspection at reasonable office hours.

LEGAL REFERENCE:
Idaho Code Sections
33-506
9-337 et seq.

ADOPTED:
7-19-99
The board of trustees recognizes that all of the business and administrative records of the district that are not expressly deemed confidential by state or federal law are public records. Included within those records are hard copy paper records and those records made and/or retained in electronic or other media format. The district administration shall determine appropriate procedures to be utilized for the storage and retrieval of all district records, including those that are in electronic or other format, to safeguard the records and facilitate compliance with the rights of the public to access public records and to comply with other legal requests for access to such materials.

LEGAL REFERENCE:
Idaho Code Sections 9-301, et seq.
Rule 26(f), Federal Rules of Civil Procedure

ADOPTED: April 2008

REVIEWED: __________

REVISED: __________
An inventory of equipment, materials, supplies, and real property owned by Kamiah Joint School District No. 304 will be maintained and updated yearly by the superintendent or designee.

When appropriate, the district will have general appraisals of district property prepared by qualified appraisers.

Inventory records will be stored in the vault or fire proof filing cabinet to protect against fire damage.

+ + + + + + +

LEGAL REFERENCE:
Idaho Code Section 33-506(1)

ADOPTED:
7-19-99
The personnel records of all Kamiah Joint School District No. 304 employees will be maintained in the district office in a locked, fireproof filing cabinet. Such records will include completed application forms, recommendations, evaluations, college transcripts, and other information deemed necessary by the district or administration.

All personnel records of a current or former employee are exempt from disclosure to the public, with the following exceptions: the employee's public service or employment history, classification, pay grade and step, longevity, gross salary and salary history, status, workplace and employing agency. All other personnel information relating to a public employee or applicant including, but not limited to, information regarding sex, race, marital status, birth date, home address and telephone number, applications, testing and scoring materials, grievances, correspondence and performance evaluations, shall not be disclosed to the public without the employee's or applicant's written consent.

The board will follow the Personnel Files policy set forth in SECTION 400: PERSONNEL of the manual regarding an employee's right to access, and request amendment of, his or her personnel records.

Disclosure of the information in personnel files must comply with the Idaho Public Records Law, Idaho Code Section 9-340, et seq.

LEGAL REFERENCE:
Idaho Code Sections
9-340, et seq.
33-518

ADOPTED:
7-19-99