

NEW HIRES

Will be up to date and provided at
Board Work Session

RESIGNATIONS

Will be up to date and provided at
Board Work Session

GRANT AGREEMENT

Title: House Bill 5202 (2022 Regular Session) General Fund Grant

Agreement Number: 107-2022-5202-61

This grant agreement ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Department of Administrative Services ("DAS" or "State"), and Newberg School District ("Recipient"). This Contract becomes effective only when fully signed and approved as required by applicable law (the "Effective Date") and, unless earlier terminated, expires on June 30, 2023 (the "Expiration Date"). The period from the Effective Date through the Expiration Date is hereinafter referred to as the "Grant Term." **Certain terms of the Contract survive its termination or expiration as set forth in Section 8.K below.**

Pursuant to the Oregon Laws 2022, chapter 110, section 423(29) (the "Authorization"), the Oregon Legislature appropriated \$750,000 from the General Fund for a grant to Recipient to support the Old Renne Park improvement.

SECTION 1 – GRANT

DAS shall provide Recipient, and Recipient shall accept from DAS, a grant (the "Grant") in the amount of \$750,000.

Conditions Precedent. DAS's obligations are subject to the receipt of the following items, in form and substance satisfactory to DAS and its counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions, and information as DAS may reasonably require.

SECTION 2 – DISBURSEMENT

- A. Full Disbursement. Upon satisfaction of all conditions precedent, DAS shall disburse the full Grant to Recipient.
- B. Condition to Disbursement. DAS has no obligation to disburse funds unless, in the reasonable exercise of its administrative discretion, it has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

SECTION 3 - USE OF GRANT

- A. Use of Grant Moneys. Recipient shall use the Grant for to support the Old Renne Park improvement.
- B. Costs Paid for by Others. Recipient may not use any of the Grant to cover costs to be paid for by another State of Oregon agency or any third party.

SECTION 4 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to DAS:

- A. Organization and Authority.
 - (1) Recipient is a school district validly organized and existing under the laws of the State of Oregon.

- (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive the Grant funds.
 - (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body.
 - (4) This Contract has been duly executed by Recipient, and when executed by DAS, is legal, valid and binding, and enforceable in accordance with their terms.
- B. Full Disclosure. Recipient has disclosed in writing to DAS all facts that materially adversely affect its ability to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- C. Pending Litigation. Recipient has disclosed in writing to DAS all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the ability of Recipient to perform all obligations required by this Contract.
- D. No Defaults. No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
- E. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or instrument to which Recipient is a party; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient or its properties or operations.

SECTION 5 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify DAS of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract and Recipient's use of the Grant funds.
- C. Annual Progress Reports. Recipient must submit to DAS annual progress reports (each a "Progress Report") until Grant funds are fully expended. A Progress Report is due one year from distribution of funding and thereafter annually until the Grant funds are fully expended. Each Progress Report shall contain a brief narrative and financial report on the total use of Grant funds. The narrative and financial report should include, but need not be limited to, the following information:
 - (1) Brief description of the Project and use of Grant funds to date;
 - (2) Timeline for major Project deliverables;
 - (3) Grant funds spent to date; and
 - (4) Project milestones met to date.

- D. Books and Records. Recipient shall keep accurate books and records of the uses of the Grant and maintain them according to generally accepted accounting principles.
- E. Inspections; Information. Recipient shall permit DAS and any party designated by DAS to inspect and make copies, at any reasonable time, of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. Recipient shall supply any related reports and information as DAS may reasonably require.
- F. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract for a minimum of six years beyond the later of the final and total expenditure or disposition of the Grant. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- G. Notice of Default. Recipient shall give DAS prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- H. Contribution.
- 1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third-Party Claim.
 - 2) With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
 - 3) With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one

hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

SECTION 6 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 6, and that failure continues for a period of 10 business days after written notice specifying such failure is given to Recipient by DAS. DAS may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 7 - REMEDIES

- A. Remedies. Upon any Event of Default, DAS may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
 - (1) Terminating DAS's commitment and obligation to make the Grant.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by DAS pursuant to section 7.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by DAS; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to DAS is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. DAS is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 7 of this Contract.

SECTION 8 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third-Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of DAS, Recipient, and their respective successors and permitted assigns.
 - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of DAS. DAS may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to DAS, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of DAS's counsel. Any approved assignment is not to be construed as creating any obligation of DAS beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract. For the avoidance of doubt, nothing in this Section 8.B(4) prevents Recipient from distributing Grant funds to contractors or subgrantees for the Project purposes described in Section 3.A.
- C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:
- (1) DAS makes no warranty or representation.
 - (2) In no event are DAS or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract.
- D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or DAS at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to DAS: Oregon Department of Administrative Services
ATTN: Kate Nass, Deputy Chief Financial Officer
155 Cottage St. NE
Salem OR 97301
kate.nass@oregon.gov

If to Recipient: Newberg School District
ATTN: Stephen W. Phillips, PhD, Superintendent
714 East 6th Steet
Newberg, OR 97132
phillipss@newberg.k12.or.us

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of DAS (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Authorization. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to DAS by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Contract (including all exhibits, schedules or attachments, if any) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Survival. The following provisions survive expiration or termination of this Contract: Sections 5.C., 5.E., 5.F., 5.H., 6, 7, 8.H., 8.I and 8.K.
- L. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON
acting by and through its
Department of Administrative Services

RECIPIENT
Newberg School District

By: Katon

By: [Signature]

Date: 8/9/22

Date: 08/02/22

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

David Berryman, Assistant Attorney General, via email dated 6/13/2022



Newberg School District 29J
Board Meeting Date: August 27, 2022

ITEM: Resolution 2022-04: Establishing Designated School District Appointments by Title.
PRESENTER: Dr. Stephen Phillips, Superintendent

ACTION

BACKGROUND:

Each year, the Board of Directors is required to designate District Appointments

Staff recommends that this be accomplished through a Board resolution for the 2022-23 school year.

Resolution 2022-04 is attached.

RECOMMENDATION:

Move that the Newberg School District Board of Directors adopt Resolution 2022-04: A Resolution Establishing Designated School District Appointments, Financial Auditors, and Legal Counsel, by title only.

Resolution 2022-04:

**RESOLUTION ESTABLISHING DESIGNATED SCHOOL DISTRICT APPOINTMENTS,
FINANCIAL AUDITORS AND LEGAL COUNSEL FOR THE 2022-23 SCHOOL YEAR**

WHEREAS The Newberg School District Board of Directors is required by Oregon law (ORS 332.515, 328.441, 328.445) to designate school district appointments annually; and

WHEREAS The Newberg School District Board of Directors determines that the custodian of funds may utilize a facsimile signature for the purpose of signing checks;

WHEREAS The Newberg School District Board of Directors is required by Oregon law (ORS 328.465, 327.137, 297.405) to name financial auditors for the school year, and

WHEREAS It is best practice to designate school district legal counsel, District auditors and insurance agent of record annually; therefore, and

BE IT RESOLVED That Newberg School District Board of Directors designates the following appointments:

- 1) Chief Administrative Officer: Superintendent
- 2) Custodian of Funds: Superintendent
- 3) Authorizers for Purchase Orders: Superintendent and CFO
- 4) Federal Grant Representatives: Superintendent and CFO
- 5) Deputy Clerk: Director of Operations & Finance
- 6) Budget Officer: Director of Operations & Finance

BE IT RESOLVED That the Newberg School District Board of Directors authorizes Custodian of Funds' facsimile signature to be used as an authorizing signature on District checks; and

BE IT RESOLVED That the Newberg School District Board of Directors designate that the following firms shall serve as District legal counsel:

- 1) Garrett, Hemann, Robertson of Salem
- 2) Hungerford Law of Oregon City
- 3) Mersereau and Shannon (Bond attorneys)
- 4) WESD - Lisa Freiley
- 5) Tyler Smith & Associates, Tyler Smith
- 6) Hart Wagner, LLP of Portland
- 7) Harrang Long - Gary Rudnick of Eugene

BE IT RESOLVED That the Newberg School District Board of Directors designate Pauley Rogers & Co., PC as District auditors; and

BE IT RESOLVED That the Newberg School District Board of Directors designate Brown and Brown Northwest as the District insurance agency of record.

Signed:

Date:

Board Chair

Last Updated On 8/27/2022

WELLS FARGO

Accountholder Name	Description	Acct #	Signers	
			Name	Title
Newberg School District	General Account	4159624188 Over \$5,000 Over \$5,000 Over \$5,000 Over \$5,000 Over \$5,000 Over \$5,000 Over \$5,000	Stephen Phillips	Superintendent
			Gregg Koskela	Bond Manager
			Karen Pugsley	Director of Teaching & Learning Human Resources Coordinator
			Ellen Lowe	Director of Operations & Finance
			Nikki Fowler	Bond Manager
			Larry Hampton	Bond Manager
			Heather Bixby	Director of Finance
			Tabitha Renne	Executive Assistant to Superintendent
Newberg School District	Food Service Acct	4159624170 Over \$5,000 Over \$5,000 Over \$5,000 Over \$5,000 Over \$5,000 Over \$5,000 Over \$5,000 Over \$5,000	Stephen Phillips	Superintendent
			Gregg Koskela	Bond Manager
			Karen Pugsley	Director of Teaching & Learning Human Resources Coordinator
			Ellen Lowe	Director of Operations & Finance
			Nikki Fowler	Bond Manager
			Larry Hampton	Bond Manager
			Heather Bixby	Director of Finance
			Tabitha Renne	Executive Assistant to Superintendent
Newberg High School	High School ASB	4172563744	Stephen Phillips	Superintendent
			Tami Erion	Principal
			Anthony Buckner	Assistant Principal
			Mark Brown	Director of Athletics
			Benjamin Patterson	Assistant Principal

CONTACT:

Elaine Villa
Wells Fargo Bank, NA
100 W. Washington, Floor 13
Phoenix, AZ 85003
Phone - 602-378-1114
Fax - 603-378-2133
Email - elaine.villa@wellsfargo.com

Last Updated On 7/08/2022

WELLS FARGO

Accountholder Name	Description	Acct #	Signers	
			Name	Title
Newberg School District	General Account	4159624188	Stephen Phillips	Superintendent
		Over \$5,000	Gregg Koskela	Bond Manager
		Over \$5,000	Karen Pugsley	Director of Teaching & Learning
		Over \$5,000	Ellen Lowe	Human Resources Coordinator
		Over \$5,000	Nikki Fowler	Director of Operations & Finance
		Over \$5,000		
		Over \$5,000		
		Over \$5,000		
Newberg School District	Food Service Acct	4159624170	Stephen Phillips	Superintendent
		Over \$5,000	Gregg Koskela	Bond Manager
		Over \$5,000	Karen Pugsley	Director of Teaching & Learning
		Over \$5,000	Ellen Lowe	Human Resources Coordinator
		Over \$5,000	Nikki Fowler	Director of Operations & Finance
		Over \$5,000		
		Over \$5,000		
		Over \$5,000		
Newberg High School	High School ASB	4172563744	Stephen Phillips	Superintendent
			Tami Erion	Principal
			Anthony Buckner	Assistant Principal
			Mark Brown	Director of Athletics

CONTACT:
 Elaine Villa
 Wells Fargo Bank, NA
 100 W. Washington, Floor 13
 Phoenix, AZ 85003
 Phone - 602-378-1114
 Fax - 603-378-2133
 Email - elaine.villa@wellsfargo.com

last updated on 08/19/2022

COLUMBIA BANK

Accountholder Name	Description	Acct #	Signers		Signer Type	
			Name	Title		
Antonia Crater Elementary	Student Body Antonia Crater	6043045	Joe Morelock	Superintendent		Remove
			Stephen Phillips	Superintendent		Add
			John McAndrews	Principal	Primary Signer	Remove
			Emily Chadwick	Principal	Primary Signer	Add
			Jennifer Bass Laura Ingram	Counselor Secretary	Secondary Signer Secondary Signer	
Dundee Elementary	Student Body Dundee Elem	6043056	Joe Morelock	Superintendent		Remove
			Stephen Phillips	Superintendent		Add
			Reed Langdon	Principal	Primary Signer	Remove
			Tim Wright	Principal	Primary Signer	Add
			Debi Adamski Savannah Chilcote	Ed Assistant Secretary	Secondary Signer Secondary Signer	
Edwards Elementary	Student Body Edwards Elem	6043012	Joe Morelock	Superintendent		Remove
			Stephen Phillips	Superintendent		Add
			Scott Murphy	Principal	Primary Signer	Remove
			Nicole Love	Principal	Primary Signer	Add
			Ronald Hampton	Counselor	Secondary Signer	Remove
			Megan Alvarez Trejo	Secretary	Secondary Signer	Add
			Micaela Pizano	Secretary	Secondary Signer	Remove
Ewing Young Elementary	Student Body Ewing Young	6043023	Joe Morelock	Superintendent		Remove
			Stephen Phillips	Superintendent		Add
			Brian Wood	Principal	Primary Signer	
			Dawn Reed	Teacher	Secondary Signer	Add
			Kailey Estevez	Teacher	Secondary Signer	Add
			Terrence Evers	Teacher	Secondary Signer	Remove
Joan Austin Elementary	Student Body	160003893	Joe Morelock	Superintendent		Remove
			Stephen Phillips	Superintendent		Add
			Jennifer Bailey	Principal	Primary Signer	Remove
			Ashley Lee	Principal	Primary Signer	Add

Joan Austin		Jennifer Botenhagen Jaylene Hardeman Kaylee Cooper Jeannie Buck	Teacher Secretary Counselor Teacher	Secondary Signer Secondary Signer Secondary Signer Secondary Signer	Remove Add Add Remove
Mabel Rush Elementary					
	Student Body	6115326	Joe Morelock Stephen Phillips Tim Lauer Monica Skaggs Jennifer Sciolino-Moore Summer Neiss	Superintendent Superintendent Principal Secretary Secretary Academic Intervention Assistant	Remove Add Remove Add Remove Add Remove Add
	Mabel Rush			Primary Signer Secondary Signer Secondary Signer Secondary Signer	Remove Add Remove Add
Chehalem Valley Middle					
	Student Body	160002093	Joe Morelock Stephen Phillips Casey Petrie Andrew DeBois Roger Lorenzen Nathalie Hardy	Superintendent Superintendent Principal Principal Asst Principal Secretary	Remove Add Remove Add Remove Add
	Chehalem Valley			Primary Signer Primary Signer Secondary Signer Secondary Signer	Remove Add Remove Add
Mountain View Middle					
	Student Body	0160000428	Joe Morelock Stephen Phillips Terry McElligott Jennifer Bailey Cassandra Thonstad Lindsay Kopacek Cynthia Wall	Superintendent Superintendent Principal Principal Asst Principal Asst Principal Secretary	Remove Add Remove Add Remove Add Remove Add
	Mt. View MS			Primary Signer Primary Signer Secondary Signer Secondary Signer	Remove Add Remove Add

Remove
Add

Newberg Schools Contact

Helen LeFebvre

(503) 554-5011

(503) 537-3237 fax

lefebvreh@newberg.k12.or.us

Becky Brenner

(503) 554-5039

brennerr@newberg.k12.or.us

Columbia Bank Contact

Maria Miller

(503) 538-3184 phone

(503) 538-0370 fax

mimiller@columbiabank.com

Newberg School District 29J

Code: **KL/JFH**
Adopted: 12/10/07
Revised/Readopted: 9/08/15
Orig. Code(s): 8350

Public and Student Complaint Procedure

Although no person will be denied the right to petition the Board for redress of a grievance, complaints shall be referred through the proper administrative channels for resolution before investigation or action by the Board. Exceptions are complaints that concern superintendent or Board actions or Board operations.

Complaints, including but not limited to those regarding instruction, discipline or learning materials should be handled in the following order unless otherwise identified:

1. Teacher/employee or other personnel;
2. Site administrator;
3. Superintendent/designee;
4. Board.

Any complaint about school personnel other than the superintendent shall be investigated pursuant to Administrative Regulation KL-AR- Public and Student Complaint Procedure before consideration and action by the Board. The Board shall not hear charges against employees in open session unless requested by the employee.

Complaints against an administrator may be filed with the superintendent. Complaints against the superintendent should be referred to the Board chair. The Board may refer the investigation to a third party.

Complaints against the Board as a whole or against an individual Board member should be made to the Board chair and may be referred to district counsel. Complaints against the Board chair may be made directly to the Board vice chair.

If a complaint alleges violation of state standards and is not resolved at the local level then the district will supply the complainant with appropriate information to file a direct appeal to the State Superintendent of Public Instruction as outlined in the Oregon Administrative Rules (OAR) 581-022-1940.

END OF POLICY

Legal Reference(s):

ORS 192.610 - 192.690

ORS 332.107

OAR 581-022-1940

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).
Connick v. Myers, 461 U.S. 138 (1983).

Public and Student Complaint Procedures

The Board directs the superintendent to implement the following process when handling public or student complaints within the district. Complaints regarding discrimination or harassment on any basis protected by law are governed by Board policy AC - Nondiscrimination and administrative regulation AC-AR - Discrimination Complaint Procedure.

Categories of Complaint

Complaints against the superintendent: If the superintendent is the subject of the complaint, the individual may file a complaint directly with the Board chair as indicated in Step Four.

Complaints against the Board as a whole or against an individual Board member should be made to the Board chair and may be referred to district counsel. Complaints against the Board chair may be made directly to the Board vice chair.

All other complaints shall be initiated at Step One.

Initiating a Complaint: Step One

Any person who wishes to express a complaint should discuss the matter with the school employee involved (teacher, counselor, assistant principal, secretary, etc.) Building administrators may request that concerns be submitted in writing.

The Building Administrator: Step Two

If unable to resolve a problem or concern at Step One within 5 working days of meeting with the employee, the complainant may file a written, signed complaint with the building administrator. The building administrator shall evaluate the evidence and render a decision within 10 working days after receiving the complaint.

The Superintendent/Designee: Step Three

If a discussion at the building level does not resolve the complaint or is not practical under the circumstances, within 5 working days of meeting with the building administrator a complainant wishing to pursue the action shall file a signed, written complaint with the superintendent clearly stating the nature of the complaint and a suggested solution or outcome. (A form is available, but is not required.)

The superintendent/designee shall investigate the complaint, confer with the complainant and the parties involved and prepare a written report of findings and conclusions and provide that report to the complainant within 10 working days after receiving the written complaint.

Should the superintendent appoint a designee for the purpose of investigating and rendering a decision on the complaint and the complainant wishes to appeal the decision of the designee, the complainant may submit a written appeal to the superintendent. This appeal must be submitted within 5 working days after the receipt of the designee's response to the complaint. The superintendent will review the merits of the complaint and the designee's decision and respond in writing to the complainant within 10 working days.

The Board: Step Four

If the complainant is dissatisfied with the superintendent's findings and conclusion, the complainant may appeal the decision to the Board within 5 working days of receiving the superintendent's decision. The Board shall hold a hearing to review the findings and conclusion of the superintendent, to hear the complainant and hear and evaluate other evidence as it deems appropriate. Generally all parties involved, including the school administration, will be asked to attend the hearing for the purposes of presenting facts, explanations and clarifying the issues.

The Board may elect to hold the hearing in executive session if the subject matter qualifies under Oregon Revised Statute 192.660.

The complainant shall be informed of the Board's decision within 20 working days from the close of the hearing. The Board's decision shall be final.

Timelines may be extended based on mutual consent of the parties in writing.

If a complaint alleges a violation of state standards and is not resolved at the Board level, then the district will supply the complainant with appropriate information in order to file a direct appeal to the State Superintendent of Public instruction as outlined in Oregon Administrative Rule (OAR) 581-022-1940.

NEWBERG SCHOOL DISTRICT

COMPLAINT FORM

To: _____ Name of School _____

Person Making Complaint _____

Telephone Number _____ Date _____

Nature of Complaint _____

Who should we talk to and what evidence should we consider? _____

Suggested solution/resolution/outcome: _____

Office Use: Disposition of Complaint: _____

Signature: _____ Date: _____

cc: District Office

Newberg School District 29J

Code: BBA
Adopted: 9/11/06
Revised/Readopted: 12/09/19
Orig. Code: BBA

Board Powers and Duties

The Legislature of the state of Oregon delegates to the Board responsibility for the conduct and governance of programs and services in the district. The general powers granted to the Board are:

1. Legislative or Rule-Making Authority

In regular or special public meetings, after open discussion and by recorded vote, the Board will establish rules or policy to govern the conduct of its members and the proceedings of the Board.

The Board shall establish policies and regulations for governing the programs and services of the district consistent with State Board of Education rules and with local, state and federal laws.

The Board is responsible for providing adequate and direct means for keeping informed about the needs and wishes of the public and for keeping members of the community informed about the schools.

2. Judicial Authority

As provided by law, policy or contract, the Board acts as a fact-finding body or a court of appeal for staff members, students and the public when issues involve Board policies or agreements and their implementation, and when the Board must determine the rights, duties or obligations of those who address the Board.

3. Executive/Administrative Authority

The Board will appoint a superintendent delegated to establish administrative regulations to implement Board policy and goals. The Board will evaluate the superintendent's performance.

The Board may establish academic and financial goals for the district and evaluate the superintendent's implementation of those goals.

The Board will oversee the district's financial affairs by authorizing, appropriating and adopting budgets and by proposing local option or bond elections, when appropriate and as allowed by law, to provide for program operation and maintenance or acquisition of district property.

The Board will authorize the superintendent to approve payment on all contracts and business transactions of the district in accordance with Board policies on purchasing and budget requirements. The Board will provide for an annual audit of the district's assets.

The Board will employ the staff necessary to carry out the educational program and will provide for regular evaluation of staff.

The Board will direct the collective bargaining process to establish collective bargaining agreements with the district's personnel. The Board will establish, through the collective bargaining process where appropriate, salaries and salary schedules, other terms and conditions of employment, and personnel policies for districtwide application.

The Board will establish the days of the year and the hours of the day when school will be in session.

END OF POLICY

Legal Reference(s):

ORS 192.630

ORS 243.656

ORS Chapters 279A, 279B and 279C

ORS 294.305 to -294.565

ORS 328.205 to -328.304

ORS 332.072

ORS 332.075

ORS 332.105

ORS 332.107

ORS Chapter 339

ORS 342.805 to -342.937

ORS Chapter 343

Newberg School District 29J

Code: BBAA
Adopted: 7/10/06
Revised/Readopted: 12/09/19
Orig. Code: BBAA

Individual Board Member's Authority and Responsibilities

All actions of the Board are performed at regular and special meetings and are a matter of record. An individual Board member exercises the authority and responsibility of their position when the Board is in legal session only.

A Board member has the authority to act in the name of the Board when authorized by a specific Board motion. The affirmative vote of the majority of members of the Board is required to transact any business. A seven member board would require a majority vote of four. When authorized to act as the district's designated representative in collective bargaining, a Board member may make and accept proposals in bargaining subject to subsequent approval by the Board.

An individual Board member shall expect and shall receive the same consideration as any other patron of the district on matters of individual concern and should approach such matters through the established channels.

A Board member has the right to express personal opinions. When expressing such opinions in public, the Board member must clearly identify the opinions as their own.

Members shall be knowledgeable of information requested through Board action, supplied by the superintendent and gained through professional Board activities.

Members of the Board shall adhere to the following in carrying out the responsibilities of membership:

1. Request for Information

Any individual Board member who desires a copy of an existing written report or survey prepared by the administrative staff shall make such a request to the superintendent. A copy of the material may be made available to each member of the Board. Requests for the generation of reports or information which require additional expense to the district must be submitted to the Board for consideration.

2. Requests for Legal Opinions

Requests for legal opinions by a Board member must be approved by a majority vote of the Board. If the legal opinion sought involves the superintendent's employment or performance, the request should be made to the Board chair. Legal counsel is responsible to the Board. If the legal opinion sought is a matter involving the Board chair the request should be made to the vice-chair.

3. Action on Complaints or Requests Made to Board Members

When Board members receive complaints or requests for action from staff, students or members of the public, the Board members will direct the staff, students, members of the public to the appropriate complaint policy, Board policy KL – Public Complaints. Such information is to be conveyed to the superintendent.

4. Board Member's Relationship to Administration

Individual Board members shall be informed about the district's educational program, may visit schools or other facilities to gain information and may request information from the superintendent. No individual Board member may direct the superintendent to action without Board authorization. Board members shall not intervene in the administration of the district or its schools.

5. Contracts or Agreements Made By Individual Board Members

All contracts of the district must be approved by the Board, unless otherwise delegated by the Board to the superintendent or designee for approval, before an order can be drawn for payment. If a contract is made without authority of the Board, the individual making such contract shall be personally liable.

END OF POLICY

Legal Reference(s):

ORS 332.045

ORS 332.055

ORS 332.057

ORS 332.075

38 OR. ATTY. GEN. OP. 1995 (1978)

S. Benton Educ. Ass'n v. Monroe Union High Sch. Dist., 83 Or. App. 425 (1987).

Newberg School District 29J

Code: BBF
Adopted: 4/26/10
Revised/Readopted: 12/09/19
Orig. Code: BBF

Board Member Standards of Conduct

A Board members are expected to:

1. Understand that the Board sets the standards for the district through Board policy. Board members do not manage the district on a day-to-day basis;
2. Comply with ethics laws for public officials
3. Respect the right of other Board members to have opinions and ideas which differ;
4. Understand the chain of command and refer problems or complaints to the proper administrative office;
5. Recognize that the Board must comply with the Public Meetings Law and only has authority to make decisions at official Board meetings;
6. Respect the right of the public to attend and observe Board meetings; *(there is no statutory right to for the public to be heard/or speak at board meetings) they have the right to attend and observe)*
7. Respect the right of the public to be informed about district decisions and school operations as allowed by law;
8. Remember that content discussed in executive session is confidential;
9. Make decisions only after facts have been presented and discussed;
10. Recognize that decisions are made by a majority vote and should be supported by all Board members;
11. Recognize the superintendent should have full administrative authority for properly discharging professional duties;
12. Take action only after hearing the recommendations of the superintendent;
13. Recognize that the superintendent is the educational advisor to the Board;
14. Refer all complaints or problems to the proper administrative office;
15. Present personal criticisms of any school operation directly to the superintendent rather than to school personnel;
16. Be fair, honest and open- no hidden agendas;

17. Understand that Board members will receive information that is confidential and cannot be shared;
18. Refuse to bring personal problems into Board considerations;
19. Give the staff the respect and consideration due skilled professional personnel;
20. Use social media Web sites judiciously in a manner that does not violate Oregon's Public Meetings Laws;
21. When using social media Web sites and news media, Board members will treat and refer to other Board members, staff, students and the public with respect;
22. Never post confidential information about students, staff or district business on any Web sites.

END OF POLICY

Legal Reference(s):

ORS 162.015 - 162.035
ORS 162.405 - 162.425
ORS 192.610 - 192.710

ORS 244.040
ORS Chapter 244
ORS 332.055

ORS 419B.005
ORS 419B.010
ORS 419B.015

Newberg School District 29J

Code: BDDH
Adopted: 7/10/06
Revised/Readopted: 1/13/20
Orig. Code: BDDH

Public Comment in Board Meetings

All Board meetings, with the exception of executive sessions, shall be open to the public. The Board invites district community members to attend Board meetings to become acquainted with the program and operation of the district. Members of the public also are encouraged to share their ideas and opinions with the Board when appropriate.

It is the intent of the Board to ensure communications with individuals with disabilities are as effective as communications with others. Individuals with hearing, vision or speech impairments shall be given an equal opportunity to participate in Board meetings. Primary consideration shall be given to requests of qualified individuals with disabilities in selecting appropriate auxiliary aids¹ and services.

Auxiliary aids and services for persons with disabilities shall be available at no charge to the individual.

All auxiliary aids and/or service requests must be made with appropriate advance notice. Should the Board demonstrate such requests would result in a fundamental alteration in the service, program or activity or in undue financial and administrative burdens, alternative, equally effective means of communication shall be used.

Audience

During an open session of a Board meeting, members of the public may be invited to present comments during the designated portion of the agenda. At the discretion of the Board chair, further public comments may be allowed.

Request for an Item on the Agenda

A member of the public may request the superintendent to consider placing an item on the agenda of a regular Board meeting. This request should be made in writing and presented to the superintendent for consideration at least five working days prior to the scheduled meeting.

Procedures for Public Comment in Meetings

The Board shall establish procedures for public comment in open meetings. The purpose of these procedures shall be to inform the public how to effectively comment in Board meetings for the best interests of the individual, the district and the patrons. The information shall be easily accessible and available to all patrons attending a public Board meeting.

¹ Auxiliary aids include, but are not limited to, such services and devices as qualified interpreters, assistive listening systems, note takers, readers, taped texts, Brailled materials and large print.

Discussion or presentation concerning a published agenda item is limited to its designated place on the agenda, unless otherwise authorized by the Board chair.

A visitor speaking during the meeting may introduce a topic not on the published agenda. The Board, at its discretion, may require that a proposal, inquiry or request be submitted in writing, and reserves the right to refer the matter to the administration for action or study.

Persons invited by the chair to speak to the Board during a meeting should state their name and address and, if speaking for an organization, the name and identity of the organization. A spokesperson should be designated to represent a group with a common purpose.

In order that time may be provided for all who desire to speak, remarks shall be limited to five minutes per speaker unless this time limit is expressly waived by the Board chair. The Board chair may also shorten the time when there are a great number of people to be heard or limit the number of speakers who are presenting the same view on an issue. The Board chair may defer subjects to another meeting when regular business limits the time available for comments from the audience

Questions asked by the public, when possible, shall be answered immediately by the chair or referred to staff members for reply. Questions requiring investigation may, at the discretion of the chair, be referred to the superintendent for response at a later time.

At the discretion of the Board chair, anyone wishing to speak before the Board, either as an individual or as a member of a group, on any agenda item or other topic, may do so by providing the Board secretary with a completed registration card prior to the Board meeting in order to allow the chair to provide adequate time for each agenda item.

The Board chair should be alert to see that all visitors have been acknowledged and thanked for their presence and especially for any contributed comments on agenda issues. Similar courtesy should be extended to members of staff who have been in attendance. Their return for future meetings should be welcomed.

Petitions

Petitions may be accepted at any Board meeting. No action shall be taken in response to a petition before the next regular meeting. Petitions shall be referred to the superintendent for consideration and recommendation.

Comments Regarding Staff Members

Speakers may offer objective criticism of district operations and programs. The Board shall not hear comments regarding any individual district staff member. The chair shall direct the visitor to the procedures in Board policy KL-Public complaints for Board consideration of a legitimate complaint involving a staff member. A commendation involving a staff member should be sent to the superintendent, who will forward it to the employee.

END OF POLICY

Legal Reference(s):

ORS 165.535

ORS 192.610 to -192.690

ORS 165.540

ORS 332.057

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2012); 29 C.F.R. Part 1630 (2017); 28 C.F.R. Part 35 (2017).

Americans with Disabilities Act Amendments Act of 2008.

Baca v. Moreno Valley Unified Sch. Dist., 936 F. Supp. 719 (C.D. Cal. 1996).

Leventhal v. Vista Unified Sch. Dist., 973 F. Supp. 951 (S.D. Cal. 1997).

Newberg School District 29J

Code: BG
Adopted: 9/24/07
Revised/Readopted: 1/13/20
Orig. Code: BG/GBD

Board-Staff Communications

The Board desires to maintain open channels of communication between itself and the district staff. The basic line of communication will be through the superintendent.

Staff Communications to the Board

All formal communications or reports to the Board, or any Board committee, from principals, staff members will be submitted through the superintendent. This procedure will not be construed as denying the right of any employee to address the Board about issues which are neither part of an active administrative procedure, nor disruptive to the operation of the district. Staff members are invited to Board meetings, which provide an opportunity to observe the Board's deliberations on matters of district operations.

Board Communications to Staff

All official Board communications, policies and directives of staff interest and concern will be communicated to staff members through the superintendent. The superintendent will provide appropriate communication to keep staff fully informed of the Board's policies, priorities, and actions.

Visits to Schools

Board member participation in school events and activities will be regarded as informal expressions of interest in school affairs and not as "inspections". Visits by Board members in their capacity as a board member will be carried on only under Board authorization and with the full knowledge of staff, including the superintendent, principals and other supervisors.

END OF POLICY

Legal Reference(s):

ORS 332.107

OAR 581-022-2405

Anderson v. Central Point Sch. Dist., 746 F.2d 505 (9th Cir. 1984).

Connick v. Myers, 461 U.S. 138 (1983).

Lebanon Education Association/OEA v. Lebanon Community School District, 22 PECBR 323 (2008).

Menstrual Dignity Overview

Menstrual Dignity Act Summary Passage of House Bill 3294 (2021) (or ORS 326.545) and further amended by Senate Bill 1522 (2022; see Section 11), requires public education providers, which includes school districts, public charter schools, and education service districts, to provide menstrual products, i.e., tampons and sanitary pads, at no cost to students through a dispenser in student bathrooms. No policy language from OSBA is suggested at this time.

Menstrual Dignity for Students Program

The [2021 Menstrual Dignity Act](#) (HB 3294) creates the requirement for school districts to provide free menstrual products for all menstruating students in public schools in Oregon, including elementary, middle and high school students. The information below will support the implementation of the [Menstrual Dignity for Students Program](#), as outlined in OARs 581-21-0587 through 581-021-0596.

Menstrual Dignity for Students Toolkit

This toolkit outlines requirements and recommendations for program implementation that hold student equity and menstrual dignity at the center so that all students have the opportunity for safe, dignified self-care.

Menstrual Dignity for Students: Reimbursement Form (2021-22)

Please complete this form for expenses related to the Menstrual Dignity Act implementation, as per OAR 581-021-0600 through 581-021-0609. For more information about program reimbursement, please review the Implementation Toolkit linked above.

Menstrual Dignity For Students: Oregon Administrative Rules (OAR)

- [581-021-0587](#) Menstrual Dignity for Students: Definitions
- [581-021-0590](#) Menstrual Dignity for Students: Requirements
- [581-021-0593](#) Menstrual Dignity for Students: Education
- [581-021-0596](#) Menstrual Dignity for Students: Reimbursement Program

Menstrual Dignity Program: Funding Calculator (2021-22)

Please review the calculator to learn about district, charter school and ESD funding for the Menstrual Dignity Program. Within the funding calculator, you should see each district, charter school and ESD's individual total grant amount. Allocation ceilings for individual education providers is based on data from the 2020-2021 second period cumulative ADM. Reimbursement is allowable up to this grant amount.

Menstrual Dignity Program: Funding Calculator Estimate (2022-23)

District, charter school and ESD grantees shall receive reallocated grant funds for year two of the program in accordance with the ADM formula. Districts can start using their base grant amount as an estimate for planning purposes, which can be found on the [2022-2023 funding calculator](#). Additionally, per [OAR 581-32-0596](#), any unspent funds for the first year of the biennium shall be rolled into the distribution of funds for the second year of the biennium and reallocated in accordance with the ADM formula. These funds will be added to your grant in EGMS in the Fall.

April 2022 Menstrual Dignity Program Update

This bulletin, published on April 4, 2022, provides important updates on the Menstrual Dignity Program, as a result of the 2022 Legislative Session, The March 2022 State Board of Education Meeting and the grant-making and reimbursement process.

BOARD GOVERNANCE AGREEMENT

BOARD ROLES & RESPONSIBILITIES

1. Focus on governance: policy-making, strategic planning and evaluation (curriculum, district performance and superintendent).
2. Uphold the legal, compliance and confidentiality requirements on all matters arising from board meetings and executive session.
3. Recognize the role of the chair to speak for and about the board to the press and public groups. Recognize the role of the chair to convene meetings, execute documents as appropriate, and develop the agenda with the vice chair and superintendent.
4. The board and superintendent will participate annually in establishing goals and objectives for themselves and the district.
5. The board will act as ambassadors to the schools, the community and the district.

HOW WE OPERATE & MAKE DECISIONS

6. Make decisions as a whole board only at properly called meetings.
7. Support decisions of the majority. Once a decision is made, members will support the decision of the majority.
8. Two (three, or more) board members must agree before an item is placed on a meeting agenda.
9. Start and end meetings on time.
10. Notify the school administration (24 hours) before visiting a school in the role of school board member.

HOW WE COMMUNICATE

11. Communicate directly with the superintendent when information is needed or a question arises. Specific questions concerning information contained in the board packet may be addressed to the person providing the information.
12. The chair responds to group email sent to the board.
13. Be mindful that you represent the board in public and that no individual board member has the authority to speak for the board.
14. Board members will communicate with one another should an issue or problem develop between them.

BOARD & SUPERINTENDENT OPERATING AGREEMENT

PURPOSE:

For the purpose of enhancing teamwork among members of the board and between the board and the administration, we, the members of the School District Senior Leadership Team (board and superintendent) do hereby publicly commit ourselves collectively and individually to the following operating protocol:

1. **Don't spring surprises** on other board members or the superintendent. Surprises to the board or the superintendent will be the exception, not the rule. We agree to ask the board chair or the superintendent to place an item on the agenda instead of bringing it up unexpectedly at the meeting.
2. **Communication** between staff and the board is encouraged as long as it follows board policy. The senior leadership team recognizes that "good," "timely," "open" and "constant" communication regarding school district issues is extremely important. We will strive to anticipate issues which may become important or are sensitive to our school district and district stakeholders.
3. **Follow the chain of command.** The last stop, not the first, will be the board. We agree to follow the chain of command and insist that others do so. While the board is eager to listen to its constituents and staff, each inquiry is to be referred to the person who can properly and expeditiously address the issue. Board requests that will likely require considerable time or have political implications are to be directed to the superintendent. All personnel complaints and criticisms received by the board or its individual members will be directed to the superintendent.
4. **Own the collective decision-making process.** The senior leadership team will support decisions made by the board and/or the administrative team once a decision is made. We will support the majority decision(s).
5. **Exemplify the governance role.** The leadership team (board and superintendent) will support the policies our district currently has in place. We will continue to annually study and review policies for effectiveness and appropriately engage key stakeholders in the development or deletion of policies and policy revisions. We will maintain and apply district policies consistently while being cognizant of and recognizing the potential uniqueness of any given situation.
6. **Annually conduct a self-assessment/evaluation.** The board will address its behavior by yearly self-evaluation and by addressing itself to any individual problems, such as poor meeting attendance or disclosure of confidential information.
7. **Clearly state goals.** The board will set clear goals for itself and the superintendent. The board and superintendent will set clear goals for the district.

8. **Utilize CEO input.** The superintendent is the chief executive officer of the senior leadership team and should make recommendations, proposals or suggestions on most matters that come before the board.
9. **Board acts only as a body.** Individual board members do not have authority. Only the board as a whole has authority. We agree that an individual board member will not take unilateral action. The board chair will communicate the position(s) of the board on controversial issues. When board members serve on various board committees, their role shall be defined by the board as silent observer or active participant.
10. **Meeting protocol.** Conduct at a board meeting is very important. We desire to have a legacy of a well-functioning, effective board. We agree to avoid words and actions that create a negative impression on an individual, the board or the district. We will be openminded and willing to deeply listen to all speakers/presenters. We agree that we can disagree and will do so using common courtesy and respect for others. We will not react to impromptu complaints on the spot, but will assure any individual(s) that the school district will follow up.
11. **Avoid marathon board meetings.** To be efficient and effective, long board meetings should be avoided. Points should be made in as few words as possible; speeches at board meetings will be minimal. If a board member believes s/he doesn't have enough information or has questions, either the superintendent or board chair is to be called before the meeting.
12. **Practice efficient decision-making.** Board meetings are for decision-making, action and votes, not endless discussion. We agree to move to the question when discussion is repetitive.
13. **Speak to agenda issues.** The board will not converse with the audience. We agree to speak to the issues on the agenda and attend to our fellow board members. Facts and information needed from the administration will be referred to the superintendent.
14. **Executive/closed sessions** will be held only for legally appropriate subjects. Executive sessions will be held only when specific needs arise. Board members will be extremely sensitive to the legal ramifications of their meetings and comments.
15. **Children's interests come first.** The board will represent the needs and interests of all the children in our district.