



Newberg Public Schools 29J
Board Agenda
June 13, 2023
Regular Session (*REVISED 6.12.23*)

Board Meeting – Regular Session Agenda

I.	Call to Order	Dave Brown	7:00 pm
II.	Flag Salute	Trevor Dehart	
III.	Review Agenda: <ul style="list-style-type: none"> Additions and/or Deletions 	Dave Brown	
IV.	Approval of Minutes: Approve 5.23.23 Board Minutes	Dave Brown	
V.	Consent Agenda: <ul style="list-style-type: none"> New hires & resignations Superintendent Contract Deputy Superintendent Contract 	Dave Brown	
VI.	Reports, Presentations and Discussion Items: <ul style="list-style-type: none"> Audit Report – Pauly, Rogers and Co., P.C. Bond Update, Murals & Easement OSAS Results Budget Revisions/Summary May Expenditure/Revenue Reports First Reading - Policies 	Casey Cunningham/Larry Hampton Brittany Morales Heather Bixby Scott Linenberger	
VII.	Public Forum: Individuals who are onsite: During this portion of the Board Meeting, members of the public are specifically invited to present items of commendation and/or concerns. Personnel matters may not be discussed in public at a School Board meeting. Members of the public who have personnel concerns or commendations should share them directly with the district superintendent.		
VIII.	Board Action Items: <ul style="list-style-type: none"> 2023-2024 Budget Adoption – Resolution 2022-5 Joan Austin Lot Line adjustment Surplus Edwards Easement 	Heather Bixby Steve Phillips Jillian Felizarta Larry Hampton	
IX.	Student Representatives, Board & Superintendent Comments		
X.	Future Agenda Items: <ul style="list-style-type: none"> Swearing in of Board Members (7.11.23) Board Member Training (7.11.23) 		
XI.	Future Board Meeting: Work Regular Session: June 27 th , 2023 @ 7:00 pm Regular Session: July 11 th , 2023 @5:30 pm		
	Adjourn Meeting		

NO PUBLIC COMMENTS DURING BOARD WORK SESSIONS- Thirty (30) minutes has been allotted for public comments, with a two (2) minute limit per person. Public comments will be processed in the order received. Comments may be submitted via email until 4 pm the Monday before regular session board meetings to: publiccomment@newberg.k12.or.us (If you do NOT receive a response of receipt of your public comment, please reach out to Tabitha at 503.554.5041). Those submitted via email will be read by a board member or Superintendent unless otherwise noted. We will also accept comment cards, in person, from those wishing to speak on the evening of regular session meetings. Executive Session is closed to the public.

[Link to June 13, 2023 Board Meeting](#) To listen to the meeting, call one of these numbers and follow the prompts:
1-253-215-8782 or 1-301-715-8592 or login via Zoom, using Meeting ID: 813 9626 9277; Passcode: 180550



Newberg Public Schools 29J

Board Meeting Date: June 13th, 2023

ITEM: Consent Agenda
PRESENTER: Director Dave Brown

ACTION

Accept Temporary Teacher Contract: Effective July 1, 2023
Francisco Benetti — Teacher, Newberg High School

Accept Probationary Teacher Contract: Effective July 1, 2023
Jackson Buehler — Teacher Chehalem Valley Middle School
Aylea Dixon — Teacher, Edwards Elementary School
Cheryl Doe — Teacher, Catalyst High School
Lisa Dutz — School Psychologist
Angela Grissom — Speech Language Pathologist
Sara Henschel — Teacher, Mabel Rush Elementary School
Mira Jones — Teacher, Edwards Elementary School
Kyleigh Kirk — Teacher, Newberg High School
Jenny Lomeli — School Psychologist
Claire River O'Malley — Teacher, Dundee Elementary School
Katie Martinez — Teacher, Mountain View Middle School
Monseratte Martinez-Ponce — Teacher, Edwards Elementary School
Cesar Meza Prado — Teacher, Newberg High School
Andrew Sayles — Teacher, Edwards Elementary School
Sarah Seckler — Teacher, Newberg High School
Sunshine Sullivan — Teacher, Antonia Crater
Brynna Wallace — Teacher, Chehalem Valley Middle School
Shannon Wheelock — Teacher, Edwards Elementary School

Accept Probationary Administrator Contract: Effective July 1, 2023
Lacey McNay – Assistant Principal, Antonia Crater Elementary/Joan Austin Elementary

Accept Licensed Teacher Resignation: Effective June 30, 2023
James Poland — Teacher, Newberg High School
Emily Smith — Teacher, Antonia Crater
Brandon Vance — Teacher, Mountain View Middle School

Accept Licensed Teacher Retirement: Effective June 30, 2023
Tim France — Teacher, Catalyst High School
Jane Osenberg — Teacher, Mabel Rush Elementary School

Superintendents Contract – Stephen Phillips
Approve the 3 year Superintendents contract for Dr. Stephen Phillips as outlined.

Deputy Superintendent Contract – Scott Linenberger
Approve the 3 year Deputy Superintendents contract for Scott Linenberger as outlined.

RECOMMENDATION:

Move that the Newberg School District Board of Directors approve the consent agenda as presented.

North Building Mural:



South Building Mural:



Newberg Public Schools

General Ledger - Element Summary Report

Fiscal Year: 2022-2023 From Date: 5/1/2023 To Date: 5/31/2023

Account Mask: ????????????????????

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / FUNCTION	Adjusted Budget	Range To Date	Year To Date	Encumbrance	Budget Balance	Percent Used
100 - GENERAL FUND						
1000 - INSTRUCTION	\$34,090,120.00	\$2,892,985.85	\$24,877,255.77	\$7,695,493.03	\$1,517,371.20	95.55%
2000 - SUPPORT SERVICES	\$22,258,105.00	\$1,753,038.83	\$17,487,771.42	\$2,693,627.72	\$2,076,705.86	90.67%
3000 - ENTERPRISE/COMMUNITY SRVS	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0.00%
5000 - OTHER USES	\$13,500.00	\$0.00	\$0.00	\$0.00	\$13,500.00	0.00%
6000 - CONTINGENCIES	\$1,050,000.00	\$0.00	\$0.00	\$0.00	\$1,050,000.00	0.00%
7000 - UNAPPROPRIATED ENDING BAL	\$2,630,000.00	\$0.00	\$0.00	\$0.00	\$2,630,000.00	0.00%
100 - GENERAL FUND Total:	\$60,044,225.00	\$4,646,024.68	\$42,365,027.19	\$10,389,120.75	\$7,290,077.06	87.86%
201 - FEDERAL GRANTS						
1000 - INSTRUCTION	\$2,948,348.00	\$253,748.41	\$2,603,817.58	\$255,107.07	\$89,423.35	96.97%
2000 - SUPPORT SERVICES	\$6,929,532.00	\$88,588.76	\$1,750,657.75	\$201,713.58	\$4,977,160.67	28.17%
3000 - ENTERPRISE/COMMUNITY SRVS	\$17,008.00	\$0.00	\$0.00	\$0.00	\$17,008.00	0.00%
201 - FEDERAL GRANTS Total:	\$9,894,888.00	\$342,337.17	\$4,354,475.33	\$456,820.65	\$5,083,592.02	48.62%
202 - SPECIAL REVENUE						
1000 - INSTRUCTION	\$45,000.00	\$0.00	\$0.00	\$0.00	\$45,000.00	0.00%
2000 - SUPPORT SERVICES	\$242,000.00	\$147.00	\$8,728.64	\$0.00	\$233,271.36	3.61%
202 - SPECIAL REVENUE Total:	\$287,000.00	\$147.00	\$8,728.64	\$0.00	\$278,271.36	3.04%
203 - PERS RESERVE FUND						
7000 - UNAPPROPRIATED ENDING BAL	\$800,000.00	\$0.00	\$0.00	\$0.00	\$800,000.00	0.00%
203 - PERS RESERVE FUND Total:	\$800,000.00	\$0.00	\$0.00	\$0.00	\$800,000.00	0.00%
204 - STUDENT BODY FUNDS						
1000 - INSTRUCTION	\$676,000.00	\$4,775.67	\$153,930.82	\$41,200.92	\$480,868.26	28.87%
7000 - UNAPPROPRIATED ENDING BAL	\$219,000.00	\$0.00	\$0.00	\$0.00	\$219,000.00	0.00%
204 - STUDENT BODY FUNDS Total:	\$895,000.00	\$4,775.67	\$153,930.82	\$41,200.92	\$699,868.26	21.80%
206 - SCHOLARSHIPS						
1000 - INSTRUCTION	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
3000 - ENTERPRISE/COMMUNITY SRVS	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	0.00%
7000 - UNAPPROPRIATED ENDING BAL	\$151,500.00	\$0.00	\$0.00	\$0.00	\$151,500.00	0.00%
206 - SCHOLARSHIPS Total:	\$161,500.00	\$0.00	\$0.00	\$0.00	\$161,500.00	0.00%
251 - SIA						
1000 - INSTRUCTION	\$2,094,409.00	\$175,240.29	\$1,388,561.70	\$474,854.08	\$230,993.22	88.97%
2000 - SUPPORT SERVICES	\$1,614,000.00	\$120,466.64	\$1,311,792.75	\$300,657.71	\$1,549.54	99.90%
251 - SIA Total:	\$3,708,409.00	\$295,706.93	\$2,700,354.45	\$775,511.79	\$232,542.76	93.73%
252 - HIGH SCHOOL SUCCESS						

Newberg Public Schools

General Ledger - Element Summary Report

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Account Mask: ??????????????????????

Account Type: EXPENDITURE

Print accounts with zero balance
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 Include PreEncumbrance

FUND / FUNCTION	Adjusted Budget	Range To Date	Year To Date	Encumbrance	Budget Balance	Percent Used
1000 - INSTRUCTION	\$949,808.00	\$87,469.21	\$877,341.39	\$270,680.97	(\$198,214.36)	120.87%
2000 - SUPPORT SERVICES	\$361,000.00	\$4,112.49	\$51,877.99	\$17,078.83	\$292,043.18	19.10%
252 - HIGH SCHOOL SUCCESS Total:	\$1,310,808.00	\$91,581.70	\$929,219.38	\$287,759.80	\$93,828.82	92.84%
260 - STATE & LOCAL GRANTS						
1000 - INSTRUCTION	\$898,285.00	\$16,338.25	\$587,622.92	\$8,461.14	\$302,200.94	66.36%
2000 - SUPPORT SERVICES	\$415,500.00	\$14,532.90	\$359,308.59	\$15,413.27	\$40,778.14	90.19%
3000 - ENTERPRISE/COMMUNITY SRVS	\$0.00	\$0.00	\$43,200.00	\$0.00	(\$43,200.00)	0.00%
260 - STATE & LOCAL GRANTS Total:	\$1,313,785.00	\$30,871.15	\$990,131.51	\$23,874.41	\$299,779.08	77.18%
270 - PRIVATE DONATIONS						
1000 - INSTRUCTION	\$667,200.00	\$16,493.72	\$203,299.18	\$21,678.83	\$442,221.99	33.72%
2000 - SUPPORT SERVICES	\$112,000.00	\$4,882.67	\$13,297.95	\$5,438.12	\$93,263.93	16.73%
7000 - UNAPPROPRIATED ENDING BAL	\$300,000.00	\$0.00	\$0.00	\$0.00	\$300,000.00	0.00%
270 - PRIVATE DONATIONS Total:	\$1,079,200.00	\$21,376.39	\$216,597.13	\$27,116.95	\$835,485.92	22.58%
299 - NUTRITION SERVICES						
3000 - ENTERPRISE/COMMUNITY SRVS	\$2,409,796.00	\$177,193.92	\$1,578,034.69	\$292,982.66	\$538,778.65	77.64%
299 - NUTRITION SERVICES Total:	\$2,409,796.00	\$177,193.92	\$1,578,034.69	\$292,982.66	\$538,778.65	77.64%
300 - DEBT SERVICE						
7000 - UNAPPROPRIATED ENDING BAL	\$581,975.00	\$0.00	\$0.00	\$0.00	\$581,975.00	0.00%
300 - DEBT SERVICE Total:	\$581,975.00	\$0.00	\$0.00	\$0.00	\$581,975.00	0.00%
301 - PERS BOND 2003						
5000 - OTHER USES	\$4,257,570.00	\$0.00	\$523,783.40	\$0.00	\$3,733,786.60	12.30%
301 - PERS BOND 2003 Total:	\$4,257,570.00	\$0.00	\$523,783.40	\$0.00	\$3,733,786.60	12.30%
302 - DEBT SERVICE SMALL SCALE ENERGY LOAN						
5000 - OTHER USES	\$85,000.00	\$21,081.00	\$91,351.00	\$14,244.50	(\$20,595.50)	124.23%
302 - DEBT SERVICE SMALL SCALE ENERGY LOAN Total:	\$85,000.00	\$21,081.00	\$91,351.00	\$14,244.50	(\$20,595.50)	124.23%
303 - DEBT SERVICES 2021 GO BOND						
5000 - OTHER USES	\$6,155,000.00	\$4,232,819.01	\$4,232,819.01	\$0.00	\$1,922,180.99	68.77%
303 - DEBT SERVICES 2021 GO BOND Total:	\$6,155,000.00	\$4,232,819.01	\$4,232,819.01	\$0.00	\$1,922,180.99	68.77%
304 - DEBT SERVICES DUNDEE PROPERTY						
5000 - OTHER USES	\$50,025.00	\$0.00	\$50,025.00	\$0.00	\$0.00	100.00%
304 - DEBT SERVICES DUNDEE PROPERTY Total:	\$50,025.00	\$0.00	\$50,025.00	\$0.00	\$0.00	100.00%
410 - CAPITAL PROJECTS						
2000 - SUPPORT SERVICES	\$168,551.00	\$11,892.56	\$109,355.34	\$16,423.63	\$42,772.03	74.62%
4000 - FACILITIES ACQ & CONSTRCT	\$165,457,489.00	\$8,417,981.33	\$59,996,531.07	\$76,769,755.76	\$28,691,202.17	82.66%
410 - CAPITAL PROJECTS Total:	\$165,626,040.00	\$8,429,873.89	\$60,105,886.41	\$76,786,179.39	\$28,733,974.20	82.65%

Newberg Public Schools

General Ledger - Element Summary Report

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Account Mask: ??????????????????????

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / FUNCTION	Adjusted Budget	Range To Date	Year To Date	Encumbrance	Budget Balance	Percent Used
415 - CONSTRUCTION EXCISE TAX						
2000 - SUPPORT SERVICES	\$1,000,000.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	0.00%
4000 - FACILITIES ACQ & CONSTRCT	\$910,000.00	\$0.00	\$546,893.98	\$0.00	\$363,106.02	60.10%
415 - CONSTRUCTION EXCISE TAX Total:	\$1,910,000.00	\$0.00	\$546,893.98	\$0.00	\$1,363,106.02	28.63%
Grand Total:	\$260,570,221.00	\$18,293,788.51	\$118,847,257.94	\$89,094,811.82	\$52,628,151.24	79.80%

End of Report

Newberg Public Schools

General Ledger - Element Summary Report

Fiscal Year: 2022-2023 From Date: 5/1/2023 To Date: 5/31/2023

Account Mask: ????????????????????

Account Type: REVENUE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / OBJECT	Adjusted Budget	Range To Date	Year To Date	Encumbrance	Budget Balance	Percent Used
100 - GENERAL FUND						
1000 - REVENUE LOCAL SOURCES	(\$18,996,000.00)	(\$110,701.90)	(\$19,505,020.75)	\$0.00	\$509,020.75	102.68%
2000 - REVENUE INTERMED SRCS	(\$1,410,000.00)	(\$113,562.35)	(\$1,047,682.90)	\$0.00	(\$362,317.10)	74.30%
3000 - STATE REVENUE	(\$32,438,225.00)	(\$11,328,156.84)	(\$32,587,199.48)	\$0.00	\$148,974.48	100.46%
5000 - OTHER SOURCES	(\$7,200,000.00)	(\$1,013.00)	(\$7,705,402.51)	\$0.00	\$505,402.51	107.02%
100 - GENERAL FUND Total:	(\$60,044,225.00)	(\$11,553,434.09)	(\$60,845,305.64)	\$0.00	\$801,080.64	101.33%
201 - FEDERAL GRANTS						
2000 - REVENUE INTERMED SRCS	\$0.00	\$0.00	(\$5,750.00)	\$0.00	\$5,750.00	0.00%
3000 - STATE REVENUE	(\$345,000.00)	\$0.00	\$0.00	\$0.00	(\$345,000.00)	0.00%
4000 - REVENUE FROM FEDERAL SOUR	(\$9,946,978.00)	(\$89,311.62)	(\$943,397.40)	\$0.00	(\$9,003,580.60)	9.48%
201 - FEDERAL GRANTS Total:	(\$10,291,978.00)	(\$89,311.62)	(\$949,147.40)	\$0.00	(\$9,342,830.60)	9.22%
202 - SPECIAL REVENUE						
1000 - REVENUE LOCAL SOURCES	(\$47,000.00)	(\$4,572.59)	(\$43,271.66)	\$0.00	(\$3,728.34)	92.07%
5000 - OTHER SOURCES	(\$240,000.00)	\$0.00	(\$257,532.86)	\$0.00	\$17,532.86	107.31%
202 - SPECIAL REVENUE Total:	(\$287,000.00)	(\$4,572.59)	(\$300,804.52)	\$0.00	\$13,804.52	104.81%
203 - PERS RESERVE FUND						
5000 - OTHER SOURCES	(\$800,000.00)	\$0.00	(\$700,000.00)	\$0.00	(\$100,000.00)	87.50%
203 - PERS RESERVE FUND Total:	(\$800,000.00)	\$0.00	(\$700,000.00)	\$0.00	(\$100,000.00)	87.50%
204 - STUDENT BODY FUNDS						
1000 - REVENUE LOCAL SOURCES	(\$1,545,000.00)	(\$10,471.56)	(\$52,899.52)	\$0.00	(\$1,492,100.48)	3.42%
5000 - OTHER SOURCES	(\$500,000.00)	\$0.00	(\$836,291.76)	\$0.00	\$336,291.76	167.26%
204 - STUDENT BODY FUNDS Total:	(\$2,045,000.00)	(\$10,471.56)	(\$889,191.28)	\$0.00	(\$1,155,808.72)	43.48%
206 - SCHOLARSHIPS						
1000 - REVENUE LOCAL SOURCES	(\$1,500.00)	\$0.00	(\$3,171.59)	\$0.00	\$1,671.59	211.44%
5000 - OTHER SOURCES	(\$160,000.00)	\$0.00	(\$161,539.45)	\$0.00	\$1,539.45	100.96%
206 - SCHOLARSHIPS Total:	(\$161,500.00)	\$0.00	(\$164,711.04)	\$0.00	\$3,211.04	101.99%
251 - SIA						
3000 - STATE REVENUE	(\$3,708,409.00)	(\$1,781,619.39)	(\$3,563,239.39)	\$0.00	(\$145,169.61)	96.09%
5000 - OTHER SOURCES	\$0.00	\$0.00	(\$43,082.41)	\$0.00	\$43,082.41	0.00%
251 - SIA Total:	(\$3,708,409.00)	(\$1,781,619.39)	(\$3,606,321.80)	\$0.00	(\$102,087.20)	97.25%
252 - HIGH SCHOOL SUCCESS						
3000 - STATE REVENUE	(\$1,310,808.00)	(\$233,635.28)	(\$975,124.46)	\$0.00	(\$335,683.54)	74.39%
5000 - OTHER SOURCES	\$0.00	\$0.00	\$15,946.79	\$0.00	(\$15,946.79)	0.00%
252 - HIGH SCHOOL SUCCESS Total:	(\$1,310,808.00)	(\$233,635.28)	(\$959,177.67)	\$0.00	(\$351,630.33)	73.17%

Newberg Public Schools

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Account Type: REVENUE

Print accounts with zero balance
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FUND / OBJECT	Adjusted Budget	Range To Date	Year To Date	Encumbrance	Budget Balance	Percent Used
260 - STATE & LOCAL GRANTS						
2000 - REVENUE INTERMED SRCS	\$0.00	(\$8,750.00)	(\$37,744.91)	\$0.00	\$37,744.91	0.00%
3000 - STATE REVENUE	(\$857,785.00)	(\$88,559.09)	(\$1,390,490.23)	\$0.00	\$532,705.23	162.10%
5000 - OTHER SOURCES	\$0.00	\$0.00	\$201,840.40	\$0.00	(\$201,840.40)	0.00%
260 - STATE & LOCAL GRANTS Total:	(\$857,785.00)	(\$97,309.09)	(\$1,226,394.74)	\$0.00	\$368,609.74	142.97%
270 - PRIVATE DONATIONS						
1000 - REVENUE LOCAL SOURCES	(\$800,000.00)	(\$155,101.86)	(\$654,603.23)	\$0.00	(\$145,396.77)	81.83%
5000 - OTHER SOURCES	(\$300,000.00)	\$90.42	(\$442,584.67)	\$0.00	\$142,584.67	147.53%
270 - PRIVATE DONATIONS Total:	(\$1,100,000.00)	(\$155,011.44)	(\$1,097,187.90)	\$0.00	(\$2,812.10)	99.74%
299 - NUTRITION SERVICES						
1000 - REVENUE LOCAL SOURCES	(\$618,600.00)	(\$2,306.78)	(\$281,473.04)	\$767.75	(\$337,894.71)	45.38%
3000 - STATE REVENUE	(\$77,000.00)	(\$19,372.44)	(\$28,456.74)	\$0.00	(\$48,543.26)	36.96%
4000 - REVENUE FROM FEDERAL SOUR	(\$1,414,196.00)	(\$200,847.94)	(\$874,311.43)	\$0.00	(\$539,884.57)	61.82%
5000 - OTHER SOURCES	(\$300,000.00)	\$0.00	(\$839,801.94)	\$0.00	\$539,801.94	279.93%
299 - NUTRITION SERVICES Total:	(\$2,409,796.00)	(\$222,527.16)	(\$2,024,043.15)	\$767.75	(\$386,520.60)	83.96%
300 - DEBT SERVICE						
5000 - OTHER SOURCES	\$0.00	\$0.00	(\$0.05)	\$0.00	\$0.05	0.00%
300 - DEBT SERVICE Total:	\$0.00	\$0.00	(\$0.05)	\$0.00	\$0.05	0.00%
301 - PERS BOND 2003						
1000 - REVENUE LOCAL SOURCES	(\$3,957,570.00)	(\$354,082.62)	(\$3,394,499.80)	\$0.00	(\$563,070.20)	85.77%
5000 - OTHER SOURCES	(\$300,000.00)	\$0.00	(\$963,709.40)	\$0.00	\$663,709.40	321.24%
301 - PERS BOND 2003 Total:	(\$4,257,570.00)	(\$354,082.62)	(\$4,358,209.20)	\$0.00	\$100,639.20	102.36%
302 - DEBT SERVICE SMALL SCALE ENERGY LOAN						
1000 - REVENUE LOCAL SOURCES	(\$100,000.00)	(\$10,781.38)	(\$93,380.42)	\$0.00	(\$6,619.58)	93.38%
5000 - OTHER SOURCES	(\$210,000.00)	\$0.00	(\$211,073.40)	\$0.00	\$1,073.40	100.51%
302 - DEBT SERVICE SMALL SCALE ENERGY LOAN Total:	(\$310,000.00)	(\$10,781.38)	(\$304,453.82)	\$0.00	(\$5,546.18)	98.21%
303 - DEBT SERVICES 2021 GO BOND						
1000 - REVENUE LOCAL SOURCES	(\$6,170,000.00)	(\$22,560.72)	(\$6,293,620.01)	\$0.00	\$123,620.01	102.00%
5000 - OTHER SOURCES	(\$300,000.00)	\$0.00	(\$441,535.82)	\$0.00	\$141,535.82	147.18%
303 - DEBT SERVICES 2021 GO BOND Total:	(\$6,470,000.00)	(\$22,560.72)	(\$6,735,155.83)	\$0.00	\$265,155.83	104.10%
304 - DEBT SERVICES DUNDEE PROPERTY						
5000 - OTHER SOURCES	(\$92,000.00)	\$0.00	(\$69,776.18)	\$0.00	(\$22,223.82)	75.84%
304 - DEBT SERVICES DUNDEE PROPERTY Total:	(\$92,000.00)	\$0.00	(\$69,776.18)	\$0.00	(\$22,223.82)	75.84%
410 - CAPITAL PROJECTS						
1000 - REVENUE LOCAL SOURCES	(\$600,000.00)	(\$88,437.50)	(\$9,118,160.79)	\$0.00	\$8,518,160.79	1519.69%

Newberg Public Schools

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 Include Inactive Accounts
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3000 - STATE REVENUE	(\$5,026,040.00)	(\$5,026,044.00)	(\$5,776,044.00)	\$0.00	\$750,004.00	114.92%
5000 - OTHER SOURCES	(\$160,000,000.00)	\$0.00	(\$141,317,823.27)	\$0.00	(\$18,682,176.73)	88.32%
410 - CAPITAL PROJECTS Total:	(\$165,626,040.00)	(\$5,114,481.50)	(\$156,212,028.06)	\$0.00	(\$9,414,011.94)	94.32%
415 - CONSTRUCTION EXCISE TAX						
1000 - REVENUE LOCAL SOURCES	(\$510,000.00)	(\$11,449.32)	(\$354,993.49)	\$0.00	(\$155,006.51)	69.61%
5000 - OTHER SOURCES	(\$1,400,000.00)	\$0.00	(\$1,904,717.03)	\$0.00	\$504,717.03	136.05%
415 - CONSTRUCTION EXCISE TAX Total:	(\$1,910,000.00)	(\$11,449.32)	(\$2,259,710.52)	\$0.00	\$349,710.52	118.31%
Grand Total:	(\$261,682,111.00)	(\$19,661,247.76)	(\$242,701,618.80)	\$767.75	(\$18,981,259.95)	92.75%

End of Report

OSBA Model Sample Policy

Code: GBEA

Adopted:

Workplace Harassment *

Workplace harassment is prohibited and shall not be tolerated. This includes workplace harassment that occurs between district employees or between a district employee and the district in the workplace or at a work-related event that is off district premises and coordinated by or through the district, or between a district and a district employee off district premises. Elected school board members, volunteers and interns are subject to this policy.

Any district employee who believes they have been a victim of workplace harassment may file a report with the district employee designated in the administrative regulation GBEA-AR - Workplace Harassment Reporting and Procedure, may file a report through the Bureau of Labor and Industries' (BOLI) complaint resolution process or under any other available law. The reporting of such information is voluntary. The district employee making the report is advised to document any incidents of workplace harassment.

“Workplace harassment” means conduct that constitutes discrimination prohibited by Oregon Revised Statute (ORS) 659A.030 (discrimination in employment based on race, color, religion, sex, sexual orientation, gender identity, national origin, marital status, age, or expunged juvenile record), including conduct that constitutes sexual assault¹ or that constitutes conduct prohibited by ORS 659A.082 (discrimination against person in uniformed service) or 659A.112 (discrimination in employment based on disability).

The district, upon receipt of a report from a district employee who believes they are a victim of workplace harassment, shall provide information about legal resources and counseling and support services, including any available employee assistance services. The district employee receiving the report, whether a supervisor of the employer or the district employee designated to receive reports, is advised to document any incidents of workplace harassment, and shall provide a copy of this policy and accompanying administrative regulation to the victim upon their disclosure about alleged workplace harassment.

All incidents of behavior that may violate this policy shall be promptly investigated.

Any person who reports workplace harassment has the right to be protected from retaliation.

The district may not require or coerce a district employee to enter into a nondisclosure² or nondisparagement³ agreement.

The district may not enter into an agreement with an employee or prospective employee, as a condition of employment, continued employment, promotion, compensation, or the receipt of benefits, that contains a

¹ “Sexual assault” means unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat or intimidation.

² A “nondisclosure” agreement or provision prevents either party from disclosing the contents of or circumstances surrounding the agreement.

³ A “nondisparagement” agreement or provision prevents either party from making disparaging statements about the other party.

nondisclosure provision, a nondisparagement provision or any other provision that has the purpose or effect of preventing the employee from disclosing or discussing workplace harassment that occurred between district employees or between a district employee and the district, in the workplace or at a work-related event that is off district premises and coordinated by or through the district, or between a district employee and employer off district premises.

The district may enter into a settlement agreement, separation or severance agreement that includes one or more of the following provisions only when a district employee claiming to be aggrieved by workplace harassment requests to enter into the agreement: 1) a nondisclosure or nondisparagement provision; 2) a provision that prevents disclosure of factual information relating to the claim of workplace harassment; or 3) a no-rehire provision that prohibits the employee from seeking reemployment with the district as a term or condition of the agreement. The agreement must provide the district employee at least seven days after signing the agreement to revoke it.

If the district determines in good faith that an employee has engaged in workplace harassment, the district may enter into a settlement, separation or severance agreement that includes one or more of the provisions described in the previous paragraph.

It is the intent of the Board that appropriate corrective action will be taken by the district to stop workplace harassment, prevent its recurrence and address negative consequences. Staff members in violation of this policy shall be subject to discipline, up to and including dismissal and/or additional workplace harassment awareness training, as appropriate. Other individuals (e.g., board members, witnesses, and volunteers) whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the superintendent or the Board.

The district shall make this policy available to all district employees and shall be made a part of district orientation materials provided and copied to new district employees at the time of hire.

The superintendent will establish a process of reporting incidents of workplace harassment and the prompt investigation.

END OF POLICY

Legal Reference(s):

[ORS 174.100](#)
[ORS 243.317 - 243.323](#)
[ORS 659A.001](#)
[ORS 659A.003](#)
[ORS 659A.006](#)

[ORS 659A.029](#)
[ORS 659A.030](#)
[ORS 659A.082](#)
[ORS 659A.112](#)
[ORS 659A.370](#)

[ORS 659A.820](#)
[ORS 659A.875](#)
[ORS 659A.885](#)
[OAR 584-020-0040](#)
[OAR 584-020-0041](#)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (2018).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e (2018).

Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 (2018); Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 34 C.F.R. Part 106 (2020).

Bartsch v. Elkton School District, FDA-13-011 (March 27, 2014).

Newberg Public Schools 29J

Code: GBEA-AR

Revised/Reviewed:

Workplace Harassment Reporting and Procedure

Any district employee who believes they have been a victim of workplace harassment may file an oral or written report consistent with this administrative regulation, may file a report through the Bureau of Labor and Industries' (BOLI) complaint resolution process, or under any other available law.

Additional information regarding the filing of a report may be obtained through the principal, compliance officer or superintendent.

A complaint alleging an unlawful employment practice as described in ORS 659A.030, 659A.082, 659A.112 or ORS 659A.370 must be filed no later than five years after the occurrence of the alleged unlawful employment practice.

All documentation related to workplace harassment complaints may become part of the personnel file of the employee who is the alleged harasser, as appropriate. Additionally, a copy of all workplace harassment reports, complaints, and documentation will be maintained by the district as a separate confidential file and stored in the district office.

Investigation Procedure

Administration is responsible for investigating reports concerning workplace harassment. The investigator(s) shall be a neutral party having had no involvement in the report presented. If the alleged workplace harassment involves an employee's supervisor, the employee may report to the Superintendent and/or district office designee. All reports of alleged workplace harassment behavior shall be investigated.

The investigator shall:

1. Document the alleged, reported incident of workplace harassment;
2. Provide information about legal resources and counseling and support services, which may include district-provided assistance services available to the district employee;
3. Provide a copy of the district's Board policy GBEA - Workplace Harassment and this administrative regulation to the district employee; and
4. Complete the following steps:

Step 1 Promptly initiate an investigation. The investigator will arrange such meetings as may be necessary to discuss the issue with all concerned parties within 10 (ten) working days after receipt of the report. The parties will have an opportunity to submit evidence and a list of witnesses. All findings of the investigation, including the response of the alleged harasser, shall be reduced to writing. The investigator shall notify the complainant in writing that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

A copy of the report, complaint, or other documentation about the incident, and the date and details of notification to the complainant of the results of the investigation, together with any other documentation related to the workplace harassment incident, including disciplinary action taken or recommended, shall be forwarded to the superintendent and/or district office designee.

Step 2 If a complainant is not satisfied with the decision at step 1, the complainant may submit a written appeal to the superintendent and/or district office designee. Such appeal must be filed within 5 (five) working days after receipt of the step 1 decision. The superintendent and/or district office designee shall review the investigators report and findings. The superintendent and/or district office designee will arrange such meetings with the complainant and other affected parties as deemed necessary by the superintendent and/or district office designee to discuss the appeal. The superintendent and/or district office designee shall provide a written decision to the complainant within 20 working days after receipt of the appeal.

Step 3 If a complainant is not satisfied with the decision at Step 2, the complainant may submit a written appeal to the Board. Such appeal must be filed within 5 (five) working days after receipt of the Step 2 decision. The Board will review the findings and conclusion of the superintendent and/or district office designee in a public meeting to determine what action is appropriate. Appropriate action may include, but is not limited to, holding a hearing, requesting additional information, and adopting the superintendent's and/or district office designee's decision as the district's final decision.

If the Board conducts a hearing, the complainant shall be given an opportunity to present the appeal at a Board meeting. The Board may hold the hearing in executive session if the subject matter qualifies under Oregon law. The parties involved may be asked to attend such hearing for the purposes of making further explanations and clarifying the issues. The Board shall decide, within 30 (thirty) working days, in open session what action, if any, is warranted. The Board shall provide a written decision to the complainant within 20 (twenty) working days following completion of the hearing.

If the Board chooses not to hear the appeal, the superintendent's and/or district office designee decision in Step 2 is final.

Reports involving the superintendent should be referred to the Board chair on behalf of the Board. The Board chair will cause the information¹ required to be issued to the complainant as described in this administrative regulation. The Board chair shall present the complaint to the Board at a Board meeting. If the Board decides an investigation is warranted, the Board may refer the investigation to a third party. When the investigation is complete, the results will be presented to the Board. The Board may hold the hearing in executive session if the subject matter qualifies under Oregon law. The Board shall decide, within 30 working days, in open session what action if any is warranted. The Board chair shall notify the complainant in writing within 20 (twenty) working days that the investigation is concluded and if a violation of the policy was found to have occurred to the extent allowable by law.

¹ Provide information about legal resources and counseling and support services, which may include district-provided assistance services available to the district employee, and a copy the district's Board policy GBEA - Workplace Harassment and this administrative regulation to the district employee.

Follow-up Procedures

The superintendent's and/or district office designee decision will follow up with the district employee of the alleged harassment once every three months for the calendar year following the date on which the superintendent's and/or district office designee decision received a report of harassment, to determine whether the alleged harassment has stopped or if the employee has experienced retaliation. The superintendent's and/or district office designee decision will document the record of this follow-up. The superintendent's and/or district office designee decision will continue follow-up in this manner until and unless the employee directs the superintendent's and/or district office designee decision in writing to stop.

Other Reporting Options and Filing Information

Nothing in this policy prevents an employee from filing a formal grievance in accordance with a collective bargaining agreement (CBA) or a formal complaint with BOLI or the Equal Employment Opportunity Commission (EEOC); or if applicable, the U.S. Department of Labor (USDOL) Civil Rights Center. Review the CBA for any provision that requires an employee to choose between the complaint procedure outlined in the CBA and filing a BOLI or EEOC complaint.

Nothing in Board policy GBEA - Workplace Harassment or this administrative regulation prevents any person from seeking remedy under any other available law, whether civil or criminal.

An employee or claimant must provide advance notice of claim against the employer as required by ORS 30.275.

Filing a report with the U.S. Department of Labor (USDOL) Civil Rights Center.

An employee whose agency receives federal financial assistance from the USDOL under the Workforce Innovation and Opportunity Act, Mine Safety and Health Administration, Occupational Safety and Health Administration, or Veterans' Employment and Training Service, may file a complaint with the state of Oregon Equal Opportunity Officer or directly through the USDOL Civil Rights Center. The complaint must be written, signed and filed within 180 calendar days of when the alleged discrimination or harassment occurred.

Newberg Public Schools
714 East 6th Street Newberg, Oregon 97132 | 503-554-5000

WORKPLACE HARASSMENT REPORTING OR COMPLAINT FORM

Name of person making report/complainant: _____

Position of person making report/complainant: _____

Date of complaint: _____

Name of alleged harasser: _____

Date and place of incident or incidents: _____

Description of alleged misconduct: _____

Name of witnesses (if any): _____

Evidence of workplace harassment, i.e., letters, photos, etc. (attach evidence if possible): _____

Any other information: _____

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: _____

Date: _____

Newberg Public Schools
714 East 6th Street Newberg, Oregon 97132 | 503-554-5000

WITNESS DISCLOSURE FORM

Name of Witness: _____

Position of Witness: _____

Date of Testimony/Interview: _____

Description of Instance Witnessed: _____

Any Other Information: _____

I agree that all the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

OSBA Model Sample Policy

Code: GCBD/GDBD
Adopted:

Personal Illness and Injury Leave *

Sick leave entitlement for personal illness or injury will accrue at the rate of 10 days each year as provided by Oregon Revised Statutes. Twelve-month employees will accrue 1 day per month or 12 days each year. {All other employees who work less than 12 months will receive 1 day per month.}

In accordance with state law, this leave will accumulate without limit.

The district reserves the right {after five consecutive days of absence,} to require proof of personal illness or injury from all employees, including a medical examination by a physician chosen and paid for by the district. Any employee refusing to submit to such an examination or to provide other evidence as required by the district, shall be subject to appropriate disciplinary action, up to and including dismissal.

Other paid and unpaid leaves will be determined by the district's collective bargaining agreements.

All medical information will be kept confidential, in a separate file from personnel records, and released only in accordance with the requirements of the Americans with Disabilities Act or other applicable law.

Sickness or other unavoidable circumstances that prevent a teacher from teaching 20 school days immediately following exhaustion of sick leave accumulated under Oregon law will result in the teacher being placed on unpaid leave for the remainder of the school year or until the teacher's disability is removed and they are able to return to work. If the teacher is still unable to return to work the following August 1, the Board may terminate the teacher's employment, subject to state and federal laws regarding family illness leave.

All district-paid employee benefits, such as health and dental insurance, will cease on the last day of the month in which employment is terminated, or the staff member is placed on unpaid leave, unless the unpaid leave is in conjunction with state or federal family medical leave. The staff member will be informed of their rights to remain a part of the district benefit plan at personal expense.

Any worker who has sustained a compensable personal injury or illness and is disabled and unable to perform essential job functions, will be reemployed at such time as a physician issues a Fitness-for-Duty Certification. Such rights of reemployment are subject to seniority rights and other restrictions of the collective bargaining agreement between the employer and employee bargaining unit.

END OF POLICY

Legal Reference(s):

[ORS 332.507](#)

[ORS 342.610](#)

[ORS 342.545](#)

[ORS 659A.046](#)

Knapp v. North Bend, 304 Or. 34 (1987).

Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. §§ 1161-1169 (2012).

Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001-1461 (2012).

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2012); 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).

Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601-2654 (2012); Family and Medical Leave Act of 1993, 29 C.F.R. Part 825 (2016).

Americans with Disabilities Act Amendments Act of 2008.

Newberg School District 29J

Code: **G CBD/GDBD**
Adopted: 12/11/06
Orig. Code(s): 3550

Leaves and Absences

Leave entitlement for personal illness or injury will accrue at the rate of 10 days each year as provided by Oregon Revised Statutes. Twelve-month employees will accrue 1 day per month or 12 days each year.

In accordance with state law, this leave will accumulate without limit.

The district reserves the right to require proof of personal illness or injury from all employees, including a medical examination by a physician chosen and paid for by the district. Any employee refusing to submit to such an examination or to provide other evidence as required by the district shall be subject to appropriate disciplinary action, up to and including dismissal.

All medical information will be kept confidential, in a separate file from personnel records, and released only in accordance with the requirements of the Americans with Disabilities Act or other applicable law.

Other paid and unpaid leaves will be determined by the district's collective bargaining agreements.

Sickness or other unavoidable circumstances which prevent a teacher from teaching 20 school days immediately following exhaustion of sick leave accumulated under Oregon law will result in the teacher being placed on unpaid leave for the remainder of the school year or until the teacher's sickness or other unavoidable circumstance is removed and he/she is able to return to work. If the teacher is unable to return to work the following August 1 the Board may terminate the teacher's employment, subject to state and federal law.

END OF POLICY

Legal Reference(s):

[ORS 332.507](#)
[ORS 342.545](#)
[ORS 342.610](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006).
Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601-2654 (2006); Family and Medical Leave Act of 1993, 29 C.F.R. Part 825 (2006).

OSBA Model Sample Policy

Code: GCBDD/GDBDD
Adopted:

Sick Time

“Employee” means an individual who is employed by the district and who is paid on an hourly, stipend or salary basis, and for whom withholding is required under Oregon Revised Statute (ORS) 316.162-316.221. The definition does not include volunteers or independent contractors.

Employees qualify to begin earning and accruing sick time on the first day of employment with the district.

~~{A district employing 10 or more employees shall allow an eligible employee to access up to 40 hours of paid sick time per year. {Paid sick time shall accrue at the rate of at least one hour of paid sick time for every 30 hours the employee works, or 1-1/3 hours for every 40 hours the employee works.} {Paid sick time of 40 hours shall be front loaded to an employee at the beginning of each year.}}~~

OR

~~{A district employing less than 10 employees shall provide access for an eligible employee of at least 40 hours of unpaid sick time or unpaid time off. {Unpaid sick time or time off shall accrue at the rate of at least one hour of paid sick time for every 30 hours the employee works, or 1-1/3 hours for every 40 hours the employee works.} {Unpaid sick time or time off shall be front loaded to an employee at the beginning of each year.}}~~

The employee may carry up to 40 hours of unused sick time from one year to the subsequent year. ~~{¹An employee is limited to {accruing no more than 80 hours of sick time} {using no more than 40 hours of sick time in a year}.}~~

Sick time shall be taken ~~{in hourly increments} {in minimum increments not to exceed four hours}~~ and may be used for the employee’s or a family member’s² mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive care, or for reasons consistent with the Family Medical Leave Act (FMLA) or OFLA. Sick time may also be used in the event of a public health emergency.

The use of sick time may not lead to, or result in, an adverse employment action against the employee.

The district reserves the right ~~{after {five} consecutive days of absence}~~, to require proof of personal illness or injury from an employee, including a medical examination by a physician chosen and paid for by the district. An employee refusing to submit to such an examination or to provide other evidence as required by the district, shall be subject to appropriate disciplinary action, up to and including dismissal.

¹ If the district chooses to limit the accrual or usage, the district must choose language in the bracketed sentence and keep this sentence in policy.

² “Family member” is defined by the Oregon Family Leave Act (OFLA).

When the reason for sick time is consistent with FMLA/OFLA leave, the sick time and the FMLA/OFLA leave may run concurrently.

When the reason for sick time is consistent with ORS 332.507, the sick time and leave pursuant to ORS 332.507 may run concurrently.

If the reason for sick time is a foreseeable absence, the district may require the employee to provide advance notice of their intention to use sick time within ~~{10}~~ days of the requested sick time, or as soon as practicable. When the employee uses sick time for a foreseeable absence, the employee shall take reasonable effort to schedule the sick time in a manner that does not unduly disrupt the operations of the district (e.g., grading deadlines, in-service training, mandatory meetings).

If the reason for sick time is unforeseeable, such as an emergency, accident or sudden illness, the employee shall notify the district ~~{consistent with the reporting time established by the district or}~~ ~~{at least 24 hours in advance or}~~ as soon as practicable.

The district shall establish a standard process to track the eligibility for sick time of a substitute.

END OF POLICY

Legal Reference(s):

[ORS 332.507](#)
[ORS 342.545](#)

[ORS 342.610](#)
[ORS 653.601 to -653.661](#)

[ORS 659A.150 to -659A.186](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2016); 28 C.F.R. Part 35 (2016).
Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601-2654 (2012); Family and Medical Leave Act of 1993, 29 C.F.R. Part 825 (2016).
Americans with Disabilities Act Amendments Act of 2008.

OSBA Model Sample Policy

Code: KAB

Adopted:

Parental Rights**

The Board recognizes the importance of promoting parental input in decision making related to their student's health and general well-being; in determining district and student needs for educational services; and in program development and district operations. To assist the district in this effort, and in accordance with law, the district affirms the right of parents, upon request, to inspect:

1. A survey created by a third party before the survey is administered or distributed by the district to a student, including any district survey containing "covered survey items"¹;
2. Any instructional material used by the district as part of the educational curriculum for the student;
3. Any instrument used in the collection of personal information from students for the purpose of marketing or for selling that information or otherwise providing that information to others for that purpose.

As provided by law, parents of district students will also, upon request, be permitted to excuse their student from "covered activities"². The rights provided to parents under this policy, transfer to the student when the student turns 18 years of age, or is an emancipated minor under applicable state law.

The superintendent will ensure that activities requiring parental notification are provided as required by law and that reasonable notice of the adoption or continued use of this policy is provided to parents of students enrolled in district schools. The input of parents will be encouraged in the development, adoption and any subsequent revision of this policy.

The superintendent shall develop administrative regulations to implement this policy, including provisions as may be necessary to ensure appropriate notification to parents of their rights under federal law and district procedures to request review of covered materials, excuse a student from participating in covered activities and protect student privacy in the event of administration or distribution of a survey to a student.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

¹ "Covered survey items" include one or more of the following items: political affiliations or beliefs of the student or the student's family; mental and psychological problems of the student or the student's family; sex behavior or attitudes; illegal, antisocial, self-incriminating or demeaning behavior; critical appraisals of other individuals with whom respondents have close family relationships; legally recognized privileged or analogous relationships, such as those of lawyers, physicians and ministers; religious practices, affiliations or beliefs of the student or the student's parent; and income, other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such a program.

² "Covered activities," requiring notification, include activities involving the collection, disclosure or use of personal information collected from students for the purpose of marketing or for selling that information or otherwise providing that information to others for that purpose; the administration of any survey containing one or more of covered survey items; and any nonemergency, invasive physical examination or screening that is required as a condition of attendance and administered and scheduled by the school in advance. See the administrative regulation for additional definitions.

Every Student Succeeds Act of 2015, 20 U.S.C. § 7928 (2012).
Protection of Pupil Rights, 20 U.S.C. § 1232h (2012); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2017).
Family Education Rights and Privacy Act, 20 U.S.C. § 1232g (2012).

Parental Rights

The Board recognizes the importance of promoting parental input in decision making related to their student's health and general well-being, in determining district and student needs for educational services, in program development and district operations. To assist the district in this effort, and in accordance with the Every Student Succeeds Act of 2015 (ESSA), the district affirms the right of parents, upon request, to excuse a student from participating in covered activities and protect student privacy in the event of administration or distribution of a survey to a student. Parents may upon request inspect the following:

1. A survey created by a third party before the survey is administered or distributed by the district to a student, including any district survey containing "covered survey items"¹ as defined by ESSA;
2. Any instructional material used by the district as part of the educational curriculum for the student;
3. Any instrument used in the collection of personal information from students for the purpose of marketing or for selling that information or otherwise providing that information to others for that purpose.

As provided by law, parents of district students will also, upon request, be permitted to excuse their student from "covered activities"² as defined by ESSA.

The superintendent will ensure that parental notification is provided for activities that require parental notification as required by law. The superintendent will provide reasonable notice of the adoption or continued use of this policy to parents of students enrolled in district schools. The input of parents will be encouraged in the development, adoption and any subsequent revision of this policy. Although encouraged, parental input must not interfere with the normal operations of the district. If at any time a parent's comments or actions become disruptive in any way including but not limited to: harassing, rude or threatening, the district may take appropriate actions to sanction that individual's communication with and access to staff and district facilities.

¹Covered survey items under ESSA include one or more of the following items: political affiliations or beliefs of the student or the student's family; mental and psychological problems of the student or the student's family; sex behavior or attitudes; illegal, antisocial, self-incriminating or demeaning behavior; critical appraisals of other individuals with whom respondents have close family relationships; legally recognized privileged or analogous relationships, such as those of lawyers, physicians and ministers; religious practices, affiliations or beliefs of the student or the student's parent; and income, other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such a program.

²Covered activities requiring notification under ESSA include activities involving the collection, disclosure or use of personal information collected from students for the purpose of marketing or for selling that information or otherwise providing that information to others for that purpose; the administration of any survey containing one or more of covered survey items; and any nonemergency, invasive physical examination or screening that is required as a condition of attendance and administered and scheduled by the school in advance. See the administrative regulation for additional definitions.

The superintendent shall develop administrative regulations to implement this policy, including provisions as may be necessary to ensure appropriate notification to parents of their rights under federal law and district procedures to request review of covered materials. The rights provided to parents under this policy transfer to the student when the student turns 18 years old, or is an emancipated minor under applicable state law.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

Every Student Succeeds Act of 2015, 20 U.S.C. § 7928 (2015).

Protection of Pupil Rights, 20 U.S.C. § 1232h (2015); Student Rights in Research, Experimental Programs and Testing, 34 C.F.R. Part 98 (2015).

Family Education Rights and Privacy Act, 20 U.S.C. § 1232g (2010).

Newberg Public Schools 29J

Code: KAB-AR
Revised/Reviewed:

Parental Rights**

The following definitions and procedures will be used to implement parental rights:

Definitions

1. “Survey,” as defined by federal law and as used in Board policy and this regulation, includes an evaluation. It does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (IDEA);
2. “Covered survey items” means one or more of the following items: political affiliations or beliefs of the student or the student’s family; mental and psychological problems of the student or the student’s family; sex behavior or attitudes; illegal, antisocial, self-incriminating or demeaning behavior; critical appraisals of other individuals with whom respondents have close family relationships; legally recognized privileged or analogous relationships, such as those of lawyers, physicians and ministers; religious practices, affiliations or beliefs of the student or the student’s parent; and income, other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such a program;
3. “Covered activities,” requiring notification, means those activities involving the collection, disclosure or use of personal information collected from students for the purpose of marketing or for selling that information or otherwise providing that information to others for that purpose; the administration of any survey containing one or more covered survey items; and any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered and scheduled by the school in advance and not necessary to protect the immediate health and safety of the student, or of other students. This provision does not apply to physical examinations or screenings that are permitted or required by law, including physical examinations or screenings permitted without parental notification;
4. “Third parties” include, but are not limited to, school volunteers, parents, school visitors, service contractors or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the district and others not directly subject to district control;
5. “Instructional material” means instructional content that is provided to a student, regardless of its format, including printed or representational materials, audiovisual materials and materials in electronic or digital formats (such as materials accessible through the Internet). The term does not include academic tests or academic assessments;
6. “Personal information” means individually identifiable information including a student or parent’s first and last name; a home or other physical address (including a street name and the name of the city or town); telephone number; or a social security identification number;

7. “Invasive physical examination” means any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion or injection into the body. It does not include a hearing, vision or scoliosis screening and does not apply to any physical examination or screening that is permitted or required by an applicable state law, including physical examinations or screenings that are permitted without parental notification.

Requests to Inspect Materials

Parents may inspect surveys, instructional materials or instruments used to collect personal student information for marketing purposes before such items are administered or distributed by a school to a student as follows:

1. Requests may be directed to the school office by phone or in person;
2. Requests must be received by the district no later than 5 (five) working days following receipt of notification by the district of its intent to administer or distribute such items;
3. Materials may be reviewed at the school office or mailed by the district;
4. Requests to mail materials must be accompanied by a self-addressed, stamped envelope.

Requests to Excuse Student from Covered Activities

A parent may request that their student be excused from participation in any of the following covered activities:

1. The collection, disclosure or use of personal information collected from students for the purpose of marketing or selling that information to others;
2. Any district or third party survey;
3. The administration of nonemergency, invasive physical examinations or screenings.

All such requests must be:

1. Directed to the principal in writing;
2. Received by the district no later than 5 (five) working days following receipt of notification by the district of its intent to administer or distribute such items.

Student Privacy

The district recognizes its responsibility to protect student privacy in the event of administration or distribution of a survey to a student containing one or more covered survey items.

A student’s personal information that may be collected as a result of such surveys will be released only with prior, written parental permission. The district will use reasonable methods to identify and authenticate the identity of the parents, students, school officials, and any other parties to whom the district discloses personally identifiable information from educational records.

Notification

Each principal shall be responsible for ensuring appropriate notification to parents of their rights under federal law, Board policy and this regulation. Accordingly, notification will:

1. Be made at least annually at the beginning of the school year or at other times during the school year when enrolling students for the first time in school;
2. Include the specific or approximate dates during the school year when covered activities are scheduled or expected to be scheduled.

Parental Rights

The following definitions and procedures will be used to implement the parental rights requirements of the No Child Left Behind Act (NCLBA):

Definitions

1. “Survey,” as defined by federal law and as used in Board policy and this regulation, includes an evaluation. It does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act;
2. “Covered survey items” means one or more of the following items: political affiliations or beliefs of the student or the student’s family; mental and psychological problems of the student or the student’s family; sex behavior or attitudes; illegal, antisocial, self-incriminating or demeaning behavior; critical appraisals of other individuals with whom respondents have close family relationships; legally recognized privileged or analogous relationships, such as those of lawyers, physicians and ministers; religious practices, affiliations or beliefs of the student or the student’s parent; and income, other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such a program;
3. “Covered activities” requiring notification under NCLBA means those activities involving the collection, disclosure or use of personal information collected from students for the purpose of marketing or for selling that information or otherwise providing that information to others for that purpose; the administration of any survey containing one or more covered survey items; and any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered and scheduled by the school in advance and not necessary to protect the immediate health and safety of the student, or of other students. This provision does not apply to physical examinations or screenings that are permitted or required by law, including physical examinations or screenings permitted without parental notification;
4. “Third parties” include, but are not limited to, school volunteers, parents, school visitors, service contractors or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the district and others not directly subject to district control;
5. “Instructional material” means instructional content that is provided to a student, regardless of its format, including printed or representational materials, audiovisual materials and materials in electronic or digital formats (such as materials accessible through the Internet). The term does not include academic tests or academic assessments;

6. “Personal information” means individually identifiable information including a student or parent’s first and last name; a home or other physical address (including street name and the name of the city or town); telephone number; or a social security identification number;
7. “Invasive physical examination” means any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion or injection into the body. It does not include a hearing, vision or scoliosis screening and does not apply to any physical examination or screening that is permitted or required by an applicable state law, including physical examinations or screenings that are permitted without parental notification.

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Parents may inspect surveys, instructional materials or instruments used to collect personal student information for marketing purposes before such items are administered or distributed by a school to a student as follows:

1. Requests may be directed to the school office by phone or in person;
2. Requests must be received by the district no later than five working days following receipt of notification by the district of its intent to administer or distribute such items;
3. Materials may be reviewed at the school office or mailed by the district;
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1. The collection, disclosure or use of personal information collected from students for the purpose of marketing or selling that information to others;
2. Any district or third party survey;
3. The administration of nonemergency, invasive physical examinations or screenings.

All such requests must be:

1. Directed to the building principal in writing;
2. Received by the district no later than five working days following receipt of notification by the district of its intent to administer or distribute such items.

Student Privacy

The district recognizes its responsibility to protect student privacy in the event of administration or distribution of a survey to a student containing one or more covered survey items.

A student's personal information that may be collected as a result of such surveys will be released only with prior, written parental permission. The district shall use reasonable methods to identify and authenticate the identity of the parents, students, school officials and any other parties to whom the district discloses personally identifiable information from educational records.

Notification

Each site administrator shall be responsible for ensuring appropriate notification to parents of their rights under federal law, Board policy and this regulation. Accordingly, notification will:

1. Be made at least annually at the beginning of the school year or at other times during the school year when enrolling students for the first time in school;
2. Include the specific or approximate dates during the school year when covered activities are scheduled or expected to be scheduled.

Policy Updates- First Reading

Enclosed is a brief discussion of current policy issues of concern to Oregon school districts. Sample policies reflecting these issues and changes in state and federal law, if applicable, are part of this newsletter. (When looking at the policies remember the **grayed** area is added language coming from OSBA. Language which is ~~crossed out~~, is language which OSBA says to remove. Remember too, policy is for the Board to decide language. Administrative Rules (A.R.'s) is for the superintendent to decide language. AR's are include in the Board packet and OSBA does recommended the Board to take action prior to being posted.

CONTENTS

GBEA Workplace Harassment- New

GBEA - AR Workplace Harassment- New

G CBD Personal Illness and Injury Leave

G CBDD_ GBDBB Sick Time - New

KAB Parent rights

KAB- AR Parent rights

Workplace Harassment

Summary

Advice from our legal counsel to include these updates. Workplace harassment is prohibited and shall not be tolerated. This includes workplace harassment that occurs between district employees or between a district employee and the district in the workplace or at a work-related event that is off district premises and coordinated by or through the district, or between a district and a district employee off district premises.

Local District Responsibility

Consider adapting GBEA Workplace Harassment- New

Consider adapting GBEA - AR Workplace Harassment- New

Policy(ies) and ARs Impacted by these Revisions

GBEA Workplace Harassment- New

GBEA - AR Workplace Harassment- New

Personal Illness and Injury Leave

Summary

Advice from our legal counsel to include these updates

Sick leave entitlement for personal illness or injury will accrue at the rate of 10 days each year as provided by Oregon Revised Statutes. Twelve-month employees will accrue 1 day per month or 12 days each year. All other employees who work less than 12 months will receive 1 day per month.

Local District Responsibility

Consider adapting and updating GCBD Personal Illness and Injury Leave

Policy(ies) and ARs Impacted by these Revisions

GCBD Personal Illness and Injury Leave- Updating

Sick Time

Summary

Advice from our legal counsel to include these updates

Sick Time policy is for “Employee,” meaning an individual who is employed by the district and who is paid on an hourly, stipend or salary basis, and for whom withholding is required under Oregon Revised Statute (ORS) 316.162-316.221. The definition does not include volunteers or independent contractors.

Local District Responsibility

Consider adapting GCBDD_GBDBB Sick Time - New

Policy(ies) and ARs Impacted by these Revisions

GCBDD_GBDBB Sick Time - New

Parental Rights

Summary

As NPS has been looking to develop a parent bill of rights, I came across this policy and AR from OSBA.

This policy addresses the Board’s recognizing the importance of promoting parental input in decision making related to their student’s health and general well-being; in determining district and student needs for educational services; and in program development and district operations.

Local District Responsibility

Consider re-adapting KAB Parent rights

Consider re-adapting KAB - AR Parent rights

(Existing policy and Ar site NCLBA- No Child Left Behind Act-, which no longer exists.)

Policy(ies) and ARs Impacted by these Revisions

KAB Parent rights

KAB - AR Parent rights



Newberg School District 29J

Board Meeting Date: June 13, 2023

ITEM: Resolution 2022-5: Adopt 2023-24 Budget
PRESENTER: Heather Bixby, Director of Finance

ACTION

BACKGROUND:

The proposed budget for the 2023-24 fiscal year has been reviewed and approved by the Budget Committee.

The Board will be asked to adopt the 2023-2024 budget and make the following appropriations, and impose and categorize the tax. The motions needed by the board to adopt the budget require three separate motions and approvals for each as recommended below.

1. Motion to adopt approved budget as presented *or* with the amendments agreed upon if any.
2. Motion to have the permanent tax rate on ad valorem taxes.
3. Motion to levy the ad valorem taxes for debt service at \$6,492,400.

RECOMMENDATION:

Motion #1: I move to adopt the 2023-2024 budget as presented. *or*
I move to adopt the 2023-2024 budget as amended.

Motion #2: I move to have the permanent tax rate on ad valorem taxes of \$4.6616 per thousand, be applied to the taxable property with in the District as determined by the Yamhill County, Clackamas County and Washington County Tax Assessors for the 2023-2024 year.

Motion #3: I move to levy the ad valorem taxes for debt service at \$6,492,400.

RESOLUTION No. 2022-5

RESOLUTION ADOPTING THE BUDGET

BE IT RESOLVED that the Board of the Newberg School District 29J hereby adopts the budget for fiscal year **2023-2024** in the total amount of \$172,849,452.*
This budget is now on file at **714 E Sixth St** in Newberg, Oregon 97132.

RESOLUTION MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2023, for the following purposes:

<u>General Fund</u>		<u>Special Revenue Fund</u>	
Instruction.....	\$36,994,261.55	Instruction.....	\$7,811,690.39
Support Services.....	24,043,869.63	Support Services.....	5,745,370.01
Enterprise & Community Services	0.00	Enterprise & Comm.....	2,432,304.00
Facilities Acquisition	0.00	Transfers.....	700,000.00
Transfers.....	31,000.00	Total.....	\$16,689,364
Debt Service	0.00		
Contingency.....	1,130,000.00		
Total.....	\$62,199,131		
		<u>Capital Projects Fund</u>	
		Support Services.....	631,801.06
		Enterprise & Comm.....	77,062,061.94
			0.00
		Total.....	\$77,693,863
<u>Debt Service Fund</u>			
Debt Service	11,182,590.50		
Total.....	\$11,182,591		

Total APPROPRIATIONS, All Funds \$167,764,949

Total Unappropriated and Reserve Amounts, All Funds 5,084,503

TOTAL ADOPTED BUDGET \$172,849,452 *

(amounts with asterisks must match)*

RESOLUTION IMPOSING THE TAX

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed upon the assessed value of all taxable property within the district for tax year 2023-2024 :

(1) At the rate of \$ 4.6616 per \$1000 of assessed value for permanent rate tax;

(2) In the amount of \$6,492,400 for debt service on general obligation bonds;

RESOLUTION CATEGORIZING THE TAX

BE IT RESOLVED that the taxes imposed are hereby categorized for purposes of Article XI section 11b as:

Subject to the Education Limitation

Permanent Rate Tax..... \$4.6616/\$1,000

Excluded from Limitation

General Obligation Bond Debt Service.....\$6,492,400

ESTABLISHING FUND BALANCE POLICIES

Funds generally maintain a balance upon closure of each fiscal year. In accordance to Governmental Accounting Standards Board (GASB) rule #54, the following are policies regarding the use of the 2022-2023 fund balances in the 2023-2024 fiscal budget year:

Restricted: The following funds maintain a balance that is restricted due to restrictions imposed by grantors:

Fund 206 - Scholarship Fund

Assigned: The following funds have assigned uses of fund balances:

- Fund 202 - Special Revenue Fund
- Fund 251 - Student Investment Account Fund
- Fund 270 - Donation Fund
- Fund 299 - Nutrition Services Fund
- Fund 301 - PERS Bond Debt Service Fund
- Fund 302 - Cool Schools Debt Services
- Fund 303 - GO Bond Debt Service
- Fund 304 - Full Faith & Credit Debt Service
- Fund 410 - Capital Projects
- Fund 415 - Construction Excise Tax

Unassigned: The following funds have unassigned uses of fund balances:

- Fund 100 - General Fund
- Fund 204 - Student Body Fund

BE IT RESOLVED that the Board designates the authority to classify the assignment of ending fund balances to the Superintendent and the Director of Finance.

The above resolution statements were approved and declared adopted on this 13th day of June, 2023.

David Brown, Board Chair

Stephen W. Phillips, Ph.D., Superintendent



Newberg School District 29J
Board Meeting Date: June 13th, 2023

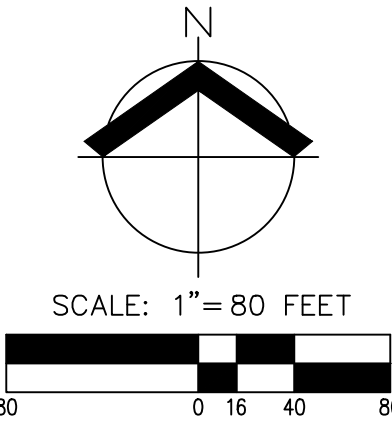
ITEM: Joan Austin Lot Line Adjustment
PRESENTER: Chair Dave Brown

ACTION

Approve the Joan Austin lot line adjustment between Newberg Public Schools and Northwest Christian Church as documented in the map and letter from Austin Industries.

RECOMMENDATION:

Move that the Newberg School District Board of Directors approve the Joan Austin Lot Line adjustment with Northwest Christian Church , as presented.



CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	370.00'	22°54'33"	147.94'	S9°53'22"E 146.96'
C2	15.00'	89°59'35"	23.56'	S46°33'42"W 21.21'
C3	330.00'	14°50'06"	85.44'	N84°08'27"E 85.20'
C4	270.00'	14°50'06"	69.91'	N84°08'27"E 69.71'
C5	20.00'	90°10'46"	31.48'	S43°21'08"E 28.33'

PRELIMINARY PROPERTY LINE ADJUSTMENT PLAN

**2315 VILLA ROAD
NORTHWEST CHRISTIAN CHURCH
NEWBERG, OR**

JOB NUMBER:	0000
DATE:	6/10/2023
DESIGNED BY:	
DRAWN BY:	BRH
CHECKED BY:	BRH

AUSTIN
INDUSTRIES

March 14, 2023

Dr. Stephen Phillips, Superintendent and
Newberg School District Board of Directors
714 E 6th St.
Newberg, OR 97132

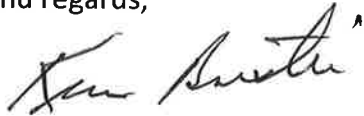
RE: Parcel between Joan Austin Elementary School and Northwest Christian Church

Dear Dr. Phillips and School Board Members,

We are writing this letter to extend our support of the work of Northwest Christian Church in our community. We are hoping that the Newberg School District would be able to find a way to sell or transfer to Northwest Christian Church a small portion of the land that was donated to you by our mother and father, Ken, and Joan Austin, years ago. The area we are referring to is located between Northwest Christian Church and Joan Austin Elementary School. The map showing the exact location (P4) is attached to this letter.

As you probably know, Northwest Christian Church has been an invaluable resource to many in this community and they would like to expand their ability to meet community needs. We endorse the work of Northwest Christian Church and ask that you would you kindly consider this request.

Kind regards,



Ken Austin



Loni Parrish



2315 Villa Road
Newberg, OR 97132
(503) 538-3104
www.mynw.cc

**North Newberg - Community Resource Center
A Recreation & Emergency Relief Complex
Basic Context and Concept Overview**

Northwest Christian Church (NCC) has a long history of providing staff, volunteers, program resources and our current facilities for the benefit of the community in general and the School District in particular. We provide warming and cooling shelter opportunities year around, as well as having been the primary emergency relief and resource center when fires hit our surrounding community. NCC provides meeting space for various community groups on our campus as well as providing a food pantry and hot meal service collectively serving over 1,000 people monthly. We've also served hundreds of individuals in need of basic life supporting assistance, while also providing free rides to doctor appointments in partnership with Providence.

We have also partnered in numerous efforts with individual schools to provide after school programming, teacher appreciation events, and food insecurity support, working with the staff at these schools. Examples would be our Weekend Back Pack program for kids with family food insecurity issues, "The Zone", free after school program for school children at Joan Austin and Edwards Elementary School, MyZone, a free after school activity center for middle schoolers, our "Jam" fun, free activity events for elementary school children, as well as celebrating our teachers and staff in the School District with fun "coffee and cookie" treats. Additionally, as needed or requested, we've even jumped in to help the ground crews with equipment and volunteers to get the lawns, sports fields and playgrounds ready for outdoor events.

These are but a handful of the dozens of ways we partner with the school district, believing we are "Better together".

Recently, Northwest Christian Church acquired 2.5 acres adjacent to its southern border from George Fox University. The purpose of adding this land to the existing church parcel was to develop a community asset focused on providing recreational opportunities for children and families as well as provide an Emergency Relief Center to serve the northern portion of Newberg. Over the past 5 years, we've been in conversation with city and county staff looking for ways we can help our community be ready to respond effectively to a major natural disaster, like a "Cascadia event".

While working on the plans for these community service improvements, we have paused to consider an additional parcel that could greatly improve the potential offering to the community. In specific, we have been encouraged in a recent conversation with the Austin Family (who originally donated the land) to maximize the potential for not just the property we acquired from George Fox, but also another adjacent unattended and unused parcel originally donated by the Austin family and now owned by the school district.

This "in-holding" (see attached map) donated by the Austin Family and currently owned by the Newberg School District is roughly one acre in size and is currently unused for any beneficial purpose by the school or for the community. It has been left unattended for years and is overgrown with blackberries, ivy and poison oak. Unfortunately, it has also been used in recent years as a sanctuary by homeless individuals, as well as those looking for an undisturbed place to consume various forms of drugs and alcohol within the fenced and gated property of Joan Austin Elementary School.

One Church, 4 Locations: Newberg, Tigard, McMinnville & Online!

As per the request from the Austin Family, it would be NCC's intention to use this property to create three basic elements of the overall Community Recreation and Emergency Relief Complex.

- First is to build a roughly 100 x 100 foot building designed to provide indoor recreation for our community on a daily basis, but also be prepared to serve as the Emergency Relief and Resource Center in case of a natural catastrophe. The exterior of this building would be built with shipping containers that would store the resources needed in an emergency and include restrooms and a commercial kitchen to help with the growing food insecurity needs in our community.
- Second would be to have roughly 3/4ths of the property cleaned up and turned into a nature park, incorporating existing trees with new plantings of native species with walking paths. It would be a wonderful place for our school children to see and learn about the native plants and animals of the Willamette Valley.
- Third, there would be a playground included so parents would have a place to bring their young children to play.

The additional portion of land acquired from George Fox would be used for recreational fields and an amphitheater available for community outdoor events. Note the attached exhibit.

One of the best parts of this plan is that it would not require any additional parking to be created, as the church already has parking available to be used for the functions considered in this conceptual plan.

We believe this creates a Win - Win - Win scenario for the schools, children, families, the community and the church, as well as aligning with the hopes and wishes of the Austin Family who provided it for such.



Newberg School District 29J
Board Meeting Date: June 13th, 2023

ITEM: Surplus List
PRESENTER: Chair Dave Brown




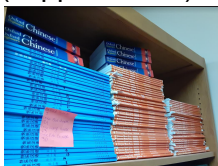
ACTION

Approve to Surplus the items outlined on the attached list(s).

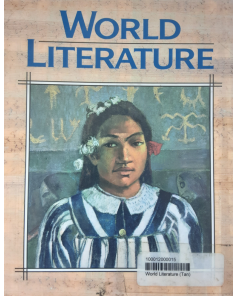
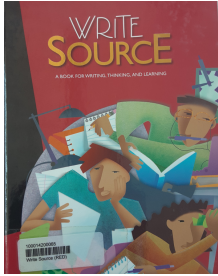
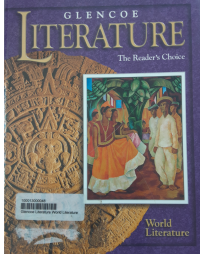
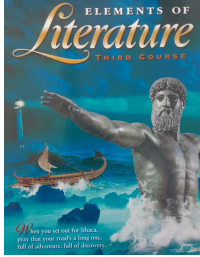
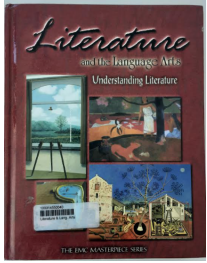
RECOMMENDATION:

Move that the Newberg School District Board of Directors approve the list of items to be surplus, as presented.

NHS Surplus List 2022/23

Materials/Title	Description	Quantity (approx)	Location
<p>Elementary library books</p> 	<p>Outdated materials largely nonfiction that needs to be removed to make space for newer materials in our elementary libraries</p> <p>Boxes also include books that were purchased as multiple copies for programs such as OBOB</p>	<p>-Picture books: (approx 100) -Early readers books (approx 200) -Chapter books- surplus copies (approx 100) -Dated nonfiction books (400)</p>	<p>NHS library</p>
<p>World Language Textbooks and consumable materials</p>  	<p>Materials from previous adoptions</p>	<p>Spanish textbooks and workbooks (approx 250) - Aventura Series & Don Quijote readers</p> <p>French textbooks and workbooks (approx 250) - T'es branches? Series (approx 100)</p>	<p>NHS library and downstairs storage closets and cabinets in E Hall as well as Textbook Depository in F Hall</p>
<p>Miscellaneous World Language Texts (supplemental)</p> 	<p>Chinese language materials- not offered any longer</p>	<p>Chinese language workbooks and dictionaries</p>	<p>Textbook Depository F Hall</p>

ELA textbooks from former adoption

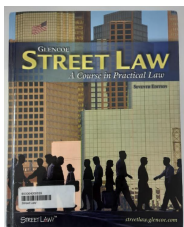


Approximately 150 textbooks of each edition no longer needed of the Literature textbooks

Approximately 100 Write Source textbooks no longer needed

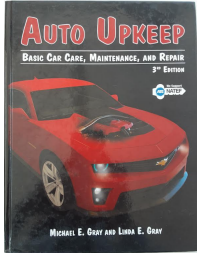
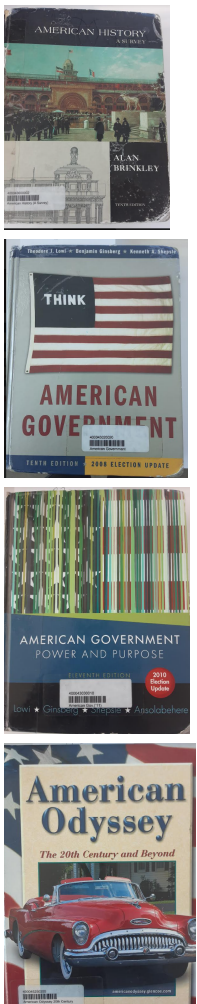
Textbook Depository F Hall

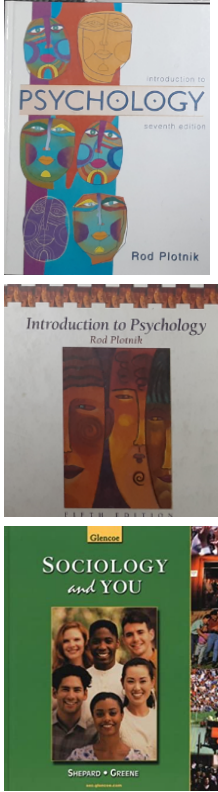
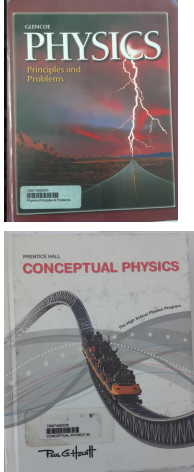
Formerly used texts for classes no longer offered at NHS



Approximately 40 textbooks no longer needed

Textbook Depository F Hall

<p>Formerly used texts for classes no longer offered at NHS</p> 		<p>Approximately 25 textbooks no longer needed</p>	<p>Textbook Depository F Hall</p>
<p>Formerly adopted curriculum materials replaced by TCI curriculum</p> 		<p>Approximately 300 textbooks no longer needed</p>	<p>Textbook Depository F Hall</p>

<p>Formerly adopted curriculum materials replaced by newer text:</p> 		<p>Approximately 100 textbooks no longer needed</p>	<p>Textbook Depository F Hall</p>
<p>Formerly adopted curriculum materials replaced by newer text:</p> 		<p>Approximately 150 textbooks no longer needed</p>	<p>Textbook Depository F Hall</p>



			0			
Study Sync	Pcs per Box	# of Boxes	Total # of Books		Write-In Readers	Total # of Books
Gr 6 Unit 1	52	2	104		Gr 8 2E Oak	103
Gr 6 Unit 2	58	2	116			
Gr 6 Unit 3	60	2	120			
Gr 6 Unit 4	50	2	100		Smiles (1987) Gr 2?	15
Gr 6 Unit 5	48	3	144		Wishes (1987) Gr 2?	10
Gr 6 Unit 6	48	3	144			
Gr 7 Unit 1	48	3	144			
Gr 7 Unit 2	48	3	144		Thomas Heinle Pub	
Gr 7 Unit 3	56	3	168		Visions (2002)	13
Gr 7 Unit 4	48	3	144			
Gr 7 Unit 5	48	3	144		Lucy Calkins	
Gr 7 Unit 6	46	3	138		Gr 3 Teacher's Writing Set	1
Gr 8 Unit 1	48	3	144			
Gr 8 Unit 2	52	3	156		Pearson	
Gr 8 Unit 3	50	3	150		Leveled Books	2250
Gr 8 Unit 4	50	3	150			
Gr 8 Unit 5	52	3	156			
Gr 8 Unit 6	56	3	168			

iReady/Ready Math Curriculum		Bridges Curriculum	
Grade-Book	# of Books	Grade-Book	# of Books
K-Vol 1	1	4th	5
K-Vol 2	1	5th	53
K-Vol 2- Spanish	5	1st Grade Teachers Guides	3 sets
1 Vol 1	1		
1-Vol 2	3	Big Ideas Eval Samples	
1-Vol 2-Spanish	3	6-8th gr	3 sets
2-Vol 1	8	K-5	3 sets
2-Vol 2	34		
2-Vol 2-Spanish	5	McGraw-Hill Eval Samples	
3-Vol 2-Spanish	1	My Math Gr 1	2 sets
3-Vol 1	1	My Math Gr 2	1 set
3-Vol-2	1	My Math Gr 3	2 sets
3-Ready Mathematics-Spanish	13	My Math Gr 4	1 set
3-Ready Practice & Prob Solving-Spanish	21	Reveal Math Course 1 (6th)	Volume 1 set
4-Vol 1	1		
4-Vol 2	1	HMH Eval Samples	
4-Vol 2-Spanish	5	Gr 6 Into Math	1 set
5-Vol 1	2	Gr 7 Into Math	3 sets
5-Vol 2	28	Advanced 2 Into Math	1 set
5-Vol 2-Spanish	5	Gr K Math Expressions	1 set
5-Common Core	25		
5-Practice & Prob Solving	13		
Teachers Guides Vol 1 & 2	2 each grade 2-5		
Teachers Guides Vol 1 & 2-Spanish	1 each K-5		
1st Grade Teachers Guides Set	5		
K Teacher's Guides Set	4		
K Vol 2 Tchr Guide	1		

	Copyright	# of Books	
HBJ 2nd Gr Science	2004	25	
Elvar Ciencias	various eval copies	12	Box says "Dispose June 2021"

Wooden Geoboards	51
Plastic Geoboards	515



Newberg School District 29J
Board Meeting Date: June 13th, 2023

ITEM: Edwards Public Waterline Easement
PRESENTER: Chair Dave Brown

ACTION

Accept the Edwards Public Waterline Easement 20230511- exhibit B & C with the City of Newberg.

RECOMMENDATION:

Move that the Newberg School District Board of Directors approve the Edwards Elementary School Waterline Easement, as presented.

Ironmark LLC
P.O. Box 38
Saint Paul, OR 97137
Ph: (503) 765-8755

IRONMARK

SURVEYING & ENGINEERING

EXHIBIT B

Description Easement for a Waterline

A strip of land 15 feet in width over and across that tract of land described in Book 58, Page 499 Yamhill County Deed Records, Located in the Southeast One-Quarter of Section 19, Township 3 North, Range 2 West, Willamette Meridian, in the City of Newberg, Yamhill County, Oregon. Said 15-foot-wide strip of land lying 7.5 feet on each side of the as-constructed location of a ductile iron waterline and being more particularly described as follows:

Beginning at a 1/2-inch iron pipe in a monument box, also being at the intersection of the centerlines of 6th Street and College Street; thence South 46°01'33" West 56.01 feet to the True Point of Beginning, also being on the southerly Right-of-Way line of 6th Street; thence South 03°28'23" West 38.23 feet; thence South 48°28'23" West 25.92 feet; thence South 03°28'23" West 134.09 feet; thence South 48°28'23" West 100.16 feet; thence South 03°28'23" West 107.52 feet; thence South 41°31'37" East 185.25 feet; thence South 03°10'04" West 37.29 feet to the Point of Terminus, also being on the northerly Right-of-Way line of the dedication described in Book 114, Page 611 Yamhill County Deed Records.

The above-described tract of land contains 9,426 square feet, more or less. The basis of bearings is per Oregon State Plane, North Zone, NAD83, Epoch 2010.

05-11-2023

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

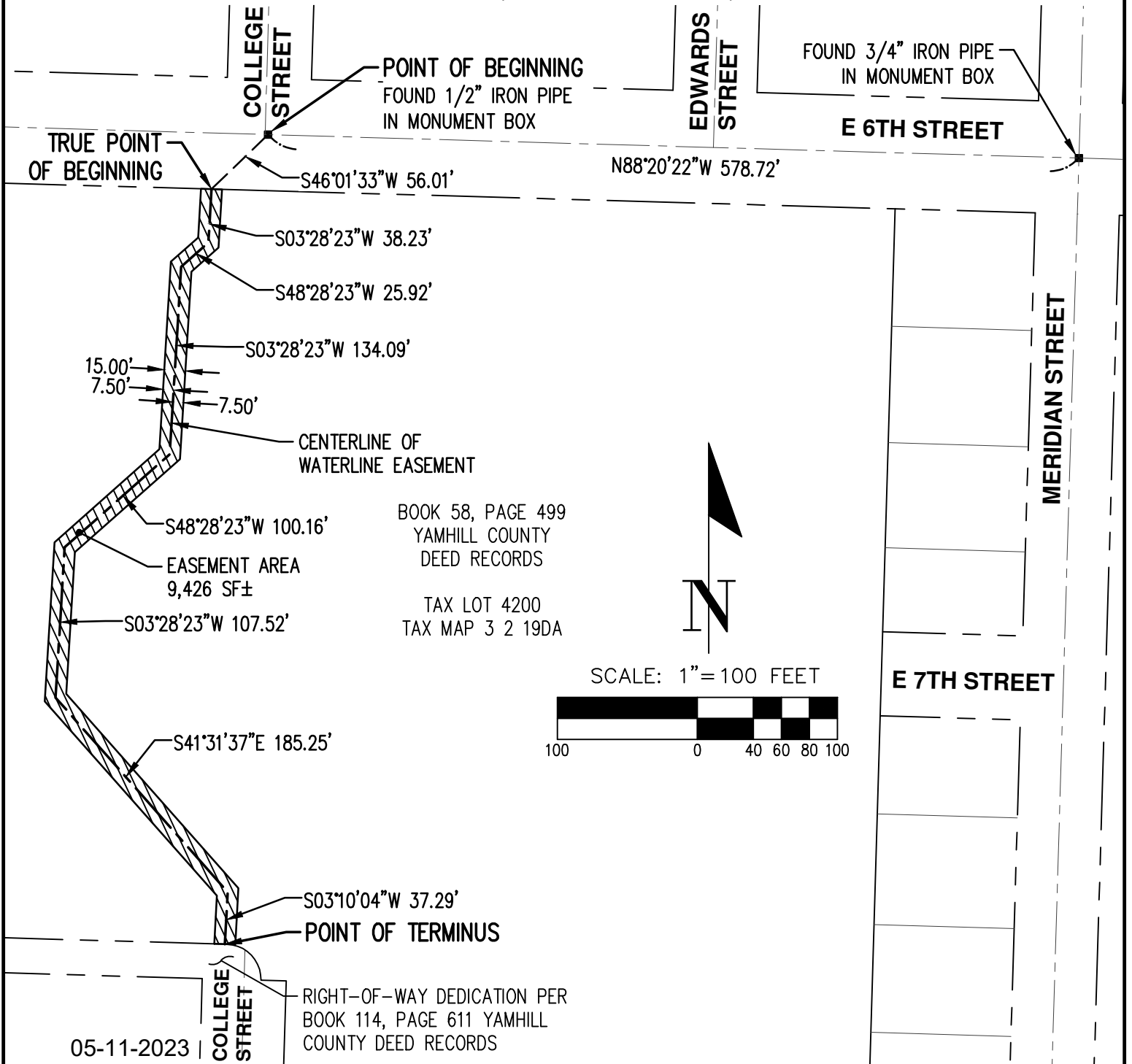
Brandt D. Thissell

**OREGON
SEPTEMBER 13, 2016
BRANDT D. THISSELL
84843PLS**

RENEWS: 6/30/24

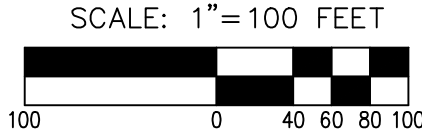
EXHIBIT C

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 19,
TOWNSHIP 3 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN,
CITY OF NEWBERG, YAMHILL COUNTY, OREGON



BOOK 58, PAGE 499
YAMHILL COUNTY
DEED RECORDS

TAX LOT 4200
TAX MAP 3 2 19DA



THE BASIS OF BEARINGS IS PER
OREGON STATE PLANE, NORTH
ZONE, NAD83, EPOCH 2010.

05-11-2023 |
**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

Brandt D. Thisell

OREGON
SEPTEMBER 13, 2016
BRANDT D. THISSELL
84843PLS
RENEWS: 6/30/24

PREPARED FOR
NEWBERG SCHOOL DISTRICT
714 E 6TH STREET
NEWBERG, OR 97132

WATERLINE EASEMENT MAP		EXHIBIT C
IRONMARK, LLC PO BOX 38 SAINT PAUL, OR 97137 P: 503.765.8755 ironmarkllc.com		DRWN: BDT CHKD: JOB#: 1090
IRONMARK SURVEYING & ENGINEERING		

AFTER RECORDING RETURN TO:

City of Newberg
PO Box 444
Newberg OR 97132

EDWARDS ELEMENTARY SCHOOL WATERLINE EASEMENT

1. Grant of Easement. For good and other valuable consideration, Grantor, NEWBERG SCHOOL DISTRICT NO. 29, a public corporate body existing under the laws of the State of Oregon, for itself and for its successors and assigns, does hereby grant to the Grantee, CITY OF NEWBERG, a municipal corporation, its successors and assigns, a perpetual, permanent and non-exclusive utility easement (Easement) located along and within a 15-foot wide Easement Area in the Southeast One-Quarter of Section 19, Township 3 North, Range 2 West, Willamette Meridian, in the city of Newberg, Yamhill County, Oregon, over a portion of that tract of land described in Book 58, page 499 of the Yamhill County Deed Records, the centerline of which is more particularly described in Exhibit B and illustrated in Exhibit C. The purpose of the Easement is to allow Grantee to construct, reconstruct, install, use, repair and maintain a subsurface waterline within the Easement Area described in Exhibit B and shown in Exhibit C, both attached hereto and incorporated herein.

This Easement includes the right of the Grantee to enter and use the Easement Area to do or to take (i) any of the actions described in this document, (ii) any action required of Grantee with respect to the waterline by applicable law, regulations, or permits, or (iii) any action otherwise reasonably related to Grantee's permitted use and enjoyment of this easement, including without limitation keeping the Easement Area clear of anything that would interfere with Grantee's permitted use or enjoyment of this Easement.

The rights granted herein shall not be construed to interfere with or restrict use of the premises by Grantor, its heirs, successors or assigns provided uses by Grantor shall not be inconsistent or interfere with the use of the Easement by Grantee. Grantor's reserved rights include but are not limited to the right to use the surface of the Easement Area for walkways, plantings, and similar uses; and to construct and maintain property improvements along and adjacent to the premises herein described; and to grant to third parties any of Grantor's reserved rights.

2. In exercising its use of the Easement, Grantee will make reasonable efforts to avoid unnecessary disturbance to Grantor's property and will restore the surface of Grantor's property to its original condition, or as close as is practical to do so. Repair, maintenance and reconstruction of the waterline, and any restoration of the Easement Area occasioned thereby, are Grantee's sole responsibility and shall be at its expense.

3. The Grantee accepts responsibility for liability arising out of its use of this Easement. Subject to any and all limitations, exclusions, and notice requirements of the Oregon Tort Claims Act (ORS 30.260 through 30.300) and the constitution of the State of Oregon, Grantee will defend, hold harmless and

indemnify Grantor from against all loss, costs, expenses and liability arising out of Grantee's use of the Easement to the extent caused by Grantee.

4. Grantor shall not take or allow any actions that could jeopardize or interfere with the safe operation of the waterline or otherwise interfere with Grantee's rights under this easement.

5. The Easement shall be considered abandoned and terminated when the pipeline has not used for twelve [12] consecutive months.

6. This Easement may only be amended by written, recorded instrument executed by authorized personnel of Grantee and Grantor.

7. Grantor's grant of this Easement is made subject to all exceptions to title on file or of record in the Official Records of Yamhill County, Oregon.

8. This Easement shall be governed by the laws of the State of Oregon. Any action or proceeding arising out of this Easement agreement shall be in Yamhill County Circuit Court. In the event of proceedings brought to enforce or interpret this Easement, the prevailing party will be entitled to recover from the other party reasonable attorney fees and costs incurred by the prevailing party in the proceedings or any appeal therefrom.

Exhibits:

Exhibit A – Not applicable / omitted

Exhibit B Description Easement for a Waterline

Exhibit C Map Illustrating Easement Area

IN WITNESS WHEREOF, the parties have executed this document to be effective as of the ____ day of _____, 2023.

GRANTOR, NEWBERG SCHOOL DISTRICT NO. 29

By: _____

Name: Dr. Stephen Phillips

Title: Superintendent, Newberg School District No. 29

State of Oregon)
)ss.
County of _____)

This instrument was acknowledged before me this ____ day of ____ 2023 by Dr. Stephen Phillips, Superintendent of Newberg School District No. 29.

Notary Public in and for the State of Oregon
My commission expires: _____

GRANTEE, CITY OF NEWBERG

By: _____

Name: _____

Title: _____

State of Oregon)
)ss.

County of _____)

This instrument was acknowledged before me this ____ day of ____ 2023 by
_____, as _____ for the City of Newberg:

Notary Public in and for the State of Oregon
My commission expires: _____