TRILLIUM CREEK PRIMARY PTA STANDING RULES 2025-2026

NAME OF UNIT: Trillium Creek PTA

FEDERAL ID NUMBER: 45-5579768 NATIONAL PTA NUMBER: 02691216

COUNCIL AFFILIATION: Clackamas Council of Parent Teacher Association

STATE AFFILIATION: Trillium Creek PTA is affiliated with the National PTA and the Oregon PTA and, as such, is governed by The Unified Local Unit bylaws and Oregon PTA bylaws.

MEMBERSHIP/ANNUAL DUES: Annual local unit dues shall be \$17.00 per Parent/
Guardian, Teacher, Individual Community member, Friend, or Family member, \$12 per Teacher
or Staff Member,

and \$10 per Student, which includes \$3.25, shall be remitted to the National PTA, and \$8.25 to the Oregon PTA per member.

FISCAL YEAR: July 1 to June 30

QUORUM: The quorum for each general meeting shall be six members.

MEETINGS: PTA general meetings of this association shall be held at least every other month, and when voting requires a general meeting. However, there will not be a general meeting in December, and a June general meeting will be scheduled only as deemed necessary by the PTA board. Meeting times will vary. PTA Board meetings will be held when deemed necessary.

PTA BOARD: The members of the PTA Board shall be: President or Co-President, Vice President or Co-Vice Presidents, Secretary or Co-Secretaries, Treasurer or Co-Treasurers, and Board Advisor.

In the event that a co-coordinator is needed or requested by a PTA Board Member to share their position, that person may be nominated by the existing PTA Board Member by making the request. Approval must be made by the PTA Board. This said co-coordinator shall share all responsibilities and carry the authority of that position when the other co-coordinator is absent. In voting, co-coordinators each carry one vote.

A Board Member's term of office equals one year (July 1- June 30). A Board Member may serve no more than three consecutive terms in the same position.

STANDING COMMITTEES: Standing Committees consist of chaired or co-chaired committees, which are consistently a part of Trillium Creek's PTA yearly agenda; they typically include the

following; committees will be reviewed yearly. Chairpersons and committee members must be a parent or guardian of a student currently enrolled at Trillium Creek Primary School.

| Annual Fund | Green Team | School Directory | |
|-------------------------|------------------------|--------------------------------|--|
| Art Literacy | Harvest Happening | Social Media | |
| Audit – mini monthly | Hoot 'n' Scoot Fun Run | Spirit Wear/School Apparel | |
| Backyard BBQ | Membership | Sponsorship | |
| Bulletin Board | Multicultural Night | Spring Fundraiser/Adult Social | |
| Community Rewards | Popsicles | Staff Appreciation | |
| Digital Family Workshop | Kindergarten Welcome | Webmaster | |
| Family Movie Night | Pizza Bingo Night | Winter Craft Fair | |
| Forest Flyers | | Yearbook | |

Standing Committees with an annual budget of \$2,000 or greater will require two co-chairs to oversee the committee or event.

LIAISONS: An individual of the PTA Board may, with the approval of other members of the PTA Board, appoint a liaison as deemed appropriate. Liaisons are individuals appointed to act as the point of contact for PTA membership or TCPS staff to coordinate volunteers or facilitate, in a limited capacity, a non-PTA-sponsored event or to communicate between PTA membership or TCPS staff and the PTA Board. Liaisons do not have a budget or an assigned committee. Liaisons are appointed annually and can hold a liaison position for more than one school year.

| Book Fair Liaison | Picture Day Liaison | Working Parent Liaison |
|--------------------|---------------------|------------------------|
| OMSI Night Liaison | | School Supplies |

SPECIAL COMMITTEES: The President of the PTA may, with the approval of the PTA Board, appoint special committees as deemed appropriate. Special committees cease when work is completed, and the final report is received by the PTA Board.

PTA BOARD NOMINATING COMMITTEE: The Nominating Committee of the PTA shall consist of up to three members plus one alternate, of which a chairperson and three additional members shall be voted in by the General Membership at the March or April general meeting. Nominating Committee members must be current PTA members and are not eligible for nomination to the upcoming PTA Board.

Nominating Committee members shall not serve for more than two consecutive years. The Trillium Creek Principal shall be invited to serve as a non-voting advisor to the Nominating Committee.

The Nominating Committee shall invite and accept nominations and self-nominations from the PTA for all positions on the Board. The committee is charged with collecting these nominations via email or other written form, contacting nominees to verify their willingness to be considered for those positions, and selecting a proposed slate of candidates to be published 7 days prior to voting. The publication is in the form of a slate listed on at least one of the following, TCPS PTA website, TCPS e-newsletter, or The Trillium Tweet. Once the ballot containing the proposed slate of candidates has been published and voted on, the work of the committee is considered complete.

The PTA Board will make a good-faith effort to establish a Nominating Committee. If unable to do so, the election process will continue unheeded.

ELECTION OF PTA BOARD MEMBERS: Elections shall be held during the May general meeting from the proposed slate of candidates. Candidates for the PTA Board must be a parent/guardian of a student(s) enrolled at TCPS for the year that they will serve, or a teacher or staff person at TCPS. Candidates for the PTA Board must be current PTA members and renew their PTA membership each year of Board service. The newly elected PTA Board shall assume their duties on July 1st and will serve until the following June 30th.

VACANCIES: A President who resigns mid-term shall be succeeded by the Vice President. The PTA Board shall make appointments to fill other positions and vacancies that may occur mid-term.

ORDER OF BUSINESS: The order of business for PTA general meetings shall be:

- 1. Call to Order
- 2. Approval of Prior Meeting Minutes
- 3. Acknowledgements/Guest Speakers
- 4. Reports of PTA Board
- 5. Reports of Standing and Special Committee

Chairpersons and Liaisons

- 6. Unfinished Business
- 7. New Business
- 8. Principal and Staff Reports
- 9. Announcements
- 10. Adjournment

CONVENTION DELEGATES: Delegates (voting representatives) from Trillium Creek PTA attending the annual meeting of the Oregon PTA (Convention) shall be appointed at a meeting of the PTA Board in March. Each PTA unit shall be entitled to be represented at the annual convention by its newly elected president and one (1) newly elected PTA Board member for every 25 members, as determined by the membership records on file with the Oregon PTA office as of April 1. If the convention falls before the election of the new PTA board, current PTA Board members will attend.

STANDING RULES: Any changes to these Standing Rules will be read at the first general membership meeting of the school year and may be read by request at any meeting. They may be amended or rescinded by a two-thirds vote at any general meeting. If notice of the proposed action is given at a previous meeting or in the call for the meeting, Standing Rules may be amended or rescinded by a majority vote.

VOTING: Only PTA members in good standing, and present in person, may vote on any PTA issue. Voting can occur virtually and does not require an in-person meeting. Issues regarding the PTA Budget or Standing Rules will be decided by a two-thirds vote of eligible members in attendance (except as provided in the Standing Rules section above). All other issues will be decided by a simple majority. Per Oregon PTA by-laws, voting on budget issues may be presented and voted on at the same general meeting. Budget changes/funding requests must be presented to the PTA Board before the general meeting for voting.

ETHICAL AND FIDUCIARY RESPONSIBILITIES: All PTA Board Members and Standing and Special Committee Chairpersons and Liaisons must be PTA members in good standing. They further agree to abide by the Standing Rules and carry out their responsibilities in a manner reflecting the principles of the Trillium Creek PTA Mission Statement.

Only PTA Board Members and Standing and Special Committee Chairpersons and Liaisons acting within the scope of their responsibilities may enter into contracts on behalf of the Trillium Creek PTA. Contracts valued at more than \$500 must be signed on behalf of the Trillium Creek PTA by two PTA Board Members.

The designated bank signatories shall be determined by the PTA Board Members.

All Standing and Special Committee Chairpersons and Liaisons shall abide by the approved budget for their event or area of focus. Prior PTA Board approval must be received for any expenditure, which would cause the budget for that event or budget expense line item to exceed the approved budget. The PTA Board is authorized to spend an additional \$500 per line item, including non-allocated funds, beyond what is approved in the budget, upon the completion and submission of the Request for Funds form by requestor and if funds are available. Any funding request greater than \$500 will continue for a vote by the PTA general membership.

Any parties or events donated through the Adult Social and Auction are considered donations to TCPS PTA. No TCPS PTA funds or gift cards given to TCPS PTA will be used for these types of events.

PTA Funds will not be used directly for Gift Cards for TCPS Staff.

STATEMENT OF EQUIPMENT LENDING POLICY: This Statement of Equipment Lending Policy is set forth to define the relationship between the Trillium Creek Primary School PTA (TCPS PTA) and community partners seeking to borrow equipment and/or supplies owned by TCPS PTA. The intent is to create a clear understanding, among general members, community partner borrowers, and Board Members, of the equipment lending procedures and responsibilities.

All equipment lending must be pre-approved by the TCPS PTA Board Members. Approval is granted by presenting to the Board at a monthly scheduled Board Meeting. Dates and times of

Board Meetings are on the TCPS PTA calendar.

All community partners must be directly affiliated with and representing a West Linn Wilsonville School organization. Other community partners will not be considered for equipment lending.

Community partners seeking to borrow TCPS PTA equipment and/or supplies are required to sign the TCPS PTA Equipment Loan Agreement attached hereto as Exhibit A.

STATEMENT OF FUNDRAISING PARTNERSHIP POLICY: This Fundraising Partnership Policy is set forth to define the relationship, agreed-upon fundraising procedure, and business promotion opportunity between the Trillium Creek PTA and company(ies) and/or individual(s) interested in fundraising on behalf of the Trillium Creek PTA.

The Fundraising Partnership Policy has been developed as follows:

- 1) The Trillium Creek PTA Fundraising Partnership Policy has been established to maintain quality and a standard of partnership with all levels of fundraising partners.
- 2) Primary fundraising opportunities are to be held in conjunction with the three (3) anchor fundraising events: **Annual Fund** (typically occurs annually during the first 2-4 weeks of the new school year), **Adult Social Auction** (typically occurs bi-annually in the Winter or Spring) and **Hoot 'n' Scoot** (typically occurs annually in the Fall or Spring).
- 3) Procedure for being a part of the Trillium Creek PTA Fundraising Partnership:
 - a. All fundraising partnerships must be pre-approved by the Trillium Creek PTA Board Members. Approval is granted by presenting to the Board at a monthly scheduled Board Meeting. Dates and times of Board Meetings are on the PTA calendar. Annual Fund, Adult Social Auction, and Hoot 'n' Scoot Committee chair(s) and Sponsorship chair(s) must also abide by the Fundraising Partnership Policy by requesting approval from their appropriate Board Liaison prior to soliciting sponsorship for their event. The exception to this will be for Hoot 'n' Scoot when procuring title sponsorships.
 - b. There will be three fundraising partnership levels, each granted its own privileges as follows:
 - i. A donation of \$500 grants Silver Fundraising Partner status with the following privileges for one academic school year:
 - Business logo included on weekly PTA e-newsletter distributed schoolwide
 - 2. Social media recognition on fundraising promotions during the academic school year
 - 3. Business logo included on our PTA website

- ii. A donation of \$1,000 grants Gold Fundraising Partner status with the following privileges for one academic school year:
 - 1. Medium single sponsor "business logo" banner hung along school's main entrance fence the week of schoolwide PTA events;
 - 2. Business logo included on weekly PTA e-newsletter distributed schoolwide;
 - 3. Recognition at PTA auction/social event;
 - 4. Business logo included on shared "table talker" space at PTA auction/social event;
 - 5. Business logo included during repeating slideshow at PTA auction/social event;
 - 6. Business logo included on PTA auction/social event materials (e.g., auction booklet);
 - 7. Social media recognition on fundraising promotions during the academic school year.
 - 8. Business logo included on our PTA website
- iii. A donation of \$3,000 grants Platinum Fundraising Partner status with the following privileges for one academic school year:
 - 1. Large single-sponsor "business logo" banner hung on-site at all schoolwide PTA events;
 - 2. Large single-sponsor "business logo" banner hung along the school's main entrance fence, the week of schoolwide PTA events;
 - 3. Business logo included on weekly PTA e-newsletter distributed schoolwide;
 - 4. Business logo included on all PTA auction/social and Hoot n' Scoot event promotional materials;
 - 5. Recognition at PTA auction/social and Hoot n' Scoot events;
 - 6. Business logo included on shared "table talker" space at PTA auction/social event;
 - 7. Business logo on single sponsor slide during repeating slideshow at PTA auction/social event;
 - 8. Business logo included on single sponsor page on event PTA auction/social event materials (e.g., auction booklet);
 - 9. Social media recognition on fundraising promotions during the academic school year.
 - 10. Business logo included on our PTA website.
- 4) Any donation received will go directly into the PTA General Fund to be allocated by the PTA Board and voted/approved by the General Members. Donations cannot be directed by donors.

5) This policy is to be reviewed on an annual basis and any changes to the Fundraising Partnership must be approved by the General Members and Board Members of the Trillium Creek PTA.

STATEMENT OF INVESTMENT POLICY: This Investment Policy is set forth to define the use and limitations of Trillium Creek PTA's Investment Account. The intent is to create a clear understanding among the general members and all board members of the nature, purpose, and goals of the investment account on behalf of the Trillium Creek PTA.

The Investment Policy has been developed as follows:

- The Trillium Creek PTA investment account has been established for the purpose of accepting and liquidating donated financial securities (i.e., stock donations) and to retain funds in a Trillium Creek PTA's investment account or transfer them to Trillium Creek PTA's checking account.
- 2) Further, the Investment account needs to be able to accept stock donations and liquidate the stocks and when possible, earn interest on the funds.
- 3) Upon receipt of any stock donation, these securities will be liquidated as soon as reasonably possible, but every effort should be made to liquidate within the time frame of 1 to 5 business days. The stock price will not be a factor of when to sell the stock. There will be times during school vacations when the board members will not be available to sell the stock. In such circumstances, the stock will be liquidated as soon as possible.
- 4) At times, the Trillium Creek PTA will have reserve funds. With board approval, these funds can be invested in FDIC bank certificate(s) of deposits (CDs) as the board is not authorized to invest the funds into stocks or bonds. The CD's should have a maturity date of no less than 30 days and no longer than 18 months.
- 5) At no time, will Trillium Creek PTA funds be invested by the Board into stocks or bonds. Certificates of deposits are the only allowed financial instruments under this policy.
- 6) This policy is to be reviewed on an annual basis and any changes to the investment mandate must be approved by the general members and board members of the Trillium Creek PTA.

STATEMENT OF WEBSITE AND SOCIAL MEDIA POLICY: This Website and Social Media Policy is set forth to define the relationship between the Trillium Creek Primary School PTA (TCPS PTA) and its website and any social media accounts (ie Facebook and Instagram) named/managed by TCPS PTA. The intent is to create a clear understanding, among general members, Chairpersons, Liaisons, and Board Members, of the purpose of the website and any social media accounts, social media use while representing TCPS PTA, and to assign responsibility for the management and content of these outlets.

The Website and Social Media Policy has been developed as follows:

1) The TCPS PTA website and TCPS PTA-named social media accounts have been created with the purpose of communicating TCPS PTA-relevant content, including but not limited to TCPS PTA sponsored events and volunteer opportunities, General Meetings and Board Meetings

- dates/times, General Meeting minutes, TCPS PTA documents and forms, TCPS PTA fundraising activities, acknowledgment of TCPS PTA member PTA-related achievements and successes, and providing quality PTA-related content.
- 2) The TCPS PTA website and TCPS PTA-named social media accounts will post content that is always clean and professional.
- The TCPS PTA website and all TCPS PTA-named social media accounts are considered a Standing Committee and are assigned to a TCPS PTA Board Member for oversight and accountability.
- 4) Content is determined by TCPS PTA Board Members and committee members.
- 5) PTA Board Members and Chairpersons and Liaisons will sign a social media use agreement annually.
- 6) This policy is to be reviewed on an annual basis and any changes to it must be approved by the general members and board members of the TCPS PTA.

ORPTA E-COMMERCE POLICY: The Treasurer (or Co-Treasurers) and President shall have full online access, and if possible, the additional authorized signers and non-signer bank statement reviewers should have read-only access. PTA accounts cannot link to any individual accounts. No transfers of any kind should be allowed including wire transfers from account to account.

Electronic Banking

Online Account Access Password for online accounts should be changed:

- at least once a year, or
- when there is a change in the signer.

Online Statement Review

Banking and debit card statements may be reviewed online. The non-signer bank statement reviewer must e-sign (with the applicable company) a copy of the statement once reviewed and forward the signed copy of the bank statement to the Treasurer.

Use of Debit Cards

- Cards are issued to authorized signers, including the name of the PTA, and should be the same signers as on the PTA's bank account. The cards are in the possession of the Treasurer and are used via a checkout log only. The log is to be reconciled monthly to the statement.
- Before the use of the debit card, a funds request should be completed and submitted to the treasurer. Following the purchase, the receipt should be given to the Treasurer and attached to the funds request form and the debit card returned.
- The debit card limit should not exceed more than \$500.00; transactions that require a larger purchase amount must be requested through a pre-authorized funds request form and the limit increased by the treasurer on an as-needed basis.
- Absolutely, No cash transactions are allowed. (ATM, CASH, Withdrawals, Cashback from retailer)

- A change in signer on the checking account will require a return and destruction of the debit card. A financial reconciliation will be performed. This applies when fraud or misuse of the card has also been discovered.
- If the card is lost or stolen, the account must be reconciled.

Fraudulent Transactions

Upon routine monthly and yearly audits, if fraudulent transactions have been discovered, the PTA board will meet within 24 hours and discuss the next steps forward in reporting to the appropriate agencies involved.

ACH/Electronic Payments

One-time payments to the following are allowed by ACH or eCheck. Wire transfers are never allowed.

Proper documentation should still be followed, including signed check request forms and any other required documentation. All expenditures (other than escrowed items) must be budgeted.

- Oregon PTA
- Secretary of State Incorporation Fee
- Oregon Department of Justice Annual CT-12 Reporting
- AIM for insurance policy renewal

Recurring Payments

Recurring payments for PTA expenses must be set up to be deducted directly from the bank account. At the first Membership meeting of the year, a motion would be made to approve the recurring payment for one fiscal year.

Online Payment Collection Systems

- The PTA membership must approve the use of an online payment collection system(s).
- The online payment collection system (web-store, etc.) must be in the PTA's name. It should not be attached to an individual.
- Associated fees are budgeted as an expense line item and must be accounted for and reported on the financial statement. The PTA must ensure that they are checking for these fees monthly to ensure that the financial statements are accurate.
- All revenue must be accounted for and reported in every financial report in the budgeted income category.
- Online Payment collection system reconciliations must occur on a monthly basis, and should a manual transfer be required from the third-party processing company, documentation of the transfer should be filed with the reconciliation.

Transfer of Banking Services to Another Financial Institution

The PTA Board may vote to transfer banking services to another financial institution for reasons including:

- to save on fees or interest charges, to earn more interest on deposits
- there are other products or services with another institution that better suits TCPS PTA needs
- dissatisfaction with the service at current financial institution
- current financial institution is closing the branch holding TCPS PTA accounts or services
- another financial institution acquired current financial institution
- current financial institution fails

At least two (2) authorized signers must be present at the closure of the account(s) at the current financial institution and at the opening of account(s) at the new financial institution.

Accepting Payment by Debit\Credit Card

- The third-party processing company (PayPal/Square/Stripe/Venmo etc) account must be in the PTA's name. Not an individual.
- Third-party processing company (PayPal/Square/Stripe/Venmo etc) statements must be clear with detailed and accessible on a real-time basis. The PTA must have immediate access to know who has paid, the purpose of the payments, and the expected transaction amount.
- The third-party processing company must be Certified Compliant with the Payment Card Industry Data Security Standards (PCI DSS). Reference the Discover,
- MasterCard and Visa list of Compliant Service Providers before the PTA signs or electronically agrees to the agreement.
- Third-party deposits are processed the same as a traditional bank deposit.
- Proper documentation is required for each deposit. Events must reconcile with the applicable money counting worksheet.
- Attach a copy of the online transaction to the deposit form.
- For daily deposits, a weekly summary of the deposits may be documented on a single deposit form.
- Associated fees are budgeted as an expense line item and reported on the financial report.
- For swiped transactions, the PTA will receive training from your third-party processing company on handling cards that do not read correctly.
- Card numbers must not be written down for any reason. Only swiped or chip transactions that are immediately authorized (via internet or phone access) will be accepted.
- The PTA will not swipe or store transactions for later settlement. Disputes of Debit\Credit transactions
- PTA will confirm with the third-party processor that only the PTA Treasurer may confirm a
 refund to the customer. Confirming a refund requires the same approvals and
 documentation as required for a request for a check to be issued for disbursement.
- The authorized refund must be recorded in the check registry before processing.
- The third-party processing company must provide the PTA guidance on challenging a disputed payment.
- Any challenge of payment must be responded to promptly and accurately.

- If merchandise has not already been provided, goods and services will be withheld until the dispute is cleared.
- If the dispute is not resolved favorably, treat this action in the same manner as a nonsufficient funds check.

SIGNATURES OF AGREEMENT BY THIS YEAR'S PTA BOARD:

| Co-President: | | | | | |
|--------------------|--|--|--|--|--|
| | | | | | |
| Co-President: | | | | | |
| Co-Vice President: | | | | | |
| Co-Vice President: | | | | | |
| Co-Vice President: | | | | | |
| Co-Secretary: | | | | | |
| Co-Secretary: | | | | | |
| Co-Treasurer: | | | | | |
| Co-Treasurer: | | | | | |
| Advisor: | | | | | |
| | | | | | |

DATE APPROVED BY GENERAL MEMBERSHIP: DATE SUBMITTED TO THE OREGON PTA:

EXHIBIT "A"

EQUIPMENT LOAN AGREEMENT

| last | s | THIS EQUIPMENT LOAN AGREEMENT ("Agreement") is made as of the date of the ignature below by and between Trillium Creek Primary PTA ("TCPS PTA") and |
|------|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | ("Borrower"). TCPS PTA and Borrower may be need collectively in this Agreement as the "Parties" or each individually as a "Party". |
| | 1. | Equipment . Subject to all terms and conditions of this Agreement, TCPS PTA will loan to Borrower the materials or equipment specified on the attached Exhibit 1 (the "Equipment"), which Exhibit A is included herein by reference as if fully set out. |
| | 2. | <u>Term</u> . The term ("Term") of this Agreement begins on, and expires on, unless the Agreement is either sooner terminated or extended by mutual agreement in writing. |
| | 3. | Permitted Use. The Equipment shall be sued for the sole purpose of At the end of the Term, Borrower shall return the Equipment in its original condition, ordinary wear and tear accepted. |
| | 4. | <u>Preparation of Equipment.</u> Borrower shall bear the sole cost and expense of dismantling, packing, insuring, and transporting or shipping the Equipment to Borrower. Upon the termination or expiration of this Agreement, Borrower shall bear the full cost of dismantling, packing, insuring, and transporting or shipping the Equipment back to TCPS PTA and reassembling the Equipment. |
| | 5. | Responsibility for Loss or Damage. Borrower is responsible for any loss or damage to the Equipment from the time Borrower takes possession of it until it is returned to the possession of TCPS PTA. |
| | 6. | <u>Indemnification</u> . Borrower accepts all risks to itself and to any third parties that may result or arise out of the possession or use of the Equipment and agrees to indemnify and save harmless TCPS PTA, its officers and agents from all loss, cost and expense arising out of any liability or claim of liability for damages to person or property arising out of its possession or use of the Equipment. |
| | 7. | No Warranty. Borrower accepts the Equipment "As Is". TCPS PTA makes no warranty of any kind including that the Equipment is suitable for the use for which it is designed. |
| | 8. | <u>Termination</u> . Either Party may terminate this Agreement at any time by giving days' written notice to the other Party. In addition, TCPS PTA may terminate this Agreement immediately in the event of Borrower's failure to comply with any of the terms and conditions of this Agreement. |

- 9. **Assignment**. This agreement is personal and Borrower shall not assign this Agreement or any privileges granted hereunder without the prior written consent of TCPS PTA.
- 10. <u>Entire Agreement</u>. This Agreement contains the entire agreement of the Parties and there are no representations, inducements, or other provisions other than those expressed herein. All changes, additions, or deletions to this Agreement shall be in writing and executed by the authorized representative of both Parties.
- 11. No Waiver. The waiver by TCPS PTA of any agreement, condition, or provision contained in this Agreement will not be deemed a waiver of any subsequent breach or any other agreement, condition, or provision contained in this Agreement, nor will any custom or practice that may develop between the Parties in the administration of the terms of this Agreement be construed to waive or lessen the right of TCPS PTA to insist upon Borrower's performance in strict accordance with the terms of this Agreement.
- 12. <u>Governing Law.</u> This Agreement and the rights and obligations of the Parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the state of Oregon, without regard for its conflict of laws provisions, which shall be the exclusive venue for any legal proceedings arising from or incident to this Agreement.
- 13. **Severability**. Should any provision of this Agreement be declared illegal, void, or unenforceable under Oregon law, or shall be considered severable, the Agreement shall remain in force and be binding upon the Parties hereto as though the said provision had never been included.

IN WITNESS WHEREOF, TCPS PTA and Borrower have executed this Agreement as of the date of the last signature below as indicated by the signatures of the authorized representatives.

| TRILLIUM CREEK PRIMARY PTA | | | | | |
|----------------------------|------|--|--|--|--|
| NAME: | | | | | |
| TITLE: | | | | | |
| DATE: | | | | | |
| BORRO |)WER | | | | |

| | | |
|--------|------|------|
| NAME: | | |
| TITLE: | | |
| DATE: | | |

EXHIBIT 1

Equipment to be Loaned