

Molalla River Academy Board of Directors Meeting Agenda June 21, 2022

An in-person meeting of the Molalla River Academy Board of Directors will be held in the MRA Media Center. The meeting may also be attended via Zoom using the following link:
<https://us06web.zoom.us/j/82703107489>

“Guide students in becoming responsible, lifelong learners and compassionate members through interdisciplinary studies in the arts and sciences within a safe and nurturing environment.”

Regular Meeting - 6:00pm

NOTE: Record Meeting

1. Call to Order of Regular Meeting
2. Attendance
3. Executive Session to consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing. (ORS 192.660(2)(b))
4. Executive Session to conduct deliberations with persons designated to carry on labor negotiations. (ORS 192.660(2)(d))

NOTE: Record Meeting

5. Additions or Revisions to the Agenda
6. Consent Agenda (Action Item)
 - a. Approve May 24, 2022 Minutes**
7. Public Comment

The MRA School Board values public input. The responsibility of the Board is to actively listen and reflect on public comments. The Board will not respond to any comments or questions during public comment.

Any person, speaking to the Board during a meeting, should state their name, whether they are a resident of the district and, if speaking for an organization, the name of the organization. A spokesperson should be designated to represent a group with a common purpose.

Please limit your comments to 3 minutes or less.

Guidelines for public input emphasize respect and consideration of others. The Board will not allow comments, criticism or complaints about District employees. Per Policy BDDH: A person speaking during the designated portion of the agenda for public comment may offer objective criticism of public charter school operations and programs. The Board will not hear comments regarding any individual school staff member. The Board chair will direct the visitor to the procedures in Board policy KL - Public Complaints for consideration of a legitimate complaint involving a staff member.

Complaints about staff submitted to the Superintendent's office are considered a personnel matter and will not be addressed in public testimony.

The Board sincerely appreciates your input, and thanks you for your cooperation.

8. Reports

- a. Director Report (Presented by Dr. Marrone)
 - i. Personnel Report (new hires/resignations)
- b. Board Report
 - i. Update on MRA lease and property purchase** (Presented by Brad Kuhn)

9. General Business

- a. Financial Report (presented by Dr. Marronne)**

10. New Business

- a. Proposed Property Lease Contract
- b. Vision Planning (presented by Brad Kuhn)
- c. Locked File Cabinet for Board Use
- d. Discuss Financial Reporting
 - i. Budgeted vs Actuals Reporting

11. Old Business

- a. Adoption of 2022-2023 Budget**
- b. Adoption of Dress Code Policy**
- c. Director Evaluation

12. Announcements

- a. Director Resignation (presented by Emily Frack)
- b. Board Members Needed

13. Next Meeting

14. Adjournment of Public Meeting

** Note: Items with an asterisk have an associated document included in the board packet

Molalla River Academy

Code: BDDH
Adopted: 1/25/22

Public Comment at Board Meetings

All Board meetings, with the exception of executive sessions, will be open to the public. The Board invites the school community members to attend Board meetings to become acquainted with the program and operation of the public has a right to attend public meetings held in open session, and may be invited to share comments, ideas and opinions with the Board during designated times on the agenda. The Board may conduct a meeting without public comment.

Individuals with hearing, vision or speech impairments will be given an equal opportunity to participate in Board meetings and submit written comments to the Board. Individuals requesting assistance, aids or accommodations are encouraged to notify the public charter school at least 48 hours prior to the Board meeting with the request, consistent with Board policy BD/BDA – Board Meetings.

Procedures for Oral Public Comment

The Board establishes the following procedures for public comment at Board meetings held in open session. The information will be accessible and available to all patrons accessing or attending such a Board meeting.

1. Public comment is limited to its designated place on the agenda and while time allows.
2. A person wishing to provide public comment, if an opportunity is provided by the Board during a meeting open to the public, will submit their name electronically or do so as directed prior to the Board meeting.¹ A request to give public comment in-person or electronically does not guarantee time will be available.
3. A person speaking during the public comment portion of the meeting may comment only on agenda items.
4. A person speaking during the public comment portion of the meeting should state their name, whether they are a resident of the district, and, if speaking for an organization, the name of the organization. A spokesperson should be designated to represent a group with a common purpose.
5. A person giving public comment is limited to an established time limit of three minutes. Statements should be brief and concise. The Board chair has discretion to waive time limits or extend the overall time allotted for public comment. Additional time will be allocated in a fair and equitable manner. If a person has more comments than time allows or is unable

¹ When in-person attendees are allowed to provide oral comment, virtual attendees will be afforded the same opportunity.

to comment due to time constraints, the person is encouraged to submit additional written comments to the Board through the school office as directed.

6. Inquiries from the public during the designated portion of the agenda will not generally be responded to immediately by the Board chair, and may be referred to the administrator for reply at a later date. The Board will not respond to inquiries that are expected to be addressed during another designated portion of the agenda.

The Board will not hear public comment at Board work sessions.

Topics raised during the public comment portion may be considered for inclusion as agenda items at future Board meetings.

Procedures for Written Comment

Members of the public may submit written comments or materials to the Board at any time at the school office, by mail or by email to board@mra-k8.com. Materials or comments submitted at least 72 hours in advance of a Board meeting will be provided to the Board before the Board meeting, and may be read at the Board meeting. Written materials or comments submitted may not warrant action by the Board.

Comments Regarding Staff Members

A person speaking during the designated portion of the agenda for public comment may offer objective criticism of public charter school operations and programs. The Board will not hear comments regarding any individual school staff member. The Board chair will direct the visitor to the procedures in Board policy KL - Public Complaints for consideration of a legitimate complaint involving a staff member. A commendation involving a staff member should be sent to the executive director, who will forward it to the employee, a supervisor and the Board.

END OF POLICY

Legal Reference(s):

[ORS 192.610 - 192.690](#)

[ORS 338.115\(2\)](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (2018); 29 C.F.R. Part 1630 (2020); 28 C.F.R. Part 35 (2020).

Americans with Disabilities Act Amendments Act of 2008, 42 U.S.C. §§ 12101-12133 (2018).

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

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

Oregon House Bill 2560 (2021).

Cross Reference(s):

BDDC - Board Meeting Agenda

Molalla River Academy

Code: BDDH-AR

Revised/Reviewed: 3/03/22

Public Comment at Board Meetings

The Board requests that a public comment add information or a perspective that has not already been mentioned previously, and that the patron refrains from repeating a similar point.

To provide public comment in person, if the opportunity is available on the Board agenda, please submit their name electronically or do so as directed prior to the meeting. Those attending virtually and want to provide public comment should notify the Board secretary prior to the start of the meeting or as directed.

Any person, who is allowed to speak to the Board during a meeting, should state their name, whether they are a resident of the district and, if speaking for an organization, the name of the organization. A spokesperson should be designated to represent a group with a common purpose.

Comments about a specific employee or group of employees should comply with Board policy BDDH - Public Comment at Board Meetings:

“A person speaking during the designated portion of the agenda for public comment may offer objective criticism of public charter school operations and programs. The Board will not hear comments regarding any individual public charter school staff member. The Board chair will direct the visitor to the procedures in Board policy KL - Public Complaints for consideration of a legitimate complaint involving a staff member. A commendation involving a staff member should be sent to the executive director, who will forward it to the employee, a supervisor and the Board.”

SEE FORM ON REVERSE

INTENT TO SPEAK

The Board welcomes input. To provide in-person public comment please submit this completed card to the Board secretary prior the start of the meeting.

Name: _____ Phone: _____

Name of organization (if applicable): _____

Address: _____

Email (optional): _____

Topic or comment to be presented (brief description): _____

A complaint brought before the Board shall be referred to the proper school authorities. A complaint shall be processed in accordance with Board policy KL - Public Complaints and KL-AR - Public Complaints Procedure. A hearing conducted by the Board regarding personnel may take place in an executive session.

The Board requests that a topic or comment is limited to three minutes or less.

Board of Directors Meeting May 24th, 2022

The work session of the Board of Directors of the Molalla River Academy, an Oregon nonprofit corporation, was held as an in person meeting on May 24th, 2022. A work session was held at 5:30pm and a regular meeting held at 6:30pm.

The public was notified of this meeting with 24 hours notice.

Called to order at 5:35 pm

In attendance:

Directors Attending:

Robert Seubert - Treasurer - April 2023

Brad Kuhn - President - September 2023

Brandon Senn - Vice President - September 2023

Emily Frack - Board Secretary - December 2022

Directors Absent:

None

Directors Tardy:

None

Directors left early:

None

Executive Director Attending:

Melanie Marrone

Iva Quinlan

A sufficient number of directors were present to constitute a quorum.

The meeting was chaired by Brad Kuhn

The minutes were taken by Emily Frack

Budget Meeting - 5:30pm

1. Call to Order of Work Session 5:35pm

2. Attendance

3. New Business

a. Proposed Budget 2021-2022

i. Presentation of the Proposed Budget (Dr. Marrone)

1. New grant for PE teacher transferred from RPA
2. Will hire a new Middle School Science teacher - salary included
3. Hired a new curriculum teacher - she will do part time. Paid out of SIA grant
4. Hire a new Spanish teacher which will be part time and virtual. Paid for by grant.
5. Added line items for PTO and sick time
6. Asking for one time start up costs for new electives in new middle school model
7. Increased expense for computer hardware
8. Grant expenses should match Grant income.
9. School safety items - new door handles, window covers, and emergency kits
10. Grant for menstrual products in the girls bathrooms and also another grant to offset internet costs.

ii. Questions and Discussion

1. Emily asks about Administrator salaries and modular payments
2. Brandon asks about stipends
3. Brad asks about before/after classes
4. Melanie discusses Grant line items not shown on the board budget
5. Iva and Melanie discuss separate line items for modular upkeep since MRA owns the modulares.
6. Bradon asks about break even and history of breaking even
7. Brad asks about curriculum start up costs.

iii. Melanie will make revisions and board will look at adopting at next meeting

4. Adjourn Work Session 6:05pm

Regular Meeting - 6:30pm

1. Call to Order of Regular Meeting at 6:30pm
2. Attendance - all board members present as well as Iva and Melanie
3. Additions or Revisions to the Agenda

4. Consent Agenda (Action Item)

a. Approve April 26, 2022 Minutes.

1. Emily makes a motion to approve minutes. Brandon seconds. Motion passes.

5. Public Comment

The MRA School Board values public input. The responsibility of the Board is to actively listen and reflect on public comments. The Board will not respond to any comments or questions during public comment. Any person, speaking to the Board during a meeting, should state their name, whether they are a resident of the district and, if speaking for an organization, the name of the organization. A spokesperson should be designated to represent a group with a common purpose.

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1. Public comment from Kamrine Walsh

6. Reports

a. Director Report (Presented by Dr. Marrone)

i. Personnel Report (new hires/resignations)

1. Made offer to 2nd grade teacher but it was declined
2. Open jobs are still posted
3. Made offer to Sandra Farmer for food services/before and after care position
4. David Takano has been brought on for Middle school science and electives

ii. Status of Overdue Accounts

1. ReAnna is going in and updating overdue accounts
2. Detailed statements have been going out to parents with due accounts

iii. MRA Policy Manual Status

1. All policies are on the website now

b. Board Report

1. None

7. General Business

a. Financial Report (presented by Dr. Marronne)

1. Balance sheet and P&L in the board packet did not include state school fund that just arrived, so those funds are off.

2. Melanie discussed with the bookkeeper how to make sure the documents are more accurate for the board meeting. Bookkeeper was behind due to tax season
3. Did get an adjustment on the state school fund so we recouped some costs from when enrollment was down earlier this year
4. Melanie asks to have a campaign around attendance for next year, school gets paid based on attendance as well.

8. New Business

a. Sick Leave Accrual (presented by Dr. Marrone)

1. Sick leave became an issue this year, previously the sick leave gets paid out every year and not carried over. Melanie suggests we carry over the sick leave and document it on paystubs.
2. With PERS Tier II the sick time carries over into retirement
3. Sick leave carries over with new employees with public employees
4. Melanie will ask employees if they want to be paid out for the sick leave or have it carry over
5. Brandon asks about down sides to this potential new policy
6. Board discusses

b. Annual Board Calendar (presented by Brad Kuhn)

1. Calendar to track board items that need to get done at certain times
2. Brad requests board input on what should go on the calendar

c. Director Evaluation and Contract (presented by Brad Kuhn)

1. Board needs to work on the Evaluation and Contract for the Executive Director
2. Emily discusses past ED evaluation - OSBA booklet
3. Melanie would like to discuss things in her contract in an executive session
4. Brad discusses how to move forward with the evaluation process
5. Survey Monkey - staff survey. Emily will do the survey. Melanie will give Emily the login for the pro Survey Monkey account.
6. Open comments from parents on evaluation

d. Student Educational Travel Trip (presented by Brad Kuhn)

1. Brad discusses offer a school sponsored trip for students to travel to a significant place (Washington DC, China, Rome, etc). Parents and staff would volunteer to help the kids fundraise and plan the trip.
2. Iva discusses history around planning this type of trip in the past
3. Board discusses COVID restrictions and travel
4. Iva recommends hiring a company to help plan the trip and to incorporate service into the trip
5. Board agrees to move forward with discussions with staff on this idea

e. Grant Writing (presented by Brad Kuhn)

1. Brad discusses grant money available and getting someone to write more grants
 2. Melanie wants to get clarity on our vision for the school before we focus the grant writing energy.
 3. Grants have to be reported on so that person would have to do that too
 4. Board discusses topic
 5. Board would like the director to explore the possibility of offering a staff member a stipend to write grants.
- f. Piloting Social Science and Science 6-8 curriculum (presented by Dr. Marrone)
1. Moving into new middle school model - looked at different options. Use Active Classroom for Social Science. Lots of simulation, hands on and projects. It's aligned to Oregon standards and it comes with lesson plans and activities.
 2. For Science program looking at a program called FOSS.
 - a. Iva Quinlan discusses other curriculum teachers reviewed that did not meet standards for MRA but FOSS seems to be much better
 - b. Would like to pilot the FOSS program
 3. Will come back later with report on Active Classroom and FOSS next year for a full curriculum evaluation

9. Old Business

a. Uniform/Dress Code

i. Survey Results (presented by Dr. Marrone)

ii. Discussion

1. MRA Logos could be done at the school with their new commercial embroidery machine at \$2 per item
2. Emily likes the idea of black pants and khaki pants
3. Board discusses accessibility of the uniform
4. Board discusses when to actually change the policy
5. Melanie presents examples of the uniform shirts and sweatshirts that would be sold by the school - school can purchase them for \$3 a piece. Zip up sweatshirts can be purchased for \$18 and a crew neck for \$8 and a long sleeve for \$8.
6. The uniform policy needs revision as it is now, the current policy is too hard to enforce.
7. The board agrees that the cost is an issue, not the uniform policy itself. The board wants to implement a new policy, but also wants to be sensitive to the costs we are asking parents to pay
8. Iva discusses parents go school shopping with their kids before school regardless of a uniform policy or not.
9. Brandon brings up having a uniform scholarship
10. Emily discusses the uniform closet and being built back up with compliant

clothing eventually

11. Board discusses cost
12. Board discusses a stricter school issued logoed shirt policy with khaki or black pants, Monday through Thursday and a Free Dress Friday with a dress code.
13. Board discusses a Phase 1 and Phase 2 rollout to make it easier for parents to prepare for the new uniforms.
14. Emily advocates to change the policy for the beginning of the school year and not do a phase roll out
15. Brandon wants to make sure we aren't creating waste by asking parents to discard old uniforms being saved.
16. Proposal to have a new policy but not enforce strictly until 2023/2024 school year or 6 months. Ask parents to adhere to new policy as best they can during a transition period.
17. Board discusses the following: any style of skirt, pants or shorts as long as it was solid black, khaki or navy (no jeans) with no rips no patterns and then school issued shirts (sweat shirt, polo or t-shirt, short or long sleeve) in red, white and navy with an MRA logo. Leggings can be worn only under shorts or skirts and need to be solid black, or white. Bottoms don't have to be school issued. No athletic pants (ie. yoga pants, sweat pants, etc). Free dress Fridays where we would adhere to a dress code. We would ask parents to adhere as best as possible with solid colors (logos won't be enforced) from Sept-Dec 2022 and then the beginning of January 2023 start to strictly enforce the new policy. Any parents that need financial assistance please contact Melanie.
18. Melanie will write the new policy. Board will vote on the new policy at the next meeting.
19. Emily makes a motion to ask Melanie to write the new policy as discussed by the board. Brandon seconds the motion. All in favor. Motion passes.

b. Modular Building

i. RPA Modular 24'x65' (presented by Dr. Marrone)

1. Melanie researched this option. Built in 1980 - no paperwork. No HUD tags. To move it would be \$27,500 which does not include the demo of existing foundation and concrete ramps. Needs a new roof and has some rot. Does not include the cost of disconnecting power, water, etc. Needs new flooring.
2. Board agrees not to move forward with this option

ii. Alternative Modular (presented by Dr. Marone)

1. Modular built in 2012-ish. To move that building and install is \$22,000 and the cost of the building is \$32,000. The same size, no bathrooms. Has all tags and labels. Not including excavating and ramps. Would have to trench a new line for power and internet.
2. Board discusses
3. Brandon asks about insurance
4. Cost would come from SRR Grant
5. Brandon asks about looking at other options. Melanie had researched - a new one was 200k. Used modulares are hard to find.
6. Board asks to have it inspected - like a home inspection
7. Brad makes a motion to contingent upon a good inspection we move forward with the purchase of a used modular from Bent Level Construction for \$52,000. Rob seconds. All in favor. Motion passes.

10. Announcements

I. Need more board members! Please spread the word.

11. Executive Session to conduct deliberations to negotiate real property transactions (ORS 192.660(2)(e))

12. Executive Session to conduct deliberations with persons designated to carry on labor negotiations. (ORS 192.660(2)(d))

- a. Brad makes a motion to allocate a \$2000 bonus to all staff to show the boards appreciation for sticking with MRA through the 2021/2022 school year. Emily seconds. All in favor. Motion approved

13. Next Meeting is scheduled for June 21st at 6:00pm in person. We will do an executive session (ORS 192.660(2)(d)) at 6:00pm and then a regular meeting at 6:30pm.

14. Adjournment of Public Meeting 9:50pm

Read and approved by the Board of Directors on _____ 2022,

Secretary, Emily Frack.

MOLALLA RIVER ACADEMY - FACILITIES LEASE

1. **PARTIES.** This Lease, dated July 1, 2022, is made between MOLALLA RIVER SCHOOL DISTRICT NO. 35, CLACKAMAS COUNTY, OREGON, ("Lessor") and MOLALLA RIVER ACADEMY CHARTER SCHOOL ("Lessee").

2. **PREMIS ES.** Lessor hereby leases to Lessee and Lessee leases from Lessor the buildings and grounds located at 16897 S Callahan Road Molalla, Oregon, known as Dickey Prairie School ("Premises").

Said Lease is subject to the terms, covenants, and conditions herein set forth, and the Lessee and Lessor covenant, as a material part of the consideration for this Lease, to keep and perform each and all of said terms, covenants, and conditions by it to be kept and performed, and that this Lease is made upon the condition of said performance.

3. **TERM.** The term of this Lease begins July 1, 2022 and ends June 30, 2027. This Lease is a successor lease to the prior lease dated July 1, 2017.
 - a) **Option to Renew.** As long as Lessee is not in default under this Lease, and so long as Lessee's charter from Lessor is still in effect, Lessor hereby grants Lessee one (1) option to extend the initial term of this Lease for an additional period of twelve (12) months (the "Option") on the same terms, covenants, and conditions of this Lease, except that the rent will be determined by the parties in accord with this Lease. Lessee will exercise such option, if at all, by giving Lessor written notice at least ninety (90) days prior written notice, in writing, to Lessor of Lessee's exercise of the option to extend the term.
 - b) **Purchase** As long as Lessee is not in default under this lease, and so long as Lessee's charter from Lessor is still in effect, Lessee may request to enter into negotiations to purchase the Premises during the terms of this lease.

4. **POSSESSION.** Lessee is already in possession of the Premises and accepts the Premises in their present condition and Lessee acknowledges that Lessee accepts the Premises in "AS IS, WHERE IS" and as suitable for Lessee's intended use, and without representation or warranty by Lessor as to the condition, use or occupancy that may be made thereof.

5. **RENT.** Lessee agrees to pay Lessor rental for the Premises in the sum of \$5,000 per year with an annual payments of \$5,000 beginning July 1, 2022. Payment may, at the option of Lessor, be deducted from Lessee's state school fund payment by Lessor for the month of July.

6. **LESSEE RESPONSIBILITIES.** Lessee assumes all responsibilities for maintaining, repairing, and upkeep of the Premises. This includes all mechanical, electrical, plumbing, and roofing components. Lessor and Lessee will agree to an assessment document that details the current condition of all portions of the Premises as of the commencement of this successor lease. The Lessee will report the amount expended each year for Major Capital Improvements and Major Repairs. For the purpose of this Lease, "Major Capital Improvement" means any restoration, replacement or new construction to the permanent building and/or fixtures that materially extends the useful life of the real property and is greater than \$25,000. "Major Capital Improvement" does not include any addition to any structure existing as of July 1, 2009, or any construction or siting of a new structure on the Premises after July 1, 2009. For the purpose of this lease, a "Major Repair" means any repair to the building or its system(s) that is estimated to cost more than \$5,000 and is not otherwise covered by fire and extended coverage insurance.
The expressed intent of the parties is that Lessee will spend at a minimum \$75,000 on Major Capital Repairs and Major Capital Improvements annually. Lessor reserves the right to request an increase in the Rent should Lessee fail to meet this obligation.
Lessee and Lessor also agree that the Lessor is not obligated other than as presented in Article 19, Reconstruction.

7. **USE.** Lessee shall use the Premises for elementary school purposes and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

Lessee shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause cancellation of any insurance policy covering said Building or any part thereof or any of its Contents. This prohibition on Lessee is not applicable if the rate of insurance increases because the value of the Building or its contents increased due to Lessee's modification and improvements. Lessee shall not use or allow the Premises to be used for any immoral, or unlawful purpose, nor shall Lessee cause, maintain, or permit any nuisance in, on, or about the Premises. Lessee shall not commit or suffer to be committed any waste in or upon the Premises. Lessee shall not cause or permit any hazardous substance to be brought upon, kept or used in or about the premises by Lessee, Lessee's agents, employees, contractors or invitees without the prior written consent of Lessor, which shall not be unreasonably withheld as long as Lessee demonstrates to Lessor's reasonable satisfaction that such hazardous substance is necessary or useful to Lessee's business, and will be used, kept and stored in a manner that complies with all laws regulating any such hazardous substance so brought upon or used or kept in or about the premises.

8. **COMPLIANCE WITH THE LAW.** Lessee shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance, or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessor warrants that the condition and use of the Premises by Lessor upon the effective date of this Lease complies with all laws, statutes, ordinances, or government rules or regulations in force. Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or

other similar bodies now or hereafter constituted, relating to or affecting the condition, use, or occupancy of the Premises. The forgoing requirement on Lessee, excludes structural changes not related to or affected by Lessee's improvements or acts and excludes any law, statute, ordinance or government rule or regulation applicable to Lessor but not specifically applicable to Lessee. The judgment of any court of competent jurisdiction or the admission of Lessee in any action against Lessee, whether Lessor be a party thereto or not, that Lessee has violated any law, statute, ordinance, or governmental rule, regulation, or requirement, shall be conclusive of that fact between the Lessor and Lessee.

9. **ALTERATIONS AND ADDITIONS.** Lessee shall not make or suffer to be made any permanent alterations, additions, or improvements to or of the Premises, or any Part thereof, without the express written consent of Lessor first had and obtained, which consent will not be unreasonably withheld; and any alterations, additions, or improvements to or of said Premises, including, but not limited to, wall covering (with the exception of paint), permanent paneling and built-in cabinet work, but excepting movable furniture, shelving and trade fixtures, shall on the expiration of the term become a part of the realty and belong to the Lessor and shall be surrendered with the Premises. Other items of personal property or equipment which may be added to or become part of the improvements of said Premises by Lessee may be removed by Lessee on the expiration of the term of this Lease, as long as Lessee repairs any physical injury to the Premises caused by such removal. If Lessor consents to the making of any permanent alterations, additions, or improvements to the Premises by Lessee, the same shall be made by Lessee at Lessee's sole cost and expense, and any contractor or person selected by Lessee will be licensed, bonded and insured and selected by Lessee based on qualifications to perform the job in a professional, workmanlike manner. Any improvements made to the premises by Lessee shall be deemed to become a part of the premises. Lessee shall not be entitled to any rental credit for the same, nor to make any claim against Lessor in connection with such improvements. Except as may be otherwise specifically stated in this Lease, the Lessee shall have no right to remove any improvements placed on the premises by either Lessor or Lessee during the term of the Lease. Lessee may remove trade

fixtures , but not plumbing or light fixtures, installed by Lessee, at the termination of the Lease, if such removal can be made without material damage to the Premises. Removal may not be made of any fixtures if the Lease is in default in any way. In the case of such default, the Lessor may retain the fixtures as security for unpaid rent and for damages for other breaches, if any. Removal shall not be considered to damage the premises if it leaves them in substantially the same condition as they were at the date of signing the Lease. In any instance where Lessee has the right to remove fixtures or other improvements and fails to do so within thirty (30) days after the expiration of this Lease or termination thereof, the fixtures and all other improvements remaining on the premises shall become the property of the Lessor.

10. **MAINTENANCE AND REPAIRS.** Lessee agrees to maintain the premises in good order and condition, reasonable wear and tear excepted. Lessor shall notify Lessee of conditions requiring repair or maintenance that become evident during any inspection or that are reported to Lessor by another person, agency or entity. If any repairs required of Lessee are not completed within an agreed upon amount of time by Lessee, the Lessor shall proceed to make such repairs and will invoice the Lessee. Lessee must pay any invoice presented within fifteen (15) business days. Lessee shall provide, at Lessee's own expense, all necessary janitorial services. Lessee will not commit any abuse or destruction on the premises. Lessee shall maintain the grounds and keep the grounds in a neat and orderly condition. This includes mowing, shrub bed maintenance and other routine grounds and property maintenance.

11. **ASSIGNMENT AND SUBLETTING** The Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate, or encumber the Premises, this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the employees, agents, servants, and invitees of Lessee excepted) to occupy or use the said Premises, or any portion thereof, without the express written consent of Lessor first had and obtained. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person.

12. **HOLD HARMLESS.** Lessee shall indemnify and defend Lessor from any claim, loss, or liability arising out of or related to any negligent activity of Lessee on the leased Premises or any condition of the leased premises in the possession or control of Lessee related to any negligent activity of Lessee.

Lessor shall indemnify, defend and hold harmless Lessee from any claim, loss or liability arising out of or related to any negligent activity of Lessor connected to Lessor's ownership of the Premises, actions or inaction as Lessor, or prior use of the Premises.

Lessor or its agents shall not be liable for any damage to property entrusted to employees of the Lessee, nor for loss or damage to any property by theft or otherwise, nor for any injury to or damage to persons or property resulting from fire, explosion, failing plaster, steam, gas, electricity, water, or rain which may leak from any part of the Building or from the pipes, appliances, or plumbing works therein or from the roof, street, or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Lessor, its agents, servants, or employees, or any breach of Lessor's duties as the Owner of the Premises. Lessor or its agents shall not be liable for interference with the light or other incorporeal hereditaments, or loss of business by Lessee unless caused by or due to the negligence of Lessor, its agents, servants, or employees, or any breach of Lessor's duties as the Owner of the Premises. Neither Lessor nor Lessee shall be liable to the other for any latent defect in the Premises. Lessee shall give prompt notice to Lessor in case of fire or accidents in or on the Premises or of defects therein or in the fixtures or equipment.

13. **SUBROGATION.** As long as their respective insurers so permit, Lessor and Lessee hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, and other property insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

14. **INSURANCE.** Lessee shall, at Lessee's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance in the amount of not less than \$3,000,000 insuring Lessor and Lessee against any liability arising out of the ownership, use, occupancy, or maintenance of the Premises and all areas appurtenant thereto. The limit of said insurance shall not, however, limit the liability of the Lessee hereunder. Lessee may carry said insurance under a blanket policy; providing, however, said insurance by Lessee shall have a Lessor's protective liability endorsement attached thereto. If Lessee shall fail to procure and maintain said insurance, Lessor may, but shall not be required to, procure and maintain same, but at the expense of Lessee. Lessee shall deliver to Lessor copies of policies of liability insurance that are effective as of the date of this Lease. No policy shall be cancelable or subject to reduction of coverage except after ten (10) days' prior written notice to Lessor. Lessee is solely responsible to provide property damage insurance for the contents of all buildings and for complete coverage for any modular or other structures placed or built on the property after July 1, 2009. Lessor shall provide property damage insurance for the building structure and permanent fixtures in place on July 1, 2009.
15. **SERVIC E AND UTILITIES.** Lessee shall pay all utility charges and service charges during the term of this Lease including but not limited to such charges as water, heat, electricity, garbage and the like, all at Lessee's own expense. All utility and service charges shall be paid prior to the same becoming delinquent.
16. **RULES AND REGULATIONS.** Lessee shall faithfully observe and comply with the rules and regulations that Lessor shall provide to Lessee prior to entering into this Lease. Lessor reserves the right from time to time to make reasonable modifications to said rules. The Lessor and Lessee shall work together on changes to regulations that apply to the property and buildings throughout this lease.
17. **HOLDING OVER.** If Lessee does not exercise the option to extend, or when the

extended terms have expired, and Lessee, with the express written consent of Lessor, remains in possession of the Premises, or any part thereof, after the expiration of the term hereof, such occupancy shall be a tenancy from month to month at a rental in the amount of the last yearly rate divided by twelve. (12), plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy.

18. **ENTRY BY LESSOR.** Lessor reserves and shall have the right to enter the Premises during normal business hours of Lessee, inspect the same, and supply any service to be provided by Lessor to Lessee hereunder. If Lessor intends to submit said Premises to prospective purchasers or tenants, to post notices of nonresponsibility, and to alter, improve, or repair the Premises and any portion of the Building of which the Premises are a part that Lessor may deem necessary or desirable, Lessor shall make such alterations, improvements or repairs during the period school is not in session and children are not present unless Lessor and Lessee agree in writing otherwise and will provide Lessee with at least twenty-four hours notice unless such notice is waived by Lessee. Without abatement of rent, Lessor may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be blocked thereby, and further providing that the business of the Lessee shall not be interfered with unreasonably. There shall be no abatement of rent and no liability of Lessor by reason of such entry under this paragraph unless Lessor's negligence or breach of any provision of this Lease materially interferes with Lessee's business, use, or quiet enjoyment of the premises. Lessee's business shall be considered materially interfered with if Lessee incurs additional costs due to Lessor's actions under this Article. For each of the aforesaid purposes, Lessor shall at all times have and retain a key with which to unlock all of the doors in, upon, and about the Premises. Lessor shall have the right to use any and all reasonable means which Lessor may deem proper to open said doors in an emergency, with the consent of Lessee obtained before entering, if possible, in order to obtain entry to the Premises without liability to Lessor, except for any failure to exercise due care for Lessee's property. Any entry to the Premises obtained by Lessor by any of said means, or

otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Lessee from the Premises or any portion thereof.

19. **RECONSTRUCTION.** If the Premises or the Building are damaged by fire or other perils covered by extended coverage insurance, Lessor agrees to forthwith repair the same after such damage and this Lease shall remain in full force and effect, except that Lessor may terminate this Lease if Lessor determines, after a public hearing and taking into account the impact on Lessee, that it would be uneconomical and not in the public interest to repair or rebuild. If the Premises or the Building are damaged by fire or other perils covered by extended coverage insurance, notwithstanding the Lessor's options, Lessee may terminate this Lease without penalty or breach of lease if the damage was not due to Lessee's fault, negligence or neglect, and the damage or repairs substantially interfere with the business carried on by the Lessee in the Premises. If Lessee remains on the premises, Lessee shall be entitled to a proportionate reduction of the rent while any repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall materially interfere with the business carried on by the Lessee in the Premises. If the damage is due to the fault or neglect of Lessee or its employees, there shall be no abatement of rent.

If the Premises or the Building of which the Premises are a part are damaged or destroyed as the result of any peril other than the perils covered by fire and extended coverage insurance, and such damage was not caused by Lessee's fault, negligence or neglect, notwithstanding the Lessor's options, Lessee may terminate this Lease without penalty or breach of lease if the damage or repairs substantially interferes with the business carried on by the Lessee in the Premises. Lessor shall have the option: (1) to repair or restore such damage or (2) after a public hearing and taking into account the impact on Lessee that it would not be economical and not in the public interest to repair or restore, then to give notice to Lessee at any time within 60 days after such damage terminating this Lease (the failure to repair such damage and

the failure to give notice within 60 days shall automatically terminate this Lease at the end of the 60-day period) as of the date specified in such notice, which date shall be no less than 30 days and no more than 60 days after the giving of such notice. This Lease shall expire and all interest of the Lessee in the Premises shall terminate on the date so specified in such notice, and the rent, reduced by a proportionate amount, based upon the extent, if any, to which such damage materially interfered with the business carried on by the Lessee in the Premises, shall be paid up to the date of such termination. Lessor shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any panels, decoration, office fixtures, railings, floor covering, partitions, or any other property installed in the Premises by Lessee, unless repairs or damages are covered by Lessor's extended coverage insurance policy.

Lessee shall not be entitled to any compensation or damages from Lessor for loss of the use of the whole or any part of the premises, or of Lessee's personal property, or for any inconvenience or annoyance occasioned by such damage, repair, reconstruction, or restoration, except losses or damages caused by the fault or neglect of Lessor or breach of its duties as the Owner of the Building. If Lessee terminates the lease under this Article, Lessor shall not be entitled to any compensation or damages from Lessee for loss of occupancy and rental incomes except losses or damages caused by the fault or neglect or negligence of Lessee or breach of its duties under this Lease.

20. DEFAULT.

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Lessee:

- a) The vacating or abandonment of the Premises by Lessee.
- b) The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder within ten days of the date the same is due, with the exception that if rent is withheld from state school fund payments by Lessor, then such late payment shall not result in

default.

- c) The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by the Lessee, other than described in Article 19b above, where such failure shall continue for a period of 30 days after written notice thereof; provided, however, that if the nature of Lessee's default is such that more than 30 days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.
- d) The making by Lessee of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); or the appointment of a trustee or a receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within ten (10) days; or the attachment, execution or other judicial seizure of substantially all of the Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within ten (10) days.
- e) If the Lessor shall fail to perform any of the covenants, conditions and provisions under this Lease, Lessee may deem Lessor to be in default under the Lease if such failure or occurrence is not remedied to Lessee's reasonable satisfaction within thirty (30) days after written notice of such failure or occurrence is delivered to Lessor provided, however, that if the nature of Lessor's default is such that more than 30 days are reasonably required for its cure, then Lessor shall not be deemed to be in default if Lessor commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.
- f) Provided that there is no other default under this Lease, the termination or

nonrenewal of the Charter Contract between Lessor and Lessee shall terminate this Lease, and neither party shall be considered to be in default and neither parties shall be granted remedies hereunder.

21. REMEDIES IN DEFAULT. In the event of any default or breach by Lessee, Lessor may at any time thereafter, upon notice and without limiting Lessor in the exercise of a right or remedy, which Lessor may have by reason of each default or breach:

- a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default, including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proved could be reasonably avoided; that portion of the leasing commission paid by Lessor and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the rate of nine percent (9%) per annum. In the event Lessee shall have abandoned the Premises, Lessor shall have the option of (a) taking possession of the Premises and recovering from Lessee the amount specified in this paragraph, or (b) proceeding under the provisions of the following Article 21b.
- b) Maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event, Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the

rent as it becomes due hereunder.

- c) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decision of the state in which the Premises are located.
- d) In the event of any default or breach by Lessor, Lessee may at any time thereafter, upon at least fifteen (15) days prior notice and an opportunity to cure, terminate this Lease. In such event Lessee shall be entitled to recover from Lessor all damages incurred by Lessee by reason of Lessor's default, including, but not limited to, the cost of relocating to another suitable premises for Lessee's business operations, losses due to interruption of Lessee's business operations, amounts paid by Lessee for the depreciated value of amounts paid by Lessee for improvements to the Premises, and any real estate commission actually paid. Unpaid sums shall bear interest from the date due at the rate of nine percent (9%) per annum.

22. EMINENT DOMAIN. If all or a portion of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, or if all access is taken, either party hereto shall have the right, at its option, to terminate this Lease, and Lessor shall be entitled to any and all income, rent, award, or any interest therein whatsoever which may be paid or made in connection with such public or quasi public use or purpose, and Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease. If only a portion of the Premises is taken, and neither party elects to terminate as herein provided, the rental thereafter to be paid may be equitably reduced. If any part of the Building that extends beyond the Premises may be so taken or appropriated, Lessor shall have the right, at its option, to terminate this Lease and shall be entitled to the entire award as above provided; and in the event Lessor does not exercise its option to terminate this Lease, Lessee shall have an option to terminate this Lease without further notice if the taking or appropriation of any part of the Building unreasonably interferes with Lessee's use of the Premises or Lessee's business.

23. STATEMENTS AND COOPERATION BY LESSEE. Lessee shall at any

time, and from time to time upon not less than ten (10) days' prior written notice from Lessor, execute, acknowledge, and deliver to Lessor a statement in writing, (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of the Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part. Lessee will cooperate with Lessor in providing other reasonable information to prospective purchasers or encumbrancers of the Premises. If a prospective purchaser or encumbrancer requests minor modification of this Lease, Lessee will not unreasonably refuse such modifications unless Lessee deems the modifications to be major or significant modifications affecting its rights, use of the premises, or Lessor's or Lessee's obligations under this Lease. In the event of a dispute between Lessor and Lessee under this provision, either party may, within 90 days of the occurrence of the dispute, request in writing that the matter be submitted to arbitration by a mutually acceptable arbitration according to the provisions of paragraph 27 of this Lease.

24. PARKING. Parking for Lessee's employees shall be restricted to the following described area: School Parking Lot. For occasional whole school events vehicles may also park on the grass field on the property.

25. AUTHORITY OF PARTIES.

- a) Corporate Authority. Lessee is a nonprofit corporation, and each individual executing this Lease on behalf of said corporation represents and warrants that he/she is duly authorized to execute and deliver this lease on behalf of said corporation, in accordance with a duly-adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon

said corporation in accordance with its terms.

26. GENERAL PROVISIONS.

- a) **PLATS AND RIDERS.** Clauses, plats, riders and exhibits, if any, signed by the Lessor and the Lessee and endorsed on or affixed to this Lease are a part hereof.
- b) **WAIVER.** The waiver by Lessor or Lessee of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same, or a waiver of any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of the Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of the acceptance of such rent.
- c) **NOTICES.** All notices and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing. All notices and demands by the Lessor to the Lessee shall be sent by United States mail, postage prepaid, addressed to the Lessee at Administrator Molalla River Academy, 16897 S. Callahan Rd., Molalla, OR 97038 or to such other person or place as Lessee may from time to time designate in a notice to the Lessor. All notices and demands by the Lessee to the Lessor shall be sent by United States Mail, postage prepaid, addressed to the Lessor c/o Business Manager, P.O. Box 188, Molalla, Oregon 97038, or to such other person or place as the Lessor may from time to time designate. Rent shall be sent to the address for notice.
- d) **JOINT OBLIGATION.** If there is more than one Lessee, the obligations hereunder imposed upon Lessees shall be joint and several.
- e) **HEADINGS.** The headings and Article titles to the Articles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

- f) TIME. Time is of the essence of this Lease in each and all of its provisions in which performance is a factor.
- g) SUCCESSORS AND ASSIGNS. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.
- h) RECORDATION. Neither Lessor nor Lessee shall record this Lease or a short form memorandum hereof without the prior written consent of the other party.
- i) QUIET POSSESSION. Upon Lessee paying the rent reserved hereunder and observing and performing all of the covenants, conditions, and provisions on Lessee's part to be observed and performed hereunder, Lessee shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.
- j) LATE CHARGES. Lessee hereby acknowledges that late payment by Lessee to Lessor of rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or of a sum due from Lessee shall not be received by Lessor or Lessor's designee within 10 days after written notice that said amount is past due, then Lessee shall pay to Lessor a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Lessor will incur by reason of the late payment by Lessee. Acceptance of such late charges by the Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.
- k) PRIOR AGREEMENTS This Lease contains all of the agreements of the

parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

- l) INABILITY TO PERFORM. This Lease and the obligations of the parties hereunder shall be suspended for any period in which either party is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, act of God, act of State or Federal Government or any other cause beyond the reasonable control of the parties. Due to the relationship of the Lessor and Lessee outside of this Lease as Sponsor and Charter School and the fact that Lessor could take action to affect and impair Lessee's ability to perform, the late payments of funding under the Charter Contract over which Lessor has control will not be considered as Lessee's inability to perform under this Lease.
- m) ATTORNEY FEES. If any action or proceeding is brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and expenses, including the fees of its attorneys in such action or proceeding in such amount as the court may adjudge reasonable as attorney's fees.
- n) SALE OF PREMISES BY LESSOR. If Lessor intends to sell the Premises, Lessor will offer Lessee right of first refusal and Lessee will accept or deny offer within ninety (90) days of such offer. In the event of any sale of the Premises, Lessor shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence, or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any

further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Lessor under this Lease.

- o) ATTORNNMENT. If Lessor shall sell the Premises, Lessee shall attorn to the purchaser upon any such sale and recognize such purchaser as the Lessor under this Lease. The provisions of this Article to the contrary notwithstanding, and so long as Lessee is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.
- p) NAME. Lessee shall not use the name of the Building for any purpose other than as an address of the business to be conducted by the Lessee in the Premises.
- q) SEPARABILITY. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.
- r) CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- s) CHOICE OF LAW. This Lease shall be governed by the laws of the State of Oregon.
- t) SIGNS. Lessee shall not place any sign upon the premises without Lessor's prior written consent, which shall not be unreasonably withheld. Lessee agrees not to affix any signs to the windows of the Premises if such signs are likely to damage the windows.
- u) MEDIATION AND ARBITRATION. Any disagreement between the parties with respect to the interpretation or application of this Lease, or the obligations of the Parties hereto, shall be initially brought to mediation before a mediator agreed upon by both parties. If such mediation is not successful in resolving the disagreement, the disagreement shall be determined by arbitration. Either party may request arbitration. Arbitration

shall be conducted under the rules of the Arbitration Service of Portland, Portland, Oregon.

- v) PROPERTY TAXES. The Building and its grounds are presently exempt from real property taxes. If by reason of Lessee's tenancy under the lease, the Building or any part thereof becomes subject to real property taxes, Lessee shall pay the same. Lessee acknowledges that Lessor may provide the Clackamas County Assessor with a copy of this lease.

It will be solely Lessee's responsibility to apply for a tax exemption or obtain a determination of the amount of tax Lessee may be required to pay because of this lease.

Molalla River School District, No. 35
Clackamas County
Lessor

Molalla River Academy
Lessee

Molalla River Academy

Balance Sheet

As of June 20, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
101 Columbia Bank-9629	763,569.54
102 Petty Cash	166.35
102-1 Petty cash - event cash boxes	129.00
102-2 PCT Petty Cash	700.00
Total 102 Petty Cash	995.35
103 MRA - School Improvement Group	-180.98
108 PayPal	-5,159.34
109 US Bank	251,535.37
110 OnPoint Community Credit Union	251,236.40
Total Bank Accounts	\$1,261,996.34
Accounts Receivable	
11001 Accounts Receivable	34,239.05
Total Accounts Receivable	\$34,239.05
Other Current Assets	
12000 Undeposited Funds	3,106.31
12002 PERS EIF	63,063.72
12003 Employee Draws	130.90
12004 Due From	0.00
12300 Allowance for doubtful accounts	-25,314.10
12800 Employee Advances	0.00
13000* Prepaid Expenses	865.56
13001 Refundable deposits	0.00
Total Other Current Assets	\$41,852.39
Total Current Assets	\$1,338,087.78
Fixed Assets	
13004 Office Equipment	9,779.99
13011 Computer Equipment	21,003.34
13012 Textbooks and Library Books	0.00
13050 Accumulated Depreciation	-117,862.29
15000* Furniture and Equipment	42,333.41
15100* Buildings - Operating	216,330.34
Total Fixed Assets	\$171,584.79
Other Assets	
13003 Pre-Paid Assets	18,232.88
15900 Leasehold Improvements	0.00
Total Other Assets	\$18,232.88
TOTAL ASSETS	\$1,527,905.45

Molalla River Academy

Balance Sheet

As of June 20, 2022

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
14001 Accounts Payable	-257.43
Total Accounts Payable	\$ -257.43
Credit Cards	
15003 US Bank CC - 2300	0.00
15004 Commerce Bank Charity Charge CC	-9,100.26
Total Credit Cards	\$ -9,100.26
Other Current Liabilities	
16001 Direct Deposit Liabilities	0.00
16002 Payroll Liabilities	28,967.16
16003 State and Local Taxes	0.00
16005 Salaries	155.20
16006 Soc Sec & Medicare	0.00
16021 Garnishments	0.00
16023 Health Insurance	3,846.35
16024 Life Insurance	811.99
16025 PERS Payments	-6,060.63
16028 MRA student fees	0.00
16030 Child Support & Medical Coverag	0.00
Total 16002 Payroll Liabilities	27,720.07
16031 Pass thru funds	0.00
16040 Garden Seeds of Change 2015	0.00
Total Other Current Liabilities	\$27,720.07
Total Current Liabilities	\$18,362.38
Long-Term Liabilities	
17001 Other Liabilities	
17002 Note Payable - Columbia Bank	0.00
Total 17001 Other Liabilities	0.00
17255 SCRIP - Gift Cards	3,659.01
Total Long-Term Liabilities	\$3,659.01
Total Liabilities	\$22,021.39
Equity	
18004 Unrestricted Net Assets	1,208,151.11
18008 Reserves	93,497.27
18015 Facility Fund	63,900.10
18020 Playground Fund	14,416.83

Molalla River Academy

Balance Sheet

As of June 20, 2022

	TOTAL
Net Income	125,918.75
Total Equity	\$1,505,884.06
TOTAL LIABILITIES AND EQUITY	\$1,527,905.45

Molalla River Academy

Profit and Loss

July 1, 2021 - June 20, 2022

	TOTAL
Income	
40000 Revenue from Local Sources	
40100 State School Funding from MRSD	1,441,928.16
40200 Program Income	
40210 Activity Fee	36,110.45
40220 Student Supply Fee/Parent Money	8,073.73
40265 Library Fees	412.00
40270 Before/After Care	15,741.85
40275 Music- Lost items	5.00
40280 Field Trip Fees	285.00
Total 40200 Program Income	60,628.03
40400 Fundraising Activities	
40410 PCT (Parent Cultivation Team) Income	
40460 PCT Jog-A-Thon Income	16,699.35
40461 PCT Wreath Income	5,287.84
40463 PCT Plant Sale Income	5,507.25
40464 Sunshine Fund Income	90.00
Total 40410 PCT (Parent Cultivation Team) Income	27,584.44
40420 Auction	65.00
40430 Other Fundraising	965.00
40450 Program Fundrasing	
40452 Leadership/Roots Fundraiser	122.95
40453 PE Fundraiser	750.00
40454 Library Fundraisers	1,527.81
40457 Garden Fundraisers	-28.69
40458 Technology Fundraiser - Holiday	1,101.00
Total 40450 Program Fundrasing	3,473.07
Total 40400 Fundraising Activities	32,087.51
Total 40000 Revenue from Local Sources	1,534,643.70
40500 Private Sources - Direct	
62800 PALMER Expenses	-94.87
Total 40500 Private Sources - Direct	-94.87
40600 Grants	
40620 Federal Sources	
40622 ESSER COVID Grant	7,152.30
40623 SIA Grant Income	56,428.55
40624 ESSER II COVID Grant	64,257.89
40625 ESSERS III Grant Income	14,879.68
40626 ESSERS Summer Programming - \$39,461	37,681.90
40627 NSLP Equipment Grant - \$3,162	3,162.00

Molalla River Academy

Profit and Loss

July 1, 2021 - June 20, 2022

	TOTAL
Total 40620 Federal Sources	183,562.32
Total 40600 Grants	183,562.32
40700 Other Types of Income	
40720 Miscellaneous Revenue	1,111.21
40730 Interest Earned	63.16
Total 40700 Other Types of Income	1,174.37
Services	-748.74
Uncategorized Income	60,562.75
Total Income	\$1,779,099.53
GROSS PROFIT	\$1,779,099.53
Expenses	
50000 Instruction	
51000 Payroll Expenses	
51100 Regular Salaries	
51110 Licensed Salaries	421,380.44
51115 Classified Salaries	99,253.72
51125 PE	42,459.01
51130 Music	43,758.50
51140 Administrators	89,184.87
51145 Support Staff - Classified	39,639.30
51150 Custodial/Maintenance	14,099.98
Total 51100 Regular Salaries	749,775.82
51200 Nonpermanent Salaries	
51210 Substitutes - Licensed	19,008.15
Total 51200 Nonpermanent Salaries	19,008.15
51300 Stipend	
51310 Leadership/Leaderfit	7,596.18
51315 Mentor	150.00
Total 51300 Stipend	7,746.18
52000 Associated Payroll Costs	
52100 PERS	250,536.96
52200 Social Security & Medicare	68,354.74
52300 WBF	476.67
52500 Other Required Payroll Costs	
52510 Workers' Compensation	5,100.50
52520 Unemployment Compensation	12,280.88
Total 52500 Other Required Payroll Costs	17,381.38
52600 Contractual Employee Benefits	67,489.17
Total 52000 Associated Payroll Costs	404,238.92
Total 51000 Payroll Expenses	1,180,769.07

Molalla River Academy

Profit and Loss

July 1, 2021 - June 20, 2022

	TOTAL
53000 Supplies and Materials	80.30
53100 Furniture & Equipment	7,309.79
Total 53000 Supplies and Materials	7,390.09
54000 Consumable Supplies & Materials	
54210 Janitorial Supplies	6,534.30
54220 Office Supplies	1,757.36
54230 Parent Money	1,933.98
54240 Classrooms	9,332.77
54260 Science Supplies	272.69
54265 Textbooks/Curriculum	896.38
Total 54000 Consumable Supplies & Materials	20,727.48
55000 Library	895.63
55320 Subscriptions	19.99
55330 Library - Other	-7.08
Total 55000 Library	908.54
56000 Supplies & Materials	
56100 Food, coffee, teacher work day	1,477.24
56200 Lunch Program	18,452.92
56300 Computer Software	636.70
56400 Computer Hardware	960.11
56500 Office Equipment	1,484.24
Total 56000 Supplies & Materials	23,011.21
57000 Special Programs	
57100 Garden Expense	914.31
57200 Leadership	76.81
57300 Fundraising Expense	8,080.58
57310 PCT Jog-A-Thon Expenses	17,413.78
57320 PCT Wreath Expenses	2,583.53
57340 PCT Plant Expenses	3,750.60
Total 57300 Fundraising Expense	31,828.49
57400 LeaderFit	206.41
57500 Before/After Care Program	529.29
57700 Events	634.03
57800 Outdoor School	10,444.78
57900 Misc Special Programs/Music	200.00
Total 57000 Special Programs	44,834.12
58000 Field Trips	600.00
Total 50000 Instruction	1,278,240.51

Molalla River Academy

Profit and Loss

July 1, 2021 - June 20, 2022

	TOTAL
60000 Support Services	
60020 First Aide & CPR Training	150.00
60040 Instructional Staff Development	639.00
60050 Contractual Staff Development	8,346.54
60055 PD Money Rollover	1,030.00
Total 60050 Contractual Staff Development	9,376.54
60060 Administrative Staff Developmen	185.00
60065 Recruitment and Placement Svcs	1,891.33
60080 Fingerprinting & Safe Schools	4,082.00
60090 Bank Misc Fees	696.67
60100 Paypal Fee	78.00
60110 Payroll Fees	9,358.94
60120 Auditing Services	15,525.00
60130 Risk Management Services	13,991.71
60150 Interest Expense	50.24
60160 Grounds Services	4,103.81
60170 Repairs and Maintenance	12,523.74
60190 Security & Safety	2,460.68
60210 Fire & Security System Monitor	329.45
60215 Modular Upkeep	2,658.00
60220 Equip Rental & Maintenance	-405.18
60230 Electricity	28,960.08
60240 Fuel	230.75
60250 Garbage	3,839.11
60260 Telephone, Telecommunications	7,470.17
60270 Postage, Mailing Service	602.51
60290 Printing and Binding	8,995.79
60310 Legal Fees	5,800.00
60330 Water Quality testing	200.00
60350 Memberships and Dues	2,888.02
60360 Taxes and Licenses	50.00
62080 Advertising Expenses	1,442.63
Total 60000 Support Services	138,173.99
60370 Bookkeeping Services	10,487.50
60900 Business Expenses	70.00
62000 Facility Fund Expense	7,288.66
69800 Uncategorized Expenses	1,047.39
Uncategorized Expense	-108.00
Total Expenses	\$1,435,200.05
NET OPERATING INCOME	\$343,899.48

Molalla River Academy

Profit and Loss

July 1, 2021 - June 20, 2022

	TOTAL
Other Expenses	
70000 Grant Expenses	
62820 ESSER I COVID Expense	261.19
62830 SIA Grant Expense	87,013.54
62840 ESSER II COVID Grant Expenses	66,282.85
62850 ESSERS III Grant Expenses	42,262.35
62860 ESSERS Summer Programming Expenses	22,160.80
Total 70000 Grant Expenses	217,980.73
Total Other Expenses	\$217,980.73
NET OTHER INCOME	\$ -217,980.73
NET INCOME	\$125,918.75

Final Draft 5/27/22		Adopted 2021-22	Proposed FY 2022-23 Budget	Proposed FY 2022-23 Budget (if full enrollment)	Notes	Curriculum Needs:	Add'l Expenses
			216 @\$9344	225 @\$9344			
40000 Revenue from Local Sources						Great Body Shop K-8	Equipping classrooms for emergency
40100 State School Funding from MRSD		\$1,882,100.00	\$2,018,304.00	\$2,102,400.00		Social Studies/Science 6-8 (Pilot)	--New panic bar handles
						New UOS K-5?	--Blinds/screens
						Spanish Elective	--Emergency kits
	40200 Program Income						
	40205 - Doubtful Accounts	-\$10,000.00					
	40210 - Activity Fee	\$48,400.00	\$54,000.00	\$56,250.00	Board approved raise to \$250	School Safety	
	40220 - Student Supply Fee/Parent Money	\$9,900.00	\$11,880.00	\$12,375.00	Board approved raise to \$55	Add Lock Bloks to all Doors	600
	40230 - Lunch program					Blinds/covers for all windows	5000
	40240 - Da Vinci Workshop (tuition)		\$5,000.00	\$5,000.00		Emergency Kits	3000
	40250 - After School Class - Other						25700
	40260 - Library Fees	\$100.00	\$100.00	\$100.00			
	40270- Before/After Care		\$2,000.00	\$2,000.00			
	40280- Field Trip Fees	\$1,500.00					
	40290 - Outdoor School Fees	\$3,750.00	\$16,000.00	\$16,000.00	Local ODS Reimbursement Grant)		
	Total 40200 - Program Income	\$1,935,750.00	\$2,107,284.00	\$2,194,125.00			
	40400 Fundraising Activities						
	40410 PCT (Parent Cultivation Team) Income	\$8,400.00	\$10,000.00	\$10,000.00			
	40460 PCT Jog-A-Thon Income		\$15,000.00	\$15,000.00			
	40461 PCT Wreath Income		\$10,000.00	\$10,000.00			
	40463 PCT Plant Sale Income		\$10,000.00	\$10,000.00			
	Total 40410 PCT (Parent Cultivation Team) Income	\$8,400.00	\$45,000.00	\$45,000.00			
	40450 Other Program Fundraising						
	40451 - LeaderFit Fundraisers	\$500.00	\$1,500.00	\$1,500.00			
	40452 - Leadership/Roots		\$500.00	\$500.00			
	40453 - PE Fundraiser						
	40454 - Library Fundraisers	\$1,500.00	\$1,500.00	\$1,500.00			
	40455 - Music Fundraisers	\$300.00					
	40457 - Garden Fundraisers/Roll Over - for classes	\$3,000.00	\$2,000.00	\$2,000.00			
	40458 - Technology Fundraisers - Holiday	\$2,500.00					
	40459 - Playground Fundraiser						
	Need code-Student Store Fundraiser		\$2,000.00	\$2,000.00			
	Total 40450 Other Program Fundraising		\$7,500.00	\$5,500.00			
	Total 40400 - Fundraising Activities	\$16,200.00	\$52,500.00	\$52,500.00			
	Total 40000 Revenue from Local Sources	\$1,951,950.00	\$2,159,784.00	\$2,246,625.00			
	40500 Private Sources - Direct						
	40515 Individ, Business Contributions	\$1,000.00	\$1,000.00	\$1,000.00			
	Total 40500 Private Sources - Direct	\$1,000.00	\$1,000.00	\$1,000.00			
	40600 Grants						
	40610 - Local Sources						
	40612 - Local Grants - Rest. - Garden						
	40613 - Local Grants - Rest. - Tech/Other						
	Need code Education Retention Grant		\$21,239.00	\$21,239.00			
	Need code PEEK Grant		\$26,078.58	\$26,078.58			
	Need code Menstrual W/ Dignity Grant		\$897.00	\$897.00			
	Total 40610 Local Sources		\$48,214.58	\$48,214.58			
	40620 Federal Sources						
	40615 - Local Grants- Rest. - Palmer/ COVID	\$8,461.00	N/A	N/A			
	40620 - ESSER II	\$62,993.00	N/A	N/A			
	40623 - SIA Grant	\$130,013.00	\$170,436.00	\$170,436.00	(\$50k rollover and \$120,436k add'l grant)		
	40624 - ESSER III	\$248,770.00	\$200,000.00	\$200,000.00	(carry over from 21-22)		
	40625 - ESSER Summer Programming	\$39,461.00	N/A	N/A			
	40626 - NSLP Equipment Grant	\$3,162.00	N/A	N/A			

Total 40620 Federal Sources			\$370,436.00	\$370,436.00	
Total 40600 Grants		\$492,860.00	\$418,650.58	\$418,650.58	
40700 Other Types of Income					
40710 - Cash Over/Short					
40730 - Interest Earned		\$1,000.00	\$1,000.00	\$1,000.00	
40720 - Misc. revenue		\$0.00			
Total 40700 Other Types of Income			\$1,000.00	\$1,000.00	
Total Income All Sources		\$2,445,810.00	\$2,579,434.58	\$2,666,275.58	
Expenses					
50000 Instruction					
51000 - Regular Salaries					
51110 - Licensed Salaries (Includes new science)		\$450,177.67	\$542,353.00	\$542,353.00	
51115 - Classified Salaries		\$119,221.67	\$118,512.00	\$118,512.00	(Removes 2 associates pd by ESSER grants)
Need Code - Garden/Library/Intervention					New FTE pd. by SIA
51125 - PE		\$48,392.60	\$57,112.00	\$57,112.00	
51130 - Music		\$53,943.52	\$61,289.00	\$61,289.00	
51135 - Counseling Services		\$39,416.00			Pd by SIA grant
00000-Curriculum Specialist					SIA/Ed Retention
51140 - Administrators		\$150,475.43	\$187,263.00	\$187,263.00	
51145 - Support Staff - Office		\$53,800.00	\$38,896.00	\$38,896.00	
51146 - Support Staff-Health Screener		\$24,191.00			Moved to associate position
51150- Custodial/Maintenance		\$23,800.00	\$41,832.00	\$41,832.00	.5 of head paid by ESSER grant
Total 51100 - Regular Salaries		\$939,226.89	\$1,047,257.00	\$1,047,257.00	
51200 - Nonpermanent Salaries					
51210 - Substitutes - Licensed		\$16,000.00	\$16,000.00	\$16,000.00	
51215 - Substitutes - Classified		\$3,360.00	\$3,360.00	\$3,360.00	
Total 50200 - Nonpermanent Salaries		\$19,360.00	\$19,360.00	\$19,360.00	
51300 - Stipend					
51310 - Leadership Roots/Leaderfit		\$1,600.00	\$2,000.00	\$2,000.00	
51312 - After School Classes			\$5,000.00	\$5,000.00	
51315 - New Teacher Mentor		\$2,000.00			Pd. w/ Ed Retention Grant
Need Code Integrated Arts Coordinator			\$5,000.00	\$5,000.00	
Total 51300 - Stipend		\$2,000.00	\$12,000.00	\$12,000.00	
Total Salaries		\$960,586.89	\$1,078,617.00	\$1,078,617.00	
52000 - Associated Payroll Costs					
52110 - PERS					
52111 - Employer Cont. Tier I - Tier II		\$29,480.00	\$30,767.00	\$30,767.00	new rate .2275 Tier II
52113 - Pension UAL Contribution		\$234,619.00	\$213,456.00	\$213,456.00	new rate .2586 UAL
Total 52110 - PERS		\$264,099.00	\$244,223.00	\$244,223.00	
52200 - Social Security & Medicare					
52300 - WBF		\$82,555.00	\$83,636.00	\$83,636.00	
52500 - Other Required Payroll Costs					
52510 - Workers' Compensation		\$5,253.57	\$5,253.57	\$5,253.57	
52520 - Unemployment Compensation		\$14,976.00	\$13,104.00	\$13,104.00	
52600 - Contractual Employee Benefits		\$75,000.00	\$80,000.00	\$80,000.00	
Need Code - Classified PTO/Sick Leave			\$6,655.00	\$6,655.00	
Need Code - Licensed PTO/Sick Leave			\$26,235.00	\$26,235.00	
Total Contractual Benefits		\$177,784.57	\$214,883.57	\$214,883.57	
Total 52000 - Associated Payroll Costs		\$441,883.57	\$459,106.57	\$459,106.57	

Total 51000 payroll costs			\$1,402,470.46	\$1,537,723.57	\$1,537,723.57	
53000- Supplies and Materials						
	53100 - Furniture & Equipment			\$10,000.00	\$10,000.00	
	Total 53100 - Supplies and Materials			\$10,000.00	\$10,000.00	
	54000 - Consumable Supplies & Materials					
	54210 - Janitorial Supplies	\$6,000.00	\$5,000.00	\$5,000.00		
	54220 - Office Supplies	\$3,500.00	\$2,000.00	\$2,000.00		
	54230 - Parent Money	\$7,808.00	\$7,000.00	\$7,000.00	(\$500 x 14 classrooms)	
	54240 - Classrooms	\$9,580.00	\$9,800.00	\$9,800.00	(\$700 x 14 classrooms)	
	Add Electives		\$15,000.00	\$15,000.00	\$1000 per elective class for startup plus cost of Spanish Online classes	
	54250 - Art Supplies	\$300.00	\$1,500.00	\$1,500.00	(Includes supplies for building integrated arts block)	
	54260 - Science Supplies	\$0.00	\$300.00	\$300.00		
	54265 - Textbooks/Curriculum	\$0.00	\$15,000.00	\$15,000.00		
	Need code--Student Store		\$10,000.00	\$10,000.00	(include initial start up inventory and allowance for family hardship)	
	Total 54000 - Consumable Supplies & Materials	\$27,188.00	\$75,600.00	\$75,600.00		
	55000 - Library					
	55310 - Books	\$800.00	\$900.00	\$900.00		
	55320 - Subscriptions	\$250.00	\$6,000.00	\$6,000.00	(Happy Numbers, Go Guardian \$1500, Bloomz \$1350, Cricut \$120, Photoshop/Illustrator \$240, Zoom/Google \$350/We Video \$1100, Alexandra \$800)	
	55330 - Library - Supplies		\$400.00	\$400.00		
	Total 55000- Library	\$1,050.00	\$7,300.00	\$7,300.00		
	56000 - Supplies & Materials					
	56100 - Food, coffee, teacher work day	\$1,500.00	\$2,000.00	\$2,000.00		
	56200 - Lunch Program	\$1,200.00	\$500.00	\$500.00		
	56300 - Computer Software	\$6,600.00	\$1,000.00	\$1,000.00		
	56400 - Computer Hardware	\$1,000.00	\$3,000.00	\$3,000.00	Chromebooks for added teachers/replacement for Mahr	
	56500 - Office Equipment /Technology		\$1,000.00	\$1,000.00		
	Total 56000 - Supplies and Materials	\$10,300.00	\$6,500.00	\$6,500.00		
	Total Supplies and Materials - Regular Programs	\$38,538.00	\$89,400.00	\$89,400.00		
57000 - Special Programs						
	57100 - Garden & Trail Class	\$500.00	\$1,000.00	\$1,000.00		
	57200 - Leadership	\$500.00	\$300.00	\$300.00		
	57250 - OBOB	\$700.00	\$500.00	\$500.00		
	57400 - LeaderFit	\$400.00	\$300.00	\$300.00		
	57500 - Before/After Care and Classes		\$400.00	\$400.00		
	57700 - Events (Roots, Earth Day, Promotion)	\$1,500.00	\$1,000.00	\$1,000.00		
	57800 - Outdoor School	\$3,750.00	\$16,000.00	\$16,000.00		
	57900 - Misc. Special Programs/Music		\$500.00	\$500.00		
	Total 57000 - Special Programs	\$7,350.00	\$20,000.00	\$20,000.00		
	57300- Fundraising Expense					
	57.... PCT Fundraising Expense	\$8,400.00	\$10,000.00	\$10,000.00		
	57310 PCT Jog-A-Thon Expenses		\$15,000.00	\$15,000.00		
	57320 PCT Wreath Expenses		\$10,000.00	\$10,000.00		
	57... PCT Plant Sale Expenses		\$10,000.00	\$10,000.00		
	Total 57300 Fundraising Expense	\$8,400.00	\$45,000.00	\$45,000.00		
	58000- Field Trip					
	58000 - Field Trip Expense		\$1,000.00	\$1,000.00		
	Total Supplies & Materials - Special Programs	\$54,288.00	\$66,000.00	\$66,000.00		
50000 - Total Instruction			\$92,826.00	\$155,400.00	\$155,400.00	
60000 Supportive Services						
	60010- Health and Medical Supplies	\$500.00	\$500.00	\$500.00		
	60020 - First Aid & CPR Training	\$500.00	\$200.00	\$200.00		
	60030 - Accreditation fees		\$1,500.00	\$1,500.00		
	60040 - Instructional Staff Development	\$1,500.00	\$1,000.00	\$1,000.00		

40614-Educatio Retention Grant Income	\$21,239.00	Estimated Cost	Balance	Category
Zones of Regulation PD		\$2,000.00	\$19,239.00	In-service training
Mentor Teacher x3		\$6,000.00	\$13,239.00	New staff support
Retention of curriculum specialist		\$13,239.00	\$0.00	Workforce shortage

Elective Start Up Expenses		Notes			
	Year One				
	T1	T2			
Takano	Beg Percussion 7		\$1,000.00		
		Drumline on stage 7			
Luke	Adv. Guitar Ensemble 6	Rock Band in Gym 4	\$1,000.00		
	Intro to Piano 6	Beginning Guitar 4			
Blythe	Beg. Marimba 7	Rock Band Choir 4	\$1,000.00		
	Mixed Choir 8	Marimba Ensemble 7			
Quinlan	JMG 1 6	Farmer's Market - 6	\$1,000.00		
	Everyday Leadership/SC - 6	Everyday Leadership/SC - 6			
Mahr	LEGO Robotics 4	Arduino Advanced Coding 4	\$1,000.00		
	Photography 4	Yearbook 6			
Hood	Art Exploration 6	Art Exploration 6	\$1,000.00		
	Drawing 6	Drawing 6			
Harnish	Net Sports 17	Pilates/Yoga on Stage 17	\$1,000.00		
	PE Elective 17	PE Elective 17			
Poff	Spanish I 6	Spanish I	\$4,100.00	for year long Spanish 1 2x per week	
	Intro to Drama 8	Drama - 8	\$1,000.00		
	Total Elective Start Up Costs		\$12,100.00		

MRA UNIFORM POLICY

A core value of MRA is fostering a sense of community. We believe our school uniform supports our sense of community. Students can feel a sense of pride while wearing their MRA uniform and know that they belong to a group of caring students and staff.

Students are expected to arrive each day dressed in their uniform. Any exceptions to the MRA uniform requirements will be determined on a case-by-case basis by the Executive Director for specific events, dates or activities.

Students arriving at school inappropriately dressed may receive a referral and will be asked to change their clothing, either by putting on clothing they have available or that's available in our uniform closet, or having a parent come and exchange what they are wearing. If an item is loaned to a student, it should be washed and returned to the school. **If, after three times, an item is not returned, a charge will be added to your student account.**

Uniform tops are available, at cost, through [the MRA online store](#).

Uniforms-Please label all articles of clothing with your child's name.

On June 21, 2022 the MRA Board of Directors adopted a uniform policy requiring that all tops have the MRA logo and that they be purchased through the school. In recognition of the financial impact this has for families, a "slow rollout" of this policy will be implemented for the 2022-2023 school year:

Beginning in September, 2022

- **Incoming Trillium students will purchase new uniform tops from the school;** a link to our school store is available [here](#).
Tops: Red, Navy, or White polo, t-shirt, long-sleeve shirt/sweatshirt with MRA logo
- Bottoms may be purchased anywhere but must meet guidelines below
Bottoms: Pants, shorts, or skirts in solid black, navy or khaki
Leggings may only be worn under shorts/skirts and must be **solid black, navy or white**.
No athletic pants (yoga pants/sweat pants), jeans, or clothing with holes/rips

Grades 1st-8th will have until January 2023 to follow new uniform guidelines, including purchasing tops with the MRA logo. If you are purchasing school clothes anyway, you may want to order the new shirts now.

September, 2022–December, 2022

Until January, 2023 students in grades 1st-8th will have the following uniform guidelines:

Tops: Red, Navy, or White polo shirts, t-shirts, long-sleeve shirt/sweatshirts w/ no logos OR the MRA logo

Bottoms: Solid Khaki, Black or Navy Pants, shorts, or skirts

Shorts and skirts must reach fingertips when students hands are at their side.

Leggings may only be worn under shorts/skirts and must be solid black, navy or white.

No athletic pants (yoga pants/sweat pants), jeans, or clothing with holes/rips.

Beginning in January, 2023 all tops must be purchased through MRA and have the MRA logo

For ALL students beginning September, 2022

- No hats are allowed
- Shoes: Please wear safe shoes, no heelies or high heels. **All students must have appropriate tennis shoes for PE days.**
- Rubber boots are required for outdoor learning
- Outerwear: Any jacket is acceptable, as long as it complies with the general guidelines in the first paragraph above. Outside jackets and non-uniform sweatshirts or sweaters will not be allowed to be worn in the classroom.
- Accessories: Included but not limited to headwear, scarves, jewelry and other accessories are permitted unless it is deemed as a distraction by the staff.
- If masks are mandated again:
 - They must contain no words except the MRA logo,
 - They must not promote violence, obscenity, or drugs/alcohol,
 - They must fit snugly over mouth and nose, along the side of the face, under the chin with no gaps,
 - Gaiters, if worn, must be doubled.