

AGREEMENT OF AFFILIATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS PACIFIC RIM EDUCATIONAL FOUNDATION, INC. (PREFI) a corporation duly organized and existing under Philippine laws with address at MJS Avenue, Levitown Executive Village, Barangay Don Bosco, Parañaque City, has created the position of Associate Member, which shall be open to all schools using the School of Tomorrow® system;

WHEREAS the undersigned schools using the School of Tomorrow® system acknowledge the need for a collective stand and concerted effort in issues involving the education of our children in accordance with Biblical precepts;

WHEREAS the undersigned schools using the School of Tomorrow® system further acknowledge the need for a consistent representation to the Department of Education in relation to compliance with all regulatory measures;

WHEREAS the undersigned schools using the School of Tomorrow® system acknowledge the need for a customary venue for mutual aid and support, as well as dispute resolution;

NOW, THEREFORE, in consideration of the above premises, the undersigned schools hereby agree to become Associate Members of Pacific Rim Educational Foundation, Inc. under the following terms and conditions:

1. The Position of Associate Member is understood to be open to the school, who shall designate its representative in writing, and who retains the right to change its representative at any time, provided timely notice is given to PREFI of the change in representative, and provided further that any representative designated, whether originally or in substitution, shall be deemed to be clothed with full power and authority to act on behalf of the school.
2. The Position of Associate Member, and any representative of the Associate Member, calls for a belief in
 - a. The plenary, verbal inspiration of the Bible, equally and in all parts and without error;
 - i. The one God, eternally existent Father, Son, and Holy Spirit, Who created man by a direct, immediate act;
 - ii. The pre-existence, incarnation, virgin birth, sinless life, miracles, substitutionary death, bodily resurrection, ascension to Heaven, and second coming of the Lord Jesus Christ;
 - b. The fall of man, the need for regeneration by the operation of the Holy Spirit through personal faith in Jesus Christ as Savior on the basis of grace alone, and the resurrection of every person to either eternal life or eternal damnation;

- c. The spiritual relationship of all believers in the Lord Jesus Christ, living a life of righteous works, separated from the world, witnessing of His saving grace through the ministry of the Holy Spirit;
 - d. The Biblical mandate of the Great Commandment and the Great Commission for all Believers to proclaim the Gospel and to disciple all nations.
3. The Position of Associate Member is understood to be non-voting and non-participatory in the management and affairs of the foundation, and does not entitle the member access to the records of the foundation.
4. All Associate Members agree to implement all the procedures and standards of the School of Tomorrow® system, and warrant that they will comply with the following obligations:
 - a. Abide with the SOT®P Agreement and Contract with schools
 - b. Attendance in ALL required training:
 - i. Pastors and Administrators Training Seminar (PATS)
 - ii. Annual Summer Staff Training (Christian Educators' Training)
 - iii. Annual Educators' Convention
 - c. Basic Staff Spiritual and Educational Qualification – BORN AGAIN
 - d. Use of Learning Center Furniture
 - i. Student Offices with DIVIDERS
 - ii. Scoring Station
 - iii. Use of flaglets
 - e. Use of complete SOT Core Curriculum
 - i. Including READMASTER PLUS
 - ii. Literature & Creative Writing
 - f. Strictly follows the SOT Procedures
 - i. Proper Diagnosis and Prescription
 - ii. Trail of PACE
 - iii. Testing Procedures
 - iv. Use of Forms – Goal Check Report, Goal Chart, SPC, Progress Chart, Congratulations! Slip
5. PREFI, on the other hand, agrees to:
 - a. Assist any Associate Member in its application for a permit/recognition with the Department of Education;
 - b. Make the necessary presentation to the Department of Education in relation to any issue relating to the School of Tomorrow system;
 - c. Lobby with the appropriate government agencies with regard to any and all issues affecting Associate Members, including but not limited to engaging in securing partnerships with public or private sector education stakeholders;
 - d. Provide technical support to school improvement issues;
 - e. Provide the following benefits: (i) discounted price for certain curriculum materials; (ii) priority over non-PREFI ASSOCIATE MEMBER in terms of SOT®P services like ordering, information and school visits; (iii) preferential rates for SOT®P's trainings, seminars, and conferences.

6. Arbitration

- a. Arbitration is a procedure in which a dispute is submitted, by agreement of the parties, to one or more arbitrators who make a binding decision on the dispute. In choosing arbitration, the parties opt for a private dispute resolution procedure instead of going to court.
- b. What disputes can be subject to arbitration? All disputes, differences and controversies between associate member schools that cannot be resolved through mediation by the Field Representatives and School Services Department.
- c. How is arbitration initiated?

The first step to Arbitration is the filing of a notice of Arbitration by the School Services Department to the parties concerned as the initial mediation efforts failed to resolve the dispute, differences, or controversy.

The parties, as Christians, believing that lawsuits between Christians are prohibited by Scripture, and having agreed, as defined by this Articles of Affiliation, to submit disputes to binding arbitration, and to waive any legal right to take the dispute to a court of law, will refer and submit any and all disputes, differences, and controversies whatsoever within the agreed scope of arbitration to a panel of three arbitrators, to be selected.

- d. Formation of a Pool of Arbitrators

A Pool of Arbitrators consisting of 10 men and women of reputable character from different regions in the country will be formed where a panel of three arbitrators can be selected to serve in an arbitration.

- e. The Rules of the Arbitration will be made by the Panel of Arbitrators.
- f. The Decision of the Panel of Arbitrators is final and executory.

7. The Associate Members shall form and elect an Associate Board, which will be responsible in ensuring compliance by Associate Members with the terms and conditions of these Articles, and with making representations with PREFI on all issues arising from or related to the letter and spirit of these Articles.
8. Termination of Affiliation: Termination of Associate Membership will done through the following:
 - a. Recommendation of the Field Representative due to non-adherence to School of Tomorrow system's procedures and standards for two (2) consecutive years. The School Services Department will then recommend the termination to the ASSOCIATE Board who will make a resolution to terminate membership.
 - b. Written notification from the AFFILIATE MEMBER SCHOOL stating it wishes to terminate the affiliation, signed by two of its officers.
 - c. Upon termination of the affiliation between PREFI and the ASSOCIATE MEMBER SCHOOL, the SCHOOL SERVICES DEPARTMENT will issue a written acknowledgement of said termination, one copy of which will be sent to the AFFILIATE MEMBER SCHOOL and one copy included with the record of the affiliation thereby closing the file.
 - d. The ASSOCIATE MEMBER SCHOOL's name will be delisted from the roster of members to be submitted to the Department of Education.

All the parties to this Agreement of Affiliation hereby bind themselves to exercise utmost good faith in the performance of their duties and responsibilities.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this ___ day of _____, 2017, at _____, Philippines.

PACIFIC RIM EDUCATIONAL FOUNDATION, Inc.,

By:

(Chairman of the Board/President)

(Name of School)

By:

ACKNOWLEDGMENT

Republic of the Philippines)
City of _____) S.S.
x-----x

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared:

Name	Competent Evidence of Identity	Date Issued	Place Issued
_____	_____	_____	_____

who executed this instrument consisting of five (5) pages including this page on which the acknowledgment is written, signed by the parties and their instrumental witnesses each and every page hereof and they acknowledged to me that the same is their own free and voluntary act and deed.

WITNESS MY HAND AND SEAL on this ____ day of _____, 20____, at _____, Philippines.

Doc No. _____:
Page No. _____;
Book No. _____;
Series of 201__.