TeamCFA

AFFILIATE SCHOOL AGREEMENT

THIS AFFILIATE SCHOOL AGREEMENT is made and entered into as of the ____ day of _____, 2012 and between _____: A Challenge Foundation Academy, a _____ nonprofit corporation ("ECFA"), whose address is _____, _____, _____, and TeamCFA Foundation, an Oregon nonprofit corporation ("TeamCFA"), whose address is 1 East Washington Street, Suite 500, Phoenix, Arizona 85004.

RECITALS:

A. TeamCFA is a nonprofit organization that supports a growing national network of affiliated public charter schools dedicated to the mission of student achievement, academic excellence, measurable results and bringing school choice to more students and their families. TeamCFA employs proven academic, business and governance practices and leverages the free market to support the development and success of Challenge Foundation Academies (as defined below).

B. TeamCFA's stated mission is to: "support the development of academically rigorous, financially sustainable TeamCFA charter schools by employing proven academic, business and governance practices and leveraging the free market to support the broader school choice movement." TeamCFA's motto is "Together Each Achieves More," a belief that the success of each student takes the active participation, communication and commitment of teachers, students and parents working in collaboration. TeamCFA further believes that by fostering a continuous partnership among all the stakeholders, the "TEAM" can build a strong culture of expectation, achievement and results.

C. The schools that affiliate with TeamCFA are called "Challenge Foundation Academies" or "CFAs." CFAs offer structured and rigorous academic programs that include a committed partnership among students, teachers and parents. CFAs follow the Core Knowledge Foundation's guide to coherent content from grade to grade designed to encourage steady academic progress as students build their knowledge and skills from one year to the next, developing students as capable and motivated learners.

D. ECFA operates a charter school~~s~~ in the State (as defined below) pursuant to its Charter Contract (as defined below).

E. ECFA acknowledges that it has previously received $300,000 from either The Challenge Foundation , a predecessor to TeamCFA as start-up funding along with both monetary and non-monetary Support Assistance from The Challenge Foundation and/or TeamCFA as described in Exhibit A.

F. ECFA wishes to continue it relationship and reaffirms its affiliation with the TeamCFA national network of CFAs and to continue to accept certain support assistance that TeamCFA provides to CFAs and TeamCFA wishes to continue its relationship with ECFA as an affiliate TeamCFA school and to provide the support assistance identified below to ECFA, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions and premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENTS:

1. Definitions.

1.1. "AAA" means the American Arbitration Association.

1.2. "Agreement" means this Affiliate School Agreement by and between TeamCFA and ECFA.

1.3. "Annual Budget" means the annual charter school budget or budgets for each fiscal year.

1.4. "Authorizer" means the North Carolina Department of Public Instruction, which is the charter school authorizing authority for the ECFA of the State.

1.5. "Board" means the corporate Board of Directors of ECFA.

1.6. "CFAs" or "Challenge Foundation Academies" mean TeamCFA affiliated schools.

1.7. "Charter Contract" means the charter contract by and between ECFA and the Authorizer.

1.8. "Charter School Laws" means the State's statutes, and the regulations, rules and policies established thereunder, that establish the State's charter schools, and all other State laws, regulations, rules and policies that apply to charter schools in the State.

1.9. "Default" means the failure by a Party to observe, comply with or perform any of the terms, covenants or conditions applicable to such Party under this Agreement, where such Party fails to cure such Default within the applicable grace period specified in Section 12.

1.10. "Dispute" means any disagreement, claim, dispute, controversy or other matter in question between the Parties (including the question of what issues can be mediated or arbitrated and the validity of the dispute resolution provision in Section 13) arising out of, or relating to this Agreement, or any breach of this Agreement.

1.11. "Effective Date." Whether such date is before or after the date the Parties sign this Agreement, the Parties agree that the Effective Date for this Agreement is: The _____ day of _____, 2012.

1.12. "ECFA" means an existing CFA such _____: A Challenge Foundation Academy.

1.13. "Party" means either ECFA or TeamCFA and "Parties" means, collectively, ECFA and TeamCFA.

1.14. "Revenue" means, to the extent permitted by applicable law, all revenues, rentals, fees, third-party payments, receipts or other income of ECFA, all as calculated in accordance with Generally Accepted Accounting Principles, including, without limitation, State per-pupil and other funding, federal funding, local funding, and operational and activities revenues, but expressly excluding any gifts, grants, bequests, donations or contributions.

1.15. "State" means the State of _____.

1.16. "Support Assistance" means the assistance provided to ECFA by TeamCFA in support of ECFA's educational program, as set forth on Exhibit "A" attached to this Agreement and incorporated herein by this reference.

1.17. "TeamCFA's Materials" means any curriculum, testing, analysis, reports, programs, policies, procedures, forms or other information or materials developed by or proprietary to TeamCFA and provided to ECFA.

2. Board Authority; Relationship.

2.1. Board Authority. Notwithstanding any provision contained herein, TeamCFA acknowledges and agrees that ECFA is and shall be governed by its Board, which is responsible for overseeing all ECFA's operations, as well as this Agreement. TeamCFA shall provide Support Assistance to ECFA subject to the Board's direction, oversight, policies, and the requirements of this Agreement, Charter School Laws and other applicable laws. Nothing in this Agreement shall be construed to interfere with the Board's authority and duty to exercise its statutory, contractual and fiduciary responsibilities governing all ECFA's operations. The Board has, and shall retain, the right to exercise its judgment in accepting or rejecting TeamCFA's recommendations related to Support Assistance.

2.2. TeamCFA Representatives. In accordance with the ECFA's Articles of Incorporation and/or Bylaws, TeamCFA shall designate two representatives as directors on the ECFA Board throughout the term of this Agreement and extension thereof. TeamCFA agrees that the individuals it designates will comply with all State and Authorizer requirements for board membership.

2.3. Relationship of the Parties.

2.3.1. Cooperation. The Parties agree that, subject to Charter School Laws and other applicable laws, regulations, duties and obligations of the Parties, ECFA and TeamCFA shall carry out their respective rights, duties and obligations under this Agreement in a cooperative manner to maximize the effectiveness of the educational process.

2.3.2. Charter Contract Changes. E C F A agrees to provide TeamCFA 10 days prior written notice of any change or amendment to the Charter Contract.

2.3.3. Relationship. The relationship between ECFA and TeamCFA is based solely upon the terms of this Agreement and any other written agreements between TeamCFA and ECFA. This Agreement shall create only an independent contract relationship and shall not be construed or interpreted to create an agency, employer-employee, partnership, joint venture or other legal relationship or entity. While performing under this Agreement, neither Party shall represent the other Party in any dealings or transactions except as expressly authorized herein and neither Party shall represent any relationship excepting the relationship specified herein. Neither Party may enter into, bind or attempt to bind the other Party to any contractual obligation or duty and each Party shall be solely responsible for its acts and omissions and for the acts and omissions of its directors, officers, employees, agents and contractors.

3. Affiliation.

3.1 CEFA hereby affiliates with TeamCFA, for the term set forth herein, for the purposes of: (i) acknowledging prior grants and/or loans and **for** obtaining further Support Assistance; (ii) working with TeamCFA to promote and grow the TeamCFA network of schools; and (iii) granting TeamCFA the right, power and authority to carry out TeamCFA's duties and obligations under this Agreement upon the terms and conditions set forth herein, to the extent permitted by the Charter School Laws and other applicable law. TeamCFA hereby affiliates with ECFA, for the term set forth herein, to: (a) work with ECFA to promote and grow the TeamCFA network of schools; and (b) assist ECFA for the purposes set forth herein with such authority as delegated to TeamCFA by this Agreement or by subsequent Board resolutions, subject to the terms and conditions of this Agreement, the Charter Contract, Charter School Laws and other applicable law.

3.2. ECFA's Name. Consistent with such affiliation, ECFA agrees that it will continue its legal or trade name as _____: a Challenge Foundation Academy.

3.3. ECFA agrees to accept all of the rights and to perform all of the duties and obligations associated with such affiliation, as specified in this Agreement.

4. Term. Unless otherwise restricted by State law or earlier terminated as provided herein, the initial term of this Agreement shall commence on the Effective Date and continue until the earlier to occur of: (i) the

termination of the Charter Contract; or (ii) the last day of ECFA's fiscal year during 2023 and, in such event, the term shall automatically renew for an additional 10-year period (until the last day of ECFA's fiscal year during 2033), unless either Party shall have provided the other Party with a minimum of 120 days prior written notice that such noticing Party does not wish to extend the term hereof. TeamCFA's Support Assistance shall cease upon the termination of this Agreement. As required by Subsection 13.6, time is of the essence with respect to this provision.

5. Responsibilities of ECFA and the Board.

5.1. Communication. The Board shall, in good faith, communicate and cooperate with TeamCFA with regard to ECFA's programs, operations and activities including, without limitation, policies, rules, regulations, procedures, curriculum and budgets, subject to the constraints of the Charter School Laws, other applicable law and the requirements of the Charter Contract. Nonetheless, the Board shall retain full discretion for all programs, operations and activities of ECFA and has discretion in affiliating with TeamCFA to provide Support Assistance. However, if ECFA consistently, repeatedly or in the whole (taking into consideration all of ECFA's programs, operations and activities) operates in a manner inconsistent with the mission, goals and directives of TeamCFA, in TeamCFA's sole discretion, then TeamCFA retains the right to terminate this Agreement as provided by Sections 10 and 12.

5.2. Facilities. Although, at ECFA's written request, TeamCFA may assist ECFA with facilities, ECFA is, and remains, responsible for the acquisition or lease, and continuing ownership or tenancy, of school facilities that provide an adequate learning environment for its students and comply with all of the requirements of the Charter Contract, Charter School Laws and other applicable law.

5.3. Cooperation. ECFA shall cooperate with TeamCFA in promptly furnishing all information and documents and submitting all forms and reports that may be necessary for either Party to properly perform its duties and obligations under this Agreement. Further, ECFA shall cooperate in scheduling and related matters, including providing timely written notice of all Board meetings.

5.4. Charter Contract. The Board agrees not to act, or fail to act, in any manner that may cause ECFA to breach its Charter Contract.

5.5. Evaluation of TeamCFA. The Parties shall annually evaluate their respective performance under this Agreement with the purpose of improving the affiliate relationship and each Party's performance hereunder. Such evaluation shall occur at a time and date mutually agreeable to the Parties.

5.6. Charter School Budget. ECFA is responsible for adopting the Annual Budget for each fiscal year in a timely manner and as required by State law, demonstrating that ECFA has adequate resources to fulfill its obligations under the Charter Contract and this Agreement, including, without limitation, the operations and activities of the charter school(s) operated by ECFA, payment of employee costs (if any), equipment, insurance, annual financial audits and other expenses. To that end, each fiscal year, the Board will take appropriate action under its Bylaws to adopt and approve an Annual Budget as and when required by State law. In addition, ECFA is responsible for approving revisions and amendments to such Annual Budget to reflect necessary deviations from the adopted Annual Budget.

5.7. Participation. ECFA agrees to actively participate in the continuing development of TeamCFA and to help promote TeamCFA's goals.

5.8. Academics. With regard to ECFA's academic operations and programs, ECFA agrees to comply with the academic requirements set forth on Exhibit "B" as may be modified by the Parties from time to time, attached hereto and incorporated herein by this reference. ECFA's academic operations and programs will be evaluated annually based upon the evaluation rubric set forth on Exhibit B.

5.9. Business Operations. With regard to ECFA's business operations, ECFA agrees to comply with the business operational requirements set forth on Exhibit "C" as may be modified by the Parties from time to time, attached hereto and incorporated herein by this reference. ECFA's business operations and programs

will be evaluated annually based upon the evaluation rubric set forth on Exhibit C.

5.10. Governance. With regard to ECFA's governance, ECFA agrees to comply with the governance requirements set forth on Exhibit "D" as may be modified by the Parties from time to time, attached hereto and incorporated herein by this reference. ECFA's governance operations and programs will be evaluated annually based upon the evaluation rubric set forth on Exhibit D.

6. Responsibilities of TeamCFA.

6.1. Support Assistance. TeamCFA shall, subject to the Board's authority, provide ECFA with Support Assistance as expressly delineated and defined on Exhibit A.

6.2. Communication. TeamCFA shall, in good faith, communicate and cooperate with ECFA with regard to ECFA's programs, operations and activities including, without limitation, policies, rules, regulations, ECFA, procedures, curriculum and budgets, subject to the constraints of the Charter School Laws, other applicable law and the requirements of the Charter Contract. In the event TeamCFA consistently, repeatedly or in the whole (taking into consideration all of ECFA's programs, operations and activities) operates in a manner inconsistent with the mission, goals and directives of ECFA, in ECFA's sole discretion, then ECFA, subject to Subsection **10.5**, retains the right to terminate this Agreement as provided by Subsections **10.3 and 10.4.**

6.3. Cooperation. TeamCFA shall cooperate with ECFA in promptly furnishing all information and documents and submitting all forms and reports that may be necessary for either Party to properly perform **its** duties and obligations under this Agreement. Further, TeamCFA shall cooperate in scheduling and related matters.

6.4. Charter Contract. TeamCFA agrees not to act, or fail to act, in any manner that may cause a breach of ECFA's Charter Contract.

6.5. Evaluations. The Parties shall annually evaluate their respective performance under this Agreement with the purpose of improving the affiliate relationship and each Party's performance hereunder. Such evaluation shall occur at a time and date mutually agreeable to the Parties.

6.6 Participation. TeamCFA agrees to actively participate in the continuing development of ECFA and to help promote ECFA's growth and improvement.

6.7. Compliance. TeamCFA acknowledges that this Agreement is subject to the terms of the Charter Contract, Charter School Laws and other federal and State laws applicable to charter schools. TeamCFA agrees to comply with the terms and provisions of the Charter Contract, Charter School Laws and other federal and state laws applicable to charter schools in performing its duties and obligations hereunder. If ECFA is, at any time, determined to be out of compliance because of any Support Assistance, TeamCFA shall cooperate to correct such deficiency and shall participate in any corrective action plan approved by the Authorizer to remedy such noncompliance.

6.8. Contracting. Except as expressly prohibited by the Charter Contract or Charter School Laws, TeamCFA may contract or subcontract all or any part of Support Assistance required by this Agreement, delegating the performance of, but not the responsibility for, any duties and obligations of TeamCFA hereunder to a qualified independent contractor, expert or professional advisor.

6.9. Acquisitions. In the event that TeamCFA assists with any acquisitions using ECFA's funds, all such purchased items or assets shall be owned by and remain the property of ECFA. TeamCFA shall not add any administrative charges or fees to the cost of such acquisitions. All property or assets acquired by TeamCFA with its own funds shall, at TeamCFA's option, be owned by and remain the property of TeamCFA or donated to ECFA by an express written letter of donation.

6.10. TeamCFA Offices. TeamCFA may or may not maintain offices within the State and TeamCFA may provide Support Assistance from any location at TeamCFA's discretion.

6.11. Other Support Assistance. Support Assistance to be provided by TeamCFA to ECFA under this Agreement comprises only those duties, responsibilities and obligations of TeamCFA expressly stated herein. TeamCFA shall not be obligated to provide any additional or other Support Assistance to ECFA except as may be mutually agreed in writing between TeamCFA and the Board in compliance with Subsection 13.15.

7. Representations and Warranties.

7.1. ECFA's Representations and Warranties. ECFA hereby represents and warrants to TeamCFA that:

7.1.1. It is duly organized and existing as a State nonprofit corporation and an educational institution or organization established under Charter School Laws and is in good standing under the laws of the State; it will maintain, extend and renew its corporate existence under the laws of the State, and it will not do, suffer or permit any act or thing to be done whereby its right to transact its functions might or could be terminated, its activities restricted or its nonprofit, 501(c)(3) status rescinded;

7.1.2. It has full authority and power to enter into this Agreement and it has been duly authorized to execute and perform this Agreement;

7.1.3. The execution, delivery, and performance of this Agreement will not conflict with or constitute a breach of or default by ECFA under any other instrument or agreement to which ECFA is a party or by which its property is bound and will not constitute a violation of any order, rule, or regulation of any court or governmental agency having jurisdiction over ECFA;

7.1.4. It is not in breach or default under any instrument or agreement, including, without limitation: (i) loans or other financial obligations; (ii) wage or salary obligations and related benefits and payroll taxes; and (iii) leases for real and personal property, where such breach or default may adversely affect ECFA's required performance under this Agreement;

7.1.5. There are no pending action ECFA, claims, suits or proceedings filed or, to its knowledge, threatened or reasonably anticipated against or affecting it, which, if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement; and

7.1.6. Prior to the Board's approval and ECFA's execution and delivery of this Agreement, each member of the Board and ECFA's legal counsel were given ample opportunity to review and discuss this Agreement.

7.1.7. Further Assurances. ECFA agrees to take such further actions as reasonably requested by TeamCFA, and its officers, agents and representatives, and to comply with the provisions of any future regulations promulgated under Code Sections 4942 or 4945 that are applicable to any grant, to ensure that any grant will: (i) constitute a "qualifying distribution" by TeamCFA within the meaning of Code Section 4942(g); (ii) not constitute a "taxable expenditure" by TeamCFA within the meaning of Code Section 4945; and (iii) not violate the USA PATRIOT Act (Public Law 107-56), as amended, Executive Order 13224 or any other applicable United States law, regulation or order.

7.2. TeamCFA's Representations and Warranties. TeamCFA hereby represents and warrants to ECFA that:

7.2.1. It is duly organized and existing as an Oregon nonprofit corporation and is in good standing under the laws of the State of Oregon; it will maintain, extend and renew its corporate existence under the laws of the State of Oregon, and it will not do, suffer or permit any act or thing to be done whereby its right to transact its functions might or could be terminated, its activities restricted or its nonprofit, 501(c)(3) status rescinded;

7.2.2. It has full authority and power to enter into this Agreement and it has been duly authorized to execute and perform this Agreement;

7.2.3. The execution, delivery, and performance of this Agreement will not conflict with or constitute a breach of or default by TeamCFA under any other instrument or agreement to which TeamCFA is a party or by which its property is bound and will not constitute a violation of any order, rule, or regulation of any court or governmental agency having jurisdiction over TeamCFA;

7.2.4. It is not in breach or default under any instrument or agreement, including, without limitation: (i) loans or other financial obligations; (ii) wage or salary obligations and related benefits and payroll taxes; and (iii) leases for real and personal property, where such breach or default may adversely affect TeamCFA's required performance under this Agreement;

7.2.5. There are no pending actions, claims, suits or proceedings filed or, to its knowledge, threatened or reasonably anticipated against or affecting it, which, if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement; and

7.2.6. Prior to TeamCFA's execution and delivery of this Agreement, TeamCFA and its legal counsel were given ample opportunity to review and discuss this Agreement.

8. Insurance.

8.1. General Liability Insurance. Each Party shall, at its own expense, maintain general liability insurance, including, without limitation, bodily injury and property damage insuring itself with a minimum of $1,000,000.00 per occurrence and $2,000,000.00 aggregate limit of liability coverage. Each Party shall provide the other Party with a certificate evidencing such insurance and showing the other Party as an additional insured.

8.2. Workers' Compensation Insurance. Each Party shall, at its own expense, maintain workers' compensation insurance as required by law to cover their respective employees (if any) and shall provide the other Party with a certificate or certificates of such insurance.

8.3. Automobile Insurance. If a Party owns or operates any automobiles within the State, such Party shall, at its own expense, maintain comprehensive automobile insurance, insuring itself with a minimum of $1,000,000.00 combined single limit. Each such Party shall provide the other Party with a certificate evidencing such insurance and showing the other Party as an additional insured.

8.4. Cancellation; Subrogation. Each insurance policy required herein shall provide for not less than 10 days written notice to the other Party in the event of cancellation or material change of coverage. To the maximum extent permitted by its insurance policies, each Party, for the benefit of the other Party, waives any and all rights of subrogation which might otherwise exist (and the certificate required herein shall indicate such waiver of subrogation).

8.5. Indemnification. Each Party agrees to indemnify, defend, save and hold the other Party, and its directors, officers, employees, agents and other representatives harmless from and against any and all manner of loss, cost, expense (including attorneys' fees and other costs and expenses of litigation, defense and appeal), damage, injury, liability, claims, actions and causes of action whatsoever arising from or in any way related to the indemnifying Party's: (i) own negligent or willful acts or omissions; (ii) breach of this Agreement; or (iii) operation of its own business.

9. Intellectual Property Rights.

9.1. In connection with its Support Assistance, TeamCFA may furnish ECFA with TeamCFA's Materials. The Parties agree that all TeamCFA's Materials have been authored, originated, discovered and invented by TeamCFA and that TeamCFA shall be deemed to be the author and originator of all TeamCFA's Materials.

TeamCFA shall have and retain all right, title and interest in and to TeamCFA's Materials, all rights to sell, assign or otherwise transfer any right, title or interest in TeamCFA's Materials and all rights to apply for, register, obtain and own any and all copyrights, trademarks, service marks, trade names, patents and/or other exclusive or proprietary registrations or forms of ownership. During the term of this Agreement, TeamCFA hereby grants ECFA a revocable license to use TeamCFA's Materials; provided, however, that ECFA shall have no right to sell or otherwise transfer any of TeamCFA's Materials. In the event ECFA is held, for any reason, to have any right, title or interest to any of TeamCFA's Materials, regardless of the media and whether or not copyrighted or copyrightable, trademarked or register able, patented or patentable, ECFA hereby unconditionally and irrevocably transfers and assigns such right, title and interest to TeamCFA as an essential part of the consideration for this Agreement. ECFA further agrees that it shall, within five days after receipt of a written request from TeamCFA, execute a written instrument for the purpose of waiving its rights, if any, to attribution for any of TeamCFA's Materials under Section 106A(a) of The Copyright Act of 1976 (17 U.S.C. Sec. 101, 1976) or any succeeding law.

10. Termination.

10.1. Without further notice and without further liability to either Party, this Agreement shall terminate if:

10.1.1. The State legislature fails to appropriate funds for the operation of charter schools in the State. In such an event, this Agreement shall terminate on the last date that State funds are appropriated for the operation of charter schools; or

10.1.2. ECFA's Charter Contract is revoked or not renewed by the State. In such an event, this Agreement shall terminate on the date the Charter Contract expires or on the date of revocation, as applicable;

10.2. In the event ECFA Defaults, as specified in Section 12, TeamCFA shall have the right to terminate this Agreement upon providing ECFA proper written notice as required by Section 12.

10.3. In the event TeamCFA Defaults, as specified in Section 12, ECFA shall have the right to terminate this Agreement upon providing TeamCFA proper written notice as required by Section 12.

10.4. In addition to each Party's right to terminate this Agreement upon a Default, subject to Section 12.5. Each Party shall have the right to terminate this Agreement, with or without cause, on the last day of each of ECFA's fiscal years during the term of this Agreement, but only if the terminating Party has provided the other Party a minimum of 120 days prior written notice of such termination. In the event the terminating Party fails to provide such prior written notice in a timely manner, the terminating Party irrevocably waives the right to terminate for such fiscal year and must wait until the last day of the next fiscal year if it wishes to terminate. As required by Subsection 13.6, time is of the essence with respect to this provision.

10.5. Upon termination of this Agreement, whether due to expiration of the term or earlier termination as provided herein, TeamCFA shall have the right to discontinue all Support Assistance immediately and without further notice. In such event and without further notice, TeamCFA will cancel, terminate, disconnect and discontinue all: (i) marketing programs; (ii) professional training programs and events; (iii) right to collaborate with the TeamCFA network; (iv) board training or recruiting programs and events; (v) board/staff gatherings, programs and events; (vi) access to or renewal of any national or regional contracts or programs to which ECFA has access or is a party by reason of this Agreement; (vii) other assistance; and (viii) revoke the right to use the "Challenge Foundation Academy" name in conjunction with ECFA's name. Further, upon termination, ECFA shall, within 60 days, discontinue using the "Challenge Foundation Academy" name in conjunction with ECFA's name and discontinue the use of the immediately surrender all TeamCFA Materials, including all copies of TeamCFA Materials, in whatever form, to TeamCFA.

11. Dispute Resolution. In the event of any Dispute between the Parties, the Parties agree to submit the Dispute first to non-binding mediation and then to binding arbitration.

11.1. Mediation. Any Dispute shall be subject to mediation as a condition precedent to binding arbitration.

Unless the Parties mutually agree otherwise, such mediation shall be in accordance with the mediation rules of the AAA currently in effect. Request for mediation shall be filed in writing with the other Party and with a mutually-acceptable private mediator or mediation service. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 30 days from the date of filing, unless stayed for a longer period by agreement of the Parties. The Parties shall share the mediator's fee and any filing fee equally. The mediation shall be held in the State, within 25 miles of ECFA's primary location, unless such location is impracticable for both Parties, in which event the Parties shall mutually agree upon an alternate location. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

11.2. Arbitration. In the event such Dispute is not resolved through mediation, the Parties agree to submit the Dispute to binding arbitration. The foregoing agreement to arbitrate shall be specifically enforceable under prevailing arbitration law.

11.2.1. Rules; Confidentiality. The Dispute shall be arbitrated in accordance with the Commercial Arbitration Rules of the AAA as then existing, to the extent such rules are not inconsistent with the provisions of this Section 13, but shall not be arbitrated by an AAA tribunal, or administered by the AAA, unless specifically agreed to, in writing, by the Parties. Each of the Parties shall keep all Disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

11.2.2. Procedure. Notice of the demand for arbitration shall be given in writing to the other Party in the manner provided for notice by Subsection 13.8. The demand for arbitration shall be made within a reasonable time after the Dispute has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations. Unless otherwise agreed in writing by the Parties, either the Parties or their legal counsel shall, within 30 days following notification of the arbitration, mutually agreed upon, qualify and select an arbiter. In the event the Parties cannot mutually agree on one arbiter, an arbitration panel, composed of three arbiters, shall be selected in the following manner: each of the Parties, or their respective legal counsel, as the case may be, shall, within 40 days after one Party notifies the other of his, her or its intent to arbitrate a Dispute, each select an arbiter and the two arbiters shall, within 15 days following notification of their selection, select a third arbiter. In the event either Party fails to timely select an arbiter, the arbiter selected by the other Party shall be the sole arbiter and shall hear the Dispute. In the event each Party selects an arbiter, and the selected arbiters cannot decide upon a third arbiter for the panel, the third arbiter shall be qualified and selected by the then presiding judge of the State court system from a list of five arbiters provided by the AAA; such qualification and selection to be completed within 10 days following the presiding judge's receipt of the arbiter list required herein. To qualify to arbitrate any Dispute under this Section 11, the arbiter must be a licensed attorney in the State, must have practiced law in such jurisdiction for a minimum of 10 years and must have a minimum of five years' experience in the area of the law primarily implicated by the Dispute. If the Parties cannot agree on the "primary" area of law implicated, they shall select arbiters with a minimum of five years' experience in business and contract law. Once qualified and notified of his or her selection, the arbiter (or arbitration panel, as applicable) shall hear the Dispute within 60 days and render a written legal opinion and decision, specifying the factual and legal basis for the decision, within 20 days thereafter (or as soon thereafter as is practicable and justified under the circumstances). In the case of an arbitration panel, the opinion of the majority of the arbiters shall be adopted as the panel's opinion.

11.2.3. Discovery; Decision; Award. Discovery may be conducted either upon mutual consent of the Parties, or by order of the arbiter upon good cause being shown. In ruling on motions pertaining to discovery, the arbiter shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of Disputes, and the arbiter shall limit, expedite or order discovery whenever appropriate to insure that this purpose is preserved. The decision and award rendered by the arbiter shall be based upon applicable law and judicial precedent and shall be final, conclusive and binding

upon each of the Parties. Judgment may be entered upon the arbiter's decision in accordance with applicable law in a court having jurisdiction thereof. Any such award by the arbiter shall include recovery by the prevailing Party of the costs and expenses of the proceeding, including reasonable attorneys' fees; provided that, if neither Party prevails, the expenses of arbitration (other than attorneys' fees) shall be borne equally between the Parties. Any such award by the arbiter shall not include the award of punitive damages in excess of an amount equal to the compensatory damages awarded in the proceeding.

12. Default; Remedies.

12.1. Default. A Default shall entitle the non-defaulting Party to pursue the remedies set forth in Subsection Specific Defaults and cure periods are set forth below:

12.1.1. The failure by either Party to observe, comply with or perform any obligation under this Agreement (expressly including, without limitation, either Party's failure to operate in a manner inconsistent with the mission, goals and directives of the other Party as required by Subsection 5.1 and 6.2, as applicable) where such Default continues for a period of 60 days after written notice thereof by or on behalf of the non-defaulting Party to the defaulting Party; provided, however, that if the nature of the Default is such that more than 60 days are reasonably required for its cure, then it shall not be deemed to be a Default if the defaulting Party commences such cure within said 60-day period and thereafter diligently prosecutes such cure to completion;

12.1.2. The occurrence of any of the following events: (i) the making by a Party of any general arrangement or assignment for the benefit of creditors; (ii) a Party becomes a "debtor" as defined in 11 U.S. Code Section 101 or any successor statute thereto (unless, in the case of a petition filed against such Party, the same is dismissed within 90 days); (iii) the appointment of a trustee or the judicial appointment of a receiver to take possession of substantially all of a Party's assets, where possession is not restored to such Party within 90 days; or (iv) the attachment, execution or other judicial seizure of substantially all of a Party's assets, where such seizure is not discharged within 90 days; or

12.1.3. The failure by ECFA for two consecutive years to score at least 70 points on each of the annual evaluation rubrics set forth in Exhibits B, C and D of this Agreement.

12.2. Remedies. If either Party defaults hereunder, the non-defaulting Party may, at its option (but without obligation to do so), perform such duty or obligation on the defaulting Party's behalf. The costs and expenses of any such performance shall be due and payable by the defaulting Party to the other Party immediately upon invoice therefore. In the event of a Default by either Party (which is not timely cured), with or without further notice or demand, the non-defaulting Party may pursue any remedy now or hereafter available to such Party under the laws or judicial decisions of the State.

13. General Provisions

13.1. Incorporation of Recitals. Recitals "A" through "G" above are acknowledged by the Parties to be true and correct and are incorporated herein as a material part of this Agreement.

13.2. No Delegation of Authority. Nothing in this Agreement shall be construed as: (i) delegating to TeamCFA any of the powers or authority of the Board which are not subject to delegation by the Board under Charter School Laws or other applicable law; or (ii) interfering with the Board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of NS. Furthermore, notwithstanding any contrary provision contained herein, no provision of this Agreement shall be construed to prohibit the Board from acting as an independent, corporate governing body.

13.3. Statutory Requirements. TeamCFA acknowledges that ECFA must comply with all the financial requirements for its charter schools under applicable State law. TeamCFA agrees to provide such details and documentation as are reasonably necessary for ECFA to meet its accounting and reporting obligations. Upon reasonable, written notice, ECFA and its designees shall have the right to review and audit TeamCFA's

books and records as they relate to this Agreement, including the right to make copies.

13.4. Force Majeure. If performance by TeamCFA or ECFA of any of their respective obligations under the terms of this Agreement is interrupted or delayed by an act of God, by acts of war, riot, terrorism or civil commotion, by an act of the State, by fire or flood, or by the occurrence of any other event beyond the reasonable control of the Parties, then Parties shall be excused from such performance for the same amount of time as such occurrence lasts or such period of time as is reasonably necessary after such occurrence abates for the effect of the occurrence to have dissipated. The Parties agree to act diligently to remedy the cause of any delay subject to this Subsection 15.4. Each Party shall notify the other Party promptly after any occurrence subject to this Subsection 15.4 that may affect the Party's performance of its obligations under this Agreement.

13.5. Assignment. Except as provided in Subsection 6.8, neither Party may assign any of its rights, duties or obligations under this Agreement without the other Party's prior written consent.

13.6. Time of Essence; Time Periods. Time is of the essence of this Agreement and each and every provision of this Agreement. Any extension of time granted for the performance of any duty under this Agreement shall not be considered an extension of time for the performance of any other duty under this Agreement. Unless expressly stated otherwise, any computation of time periods permitted or required herein stated in "days" shall mean calendar days. "Business day," when so identified, shall mean normal working days, excluding Saturdays, Sundays and federal or State legal holidays. If the time for performance of any obligation due hereunder or the making of any election permitted hereunder is stated in "days" and expires on a Saturday, Sunday or federal or State legal holiday, then the time for performance of such obligation or for the making of any such election shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

13.7. Successors in Interest. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and assigns of the Parties.

13.8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed received upon personal delivery (by hand delivery or courier), three days after being sent by registered or certified United States mail, return receipt requested, properly address with postage fully prepaid, or one day after being sent by a reputable, overnight express-mail service, addressed to the respective Party at its address as set forth above, or to such other address as each Party shall, from time to time, specify in the manner provided herein.

13.9. Severability. To the full extent possible each provision of this Agreement shall be interpreted in such fashion as to be effective and valid under applicable law. If any provision of this Agreement is declared void or unenforceable with respect to particular circumstances, such provision shall remain in full force and effect in all other circumstances. If any provision of this Agreement is declared entirely void or unenforceable, such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect.

13.10. Governing Law. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by, the internal, substantive laws of the State, without reference to any choice-of-law principles or provisions. Suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought in the United States District Court or State court in the county or parish wherein ECFA maintains its primary location; and each Party hereto expressly and irrevocably consents to the jurisdiction of said courts.

13.11. Indemnities; Survival. Each and every indemnity given herein, and the provisions of Subsection 13.16, Attorneys' Fees, shall survive the expiration or termination of this Agreement.

13.12. Consents and Approvals. Except as otherwise expressly provided herein, wherever in this Agreement the consent or approval of a Party is required to an act by or for the other Party, such consent or approval shall not be unreasonably withheld or delayed.

13.13. Waivers. No waiver of any term covenant or condition hereof shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent violation of the same or any other term, covenant or condition hereof. A Party's consent to or approval of, any act of the other Party shall not be deemed to render unnecessary the obtaining of the applicable Party's consent to, or approval of, any subsequent or similar act by the other Party, or be construed as the basis of an estoppel to enforce the provision or provisions of this Agreement requiring such consent.

13.14. 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.

13.15. Amendments. This Agreement may be amended or modified only in writing, signed by the Parties in interest at the time of the modification.

13.16. Attorney's Fees. If attorneys are engaged, or any action is brought, by either Party in respect of its rights under this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, court costs and costs of appeal as determined by the court.

13.17. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of the executed counterparts shall be deemed an original of this Agreement; provided, however, that this Agreement shall not be effective or enforceable unless and until it is executed by each Party.

3.18. No Third Party Rights. No person or entity who is not a party to this Agreement shall have any right to performance under this Agreement nor shall any person or entity who is not a party to this Agreement have any right to enforce this Agreement.

13.19. Captions; References; Interpretation. Captions and headings are for convenience only and shall not alter the interpretation of any provision or be used in construing this Agreement. Reference to any "section" or "subsection" contained herein is a reference to such section or subsection of this Agreement, unless the reference expressly identifies a section or subsection of another document. If the context requires, the use of the singular or plural (including the use of defined terms) shall also refer to the other. The word "including" is not exclusive; if exclusion is intended, the word "comprising" is used instead. The word "or" shall be construed to mean "and/or" unless the context clearly prohibits that construction. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against any Party. Each Party warrants and represents that they have read this Agreement in its entirety, that they understand each and every term and condition hereof, and that they have had ample time to seek the advice of their own legal counsel and other professional advisors before signing this Agreement. Accordingly, any rule of construction to the effect that ambiguities are to be construed against the drafting Party shall not apply to the interpretation of this Agreement or any amendment or exhibit hereof.

13.20. Representative Signatures. The Parties each represent and warrant that any individual signing in a representative capacity for such Party has been duly authorized to execute and deliver this Agreement and has full authority and power to bind his or her principal to this Agreement. Each Party shall, upon the execution of this Agreement, deliver to the other Party documents evidencing such authority.

13.21. No Disparagement. During the term of this Agreement and for a period of two years thereafter, each Party agrees that it, nor its directors, officers, employees or agents, shall defame or disparage the other Party, nor any of the other Party's directors, officers, employees or agents.

13.22. Entire Agreement. This Agreement, including any exhibits or schedules referenced herein, contains the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and all agreements and understandings entered into prior to this Agreement, with respect to the subject matter hereof, are revoked and superseded by this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first written above.

_____: A Challenge Foundation Academy, a _____ nonprofit corporation

By: _____

Printed Name: _____

Title: _____

TEAMCFA FOUNDATION, an Oregon nonprofit corporation

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT OF RECEIPT OF A COPY OF THE AFFILIATION AGREEMENT:

_____	_____
Board President/Chair	Board Vice President/Vice Chair
_____	_____
Board Secretary	Board Treasurer
_____	_____
Board Member	Board Member
_____	_____
Board Member	Board Member
_____	
Board Member	

EXHIBIT A
SUPPORT ASSISTANCE

TeamCFA shall provide the following Support Assistance to _____: A Challenge Foundation Academy:

TeamCFA Marketing Program. This program includes the TeamCFA website, marketing and promotional materials, the Connect CFA magazine, logo development, teacher discussion board and assistance with setting up school e-mails.

Professional Training. Supplemental Core Knowledge training through the annual Challenge Foundation Core Knowledge Retreat.

Professional Training. For so long as the Core Knowledge Foundation permits TeamCFA and CFAs such discounts, regular Core Knowledge training at a 10 percent discount with a 15 percent discount on materials.

National Collaboration. As an integral part of affiliating with TeamCFA, ECFA will have the right to collaborate with the entire national network of CFAs.

Board Training and Recruitment. Assistance with ongoing board training and member recruitment.

Board/Staff Gatherings. Periodic sponsored Board Dinners and Staff-Board luncheons for the purpose of furthering the "community" culture of the TeamCFA network.

EXHIBIT B

ACADEMIC REQUIREMENTS & EVALUATION RUBRIC
(Maximum 100 Points)

A points-based program to evaluate the progress of schools in the TeamCFA network

Schools in the TeamCFA network should strive toward the highest levels of academic, governance and business practices. The matrix provided below will help to identify the progress member schools are making within the TeamCFA network. It will be used annually as measured criteria for school improvement purposes and to maintain schools in good standing within the TeamCFA network.

Scores below a 70 in performance in any of the three required areas of academics, governance or business will require a school improvement plan to be implemented that must be approved by the TeamCFA Committee. Two consecutive annual scores below 70 in any one area may be grounds for termination of this Agreement.

For each Required Area:
Pass (80-100 points)
Concern (70-79 points)
Improvement Required (0-69 points)

With regard to ECFA's academic operations programs, ECFA agrees to:

- Commit to an academic achievement target above a clearly defined local peer group of schools as determined by TeamCFA and to submit to TeamCFA an annual report of academic performance results; **30 Points**

  Standard:
  ECFA will provide on annual basis to TeamCFA and its board representatives data on state test scores and any nationally-normed test scores administered by the school. Board and administration will commit to making efforts to grow towards reaching a TeamCFA-determined proficiency target above a local peer group.

- Implement the Core Knowledge curriculum for grades kindergarten through eight and use phonics-based reading instruction for grades kindergarten through two and progress towards becoming an official Core Knowledge School; **30 Points**

  Standard:
  ECFA will communicate with TeamCFA board representatives so that, on an annual basis, TeamCFA board representatives may complete a report in which they discuss K-2 reading curriculum, with emphasis upon implementation of phonics describe extent of implementation of Core Knowledge curriculum, referring to previous Core Knowledge Foundation visitation reports and setting forth goals for improved implementation the following year. Summarize progress towards becoming an official Core Knowledge school.

- Implement nationally-normed assessments as determined by TeamCFA (at present, the Northwest Evaluation Association's Measures of Academic Progress test in grades kindergarten through eight); **15 Points**

  Standard:
  E C F A will implement NWEA MAP testing in grades K through 8 and communicate results to TeamCFA and its board representatives at close of each testing period.

- Develop a professional growth program for teachers acceptable to TeamCFA, emphasizing implementation of the Core Knowledge Sequence. **15 Points**

  Standard:
  E C F A will communicate with TeamCFA board representatives so that, on an annual basis, TeamCFA board representatives may complete a summary report on the school's professional development plan.

• Regularly share, on a timely basis as requested by TeamCFA, lesson plans, online content, software and any other educational materials or programs that will promote the overall effort to achieve academic excellence in the TeamCFA network; **5 Points**

Standard:

E C F A will provide such materials to TeamCFA upon request and will communicate with TeamCFA board representatives so that, on an annual basis, TeamCFA board representatives may complete a summary report on the above items.

• Subject to applicable intellectual property laws, develop, implement and share with TeamCFA, successful curriculum, subject or course enhancements that help ECFA achieve better academic results for less cost, including, without limitation, any online or virtual-school innovations and inclusion of Advanced Placement programs; **5 Points**

Standard:

ECFA will share such enhancements and innovations in reports to the board so that on an annual basis, TeamCFA board representatives may complete a summary report on the above items. Upon request from TeamCFA, ECFA will share such enhancements and innovations in national and regional gatherings.

EXHIBIT C

BUSINESS OPERATIONAL REQUIREMENTS & EVALUATION RUBRIC
(Maximum 100 Points)

A points-based program to evaluate the progress of schools in the TeamCFA network

Schools in the TeamCFA network should strive toward the highest levels of academic, governance and business practices. The matrix provided below will help to identify the progress member schools are making within the TeamCFA network. It will be used annually as measured criteria for school improvement purposes and to maintain schools in good standing within the TeamCFA network.

Scores below a 70 in performance in any of the three required areas of academics, governance or business will require a school improvement plan to be implemented that must be approved by the TeamCFA Committee. Two consecutive annual scores below 70 in any one area may be grounds for termination of this Agreement.

For each required area:
Pass (80-100 points)
Concern (70-79 points)
Improvement required (0-69 points)

With regard to ECFA's business operations, ECFA agrees to:

- Continue to monitor all financial transactions through a recognized, regularly audited accounting system. **10 Points**
  Standard: **Submit format and Provide upon request**

- Maintain sufficient insurance that covers the school and directors. **10 Points**
  Standard: **Submit proof of insurance of review upon request.**

- Budget sufficient resources to support its core curriculum and mission**. 20 Points**
  Standard: **Submit report upon request demonstrating such.**

- Maintain the ability to pass an independent audit. **20 Points**
  Standard: **Complete annually and submit audit report upon request**.

- Provide a safe, secure, and orderly site, facilities, services, and equipment. **10 points**
  Standard: **TeamCFA rep to state such, and provide annual inspection reports upon request.**

- Work closely with TeamCFA to reduce per-student operating costs by a target of 3 percent during the initial five-year term of this Agreement; **5 Points**
  Standard: **Provide evidence as this is accomplished.**

- Submit five-year operating and capital budgets and provide relevant reporting (e.g., actual to budget reports) on an semi-annual basis, including, without limitation, annual financial statements audited by an independent certified public accountant; **5 Points**

- Maintain a process to ensure board oversight of incoming and outgoing resources**. 5 Points**
  Standard: **Explain Controls upon request.**

- If ECFA develops and implements successful bonus and merit pay programs for ECFA's staff that improve operational or academic results, ECFA will share such programs with TeamCFA; **5 Points**
  Standard: **Provide upon request.**

- If ECFA develops and implements any successful strategy for building a strong community based, local support systems (such as fund raising, volunteers, coordination with youth groups, business and service groups, police and fire organizations, outreach to home-schooled children, etc.), ECFA will share such strategy with TeamCFA; **5 Points**

  Standard: **Provide upon request.**

- Report annually to TeamCFA any instances where better academic results were achieved at reduced per-student costs. **5 Points**

  Standard: **Provide upon request.**

EXHIBIT D

GOVERNANCE REQUIREMENTS
(Maximum 100 Points)

A points-based program to evaluate the progress of schools in the TeamCFA network

Schools in the TeamCFA network should strive toward the highest levels of academic, governance and business practices. The matrix provided below will help to identify the progress member schools are making within the TeamCFA network. It will be used annually as measured criteria for school improvement purposes and to maintain schools in good standing within the TeamCFA network.

Scores below a 70 in performance in any of the three required areas of academics, governance or business will require a school improvement plan to be implemented that must be approved by the TeamCFA Committee. Two consecutive annual scores below 70 in any one area may be grounds for termination of this Agreement.

For each required Area:
Pass (80-100 points)
Concern (70-79 points)
Improvement required (0-69 points)

With regard to ECFA's governance, E C F A agrees to:

- Elect or appoint two representatives designated, from time to time, by TeamCFA to the Board and, if needed, amend ECFA's Articles of Incorporation and/or Bylaws to accommodate the election or appointment of such representatives; **20 Points**

  Standard:
  Maintain Articles of Incorporation/Bylaws as needed to elect two designated TeamCFA representatives to the Board.

- E C F A maintains that board has at least three members (not including two representatives appointed by TeamCFA), of which a majority of the board of directors are not related parties; **5 Points**

  Standard:
  Provisions of Articles of Incorporation/Bylaws shall provide or amended to provide accordingly.

- Conduct regular Board meetings in accordance with ECFA's Bylaws and applicable law and regularly communicate and coordinate with TeamCFA through its TeamCFA representatives on the Board, including, without limitation, publishing a standardized monthly school director's report; **10 Points**

  Standard:
  Conduct monthly Board meetings in accordance with Charter/Articles of Incorporation/Bylaws and state statute.
  Develop/implement/publish a standardized school director's report which addresses progress/accomplishment of the ECFA's strategic plan (or ECFA improvement plan).
  Distributes monthly TeamCFA report to Board/Staff/Parents.

- Ensure ECFA continues to have active community support and demonstrates that the school maintains consistently positive relations with parents; **5 Points**

  Standard:
  ECFA participation in at least 2 major community events.
  Active PTO.
  Year-Over-Year increase in community fundraising support separate from any state/national/governmental grants.

• ECFA maintains support from local and state government, continues to have a good working relationship with local sponsoring authority, **5 Points**

Standard:

There are no negative findings in the school's annual audit.

• Ensure that ECFA is in direct compliance/good standing with all local, state and federal laws and regulations pertaining to charter schools and not-for-profit corporations and report such compliance to TeamCFA, including, without limitation, completion of an annual independent audit; **10 Points**

Standard:

ECFA to provide copies of any reports/examinations by any local/state/federal agencies concerning the operation of ECFA to TeamCFA upon receipt.

• Ensure that the Board is meeting expectations relating to governance, including academic, financial and business oversight, personnel matters, holding proper and lawful Board meetings and reporting successes and challenges to TeamCFA; **10 Points**

Standard:

Establish and monitor a multi-year Strategic Plan (or ECFA Improvement Plan).
Conduct annual School Director(s) evaluation concerning accomplishment/progress of the Strategic Plan (or ECFA Improvement Plan).
Review annual independent audit.

• Establish and promote the highest ethical, social and civic standards for the overall school community; **10 Points**

Standard:

Develop/implement a conflict of interest policy acknowledged annually by Board members;
Develop/implement an Employee Code of Conduct acknowledged annually by employees;
Develop/implement a Student Code of Conduct acknowledged annually by students (may be included as part of Parent/student contract);

• Implement and participate in TeamCFA board-member recruitment and training programs and ensure that each Board member is trained and knowledgeable with regard to ECFA's organizational documents and policies; **10 Points**

Standard:

Conduct annual board training (or strategic planning) meeting.
Selected Board members to participate in the annual TeamCFA Conference.

• Establish clear goals which emphasize the importance of parental involvement with the school, the Board and volunteer activities, including, without limitation, policies that require parents, students and teachers to sign commitment contracts annually; **5 Points**

Standard:

Develop/implement annual parent/student contract.
Number of parents volunteering and hours volunteered each school year.

• ECFA agrees that its dress code will provide for student uniforms that include ECFA's logo. In the event ECFA's dress code does not already provide for such student uniforms, ECFA agrees that ECFA will modify its dress code to require such student uniforms within 18 months of the effective date of this Agreement; **5 Points**

Standard:

Development/implement board approved dress code requiring student uniforms with ECFA's logo which is incorporated in ECFA policy/student handbook and parent/student contract.

• Share with TeamCFA any creative and successful governance ideas or programs that will benefit other CFA boards. **5 Points**

Standard:

Board Members/school director(s) attends/presents at the annual TeamCFA Conference. ECFA/staff regularly updates ECFA website with activities concerning best practices and implementation of Core Knowledge.