



Doral Academy of Idaho

**A proposed public charter school serving
Kindergarten-8th Grade students.**

Proposed opening: August of 2020
Located within the Meridian Joint School District #2
Submission Date: August 26th 2019

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EXECUTIVE SUMMARY

Doral Academy of Idaho (DAI) is a newly proposed charter school, which intends to serve students in grades Kindergarten through 8th Grade in the Meridian, Idaho area. DAI is dedicated to creating an enhanced and engaging educational experience for all its students and will provide an academically challenging learning environment with a strong emphasis on arts integration teaching strategies. These strategies have proven to increase literacy, cognitive, and social development and will build a foundation for all students to be college and career ready. DAI seeks to replicate the high performing Doral academic model which has proven successful for students in both Florida and in Nevada. In Nevada, for example, a Doral middle school and a Doral elementary school were each ranked among the top ten performing schools statewide. The Doral schools in Nevada dramatically outperform their local school districts using an academic model that has been explicitly aligned to the English Language Arts and Mathematics standards shared by both Nevada and Idaho.

Mission

Through arts integration, individual student focus, and rigorous academics, Doral Academy of Idaho will place all students on a path for success at the college and career level.

Vision

Doral Academy of Idaho seeks to improve our community by creating students who think critically and analytically, are confident decision makers, utilize problem-solving skills, work collaboratively, and are imaginative and creative thinkers. We are committed to equipping students with the skills and personal growth necessary to be successful scholars throughout life.

Community Need

DAI's primary attendance area will focus on students and families in the Meridian, Idaho area. This community has recently experienced a significant rise in population which in turn has led to overcrowding at public schools and demand from parents for additional quality educational options.

Organizational Structure

The Doral Academy of Idaho is organized exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. The governing board will be the ultimate policy-making body with the responsibility of operation and oversight of the school including academic direction, curriculum, and budgetary functions. The policies, procedures, powers, and duties by which the board will operate, including specific member powers, are detailed in the attached bylaws.

Student Outcomes and Expectations

Driven by its mission and vision to ensure all students are successful in life, DAI has established goals which will focus on high academic achievement for all students in all grade levels. These goals are detailed in [Section I. Educational Program](#).

I. EDUCATIONAL PROGRAM

Educational Philosophy

Doral Academy of Idaho (DAI) is a newly proposed charter school, which intends to serve students in grades Kindergarten through 8th Grade in the Meridian, Idaho area. Replicating the highly successful Doral Academy curriculum model found in both Florida and Nevada, DAI will use an arts integration model in order to fulfill its mission and vision, as shown below:

Mission

Through arts integration, individual student focus, and rigorous academics, Doral Academy of Idaho will place all students on a path for success at the college and career level as measured by state and local assessments.

Vision

Doral Academy of Idaho seeks to improve our community by creating students who think critically and analytically, are confident decision makers, utilize problem-solving skills, work collaboratively, and are imaginative and creative thinkers. We are committed to equipping students with the skills and personal growth necessary to be successful scholars throughout life. In doing so, we will ensure that our alumni are educated persons who are flexible, adaptive learners both as young people and adults who are ready to meet the economic, social, and intellectual challenges they will face in the 21st century.

DAI's educational philosophy is built upon innovative learning methods. Through the arts, (music, dance, theatre, visual arts, and media production) students will be afforded the opportunity to learn in a way that meets their own unique cultural, intellectual, social, and emotional needs. Students' minds will be opened and understanding deepened through project-based learning. Learning will focus on creativity, problem-solving, collaboration, perseverance, and the ability to work through the rigorous demands, set forth by the Idaho Content Standards (ICS) and measured by the ISAT assessment. The school's program is modeled after specific arts integration learning methods and strategies that have proven successful in raising both student engagement and achievement, including on assessments such as Nevada's SBAC that are based on the same ambitious standards and share items with the ISAT.

As defined by Lynne B. Silverstein and Sean Layne from the Kennedy Center, "Arts Integration is an approach to teaching in which students construct and demonstrate understanding through an art form. Students engage in a creative process which connects an art form and another subject area and meets evolving objectives in both."¹ At DAI, instruction in core subjects (i.e. – math, reading, science, etc.) is integrated with content and skills from the arts—dance, music, theater, and the visual arts. Students at DAI will benefit from a seamless blending of the content and skills of an art form with those of a co-curricular subject.

¹ Silverstein, Lynne B. & Layne, Sean. "Defining Arts Integration". (2010). The John F. Kennedy Center for the Performing Arts.

The benefits of arts integration on educational and social outcomes for students has long been a topic of study and, is thus, founded in sound research. Just a few examples of this research are detailed below:

- Arts integration is highly effective in engaging and motivating students.²
- Arts integration positively affects student academic achievement as well as executive functions (i.e. – representational knowledge, operational processes, self-regulation, etc.).³
- Being in an arts integrated classroom increases the odds for students to pass assessments in both English language arts as well as mathematics.⁴
- The arts can engage students who are not typically reached through traditional teaching methods, including those from economically disadvantaged backgrounds, reluctant learners, and those with learning disabilities.^{5,6,7}
- Through experimenting with different art forms and processes, students learn to take risks through exploration and to develop flexible thinking skills, envisioning from different vantage points and responding to new possibilities in the creative process.⁸

Arts Integration enables students to make meaningful connections to one another, to themselves, to their world, and to other content areas. Arts integration supports the academic achievement and improved social behavior of students while enhancing school climate and parental involvement. Instruction through arts integration is a mutually beneficial method for teaching. Through the arts, students are able to approach the content in other subject areas via multiple entry points and, in turn, are able to solidify their understanding of the arts through by integrating it with core academic subjects. Additionally, the arts provide students multiple modes for demonstrating learning and competency and it enlivens the teaching and learning experience for entire school communities. “At its best, arts integration is transformative for students, teachers, and communities. The imaginations and creative capacities of teachers and students are nurtured and their aspirations afforded many avenues for realization and recognition.”⁹

² Hardiman, M., Rinne, L. and Yarmolinskaya, J. (2014), “The Effects of Arts Integration on Long-Term Retention of Academic Content”. *Mind, Brain, and Education*, 8: 144-148.

³ Moss, T. E., Benus, M. J., & Tucker, E. A. (2018). “Impacting urban students’ academic achievement and executive function through school-based arts integration programs”. *SAGE Open*, 8(2), 1–10.

⁴ Walker, E., Tabone, C., & Weltsek, G. (2011). “When achievement data meet drama and arts integration”. *Language Arts*, 88(5), 365–372.

⁵ Deasy, R.J. (Ed.). (2002). *Critical links: Learning in the arts and student achievement and social development*. Washington, D.C.: The Arts Education Partnership.

⁶ Fiske, E.B. (1999). *Champions of change: The impact of the arts on learning*. Washington D.C.: Arts Education Partnership and the President’s Committee on the Arts and the Humanities.

⁷ Stevenson, L.M. & Deasey, R.L. (2005). *Third space: When learning matters*. Washington D.C.: Arts Education Partnership.

⁸ Ibid.

⁹ Doral Academy of Nevada – Saddle Campus, *Art Integration*, [website], URL: https://doralsaddle.org/apps/pages/index.jsp?uREC_ID=267172&type=d; last accessed June 2019.

DAI is committed to engaging all learners by educating the whole person: mind, body, and heart. DAI believes in high standards of achievement, in a culturally responsive school environment, can be realized through active learning by using an arts integrated approach, nurturing a strong sense of belonging to the school.

Student Academic Achievement Standards

Driven by its mission and vision to ensure all students are successful in life, DAI has established the following goals:

1. By its third year of operation, at least seventy-five percent (75%) of 3rd-8th Grade students will achieve proficient or higher on the annual ISAT summative assessment for English Language Arts (ELA)/Literacy.
2. By its third year of operation, at least seventy-five percent (75%) of 3rd-8th Grade students will achieve proficient or higher on the annual ISAT summative assessment for Mathematics.
3. By its third year of operation, at least seventy percent (75%) of 5th and 7th Grade students will achieve proficient or higher on the annual ISAT summative assessment for Science.
4. If an achievement gap exists between students in targeted at-risk student subgroups (economically disadvantaged, English Language Learners (ELL), Students with Disabilities (SWD) and other at-risk groups) and the general student population, DAI decrease the achievement gap between each subgroup and the general student population by at least thirty percent (30%) by the end of its third year of operation, as measured by the summative ISAT as well as the school's selected interim benchmark assessments.¹⁰
5. One hundred percent (100%) of Student and Parent Survey results will display a "Rating" or higher for students receiving individual focus and for students facing rigorous academics, as measured by the end-of-year Student and Parent Survey

These goals have been partly established by examining the current academic achievement results of schools in DAI's target area. (For more information, please see the discussion of student achievement in area schools in [Section IV. Student Demand and Primary Attendance Area](#).) After examining these results, DAI firmly believes that the goals it has established above are both ambitious and attainable.

Importantly, the goals set for ELA/Literacy, Mathematics, and Science are substantially higher than the most recent statewide elementary performance in those subject areas: 54.4 percent, 45.5 percent, and 61.4 percent respectively. They also exceed recent elementary performance levels for the local West Ada School District in ELA/Literacy and Mathematics: 66.5 percent and 58.1 percent. while approaching the 73.5 percent performance of the district in Science. Similarly, these goals would also result in the charter school exceeding the state average proficiency in middle school in ELA/Literacy, Mathematics, and Science: 54.4 percent, 44.5 percent, and 61.4 percent respectively and they exceed the district's 66.5 percent ELA/Literacy proficiency and 58.1 percent Mathematics proficiency.

¹⁰ This goal will be achieved without reducing the rigor and performance of the general student population.

In addition to exceeding recent state and local district averages in ELA/Literacy and Mathematics, we believe that these goals are appropriately ambitious for several reasons. Most notably, the proposed targets in all three subject areas meet or exceed those of the likely cohort of sending schools, which are analyzed in greater detail in [Section IV. Student Demand and Primary Attendance Area](#). Secondly, these targets also reflect the reality that while the state standards in reading and mathematics were adopted some time ago, there are recent changes to the state's science standards that merit the adoption of more conservative science goals until such time as there is additional data on how those standards adjustments will impact assessment results in 5th and 7th grade.

Additionally, since science is only assessed twice in grades 3-8, the n-size of students is considerably smaller within a given year and there is likely to be more variability in performance, especially in the early years of implementing a new set of standards and a new assessment. Moreover, our approach to science and social studies instruction is based on a thoughtful implementation of the embedded social studies, science, and technical subject standards in grades K-5 of the Idaho ELA/Literacy Content Standards as well as the separate and aligned Literacy in History/Social Studies, Science, & Technical Subjects standards for the applicable secondary grades of our proposed middle school. Finally, our theory of change is based on the fundamental premise that arts integration is a potent strategy to engage students and improve pupil performance across subject areas, but it is tempered by the reality that high achievement in science and social studies, particularly at the higher grades, is predicated on strong literacy and numeracy skills.

Due to this confluence of reasons, we suspect that science proficiency may initially lag the proficiency levels we project in English Language Arts/Literacy and Mathematics during the early years of implementation, both due to the nature of our implementation and the likelihood that the shift to a new science assessment based on the new standards results in a more rigorous assessment will mirror the general pattern of the shift to more ambitious ELA/Literacy and Mathematics standards: results on the new science test based on the new standards will indicate a lower baseline level of proficiency than the standards and assessments used up until recently.

Given these and other factors, DAI administration and relevant faculty will continually monitor progress towards our academic targets and propose that the governing board adapt these goals as needed on a yearly basis to ensure that their mission of preparing all students for success at the college and career level is being fulfilled and that the school is on track to meet or exceed the then current standards under any applicable performance framework. Importantly, because the local district's performance is substantially higher than the state as a whole, the founding board has chosen to focus primarily upon proficiency. Based on our research, however, we have discovered that some charter schools ultimately enroll a student body that faces greater initial academic challenges than its host district. Depending on baseline student achievement results, for example, it may ultimately be necessary to supplement these targets with internal annual academic growth and subgroup improvement targets building on those baselines to

ensure that the school is meeting the needs of all of its learners and is on track to meet the proficiency targets specified above and the expectations of the Commission's Performance Framework.

Key Design Elements, Curricula, Tools, and Instructional Methods

Replicated Educational Model & Affiliation

DAI plans to replicate the highly successful curriculum model of Doral Academy Inc. (Doral Inc.). The affiliation with Doral Inc. is a key partnership in the success of the curriculum development plan. Doral Inc. has successfully opened and implemented this curriculum model and best practices at additional Doral schools in both Florida and Nevada. The Doral curriculum model includes four key components:

1. Standards Aligned Curriculum (to the state in which the school is located): Nevada and Florida each have aligned their ELA and Math Curriculum to the Common Core Standards (CCSS). Thus, as Idaho formally adopted the CCSS as the ELA and Mathematics components of the Idaho Core Standards (ICS), the program will be readily replicable and aligned to the rigor of the ICS. Furthermore, and pending approval of the petition, the Principal will work closely with Doral Academy Inc. to ensure DAI's Science curriculum is aligned to the Idaho Science Standards adopted early last year (2018).
2. Arts Integration: Arts Integration instructional strategies and methods are best practices utilized to teach the curriculum fusing an art form (drama, music, art, etc.) within the learning process;
3. Basal Textbooks and Other Support Materials: standards aligned materials that support learning;
4. Data Driven Instruction Model: Doral Inc. has the philosophy that their schools should meet the needs of the community in which they are located and the students they serve. Thus, DAI will use results on student interim and summative assessments to make data-driven decisions for the benefit of the student.

Doral Academy Inc. provides support in best practices in implementing this curriculum model. The support provided by Doral Inc. includes, but is not limited to: a standards aligned curriculum; developing school-specific course scope and sequences based on local community needs and designed to increase buy-in of teachers and leadership; Arts Integration instructional strategies and methods; a Data Driven Instructional model; Positive Behavioral Support; support in starting a new school; and staff training. With this support, DAI's Governing Body and Principal, are provided the freedom to plan their own course scope and sequences and select the type(s) of art-form (instructional strategies) that will be implemented in the school. This model allows DAI to best meet the needs of its unique community while simultaneously being able to draw expert support to ensure student success.

Awards and Distinctions

The Doral Academy Inc. curriculum model has been highly successful in the opening of six schools in Florida and seven schools in Nevada. In recent years, two Doral Florida middle schools, Doral Academy Charter Middle School and Doral Academy of Technology, were named National Blue Ribbon Schools in 2015 and 2017 respectively. Additionally, a Doral Florida high

school, Doral Performing Arts & Entertainment Academy, was named a National Blue Ribbon School in 2014. Nevada Doral schools also distinguish themselves. In 2018, the first year that the State of Nevada reported charter school performance by individual school as opposed to at the charter-holder level, two Doral schools, Doral Academy Red Rock Elementary School and Doral Academy Cactus Middle School, were ranked in the top ten schools statewide in their grade bands for their performance in the first full year of the revised Nevada School Performance Framework. Local parents are also pleased with the network's performance, with Doral Academy of Nevada receiving the Gold Medal recognition as the best charter school in southern Nevada in the 2018 annual Best of Las Vegas program run by the *Las Vegas Review Journal*.¹¹

These successes at the elementary and middle school levels are harbingers of the plaudits received by the established Doral high schools that are fed by these programs¹². Two of the Doral Academy High Schools in Florida have been consistently ranked as one of the nation's top schools. Doral Academy Charter High School, Florida continues to be ranked as one of the nation's top high schools according to US News & World Reports.¹³ Fifty three percent (53%) of their population qualifies for Free and Reduced Lunch and ninety four percent (94%) are minorities. Doral Performing Arts and Entertainment Academy continues to be ranked as one of the nation's top high schools according to US News & World Reports. Fifty one percent (51%) of their population qualifies for FRL and ninety one percent (91%) are minorities. Please see [F2 – Doral Academy Network Data](#), for additional information.

Additional distinctions awarded to the Doral Academy network include, but are not limited to, the following:

- Named one of the top high schools in the nation according to Newsweek in 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, and 2008.
- Named one of the top high schools according to the Washington Post in 2016, 2015, 2014, 2013, 2012, 2011, 2010, and 2009.
- Named one of the top 500 schools in the nation for eight consecutive years according to US News and World Reports 2008-2016.
- Named one of the top high schools in the country by the Daily Beast since 2012-2013.
- Named #1 school by Florida Trend Magazine 2017
- NCUST Silver Award Winner 2017

¹¹ Las Vegas Review Journal. "Best of Las Vegas" [website]. URL: <https://bestoflasvegas.com/listing/best-charter-school/>; last accessed August 2019.

¹² The Doral Nevada high school program began operation with a 9th grade in 2016-17 and is growing by a grade per year. It will not graduate its first class until 2020. Consequently, the program is too new for a graduation rate or other key indicators of high school quality to be publicly reported.

¹³ U.S. News & World Report. *Education – Best High Schools – Florida – Districts – Miami-Dade County*. "Doral Academy Charter High School" [website]. URL: <https://www.usnews.com/education/best-high-schools/florida/districts/miami-dade-county-public-schools/doral-academy-charter-high-school-4892>; last accessed June 2019.

Alignment to Standards

DAI's ELA and Math curriculum is aligned with the Idaho Content Standards (ICS). As stated above, DAI will work with the Principal, once hired, as well as Doral Academy, Inc., to align the Science, Social Studies, and all other content curriculums to the ICS. These standards provide a consistent, clear understanding of what pupils are expected to learn at each grade level. The framework will be taught using arts integration strategies and methods aligned with the core content overviewed below:

English Language Arts

Through carefully designed differentiated literacy instruction, DAI's ELA instruction will follow the ICS for English/Literacy in practices consisting of the following:

- Building a strong reading foundation
- Accessing complex text
- Finding and using text evidence
- Engaging in collaborative conversations
- Writing for different genres

Using a rich range of diverse print and digital media, DAI's elementary reading series, *Wonders*, provides the instructional support and materials necessary to teach the rigor, intent, and depth needed to fulfill and extend students' literacy learning. For students in the middle school grades, the school will utilize the SpringBoard Curriculum. We envision our teachers building on this content with engaging lessons that, among other things, integrate the arts into the study of language. For example, one exciting lesson developed by Doral's partner, the Kennedy Center, is entitled "Adjective Monster." This lesson begins with a read-aloud of the children's book *Go Away Big Green Monster* and brief direct instruction, using examples from the text, explaining what an adjective is and how it is used to describe an emotion or an element of someone's appearance. Students then brainstorm a list of adjectives to describe monsters as a group. After each student selects a favorite adjective to describe a monster, they design their own monster reflecting that adjective using geometric shapes and construction paper while the teacher circulates both to monitor for on-task behavior and to check for understanding. The lesson culminates in a gallery walk where students have the opportunity to explain their monsters and their favorite adjectives.

Pursuant to Idaho Admin. Code r. 08.02.01.103.02.a., students in elementary school will also receive instruction in handwriting consistent with the Idaho Content Standards for English Language Arts/Literacy: Literacy in History/Social Studies, Science, Technical Subjects, and Handwriting.¹⁴

Mathematics

DAI will follow the ICS for Mathematics. The following practices are embedded throughout the school's mathematics curriculum:

¹⁴ IDAPA 08.02.01.103.02.a. (March 2014)

- Make sense of problems and persevere in solving them.
- Reason abstractly and quantitatively.
- Construct viable arguments and critique the reasoning of others.
- Model with mathematics.
- Use appropriate tools strategically.
- Attend to precision.
- Look for and make use of structure.
- Look for and express regularity in repeated reasoning.

These mathematical practices are utilized along with DAI's core elementary mathematics program, *Investigations*, to deepen the students' knowledge in arithmetic, basic facts, but most importantly, mathematical thinking, conceptual understanding, and reasoning. Arts integration in mathematics will take many forms. One potential early elementary exploration, expanding on a Kennedy Center lesson for the early elementary years, builds on the third grade standard 3.OA.D.9., "[i]dentify arithmetic patterns (including patterns in the addition table or multiplication table), and explain them using properties of operations," has students study A-B patterns and more complex patterns in both the arts and in mathematics. Through this exploration, students will learn new applications of the words pattern and repetition, recognize AB patterns and more complex patterns in nature and manmade objects or material, construct an AB pattern and more complex patterns using small manipulatives, practice AB patterns and more complex patterns using simple items found in the classroom, and participate in a group activity that reinforces the AB pattern and more complex patterns. For students in middle school grades, the school will utilize the SpringBoard Curriculum.

While the curriculums for Science and Social Studies have not been completely vetted to ensure their alignment to ICS at this time, DAI believes that the curricula for both subjects will similarly mirror the following:

Science

Science instruction revolves around hands-on experiences through the guidance of the Next Generation Science Standards (NGSS) and the ICS. Science instruction will use FOSS kits as well as teacher created units. The FOSS Program bridges research and practice by providing tools and strategies to engage our students in enduring experiences that lead to deeper understanding of the natural and designed worlds. The hands-on approach of FOSS is also particularly aligned with DAI's approach to arts integration. As noted above, science staff will supplement the FOSS modules with staff-selected content and staff-developed activities to provide greater depth and coverage in some areas of the NGSS. School-based supplements also provide the opportunity for faculty to delve deeper into arts integration in the sciences. For example, one Doral school in Nevada has created model content in the area of earth science wherein early middle school students learn a "continental drift dance" as part of their initial exposure to plate tectonics. This is part of a school-created supplement to the middle school FOSS Earth Science Course which serves to provide more explicit content on the subject of continental drift, consistent with ESS2-MS-3, the ICS/NGSS standard which expects students to

“[a]nalyze and interpret data on the distribution of fossils and rocks, continental shapes, and seafloor structures to provide evidence of the past plate motions.”

Social Studies

Social Studies instruction provides foundational skills that are key to building communication, collaboration, and critical thinking. Following the ICS, teachers will create units and utilize the 21st Century Skills to teach students how to make informed and reasoned decisions for the public good as citizens of a culturally diverse, democratic society in an interdependent world. As with science, there are myriad opportunities for arts integration and to select and customize content to our local context, including content offered by our Kennedy Center partner. For example, ICS Social Studies standard 4.SS.1.3.1 requires that fourth grade students be able to “[i]dentify the five federally recognized American Indian tribes in Idaho: Coeur d’Alene, Kootenai, Shoshone-Bannock, Nez Perce, and Shoshone-Paiute Tribes and current reservation lands,” while ICS Social Studies standard 4.SS.1.3.2 sets forth the expectation that students be able to “[d]iscuss how Idaho’s tribes interacted with and impacted existing and newly arriving people.” In addition to teacher-created content that will address this standard, our Kennedy Center partner has developed a lesson, “Lewis and Clark: Prized Possessions,” which integrates the arts with social studies content to give students insight into both the experience of the first western explorers to enter Idaho, the role played by a local Lemhi Shoshone woman, Sacajawea, and one particular aspect of her culture at the time of contact. In grades K-5, Social Studies Standards will be taught through Thematic Units. In Middle School Grades, students will take Social Studies courses.

Scope and Sequence/Pacing Guide and Curriculum Selection

The faculty of the school will develop a scope and sequence or pacing guide for each course. DAI will receive support in Professional Development for setting this process up through the Doral Academy, Inc. affiliation. This tool serves as the basis for lesson plan development to ensure that all benchmarks are addressed in a timely manner. The scope and sequence, or pacing guide, will largely be aligned to the basal text. Teachers will develop and/or provide additional resources such as novels of varying genres, as may be necessary, to teach benchmarks not adequately addressed in the basal text. The faculty of the school will also develop a reading and mathematics instructional focus calendar to provide a framework which enables all faculty and support staff to simultaneously address the same standards. As teachers plan both as grade level cohorts and individually in their classrooms, they will make sure to identify:

1. The overall goal of the Lesson/Unit;
2. What students will understand as a result; and
3. Measurable objective that align with the a) content strand(s) and b) art strand

Particularly in the area of science and social studies, curriculum adoption is driven by several factors, including elementary and middle school teacher content familiarity and the desire to foster creativity and ensure deep teacher ownership in these content areas versus a taking a more prescriptive textbook approach which may take away from the sense of ownership of these subject areas. Additionally, we have a deep desire to provide more hands-on activities

and encourage our teachers to develop units that are not only rigorous, but also relevant to student context (e.g. units that connect to Idaho in some way); and growing teacher comfort with and proficiency in arts integration strategies in science and social studies in out years (beyond year 3). Consequently, we intend to seek teacher and leadership voice and input in both core and supplemental resources in science and social studies through the scope and sequence process and the refinement of scopes and sequences in subsequent years versus pursuing exclusive adoptions of textbooks in these subject areas.

Common Board Configuration

Teachers will implement the Common Board Configuration (CBC), which provides a uniform structured itinerary strategically located in the identical location in each classroom. The CBC helps pupils adapt to instructional routines and procedures. CBC includes: bellwork, the Essential Question (EQ), the measurable objective, activities, and homework. Please see Table 1 below:

Table 1: Common Board Configuration Example	
Date: April 12 th , 2018	Vocabulary: Adjective
Bell Ringer: Review definition of Education Philosophy	Agenda: 1. Bell Ringer 2. Review "Educational Philosophy" 3. Introduce "CBC" 4. Think, Pair, Share 5. Etc.
Benchmarks: Demonstrate an understanding of Common Board Configuration	
Objective: I can... describe what a Common Board Configuration is.	
Essential Question: What is the Common Board Configuration?	Summarizing Activity: Questions and Answers Homework: Write a 1-page paper on the CBC

Electives

Kindergarten-5th Grade Electives

The goal of the K-5 electives is to provide students exposure to many different genres of the arts. The students will be on a rotating schedule to experience these throughout the year. In year one of operation the school may not be able to provide all of these electives, however, as the school expands enrollment, DAI will work to offer all of these specials/electives to provide optimal exposure to its students. The electives are as follows in **Table 2** below:

Table 2: Elementary (K-5) Electives			
Music	Visual and Performing Arts	World Languages	Other Electives
• Music • Violin	• Art • Dance • Media Arts • Theatre	• Spanish	• Technology

6th-8th Grade Electives

DAI understands the importance of offering a high quality selection of electives to enrich the curriculum and provide an attractive alternative as a viable school of choice.¹⁵ DAI will maximize options for electives by having middle school teachers lead at least one elective addition to their core classes. Proposed electives are demonstrated in **Table 3** below:

Table 3: Middle (6-8) Electives			
Music	Visual and Performing Arts	World Languages	Other Electives
- Beginning Band - Advanced Band - Beginning Chorus - Advanced Chorus - Guitar	- Art - Introduction to Media Technology - Media Production - Theatre	Beginning Spanish 1 (8th Grade for High School Credit)	- Leadership - Office Aide

As DAI grows, the school plans to incorporate these or similar programs, based on student interest, school resources and state requirements. The guiding principle will be that electives are selected to reinforce school goals for arts exposure and integration.

Integrating the Arts Instructional Strategies

Arts Instructional Strategies and Methods are the best practices utilized to teach the curriculum fusing an art form within the learning process. The process of integrating the arts is a multi-tiered process that takes several years. Following the model of Doral Inc. and working with the Kennedy Center of Performing Arts, DAI will use the same process to integrate Arts Instructional Strategies and Methods to teach the standards aligned curriculum.

DAI will implement two school-wide Arts Instructional Strategies and Methods each year. All staff will receive professional development on these strategies. The school only selects two so that they can be taught with validity, and so that students can learn to produce the outcomes of the methods comprehensively. All staff will implement these strategies and methods throughout their core curriculum. Each year the school will add additional school-wide strategies to broaden their toolbox of Arts Instructional Strategies. DAI will also start with one core curriculum area to focus on Arts Integrations strategies and each year add another core curriculum area. The following will be the process of integrating the arts in the first three years of operation:

Table 4: Arts Instructional Strategies 3-Year Integration			
Year of Operation	Focus	Genre	Strategies
Year 1	ELA	Drama	Tableau On/Off
Year 2	ELA	Drama	ABA Actor's Toolbox

¹⁵ In DAI's first year, the 6th grade will operate as a self-contained elementary classroom. By DAI's second year of operation, the 6th and 7th grades will be departmentalized and operate as a middle school.

Year 3	Math/Science	Dance	Moving Through Math- Grouping Game and Patterns
<i>*By year three of operation, all teachers will have six arts integrated instructional strategies to utilize. The school will continue this process of adding a new strategy each year. The Arts Integration Coach will be the "Keeper of the Strategies;" they will make sure that new teachers that join the staff receive professional development in the school-wide strategies.</i>			

Deeper Level Thinking Skills

Planning, enacting, and reflecting upon the creations developed from the arts integration methods are essential aspects to developing deeper level thinking skills. Integration of the visual arts, along with engaging drama and dance activities, support the refinement of reading skills that facilitate the deeper level thinking and enhanced comprehension skills that are embedded throughout the ICS:

- Developing Sensory Images: Use multiple senses to create mental images when reading by visualizing the setting, characters, and action of the text, creating a mental movie.
- Inferring: Draw conclusion and make interpretations based on information provided, but not specifically stated, reading between the lines.
- Analyze: The ability to identify and analyze literary elements.
- Synthesis: Take information from what they have read, combine it with prior knowledge, and create something new.

Year One

Tableau

Students represent people, places and things using their bodies. In Tableau, students work together to create a frozen group "picture" to communicate content in any subject. (Example: Human Slide Show-several tableau's to show a sequence of a story, beginning-middle and end, cause and effect, etc.).

1. Students can make a tableau about anything that is being studied.
2. Tableau groups shouldn't be larger than three – five students.
3. Designated each group's rehearsal space and the presentation space.
4. Short timeframes work best. Challenge students to create their tableaux in three-five minutes.
5. All students rehearse at once. It's important that each student begin in NEUTRAL. Both feet on the floor, standing tall, arms at side, and focus on a point in the distance.
6. Count students in as they move from neutral to tableau, 5-4-3-2-1-tableau.
7. Challenge students to hold their tableau, staying completely frozen from five to ten seconds.

In this arts integration approach, students will be involved in actively and socially learning. Students in small groups will read a written text often combined with a visual text. The group needs to make sense of their information and show their comprehension of the text through specific choices made, making a tableau. A tableau is a frozen picture the students act out or make with their bodies. The students must justify through a verbal response how they are

representing the written text. They must explain what they understood from the text and the choices they made in creating that frozen picture. A tableau is a tangible representation of what they are comprehending. If the students are not comprehending the passage they read correctly, the teacher will prompt them to go back to the text and try again.

The strength of this process is that they must work collaboratively and cooperatively in a group. This is engaging because they are working in a social setting and have to put on a “performance.” Students are willing to go back and fix their answers. Through this reiteration process the students go through, the students gain a deeper level thinking process and greater understanding which is aligned to the skills in the ICS.

On-Off

In the drama exercise On-Off, students are given the verbal command to position themselves as “On” or “Off”.

- OFF: When students are prompted “off,” they will stand in NEUTRAL next to their desks or in a circle facing out, hands at sides, faces neutral as if they have been switched OFF.
- ON: Students are prompted with a vocabulary word or topic from any subject the class is studying. For example, when studying Social Studies the teacher may say “Regal Leader, ON” or when studying Mathematics the teacher may prompt “Equilateral triangle ON.” Students FREEZE in the shape of the desired vocabulary word or topic until prompted to return to OFF.

Students will be asked to explain their “on” positioning, and deconstruct why they chose to represent their vocabulary word or topic in the manner they did. Student’s explanations guided by teacher questioning will teach high level thinking skills.

Year Two

ABA Form and Movement

The difference between movement and dance is similar to the difference between an essay and poem-the difference between the literal and the figurative. Dance in the classroom is a useful tool when students are to express their complex ideas or feelings. (Example: Each student creates a movement of their vocabulary word or character).

Students can begin to create dances with a beginning, middle, and end by using the simple ABA form (also used in Music):

- Beginning: Section A - Tableau
- Middle: Section B - Movement
- End: Section A - Ends with return to the same Tableau

Planning, enacting and reflecting upon Tableau work, in addition to an engaging drama activity, addresses many reading comprehension skills:

- Developing Sensory Images: Use multiple senses to create mental images when reading by visualizing the setting, characters, and action of the text, creating a mental movie.

- Inferring: Draw conclusion and make interpretations based on information provided, but not specifically stated, reading between the lines.
- Synthesis: Take information from what they have read, combine it with prior knowledge, and create something new the Dance.

Acting Right-Building a Cooperative, Social, and Kinesthetic Community

Acting Right takes the foundation elements of acting such as concentration, cooperation, and collaboration and created a structured process, which can become the basis for effective classroom management. The components include the following:

- The Actor's Toolbox
- The Concentration Circle
- The Cooperation Challenge
- One-Minute Challenge

Character Interview

Students in the role of reporters interview students who answer the questions in the role they represent. For example, reporters interview departing pioneers in St. Louis to discover why they are going west and what they hope to find.

Role-Play

In role-play, students are invited to explore situations as if they were someone else. When in role, students respond as that person would think, feel, and speak, expressing attitudes and points of view in response to questions, situations, relationships and problems to be solved. Role Play builds student understanding of an empathy for people throughout history, scientist, math thinkers, and characters in literature. Students should be encouraged to fully research characters prior to the role-play. Below is an example of a Doral student prepping for their performance as Harriet Tubman, the students had to write an in depth report and then “act” it out.

Image 1: Role-Play Example



Year Three

Right Brain Observational Tool (RBOT)

Students practice the skills of careful observation and detailed description. RBOT can be adapted for use with visual content (photographs, charts, illustrations, artworks) as well as with performing arts (audio and video). Students are encouraged to delay inference in order to consider multiple possible meanings.

- Step 1: Observe-Share the image or sample, asking students to observe in silence for one minute (or the length of the sample).
- Step 2: Students describe what they see or notice in the image or sample, using the sentence stem “my eyes see...”, “my ears hear...”
- Step 3: Wonder-Students wonder about multiple meanings, possible inferences or content.

Dance is Best

Students represent, ideas, feelings, and content through movement. They come to understand that dance and movement can be tools of expression. They will use the basic elements of Best to explore, and to create, and finally to abstract movement. (Examples include demonstrating beats and patterns).

Body – Parts of the body plus Loco motor and Non-Loce motor Movements

Energy – How is the body moving

Space/Shape – Big, small, Levels 1-10

Time – Tempo, Rhythm, Speeds

Other Innovative Strategies

Through the Doral affiliation agreement, DAI will work extensively with artists from the Kennedy Center to develop additional content modules based on our particular context and needs that are beyond those that the Kennedy Center has previously created and disseminated through its ArtsEdge program. The following are two examples of collaborations that the Doral system has engaged in the past and will seek to build upon in the development of Doral Academy of Idaho:

- Artist: Marcia Daft
Project: Moving Through Math-Grouping Game and Patterns
When students are involved in Moving Through Math, they experience math concepts visually aurally, spatially, kinesthetically, verbally, and socially. This allow for a wide degree of differentiation among students as they have the opportunity to experience math concepts through a variety of learning modalities.
- Artist: Melanie Rick
Project: Reading Portraits as Biographies: Observe. Infer. Inquire
Portraits are often viewed as a mere depiction of a person when in actuality they can be read as biographies that communicate significant information about a person’s life. The

training focuses on observing portraits, discussing portraits, interpreting portraits, and inquiring about portraits.

Additionally, DAI will seek to hire teachers with an interest, appreciation, and/or background in the visual or performing arts. Teachers will be encouraged to utilize those skills to further integrate the arts into their own classrooms. For example, if a second grade teacher is hired who has a background in playing the guitar, they may implement music and song throughout their lessons in addition to the school-wide instructional strategies.

Since Arts Integration is about the process, each lesson or unit will highlight the Objective (Content and Arts), Process, Product, and Reflection. In most elementary school classes, lesson and units will have at least two components: 1) The applicable standard, and 2) How it will be demonstrated through arts integration. (This starts in year one).

In Middle School, the students will complete a semester long Arts Integration project in their ELA course. Though this project will be mostly facilitated in their ELA course, the project will have cross-curriculum elements and each core curriculum teacher will spend time addressing those elements for the students to add to their projects. (This starts in year one).

The Administrative Team will attend the annual national Kennedy Center Changing Education Through the Arts (CETA) Conference in Washington D.C. as well as relevant regional conferences focused on arts integration.

Additional Research-Based Instructional Strategies

Moreover, teachers will also implement other research-based instructional strategies including but not limited to:

- Differentiated Instruction – DAI's ultimate goal is to provide a learning environment that will maximize the potential for student success. Teachers will use differentiated instruction strategies that connect with individual student's learning needs. Teachers will manage instructional time to meet the standards while providing motivating, challenging, and meaningful experiences for students to receive and process information in ways that require differentiation of experience.
- Scaffolding - Teachers will identify the current developmental skills of individual students based on assessments and provide support structures to help students move to the next level. As the year goes on, the student becomes more adept at skills and at directing his or her learning, and becomes more autonomous.
- Inquiry-Based Learning - Based on the scientific method, this student-centered strategy will require students to conduct investigations independent of the teacher, unless otherwise directed or guided through the process of discovery. Teachers will use this strategy in developing critical thinking and problem solving skills.
- Project-based learning (PBL): PBL integrates knowing and doing. Students learn knowledge and elements of the core curriculum, but also apply what they know to solve authentic problems and produce results that matter. Though PBL, teachers will engage

students in DAI projects where students can take advantage of digital tools to produce high quality, collaborative products.

- Information Processing Strategies - Teaching students "how to" process information is a key factor in teaching students how to strategically organize, store, retrieve, and apply information presented. Such strategies will include memorization, reciprocal teaching, graphic organizers, scaffolding, or webbing.
- Other High Yield Instructional Strategies: According to "Classroom Instruction that Works: *Research-based Strategies for Increasing Student Achievement*" by Robert Marzano, the following strategies are highly effective:
 - Cooperative Learning - Teachers should limit use of ability groups, keep groups small, apply strategy consistently and systematically and assign roles and responsibilities in groups.
 - Identifying similarities and differences - Students should compare, classify, and create metaphors, analogies and non-linguistic or graphic representations.
 - Summarizing and Note Taking - Students should learn to eliminate unnecessary information, substitute some information, keep important information, write / rewrite, and analyze information. Students should be encouraged to put some information into own words.
 - Nonlinguistic Representations - Students should create graphic representations, models, mental pictures, drawings, pictographs, and participate in kinesthetic (hands-on) activities in order to assimilate knowledge. (Also an arts integration strategy).
 - Generating and Testing Hypothesis - Students should generate, explain, test and defend hypotheses using both inductive and deductive strategies through problem solving, history investigation, invention, experimental inquiry, and decision-making.

Data Methods and Systems

Assessing DAI's educational effectiveness is essential to ongoing growth in excellence for individual students as well as in regards to developing our school-wide model to truly be responsive to our students' needs. In order to have a holistic approach to assessment, multiple school level assessments, both formative and summative, will be utilized to measure specific learning outcomes. Other of forms of assessment and data collection will include the ISATs. DAI will participate in all federal and state required assessment programs as directed by the Idaho Department of Education (IDE), following all required policies and procedures with regard to administration of tests and standardized practices. DAI will administer whichever assessments are chosen to be utilized within the State's accountability system, should they change in the future. In addition to the data collected from the statewide assessment program, DAI will monitor academic growth of individual students, cohorts of students, and the progress of the school as a whole.

DAI's administration will select commercially available assessments that best fit the needs of their students. DAI administration will also purchase a commercially available standardized instrument (universal screener) based on recommendations from the IDE and Doral Inc. Though

it is not yet finalized, DAI is likely to utilize the following assessments for benchmark assessments:

- STAR Reading Benchmark Assessments (Grades 3-8)
- STAR Math Benchmark Assessments (Grades 6-8)
- i-READY Math Assessment (Grades 3-5)

Teachers will also create pre-post assessments and implement portfolio assessments to regularly monitor students in their classrooms.

Strategies for Serving Special Populations

At-Risk

In accordance, with Idaho Administrative Code, DAI defines “at-risk” as “any secondary student grade six through twelve (6-12) who meets any three (3) of the following criteria:”¹⁶

- Has repeated at least one (1) grade.
- Has absenteeism that is greater than ten percent (10%) during the preceding semester.
- Has an overall grade point average that is less than 1.5 (4.0 scale) prior to enrolling in an alternative secondary program.
- Has failed one (1) or more academic subjects in the past year.
- Is below proficient, based on local criteria or standardized tests, or both.
- Is two (2) or more credits per year behind the rate required to graduate or for grade promotion.
- Has attended three (3) or more schools within the previous two (2) years, not including dual enrollment.
- Has documented or pattern of substance abuse.
- Is pregnant or a parent.
- Is an emancipated youth or unaccompanied youth.
- Is a previous dropout.
- Has serious personal, emotional, or medical issue(s)
- Has a court or agency referral.
- Demonstrates behavior that is detrimental to their academic progress.

DAI’s highly involved system of data assessment, monitoring, and Response to Intervention (RtI) model will ensure that all at-risk students are identified and supported to ensure that all students have the opportunity to be academically successful.

Special Education

As a public charter school, admission to DAI will have no exclusionary component, and special education students will be encouraged to enroll in the same manner as non-special education students are recruited. All of our recruitment materials will be tailored to address the concerns of students with disabilities and their parents. Once enrolled, students with special education needs will be included in the school’s regular education and extracurricular environment to the

¹⁶ IDAPA 08.02.03.110.01 (June 2019)

extent that such participation is consistent with each special education student's individualized education program (IEP). In all cases, the school will conduct special education as it is outlined for each individual special education student in his/her IEP. The charter school will convene IEP review meetings in order to review and revise IEPs as appropriate. The school always will attempt to place the special education student to the maximum extent appropriate in a learning environment with both his/her disabled and non-disabled peers, in accordance with the student's IEP.

As part of the school's registration process (after the student has been accepted in lottery), parents will be asked if the student has an IEP. If the parent marks "Yes" a Pop-up window requests the parent to provide the student's current IEP and any other relevant documents. In addition, the school registrar will request special education records from each student's previous school to ensure that current documentation is received in the event the parent is unable to provide this documentation or does not disclose the student's disability status for whatever reason. The paperwork is collected and a caseload spreadsheet of all enrolling students with special education eligibility is created. Parents will also be requested to turn in 504s, but the school will also take proactive steps to request such records on behalf of all students immediately following the receipt of a records transfer form from the parent. All students will be assessed using DAI's universal progress monitoring. Analysis of the progress monitoring will allow the school to begin to identify students who may need additional support. Students will then be scheduled into classes based on need (e.g. - intervention classes).

Middle School

Students who develop academic or behavior problems in middle school will be routed into a Response to Intervention (RtI) process to provide intervention, collect data, and progress monitor. For example, a student who develops a mental health issue will be put into a Check-In/Check-Out program. The program includes daily progress monitoring sheets. A mentor will meet with the student at least three times daily and additional time may be added if necessary. The daily progress monitoring sheet which is point-based can be used to track improvement in behavior and/or anxiety. Students with academic problems can be scheduled into intervention classes in an area of need. After-school tutoring programs can also help students gain lacking academic skills. While federal law requires that IEPs include secondary transition services plans by the age of 16, students who will turn 16 during the effective period of their IEP should also have a transition plan created to ensure that those services are provided once they reach the required age. DAI's Professional Development will include the area of Transition so that appropriate transition services and goals can be provided in such cases, notwithstanding the possibility that the student's receiving high school may choose to consult with the student and the parent on modifications to the transition plan once the student graduates from DAI's eighth grade and enters high school.

Over-Identification

Students who are inappropriately placed in special education will be identified by progress monitoring on a routine weekly basis through their IEP goals. Students also take quarterly universal progress monitoring assessments that all students in the school are given. The special

education teacher will complete a monthly analysis of data to determine if students are meeting their goals. If students are meeting their behavior and/or academic goals and progress monitoring is showing growth, the IEP team can meet to discuss the exit of students who are no longer showing academic or behavioral needs.

If the school has a student who needs transitioning out of special education, the IEP team may transition the student out by revising the IEP to provide consultation services during the reevaluation period. If the team determines that student no longer needs an IEP, said student will be referred to the school psychologist who, with parental permission, will reevaluate the student. The IEP team will then meet to determine if a student is still eligible in the eligibility category or does not meet eligibility.

Continuum of Services

The continuum of services offered by the charter school begins in regular education classes. All students are given a universal progress monitoring assessment monthly. The school analyzes the data. Each quarter the school meets as a team during "Data Day" which allows the school to discuss children scoring in the bottom 15% or another cut score as determined by the school. Students who score in the bottom 15% and students who are failing are discussed. The staff brainstorms different interventions that may help the student gain academically or behaviorally. In general education, intervention periods are scheduled in daily to provide instructional level academics to all students. In addition, after school tutoring clubs and blended online learning programs, provide instructional level interventions.

If the student is still not showing progress on the universal progress monitoring, the student will enter into an RtI program. During RtI, a goal is written in the deficit academic area, the student is provided with additional interventions, and the student has weekly progress monitoring related to the goal. The data is graphed and analyzed every 6-8 points. If the student's graphed line is not moving toward the grade level trend line, then instruction becomes more intensive by increasing the amount of time in intervention, increasing the number of sessions in intervention, or changing the teaching method. If, after 12-16 data points, the student's graph still shows a lack of progress, the student will be referred to special education team. Consistent with Federal law and guidance, a parent may also request a comprehensive evaluation at any time, including prior to commencement of or during the RtI process.

Once the evaluations are complete, the team will reconvene to discuss the results of the evaluation and determine eligibility for special education. The school will provide a copy of the eligibility report, along with copies of all evaluations to the parents. The conference may convene without the parent under the following conditions: (1) the parent waives his or her responsibility to attend, or (2) the parent has neglected to respond to three documented communication efforts.

Once this conference is completed, the team will develop an Individualized Education Program (IEP), determining what special education or related services will benefit the child.

An IEP will be completed describing the special services, and the parent or guardian will sign a Consent for Special Education Form. Once this process has been completed and the team, including the parents, is in complete agreement with the provisions of the IEP, the IEP will be signed and services will begin immediately.

IEP Yearly Reviews

Once a year, or more frequently if necessary, there will be a team conference, that includes the individuals described in §300.344, and other qualified professionals, regarding each child on an IEP. During this conference, team members will discuss the progression toward annual goals and objectives, develop new goals and objectives, and determine whether the child's special needs can continue to be appropriately met through the current educational placement. To initiate such a conference, the special education teacher will send home a Prior Written Notice accompanied by a Notice to Conference Form. As with the initial IEP meeting guidelines, the special education teacher must give the parent a number of opportunities to participate and document at least three attempts to establish communication prior to holding an IEP meeting without the parent.

Three-year Reevaluations

Reevaluations will be conducted in accordance with the procedures outlined above regarding initial evaluations if conditions warrant a reevaluation or if the child's parent or teacher requests an evaluation. They will occur at least once every three years. An IEP meeting will follow to develop new goals and objectives. IEP teams cannot exit or deny students from services based on reevaluations finding that a student no longer meets initial eligibility criteria. The School Leader and the special education staff will maintain exceptional records, and proper measures will be taken to ensure that they are kept confidential pursuant to applicable laws and regulations. These procedures include but are not limited to allowing parents the right to inspect any files pertaining to their child, maintaining a record of all parties gaining access to exceptional files, amendment of records at parent request, parental consent, procedural safeguards, destruction of data, children's rights, and providing a free appropriate public education (FAPE).

Least Restrictive Environment

Consistent with the principle of least restricted environment, most students who are determined to be eligible for special education services would first receive support in regular education with supplementary aides and services and progress monitoring would continue. If the student showed no academic growth, a resource room would be added. A Resource Room could then be added up to 50% of the day to provide the necessary interventions to show academic growth.

Students with severe intellectual disabilities also can benefit from combining inclusion with a resource room. In the regular education classroom, using peer assisted learning and online programs can help the student remain with typical peers and receive intensive instructional level instruction.

Students with severe emotional disabilities also can benefit from combining inclusion with a resource room. In addition, a Check-In/Check-Out system is very effective for students with emotional needs. A mentor is assigned to the student and the student has a daily progress monitoring sheet which goes home daily. The student's parent bridges their behavior at school to privileges at home. Depending on the student's needs, the mentor will check in with student at least three times a day, though more can be done if needed. Furthermore, the school counselor can help the family with locating appropriate community support.

Depending on the nature of and severity of the disability, other placement models outside of the approach discussed above may be determined to be more appropriate to the needs of the student. As a local education agency, the charter school could explore contracting for a change in setting in a manner consistent with Idaho Department of Education procedures or bringing in other resources to meet the student's needs.

Staffing

DAI's administration team will recruit highly qualified special education teachers through multiple means. They will use job recruiting websites such as Teachers to Teachers and DAI's administration will attend and recruit teachers at Teacher Fairs in several states. Teachers who are not certified in Idaho will apply for teacher certification. All related service personnel including speech and language therapists and school psychologists will be certified in the State of Idaho or they have to apply for a license before they are hired.

Staff Development

DAI will schedule Professional Development (PD) days into their yearly calendar. PD will be offered in the areas of intensive interventions and research validated methods addressing the unique needs of students with disabilities. Additionally, the special education teachers, the special education facilitators, and the related service personnel (eg. SLP and OT) will be in communication with teachers providing instructional information on how to modify the curriculum and address the unique needs of students with disabilities on a weekly basis as service is provided.

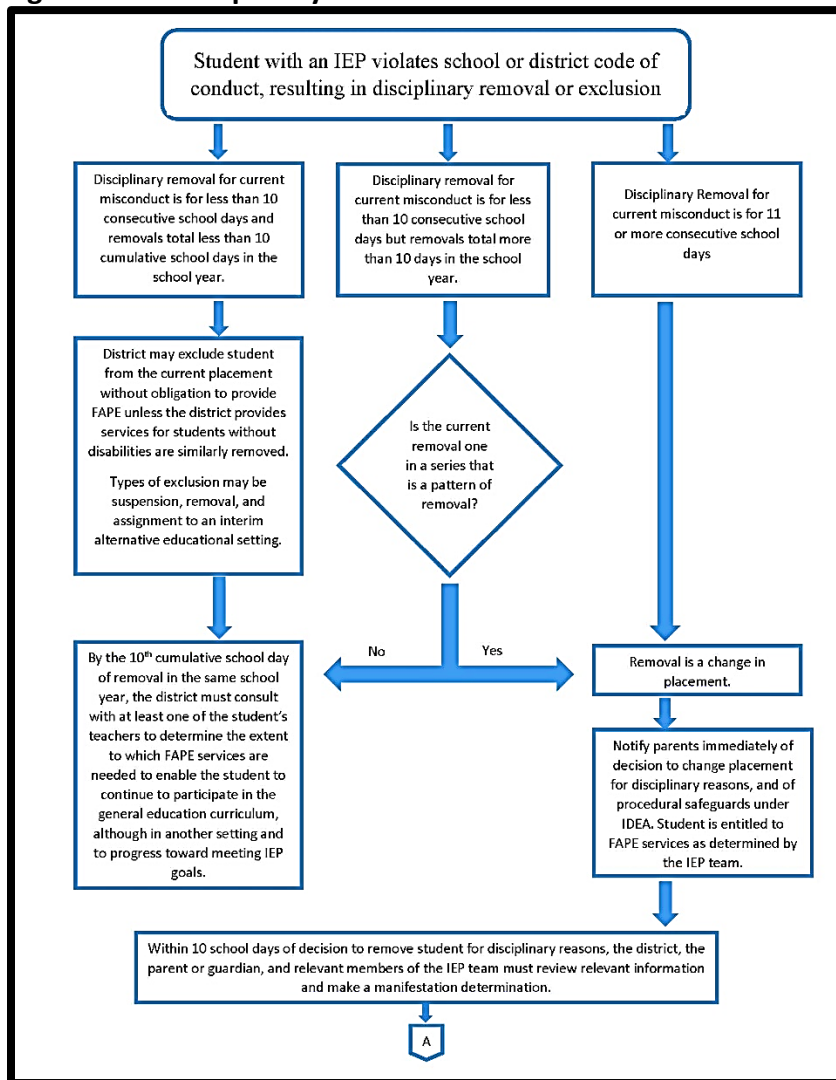
Discipline

The rights of students with disabilities are protected by following the IDEA flow chart below. If a student with disability has a discipline problem, the administration contacts the parent for a parent meeting. If the student is suspended, all school work may be picked up daily by the parent and returned so that student's grades are not affected. Alternately, the school can provide the work by other means. If necessary, a teacher will provide service in the home setting or the student will receive alternative instruction in an after school program.

The IEP team will also meet after 5 suspensions to complete a manifestation determination IEP meeting. The team will brainstorm other services and community resources that may benefit the student to prevent further behavior disruptions. A Functional Behavior Assessment (FBA) will be completed and the team will reconvene to write a Behavioral Intervention Plan (BIP). The team may also request a Behavior Therapist to help in the process.

If the student has reoccurring events that result in further suspension, the team will meet after nine suspensions and complete a change of placement. The administration will contact the parent for a parent meeting. Each time a student is suspended, all school work may be picked up daily by the parent and returned so that student's grades are not affected or other arrangements may be made to ensure access to assignments. Again, if necessary, a teacher will provide service in the home setting or the student will have alternative instruction in an after school program. Please see **Image 2¹⁷** below:

Image 2: IDEA Disciplinary Procedures for Students With Disabilities



Monitoring

DAI's special education programs comply with all federal and state laws. The role of the special education facilitator is a complete compliance review on all IEPs before and after the IEP meetings. In addition, a review of the confidential folder will be completed monthly on all

¹⁷ Bateman, David F. & Bateman, C. Fred. *A Principal's Guide to Special Education, 3rd Edition*. Council For Exceptional Children. Arlington. (2014).

confidential folders. Special education facilitators check annual and three-year dates weekly to make sure all meetings are held on time.

Special education teacher's complete progress monitoring on a weekly basis to evaluate for student growth and success. If a student shows no academic growth, a resource room is added. A resource Room can be added up to 50% of the day to provide the necessary interventions to show academic growth. If a student shows academic growth, then said student will be provided a less restrictive placement with support. As the student successfully progresses towards full time in the general education curriculum, direct support services can be implemented by the special education teacher in the regular education classroom with supplementary aides and services until they receive consultation services. Quarterly progress reports are sent home. Progress reports are also sent home more frequently as determined by an IEP team. Student grades are also monitored weekly to see academic growth. If students are not receiving enough support determined by weekly progress monitoring and grade checks then the IEP is revised.

Once students are in middle school, a daily monitoring sheet will be used and includes looking at direct instruction participation, classwork participation, homework turn-in, and citizenship. Each teacher signs the student out of class. Special Education teachers check students out at the end of the day. Copies of the form go home with the students for parents to sign. Special education teachers keep a copy and the student returns the signed copy the next day when they pick up their new folder.

Special education facilitators will help to monitor the academic and behavioral growth of students with disabilities in order to ensure that student needs are being met. Adjustments to a student's instructional programs are made accordingly through the collaboration with the SPED team (teachers, administration, and SPED Facilitators) and progress monitoring.

Parental Involvement

All DAI staff will follow all IDEA procedures when implementing appropriate programs related to IEP evaluations/re-evaluations by phoning parents to set up meetings and then following with two prior written notices.

Check-In/Check-Out systems and progress monitoring reports are sent home on a predetermined frequency: daily or weekly. Quarterly progress reports and report cards are mandatory universal grade reports. Special education teachers and related staff are expected to have frequent communication with parents with students with emotional and or behavioral needs.

In this digital age, teachers even text back and forth with a parent through the day if necessary to give them updates if a parent requests to be informed. In addition, the school uses an online program and websites where they post all school events and homework assignments.

English Language Learners

Identification

DAI will identify the primary language of students upon enrollment. The process is as follows:

- All newly-enrolled students are provided an A Home Language Survey (HLS) is included in the enrollment packet.
- Based on the answers provided to the questions in the HLS, student records will be requested from the student's last school/school district. Students without a WIDA Placement will be given a placement test.
- All student screening and evaluation will use the assessment framework adopted by the State of Idaho, the World-Class Instructional Design and Assessment's (WIDA) Assessing Comprehension and Communication in English State to State for English Language Learners (ACCESS). DAI will initially administer the WIDA-ACCESS Placement Test (W-APT), an English language proficiency "screener" test given to incoming students who may be designated as English language learners. It assists educators with programmatic placement decisions such as identification and placement of ELLs."¹⁸ The W-APT screener for English proficiency will take place in the first 30 days of school.

Placement

For students Classified as Non-English or Limited English Proficient who are coded as non-English or limited English proficient as a result of the initial assessment, the following steps will be completed within the mandated timelines:

1. Classify students who are eligible for English Language Learner (ELL) services as Non-English or Limited English proficient. The students eligible for ELL services.
2. Prepare a Parent Notification Letter if a student qualifies for ELL services. Once the parent receives the letter, they may choose to receive ELL instructional services. If the parent or guardian refuses ELL instructional services, the school will meet with the parent or guardian to ensure that the parent or guardian understands what is being waived. Parents or guardians may only waive ELL instructional services – not testing. The school will document the parent conference and place a copy of the waiver in the cumulative student folder.
3. As stated above, students will be evaluated with the World-Class Instructional Design and Assessment's Assessing Comprehension and Communication in English State to State for English Language Learners (WIDA-ACCESS) assessment, which is based on a six tier scoring system. Students will receive an English Language Proficiency Level on a scale of 1-6 (1-Entering, 2-Emerging, 3-Developing, 4-Expanding, 5-Bridging, 6-Reaching). Teachers will utilize the score report to better differentiate instruction to meet the needs of each student.
4. Once students are assessed, the Principal will ensure that eligible students are provided appropriate ELL services. In addition, Principals or designees will ensure that ELL students and their parents or guardians are aware of school activities and other

¹⁸ WIDA. Assess. *Kindergarten W-APT*. [website] URL: <https://wida.wisc.edu/assess/kwapt>; last accessed June 2019.

opportunities at the school in a language they understand. Students who are eligible for ELL services will receive these services until it is determined, through reevaluation procedures, that they possess adequate English language and academic skills to allow them to perform satisfactorily in general education classes without special instructional considerations.

Staffing

DAI's ELL services may be coordinated through a teacher with an ENL-7126 endorsement who will, at least initially, be administering ELL identification and support services in conjunction with his or her role as a classroom teacher. DAI's Board and Principal may also decide to contract for these services through duly-certified, ENL-7126 endorsed contractors that administer ELL assessments and support ongoing monitoring of ELL students.

DAI will offer an evidenced-based ELL Program such as the Content-Based Model. The goals of all of the program will be to: (1) help ELL students achieve comprehension, speaking, reading, and writing competence in the English language; (2) enable students to achieve and maintain grade level status; and (3) enable students to meet graduation standards. The Sheltered Content-Based ESL Instruction Model is an integrated content language approach. The goal of the Sheltered Content-Based Instruction Model is for ELL students to develop English language skills in content classes.¹⁹

The goal of the content-based approach is the acquisition of English and grade level academics so that the ELL student can succeed in an English-only classroom. This approach has the following features:

- All instruction is done in English;
- When possible, the child's primary language is used to clarify instruction;
- English is taught through reading, language arts, math, science, and social studies;
- A strong English language development (ELD) component is included in every lesson;
- The acquisition of English takes place in a structured, non-threatening environment in which students feel comfortable taking risks; and
- Controlled vocabulary is included while students gradually acquire the necessary language skills to succeed academically and become lifelong learners.

Monitoring

DAI will progress monitor ELL students as with all students on a regular basis using data to track their progress. In addition, ELL students will be reassessed every year to determine whether the pupil's proficiency in English is fluent and whether they are able to succeed in courses of study that are taught only in English. The school will monitor all reclassified students for a minimum of two years after they have met language proficiency.

¹⁹ Dong, Yu Ren. (2005). Educating language learners: getting at the content. Educational Leadership, 62(4), Retrieved from <http://www.ascd.org/publications/educational-leadership/dec04/vol62/num04/Getting-at-the-Content.aspx>; last accessed June 2019.

The Principal will ensure appropriate policies are followed. As with non-ELL students, ELL students may be retained. In the case of ELL students, the Principal will ensure that ELL students are not retained based solely on the student's inability to perform in the English language. In making a determination of whether an ELL student should be retained, the Principal will ensure that careful consideration is given to the range of services and options available prior to making the decision to retain a student. Response to Instruction (RtI) data should be used to assist the principal in making retention decisions regarding an ELL student.

Adjustments or changes to the student's educational program may be necessary in order to avoid retention. As with non-ELL students, retention concerns should be ongoing throughout the year. If the decision is made to retain an ELL student, the principal will ensure that the student receives different services during the year following the retention.

ELL students be reassessed every year to determine whether the pupil's proficiency in English is fluent and they are able to succeed in courses of study that are taught only in English. The student must be given the test Accessing Comprehension and Communication in English State-to-State for English Language Learners (ACCESS for ELLs) every year until the student exits the ELL program. Parents or guardians of LEP children do not have the option of withdrawing their student from participating in the ACCESS for ELLs.

DAI may reclassify an ELL student only if the school administers the ACCESS for ELLs to assess the pupil's proficiency to comprehend, speak, read, and write English. Afterward, the pupil will obtain a score on the examination that is equal to or greater than a score for a person who is fluent in speaking, reading and writing English, as established by the publisher of the examination.

The school will monitor any students reclassified as English proficient who have not yet met exit criteria. The school will ensure that reclassified students are appropriately placed in general education classes and DAI will monitor a student reclassified as fluent-English proficient, but who has not yet met exit criteria, for no less than two years. The purpose of this monitoring is to ensure that the students have no grades below a "C" in any academic class and are no longer in need of language acquisition assistance.

The monitoring from the school will include periodic contact with the student's teacher(s) to ascertain student progress. The school will also review the student's report card annually to review the student's attendance, academic and citizenship grades. To be considered academically successful, a student should have no grades below a "C" in English, reading, math, science, or social studies.

The ELL monitoring process information should be included in any RtI interventions that are determined by the school. Specific consideration for language proficiency must be taken into consideration in planning specific interventions for the student. If, as a result of monitoring, evidence indicates that the student is not successful in English-only classes and needs further language acquisition assistance, the school will administer the initial assessment test to

ascertain the student's current English proficiency. A meeting will be held with the student's parents or guardians and the student will be considered for reinstatement into the ELL program, into an academic remediation program, or the student will remain in English-only classes. The school will continue to monitor the student for language and academic progress. If the student is determined to be academically unsuccessful, the school and the appropriate teachers will seek out other services for the student in order to address any academic deficiencies. Prior to making any changes, the principal or designee will meet with the parents or guardians to discuss the recommended changes.

Parental Involvement

Principals or designees will ensure that ELL students and their parents or guardian are aware of school activities and other opportunities at the school in a language they understand. Parent outreach for ELL families will be conducted in a manner and format that is meaningful and accessible to the parent. In some instances, for example, written documents may be inaccessible to parents with limited literacy in their primary home language. Such families will need to be contacted verbally at a time and in a place that is conducive to their involvement and attention (e.g. at home versus when they're working and could face discipline for using a personal phone).

Homeless/Migrant

Identification

DAI will identify students and families in need of homeless/migrant services for new students by including a space for identifying homeless/migrant student status in the initial enrollment of a student. Additionally, because students can become children in transition at any point, DAI will identify existing students in need of homeless/migrant student services through counselor/teacher referrals and proactive communications with parents and families about available supports. Misidentification will be avoided by making sure staff involved in registration of new students understand the differences between families who have a difficult time pulling together all materials required and/or requested for enrollment: birth certificates, immunization records, previous school records, home address etc., and those families who lack this information due to their homeless/migrant status.

To assist in identification, DAI will follow the broadly defined definition of homeless as set forth in Section 330 of the Public Health Service Act (42 U.S.C., 254b), Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (P.L. 111-22, Section 1003), remaining cognizant of the evolving and complex nature of defining homelessness.

The term "homeless" or "homeless individual" includes:

- An individual who lacks a fixed, regular, adequate nighttime residence;
- An individual who has primary nighttime residence in a supervised, publicly or privately operated shelter for the accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);

- An individual who sleeps in a public or private place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings (e.g., cars, parks, motels, campgrounds, undeveloped state or federal lands);
- Children living with a parent in a domestic violence shelter;
- An individual who is, out of necessity, living with relatives or friends due to lack of housing;
- Runaway children (under 18 years of age) and children and youths who have been abandoned or forced out of the home by parents or other caretakers, or such youth (between 1 and 20 years of age) who may still be eligible for educational services who: temporarily reside in shelters awaiting assistance from social service agencies; live alone on the street or move from place to place between family members, friends, or acquaintances; and children of migrant families who lack adequate housing.

Gifted/Talented

Identification

In accordance with Idaho Code §33-2001, gifted/talented students are those students “who are identified as possessing demonstrated or potential abilities that give evidence of high performing capabilities in intellectual, creative, specific academic or leadership areas, or ability in the performing or visual arts and who require services or activities not ordinarily provided by the school in order to fully develop such capabilities.”²⁰

DAI will identify and meet the needs of gifted and talented students, in accordance with Idaho Code §33-2003. In determining the eligibility of a pupil for the gifted and talented program of instruction, the GATE Team (comprised of classroom relevant teachers and administration) may use alternative assessment procedures for a pupil from another culture, a pupil who is environmentally or economically deprived or a pupil who has a disability. The conclusions of the GATE Team concerning the eligibility of the pupil for the gifted and talented program of instruction will be based upon an assessment of the talent, cognitive abilities or academic achievement of the pupil. Unless the pupil’s individualized educational program otherwise provides, a pupil who is gifted and talented must participate in not less than 150 minutes of differentiated educational activities each week during the school year.

A range of service delivery options will be available to meet each gifted and talented student’s special needs based on the student’s Gifted and Talented Educational Plan (GTEP) and will be provided with administrative support to assure adequate funds for materials and professional development.

Plan Development

Once a student has been referred to the gifted and talented program, the gifted and talented teacher will notify the student’s parent, teachers, and school psychologist. The school psychologist at DAI will fill out the appropriate forms and send home a written notice to inform the parents for the initial assessment for the gifted and talented program. Parents will sign

²⁰ Idaho Code §33-2001.

consent to evaluate. The School Psychologist will administer appropriate cognitive assessments. The Gifted and Talented Eligibility Statement form will be used to determine eligibility in the gifted and talented program.

Parents will be considered partners with the schools in developing, reviewing, and revising the gifted plan for their child. The role of parents in developing such plans will include:

- Providing critical information regarding the strengths of their child;
- Expressing their concerns for enhancing the education of their child;
- Participating in discussions about the child's needs;

The team considers the following during development, review, and revision of the gifted plan:

- The strengths of the student and the needs resulting from the student's giftedness
- The results of recent evaluations, including class work and state or district assessments
- In the case of an ELL student the language needs of the student in relation the gifted plan.
- The plan for each student will be individualized, measurable, and observable.

Implementation

The gifted plan will be implemented immediately following the meeting and will be made accessible to each of the student's teachers who are responsible for the implementation. Each teacher of the student will be notified of specific responsibilities related to implementing the student's gifted plan.

Services and Instructional Strategies

The school will offer various services to meet the needs of the gifted and talented student. These services may include but are not limited to: Specialized gifted and talented courses, Acceleration, Ability grouping, Modifications of content through differentiated curriculum, Career exploration and goal setting integrated into the curriculum, Curriculum compacting, Enrichment, Social skills development and/or counseling, and Real-world immersion activities (i.e. as science and social studies fairs, exhibits, academic competitions, mentoring).

Curriculum will be vertically and horizontally enriching, providing those students who have mastered the grade-level Idaho Content Standards and DAI-offered opportunities for acceleration. Curriculum for gifted and talented students will include a wealth of opportunities for extended learning beyond the classroom.

Evaluations

The team shall consider the strengths of the student and needs resulting from the student's giftedness and the results of recent evaluations, including class work and state assessments. In the case of a student with limited English proficiency, the language needs of the student as they relate to the IEP, will be considered when reviewing and revising the plan.

DAI will offer various services to meet the needs of the gifted and talented student based on the gifted plan. These services may include but are not limited to:

- Elementary School (K-5) Gifted Program -
 - Acceleration: (e.g. enrichment, world immersion activities (i.e. as science and social studies fairs, music and art exhibits, academic competitions, mentoring, career exploration and goal setting integrated into the curriculum);
 - Differentiation: (e.g. curriculum compacting, modifications of content through differentiated curriculum); and
 - Ability grouping: (e.g. specialized gifted and talented courses, real social skills development and/or counseling).
- Middle School (6-8) Gifted Program - DAI will offer accelerated (gifted) content area courses (Mathematics, Science, Social Studies, and/or English Language Arts) and/or State-approved middle school gifted elective courses. All of the students in the gifted and talented course are eligible for gifted and talented services and the teacher is endorsed to teach gifted and talented students or on an approved waiver to complete the gifted and talented endorsement.

Enrichment Opportunities

Similar to the gifted plan, there will be a variety of enrichment opportunities that will be available to students performing at or above grade level as part of DAI's comprehensive strategy to ensure that all students are making accelerated academic progress these include but are not limited to:

- Acceleration: (e.g. enrichment, world immersion activities (i.e. as science and social studies fairs, music and art exhibits, academic competitions, mentoring, career exploration and goal setting integrated into the curriculum);
- Differentiation: (e.g. curriculum compacting, modifications of content through differentiated curriculum); and
- Ability grouping: (e.g. specialized gifted and talented courses, real social skills development and/or counseling).
- Extended Learning Opportunities- Afterschool enrichment programs and clubs. All students will be included in the data driven instruction model (Data Methods and Systems) to ensure that all students are making academic progress even those who are performing at or above grade level.

Promotion/Retention

DAI is also committed to ensuring fair and equitable promotion and retention of our students in alignment with DAI's mission. Using real-time data from frequent assessment results, DAI will provide the necessary individual, classroom and/or school-wide intervention programs. The Data Team and along with teacher referrals will determine which students may need additional targeted interventions which include: requiring students to attend specific targeted tutoring, Early-Bird, during school, or afterschool; providing for supplemental intervention programs and support within the respective reading, math, science classrooms through academic coaching, lesson modeling, computerized intervention programs and pull out services (as needed).

Parents of students who are in need of interventions (individual or other) will be notified throughout the process. The teachers will work with students and families to accommodate schedules. Additionally, the Data Team will identify students that may need to be part of the RtI (Response to Intervention) process. If the Data Team and Classroom teacher should identify a struggling student that may be in need of retention, they will be referred to Pupil Promotion/Retention Team by the end of the first semester.

The Pupil Promotion/Retention Team may be comprised of a member of the administrative team, current teacher, next year's teacher, and special education teacher (if applicable). Administration is responsible for identifying the appropriate members of the team. The school will identify benchmarks and procedures for promotion at each grade level. Students who meet or exceed the benchmarks determined by the school will be promoted to the next grade level. Data to be considered may include attendance, state assessments, school and curriculum-based assessments, classroom observations, parent and teacher surveys, and classroom grades and work samples.

The Pupil Promotion/Retention Team will review the data and make a recommendation or promotion to the next grade level or retention. The Team will then meet with the parent/guardian to discuss the data, recommendation, and social emotional concerns, and the options for their student. The team along with the parent will make a decision to promote or retain the student. DAI will comply with State and Federal laws regarding the students with disabilities and IDEA in the case of students who are twice exceptions, e.g. they are both Gifted and Talented and they have an IEP.

Professional Development Plan

DAI understands the importance of ensuring a high quality, committed, and consistent staff of teachers and leaders. The school develops and reviews specific personnel policies to support its goals and to ensure fairness and compliance with state and federal law.

DAI will support the professional development needs of all professional staff by subsidizing college classes, facilitating the attainment of continuing education credits, and offering on-site trainings. Staff members will participate in school- initiated and other relevant and necessary workshops for professional development. A member of the administrative team will oversee, coordinate, assist and monitor the staff development process. Teachers will attend relevant local and national conferences and serve as trainer to the remainder of the staff upon return to DAI. The professional development offered to teachers will align with student achievement data, curriculum, instructional personnel needs, School Improvement Plans, and annual school reports.

Prior to the opening of DAI, professional development will be offered. At that time the administrator and identified school leaders (department chairs) will receive professional development in DAI's Mission, Vision, and in fundamental components of Arts Integration. This training will be led by Doral Academy, Inc. instructional leaders. In the train the trainer model, the Nevada instructional leaders will be able to provide training and support to the teaching

faculty at DAI. All DAI faculty will receive one to two weeks (at minimum) of on-site professional development prior to the inaugural school year.

Each school year, DAI's Principal will assess the faculty's professional development needs by surveying faculty and reviewing data for trends that could be addressed through appropriate professional development. This survey will be used to prioritize on-going professional development. DAI will provide, at minimum, professional development training in the following areas: DAI's Mission and Vision; Opening of School Procedures; Data Driven Decision Making; Positive Behavioral Support; Serving Exceptional and Educationally Disadvantaged Students; Differentiated Instruction; Technology; and Safety and Security. Additionally, the staff will receive professional development on applicable State, Federal, and all applicable laws, regulations, and policies. (Safety Training, OSHA Requirements, Blood Borne Pathogens, etc).

DAI will provide annual professional development to aide in the curriculum delivery, specific to the school's mission and vision including, but not limited to:

- Arts-Integration Instructional Methods – DAI will receive PD on two school-wide Arts Instructional Strategies/Methods annually. The school only selects two methods so they will be taught with validity²¹, and students can learn to produce the outcomes of the methods comprehensively.

Table 5: Professional Development Sample		
Year of Operation	Genre	Strategies
Year One	Drama	Tableau On/Off
Year Two	Drama	ABA Actor's Toolbox
Year Three	Dance	Moving Through Math-Grouping Game and Patterns

Additionally, teachers will receive professional development on other instructional best practices based on their needs identified in the survey, including but not limited to: Scaffolding, Inquiry Based Learning, Project Based Learning, Cooperative Learning, Teacher Modeling, Group Practice, Modeled Writing, Learning Strategies, etc.

- Opening of Schools Policies and Procedures Training – All personnel will participate in policy and procedures training (conducted by Principal and Lead Staff);
- DAI's Mission, Vision, and Educational Philosophy
- Data-Driven Decision Making – An interactive workshop to teach faculty how to use specific performance indicators to identify student needs and target instruction;
- Curriculum Implementation by Grade Level/Subject/Specialty – Teachers will participate in school-wide and grade level/department training throughout the school year related

²¹ Phased implementation of Arts Integration strategies also allows for the development of in-house expertise by DAI faculty. For instance, if a trainer from the Kennedy Center trains faculty members in Tableau and On/Off in Year One, a trained faculty member can train any new faculty hires in these strategies in Year Two, while also learning two new strategies taught by an outside Arts Integration expert.

to curriculum implementation. These include but are not limited to: Horizontal and Vertical Team Planning, Textbook Training, etc.

- Serving Exceptional and Educationally Disadvantaged Students – Teachers will receive professional development on working with students with special needs. This will include, but is not limited to: Differentiated Instruction for at risk learners, Special Education Students, and Gifted and Talented Students; Sheltered Instruction Content Model for ELL students. WIDA Screening and Assessment professional development will be provided to identify faculty. Based on the student population and faculty survey, additional training may be offered to support the needs of the student body;
- Differentiated Instruction – Teaches faculty how to differentiate and individualize instruction in order to create effective targeted instructional lesson and tutoring to increase student achievement and maximize instructional time;
- Positive Behavioral Support – This training will ensure that teachers have the necessary strategies to implement classroom intervention strategies (Tier 1-3);
- Check-In/Check-Out – This training will instruct teachers on the Check-In/Check-Out Mentoring System.
- Technology – Teachers will participate in hands-on technology workshops to learn how to intergrade technology into the classroom. The purpose is to ensure schools are growing with technology to ensure students and teachers are prepared for the expectations of the 21st century and national technology standards; and
- Safety and Security – This training will include: daily safety procedures, the school safety plan, and Crisis Prevention Institute trainings (CPI). Safety trainings, such as blood borne pathogens, will be offered to meet Occupational Safety and Health Administration (OSHA) requirements.

Evaluations

In line with best practices, the Principal should administer reviews/evaluations of teachers and staff members annually. The Principal will help each staff member to develop a professional development plan and set goals that support the school's mission and goals. The Principal is expected to facilitate best practices in teacher development, such as establishing procedures and expectations for peer and coaching observations as well as developing mentoring teams.

The Principal will also observe the staff in day-to-day activities to determine strengths and areas of deficiency, and if necessary, the appropriate remediation. The Principal's goal is to provide regular performance feedback to staff members including but not limited to, constructive remediation, problem-solving support, and recognition for exemplary performance, formal and informal evaluations.

All employees will be observed on an ongoing basis by the Principal, using both formal and informal observations. Formal observations may include a pre-observation conference as well as a post-observation feedback session. First and second year teachers will have at least two formal observations per year. All teachers will have at least one formal observation per year.

Formal Evaluations - First Year Employees, Alternative Teacher Certification and Induction

For all first year employees and any teacher who has not received their Professional Teacher Certification, there shall be two formal reviews (one in each semester of the school year). This includes employees in the state's Alternative Teacher Licensure program. The formal evaluation will review the employee's self-assessment, job description, areas of responsibility, areas of improvement, progress toward goals, and plan for improvement. The formal evaluation shall include a plan for completing the requirement for the Professional Teacher Certification (if appropriate) and documenting any concerns. At that time, the Principal may inform the employee and report to the Board of Directors whether the school intends to continue employment for the subsequent school year. Results of the formal evaluation will be put in writing, signed by employee and Principal, and copies placed in the employee's professional portfolio and personnel file.

Formal Evaluations - Returning Employees

For returning staff members, there shall be a minimum of one formal review six months after the start of the year. The formal evaluation will provide an opportunity to review progress toward the employee's professional development plan and goals. In addition, the employee may provide feedback to the Principal on the Principal's job performance. At that time, the Principal may inform the employee and report to the Board of Directors whether the school intends to continue employment for the subsequent school year. Results of the formal evaluation will be put in writing, signed by employee and Principal, and copies placed in the employee's personal portfolio and employment file.

Response to Observations and Evaluation Findings

All employees shall have the right to make written objections to the observations or review finding within one week of receipt by stating areas of disagreement. These objections will be attached to the observation and/or evaluation and kept in the employee's personnel file.

II. FINANCIAL & FACILITIES PLANS

Fiscal Philosophy and Spending Priorities

The Doral Academy of Idaho (DAI) governing board will oversee all aspects of the fiscal management of the school and are dedicated to providing an enhanced educational experience by furnishing students with an academically challenging and personally meaningful learning environment with an emphasis on arts integration. The charter school budget will serve as the financial plan of operation for the charter school and will include estimates and purpose of expenditures for a given period and the proposed means of financing the estimated expenditures. DAI will provide the budget and budget documents in accordance with the rules and regulations as specified by the Idaho Department of Education on an annual basis.

The governing body recognizes its responsibility to establish an unreserved fund balance in an amount sufficient to:

- Protect the charter school from unnecessary borrowing in order to meet cash- flow needs;
- Provide prudent reserves to meet unexpected emergencies and protect against catastrophic events;
- Meet the uncertainties of state and federal funding; and
- Help ensure a charter school credit rating that would qualify the charter school for lower interest costs.

In determining an appropriate unreserved fund balance, the governing body will consider a variety of factors with potential impact on the charter school's budget including:

- The predictability and volatility of its expenditures;
- The availability of resources in other funds;
- The potential drain upon general fund resources from other funds;
- Liquidity; and
- Designations

Doral Academy of Idaho has presented a fiscally conservative budget for their first 3 years of operation as well as a breakeven budget for their first year of operation in case student enrollment comes in lower than expected. Doral Academy of Idaho's largest fixed costs are salaries & benefits with categories such as educational program items, technology, furniture, and supplies fluctuating with student enrollment. This is no surprise as the largest fixed cost is the most important; in order to successfully implement an educational program, being able to hire/retain dedicated school staff is top priority.

Utilizing Academica's standing relationship with the lending institution Vectra Bank will allow Doral Academy of Idaho to lease all their furniture, fixtures, equipment, and curriculum in the first year of the school over a 48-month period. The lease will include a 5% residual purchase option at the end of the 48 months or an early purchase option in the 45th month for a 6% residual. The proposed campus will likely enter into this lease agreement in their first year of

operation. Doral Academy of Idaho budgets \$1,000 per student to outfit the entire school in its first year of operation at a 5% interest rate over 4 years. The budget reflects projected FFE costs for the first three years of operation, these projected totals are divided into the three equipment categories: curriculum, technology, & furniture/fixtures.

Transportation and Food Service Plans

Doral Academy of Idaho will look to provide transportation to and from school and will contract out the service in its first few years. The budget has been based on rates given by Brown Bus Company (BBC), a well-established bus transportation company that provides school bus transportation to various Idaho schools. The budget reflects the transportation allowance of 60% of the projected transportation expenses. The transportation expenses are assumed at \$325 per route per day, for 180 school days; utilizing one route for the first two years of operation, increasing to two routes in the third year of operation. Once established, the Doral Academy of Idaho governing board will seek the appropriate bids for a bus transportation provider in compliance with Idaho Code.

As outlined in [Section IV. Student Demand and Primary Attendance Area](#) of this application, Doral Academy of Idaho projects that 37% of the student population will qualify for free and reduced lunch. Standard kitchen equipment is factored into the amount of the anticipated building space and may include up to an oven, warming cabinet, double door refrigerator, and single door freezer. These items are included in the schools anticipated FFE lease mentioned in more detail in the subsection above. Additional start-up expenses may include food thermometers, a prep table, oven mitts, single use gloves, and other kitchen supplies. Administrative costs are minimal and may include a date-stamp, envelopes, and mailing stamps. The school is looking into several options on how best implement the National School Lunch Program (NSLP) for its campus. The school has reached out to other charter schools in the area on what they are doing for to provide lunches. Based on our conversations with these schools, the school plans to contact local restaurants recommended by other charters schools to provide lunches that meet the requirements of the NSLP. As the school grows, the school is looking to purchase a facility with a kitchen and looking into implementing the program in house eventually. The school will administer the application process for all free and reduced-price meals and will submit claims for reimbursement to the state. The budget assumes that meals will be paid for by students not eligible for these programs. The amount of \$6,000 per year has been budgeted in Year 1 – 3 for any potential overages or one-time costs associated with providing food services. The operating costs associated with this expense are based on experience with similarly sized schools in the Boise area.

Financial Management and Monitoring Plan

As outlined in [Section III. Board Capacity and Governance Structure](#) of this application, the governing board will be the ultimate policy-making body with the responsibility of operation and oversight of the school including academic direction, curriculum, and budgetary functions. The auditors, accountants, and educational management company retained by the governing board, will work as a team to develop financial statements and accounting reporting templates to ensure compliance with the state and federal reporting guidelines.

As outlined in [Section V. School Leadership & Management](#) of this application, Doral Academy of Idaho will contract with Academica Idaho, an Educational Service Provider whose services to Doral Academy of Idaho shall include, but may not be limited to, the following:

- Identification, design, and procurement of facilities and equipment
- Staffing recommendations and human resource coordination
- Regulatory compliance and state reporting
- Legal and corporate upkeep
- Public relations and marketing
- The maintenance of the books and records of the charter school
- Bookkeeping, budgeting and financial forecasting

For the services of Academica Idaho, an annual fee per student as structured below will be charged to Doral Academy of Idaho. As outlined in [Section IV. Student Demand and Primary Attendance Area](#) of this application, an early relationship with Academica Idaho allows Doral Academy of Idaho to have some financial flexibility during its initial growth phase. The budget presented includes an Academica Fee schedule of the following:

Student Count		Fee	
175 or Less	\$	-	
176 - 225	\$	10,000.00	Flat Fee
226 - 325	\$	75.00	per student
326 - 425	\$	150.00	per student
426 - 525	\$	225.00	per student
526 - 624	\$	300.00	per student
625 or more	\$	450.00	per student

Academica will also provide Doral Academy of Idaho with a \$25,000 start-up loan for operational expenses in their first year of operation. This loan will be a non-recourse loan at an interest rate of 5% over 36 months. There will also not be any prepayment penalty on the loan.

Under the supervision of the Board Treasurer, and in conjunction with the school's audit firm, Academica Idaho will be responsible for the school's bookkeeping, financial reporting, and financial liability. The school principal will supervise the day-to-day cash collections at the school. The governing body, through the Board Treasurer, will receive and accept financial reports that include monthly bank statement reconciliations, estimates of expenditures for the general fund in comparison to budget appropriations, actual receipts in comparison to budget estimates and the charter school's overall cash condition. Supplementary reports on other funds or accounts will be furnished upon request of the governing body or administrator. Appropriate staff will be available at any governing body meeting, upon the governing body's request, to respond to questions and to present current financial information. The

administrator will notify the governing body at any time of substantial deviations in the anticipated revenues and/or expenditures.

The campus principal will be responsible for assuring budget allocations are observed and the total expenditures do not exceed the amount allocated in the budget. The governing board will look to outsource payroll processes to a 3rd party vendor. Preparation of payroll, including time schedules and payroll periods, will be done in accordance with each employee's agreement with the governing body. Employee health, accident, dental, and other types of insurance will be provided as outlined in the agreements. Mandatory payroll deductions will be withheld as required by state and federal law. The person designated to draw all orders for the payment of monies belonging to the charter school is the principal, and the principal will work closely with Academica Idaho. All claims for payment from charter school funds are processed by Academica Idaho in conformance with charter school procedures. Payments are authorized against invoices properly supported by approved purchase orders with properly submitted vouchers approved by the governing body.

Doral Academy of Idaho intends to adopt and comply with the Idaho Financial Accounting Reporting Management System (IFARMS), developed by the Idaho Department of Education. The function of charter school purchasing is to serve the educational program by providing the necessary supplies, equipment, and services. The governing body will appoint the purchasing agent. He/She will be responsible for developing and administering the charter school's purchasing program. Any officer or member of the governing body may incur no obligation unless that expenditure has been authorized in the budget or by governing body action and/or governing body policy. In all cases, calling for the expenditure of charter school money, except payrolls, a requisition and purchase order system must be used. Unless authorized by the administrator, no purchase will be authorized unless covered by an approved purchase order. No bills will be approved for payment unless purchases were made on approved orders. The administrator will review bills due and payable for the purchase of supplies and services to determine if they are within budget amounts. After appropriate administrative review, the administrator will direct payment of the just claims against the charter school. The administrator is responsible for the accuracy of all bills and vouchers.

As mentioned in [Section I. Educational Program](#) of this application, Doral Academy of Idaho ("Licensee") will enter into a Trademark License Agreement with Doral Academy, Inc. ("Licensor"). Doral Academy, Inc. grants Doral Academy of Idaho a non-exclusive, non-transferable, royalty-free license to use the trademark in connection with the development and establishment of the school of Doral Academy of Idaho in the State of Idaho. The budget reflects this agreement as the Doral Academy, Inc. Affiliation fee. This fee is 1% of state unrestricted revenue, half of which goes back to the school for Professional Development use and the other half going to Doral Academy, Inc. for its collaboration, accreditation, and support. The budget reflects only the Professional Development half of the expense in Doral Academy of Idaho's first few years of operation. The half of the fee that goes to Doral Academy, Inc. will be charged once Doral Academy of Idaho is able to financially sustain its cost. Please see [Appendix F8 – District Membership Agreement](#) for a draft of Doral's Affiliation Agreement.

Furthermore, DAI will evaluate its affiliation with Doral Academy, Inc. in three stages:

1. Beginning of school year – Goals will be established in alignment with the executed contract between Doral Academy of Idaho and Doral Academy, Inc.
2. Middle of school year - The Board will evaluate the services provided based on a rubric covering topics such as, but not limited to: Professional Development, Curriculum Support, Culture Training, Best Practices, etc.
3. End of school year – Final round of evaluations

Facilities Plan

DAI is continuing to actively search for facilities options within its target community. Based on its proposed enrollment configuration, the school's eventual facility need is no more than 40,000 square feet at full buildout by year 5 of the charter. It is important to note that DAI's enrollment plans assume a slow growth model starting approximately 200 students and expands by a grade per year with some modest adding of additional sections in existing grades.

The primary location DAI has identified is the Compass Charter School Campus located at 2511 W. Cherry Lane. The facility is currently for sale. The primary location is within DAI's target community and will meet the school's needs as it grows year over year until it reaches capacity. Listing price for the facility is \$4,500,000. The purchase price also includes all FF&E equipment wherein the school would only need to purchase a limited amount of furniture and equipment upon moving in.

The primary facility includes a 40,000 sf campus on 3.5 acres, which includes 24 classrooms (already outfitted with FFE), stand alone gym, cafeteria, commercial kitchen and outdoor playground. The primary location also includes large auditorium area (previously church sanctuary) wherein should the school need to build-out additional classrooms over time they would have the ability to do so. The primary location is also move-in ready related to municipal approvals needed to operate a public charter school. The school overtime will look to make tenant improvements primarily to the exterior of the facility to make it more inviting to school stakeholders.

If the school is unable to acquire the primary location the school can readily make do with a facility between 11,000 and 15,000 square feet during its first two years of operation. The school is in discussions with Legacy Life Church located at 1830 N. Linder Road, Meridian. The secondary location is located within the school's target community. The secondary location is located on approximately 12 acres, with 11 classrooms, administration offices, cafeteria area, commercial kitchen, a large outdoor playground area and large parking area. The school would work with its architect to ensure the building meets all facility codes necessary to operate a public charter school.

For further information regarding these facilities, please see [Appendix A5 - Facility Options](#).

The school is in discussions with groups such as Hawkins Companies, Turner Capital, and Building Hope among others, (see [Appendix F6 – Performance & Hawkins Letter of Support](#) for more information) about purchasing a facility and creating a long term lease with a purchase option that includes a stair step rent schedule that would allow the school to build up enrollment until it can afford a full rent payment. DAI is also currently in preliminary discussions with leaders from both sites which are subject to further development upon receipt of evidence of an approved charter. Until a charter is granted, a specific arrangement cannot be established. At this time, however, the founding team has begun steps that will facilitate the process once a charter has been awarded. Additionally, our preliminary exploration indicates that rent costs at either facility fall within the projected cost per square foot that we used to generate our budget assumptions for the facilities line item. For an example of what DAI's future lease agreement will entail, please see [Appendix F9 – Lease Agreement Example](#).

III. BOARD CAPACITY AND GOVERNANCE STRUCTURE

Governance Structure

The Doral Academy of Idaho (DAI) is organized exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. The governing board will be the ultimate policy-making body with the responsibility of operation and oversight of the school including academic direction, curriculum, and budgetary functions. The policies, procedures, powers, and duties by which the board will operate, including specific member powers, are detailed in the attached bylaws.

Board members will serve five-year terms, and board members may serve no more than two terms. Terms will be staggered so that no more than half of the board will be up for election in any one year, unless a vacancy needs to be filled.

The officers of the governing board will include a chair, vice chair, secretary, treasurer, and such other officers as the board will deem necessary to elect. The board will elect and appoint all officers at the annual meeting of the board. Officers will serve a one-year term and may serve consecutive terms in any office. The officer responsibilities are as follows:

- Board Chair – The chair will preside at all meetings of the board. The chair will possess the power to sign all certificates, contracts, or other instruments of the school that are approved by the board.
- Vice Chair - In the absence of the chair, or in the event of the chair's disability, inability, or refusal to act, the vice chair will perform all of the duties of the chair and will have all of the powers of the chair. The vice chair will have such other powers and perform such other duties as may be prescribed from time to time by the board or by the chair.
- Secretary- The secretary will keep the minutes of the board with the time and place of holding, whether regular or special and if special, how authorized, the notice thereof given, the name or names of those present at the board meetings and the proceedings thereof. The Secretary will give notice of all the meetings of the board required by law.
- Treasurer – The treasurer will have oversight responsibility and adequate and correct accounts of the properties and business transactions of the school, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses. The books of account will at all times be open to inspection by any board member. The treasurer will be charged with safeguarding the assets of school and he or she will sign financial documents on behalf of the school in accordance with the established policies of the school. He or she will have such other powers and perform such other duties as may be prescribed by the board from time to time.

The board will be composed of between five and nine members, as set or adjusted by the governing board. The bylaws state that the board will seek to maintain a membership that is representative of the community and possesses the breadth of knowledge and experience to effectively support and direct the operation of the school. To support this, the board will endeavor to maintain a membership which includes:

- At least two parents of enrolled students;

- An active or retired licensed educator;
- An individual with expertise in the areas of Accounting and/or Finance; and,
- An individual with expertise in the areas of Law and/or Human resources.

Any board member of the school may be removed by two-thirds of the members then in office, excluding the member at issue, whenever such removal would serve the best interests of the school. Any member may resign at any time and their resignation will be effective upon receipt by the Chair of a written communication.

Duties of Governing Board

As mentioned previously, the policies, procedures, powers, and duties by which the board will operate are detailed in the attached bylaws. A brief overview of those powers include:

- Ratify the school's mission and vision statements, and any modification thereof
- Establish and approve all major educational and operational policies
- Develop and approve an annual budget and financial plan
- Approve any management, operational, and service contracts
- Exercise continual oversight of the charter school's operations
- Select an independent accountant to perform an annual audit, and review and approve the audit report
- Hire and supervise an administrator who will oversee the day-to-day operations of the charter school

Additionally, Board members will:

- Understand the approved curriculum and agree with the educational philosophy, discipline policy, and administrative structure of the school
- Attend PTO meetings or events to show support and encouragement for the school
- Attend a yearly board retreat where the goals of the board are defined, and a board self-evaluation will be conducted to critique the performance of the board during the past year
- Participate in professional development trainings
- Know and abide by the Idaho Open Meetings Law for open meetings

DAI's bylaws state that the board may create by resolution an Academic Committee, a Governance Committee, a Financial Committee and one or more other committees, which may exercise such authority in the management of the school as provided in such resolution or in the school bylaws. Each committee created will consist of at least one board member and will include key stakeholders from the school community.

Independent Support

In order to provide additional and independent assistance in legal as well as financial matters, DAI's Governing Board of Directors has engaged with preliminary discussion with several firms and businesses.

Two local firms, which are best known for providing small school financial audits, as well as small non-profits and governments in general, are:

Zwygart, John & Associates
16130 North Merchant way #120
Nampa, ID 83687

and

Quest CPAs, PLLC
11501 Highway 95
Payette, ID 83661

These two firms have solid reputations in their aforementioned industry and are considerably less expensive than larger firms in the area.

For legal representation, DAI's is pursuing discussions with the following:

Chris Yorason
Yorgason Law Offices, PLLC
6200 N Meeker Place
Boise, ID 83713

Kenneth L. Mallea
Mallea Law Office
78 S.W. 5th Avenue, Suite 1
Meridian, Idaho 83642-2923

and

Amy White
Anderson, Julian & Hull, LLP
250 South 5th Street, #700
Boise, ID 83702

The search for these third party service providers is critical to the school's success. DAI's Governing Board understands that compliance with all legal requirements, including open meeting law requirements, and providing assurance to all stakeholders that the financial affairs of the school are correctly and honestly administered is vital to the success and sustainability of their school.

School Principal

The school principal, hired by the board, will be responsible for all aspects of day-to-day administration of the school within the scope of operating policies, procedures, and budgetary functions as adopted and approved by the governing board. The principal will delegate duties to administrative support staff to ensure that daily operations, resources, policies, and

procedures are being implemented in accordance with the school's mission. The principal will hire, oversee, and evaluate faculty and staff. The principal will make all school-based decisions, establishing and implementing procedures for the day-to-day operations of the school including procedures for curriculum and instruction, classroom management, faculty and staff evaluation, data analysis, testing, support services, parental communication, professional development, discipline, community outreach, oversight of facilities, and internal financial controls. The principal will report to the board on the school's operations and finances and is expected to communicate with the board as often as needed by the school or board members to ensure the school's operational needs are met. The governing board will conduct an evaluation of the school principal at mid-point through the year and at the end of the school year.

Teachers and Staff

All school personnel will report to the principal. The principal will determine the most appropriate staffing requirements and structure for the administrative office, who will report directly to the principal. Teachers and staff will be responsible for carrying out the procedures in their duties, activities, and interactions with students, teachers, and parents of the school.

Management Provider

DAI will be contracting with Academica as its Educational Service Provider, as detailed in [Section V. School Leadership & Management](#). Academica's services are designed to allow the Principal and the Governing Board to focus on day-to-day school operations. Academica's services include, but are not limited to:

- Assist the Board in creating budgets and financial forecasts;
- Assist the Board in preparing applications for grant funds;
- Monitor and assure Compliance with all state reports;
- Assist the Board in locating and securing a school facility;
- Maintain the financial books of the school;
- Assist with systems development;
- At the Board's direction, prepare agendas and post notices of all board meetings;
- Assist the Board in identifying and retaining an employee leasing company;
- Provide human resources related services such as dispute resolution and contract preparation and review and;
- Assist the Board in renewing the School's charter.

Board Member Qualifications

Doral Academy of Idaho's founding board consists of a diverse group of people that meets the experience and skills necessary to successfully oversee the school. The various qualifications and expertise as well as names of the various Board Members are listed below:

Carolyn Baird (Proposed Board Chair)

Accounting, Real Estate

CPA, Realtor

Jade Millington

Financial Management, CFO

Educational Software, CFO

Jennifer St. John

Education, Curriculum & Instruction

State of Idaho Teaching Certificate, K-8, Board Certified Behavior Analyst

Krystine Archer

Stay At Home Mom/Homemaker, Real Estate

DOC Drawer/Funder, Escrow Officer

Miquelle Crosland

Real Estate Agent, Stay at Home Mom, Educator

Realtor, Business Owner, ParaProfessional and Teacher

Transition Plan

Once the charter is approved the board will transition to its role as a governing entity. The board anticipates to be a working board prior to the school opening and will both govern and assist with operations since minimal staff will be in place. With the mission and vision in the forefront, the board will do anything and everything to help get the school off the ground, from seeking facilities to developing programs.

Once a principal is identified and hired, all management duties will be transferred to him or her. The board may still assist the principal until the school opens, but the goal is to transition away from operations. Systems will be developed to allow the board to effectively provide appropriate oversight, and the board will shift its focus to strategic issues and building the school's reputation.

DAI structured its founding committee with the governing board role in mind. None of our members are seeking employment at the school, and we all joined the committee because we are passionate about the school's mission and believe we bring an expertise to ensure the school is successful and to perform as guardians of the "public trust."

Board Member Recruitment and Training

As mentioned before, the board strives to maintain a governing board that possesses the breadth of knowledge and experience to effectively support and direct the operation of the school, as well as is representative of the school community. The bylaws outline that the board shall seek to have the following minimum board competencies:

- At least two parents of enrolled students;
- An active or retired licensed educator;
- An individual with expertise in the areas of Accounting and/or Finance; and,
- An individual with expertise in the areas of Law and/or Human resources.

In order to further strengthen DAI's Governing Board, the aforementioned existing members have already met with several individuals from the community who have demonstrated committed interest in serving on the Board. While these conversations are still preliminary, each of the following individuals has agreed to have their contact information included in the petition:

Bruce Hobbs (Retired Brigham Young University - Idaho, Director of Relations & Services)

Email address: hobbsb@byui.edu

Phone number: 208-516-9033

Natalee Webb (School para-professional)

Email address: natalee.webb622@gmail.com

Phone number: 208-761-4632

Lindsay Arnett (Insurance claims adjuster)

Email address: lindsay.a.arnett@gmail.com

Phone number: 208-872-6838

As vacancies arise, the board will search for the best-qualified candidates, to maintain compliance with the board's bylaws. The board will develop a written job description of the qualifications and will advertise vacancies by posting the description on the school's website and through direct communication to the parents of all enrolled students. Individual board members will also circulate the notice within their professional communities. Additionally, the board will also seek opportunities to get the word out more broadly, including through free or inexpensive online advertising (e.g. via Idealist, Craigslist, etc.) and through referrals via education and civic minded non-profits in the region. We recognize, for example, that one excellent source of potential board members is the alumni corps of local nonprofits who have had board members rotate off of their boards.

Above all, we believe it is essential that we proactively recruit members who not only embrace our mission, but who also recognize that service on a charter school board involves a substantial commitment of time and social capital in service to a multi-million dollar organization with larger revenues and more complex legal and governance obligations than many other local non-profits. In our research, for example, we discovered that there are some charter schools in the Boise area with revenues on par with or greater than those of venerable non-profits such as the Boise Philharmonic and the Treasure Valley United Way^{22, 23, 24}. Consequently, we must treat board member recruitment every bit as seriously as we do staff recruitment.

²² 2017 Audited Financial Statements, Idaho Arts Charter School, Inc. URL: http://www.idahoartscharter.org/UserFiles/Servers/Server_2621494/File/Financials/2017-2018/IACS%20Audited%20Financial%20Statements%20-%206-30-17.pdf. Accessed July 2019.

²³ ProPublica. Boise Philharmonic Association. URL: http://www.idahoartscharter.org/UserFiles/Servers/Server_2621494/File/Financials/2017-2018/IACS%20Audited%20Financial%20Statements%20-%206-30-17.pdf. Accessed July 2019.

²⁴ 2018 and 2019 Audited Financial Statements, United Way of Treasure Valley, Inc. URL: <https://www.unitedwaytv.org/sites/unitedwaytv.org/files/3-31-19%20UWTV%20Audit%20Financial%20Statements.pdf>. Accessed July 2019.

Notice of the governing board's intentions to elect board members will be included in the agenda for that meeting and publicly announced in accordance with open meeting requirements. Newly created board member positions resulting from an increase in the number of board members comprising the board, and all vacancies occurring on the board for any reason, will be filled by a vote of the majority of the members in office at a duly organized meeting of the governing board.

In order to get a jump start on board governance training, members of the Governing Board for DAI attended the Charter Start! 101 in mid-July 2019. This two-day workshop is conducted by the Idaho State Department of Education's Office of School Choice and covers a variety of relevant topics. These include, but are not limited to, the following: ethical and effective board governance, the charter petition process, charter school financing in Idaho, and accountability, to name a few.

From January 2020 to August 2020, governing board members will participate in trainings that cover the following topics:

- Open Meetings Law (meeting notifications/agenda postings, quorum, meeting minutes, executive session)
- Public Records Request (communications publicly accessible, procedures for receiving and processing requests)
- Governing Board Roles, Ethics, and Pitfalls to Avoid
- Financial Oversight (reviewing financial statements, developing an annual budget, budget forecasting)
- School Leader Evaluation (state requirements, timeline)
- Academic Achievement (data-driven decisions, program assessment)

In future years when new members join the board, current board members will ensure proper onboarding. New members will receive a copy of the board bylaws, the charter application, the charter contract, the current budget, the strategic plan, the school leader evaluation tool, current academic data, and resources to cover open-meeting law, public records requests, and governing board roles and duties.

Each year starting after the first school year, the board will participate in a board retreat. The retreat will be a time to analyze ISAT and other assessment data from the prior year; set a board calendar and training schedule for the upcoming year; complete a board self-evaluation; draft/edit a strategic plan; and set measurable performance goals for the principal based upon his/her last year's performance review, student achievement and growth, school system health, and leadership. The board's training schedule will be developed based on the self-evaluation and any feedback received from the authorizer and stakeholders to determine topics the board may need a refreshment on. The board will also ensure ongoing training on applicable Idaho laws and policy issues affecting charter schools.

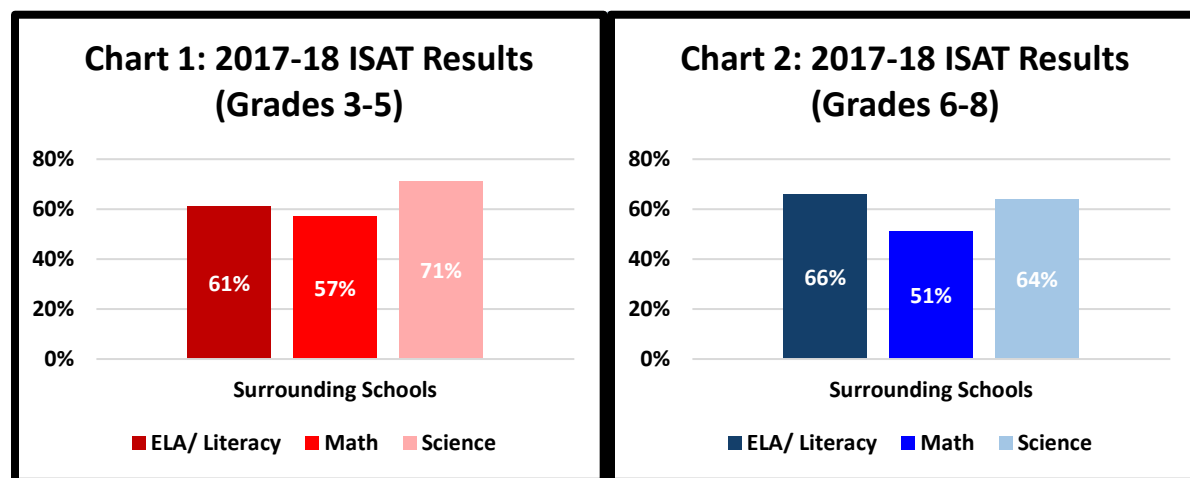
IV. STUDENT DEMAND AND PRIMARY ATTENDANCE AREA

Primary Attendance Area

As a public charter school, Doral Academy of Idaho (DAI) is open to all residents in the state of Idaho. However, DAI's target attendance area will most likely focus on our families and students in the Meridian, Idaho area. DAI's proposed school facility will be located at the Legacy Life Church located at 1830 North Linder Road, Meridian, ID 83646.

Student Demand

DAI believes the majority of their students will be those attending other public schools within a 5-mile radius of its proposed facility. To determine the likely demand for high quality education options, the school's proposed governing board has examined student academic achievement data from all Kindergarten-8th Grade public schools within a 5-mile radius of DAI's proposed facility site.²⁵ These findings show an anticipated student population encompassing variety of ethnicities as well as special needs. The current level of academic achievement from these surrounding schools is comparable to the rest of the country when examining high-stakes testing for similar grade levels (Please see **Chart 2**²⁶ and **3**²⁷ below). However, there still remains room for growth and improvement.



Additionally, the Meridian area has recently experienced an explosion of growth both in terms of geographical size as well as population. Previous data, from just last year, estimated Meridian's population growing to approximately 150,000 residents by the year 2040.²⁸

²⁵ Data was obtained through the Idaho State Department of Education, compiled, and then averaged to produce the findings shown above.

²⁶ Idaho State Department of Education. *Departments. Assessment and Accountability. Accountability*. URL: <http://www.sde.idaho.gov/assessment/accountability/index.html>; last accessed June 2019.

²⁷ Ibid.

²⁸ Talerico, Kate. "Experts thought Meridian would have 150,000 people by 2040. They don't think that now." *Idaho Statesman*, April 25, 2019. [website] URL: <https://www.idahostatesman.com/news/local/community/west-ada/article229557244.html>; last accessed June 2019.

However, within less than a year from the city’s previous estimate, research now shows Meridian reaching 150,000 residents as early as 2029.²⁹ As such, overcrowding at Meridian public schools has been a growing concern. From 2010 to 2016, student enrollment growth in the Meridian Joint School District #2 (otherwise known as West Ada) was at 7%.³⁰ Currently, there are nearly 39,000 students spread across 55 schools - 33 elementary; 10 middle; 12 high schools and is close to becoming one of the 100 largest school districts in the country.³¹ Eric Exline, Chief Communications Officer for the West Ada School District, has recognized the impact this growth will have on the school district and estimates approximately 11,000 more students could potentially flood the already overcrowded school district very soon.³²

With public schools having to deal with the challenges that come with overcrowding, families in the community are in desperate need of additional options for a quality education. DAI is a timely response to a continuously growing region with inadequate capacity in neighborhood public schools, large wait lists, and limited spaces available in similar educational programs.

With public schools having to deal with the challenges that come with overcrowding, families in the community are in desperate need of additional options for a quality education. DAI is a timely response to a continuously growing region with inadequate capacity in neighborhood public schools, large wait lists, and limited spaces available in similar educational programs.

While there are four Charter schools (two being technical high schools) within the 5-mile radius of DAI’s proposed location, only 2 of these schools service students within DAI’s same or overlapping age range. Furthermore, as shown below, neither school is an arts-integration school and both schools have confirmed waiting lists for every grade level according to the respective schools’ registrars as of 10/9/19.

Table 6: Surrounding Charter School Information						
School Name	Location (Address)	Year Opened	Current Enrollment	Grades Served and Educational Focus	Distance from DAI’s proposed location	Waitlist Information
Compass Public Charter School	4667 W. Aviator St.	2005	551 (K-8) 324 (9-12)	K-12 <i>Strong Academics & Safe</i>	2.5 miles	400+ for students K-5.

²⁹ Ibid.

³⁰ Boydston, Morgan. “Growing Idaho: How is growth impacting schools and education?”. 7 KTVB.com: *Growing-Idaho*. November 13, 2017 and updated March 14, 2019. URL: <https://www.ktvb.com/article/news/local/growing-idaho/growing-idaho-how-is-growth-impacting-schools-and-education/277-491588287>; last accessed June 2019.

³¹ Ibid.

³² White, Madeline. “West Ada School District combats overcrowding with new actions”. 6 KIVI Boise. January 15, 2019. URL: <https://www.kivitv.com/news/education/making-the-grade/west-ada-school-district-combats-overcrowding-with-new-action>; last accessed June 2019.

	Meridian (83642)			School Culture		
Gem Prep Meridian	2750 E. Gala St. Meridian (83642)	2018	390	K-8 Blended, Personalize d Learning	4.9 miles	Waiting lists range from 25 to > 50 students.

Additionally, while located just slightly outside of DAI’s proposed 5-mile corridor (at 5.6 miles), it should be noted that North Star Charter school (a K-12 School of Business, International Baccalaureate program, with enrollment at 522) has confirmed waiting lists from the school registrar (10/10/19) as follows: over 200 on the Kindergarten waitlist and over 100 for every other grade level. North Star Charter certainly falls within DAI’s area of impact and further highlights the demand for additional school of choice options.

Therefore, despite the proximity of already existing charter schools in our proposed target community, DAI meets the needs of our community by providing relief for overcrowded charter school classrooms and offers a quality educational model focused on arts-integration which is currently unique to the Meridian, Idaho area. For further evidence of our community’s demand and interest in bringing the Doral model to Idaho, please see [Appendix F4 – Parent/Student Interest Forms](#).

DAI’s arts integration model has proven to produce meaningful gains for all students, including those with unique or specific needs. Specifically, two Doral schools in Florida are ranked as some of the best high schools in the nation by US News and World report: Doral Academy Charter High School (ranked #22 out of 911 Florida high schools and #351 nationwide with a 53% FRL and 94% minority population) and Doral Performing Arts and Entertainment Academy (ranked #13 out of 911 Florida high schools and 148 nationwide with a 51% FRL and 91% minority population).

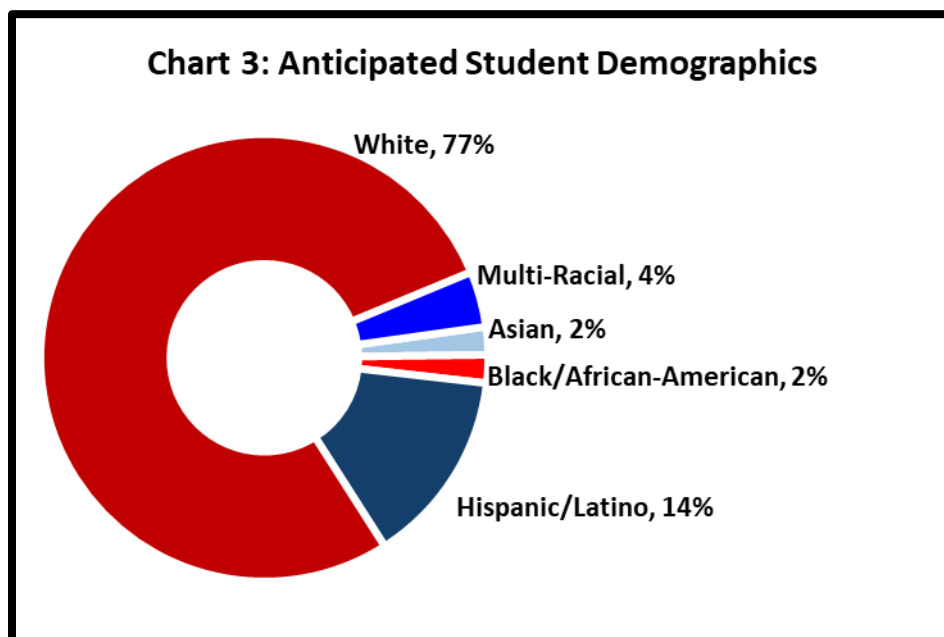
Additionally, DAI’s model aligns with the Idaho Public Charter School Commission of ensuring excellent “public charter schools options...to Idaho families”³³ as DAI’s educational model and philosophy is built on sound research and best practices. As such, DAI will provide families and students of the Meridian, Idaho area the quality educational choice they are seeking.

Student Population

In order to understand DAI’s projected target population, the school’s proposed governing board has examined student ethnicity demographics as well as academic achievement data from all Kindergarten-8th Grade public schools within a 5-mile radius of DAI’s proposed facility

³³ Idaho Public Charter School Commission. *About the PCSC: Mission Statement*. URL: <https://chartercommission.idaho.gov/about-the-pcsc/>; last accessed June 2019.

site.³⁴ As such, DAI anticipates these findings will reflect the school’s actual student body once the school opens.



As demonstrated in Chart 3 above, more than half (77%) of the students from our target community identify themselves as White.³⁵ The next largest category at fourteen percent (14%) is Hispanic/Latino, while the smallest existing ethnic categories are tied between Asian and Black/African-American, both at two percent (2%).³⁶ In addition to these projected ethnic demographics, the Governing Body of DAI has also examined special student subgroups, which are detailed below in **Table 6**:

Table 7: Anticipated Student Subgroups		
ELL	FRL	SWD
7%	37%	11%

As displayed in **Table 6** above, DAI anticipates serving a student body in which 7% are identified as English Language Learners (ELL), 37% qualify for Free/Reduced Lunch (FRL) services, and at least 11% are students with disabilities (SWD).³⁷

³⁴ Data was obtained through the Idaho State Department of Education, compiled, and then averaged to produce the findings shown above.

³⁵ Idaho State Department of Education. “Idaho School Finder”. *Explore Schools and Districts*. URL: <https://idahoschools.org/>; last accessed June 2019.

³⁶ Ibid.

³⁷ Ibid.

Enrollment Capacity

DAI plans to open in August of 2020, with grades K-5, and will add subsequent grades until it reaches grade 8, as shown in **Table 7**. The total school capacity is expected to be 489 at full build out.

Table 8: Enrollment					
Grade	2020-21	2021-22	2022-23	2023-24	2024-25
K	40	40	40	40	40
1	40	40	40	40	40
2	42	42	42	42	42
3	21	42	42	42	42
4	25	25	50	50	50
5	25	25	25	50	50
6	-	50	75	75	75
7	-	-	50	75	75
8	-	-	-	50	75
Total	193	264	364	464	489

Community Partnerships and Local Support

Community partnerships are extremely important as it broadens the student's opportunity to be exposed to the quality curriculum and educational experiences during the school day and outside the school day. DAI will seek partnerships with community organizations that enrich the after-school programs, field trips, guest speakers, etc.

Early relationships that have been cultivated that will help amplify our students' educational experiences include:

- Academica Nevada
- Pinecrest Inc.
- Jostens
- AdvancED

Enrolling Underserved Families

DAI's plan for student recruitment involves a wide array of media and materials to promote the school to ensure that the school reaches the widest possible audience. Promotional flyers and/or brochures will be distributed via direct mail as well as to community groups and churches to ensure that harder-to-reach families are aware of the school and their eligibility to apply for enrollment. Digital and social media marketing/advertising will be used in order to reach out to a broad audience through ads, which direct parents to click on the school's website.

Examples of social and digital marketing/ads include: Ads on Facebook, Digital ads on Pandora, Sponsored ads on Instagram, and Google Ads. Informational materials will be available in multiple languages, as needed. The school commits to using Social Media accounts as a means to promote the school and inform the community of the school's opening. The school will tailor its social media strategies to target specific audiences including local businesses and community organizations.

The School will distribute press releases and/or public service announcements to various media outlets to promote the open enrollment period, open house and other essential details about the school and its programs. A banner will also be posted on site with relevant information, including the school's website information, grade levels to be served, and phone number. PAI will host informational meetings either on the school site or a nearby location which would be accessible to all interested in attending the school. These events would be promoted in the same manner as listed above. During the informational meetings, the school will highlight its program and how it will serve all students.

Once opened, parents and community partners will be encouraged to inform family, friends, and their community groups about the School. Local elected officials and community leaders will be invited to visit the School. They will also be given an update on the program's growth and will be asked to share open enrollment information with their constituents through their newsletter and upcoming community meetings.

DAI has secured an interest-free loan and plans to spend \$10,000 of these start-up funds for advertising/marketing. The timeline and costs of DAI's Marketing Plan are detailed in Table 9, below:

Table 9: Start-Up Marketing Plan		
Timeline	Item	Cost
December 2019 – March 2020	Develop DAI website	\$ 1,500
December 2019 – March 2020	Create Facebook page and other possible social media outlets	\$ 0
December 2019 – March 2020	Create and print flyers/brochures with information about the educational program	\$ 2,500
January-March 2020	Continue conversations with business and community leaders about the school and its purpose.	\$ 0
March-June 2020	Host informational nights for potential families and collect contact information	\$ 100
March-June 2020	Purchase banners to place at the school site upon approval	\$ 2,500

May-August 2020	Distribute press releases announcing approval of the school and to promote open enrollment period	<i>\$ 700</i>
May-August 2020	Create and distribute direct mail pieces that includes additional information about enrollment procedures	<i>\$ 1,500</i>
May-August 2020	Run social media ads	<i>\$ 1,100</i>
May-August 2020	Host various informational nights for parents interested in learning more about the school program and enrollment procedures	<i>\$ 100</i>

To recruit all students fairly in the target area, we are using comprehensive outreach and marketing strategies to ensure that potentially interested students and parents have equal access to apply and enroll at the school. These include recruiting and marketing initiatives that target the entire community, provide information for economically disadvantaged students and families, those who may have limited English proficiency, special physical or academic needs, or may be at risk of academic failure.

DAI will market the opening of the school via multiple modes to ensure that all families are informed of their educational options. A grassroots recruitment campaign is especially important to make sure that “harder-to-reach” families (e.g. single-parent families, low socio-economic households, second language families, etc.) are aware of the choice program and their eligibility to apply for enrollment. A grassroots marketing campaign includes: a school website, Facebook, flyers, direct mailers, advertisements in varying media, building relationships with community groups, and a “door to door” approach. The School will post flyers in local public facilities such as the post office, community centers, libraries and other locations of public access, and will also use banner advertisement on the proposed location.

Marketing materials will contain inclusive language to inform parents that all students are welcome to apply to DAI regardless of their socioeconomic status, race/ethnicity, home language, or enrolled academic program (Special Education, English Language Learners). The school’s website will be built with language translation options. Informational meetings will be hosted at varying times during the day to accommodate different work schedules.

Furthermore, DAI understands that transportation may provide a significant barrier for families from the community who are interested in attending the school. DAI has allocated revenue funds in its budget to provide transportation services for students and families who would not be able to attend otherwise. Therefore, during the school’s proposed marketing campaign, DAI’s governing board and Principal (when selected) will ensure that this vital piece of information is also communicated clearly and effectively to ensure all interested families have an opportunity to attend Doral Academy of Idaho. Additionally, children of full-time employees will be included in the First Preference Category of the Equitable Selection and Enrollment Process.

V. SCHOOL LEADERSHIP & MANAGEMENT

School Administration and Leadership

Doral Academy of Idaho (DAI) understands the strong relationship between effective educational leadership and student learning. In order to improve student learning, educational leaders must focus on how they are promoting the learning, achievement, and social-emotional development of each student. To fulfill those endeavors, DAI recognizes that the domains included in the Idaho Standards for Effective Principals are essential to a successful school.

The Governing Board of DAI plans to hire a school leader that promotes success for all students through a positive school culture, effectively communicates the school's mission and vision, and advocates for education to all stakeholders to garner support and involvement. The school's Educational Service Provider, Academica, will assist with the advertising of the principal position and collection of application packets. A rubric will be developed with the board to identify 'must haves' in applicants and determine which candidates will be interviewed. Sample interview questions will be provided to the board, and the board will be conducting principal interviews and making final decisions on the candidate selected.

The Principal is responsible for communicating school culture to all employees. This process begins during the interview for employment. Candidates for employment at DAI will be screened for personal mission, vision, and pedagogical beliefs. Candidates that have beliefs that closely align to the school's mission and vision and have the necessary pedagogical skill set will be offered employment. During orientation week, teachers and students will have the opportunity to learn about the mission and vision as a group. This allows for teachers to reiterate what they have learned in the previous week's staff development and share with their students the importance of the mission and vision of DAI. In addition, every classroom will display DAI's mission and vision. The buildings atmosphere and décor will show the ethos of the school through inspirational quotes, the mission, and vision being posted. These will showcase the importance they play in the school's culture.

The principal will promote a collaborative leadership style that fosters shared leadership to capitalize on the expertise of individual leaders within the school and build capacity in teacher leaders through the promotion of professional development opportunities and self-reflection. The school leader will establish accountability for all based on professional, legal, ethical and fiscal standards. To develop and build leadership capacity, subject-level lead teachers are chosen and provided leadership opportunities. Teacher leaders meet with administration weekly to establish goals and provide feedback. This collaboration with lead teachers will ensure teachers are able to give feedback and directives in collaborative teams with their colleagues. Collaborative teams held daily will ensure that all DAI systems are consistently enforced and evaluated for effectiveness.

Finally, the school leader will have strong instructional leadership background in order to facilitate the school's vision, goals, continuous improvement of instruction, evaluation of teachers and the recruiting and hiring of teachers. The Charlotte Danielson Framework for

Teaching serves as the basis for the evaluation of all teachers at DAI. This tool will be used to create classroom communities that are intellectually active and where students assume a large part of the responsibility for the success of the lesson through monitoring of their own learning. Teachers will be involved in a collaborative evaluation process between the evaluator and themselves. In addition, peer observations through Lesson Study will be a component of the evaluation process as evidenced in Domain 4: Professional Responsibilities – Participating in a Professional Community.

DAI's and Doral Academy Inc.'s (Doral Inc.) affiliation is a key partnership in the success of the proposed leadership and curriculum development plans, as DAI plans to replicate the highly successful model of Doral Academy Inc. (Doral Inc.). Doral Inc. has successfully opened and implemented this model and best practices at their schools in Florida and Nevada.

As a replicated model school, DAI will also benefit from the support of the Doral Academies of Las Vegas and the support of the Executive Director from Doral Academy of Nevada, Bridget Bilbray-Phillips. Mrs. Phillips' legacy of leadership embodies the "it takes a village" mantra, which will make her an outstanding school leader mentor for the principal at DAI. She has successfully participated in the establishment of multiple charter school campuses, serving as the founding Principal of both the Somerset Academy-Oahey Campus and Doral Academy's West Saddle Campus. Prior to her work with charter schools, Mrs. Phillips served as an administrator in the Clark County School District where she also oversaw the opening of new campuses. As such, Mrs. Phillips has the experience of establishing new campuses in both the School District and Charter school environment and understands those challenges unique to Charter Schools. The mentorship by Mrs. Phillips or members of Doral Academy Inc. is provided at no expense to the school but rather as a part of the affiliation within the system. As a network, current Doral Academy employees from across the nation are committed to supporting new growth in Idaho to ensure success in replicating the Doral Academy model. The only expenses incurred to the school would be for travel which will be covered under the Professional Development line within the budget designated for Continuous Improvement and Strategic Planning or under the Professional Development line of the budget using available funds from Special Distributions from the state of Idaho.

The Doral Academy of Idaho organizational chart includes the Governing Board at the top. The school's principal will be hired by and report directly to the Governing Board. The school's principal will be responsible for the day-to-day operations of the building and the supervision and development of school programs. All school staff including assistant principals, instructional coaches, teachers, office staff, and support staff will report to the building principal. Doral Academy Affiliation Support from both Nevada and Florida will provide support and guidance in school operations and arts integration to both the Governing Board and the principal. Please see [Appendix D - School Administration and Organization Chart](#) for a chart summarizing the responsibilities of the stakeholders within Doral Academy of Idaho.

Table 10: Stakeholder Responsibilities

Function	Governing Board	School Leadership	Staff
Performance Goals	The Board will set annual goals to address student performance and organizational management.	The School leader will set quarterly student performance goals. The Administration will be responsible for monitoring student assessment throughout the school year to assess student and teacher performance.	Teaching staff will set student performance goals as well as professional goal and monitor the progress throughout the year.
Curriculum	The Board will delegate the identification of curriculum to the School's leader. The Board will verify that most curriculum purchased by the School is aligned with required state/federal testing.	Based upon teacher and student feedback and student performance data the School Leader will align curriculum to ensure success.	Teachers will implement curriculum adopted by the school and ensure alignment to the Idaho State Standards.
Professional Development	The Board will participate in a minimum of (4) hours of professional development annually.	A member of the administrative team will oversee, coordinate, assist and monitor the staff development process. The administrative team will be responsible for collaborating with Doral Academies in Nevada and Florida for joint professional development and training.	Teachers will participate in all required professional development and implement best practices shared during staff trainings.
Data Management and Interim Assessments	The Board will oversee that data management is being compiled in a compliant and effective way. The Board will provide resources to the Administration to procure highly effective assessment tools for the School.	The Administrators will determine the best possible interim assessment systems to use for the progression of their students. The Administration and teachers will be responsible for interpreting the data.	Teaching staff will administer benchmark assessment data and disaggregate the results to guide instructional decisions.
Promotion Criteria	The Board will adopt a Pay for Performance model that includes input from the teachers and administration.	Administrative team will be responsible for communicating promotion criteria to staff and making evaluations of staff.	Teachers will participate in training based on the Danielson Framework for Teaching and utilize the rubric for professional growth.

Table 10: Stakeholder Responsibilities

Function	Governing Board	School Leadership	Staff
Culture	The Board will create/adopt policies and procedures to help create a culture that fosters the Mission and Vision of DAI.	The School Leadership will lead in a way to promote a healthy and enjoyable environment for their teachers, students and parents.	Staff will support school administration in implementing a positive school climate among students, parents, and peers.
Budgeting, Finance, and Accounting	The Board will oversee all aspects of the fiscal management of the School. The Board's Treasurer specifically will be responsible for reviewing and approving School Financials. The Board will adopt a financial policies and procedures manual that is in line with financial best practices of charter schools across the country.	The Principal will oversee portions of the budget such as expenses related to office supplies, travel, copier, etc. The Principal will review his/her budget with Academics on a bi-monthly basis.	Staff will follow all financial policies put into place for collection of money in the classroom.
Student Recruitment	The Board will develop a budget in their start-up year for marketing and student recruitment. If the School is unable to attain the full enrollment, funds will be allocated for student recruitment.	The School Leader will be responsible for attending open house meetings to help recruit students. The School Leader will be instrumental and a focal point in recruiting students during start-up and operational years of the school.	Staff will participate in student recruitment where applicable.
School Staff Recruitment and Hiring	The Board will develop and review specific personnel policies to support its goals and to ensure fairness and compliance with state and federal law. The Board will interview and hire the Principal.	The Principal and other Administrators will interview and hire all teachers and support staff. School Leadership will attend teacher recruitment fairs if needed.	Teachers will participate in the interview process of potential peers who might be joining their identified department or grade level.
HR Services (payroll, benefits, etc.)	The Board will choose a 3 rd Party payroll company to contract with for the processing of payroll. The Board will work to implement benefits and incentives for the School employees.	The School Leadership will serve as a HR resource to their teachers and staff. The School Leadership will work with Academics to make sure that HR policies and procedures are followed correctly.	Staff will participate in the onboarding process to register for payroll and benefits.

Table 10: Stakeholder Responsibilities

Function	Governing Board	School Leadership	Staff
Development/ Fundraising	With the assistance of the Administration and Academics, the Board will fundraise through its relationships in the community. The Board will decide which development groups they will deal with for the building of a facility.	The Principal will assist the Board in its development and fundraising efforts.	Staff will provide input to school leaders regarding fundraising targets.
Community Relations	The Board will build relationships with groups and organizations in the community that support the school's vision and mission	The Principal will also network and engage community businesses and organizations for the purposes of after-school programs, fundraising, field trips, educational programs, guest speakers, etc.	Staff will engage students in community outreach through service projects, field trips, and invitations to guest speakers.
IT	The Board will choose a 3 rd party IT company to contract with for IT services.	The Principal will be responsible for reviewing the service provided by the IT company.	Staff will implement classroom technology and incorporate into weekly lessons.
Facilities Management	In compliance with all public bidding laws, the Board will select vendors.	The Principal will have her staff notify her of any facility concerns. The Principal will contact Academics with any issues regarding the facility for repair if Academics is requested to manage the vendor.	Staff will notify office staff of facility concerns especially when it involves student safety.
Vendor Management / Procurement	In compliance with all public bidding laws, the Board will select vendors.	The School Leadership will give feedback to the Board and Academics regarding the quality of service provided by vendor. School Leadership will contact Academics for any changes or corrective action that needs to take place with the vendor.	Staff will provide feedback to office staff regarding vendors working with the school for facility maintenance or procurement.
Student Support Services	The Board will allocate resources to the School Leader for student support services.	The Principal will develop programs within the school to assist students in overcoming personal concerns and academic deficiencies that could impair their ability to succeed as students.	Staff will engage students in the education of the whole child – academically, socially, and emotionally.

Leadership Evaluation

The Principal shall be evaluated by the Board of Directors. This evaluation will take place twice a year (mid-year and end-of-year). The evaluation process will give the administrator an opportunity to set personal and professional goals in alignment with the charter prior to the beginning of the school year. The formal evaluation will consist of documentation giving evidence of the Principal's progress toward meeting school and professional goals and setting new goals. The evaluation process should also provide opportunities to recognize exemplary performance or correct concerning behavior.

The tool used to evaluate DAI's school leaders is currently in the development process, but will combine elements from two successful tools already in existence: the *Idaho Principal Evaluation Framework*³⁸ from the Idaho Department of Education and the *Principal Performance Evaluation Systems* (PPES) developed by Stronge and Associates³⁹. Idaho's *Principal Evaluation Framework*, which is built upon the Interstate School Leaders Licensure Consortium (ISLLC) standards, provides administrators a robust outline of quality and effective school administration.

Stronge and Associates' PPES, which is based on research-guided performance standards, focuses on behaviors and results. Critically, because the principal serves not only as the school's instructional leader with general academic oversight similar to that of a district school principal, but also as the senior leader of the school's local education agency and the non-profit organization as a whole, the evaluation of this individual encompasses domains outside of those identified by the *Idaho Standards for Effective Principals* as he or she is accountable not only for meeting those standards, but also for fulfilling the academic, organizational, and financial commitments that the school's governing board agrees to with the execution of the performance certificate. To the extent that the school is failing to meet any of those academic, organizational, or financial expectations, the responsibility either lies at the foot of the principal for failing to meet those commitments or on the board itself. Please see [Appendix F5 – Principal Evaluation](#) for further information.

Table 11: Principal Performance Standards	
Behaviors	Results
• Instructional Leadership • School Climate • Human Resources Leadership • Organizational Management	• Student Progress • Organizational Compliance • Financial Compliance

³⁸ Idaho Department of Education, *Idaho Principal Evaluation Framework*. URL: <https://www.sde.idaho.gov/federal-programs/ed-effectiveness/files/professional-principals/Idaho-Principal-Evaluation-Framework.pdf>; last accessed October 2019.

³⁹ Stronge, James H. (2013). *Principal Evaluation: Standards, Rubrics, and Tools for Effective Performance*. Alexandria, VA:ASCD

- | | |
|---|--|
| <ul style="list-style-type: none">• Communication and Community Relations• Professionalism | |
|---|--|

Educational Services Provider

Doral Academy of Idaho is planning to contract with Academica, a nationwide education support services provider (ESP), to provide replication assistance and business support services. Academica is one of the nation's longest-serving and most successful charter school service and support organizations. Its mission is to facilitate each governing board's vision by handling the 'business' of the school, allowing the school to stay student-focused.

The Doral Academy of Idaho Proposed Board Chair, Carolyn Baird, was introduced to Academica through another charter that was interested in expanding in the state of Idaho. That network, Pinecrest Academy, currently contracts with and recommended Academica to serve as our Educational Service Provider. After comparing fees and services provided from other education service providers, DAI was inclined to select Academica Nevada. The Governing Board will do further due diligence in researching other Educational Services Providers and will not enter into any contract until after the charter is approved.

Academica was founded in 1999 on the principle that each school is a unique educational environment led by an independent governing board. Academica works to help its clients achieve their educational and organizational goals. Academica's clients maintain complete control over their schools' academic programs, staffing needs, management, and curricula. Academica has local offices that serve charter management organizations and independent charter schools in Arizona, Florida, California, Texas, Utah, Nevada, Idaho, Colorado, and Washington D.C. Doral Academy of Idaho will benefit from not only the Doral Academy network of schools in Nevada and Florida, but also an existing portfolio of over 150 Academica partner schools. Additionally, in a recent article⁴⁰ from the Harvard University-sponsored journal, *Education Next*, several schools which Academica services were identified for both their high student performance as well as closing achievement gaps for educationally disadvantaged students. (See [Appendix F7 – Education Next Article](#) for the full article).

Primarily, an Academica staff member will work as a liaison between the school, the DAI Board, and the Academica office in Nevada. The liaison will be responsible for assisting the Board Chair on conducting Board Meetings in addition to supporting the school's leadership team, when requested. Academica Nevada's portfolio includes nearly 20,000 students in Nevada, Colorado, and Arizona. All Academica schools follow industry best practices in regards to financial policies and procedures in addition to passing annual financial audits. Contact information for the Chief Operating Officer of Academica Nevada is as follows:

⁴⁰ Matus, Ron. "Miami's Choice Tsunami". *EducationNext*. Winter 2020. Volume 20, No. 1. Program on Education Policy and Governance. Harvard Kennedy School, Cambridge. 2019.

Ryan Reeves, Chief Operating Officer
Academica Nevada
6630 Surrey Street
Las Vegas, NV 89119

Academica Nevada's portfolio includes 38 schools that received star ratings in August 2018 (each elementary, middle, and high received their own star rating) on Nevada's statewide school performance framework. Of the 38 schools, 24 earned four and five star ratings and 9 received three star ratings. It is important to note that several new schools, including high schools, had insufficient data to generate ratings in 2018.

Role of Education Service Provider

The role of Academica is to serve at the will and guidance of the Board. We expect Academica Nevada and Doral Academy, Inc., to carry out the defined responsibilities found in their respective contracts and set forth in the "Scope of Services" below in a manner that is consistent and assists the board meet its vision. Academica's services are designed to allow the Principal and the Governing Board to focus on day-to-day school operations. Academica assists charters in many aspects including, but not limited to:

- Assist the Board in creating budgets and financial forecasts;
- Assist the Board in preparing applications for grant funds;
- Monitor and assure Compliance with all state reports;
- Assist the Board in locating and securing a school facility;
- Maintain the financial books of the school;
- Assist with systems development;
- At the Board's direction, prepare agendas and post notices of all board meetings;
- Assist the Board in identifying and retaining an employee leasing company;
- Provide human resources related services such as dispute resolution and contract preparation and review and;
- Assist the Board in renewing the School's charter.

As part of the commitment and relationship between Doral Academy of Idaho and Academica, it is understood and agreed that Academica will NOT do the following:

- Employ the School Administrator or any other licensed personnel;
- Draw orders for the payment of money, as that responsibility is limited strictly to the school's board and principal;
- Use fees paid by DAI to benefit or subsidize schools located outside of Idaho.
- Permit the school's lease and management contract to be conditioned one upon the other.

The payroll and employee leasing company is a third party vendor that will be providing a service to the school outside of the proposed Educational Service Provider. That contract agreement is approved by the Board of Directors, and the payroll processing fee is accounted for in the school's budget. If Academica has any affiliation with recommended vendors, this will

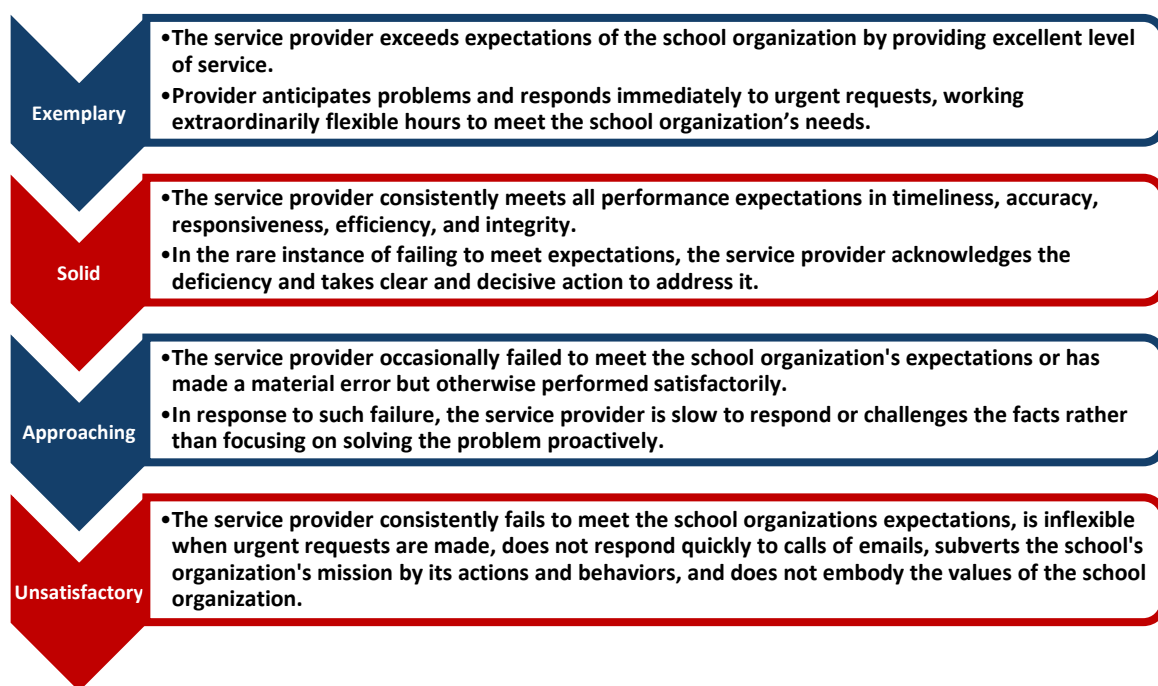
be disclosed to the Board during an Open Meeting prior to entering into any agreements. If the DAI Board does not approve of a vendor recommended by the Educational Service Provider, there is no impact to the contract with Academica.

As outlined in the [Appendix E - Education Service Provider](#), all reimbursement of costs incurred by Academica on behalf of the school must be preapproved by the Board of Directors. The limit on these reimbursements is attributed to the expenses within the school's budget.

Evaluation of Education Service Provider

The board expects Academica to perform each of the specific duties of the contract. The evaluation of DAI's EMO will follow similarly to the Board's evaluation of its Principal, namely in three stages. At the beginning of the year, goals will be clearly established as it aligns with the school's contract. Lastly, both mid-way through the year, as well as at the end of the school year, all Board Member and the school leadership team will evaluate the service provider in different areas including Board Management, Facilities, Finance (Accounting, Accounts Payable, Budget, Payroll), Legal Services, Marketing, National School Lunch Program, Procurement, Registration, School Resource Development, State Reporting, and Teacher Recruitment. In evaluating the service provider, the Board Members and principal will use the Service Provider Rubric that can be found in [Appendix E – Education Service Provider](#).

Additionally, at the Governing Board's discretion, the aforementioned Service Provider Rubric may be modified in order to adequately evaluate the services provided by Academica Nevada as the needs of the school change and develop over time. Some of these changes, may include but are not limited to, integrating standards and requirements relevant to the state of Idaho, such as those found in the *Idaho Principal Evaluation Framework*.



WORKS CITED

- 2017 Audited Financial Statements. *Idaho Arts Charter School, Inc.* URL: http://www.idahoartscharter.org/UserFiles/Servers/Server_2621494/File/Financials/2017-2018/IACS%20Audited%20Financial%20Statements%20-%206-30-17.pdf.
- 2018 and 2019 Audited Financial Statements. *United Way of Treasure Valley, Inc.* URL: <https://www.unitedwaytv.org/sites/unitedwaytv.org/files/3-31-19%20UWTV%20Audit%20Financial%20Statements.pdf>.
- Bateman, David F. & Bateman, C. Fred. *A Principal's Guide to Special Education*, 3rd Edition. Council For Exceptional Children. Arlington. (2014).
- Boydston, Morgan. "Growing Idaho: How is growth impacting schools and education?" 7 *KTVB.com: Growing-Idaho*. November 13, 2017 and updated March 14, 2019. URL: <https://www.ktvb.com/article/news/local/growing-idaho/growing-idaho-how-is-growth-impacting-schools-and-education/277-491588287>.
- Dong, Yu Ren. (2005). Educating language learners: getting at the content. *Educational Leadership*, 62(4), Retrieved from <http://www.ascd.org/publications/educational-leadership/dec04/vol62/num04/Getting-at-the-Content.aspx>.
- Doral Academy of Nevada – Saddle Campus, *Art Integration*, [website], URL: https://doralsaddle.org/apps/pages/index.jsp?uREC_ID=267172&type=d.
- Fiske, E.B. (1999). *Champions of change: The impact of the arts on learning*. Washington D.C.: Arts Education Partnership and the President's Committee on the Arts and the Humanities.
- Hardiman, M., Rinne, L. and Yarmolinskaya, J. (2014), "The Effects of Arts Integration on Long-Term Retention of Academic Content". *Mind, Brain, and Education*, 8: 144-148.
- Idaho Public Charter School Commission. *About the PCSC: Mission Statement*. URL: <https://chartercommission.idaho.gov/about-the-pcsc/>.
- Idaho Department of Education. *Idaho Principal Evaluation Framework*. URL: <https://www.sde.idaho.gov/federal-programs/ed-effectiveness/files/professional-principals/Idaho-Principal-Evaluation-Framework.pdf>.
- Idaho Department of Education. "Idaho School Finder". *Explore Schools and Districts*. URL: <https://idahoschools.org/>.
- Idaho State Department of Education. *Departments. Assessment and Accountability. Accountability*. URL: <http://www.sde.idaho.gov/assessment/accountability/index.html>.
- Las Vegas Review Journal. "Best of Las Vegas" [website]. URL: <https://bestoflasvegas.com/listing/best-charter-school>; last accessed August 2019.
- Moss, T. E., Benus, M. J., & Tucker, E. A. (2018). "Impacting urban students' academic achievement and executive function through school-based arts integration programs". *SAGE Open*, 8(2), 1–10.
- Matus, Ron. "Miami's Choice Tsunami". *Education Next*. Winter 2020. Volume 20, No. 1. Program on Education Policy and Governance. Harvard Kennedy School, Cambridge. 2019.

- ProPublica. Boise Philaharmonic Association. URL: http://www.idahoartscharter.org/UserFiles/Servers/Server_2621494/File/Financials/2017-2018/IACS%20Audited%20Financial%20Statements%20-%206-30-17.pdf.
- Silverstein, Lynne B. & Layne, Sean. "Defining Arts Integration". (2010). The John F. Kennedy Center for the Performing Arts.
- Stevenson, L.M. & Deasey, R.L. (2005). *Third space: When learning matters*. Washington D.C.: Arts Education.
- Stronge, James H. (2013). *Principal Evaluation: Standards, Rubrics, and Tools for Effective Performance*. Alexandria, VA:ASCD
- Talerico, Kate. "Experts thought Meridian would have 150,000 people by 2040. They don't think that now." *Idaho Statesman*, April 25, 2019. [website] URL: <https://www.idahostatesman.com/news/local/community/west-ada/article229557244.html>.
- U.S. News & World Report. *Education – Best High Schools – Florida – Districts – Miami-Dade County*. "Doral Academy Charter High School" [website]. URL: <https://www.usnews.com/education/best-high-schools/florida/districts/miami-dade-county-public-schools/doral-academy-charter-high-school-4892>.
- Walker, E., Tabone, C., & Weltsek, G. (2011). "When achievement data meet drama and arts integration". *Language Arts*, 88(5), 365–372.
- White, Madeline. "West Ada School District combats overcrowding with new actions". 6 *KIVI Boise*. January 15, 2019. URL: <https://www.kivity.com/news/education/making-the-grade/west-ada-school-district-combats-overcrowding-with-new-action>.
- WIDA. Assess. *Kindergarten W-APT*. [website] URL: <https://wida.wisc.edu/assess/kwapt>.

APPENDICES

Financial Summary					
Worksheet Instructions: This page will auto-populate as you complete the Pre-Operational and Operational Budget tabs.					
Revenue					
Anticipated Enrollment for Each Scenario:		152	202	318	444
	Pre-Operational Budget	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget
Cash on Hand/ Other Revenue Sources	\$0.00	\$0.00	NA	NA	\$0.00
Contributions/ Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Loans	\$0.00	\$25,000.00	\$25,000.00	\$0.00	\$0.00
Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Base Support	NA	\$233,295.36	\$265,973.76	\$409,173.35	\$653,878.33
Salary and Benefit Apportionment	NA	\$576,387.00	\$651,177.00	\$1,002,884.00	\$1,608,574.00
Transportation Allowance	NA	\$35,100.00	\$35,100.00	\$35,100.00	\$70,200.00
Special Distributions	NA	\$181,324.34	\$210,242.84	\$304,609.00	\$404,615.02
REVENUE TOTAL	-	\$1,051,106.70	\$1,187,493.60	\$1,751,766.35	\$2,737,267.35
Expenditures					
	Pre-Operational Budget	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget
Staff and Benefit Totals	\$0.00	\$624,261.80	\$665,958.50	\$988,081.42	\$1,570,339.46
Educational Program Totals	\$0.00	\$83,134.68	\$119,390.93	\$224,449.35	\$380,838.70
Technology Totals	\$0.00	\$25,370.22	\$39,734.00	\$54,421.00	\$71,843.00
Capital Outlay Totals	\$0.00	\$9,900.00	\$12,375.00	\$25,492.50	\$36,960.00
Board of Directors Totals	\$0.00	\$19,600.00	\$20,100.00	\$36,200.00	\$36,830.00
Facilities Totals	\$0.00	\$216,700.00	\$231,000.00	\$338,600.00	\$486,225.00
Transportation Totals	\$0.00	\$58,500.00	\$58,500.00	\$58,500.00	\$117,000.00
Nutrition Totals	\$0.00	\$5,000.00	\$6,000.00	\$6,000.00	\$6,000.00
Other	\$0.00	\$8,640.00	\$8,640.00	\$10,140.00	\$17,975.00
EXPENSE TOTAL	-	\$1,051,106.70	\$1,161,698.43	\$1,741,884.27	\$2,724,011.16
OPERATING INCOME (LOSS)	-	\$0.00	\$25,795.17	\$9,882.08	\$13,256.19
PREVIOUS YEAR CARRYOVER		-	\$0.00	\$25,795.17	\$9,882.08
NET INCOME (LOSS)	-	\$0.00	\$25,795.17	\$9,882.08	\$13,256.19

Idaho Public Charter School Commission

Charter Petition: Pre-Operational Budget

Worksheet Instructions: list revenues, expenditures, and Full-Time Equivalencies (FTE) anticipated during the pre-operational year. Insert rows as necessary throughout the document. Include notes specific to start-up costs (details, sources, etc.) in the Assumptions column.

Pre-Operational Revenue

Line Item / Account	Budget	Assumptions / Details / Sources
Donations and Contributions		Only include secured funds. Sum all donations/contributions here. Provide documentation for each donation/contribution as appendices.
Loans		Include documentation that provides the lender, term, rate, and total principal.
Grants		Only include secured grants. Provide documentation of grantor, total amount, and any applicable restrictions or requirements.
Other Revenue		Include details and documentation as necessary.
REVENUE TOTAL	\$0.00	

Additional Notes or Details Regarding Revenues:

Pre-Operational Expenditures

Section 1: Staffing

1a: CERTIFIED STAFF	Budget		Assumptions / Details / Sources
Classroom Teachers	FTE	Amount	
Elementary Teachers			
Secondary Teachers			
Specialty Teachers			
Classroom Teacher Subtotals	0.0	-	Average classroom size:
Special Education	FTE	Amount	
SPED Director / Coordinator			
Special Education Teacher			

Special Education Subtotals	0.0	-	Anticipated % Special Education Students:
Other Certified Staff	FTE	Amount	
Lead Administrator			
Assistant Administrator			
Other Certified Staff Subtotals	0.0	-	
CERTIFIED STAFF TOTAL	0.0	-	

1b: CLASSIFIED STAFF	Budget		Assumptions / Details / Sources
Position	FTE	Amount	
Paraprofessionals- General			
Paraprofessionals- SPED			
Admin / Front Office Staff			
CLASSIFIED STAFF TOTAL	0.0	-	

1c: BENEFITS	Budget		Assumptions / Details / Sources
Type	Rate	Amount	
Retirement			
Workers comp			
FICA/Medicare			
Group insurance			
Paid time off (provide assumptions)			
BENEFITS TOTAL		-	

CERTIFIED & CLASSIFIED STAFF TOTAL	-	
TOTAL STAFF & BENEFITS TOTAL	-	

Section 2: Educational Program

2a: OVERALL EDUCATION PROGRAM COSTS	Budget		Assumptions / Details / Sources
Professional Development			
SPED Contract Services			Types of anticipated SPED Contractors:
Other Contract Services (i.e. accounting, HR, management)			
Office Supplies			
Membership Dues (if applicable)			
OVERALL EDUCATION PROGRAM TOTAL	-		

2b: ELEMENTARY PROGRAM	Budget		Assumptions / Details / Sources
Elementary Curriculum			
Elementary Instructional Supplies & Consumables			
Elementary Special Education Curricular Materials			
Elementary Contract Services (provide assumption)			Types of anticipated Contractors:
ELEMENTARY PROGRAM TOTAL	-		

2c: SECONDARY PROGRAM	Budget	Assumptions / Details / Sources
Secondary Curriculum		
Secondary Instructional Supplies & Consumables		
Secondary Special Education Curricular Materials		
Secondary Contract Services (provide assumption)		Types of anticipated Contractors:
SECONDARY PROGRAM TOTAL	-	
EDUCATIONAL PROGRAM TOTAL	-	
Additional Notes or Details Regarding Educational Program Expenditures:		

Section 3: Technology		
Line Item / Account	Budget	Assumptions / Details / Sources
Internet Access		
Contract Services		
Technology Software & Licenses		
Computers for Staff Use		
Computers for Student Use		
Other Technology Hardware (i.e. document cameras, projectors, etc.)		
TECHNOLOGY TOTAL	-	
Additional Notes or Details Regarding Technology Expenditures:		

Section 4: Non-Facilities Capital Outlay		
Line Item / Account	Budget	Assumptions / Details / Sources
Furniture (school-wide)		Include only items not covered via FFE, if applicable.
Kitchen Equipment (warming oven, salad bar, etc.)		
Other Capital Outlay (i.e. library, kitchen small wares, maintenance equipment, etc.)		

CAPITAL OUTLAY TOTAL	-	
Additional Notes or Details Regarding Non-Facilities Capital Outlay Expenditures:		
Section 5: Board of Directors		
Line Item / Account	Budget	Assumptions / Details / Sources
Board Training		
Legal		
Insurance (property, liability, E & O, etc.)		
Audit		
BOARD OF DIRECTORS TOTAL	-	
Additional Notes or Details regarding Board of Directors Expenditures:		

Section 6: Facilities Details (consistent with facilities template)		
Line Item / Account	Budget	Assumptions / Details / Sources
Mortgage or Lease		
Construction / Remodeling (if applicable)		
Repairs and Maintenance		
Facilities Maintenance Contracts (i.e. snow removal, lawn care, custodial, security, etc.)		
Utilities (i.e. gas, electric, water, etc.)		
Phone		
Other Facilities Related Costs (specify)		
FACILITIES TOTAL	-	
Additional Notes or Details Regarding Facilities Expenditures:		

Section 7: Transportation		
Line Item / Account	Budget	Assumptions / Details / Sources
Daily Transportation		
Special Transportation (i.e. SPED, field trips, etc.)		
Other Transportation Costs (specify)		
TRANSPORTATION TOTAL	\$0.00	

Additional Notes or Details Regarding Transportation Expenditures:

Section 8: Nutrition

Line Item / Account	Budget	Assumptions / Details / Sources
Food Costs		
Non-Food Costs		
OTHER TOTAL	-	

Additional Notes or Details Regarding Transportation Expenditures:

Section 9: Other Expenditures

Line Item / Account	Budget	Assumptions / Details / Sources
OTHER TOTAL	-	

Additional Notes or Details Regarding Transportation Expenditures:

Idaho Public Charter School Commission
Charter Petition: Operational Budgets**Worksheet Instructions:** list revenues, expenditures, and Full-Time Equivalencies (FTE) anticipated during the pre-operational year. Insert rows as necessary throughout the document. Include notes specific to start-up costs (details, sources, etc.) in the Assumptions column.**Operational Revenue**

Anticipated Enrollment for Each Scenario:	152	202	318	444	
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Cash on Hand			NA	NA	Secured funds only; include documentation
Donations and Contributions	\$0.00	\$0.00	\$0.00	\$0.00	
Loans	\$25,000.00	\$25,000.00			Academica no-interest start-up loan for operational expenses
Grants					Provide documentation and details.
Entitlement	\$233,295.36	\$265,973.76	\$409,173.35	\$653,878.33	Attach the M & O Revenue Template
Salary and Benefit Apportionment	\$576,387.00	\$651,177.00	\$1,002,884.00	\$1,608,574.00	Attach the M & O Revenue Template
Transportation Allowance	\$35,100.00	\$35,100.00	\$35,100.00	\$70,200.00	
Special Distributions	NA	NA	NA	NA	From the SDE Special Distributions Doc.
Charter School Facilities	\$60,800.00	\$80,800.00	\$127,200.00	\$177,600.00	Virtual schools include SDE worksheet
Content and Curriculum	\$14,613.80	\$16,660.80	\$24,884.40	\$38,608.20	Per SDE Budget guidance
Continuous Improvement Plans and Train	\$6,600.00	\$6,600.00	\$6,600.00	\$6,600.00	Per SDE Budget guidance
Gifted Talented	\$3,255.36	\$3,339.36	\$3,534.24	\$3,745.92	Per SDE Budget guidance
Leadership Premiums	\$9,148.68	\$9,148.68	\$14,231.28	\$21,855.18	Per SDE Budget guidance
IT Staffing	\$10,262.50	\$11,700.00	\$15,000.00	\$15,000.00	Per SDE Budget guidance
Math and Science Requirement		NA	NA	NA	
Professional Development	\$22,380.00	\$22,380.00	\$26,480.00	\$32,630.00	Per SDE Budget guidance
Safe and Drug-Free Schools	\$3,824.00	\$4,424.00	\$5,816.00	\$7,328.00	Per SDE Budget guidance
Technology (i.e. infrastructure)	\$50,440.00	\$55,190.00	\$66,210.00	\$78,180.00	Per SDE Budget guidance
Advanced Opportunities		NA	\$0.00	\$0.00	secondary schools only - will look to secure, not included in budget
College and Career Advisors/ Mentors		NA	\$0.00	\$0.00	secondary schools only - will look to secure, not included in budget
Literacy Proficiency	NA	NA			
Limited English Proficient (LEP)	NA	NA			
School Facilities (Lottery)	NA	NA	\$14,653.08	\$23,067.72	Per SDE Budget guidance
REVENUE TOTAL	\$1,051,106.70	\$1,187,493.60	\$1,751,766.35	\$2,737,267.35	

Operational Expenditures**Section 1: Staffing**

1a: CERTIFIED STAFF	Break-Even Budget	Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Classroom Teachers	FTE	Amount	FTE	Amount	FTE	Amount
Elementary Teachers	8.00	316,000.00	8.00	340,000.00	12.50	554,687.50
Secondary Teachers					19.50	901,875.00
Specialty Teachers						
Classroom Teacher Subtotals	8.00	316,000.00	8.00	340,000.00	12.50	554,687.50
Special Education	FTE	Amount	FTE	Amount	FTE	Amount
SPED Director	1.00	39,500.00	1.00	42,500.00	1.50	66,562.50
Special Education Teacher	1.00	39,500.00	1.00	42,500.00	1.50	66,562.50
Special Education Subtotals	1.00	39,500.00	1.00	42,500.00	1.50	66,562.50
Other Certified Staff	FTE	Amount	FTE	Amount	FTE	Amount
Lead Administrator (Principal)	1.0	77,500.00	1.00	80,000.00	1.00	82,400.00
Assistant Administrator	1.00	77,500.00	1.00	80,000.00	1.00	82,400.00
Other Certified Staff Subtotals	1.00	77,500.00	1.00	80,000.00	1.00	82,400.00
CERTIFIED STAFF TOTAL	10.00	433,000.00	10.00	462,500.00	15.00	\$703,650.00

1b: CLASSIFIED STAFF	Break-Even Budget	Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Position	FTE	Amount	FTE	Amount	FTE	Amount
Paraprofessionals- General					2.00	35,280.00
Paraprofessionals- SPED						
Admin / Front Office Staff (Office Manager)	1.00	30,000.00	1.00	35,000.00	1.00	36,050.00
Other: Receptionist					1.00	18,720.00
CLASSIFIED STAFF TOTAL	1.00	30,000.00	1.00	35,000.00	4.00	91,131.50

1c: BENEFITS	Break-Even Budget	Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Type	Rate	Amount	Rate	Amount	Rate	Amount
Retirement	11.94%	55,282.20	11.94%	59,401.50	11.94%	88,320.18
Workers comp/ FICA/ Medicare	7.72%	35,743.60	7.72%	38,407.00	7.72%	57,104.84
Group Insurance (Medical/Dental)	13.97%	64,680.00	13.00%	64,680.00	12.72%	94,080.00
Paid time off (provide assumptions)	1.20%	5,556.00	1.20%	5,970.00	1.20%	8,876.40
BENEFITS TOTAL		161,261.80		168,458.50		248,381.42
CERTIFIED & CLASSIFIED STAFF TOTAL		463,000.00		497,500.00		\$739,700.00
TOTAL STAFF & BENEFITS TOTAL		624,261.80		665,958.50		\$988,081.42

Section 2: Educational Program

2a: OVERALL EDUCATION PROGRAM COSTS	Break-Even Budget	Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Professional Development		\$22,380.00		\$22,380.00		\$32,630.00
SPED Contract Services		17,480.00		35,350.00		55,650.00
Leadership Premiums		\$9,148.68		\$9,148.68		\$14,231.28
Affiliation Fee: Doral Academy, Inc. (1%)		-		4,761.25		14,471.57
Authorizer Fee		7,400.00		7,900.00		11,600.00
						\$23,326.52
						\$21,855.18
						\$1,016.52 per Instructional/Pupil Service staff
						Doral Academy, Inc. Affiliation Fee - Usually 1% (half going back to the school for Professional Development and the other half going to the national Doral Academy, Inc. organization) - Only the Professional Development portion will be charged during the first couple years of operation as the school strengthens its financial stability. (no portion will be charged during breakeven scenario)
						Estimated Fee (Contact: Jenn Thompson)

Management Fee (Academica Nevada)	-	10,000.00	23,850.00	99,900.00	Academica Fee schedule - dependent on student count
Substitute Teaching Services	14,850.00	14,850.00	23,100.00	35,475.00	10 days x \$165 per day per Instructional/Pupil Service staff
Office Supplies	1,976.00	2,626.00	4,134.00	5,772.00	\$13 per student
OVERALL EDUCATION PROGRAM TOTAL	\$73,234.68	107,015.93	173,516.85	308,358.70	

2b: ELEMENTARY PROGRAM	Break-Even Budget	Year 1	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Elementary Curriculum		9,900.00	12,375.00	17,844.75	22,176.00	FFE Lease
Elementary Instructional Supplies & Consumables	-	-	-	21,280.00	25,120.00	Consumables Year 1 picked up in FFE lease / \$80 per student
Elementary Special Education Curricular Materials						
Elementary Contract Services (provide assumptions)						
ELEMENTARY PROGRAM TOTAL	9,900.00	12,375.00	39,124.75	47,296.00		

2c: SECONDARY PROGRAM	Break-Even Budget	Year 1	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Secondary Curriculum	-	-	-	7,647.75	14,784.00	FFE Lease
Secondary Instructional Supplies & Consumables	-	-	-	4,160.00	10,400.00	\$80 per student
Secondary Special Education Curricular Materials						
Secondary Contract Services (provide assumptions)						Types of anticipated Contractors:
SECONDARY PROGRAM TOTAL	-	-	11,807.75	25,184.00		
EDUCATIONAL PROGRAM TOTAL	83,134.68	119,390.93	224,449.35	380,838.70		

Additional Notes or Details Regarding Educational Program Expenditures:

Assumes Doral Academy of Idaho will contract with Academica [Management Fee - \$450 per student (little to no fee will be charged until financially stable)] - Academica is an Educational Management Service Provider whose services to Doral Academy of Idaho shall include, but may not be limited to, the following:

- ▣ Identification, design, and procurement of facilities and equipment
- ▣ Staffing recommendations and human resource coordination
- ▣ Regulatory compliance and state reporting
- ▣ Legal and corporate upkeep
- ▣ Public relations and marketing
- ▣ The maintenance of the books and records of the charter school
- ▣ Bookkeeping, budgeting and financial forecasting

Academica Management Fee Schedule:

Student Count	Fee
175 or less	\$0.00
176 - 225	\$10,000.00 Flat Fee
226 - 325	\$75.00 per student
326 - 425	\$150.00 per student
426 - 525	\$225.00 per student
526 - 624	\$300.00 per student
625 or more	\$450.00 per student

FFE Lease: Instructional Equipment / Computers / Furniture / Fixtures - Utilizing Academica's standing relationship with the lending institution Vectra Bank will allow Doral Academy of Idaho to lease all their furniture, fixtures, and equipment in the first year of the school over a 48-month period. The lease will include a 5% residual purchase option at the end of 48 months or an early purchase option in the 45th month for a 6% residual. The proposed campus will likely enter into this lease agreement in their first year of operation. Doral Academy of Idaho budgets \$1,000 per student to outfit the entire school in its first year at a 5% interest rate over 4 years. These projected totals are divided into the three equipment categories: Curriculum, Technology, & Furniture/Fixtures. Instructional items may also be purchased using the funds from these leases. Doral Academy of Idaho believes the equipment costs listed above are adequate and viable to account for the anticipated student enrollment each year based on the experience of Academica Nevada.

Section 3: Technology

Line Item / Account	Break-Even Budget	Year 1	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Internet Access		6,000.00	6,000.00	6,300.00	6,615.00	
SIS Software (Infinite Campus)		5,000.00	5,000.00	5,000.00	5,000.00	Student Information Software System
Contracted Services: IT	-	-	8,484.00	13,356.00	18,648.00	Contracted IT @ \$42 per student annually (Intelliatek) - reduced fee if breakeven scenario utilizing relationship with Intelliatek
Technology Software & Licenses / Set-up Fees	4,170.22		7,500.00	3,500.00	3,500.00	Tech. Set-up fees
Computers for Staff Use	2,040.00		2,550.00	5,253.00	7,616.00	FFE Lease
Computers for Student Use	3,060.00		3,825.00	7,879.50	11,424.00	FFE Lease
Other Technology Hardware (i.e. document cameras, projectors, etc.)	5,100.00		6,375.00	13,132.50	19,040.00	FFE Lease
TECHNOLOGY TOTAL	25,370.22	39,734.00	54,421.00	71,843.00		

Additional Notes or Details Regarding Technology Expenditures:

FFE Lease: Instructional Equipment / Computers / Furniture / Fixtures - Utilizing Academica's standing relationship with the lending institution Vectra Bank will allow Doral Academy of Idaho to lease all their furniture, fixtures, and equipment in the first year of the school over a 48-month period. The lease will include a 5% residual purchase option at the end of 48 months or an early purchase option in the 45th month for a 6% residual. The proposed campus will likely enter into this lease agreement in their first year of operation. Doral Academy of Idaho budgets \$1,000 per student to outfit the entire school in its first year at a 5% interest rate over 4 years. These projected totals are divided into the three equipment categories: Curriculum, Technology, & Furniture/Fixtures. Instructional items may also be purchased using the funds from these leases. Doral Academy of Idaho believes the equipment costs listed above are adequate and viable to account for the anticipated student enrollment each year based on the experience of Academica Nevada.

Section 4: Non-Facilities Capital Outlay

Line Item / Account	Break-Even Budget	Year 1	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Furniture (school-wide)	7,425.00		9,281.25	19,119.38	27,720.00	FFE Lease
Kitchen Equipment (warming oven, salad bar, etc.)	2,475.00		3,093.75	6,373.13	9,240.00	FFE Lease
Other Capital Outlay (i.e. library, kitchen small wares, maintenance equipment, etc.)						
CAPITAL OUTLAY TOTAL	9,900.00	12,375.00	25,492.50	36,960.00		

Additional Notes or Details Regarding Non-Facilities Capital Outlay Expenditures:

FFE Lease: Instructional Equipment / Computers / Furniture / Fixtures - Utilizing Academia's standing relationship with the lending institution Vectra Bank will allow Doral Academy of Idaho to lease all their furniture, fixtures, and equipment in the first year of the school over a 48-month period. The lease will include a 5% residual purchase option at the end of 48 months or an early purchase option in the 45th month for a 6% residual. The proposed campus will likely enter into this lease agreement in their first year of operation. Doral Academy of Idaho budgets \$1,000 per student to outfit the entire school in its first year at a 5% interest rate over 4 years. These projected totals are divided into the three equipment categories: Curriculum, Technology, & Furniture/Fixtures. Instructional items may also be purchased using the funds from these leases. Doral Academy of Idaho believes the equipment costs listed above are adequate and viable to account for the anticipated student enrollment each year based on the experience of Academia Nevada.

Section 5: Board of Directors

Line Item / Account	Break-Even Budget	Year 1	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Board Training		\$6,600.00	\$6,600.00	\$6,600.00	\$6,600.00	Continuous Improvement Plans and Training
Legal		1,000.00	1,500.00	2,000.00	2,000.00	
Insurance (property, liability, E & O, etc.)		12,000.00	12,000.00	12,600.00	13,230.00	property, liability ins.
Audit		-	-	15,000.00	15,000.00	Annual Audit Fee - First Years audit will take place Sept/Oct. of the following fiscal Year
BOARD OF DIRECTORS TOTALS		19,600.00	20,100.00	36,200.00	36,830.00	

Additional Notes or Details Regarding Board of Directors Expenditures:**Section 6: Facilities Details (consistent with facilities template)**

Line Item / Account	Break-Even Budget	Year 1	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Mortgage or Lease		165,000.00	165,000.00	265,000.00	400,000.00	Compass Charter School Location - 4.5M @ 8%, payments
Construction / Remodeling (if applicable)		-	-	-	-	
Repairs and Maintenance		2,000.00	4,000.00	4,200.00	4,410.00	Misc. Maint. & Repairs
Facilities Maintenance Contracts (i.e. snow removal; trash; lawn care, custodial, security, etc.)		24,500.00	32,000.00	37,500.00	48,000.00	Contracted Janitorial, Snow, Lawn Maintenance
Utilities (i.e. gas, electric, water, etc.)		19,200.00	24,000.00	25,600.00	27,200.00	\$1.60 per sq. ft. / est. 40,000 sq. ft. not utilizing full space first few years
Phone		6,000.00	6,000.00	6,300.00	6,615.00	
Other Facilities Related Costs (specify)		-	-	-	-	
FACILITIES TOTAL		216,700.00	231,000.00	338,600.00	486,225.00	

Additional Notes or Details Regarding Facilities Expenditures:

The Doral Academy of Idaho Board will secure a facility lease in time for the commencement of school operations. Doral Academy of Idaho has set aside \$750 per pupil for facility rent in its first year increasing by \$50 per student each year. Assumes Doral Academy of Idaho will utilize a facility of approx. 40,000 sq. ft. The facility will allow for necessary classrooms, computer labs, science labs, multi-purpose room, and office space needed. Academia manages over one-hundred schools nationwide, with a majority that have facilities with the model of adequate square feet per students that the anticipated facility will offer. Discussions regarding a facility lease agreement has yet to be finalized; however, this projection provides a more than adequate depiction of the anticipated rental cost.

Section 7: Transportation

Line Item / Account	Break-Even Budget	Year 1	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Daily Transportation		\$58,500.00	\$58,500.00	\$58,500.00	\$117,000.00	Rates given by Brown Bus Company (BBC) (\$325 per route per day (one route Y1-Y2, two routes Y3)
Special Transportation (i.e. SPED, field trips, etc.)		\$0.00	\$0.00	\$0.00	\$0.00	
Other Transportation Costs (specify)		\$0.00	\$0.00	\$0.00	\$0.00	
TRANSPORTATION TOTAL		\$58,500.00	\$58,500.00	\$58,500.00	\$117,000.00	

Additional Notes or Details Regarding Transportation Expenditures:

Doral Academy of Idaho will look to provide transportation to and from school and will contract out the service in its first few years. The budget has been based on rates given by Brown Bus Company (BBC), a well-established bus transportation company that provides school bus transportation to various Idaho schools. The budget reflects the transportation allowance of 60% of the projected transportation expenses. The transportation expenses are assumed at \$325 per route per day, for 180 school days; utilizing one route for the first two years of operation, increasing to two routes in the third year of operation. Once established, the Doral Academy of Idaho governing board will seek the appropriate bids for a bus transportation provider in compliance with Idaho Code.

Section 8: Nutrition Program

Line Item / Account	Break-Even Budget	Year 1	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Food Costs		5,000.00	6,000.00	6,000.00	6,000.00	
Non-Food Costs		-	-	-	-	
NUTRITION TOTAL		5,000.00	6,000.00	6,000.00	6,000.00	

Additional Notes or Details Regarding Other Expenditures:

Doral Academy of Idaho projects that 37% of the student population will qualify for free and reduced lunch. Standard kitchen equipment is factored into the amount of the anticipated building space and may include up to an oven, warming cabinet, double door refrigerator, and single door freezer. These items are included in the schools anticipated FFE lease mentioned in more detail in the subsection above. Additional start-up expenses may include food thermometers, a prep table, oven mitts, single use gloves, and other kitchen supplies. Administrative costs are minimal and may include a date-stamp, envelopes, and mailing stamps. The school will seek to contract with a Vendor/School District to prepare specified meals under the National School Lunch Program (NSLP). The school will administer the application process for all free and reduced-price meals and will submit claims for reimbursement to the state. The budget assumes that meals will be paid for by students not eligible for these programs. The amount of \$1,000 per year has been budgeted in Year 1 - 3 for any potential overages or one-time costs associated with providing food services.

Section 9: Other Expenditures

Line Item / Account	Break-Even Budget	Year 1	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Copier / Printing		6,000.00	6,000.00	6,300.00	6,615.00	Est. @ \$500 per month
Loan Payments		-	-	-	5,000.00	Academia Nevada's no interest start-up loan - payments commencing Year 3
Payroll Services		2,640.00	2,640.00	3,840.00	6,360.00	Est. @ \$240 per employee
OTHER TOTAL		8,640.00	8,640.00	10,140.00	17,975.00	

Additional Notes or Details Regarding Other Expenditures:

Cash Flow Operational Year 1														
Year 1														
	Budgeted	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	Total
Student Enrollment Capacity	202													
Revenue														
Donations and Contributions	0								\$0.00				\$0.00	\$0.00
Loans	25,000	\$25,000.00												\$25,000.00
Grants	0													\$0.00
Entitlement	265,974	\$66,493.44	\$79,792.13			\$31,916.85			\$53,194.75			\$29,257.11		\$260,654.28
Salary and Benefit Apportionme	651,177	\$162,794.25	\$195,353.10			\$78,141.24			\$130,235.40			\$71,629.47		\$638,153.46
Transportation Allowance	35,100	\$8,775.00	\$10,530.00			\$4,212.00			\$7,020.00			\$3,861.00		\$34,398.00
Special Distributions	210,243								\$52,560.71			\$157,682.13		\$210,242.84
Total Revenue	\$1,187,493.60	\$263,062.69	\$285,675.23	\$0.00	\$0.00	\$114,270.09	\$0.00	\$0.00	\$243,010.86	\$0.00	\$0.00	\$262,429.71	\$0.00	\$1,168,448.58
Expenditures														
Salaries and Benefits	665,958.50		\$55,496.54	\$55,496.54	\$55,496.54	\$55,496.54	\$55,496.54	\$55,496.54	\$55,496.54	\$55,496.54	\$55,496.54	\$55,496.54	\$55,496.54	\$610,461.96
Education Program	119,390.93		\$10,853.72	\$10,853.72	\$10,853.72	\$10,853.72	\$10,853.72	\$10,853.72	\$10,853.72	\$10,853.72	\$10,853.72	\$10,853.72	\$10,853.72	\$119,390.93
Technology Totals	39,734.00		\$3,612.18	\$3,612.18	\$3,612.18	\$3,612.18	\$3,612.18	\$3,612.18	\$3,612.18	\$3,612.18	\$3,612.18	\$3,612.18	\$3,612.18	\$39,734.00
Capital Outlay Totals	12,375.00		\$1,125.00	\$1,125.00	\$1,125.00	\$1,125.00	\$1,125.00	\$1,125.00	\$1,125.00	\$1,125.00	\$1,125.00	\$1,125.00	\$1,125.00	\$12,375.00
Board of Directors	20,100.00		\$1,827.27	\$1,827.27	\$1,827.27	\$1,827.27	\$1,827.27	\$1,827.27	\$1,827.27	\$1,827.27	\$1,827.27	\$1,827.27	\$1,827.27	\$20,100.00
Facilities	231,000.00	\$19,250.00	\$19,250.00	\$19,250.00	\$19,250.00	\$19,250.00	\$19,250.00	\$19,250.00	\$19,250.00	\$19,250.00	\$19,250.00	\$19,250.00	\$19,250.00	\$231,000.00
Transportation	\$58,500.00		\$5,318.18	\$5,318.18	\$5,318.18	\$5,318.18	\$5,318.18	\$5,318.18	\$5,318.18	\$5,318.18	\$5,318.18	\$5,318.18	\$5,318.18	\$58,500.00
Nutrition	6,000.00		\$545.45	\$545.45	\$545.45	\$545.45	\$545.45	\$545.45	\$545.45	\$545.45	\$545.45	\$545.45	\$545.45	\$6,000.00
Other	8,640.00		\$785.45	\$785.45	\$785.45	\$785.45	\$785.45	\$785.45	\$785.45	\$785.45	\$785.45	\$785.45	\$785.45	\$8,640.00
Total Expenditures	\$1,161,698.43	\$19,250.00	\$98,813.81	\$98,813.81	\$98,813.81	\$98,813.81	\$98,813.81	\$98,813.81	\$98,813.81	\$98,813.81	\$98,813.81	\$98,813.81	\$98,813.81	\$1,106,201.89
Cash Flow														
Operational Cash Flow		\$243,812.69	\$186,861.42	(\$98,813.81)	(\$98,813.81)	\$15,456.28	(\$98,813.81)	(\$98,813.81)	\$144,197.05	(\$98,813.81)	(\$98,813.81)	\$163,615.91	(\$98,813.81)	\$62,246.69
Cash on Hand	\$0.00	-	\$243,812.69	\$430,674.11	\$331,860.30	\$233,046.49	\$248,502.78	\$149,688.97	\$50,875.16	\$195,072.21	\$96,258.40	(\$2,555.40)	\$161,060.50	
Cash End of Period		\$243,812.69	\$430,674.11	\$331,860.30	\$233,046.49	\$248,502.78	\$149,688.97	\$50,875.16	\$195,072.21	\$96,258.40	(\$2,555.40)	\$161,060.50	\$62,246.69	\$62,246.69

New Charter Petition Facility Option 1						
Location Address	22511 West Cherry Lane, Meridian, Idaho, 8364283642					
Facility Information	Anticipate Move-In Date	8/1/2020	Facility Type	Existing Building Remodel	Facility Status	Possible (research in progress)
Budget Location	Please indicate if this option is reflected as an expenditure in the budget template. Note: A facility option may be true for only your first year with a different option in subsequent years, or a scaled-down option may be presented in the break-even budget only. Sometimes a facility option is presented as evidence that the petitioners have explored multiple facilities, but only one plan is reflected in the budget.					Year 1-3 Budgets
Vendor/ Developer/ Contractor Information (if applicable)	Company Name:		Compass Charter School			
	Physical Address of Home Office:		22511 West Cherry Lane, Meridian, Idaho, 8364283642			
	Website Address:		www.compasscharter.org/			
	Company Contact:					
	Company Contact Phone Number:					

Additional Information - Facility Option 1
Please include any information pertinent to Facility Option 1 that is not already included in Section II (Finance and Facilities Plan) of the petition. Include attachments referenced here or throughout the petition in Attachment F. Links in the final PDF are appreciated. We do not anticipate much need to for remodeling or fixing of the facility. Facility is set up to run a school already.

Facility Option 1 - Details

Please describe the costs involved with this option and the structure of any arrangements the school has made (or intends to make) in order to secure and sustain this facility option. Adjust descriptions and add columns as necessary.

Description of Start-Up Costs	Cost Estimate (Refer to appropriate documentation in Attachments)	Responsible Party (Board or Name of Contractor)
Land purchase (if applicable)		
Land development (include grading, utilities, etc.)		
Parking, curb, lighting (if applicable)		
Permits and applicable studies (as applicable)		
Delivery and set up of modular units (if applicable)		
Remodel estimate (if applicable)		
Other		
Total One-Time Costs		
Description of Lease/Rent/Purchase Plan	Details (Refer to appropriate documentation in Attachments)	
Annual Lease / Rent / Mortgage Payment	\$4,500,000.00 (Listing price))	
Lease term		
Interest rate		
Rate escalator (if applicable, please describe)		
In which operating year does the school intend to purchase (if option to purchase is applicable)		
Capitalization rate at purchase (if applicable)		
Other		
Please include any additional narrative here. The purchase prices also includes all FF&E equipment wherein the school would only need to purchase a limited amount of furniture and equipment upon moving in.		

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New Charter Petition Facility Option 2

Location Address	1830 N. Linder Road, Meridian, 836463646					
Facility Information	Anticipate Move-In Date	8/1/2020	Facility Type	Existing Building Remodel	Facility Status	Possible (research in progress)
Budget Location	Please indicate if this option is reflected in the Budget Template (Attachment A1-A4)			Year 1-3 Budgets		
Vendor/ Developer/ Contractor Information (if applicable)	Company Name:		Legacy Life Church			
	Physical Address of Home Office:		1830 N. Linder Road, Meridian, 836463646			
	Website Address:		http://ll.church//			
	Company Contact:					
	Company Contact Phone Number:					

Additional Information - Facility Option 2

Please include any information pertinent to Facility Option 2 that is not already included in Section II (Finance and Facilities Plan) of the petition. Include attachments referenced here or throughout the petition in Attachment F. Links in the final PDF are appreciated.

We do not anticipate much need to for remodeling or fixing of the facility. Facility is set up to run a school already.

Facility Option 2 - Details

Please describe the costs involved with this option and the structure of any arrangements the school has made (or intends to make) in order to secure and sustain this facility option. Adjust descriptions and add columns as necessary.

Description of Start-Up Costs	Cost Estimate (Refer to appropriate documentation in Attachments)	Responsible Party (Board or Name of Contractor)
Land purchase (if applicable)		
Land development (include grading, utilities, etc.)		
Parking, curb, lighting (if applicable)		
Permits and applicable studies (as applicable)		
Delivery and set up of modular units (if applicable)		
Remodel estimate (if applicable)		
Other		
Total One-Time Costs		
Description of Lease/Rent/Purchase Plan	Details (Refer to appropriate documentation in Attachments)	
Annual Lease / Rent / Mortgage Payment	\$650 per student	
Lease term	1 year, then year to year	
Interest rate		
Rate escalator (if applicable, please describe)	3%	
In which operating year does the school intend to purchase (if option to purchase is applicable)		
Capitalization rate at purchase (if applicable)		
Other		
Please include any additional narrative here. Legacy Life Church has classrooms that can be used by the school during the week. We have approached them about the possibility of housing the school, but are in the beginning process. We are approaching this to be a temporary facility while we search for a location to build a permanent site nearby.		



0003546201

**STATE OF IDAHO***Office of the secretary of state, Lawrence Denney*
ARTICLES OF INCORPORATION (NONPROFIT)Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301

Filing Fee: \$30.00 - Make Checks Payable to Secretary of State

For Office Use Only

-FILED-

File #: 0003546201

Date Filed: 6/19/2019 4:46:44 PM

Articles of Incorporation (Nonprofit)	
Standard or Expedited Service (select one)	Expedited (+\$20; filing fee \$50)
Article 1: Corporation Name	
Entity name	Doral Academy of Idaho, Inc.
Article 2: Effective Date	
The corporation shall be effective	when filed with the Secretary of State.
Article 3: Purpose	
The purpose for which the corporation is organized is:	Educational
Article 4: Voting Members:	
The corporation	does not have voting members.
Article 5: Asset Distribution on Dissolution	
Upon dissolution the assets shall be distributed:	other asset distribution:
Upon the dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes. If, at any time and for any reason, the School's charter is revoked or the School is dissolved, all assets of the School, after satisfaction of all outstanding claims by creditors, shall be disposed of to the State of Idaho or the sponsor to dispose of according to applicable laws and appropriate regulations.	
Article 6: IRS Designation	
Is this nonprofit a 501(c)3?	Yes
501(c)3 purpose for which the corporation is organized:	The purpose and mission of the Corporation is to provide a high quality education to children from Kindergarten (K) to Twelfth (12th) grade and shall be operated exclusively for educational objectives and purposes. Additionally, the purpose of the Corporation is to engage in any lawful act or activity for which nonprofit corporations may be organized under the laws of the State of Idaho, as they may be amended from time to time. Within the framework and limitations of the foregoing, the School is organized exclusively for one or more of the purposes as contemplated and specified in Sections 170(c)(2) and 501(c)(3) of the Internal Revenue Code
Article 7: The mailing address of the corporation shall be:	
Mailing Address	6630 SURREY ST LAS VEGAS, NV 89119-3928
Article 8: Registered Agent Name and Address	
Registered Agent	INCORP SERVICES, INC. Commercial Registered Agent Physical Address 1310 S VISTA AVE STE 27 BOISE, ID 83705 Mailing Address 1310 S VISTA AVE STE 27 KAROLYN KNIGHT BOISE, ID 83705

B0283-5952 06/19/2019 4:48 PM Received by ID Secretary of State Lawrence Denney



Article 9: Incorporator Name(s) and Address(es)

Name	Address
Michael Muehle	6630 SURREY ST LAS VEGAS, NV 89119

Article 10: Director Name(s) and Address(es)

Name	Title	Director Address
Carolyn Baird	Director	2045 W. VERONA DR. MERIDIAN, ID 83646
Jennifer St. John	Director	1180 S. WILD PHLOX WAY BOISE, ID 83709
Krystine Archer	Director	2239 W. PIAZZA ST. MERIDIAN, ID 83646
Joseph Mortensen	Director	2129 W. ASTONTE ST. MERIDIAN, ID 83646
Lisa Mortensen	Director	2129 W. ASTONTE MERIDIAN, ID 83646
Miquelle Crosland	Director	2217 W. WINDCHIME DR. MERIDIAN, ID 83646
Jade Millington	Director	2134 W. VERONA DR. MERIDIAN, ID 83646

The Articles of Incorporation must be signed by at least one Incorporator.

Michael Muehle

Michael Muehle

06/19/2019

Date

BYLAWS OF **DORAL ACADEMY OF IDAHO**

ARTICLE I **INTRODUCTION AND LEGAL STATUS**

Section 1. Name, Location and Address. The name of the charter school is DORAL ACADEMY OF IDAHO (the “School”). The School, is located in Boise, Idaho. The address is ____.

Section 2. Legal Status. The School is a charter school pursuant to Idaho’s Public Charter Schools Act. The School will be organized as a nonprofit corporation under the Idaho nonprofit corporation act. The Governing Board of the School is an independent body under the authorization of Idaho Public Charter School Commission. The Governing Board will also be the Board of Directors of the nonprofit corporation. The Governing Board (or the “Board”) plans and directs all aspects of the School’s operations.

Section 3. Statutes. The School shall operate in accordance with Idaho Statutes, Chapter 52, and all other applicable Idaho laws and regulations.

ARTICLE II **PURPOSE AND MISSION**

Section 1. Purpose and Mission. Through arts integration, individual student focus, and rigorous academics, the School will place all students on a path for success at the college and career level. The School seeks to improve our community by creating students who think critically and analytically, are confident decision makers, utilize problem-solving skills, work collaboratively, and are imaginative and creative thinkers. We are committed to equipping students with the skills and personal growth necessary to be successful scholars throughout life.

Additionally, the School is organized exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, 1986, or the corresponding provision of any future federal law.

Section 2. Non-Discrimination. The School shall not discriminate on the basis race, color, religion, age, sex, national origin, marital status, disability, or other reason prohibited by law in hiring or other employment practices. Further, the School shall be open to all students in its authorized geographic area on a space available basis and shall not discriminate in its admission policies on the basis of basis of race, color, religion, age, sex, national origin, marital status, disability, or other reason prohibited by law. The School shall conduct all of its activities in accordance with all applicable local, state and federal anti-discrimination laws, as well as in accordance with all other laws and regulations applicable to the operation of the charter public schools in the State of Idaho.

ARTICLE III **GOVERNING BODY**

Section 1. Powers and Duties. The business, affairs, and property of the School shall be managed by the Board. Without limiting the general powers conferred by these Bylaws and provided by law, the Board shall have, in addition to such powers, the following powers:

- (a) Perform any and all duties imposed on the Board collectively or individually by law or by these Bylaws;
- (b) To make and change policies, rules and regulations not inconsistent with law, or with these Bylaws, for the management and control of the School and its affairs, and of its employees, and agents; to lease, purchase, or otherwise acquire, in any lawful manner, for and in the name of the School, any and all real and personal property, rights, or privileges deemed necessary or convenient for the conduct of the School's purpose and mission.
- (c) To develop an annual School schedule of events and activities;
- (d) Establish and approve all major educational and operational policies;
- (e) To enter into agreements and contracts with individuals, groups of individuals, corporations, or governments for any lawful purpose;
- (f) To hire, supervise and direct an individual who will be responsible for the day-to-day operations of the School;
- (g) To develop and approve the annual budget and financial plan which shall be monitored and adjusted as necessary throughout the year;
- (h) To submit a final budget pursuant to statute and regulation;
- (i) To cause to be kept a complete record of all the minutes, acts and proceedings of the Board;
- (j) To cause an annual inspection or audit of the accounts of the School, as well as any other audits required by law, to be made by an accountant to be selected by the Board, showing in reasonable detail all of the assets, liabilities, revenues and expenses of the School and its financial condition.
- (k) To ensure ongoing evaluation of the School and provide public accountability;
- (l) To uphold and enforce all laws related to charter school operations;
- (m) To improve and further develop the School;
- (n) To strive for a diverse student population, reflective of the community;
- (o) To ensure adequate funding for operation;
- (p) Solicit and receive grants and other funding consistent with the mission of the School with the objective of raising operating and capital funds;
- (q) Carry out such other duties as required or described in the School's charter.

Section 2. Prohibited Purposes and Powers. Notwithstanding the foregoing statement of purposes and powers, the School shall have and exercise only such powers and engage in only such activities as are contemplated and permitted to be carried on by a corporation exempt from federal income taxes under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3) thereunder and by a corporation described in and contributions to which are deductible for federal income tax purposes under Section 170(c)(2) of the Internal Revenue Code.

Section 3. Prohibited Acts. The School shall not, incidentally or otherwise, afford or pay any pecuniary gain, dividends, or other pecuniary remuneration to any director or officer of the School or any other private person, and no part of the net income or net earnings of the School shall directly or indirectly, be distributable to or otherwise inure to the benefit of any private person; provided, however, that the School may pay reasonable compensation for services rendered to or for the benefit of the School by any individual or entity as approved by the Board. The School shall not carry on propaganda or otherwise attempt to influence legislation to such extent as would result in the loss of exemption under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3) of the Internal Revenue Code. The School shall not participate in nor intervene in (including, without limitation, the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Section 4. Formation. The founding committee to form the school will become the first Governing Board of the School as set forth in the Application for a Charter School Contract submitted to the Authorizer (the “Charter Application”). The election of all new Board Members to fill vacancies on the Board, both at the initial Board meeting and at all future meetings where elections take place, shall include candidates whose election to the Board will maintain compliance with these Bylaws and all applicable statutes and regulations.

Section 5. Number; Qualifications. The Board shall be composed of no fewer than five (5) and no more than seven (9) Directors, as set or adjusted by amendment of these Bylaws. If, for any reason, the number of Directors should drop below five (5) for more than ninety (90) days, the only action that may be taken by the Board is for election of Directors in accordance with Section 6.

The Board shall seek to maintain a membership which is representative of the community served and possesses the breadth of knowledge and experience to effectively support and direct the operation of the School.

All Directors shall be devoted to the purpose and mission of the School and shall represent the interests of the community.

Section 6. Election; Tenure. A vacancy on the Governing Board shall be filled by majority vote of the remaining members of the Governing Board of Directors after a review of submitted nominees. It is incumbent upon the Directors to fill any vacancies as soon as practicable. The nomination of new directors is the responsibility primarily of existing Directors; to assist in identifying the best qualified candidates, the Board shall advertise a vacancy on the School’s website and through direct communication to the parents of enrolled students.

A standard term shall consist of five (5) years. Directors may serve on the Board a maximum of two terms.

1. Founding Directors: Terms of the Founding Directors shall be staggered so that no more than 1/2 of the Board shall be up for election in any one year, unless a vacancy(ies) needs to be filled. To initially stagger the terms for the founding board, two Directors will serve three-year terms, two Directors will serve four-year terms, and the remaining three Directors will serve the usual five-year term. Those Founding Directors who will serve the three, four, and five year terms will be determined by lottery at the first official board meeting upon receipt of the charter. For purposes of determining term limits, Founding Director's terms shall not begin until January 1 of the initial school year in which they became the Board of Directors as indicated in Article III Section 6.
2. New Directors: New Directors are eligible to serve two (2) consecutive standard terms, unless, by doing so, more than half the Board would be up for election in any one year. In this case, the new Director will be given either a three or four-year initial term, whichever term would prevent more than half of the Board being up for election in one year. New Directors will begin serving on the Board immediately following their election to the Board. For the purpose of determining term limits, the New Director's initial term will begin on January 1 of the school year in which they were elected.

Section 7. Training. The Board shall develop an orientation and training program for new Directors and an annual continuing program for existing Directors. Directors will avail themselves of charter school conferences that offer workshops on governance, financial oversight, budget, academic accountability, among others.

Section 8. Removal. Any Director may be removed by the Member or the affirmative vote of two-thirds (2/3) of the Directors then in office, excluding the Director at issue, whenever in their judgment such removal would serve the best interests of School.

Section 9. Resignation. Any Director may resign at any time by delivering a written resignation to the Chairperson. A resignation by a Director shall be effective upon receipt by the Chairperson of a written communication of such resignation.

Section 10. Vacancies. Any vacancy occurring in the Board may be filled in accordance with Section 6 of this Article. A Director elected to fill a vacancy resulting from death shall be elected for the unexpired term of such person's predecessor in office and shall hold such office until such person's successor is duly elected and qualified. Any Director elected to fill a vacancy resulting from removal or resignation shall be elected for a new term.

Section 11. Conflict of Interest and Code of Ethics. The Board shall follow the attached Conflict of Interest Policy and Code of Ethics.

Section 12. Annual Meeting. The annual meeting of the Board shall be held at the School in January or February of each year as the Board may determine. The annual meeting shall take the place of the regularly scheduled meeting. Written notice stating the place, day, and hour of the meeting shall be given to each member of the Board at least five (5) calendar days prior to the date fixed for the annual meeting. Notice of the meeting must also be provided in accordance with Idaho Open Meeting Law. A copy of the agenda will be posted at least forty-eight (48) hours prior to the

start of the meeting. The annual meeting shall be for the purpose of electing officers and acknowledging election of new Directors and for the transaction of such business as may come before the meeting.

Section 13. Regular and Special Meetings. The Board shall establish a regular day and place for regular meetings that shall occur no less frequently than once per quarter and shall be held in the county in which the School is located. Special meetings of the Board may be called at any time by the Chairperson or by a majority of the Board. Special meetings shall be held at such time and place as may be designated by the authority calling such meeting. Notice of the meeting must be provided in accordance with Idaho Open Meeting Law. Notice of the time and place of every regular or special meeting shall be given to each member of the Board at least five (5) calendar days before the date fixed for the meeting and to all those individuals who request notice of relevant meetings. For regular meetings, a copy of the agenda will be posted at least forty-eight (48) hours prior to the start of the meeting. For special meetings, a copy of the agenda will be posted at least twenty-four (24) hours prior to the start of the meeting. The purpose of any regular or special meeting must be specified in the notice of such meeting. Meetings shall be audio recorded. Minutes of each Board meeting shall be taken and shall be approved by the Board. Said minutes shall be kept at the School and will be made available to the public in accordance with applicable law.

Section 14. Agenda. An agenda must be produced for each regularly scheduled Board meeting in order to provide effective and efficient meeting practice. In addition to previously requested agenda items, any Director may provide additional agenda items for the following meeting by providing, via e-mail, fax or regular mail, the School's supervising employee or administrator the request, noting its appropriate place on the normal agenda format, and a realistic time requirement for such item. Such requests must be received at least 24 hours prior to the posting deadline pursuant to Idaho Open Meeting Law. A copy of the agenda will be posted at least forty-eight (48) hours prior to the start of the meeting.

Section 15. Executive Sessions. "Executive session" means any meeting or part of a meeting which is closed to any persons for deliberation on certain matters. An executive session may be held by the Directors of the Corporation for any of the reasons specified in Title 74, Chapter 2, Idaho Code. All persons except Directors may be excluded from such executive sessions at the discretion of the Chairperson. Following such meetings, an officer shall provide a general description of the matters discussed to be provided as the minutes of said closed session. No action may be taken in an executive session.

Section 16. Protocol. The Board shall use Robert's Rules of Order, unless stated otherwise herein. If a Director is unable to attend a Board meeting, the Director shall contact the Chairperson, Administrator or designated supervising employee prior to the meeting.

Section 17. Public Comment. Time shall be set aside at each Board and committee meeting for public comment. After the speaker identifies his or her name and affiliations, public comment shall be permitted as stated on the Agenda and limited as determined by the Chairperson.

Section 18. Quorum; Voting; No Proxy Voting. A quorum at all meetings of the Board shall consist of a majority of the number of Directors then in office. In the event that Directors who are present at a meeting are related (spouse, sibling, son, daughter, grandchild, cousin, uncle, aunt) there must be a majority of non-related board members present. Except as provided specifically to the contrary by these Bylaws, the act of a majority of the Directors in office at a meeting at which a

quorum is present shall be the act of the Board. Proxy voting is not permitted.

Section 19. Participation by Telephone. To the extent permitted by law, any member of the Board or committee thereof may participate in a meeting of such Board or committee by means of a conference telephone network or similar communications method by which all persons participating in the meeting can hear each other, and participation in such a fashion shall constitute presence in person at such meeting.

Section 20. Compensation. No member of the Board shall receive any compensation for serving in such office. The School may reimburse any member of the Board for reasonable expenses incurred in connection with service on the Board. Any such reasonable expenses that are not reimbursed by the School shall be construed as a gift to the School.

Section 21. Committees. The Board may designate from among its members, by resolution adopted by a majority of the entire Board, an Academic Committee, a Governance Committee, a Financial Committee, and one or more other committees, each of which shall consist of at least one Director and which shall have and may exercise such authority in the management of the School as shall be provided in such resolution or in these Bylaws. The Board shall not be permitted to delegate their power to contract nor their budget making authority. Any delegated activity or decision making authority may be unilaterally revoked at any time. All committee meetings shall be conducted in accordance with Idaho Open Meeting Law.

1. Academic Committee: The Academic Committee shall consist of at least one Director, the School Principal/Administrator, at least one licensed teacher employed by the School, and at least one parent of an enrolled child. The Academic Committee shall meet at least two (2) times per school year. The purpose of the Academic Committee shall be to review school data, ensure academic expectations and goals are being met, and provide insight into instructional activities that meet the specific needs of the students.

2. Governance Committee: The Governance Committee shall consist of at least two Directors, one of whom shall be an elected Officer of the Board. The Governance Committee shall meet at least two (2) times per school year. The purpose of the Governance Committee shall be to plan and develop Director orientation and training and ensure Board operations and policies are updated and compliant with State law.

3. Financial Committee: The Financial Committee shall consist of at least two Directors, one of whom shall be the Board's Treasurer, and the School Principal/Administrator. The Financial Committee shall meet at least two (2) times per school year. The purpose of the Financial Committee shall be to prepare annual budgets for full Board review and approval, coordinate the Annual Audit, and develop long-term financial goals and plans for full Board consideration.

ARTICLE IV OFFICERS

Section 1. Number. The officers of the School shall include a Chairperson, Vice-Chair, Secretary, Treasurer, and such other officers as the Board shall deem necessary to elect.

Section 2. Election and Term of Office. The Board shall elect and appoint all officers of the

School at the annual meeting of the Board, which officers shall be installed in office at such annual meeting to serve for terms of one (1) year and until their successors have been duly elected and qualified. Board Officers may serve no more than three (3) consecutive one-year terms in any office. Should there be more than one (1) nominee for a vacancy, the nominee receiving the greatest number of votes shall be declared elected and shall be installed in office at the annual meeting.

Section 3. Removal of Officers. Any Board Officer may be removed, either with or without cause, by a two-thirds (2/3) majority of the Directors then in office at any regular or special meeting of the Board.

Section 4. Chairperson. The Chairperson shall preside at all meetings of the Board. The Chairperson shall possess the power to sign all certificates, contracts or other instruments of the School which are approved by the Board. The Chairperson shall exercise and perform such other powers and duties as may be prescribed by the Board from time to time.

Section 5. Vice-Chair. In the absence of the Chairperson or in the event of the Chairperson's disability, inability or refusal to act, the Vice-Chair shall perform all of the duties of the Chairperson and in so acting, shall have all of the powers of the Chairperson. The Vice-Chair shall have such other powers and perform such other duties as may be prescribed from time to time by the Board or by the Chairperson.

Section 6. Secretary. The Secretary shall keep or cause to be kept a book of minutes at the principal office or at such other place as the Board may order of all meetings of the Board with the time and place of holding, whether regular or special and if special, how authorized, the notice thereof given, the name or names of those present at the Board meetings and the proceedings thereof. The Secretary shall give or cause to be given notice of all the meetings of the Board required by these Bylaws or by law to be given and perform such other duties as may be prescribed by the Board from time to time. The Secretary shall exercise and perform such other powers and duties as may be prescribed by the Board from time to time.

Section 7. Treasurer. The Treasurer shall have oversight responsibility and shall keep and maintain or cause to be kept and maintained adequate and correct accounts of the properties and business transactions of the School, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any Director. The Treasurer shall be charged with safeguarding the assets of School and he or she shall sign financial documents on behalf of the School in accordance with the established policies of the School. He or she shall have such other powers and perform such other duties as may be prescribed by the Board from time to time.

Section 8. Vacancies. A vacancy in any office, held by an officer, because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board by majority vote for the unexpired portion of the term.

ARTICLE V STAFF

The Board may appoint one employee to function as the administrator of the School (the "Administrator"). Such person may be delegated the authority to act in the absence of a specified policy provided that such action is consistent with the purpose and objectives of the Board and the

School. Such person shall administer the School in accordance with Board direction and generally accepted educational practice.

ARTICLE VI CONTRACTS, LOANS, AND DEPOSITS

Section 1. Contracts. The Board may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the School, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted for or on behalf of the School and no evidence of indebtedness shall be issued in the name of the School unless authorized by a resolution of the Board. Such authority shall be confined to specific instances. No loan shall be made to any officer or Director of the School.

Section 3. Checks, Drafts, and Notes. All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the School shall be signed by such officer or officers, or agents of the School and in such manner as shall be determined by the Board. The Chairperson and Administrator are authorized and required to sign all checks over the amount of \$25,000.

Section 4. Deposits. All funds of the School not otherwise employed shall be deposited to the credit of the School in such banks, trust companies, or other custodians as the Board may select.

Section 5. Gifts. The Board may accept on behalf of the School any contribution, gift, bequest or devise for the general purposes or any special purpose of the School.

Section 6. Fiscal Year. The fiscal year of the School shall begin on July 1 and end on June 30.

ARTICLE VII PROPERTY

The property of the School shall be held and applied in promoting the general purposes of the School declared in these Bylaws. No property, including real estate, belonging to the School shall be conveyed or encumbered except by authority of a majority vote of the Board. Any such conveyance or encumbrance shall be executed by the Chairperson in the name of the School, and such instrument shall be duly approved by the Secretary or Treasurer of the Board.

ARTICLE VIII INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 1. Indemnification. To the greatest extent permitted by law, the Board may authorize the School to pay or cause to be paid by insurance or otherwise, any judgment or fine rendered or levied against a present or former Director, officer, employee, or agent of the School in an action brought against such person to impose a liability or penalty for an act or omission alleged to have been committed by such person while a Director, officer, employee, or agent of the School, provided that the Board shall determine in good faith that such person acted in good faith and without willful misconduct or gross negligence for a purpose which he reasonably believed to be in the best interest

of the School. Payments authorized hereunder include amounts paid and expenses incurred in satisfaction of any liability or penalty or in settling any action or threatened action.

Section 2. Limitation of Liability. To the greatest extent permitted by law, no Director, officer or Member of the School will be personally liable for monetary damages for or arising out of a breach of fiduciary duty as a director, officer or trustee notwithstanding any provision of law imposing such liability; provided, however, that the foregoing will not eliminate or limit the liability of a Director or officer to the extent that such liability is imposed by applicable law for: (a) a breach of the Director's duty of loyalty to the School, (b) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, or (c) any transaction from which the Director or officer derived an improper personal benefit. The Directors and officers will not be personally liable for any debt, liability or obligation of the School. All persons extending credit to, contracting with or having any claim against the School may look only to the funds and property of the School for the payment of any such contract or claim, for any money that may otherwise become due or payable to them from the School.

ARTICLE IX AMENDMENTS

These Bylaws may be amended, altered, or repealed and new Bylaws may be adopted by the Board by an affirmative vote of two-thirds (2/3) of all the Directors then in office at any meeting of the Board, provided that the full text of the proposed amendment, alteration, or repeal shall have been delivered to each Director at least five (5) days prior to the meeting.

ARTICLE X DISSOLUTION

If, at any time and for any reason, the School's charter is revoked or the School is dissolved, all assets of the School, ~~after satisfaction of all outstanding claims by creditors, shall be distributed and delivered to such persons as required by the law and regulations of the State of Idaho and in accordance with the corporation's Articles of Incorporation.~~ in accordance with Idaho Official Code §33-5212.

ARTICLE XI PURPOSE OF THE BYLAWS

These Bylaws are adopted for the sole purpose of facilitating the discharge, in an orderly manner, of the purposes of the School. These Bylaws shall never be construed in any such way as to impair the efficient operation of the School.

CERTIFICATION

I hereby certify that I am the duly elected and acting Secretary of the School, and that the foregoing Bylaws constitute the Bylaws of the School, as duly adopted by unanimous vote of the Board of Directors effective as of _____, _____.

_____, Secretary

DORAL ACADEMY OF IDAHO
Conflict of Interest Policy and Code of Ethics

For Directors and Officers and Members of a Committee with Board Delegated Powers

Article I – Purpose

1. The purpose of this conflict of interest policy is to protect DORAL ACADEMY OF IDAHO (“DORAL”) and its interests when it is contemplating entering into a transaction or arrangement that might benefit the private interests of an officer or director of DORAL or might result in a possible excess benefit transaction, as that concept is defined in the Internal Revenue Code and related regulations.
2. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.
3. This policy is also intended to identify “independent” directors.

Article II – Definitions

1. Interested person – Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
2. Financial interest – A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - a. An ownership or investment interest in any entity with which DORAL has a transaction or arrangement,
 - b. A compensation arrangement with DORAL or with any entity or individual with which DORAL has a transaction or arrangement, or
 - c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which DORAL is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration, as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the Board decides that a conflict of interest exists, in accordance with this policy.

3. Independent Director – A director shall be considered “independent” for the purposes of this policy if he or she is “independent” as defined in the instructions for the IRS Form 990 or, until such definition is available, the director:
 - a. Is not, and has not been for a period of at least three years, an employee of DORAL or any entity in which DORAL has a financial interest;
 - b. Does not directly or indirectly have a significant business relationship with DORAL which might affect independence indecision-making;
 - c. Is not employed as an executive of another corporation where any of DORAL’s

executive officers or employees serve on that corporation's compensation committee; and,

d. Does not have an immediate family member who is an executive officer or employee of DORAL or who holds a position that has a significant financial relationship with DORAL.

Article III – Procedures

1. **Duty to Disclose** – In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board of Directors.
2. **Recusal of Self** – Any director may recuse himself or herself at any time from involvement in any decision or discussion in which the director believes he or she has or may have a conflict of interest, without going through the process for determining whether a conflict of interest exists.
3. **Determining Whether a Conflict of Interest Exists** – After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board of Directors meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.
4. **Procedures for Addressing the Conflict of Interest**
 - a. An interested person may make a presentation at the Board of Directors meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 - b. The Chairperson of the Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - c. After exercising due diligence, the Board of Directors shall determine whether DORAL can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 - d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board of Directors shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in DORAL's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.
5. **Violations of the Conflicts of Interest Policy**
 - a. If the Board of Directors has reasonable causes to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
 - b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board of Directors determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV – Records of Proceedings

The minutes of the Board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, and a record of any votes taken in connection with proceedings.

Article V – Compensation

- ~~a. A voting member of the Board who receives compensation, directly or indirectly, from DORAL for services is precluded from voting on matters pertaining to that member's compensation.~~
 - ~~b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from DORAL for services is precluded from voting on matters pertaining to that member's compensation.~~
 - ~~c. No voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from DORAL, either individually or collectively, is prohibited from providing information to any committee regarding compensation.~~
- Board Members shall not receive compensation from DORAL.

Article VI – Annual Statements

1. Each director, principal officer and member of a committee with Board delegated powers shall annually sign a statement which affirms such person:
 - a. Has received a copy of the conflict of interest policy,
 - b. Has read and understands the policy,
 - c. Has agreed to comply with the policy, and
 - d. Understands DORAL is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
2. Each voting member of the Board of Directors shall annually sign a statement which declares whether such person is an independent director.
3. If at any time during the year, the information in the annual statement changes materially, the director shall disclose such changes and revise the annual disclosure form.
4. The Board of Directors shall regularly and consistently monitor and enforce compliance with this policy by reviewing annual statements and taking such other actions as are necessary for effective oversight.

Article VII – Periodic Reviews

To ensure DORAL operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The

periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information (if reasonably available), and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations, if any, conform to DORAL's written policies, are properly recorded, reflect reasonable investment or payments for good and services, further charitable purposes and do not result in inurement or impermissible private benefit or in an excess benefit transaction.

Article VIII – Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, DORAL may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

Article IX – Code of Ethics

Directors, officers and members of committees with Board delegated authority shall act in an ethical, business like and lawful manner, including proper use of authority and appropriate decorum when acting in their official capacity. Directors shall exercise reasonable care, good faith and due diligence in governing and managing the affairs of DORAL.

They will not attempt to exercise individual authority over DORAL. Interaction with the administrator and staff must recognize the lack of authority vested in individual directors, officers and members of committees, except when explicitly authorized by the Board of Directors. Except when deliberating during Board of Directors meetings, individuals will not express individual judgements of performance of the administrator or staff.

Directors, officers and members of committees with Board delegated authority shall respect the confidentiality of sensitive information known to them and used for purposes of governance and management, and respect that the obligation to maintain confidentiality extends indefinitely beyond the term in office.

Directors shall be properly prepared for Board deliberation and support the legitimacy and authority of the final determination of the Board on any matter without regard to the individual's personal position on the issue.

CAROLYN BAIRD, CPA

2045 W. Verona Drive , Meridian, ID 83646 | | C: 208-283-5086 | carolynbaird@reagan.com

Summary

Flexible CPA with past experience in both 'Big 4' public and private accounting sectors. Main areas of experience: IT audit, expatriate/foreign national/high net worth individual income tax preparation, and internal company functions including fixed asset management and consolidated financials.

Competencies

- Tax Compliance & Advisory
- Assistant Controller
- IT Audit
- Detail focused
- Analytical reasoning/writing
- Team player/excellent communicator

Experience

CPA/Realtor

Dec 2005 - present

Carolyn Baird, CPA - Meridian, ID

- Sole proprietor. [Utilizing ProSeries tax software, Quickbooks, & WAVE cloud-based]
- Prepared income tax returns for individual clients - as well as several partnership/corporate returns. Managed 401k plan/5500 filing for private practice dental clinic.
- Assisted clients with business/tax planning, cash flow analysis, profit and loss statements, tax estimates, amended returns, and tax resolution solutions (won \$25K penalty appeal case).
- Actively working with private investors and clients who are in the market listing/buying land and other properties through various realty brokerages.

Assistant Controller

Jul 2003 to Dec 2005

ChemTreat Incorporated - Glen Allen, VA

- Prepared all monthly and quarterly consolidated financial statements.
- Maintained \$23M fixed assets using Best Software's FAS.
- Managed all cost activity going into projects in progress.
- Managed daily cash flow, credit lines, letters of credit.
- Prepared and maintained all capital lease amortization schedules; setup all operating leases.
- Oversaw daily AP and AR functions.
- Worked directly with in-house auditors for year-end close and final issuance of financials.

Tax Compliance Specialist

Oct 2001 to Jul 2003

Ernst & Young, LLP - Richmond, VA

- Compliance services: prepared expatriate and in-patriate individual tax returns for various clients (mainly law firms). [Utilized Go System RS tax software]
- Advisory services: consulting for expatriate individuals pre & post foreign assignment.
- Analyzed compensation packages with foreign allowances.
- Prepared tax equalizations and tax protections.
- Foreign tax law research.
- Limited general business involvement.

Tax Compliance Specialist

Oct 2000 to Sep 2001

Ernst & Young, LLP - Salt Lake City, UT

- Compliance services: prepared expatriate and in-patriate individual tax returns for

- various clients (mainly law firms).
- Advisory services: consulting for expatriate individuals pre & post foreign assignment.
- Analyzed compensation packages with foreign allowances.
- Prepared tax equalizations and tax protections.
- Foreign tax law research.
- Limited general business involvement.

IT Audit Senior

May 2000 to Sep 2000

JeffersonWells International - McClean, V A

- Organized a complex, multi-platform software compliance audit for an expanding web-hosting company. Responsibilities included day-to-day management of our on-site auditing team; identification of the client's software license non-compliance, management and control weaknesses; and a detailed cost analysis of future obligations.

IT Audit Senior

Sep 1999 to Feb 2000

Ernst & Young, LLP - Vienna, V A

- Participated in the development of several e-Commerce projects for Coral Capital Ltd. (e.g. Privacy Statements, Cyber Process Certification and comparison of enacted Privacy legislation).
- Designed a beta e-Commerce intranet site for Ernst & Young's Cyber Process Certification Services.
- Performed General Computer Control Reviews (GCCR's) for local clients.
- Prepared opening documentation for HCFA's Blue Cross/Blue Shield SAS 70 (Type II).
- Completed financial audit involvement (SAS 65) for the NASD (regulatory parent of the NASDAQ).

IT Audit Staff

Jan 1999 to Aug 1999

Ernst & Young, LLP - Salt Lake City, UT

- Worked on several Y2K assessment projects for computer hardware manufacturers and software development companies (e.g. Novell, Iomega).
- Conducted GCCR's for various HMO's and pharmaceutical companies (e.g. Beneficial Life Insurance Company, Zevex International, Altius Health Plans).
- Performed compliance audits for Novell's Corporate Licensing Agreement (CLA).
- Participated in SAS 70 engagements (Type I and Type II) for financial processing companies.

IT Audit Intern

Jun 1998 to Aug 1998

Ernst & Young, LLP - San Francisco, CA

- Assisted in compliance audits for healthcare, retail, and financial service clients under Novell's Master Licensing Agreement (MLA).
- Completed AS/400 review for the local Bank of America.
- Completed self-training ACL materials.

Education

Bachelor of Science, Accounting & Information Systems

1998

Brigham Young University - Provo, UT, USA

- Marriott School of Management (School of Accountancy and Information Systems) [Cumulative GPA: 3.87]

Affiliations

- Certified Public Accountant (#CP-4499) Idaho State Board of Accountancy
- Active Licensed Realtor (#SP-33063) & Licensed Practical Nurse (#PN-15653) through Idaho state boards

JADE B. MILLINGTON

2134 W Verona Dr. • Meridian, ID 83646
702-575-0662 • jade.millington@gmail.com

SENIOR FINANCE EXECUTIVE

Executive with 18 years of hands-on experience in progressive financial management. Demonstrated success driving profits and processes with systems, people, and procedures. Diligent problem solver. Comfortable and capable speaking with lenders, investors, boards, and employees at any level. Consistent history propelling and guiding company-wide improvements across multiple functions.

Corporate Financial Management • Strategic Financial Planning • Budgeting/Forecasting
Problem Solving • Capital Structure • Reporting & Analytics • Team Development

PROFESSIONAL EXPERIENCE

ADVANCEDCFO, Boise, ID

2017 – Present

Leading outsourced CFO firm specializing in the management of entire financial funnel – from basic bookkeeping, financial reporting, and assistance in raising multiple rounds of funding, to guiding financial decisions that support your long-term growth objectives. Includes everything from accounting to making financial decisions for the future and providing funding.

Consultant Chief Financial Officer

Provide CFO-level corporate financial consulting services to business in a wide range of industries, including agriculture, software development, green energy, packaged consumer goods, health and beauty, consumer retail, and bio-medical. Companies served range in size from early start up to \$50 MM enterprises.

SILVERBACK LEARNING SOLUTIONS, Boise, ID

2014 – Present

Provider of Cloud-based enterprise software to the K-12 education market focused on driving student achievement by providing innovative tools to administrators, teachers, students and parents.

Chief Financial Officer

Key member of management team, responsible for all aspects of corporate finance, legal and HR. Play crucial role in strategy and execution. Manage investor and lender relationships.

Revenue and Profit Growth:

- Year over year revenue increase of 40%.
- EBITDA improvement of twice the revenue growth.

Major Contributions:

- Drove process of reducing monthly burn by 50% in six months.
- Inspire company personnel to take ownership, to act quickly and bravely in resolving issues.
- Successfully deconstruct personnel and department silos, resulting in improved communication and higher customer satisfaction levels.
- Re-vamp client agreements adding new revenue opportunities with each new client.
- Create intentional culture with increasing levels of accountability.

CHSI TECHNOLOGIES, Las Vegas, NV

2012 – 2014

A provider of Cloud-based enterprise software to the workers' compensation insurance industry with a suite of policy administration management solutions for an industry segment largely ignored by technology.

Chief Financial Officer

Key member of management team. Responsible for all aspects of finance, strategy, execution. Accounting for multi-year implementation projects. Service revenues and subscription-based revenues.

Revenue and Profit Growth:

- Created and implemented program measuring profitability by product line and customer resulting in immediate operating improvements.
- Direct management of Controller and accounting staff; review and presentation of financials.
- Negotiated new contracts with key customers resulting in revenue increase of 25% with higher satisfaction ratings.
- Negotiated with vendors for better agreements saving thousands per month.
- Executed cost savings reducing SG&A by \$150,000 per month while ensuring the development team produced the same amount of code with far fewer defects.

Major Contributions:

- Led redirection of operational efforts resulting in 20% improvement in employee productivity.
- Ensured solid documentation & process for financing, IP protection, customer contracting.
- Moved company from losing significant cash each month to generating cash each month.

FIRSTSERVICE RESIDENTIAL (NASDAQ: FSRV), Las Vegas, NV 2009 – 2012

National provider of HOA management services.

Vice President – Finance

Oversaw all aspects of finance functions. Developed reporting for eleven divisions as company growth resulted in ten new reporting divisions. Drove process improvement, monitoring, and profitability. Created, managed and maintained annual budgets and forecasts.

Revenue and Profit Growth:

- Profitably managed costs, people, budgets, reporting, and all financial aspects of the company as monthly revenues grew 100% in two years.
- Maintained significant EBITDA margin during heavy growth period.

Major Contributions:

- Managed accounting department to process 97% more transactions per month with minimal increase in personnel.
- Developed and implemented financial and operational reporting for divisions in multiple states.
- Developed company-wide productivity measurement tools for compensation enhancements.

Operational Enhancements:

- Led team in development of live, online operational and financial reporting to partners and clients.
- Managed IT development project to design, develop, and implement customized software solution to drive automated work flows, customer management, and reporting.

RIDGEVIEW CAPITAL, Salt Lake City, Utah & Las Vegas, NV 2003 – 2008

Private equity firm investing in and/or acquiring small- to medium-sized companies worth \$10-100M.

Division Chief Financial Officer/Chief Operating Officer & Operating Director

Served as Operating Director of Ridgeview, and CFO/ COO of \$30,000,000 portfolio company with 100+ employees. Led all aspects of finance, operations, and audits. Conducted due diligence and modeling on Ridgeview acquisition targets. Coordinated all lender relationships and reporting, and investor reporting.

Revenue and Profit Growth:

- Grew revenue 70% within first 4 years; Doubled EBITDA in 3 years.
- Increased EBITDA margins from 31% to 37% in 3 years.
- Drove significant improvements in profits and market share, carefully evaluating trends, information, and recommendations, and formulating robust business strategies.

Major Contributions:

- Produced immediate 400 basis point reduction in A/R delinquencies within 4 months, and saved +\$40K per month in bad debts by leading team to redesign and develop new dashboard metrics.
- Optimized financial performance, establishing and frequently reviewing measurements, forecasts, budgets, and resources to determine ideal business direction and capital structure.
- Negotiated and managed +\$25M in term loans, revolving lines of credit, and sub-debt.
- Eliminated 26% of certain costs by renegotiating major vendor contracts.

Operational Enhancements:

- Lowered employee turnover 30%, revamping hiring, training, retention activities, and communication.
- Improved IT uptime from 92% to 99%, orchestrating switch to co-location facility.

AVALON DIGITAL, Salt Lake City, UT & Huntington Beach, CA 1999 – 2003

Provider of web-based solutions for small businesses including content management, ecommerce, and communications.

Vice President – Finance

Oversaw all aspects of finance and administrative functions. Established relationships with depository banks, lenders, and numerous third-party providers. Managed all audits. Managed the Accounting, Customer Service, IT, and Compliance departments.

Revenue and Profit Growth:

- Played major role in growing from \$4,000,000 to \$25,000,000; managed capital structure and processes and procedures to enable growth; led to +50,000 client accounts.
- Added +\$600,000 annually, +\$50,000 per month, by negotiating residual income agreement with third party vendor.

Major Contributions:

- Obtained multimillion dollar lines of credit, negotiated contracts with banks and financiers.
- Increased cash flow, reduced defaults, and decreased staffing needs by negotiating sales of weekly A/R totaling \$25,000,000.

Operational Enhancements:

- Created high-performance Accounting Department from scratch for GAAP and SEC compliance.
- Boosted efficiency by 32%, leading design and implementation of new application.

EDUCATION

MBA in Finance Marriott School of Management 1999
Brigham Young University, Provo, UT

BBA in Finance College of Business 1995
Boise State University, Boise, ID
Magna Cum Laude, Dean's List, Top Finance Graduate

JENNIFER ST. JOHN
1180 Wild Phlox Way
Boise, ID 83709
(208) 891-9189

EDUCATION:

2003, May Bachelor's Degree - Elementary Education. Boise State University.
2014, May Masters of Arts - Education, Curriculum & Instruction. Boise State University.

CERTIFICATIONS:

8/2003-8/2023 State of Idaho Teaching Certificate K-8
1/14/2013 Habilitative Intervention Certificate. Renewed 1/14/2019.
11/30/2018 Board Certified Behavior Analyst

WORK EXPERIENCE:

4/2013-Present A New Leaf. Meridian, Idaho. Duties include: Working one-on-one with children diagnosed with developmental disabilities, providing individualized instruction based on identified needs with the goal of helping the children participate in their family, school, and community; Adapting behavior, emotional, social and academic curricula to meet the needs of each individual; Reviewing, updating and writing assessments, program plans, and implementation plans for children receiving therapy; Overseeing staffing, scheduling and programming; Research, develop and provide training on evidence based practices to staff members; Work with owners and human resources department to ensure staff qualifications are current, report on department goals, and clarify expectations; Collaborate with schools to develop, negotiate, and carry out contract agreements to assist in staffing one-on-one aids for students with developmental disabilities.

2/2010-3/2013 Access Living. Meridian, Idaho. Duties included: Working one-on-one with children with developmental or mental health diagnoses, providing individualized instruction based on identified needs with the goal of helping the children participate in their family, school, and community; Adapting behavior, emotional, social and academic curricula to meet the needs of each individual; Reviewing, updating and writing assessments, program plans, and implementation plans for children receiving therapy; Assist with supervising staff and scheduling clients; Connecting children and families to available resources and services available in the community; Advocating for family/client needs.

8/2003-6/2004 Central Canyon Elementary. Caldwell, Idaho. Third Grade Teacher. Duties included one on one, small group and whole group instruction, creating materials, writing lesson plans, assessing student needs, and recess supervision.

8/2002-5/2003 Joplin Elementary. Meridian, Idaho. Student teacher. Duties included one on one, small group and whole group instruction, creating materials, writing lesson plans and assessing student needs.

5/2001-8/2003 Eagle Montessori. Eagle, Idaho. Office Assistant/Substitute Floater. Duties included assistant teacher, monitoring the office, answering parent concerns and problem-solving situations, answering phones, lead teacher on occasion.

REFERENCES: Available upon request

KRYSTINE ARCHER

2239 W Piazza St., Meridian, ID 83646 · (208) 859-2416

EXPERIENCE

2015-PRESENT

STAY AT HOME MOM/HOMEMAKER

Mom to five children, ranging in age from 3 to 20.

2012-2015

ESCROW OFFICER, NEXTITLE

Responsible for preparing, executing and notarizing final closing documents for the purchase, sale, or refinance of real estate. Responsible to maintain client base of realtors and lenders and manage a small team of assistants. Top Producer.

2009-2012

ESCROW OFFICER, PIONEER TITLE COMPANY

Responsible for preparing, executing and notarizing final closing documents for the purchase, sale, or refinance of real estate. Responsible to maintain client base of realtors and lenders and manage a small team of assistants. Top Producer.

2007-2009

ESCROW OFFICER, TITLEONE CORPORATION

Responsible for preparing, executing and notarizing final closing documents for the purchase, sale, or refinance of real estate. Responsible to maintain client base of realtors and lenders and manage a small team of assistants. Top Producer.

2005-2007

ESCROW OFFICER, LANDAMERICA (TRANSNATION TITLE)

Responsible for preparing, executing and notarizing final closing documents for the purchase, sale, or refinance of real estate. Responsible to maintain client base of realtors and lenders and manage a small team of assistants. Top producer. Rookie of the Year 2005.

1998-2005

DOC DRAWER/FUNDER, YOUNG MORTGAGE

Responsible for sending final closing documents to title company for the closing of purchase, sale or refinance of real estate. Collected and reviewed final executed documents, sent wires for funding, and met investor requirements for purchase of loans.

1992-1998

WAITRESS, PLUSH PIPPIN

EDUCATION

DECEMBER 1998

BACHELOR OF BUSINESS ADMINISTRATION, BOISE STATE UNIVERSITY

Major: Business Management / Minor: Human Resource Management

JUNE 1994

HIGH SCHOOL DIPLOMA, BORAH HIGH SCHOOL

Miquelle Renee' Crosland

Objective

Self-motivated and highly talented individual with excellent communication, networking and problem solving skills seeking a challenging position in new construction real estate that offers professional and personal growth where I can negotiate for others to increase their net worth, inspire them to become their personal best and help cultivate a positive real estate culture.

Experience

September 2018-Present Meridian & Eagle Homes, LLC Meridian, ID

Realtor/Owner

- Diligently guide residential buyers and sellers through the new construction process; including lot and home plan selection as well as interior colors, etc.
- Coordinate with escrow companies, financial lenders, and home inspectors to ensure that terms and conditions of purchase agreements are met.
- Close homes ranging from \$450,000-\$1,000,000

Sept. 2003 – Present Crosland Household Varied

Stay at Home Mom

- Meal Planning, Chef, 30-60 Freezer Meals in a day
- Event Planner, Hostess
- Trainer, Teacher, all on a Budget

Aug. 2015 – May 2016 North Star Charter School Eagle, ID

ParaProfessional

- Administer and Grade MCAP and MCOMP tests three times per school year
- Math RTI for middle school and high school students
- Grading and teacher support for middle school math and science

June 2012 – Feb. 2014 Kaizen Ethos Sandpoint, ID

Homeschool Teacher

- Art, Latin root words and Classical Literature
- 2nd-4th Grade Math
- Cooking, Social Studies, World Religions, Scouting, and Personal Finance

Aug. 2004 – May 2009 Qute Stuff Varied

Business Owner & eBay Instructor

- Market research, purchased inventory, list items online, shipped 50-80 items per week.
- Communicated to customers through email
- Kept records of inventory and sold over 6000 items!
- Taught Ebay Univeristy Beginner Course and Beyond the Basics Course
- Adult Community Education setting

Education

Aug. 1993- Apr. 2002 Utah Valley University Orem, UT

Bachelor of Science - Business Management

- Minor in Marketing

Volunteering

January 1996-July 1997

Independence, MO

- 18 month church service mission

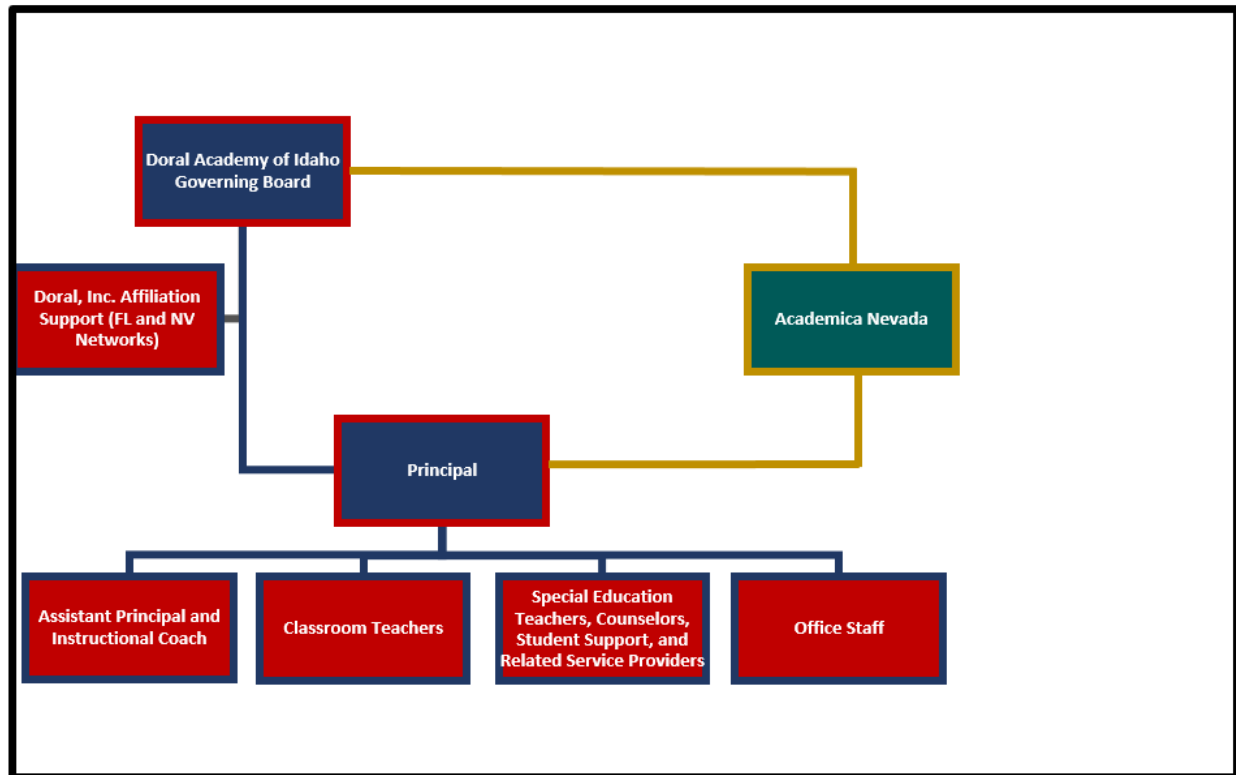
Credentials

- Idaho Licensed Realtor

References

- References are available on request.

Doral Academy Organizational Chart



Doral, Inc. Affiliation

Support from the Doral, Inc. Affiliation will include Principal resources, training, accreditation support, and arts integration support from both the Nevada and Florida Doral networks, among other resources and supports. While this is a replication of the Doral Academy educational model, the Doral Academy of Idaho Governing Board maintains complete authority and autonomy apart from the Doral, Inc. organization in all decisions related to the school.

Academica Nevada

Academica Nevada will provide charter application process and renewal support, bookkeeping, board management support, financial projections, enrollment and lottery support, government compliances, etc. As an educational service provider, Academica Nevada ensures the school's governing body has complete autonomy and control over its school academic program, staffing needs, and curriculum. For further information of these services, please visit [Academica Nevada's website](#).



Doral Academy of Idaho

Principal Job Description

Doral Academy of Idaho is a public charter school serving students in grades K-8. Principal applicants will be expected to provide the leadership and management necessary to administer and implement all programs, activities, and policies essential to ensure high quality educational experiences and services for all students in a safe, nurturing and enriching environment. As a school that focuses on arts integration, it is beneficial that the applicant is familiar with best practices of teaching methods integrating the arts into daily instruction.

QUALIFICATIONS

Education: An earned Master's Degree (or higher) from an Accredited College or University.

EXPERIENCE

A total of five years of school experience is required, including a minimum of three years of experience as a Principal/Assistant Principal. Applicant must hold an Idaho Department of Education Administrator Certificate with a School Principal Endorsement or Administrator Certificate with a Superintendent Endorsement.

REPORTS TO: Doral Academy of Idaho Governing Board

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

The School Principal Shall:

- Pursue the vision and execute the mission of the school.
- As Head of School, he/she will provide leadership and direction to all instructional and non-instructional staff.
- Supervise and observe all instructional practices in the school, including coaching and mentoring directly or through other staff and/or professional development programs.
- Hire, evaluate, and terminate staff that such action with respect to the Director of Finance and Operations positions shall be subject to review and/or approval by the Board of Trustees.
- Administer Doral Academy of Idaho scheduling, enrollment, and curriculum.
- Serve as liaison to the Board of Trustees, including but not limited to providing formal and informal reports to the Board and charter entity.
- Prepare materials in conjunction with the Director of Finance and Operations for Board meeting, including student academic achievement data based on comparative and longitudinal measures.
- Implement and follow policies and procedures.
- Provide a safe environment for learning.
- Ensure proper budgeting, accounting, and auditing, and financial planning.

TERM SHEET

(a) How and Why the ESP was Selected

The founding committee has chosen to partner with Academica, a charter school service organization, and Doral Academy, Inc., an arts integration focused school network, for the planning and establishment of Doral Academy of Idaho. Doral Academy, Inc. is a non-profit corporation and provides educational support services, while Academica handles the 'business' side of the school. The founding committee believes it is in our best interest to replicate a successful school model rather than create a new curriculum and school program from scratch. DAI chose to join the Doral Academy network and contract with Academica because of their outstanding academic and financial success, and because of their track record of successfully replicating the school model. Doral Academy is recognized for excellence nationally by independent organizations and receives excellent results on state performance measures.

While DAI will be replicating Doral Academy Inc.'s school model, DAI's governing board will maintain complete autonomy over the governance of the school. This was an attractive feature to the founding committee because it allows the governing body to tailor DAI to our community's needs.

Doral Academy, Inc. has partnered with Academica to provide business services for over 18 years. Academica is one of the nation's longest-serving charter school service and support organizations. Academica was founded in 1999 on the principle that each school is a unique educational environment led by an independent governing board with a specific vision for its school, and Academica works to facilitate the Board's vision for its school and ensure that vision is implemented. Academica's clients maintain complete control over their schools' academic programs, staffing needs, management, and curricula. Academica has local offices that serve charter management organizations and independent charter schools in Arizona, Florida, California, Texas, Utah, Nevada, Hawaii, Colorado, and Washington D.C. Academica staff from Nevada will assist Doral Academy, Inc. in providing services to Doral Academy of Idaho. DAI will benefit from not only the Doral Academy network of schools, but also an existing portfolio of over 150 Academica partner schools.

Moreover, we feel Academica's fee and Doral Academy Inc.'s affiliation fee are very reasonable. The governing board analyzed data regarding several education service providers currently working with charter schools in Idaho, and the Board concluded that Academica offers a competitive price and has a proven track record of success while still allowing for the Board to maintain full control over the operations of the school.

(b) Term Sheet

Fees and compensation to be paid to the provider: The fee that Academica charges is per pupil based (\$450 per pupil per year). As the number of students enrolled increases, Academica's services necessarily increase as well. For example, a larger student body requires a larger facility and a consequential increase in facilities management services. A larger student body requires more staff and an increase in Human Resources related services. A larger student body requires more equipment and fixtures which creates an increase in procurement, budget management and bookkeeping services. As a result, basing a fee on a fixed per pupil charge is "attributable to the actual services provided" and compliant with State law. Furthermore, since the fee is not a percentage of income, the fee does not increase with any increase in school funding which may be passed by the state legislature. Finally, the Academica contract contains a

provision that allows the fee to be adjusted if the school is facing financial hardship.

Doral Academy, Inc., charges a fee of 1% of annual revenues in exchange for the support services detailed below and the use of the Doral Academy name and logo. The Doral Academy, Inc. fees will support the staff travel and materials necessary to provide the professional development services and accreditation support provided for in the services agreement.

Proposed Duration of Contract: The proposed initial term of the contract is to be two years. Thereafter, the contract shall automatically renew for the full term of the initial Charter Agreement, absent notice of termination.

Renewal and Termination: Following the term of the initial Charter Agreement, the Agreement shall automatically renew for the term of each successive renewal of the Charter Agreement unless and until either party delivers to the other, no more than 180 days nor less than 30-days prior to the expiration of any Charter Agreement, written notice that the Agreement shall be cancelled at the expiration of the term of the then-current Charter Agreement.

Performance Evaluation Measures and Mechanisms: The board expects Academica Nevada to perform each of the specific duties of the contract. Academica Nevada is expected to work in such a manner that school's annual financial audits do not have any material deficiencies. All state reports must be responded to in a timely manner and to the expectations of the specific state agencies. They should work in a manner that is supportive and allows the principals to focus on educational goals. The principals should be able to discuss and get immediate advice on day-to-day operational issues.

The board expects Doral Academy, Inc. to provide regular and effective professional development resources that result in improved instruction and academic performance, as measured by the administrator's teacher evaluations and student assessments. We expect Doral Academy, Inc. to successfully assist in completing the accreditation process. We expect Doral Academy, Inc. to work closely with the principal and instructors in developing open and ongoing communication which includes assistance in problem solving, successful planning strategies, and shared technology programs and training.

Annually, each Board Member and the Principals will evaluate the service provider in eight areas, including Financial Reporting, Financial Management, Human Resource Management, School Operations Management, Start-up and Expansion, Mission Support, Job Knowledge, and Executive Leadership. In evaluating the Service Provider, the Board Members and the Principal will use the Service Evaluation rubric that can be found at the end of this document.

(c) Relationship to Governing Board & Roles and Responsibilities

School Governing Board: The Governing Board will determine the academic direction and oversees the operation of the School. It shall be the responsibility of the governing body to establish annual budgets, adopt financial policies and procedures, set human resources policies, and select the school's legal counsel. The Board will hire, evaluate, and oversee the school principal. The Board will locate a Principal by recruiting talented individuals who have knowledge of and experience with instructional, educational, and school site matters. The Committee to Form agrees that, as the Board of Doral Academy of Idaho, it will need to identify opportunities for growth for the administrator of the school and provide the administrator support to ensure the school is successful. This will be an ongoing process. However, to ensure early success, DAI will partner with Doral Academy, Inc., which will provide the administrator with training, share best practices, and collaborate on educational programs and initiatives. This

partnership will provide DAI's administrator with an immediate knowledge base and support team that will facilitate early and consistent success.

It shall be the responsibility of the Board to know the law and regulations governing the school, attend conferences and technical assistance meetings, avoid conflicts of interest, assign students' interests and academic achievement as the top priority of the school, maintain a diverse governing body, maintain accountability and transparency in all operations, and cooperate with the Board's Sponsor. The Board Chair will assure that the training and orientation set forth in the Bylaws of DAI will focus on preparing the Board to fulfill these responsibilities. The Board will retain independent legal counsel and seek advice and assistance from legal counsel when any issue is in doubt. The Board's legal counsel will not be an employee or Board Member of Academica Nevada or Doral Academy, Inc.

School Staff: The Principal, as the instructional leader, will be responsible for all aspects of day-to-day administration of the school within the scope of the board's operating policy and in compliance with district, state, and federal guidelines. The School's on site administration (principal, assistant principal, and lead staff) will ensure the operations of the school (resources, courses, policies) are in accordance with the mission and vision of the School. The principal, as the instructional leader, will make all school-based decisions, establishing and implementing procedures for the day-to-day operations of the School. The Principal will hire, oversee, and evaluate faculty and staff. The faculty and staff will be responsible for carrying out these procedures in their daily activities and interactions with students, parents' and the community.

The School's on-site administration consists of the principal and/or administrative support staff that is responsible for the curriculum development, working with the teaching staff, and addressing student-related issues. The administrative staff, as instructional leaders, will make all school-based decisions, establishing and implementing procedures for the day-to-day operations of the school. The principal will be an employee of the school, not an employee of an Educational Management Organization. The principal, with the support of the administrative staff, will ensure that the operations of the school (resources, courses, policies) are in accordance with the mission and vision of the school. The Principal will also be the person authorized to draw purchase orders for payment of the school's money. The Principal will have authority to delegate additional administrative tasks to supporting administrative positions including but not limited to assistant principal, lead teacher, office manager, grade/department chairs, etc.

Service Provider: The role of Academica Nevada and Doral Academy, Inc. is to serve at the will and guidance of the Board. We expect Academica Nevada and Doral Academy, Inc., to carry out the defined responsibilities found in their respective contracts and set forth in the "Scope of Services" below in a manner that is consistent and assists the board meet its vision.

The School will hire Academica Nevada to provide specific business support services thereby freeing up the school administrator to focus on the educational goals set by the governing board. Support services that Academica Nevada will provide include, but are not limited to, the following:

- Assist the Board in creating budgets and financial forecasts;
- Assist the Board in preparing applications for grant funds;
- Monitor and assure Compliance with all state reports;
- Assist the Board in locating and securing a school facility;
- Maintain the financial books of the school;
- Assist with systems development;

- At the Board's direction, prepare agendas and post notices of all board meetings;
- Assist the Board in identifying and retaining an employee leasing company; and
- Provide human resources related services such as dispute resolution and contract preparation and review.
- Assist the Board in renewing the School's charter.

As part of the commitment and relationship between Doral Academy of Idaho and Academica Nevada, it is understood and agreed that Academica Nevada will NOT do the following:

- Employ the School Administrator or any other licensed personnel;
- Draw orders for the payment of money, as that responsibility is limited strictly to the school's board and principal;
- Use fees paid by DAI to benefit or subsidize schools located outside of Idaho.
- Permit the school's lease and management contract to be conditioned one upon the other.

Academica Nevada will assist DAI in furthering the school's mission and purpose by enabling the School to obtain better facilities, lower pricing on furniture and equipment, more accurate budget projections, better insurance rates, better benefits packages for employees of the school and better financing rates than would otherwise be possible. These services will help DAI serve more students and maintain financial surpluses without compromising the educational goals of the school.

The school will affiliate with Doral Academy, Inc. to provide the following services:

- On site principal training and professional development;
- On site teacher training and professional development;
- Classroom critique and assessment;
- Technology training; and
- Help attain accreditation.

None of the services provided by Doral Academy, Inc. will overlap those provided by Academica Nevada.

Financial Controls and Oversight: The Board will adopt sound financial policies and accounting procedures. These policies ensure effective internal controls over revenues, expenses and fixed assets and are evaluated on a regular basis to ensure compliance with all statutory and regulatory authorities.

The school principal/administrator will be responsible for all aspects of school operations within the scope of operating policy and budgetary approval by the Governing Board. The school's on-site administration/faculty and staff will report directly to the principal, who then reports to the Governing Board. Academica Nevada will provide bookkeeping, and financial forecasting services to the Governing Board for its oversight and approval.

School invoices relating to daily operations will be managed by Academica Nevada. The principal will manage the daily operations and site-based finances, including expenditures and receivables and seek prior approval from the Board for expenditures over a pre-approved amount (as per Board policy). The Principal and Academica Nevada will report on a monthly basis to the Governing Board on all payroll reports, financial statements, and any other information requested by the Board.

The Board will contract with an independent accounting and audit firm to perform internal control testing and review annually. School Administration, Office Managers, and Academica Nevada staff are required to work closely with the independent accounting and audit firm to develop and implement all necessary internal controls to ensure accurate and honest accounting at all campus locations.

Methods of Contract Oversight and Enforcement by the Governing Board and/or School Staff: The Board will hire independent counsel to advise and guide the Board in any necessary contract oversight and enforcement. The independent counsel will NOT represent Academica Nevada in any capacity.

(d) Provides High-quality Services

As mentioned previously, Academica has local offices that serve charter management organizations and independent charter schools in Arizona, Florida, California, Texas, Utah, Nevada, Hawaii, Colorado, and Washington D.C. Academica staff from Nevada will assist Doral Academy, Inc. in providing services to DAI.

Academica Nevada currently services 7 charter school boards in Nevada. Nevada rates its schools through a star system, with 1-star being the lowest rating and 5-star being the highest. Each school level (elementary, middle, high) receives an individual rating. See below for how well the schools serviced by Academica performed during the 2017-18 school year:

						School/Campus Statewide Accountability Rating	Grades Served
School	Campus	Level	Comparison Entity	Assessment Year	Test Name		
Doral	Cactus	Elementary		2017/2018	SBAC	4 star	K-5th
		Middle				5 star	6th-8th
	Fire Mesa	Elementary		2017/2018		3 star	K-5th
		Middle				4 star	6th-8th
	Pebble	Elementary		2017/2018		5 star	K-5th
		Middle				4 star	6th-8th
	Red Rock	Elementary		2017/2018		5 star	K-5th
		Middle				5 star	6th-8th
		HS				NR	9th-12th
	Saddle	Elementary		2017/2018		4 star	K-5th
Middle			3 star			6th-8th	
Mater	Bonanza	Elementary		2017/2018		1 star	K-5th
		Middle				3 star	6th-7th
	Mountain Vista	Elementary		2017/2018		3 star	K-5th
		Middle				4 star	6th-8th
Pinecrest	Cadence	Elementary		2017/2018		5 star	K-5th
		Middle				5 star	6th-8th
		HS				NR	9th-12th
	Horizon	Elementary		2017/2018		5 star	K-5th
		Middle				5 star	6th-8th
	Inspirada	Elementary		2017/2018		5 star	K-5th
		Middle				5 star	6th-8th
	St. Rose	Elementary		2017/2018		5 star	K-5th
Middle			5 star			6th-8th	
Somerset	Lone Mountain	Elementary		2017/2018		4 star	K-5th
		Middle				5 star	6th-8th
	Losee	Elementary		2017/2018		3 star	K-5th
		Middle				3 star	6th-8th
		HS				NR	9th-12th
	NLV	Elementary		2017/2018		2 Star	K-5th
		Middle				3 star	6th-8th
	Sky Pointe	Elementary		2017/2018		4 star	K-5th
		Middle				3 star	6th-8th
		HS				3 star	9th-12th
	Stephanie	Elementary		2017/2018		4 star	K-5th
		Middle				5 star	6th-8th
SLAM	SLAM	Middle		2017/2018		2 star	6th-8th
		HS				NR	9th-12th

Service Evaluation Rubric

Check the appropriate box next the performance level and provide comments when needed.

Board Management			
Responsibilities: Staff coordinates Board meeting dates, times, and locations. ☐ UNABLE TO RATE THIS CATEGORY			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
No communication is provided regarding Board meeting dates, times, and locations.	Inconsistent communication is provided regarding Board meeting dates, times, and locations.	Staff provides consistent communication regarding Board meeting dates, times, and locations. Quorum confirmation is always ensured.	Staff provides highly consistent communication to all parties regarding Board meeting dates, times, and locations; including calendar invites and reminders.
Comments:			
Responsibilities: Staff is responsible for working with System Leaders for feedback on items to be added to the agenda. Staff is responsible for ensuring timely posting of agendas to designated locations as required by Open Meeting Law. ☐ UNABLE TO RATE THIS CATEGORY			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Staff has no communication with System Leaders during preparation of Board meeting agendas. Staff does not comply with Open Meeting Law, and deadlines are often missed.	Occasionally System Leaders receive communication from staff regarding items to be placed on the agenda. Staff occasionally complies with Open Meeting Law and required deadlines.	Without fail staff works with System Leaders to ensure that necessary items of importance are placed on each agenda. Staff diligently works to comply with Open Meeting Law and consistently meets required deadlines.	Staff provides a high level of service, consistently communicating with System Leaders to ensure all necessary and/or required items are placed on the agenda for Board consideration. Staff always ensures that all posting requirements are met per Open Meeting Law; as well as providing transparency to the system community by providing agenda access in additional locations.
Comments:			
Responsibilities: Staff gathers, prepares, and distributes support materials. Staff prepares all required documents and equipment for use during Board meetings. ☐ UNABLE TO RATE THIS CATEGORY			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
There is a lack of proper support materials prior to Board meetings. Room, documents, and equipment are not prepared for Board meetings.	Timely distribution of support materials prior to Board meetings is inconsistent. Staff lacks proper preparation for Board meeting by failing to provide necessary equipment and materials for the Board meeting.	Staff prepares and distributes accurate support materials in advance of Board meetings, allowing Board members to properly prepare prior to the meetings. Rooms, documents, and equipment are consistently prepared in advance of Board meeting time, allowing	Staff provides highly effective support materials, which are prepared and distributed in a timely manner to allow Board members ample time for preparation. In an effort to provide transparency, staff consistently works to ensure Stakeholder's have access to Board meeting

		meetings to begin on time and run efficiently.	support materials.
Comments:			
Responsibilities: Preparation of Board meeting minutes in a timely manner in compliance with Open Meeting Law. ☐ UNABLE TO RATE THIS CATEGORY			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Staff does not prepare meeting minutes, resulting in violation of Open Meeting Law.	Staff inconsistently prepares Board meeting minutes resulting in occasional violation of Open Meeting Law. Prepared minutes contain errors and/or typos.	Staff prepares accurate minutes, resulting in effective follow up on future agenda items. Staff distributes minutes in accordance with Open Meeting Law.	Staff consistently and expertly prepares minutes, capturing necessary elements of each Board meeting, allowing for an accurate depiction the meeting. As minutes are prepared, staff ensures that any item request and/or items of concern are noted for discussion with System Leaders for future agendas. Minutes are always posted in compliance with Open Meeting Law.
Comments:			
Facilities Maintenance			
Responsibilities: Dispatch vendors to the school site for repairs and maintenance through the Facilities Ticket System. ☐ UNABLE TO RATE THIS CATEGORY			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Requests for repairs and maintenance are ignored and/or no attempt is made to provide service.	Some jobs entered into the ticket system are attended to in a sufficient manner. Modest attempt is made to fulfill job requests.	Jobs entered into the Facilities Ticket System are responded to within 5-10 hours (depending on priority level) and vendors are dispatched to the campus.	Expert or high level of service is provided in dispatching vendors to the school site with immediate follow up when entered into the Facilities Ticket System.
Comments:			
Responsibilities: Secure vendors and bids for ongoing contracted services (janitorial, landscaping, fire inspection, etc.) ☐ UNABLE TO RATE THIS CATEGORY			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Requests for quotes/bids are ignored. Little or no attempt is made to find vendors.	Less than three quotes/bids are presented for ongoing contracted services. There is a delay in providing quotes of more than 40 days.	A minimum of three quotes/bids are presented for ongoing contracted services. Quote/Bids are provided in less than 35 days.	More than three vendors are brought forward with quotes/bids for ongoing contractual services. Quote/Bids are provided within less than 25 days.
Comments:			
Responsibilities: Communicate with site based personnel on requested projects/repairs. ☐ UNABLE TO RATE THIS CATEGORY			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
No communication is	Inconsistent	Effective communication is	Highly consistent level of

provided regarding service projects or repairs.	communication is provided to the facilities representative regarding maintenance and repairs. Extended length of time occurs between communication or schools must seek the information.	provided to the facilities representative regarding the status of a maintenance job after initial request. In addition, weekly communication is provided regarding outstanding requests.	communication is provided to schools with frequent updates regarding the status of outstanding requests. Follow up is provided to ensure schools are highly satisfied with the outcome.
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Comments:

Finance – Accounting

Responsibilities: Budget to actuals are provided to the Board and School Principals in order to make timely and accurate decisions.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Budget to actuals are never provide accurately or timely Board. No explanations of what makes up the differences.	Inconsistently meets deadline for budget to actual. Lack of details as to what makes up the differences.	Consistently provided timely to allow for review and development of questions at or prior to board meetings. Able to provide details and backup (when necessary) to what makes up the differences.	Consistently provided timely, provides expert knowledge of the financials.

Comments:

Responsibilities: Submit State reports on time and ensures schools are meeting required state/federal guideline for use of funds.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Consistently late on submission of state reports. Never communicates with the Board or Schools about new or existing required guidelines for the use of funds.	Inconsistent submittal of reports on time. Little communication to the Board and School about guidelines for the use of funds.	Submit reports on time. Keeps Board and School up to date on guidelines for the use of funds.	All reports are submitted on time and accurately. Board and School are kept up to date about guidelines for use of funds and provide explanations about those guidelines.

Comments:

Responsibilities: Provide Office Managers with support and training to meet their needs (including QB and SGF Account support).

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Office Managers were never trained, questions are never addressed.	Poorly trained, questions are inconsistently addressed in a timely manner (over 1 business day).	Received appropriate training and questions are addressed in a timely manner (within 1 business day).	Receives continuous training and communicates effectively to resolve questions.

Comments:

Finance – Accounts Payable

Responsibilities: AP Clerk answers all my questions in a timely manner and provides constant guidance.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
AP Clerk does not respond to questions and ignores requests for assistance.	AP Clerk will occasionally respond to questions and provides moderate support and guidance.	AP Clerk addresses inquires effectively and within a reasonable amount of time (1 business day). Accounts Payable offers help and guidance when it is requested.	AP Clerk regularly takes the initiative to ask if the school is experiencing any problems, offers solutions and is highly consistent in providing guidance on policies and procedures.
Comments:			
Responsibilities: AP Clerk makes payments to vendors in a timely manner. ☐ UNABLE TO RATE THIS CATEGORY			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
AP Clerk makes little to no attempt to pay vendors on time resulting in late fees, cancellation of orders, interruptions of service and numerous payment status inquiries from vendors.	AP Clerk inconsistently pays vendors on time.	AP Clerk effectively processes payments on time, preserving positive relationships with vendors and improving credit ratings.	AP Clerk exceeds expectations by demonstrating a high turn-around time when processing payments.
Comments:			
Responsibilities: AP Clerk efficiently handles vendor inquiries, credit applications, adding/removing users from current accounts, obtains proper authorization before payments being made according to Financial Policies & Procedures. ☐ UNABLE TO RATE THIS CATEGORY			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
AP Clerk <i>makes no attempt</i> to handle vendor inquiries, credit applications, adds/removes users from current accounts and does not guide me to follow Financial Policies & Procedures.	AP Clerk <i>makes a moderate effort</i> to handle vendor inquiries, credit applications, adds/removes users from current accounts and sometimes guides me to follow Financial Policies & Procedures.	AP Clerk <i>effectively</i> handles vendor inquiries, credit applications, adds/removes users from current accounts and advises me to follow Financial Policies & Procedures.	AP Clerk <i>exceeds expectations</i> in handling vendor inquiries, credit applications, adding/removing users from current accounts and always guides me to follow Financial Policies & Procedures.
Comments:			
Finance – Budgets and Bonds			
Responsibilities: Prepare budgets that are realistic and keep the school compliant with state and debt requirements. ☐ UNABLE TO RATE THIS CATEGORY			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
No communication with the school when prepared. Budgets are unrealistic and do not take into consideration the needs of the school. Budget would not meet the state financial framework or debt covenants.	Little communication of the budget. Budget is shared but little explanation of the budget. Options are not readily explored with the school.	The budget is communicated with the school and overall budget is explained. Options are presented when requested. The budget is realistic and will meet the state and debt covenants.	The budget is explained to the school and the school has a good understanding of the numbers. Different options are presented and explained to the school when requested to see what options may be available. The budget will pass all required state and

			debt covenants.
Comments:			
Responsibilities: Facilitating the purchasing of buildings and management of the bonds.			
☐ UNABLE TO RATE THIS CATEGORY			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
No communication of the process and no updates of throughout the process. Bond covenants are not explained.	Inconsistent updates on the bonding process. Updates to the bond covenants are general and not explained well.	Effective communication about the bond with the proper staff/board members happens timely. Debt covenants are explained.	Highly consistent level of communication is provided to the proper staff/board members. Debt covenants are explained and updated as necessary.
Comments:			
Finance – Payroll			
Responsibilities: Complete personnel changes in the payroll system, assist with the overall payroll processing and requests.			
☐ UNABLE TO RATE THIS CATEGORY			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Requests for assistance are ignored and/or no attempt is made to assist. Communication regarding the request is poor.	Some requests are looked into immediately while others take longer to address. Communication regarding the requests needs improvement.	Requests are completed within 24 hours of being notified. Communication regarding the request is open and prompt.	Requests are handled immediately upon sending the initial request. Communication regarding the request exceeds expectations.
Comments:			
Responsibilities: Submit PERS payroll report to the state on time and accurately.			
☐ UNABLE TO RATE THIS CATEGORY			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
PERS Reporting is not completed on time and it is not accurate when submitted.	PERS reporting is often completed on time and it is at times accurate.	PERS reporting is completed and submitted by the deadline and it is accurate when submitted.	PERS reporting is completed prior to the deadline and it is completely accurate.
Comments:			
Legal Services			
Responsibilities: Providing day-to-day legal support and advice in coordination with counsel hired by the board.			
☐ UNABLE TO RATE THIS CATEGORY			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Requests for legal support and/or advice is ignored and/or no attempt is made to provide legal support or advice.	Requests for legal support and/or advice are occasionally addressed or are addressed in an untimely manner. Responses are unclear or inconsistent.	Requests for legal support and/or advice receive a response within a reasonable amount of time. Responses are clear, concise, and consistent.	Requests for legal support and/or advice receive a response in a timely manner. The Academia Legal Staff anticipates, communicates, and trains school leaders on relevant legal issues.
Comments:			

Responsibilities: Assist schools in preparing and drafting school and board policies and other written documents (i.e. contracts, MOU's) as requested.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Requests for written policies or other documents are ignored.	Requests for written policies and other documents are occasionally addressed or addressed in an untimely manner. Policies or other documents need several revisions or corrections.	Requests for written policies and other documents are prepared within a reasonable amount of time. Written policies or other documents are clear, concise, and consistent.	Requests for written policies and other documents are prepared in a timely manner. The policies or written documents are error free.

Comments:

Responsibilities: Work with campus leaders to resolve legal issues regarding parents, staff, and students.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Academica Legal Staff is unwilling or unable to assist the school in these legal issues.	Academica Legal Staff occasionally assists in these legal issues.	Academica Legal Staff assists with these legal issues by talking to the parent and/or assisting in the discipline of a staff member or student.	Academica Legal Staff is willing to be present to meet with the parent, staff member, or student and/or assists the school in coming to a resolution that is most beneficial to the school.

Comments:

Marketing/Design

Responsibilities: Confer with clients to determine marketing strategy and design of school marketing materials.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Requests for meetings and product designs are ignored and/or no attempt is made to provide service. Material and copy fails to meet needs of particular graphic design job, i.e. the size/material or number of products do not match up with the client's wishes.	Some jobs requested are completed in a sufficient manner. Modest attempt is made to fulfill job requests. Modest attempt is made to fulfill copy and style requirements and meets needs and vision from time to time.	Marketing materials and design requests are confirmed within 48 hours and a timeline is agreed upon. The final printed product is consistent with the scope and vision of the marketing project and is within the proposed budget price point.	Expert or high level of service is provided in defining what the client needs with immediate follow up. Initial design is ready according to the pre-arranged timeline, based on the current que and time sensitivity of each request. Product meets and exceeds client's expectations in type, style, arrangement and size, and shows a mastery of understanding the targeted audience for the material.

Comments:

Responsibilities: Work closely with school principals, directors, managers, administration, and all other school representatives for creative direction.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Opinions and wishes on	Some designs reflect wishes	Most designs are	Products are professional

creative direction are followed rarely.	and direction of client.	satisfactory in their layout, design and concept, and closely match up to client's vision.	and meets or exceeds client's expectations in final design and presentation.
Comments:			
National School Lunch Program (NSLP)			
Responsibilities: Provide technical assistance to ensure schools are in compliance with the NSLP Regulations and Best Practices.			
☐ UNABLE TO RATE THIS CATEGORY			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
No attempt is made to provide technical assistance.	Moderate level of technical assistance is provided.	Consistent level of technical assistance is provided.	High level of technical assistance is provided.
Comments:			
Responsibilities: Provide support in preparation and throughout the NSLP Administrative Review process.			
☐ UNABLE TO RATE THIS CATEGORY			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Minimal support is provided in preparation and throughout the Administrative Review process.	Limited support is provided in preparation and throughout the Administrative Review process.	Frequent support is provided in preparation and throughout the Administrative Review process.	Initiated and highly consistent support is provided in preparation and throughout the Administrative Review process.
Comments:			
Responsibilities: Provide assistance to schools in completing all required NDA reporting and with applying for renewal of the NSLP.			
☐ UNABLE TO RATE THIS CATEGORY			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Little assistance is provided in completing NDA reports and applying for renewal of the NSLP.	Inconsistent assistance is provided in completing NDA reports and applying for renewal of the NSLP.	Appropriate assistance is provided in completing NDA reports and applying for renewal of the NSLP.	Advanced assistance is provided in completing NDA reports and applying for renewal of the NSLP.
Comments:			
Procurement			
Responsibilities: Work with the school leadership to obtain quotes, create purchase orders, and place orders for curriculum, furniture and equipment based upon the school's requests and needs, while making sure to maintain their allotted budget.			
☐ UNABLE TO RATE THIS CATEGORY			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Requests from the school office manager or Principal are ignored and/or attempt to assist in purchasing the materials is not made.	Some requests are fulfilled in a sufficient manner. Requests are taking an unacceptable length of time to be fulfilled.	Quotes are obtained and orders placed in a timely manner. Suggestions are provided for materials that will meet the needs and requirements.	Expert or high level of service is provided in fulfilling requests from school staff. Records are kept and accessible of prior year purchases for reference. Any order issues that are communicated to us are immediately forwarded to the school.

Comments:			
Responsibilities: Assist in creating the Summer Purchasing Budget for the school, and provide regular progress reporting on budget as purchases are made. ☐ UNABLE TO RATE THIS CATEGORY			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Budgets are not communicated with the school administration, school administration is not aware of how much money they have spent and how much money that have left.	Budgets are communicated with the school administration, but only at the request of the school administration.	Budgets are updated in a timely manner and available for the school administration on a normal basis.	Budgets are customized at the request of the school administration, and the budget is communicated with the school every time it is updated.
Comments:			
Responsibilities: Assist as a Liaison for and oversee summer furniture installation. ☐ UNABLE TO RATE THIS CATEGORY			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
No communication is made with the school, installers and furniture show up to the school unannounced.	School Administration is notified of installation dates, but no attempts are made to work around requests from the school.	Communication is effective between all parties involved in the furniture installation process, and school process/timeline requests are met.	The installation is completed with a high level of satisfaction and any issues are communicated effectively with little/no oversight needed by School Administration. School process/timeline expectations are exceeded.
Comments:			
Responsibilities: Assist as a Liaison between the school and curriculum vendors. ☐ UNABLE TO RATE THIS CATEGORY			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
No communication is made with the school regarding what purchases they would like to make.	School Administration is aware of purchases being made but is not receiving any updates regarding the status of the order or any digital access information.	School is aware of purchases being made and is kept apprised of any backorders or shipping delays communicated to us by the vendor. Any digital access updates are processed in a timely manner.	School is provided with a list of all curriculum previously purchased and made aware of any items they need renewal or replenishment. Orders are processed as quickly as possible and updates are quickly made to digital access platforms.
Comments:			
Registration			
Responsibilities: Manage lottery database and communication. ☐ UNABLE TO RATE THIS CATEGORY			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Rarely send acceptances	Sporadically sends out	Consistently sends out	Always monitors numbers

nor monitor databases. Rarely update waitlists. Does not assist with needed phone communication. Rarely responds in a professional and timely manner.	acceptances when reminded. Sporadically maintaining waitlists. Makes phone calls as needed within a week. Sporadically responds in a professional and timely manner.	acceptances when asked. Waitlists and lotteries consistently maintained as asked. Makes phone calls as needed or requested within 72 hours. Consistently responds in a professional and timely manner.	and send out acceptances as needed. Establish and maintains accurate and up-to-date waitlists. Makes phone calls as needed or requested within 24 hours. Always responds in a professional and timely manner.
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Comments:

Responsibilities: Manage Information for Annual Enrollment Audit, attend and assist during in-person DOE audit processes.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Rarely monitors Infinite Campus Master Registry to maintain accurate registration numbers. No audit preparation guidance or assistance provided. No training provided for reporting procedures.	Sporadically monitors Infinite Campus Master Registry to maintain accurate registration numbers. Audit assistance provided in person but no preparation materials provided. Only provides training for new processes and does not review currently used procedures.	Consistently monitors Infinite Campus Master Registry to maintain accurate registration numbers as requested. Provides information for audit preparation with guidance. Person on-site to assist as needed. Provides training for reporting procedures and new processes when asked.	Always monitors Infinite Campus Master Registry to maintain accurate registration numbers. Provides step-by-step information for audit preparation with individual guidance. Full participation assistance provided during attendance audit. Provides continual, on-going assistance and training for reporting procedures and new processes.

Comments:

Responsibilities: Manage Infinite Campus Census and Attendance information and assist in accurate monthly and quarterly attendance reporting.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Rarely provides up-to-date state required attendance reporting procedures and codes. Always provides assistance with Campus Census procedures such as building households, ad hocs, attendance coding, immunizations, flags, enrollments and withdrawals.	Sporadically provides up-to-date state required attendance reporting procedures and codes. Sporadically provides assistance with Campus Census procedures such as building households, ad hocs, attendance coding, immunizations, flags, enrollments and withdrawals.	Consistently provides up-to-date state required attendance reporting procedures and codes. Consistently provides assistance with Campus Census procedures such as building households, ad hocs, attendance coding, immunizations, flags, enrollments and withdrawals.	Always provides up-to-date state required attendance reporting procedures and codes. Always provides assistance with Campus Census procedures such as building households, ad hocs, attendance coding, immunizations, flags, enrollments and withdrawals.

Comments:

School Resource Development (Grants, Charter Applications, Amendments, Renewals, School Programs)

Responsibilities: Coordinate the development, writing, and submission of grant proposals. ☐ UNABLE TO RATE THIS CATEGORY			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Failed to demonstrate adequate understanding of the grant's purpose and/or school's requests/needs for the grant. Did not identify various stakeholder responsibilities. Did not provide update of submission progress. Failed to execute designated roles or submit grant proposal by deadline.	Demonstrated vague understanding of the grant's purpose or school's requests/needs for the grant. Vaguely identified various stakeholder responsibilities. Provided irregular or inconsistent status update of submission progress. Executed designated roles in an ineffective and unprofessional manner. Submitted grant by deadline.	Demonstrated clear understanding of the grant's purpose and school's request/needs for the grant. Identified various stakeholder responsibilities. Provided regular status update of submission progress. Executed designated roles in an effective and professional manner. Submitted grant by deadline.	Demonstrated clear understanding of the grant's purpose and clearly identified various stakeholder responsibilities, deadlines, and other related expectations. Executed designated roles in an effective and professional manner and gathered school feedback for revisions. Provided regular status update of submission progress and submitted grant by or before deadline.
Comments:			
Responsibilities: Coordinate the development, writing, and submission of charter applications, amendments, renewals & various programs ☐ UNABLE TO RATE THIS CATEGORY			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Failed to demonstrate adequate understanding of the project's purpose. Did not identify various stakeholder responsibilities or provide update of submission progress. Failed to execute designated roles or submit project by deadline.	Demonstrated vague understanding of the project's purpose. Vaguely identified various stakeholder responsibilities. Provided irregular or inconsistent status update of submission progress. Executed designated roles in an ineffective and unprofessional manner. Submitted grant by deadline.	Demonstrated clear understanding of project's purpose. Identified various stakeholder responsibilities. Provided regular status update of submission progress. Executed designated roles in an effective and professional manner. Submitted project by deadline.	Demonstrated clear understanding of the project's purpose and clearly identified various stakeholder responsibilities, deadlines, and other related expectations. Executed designated roles in an effective and professional manner and gathered school feedback for revisions. Provided regular status update of submission progress and submitted application by or before deadline.
Comments:			
State Reporting			
Responsibilities: Alert the school system, responsible party and/or Academics Departments of items or information coming due to the State, both from the Authority and the Department of Education. ☐ UNABLE TO RATE THIS CATEGORY			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Staff does not provide ample notice to schools after receiving notice from the proper agency, of items	Staff sometimes provides forward notice of items or information coming due (once the due dates are	Staff provides timely notice, once deadlines are received from the proper agency, as to the information or items	Once deadlines are received from the proper agency, staff always goes to great lengths to ensure that all

or information coming due and school employees are often rushing to submit requested items.	received from proper agency); however, those responsible are sometimes still rushing to complete items timely.	due, giving the responsible party ample time to complete.	parties involved are aware of the information and/or items coming due and works to gain extensions where necessary. Staff sends out a calendar invite for all items coming due, as well as, staff provides reminders of upcoming due dates.
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Comments:

Responsibilities: Works with each school system, responsible party and/or Academics departments to gather necessary information to ensure information or required items are submitted timely and accurately. When questions arise, staff works with the Authority and/or Department of Education to gain clarification on information requested and works to ensure that all systems receive a clear explanation of requirements. Assists parties in completing reports, etc. as requested. Works with necessary party to obtain an extension, if necessary.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Staff does not provide assistance to ensure the timely and accurate submission of items or information. Nor does staff work to gain additional information when questions arise.	Staff at times will work to facilitate the gathering of information or items for submission. Staff inconsistently attempts to gather additional information from various agencies, however, little follow up takes place in this regard.	Staff regularly works with systems or necessary staff to gather the required information or items for submission. Staff offers to be of any assistance to those persons, whether to gather information independently or to work with others. Staff frequently works with other agencies to obtain additional guidance when needed.	Staff provides a high level of service in working with each system to ensure timely and accurate submission of information. When questions arise that staff cannot answer, staff diligently works with other agencies to obtain additional guidance when needed and provides follow up when additional information is not received. Staff offers assistance at all times to help with data compilation or collection of documents to ensure proper compliance.

Comments:

Responsibilities: Submission of all documents related to reimbursement under grant funding. Maintain thorough and accurate records to ensure that all items are submitted timely and accurately, in order to ensure the proper reimbursement to the system. Responsible for assisting with revised grant budgets, when the need arises. Assist with any questions either the system, Academics departments or various agency departments might have regarding reimbursements submitted and projections of future grant spending.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Staff does not maintain proper grant reimbursement records and does not meet reimbursement request deadlines. Staff is not in communication with agencies regarding grant-	Staff maintains minimal records, which at time leads to inaccurate or late information being submitted. Staff works sparsely with other department or systems regarding grant	Staff maintains thorough records and files with regard to each grant a system is awarded, allowing for a streamlined process to ensure timely and accurate submissions. Staff works with all systems	Staff diligently works to ensure that all grant reimbursement files are complete and accurate, resulting in consistently timely and accurate reimbursement submissions. Staff

funding questions. Staff does not assist the system with budget revisions.	reimbursement questions or the revisions to grant budgets. As well, staff does not interact on a regular basis with various agencies inquiring about spending projections.	to modify grant budgets, as the need arises. Staff works with all agencies that have questions regarding grant reimbursements or other grant related questions.	frequently works with systems to ensure that any budget modifications needed are updated and submitted to the state for approval. Staff consistently follows up with the state on any questions they might have regarding the revisions, as well as the status of a submitted revision. Staff has built a strong working relationship with the various agencies in which reimbursement requests are submitted, in order to ensure any information needed is provided, resulting in timely reimbursement processing.
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Comments:

Teacher Recruitment

Responsibilities: Track and advertise job openings for the school site. Facilitate the sharing of job openings across school systems to facilitate coordinated recruiting efforts.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Jobs are inconsistently posted to recruiting platform(s). No attempt at communication with school site administration is made by the recruitment representative. Jobs posted are consistently out of date or inaccurate.	Jobs are posted to recruiting platform(s) within a sufficient amount of time. Recruitment representative makes an attempt to communicate with the school site to update openings.	Jobs are accurately posted to recruiting platform(s) within 12-24 hours of notification of the job opening. Recruitment representative consistently communicates with school site administration to ensure job openings are up to date.	Jobs are accurately posted to recruiting platform(s) within 12 hours of notification of the job opening. Recruitment representative initiates consistent communication with school site administration regarding open positions and frequently sends prospective candidates to school administration as appropriate.

Comments:

Responsibilities: Track teacher licensure and notify teachers of license expiration.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Licensed staff are not notified of upcoming license expiration at least 6 months in advance. No attempt is made to notify licensed staff and	Licensed staff are inconsistently notified of upcoming license expiration at least 6 months in advance. A modest attempt is made to notify	Licensed staff are consistently notified of upcoming license expiration at least 6 months in advance. Licensed staff and administration are	Licensed staff are consistently notified of upcoming license expiration, including an explanation of any provisions or requirements

administration when a staff member's license lapses. Requests for assistance with licensure questions are ignored.	licensed staff and administration when a staff member's license lapses. Minimal assistance is offered when licensure questions arise.	notified promptly when a staff member's license lapses. Effective assistance is given to licensed staff and administration when licensure questions arise.	needed to renew the license. Licensed staff and administration are notified within 1 week of a staff member's license lapsing. Expert assistance is given when licensure questions arise.
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Comments:

Responsibilities: Organize and execute teacher hiring fairs. Coordinate attendance at out of state recruiting fairs for administrators as needed.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Recruitment team makes little or no attempt to organize hiring fairs during the school year. School sites have minimal opportunity to effectively hire teachers and support staff from these events.	Recruitment team prepares and executes 2 hiring fairs per school year. There is limited organization to the hiring fairs, which leads to inconsistent recruitment opportunities for school sites.	Recruitment team effectively prepares and executes 2 hiring fairs per school year. The hiring fairs are organized and frequently assist the school sites with teacher and support staff recruitment for the current or upcoming school year.	Recruitment team effectively prepares and executes 2 highly-organized hiring fairs per school year. The school sites are consistently given the opportunity to hire teachers and support staff at these events. Feedback is acquired from school sites and implemented in future hiring fairs.

Comments:

Travel

Responsibilities: To book travel for school employees in accordance with governmental regulations.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Inadequate communication with the school and requests are not handled timely. Travel does not meet the school budget requirements (GSA standards).	Limited communication with the school. Modest attempt is made to book travel with in the school budget requirements (GSA guidelines). Travel requests are not attended to in a sufficient manner.	Travel is booked in a timely manner and within school budgetary requirements (GSA guidelines).	Highly consistent communication with the school. Travel is booked in a timely manner and meets school budget requirements (GSA guidelines). Helps with travel problems when they occur.

Comments:

Responsibilities: Registers school employees for conferences when requested.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Requests are ignored and conference is not booked for school employees.	Limited communication with the school regarding the conference. Conference early bird discounts and/or group rates are missed (if requested on time).	Conference is booked in a timely manner. Conference early bird and/or group discounts are applied (if requested on time).	Highly consistent communication with the school. Conference early bird and/or group discounts are applied (if requested on time).

Comments:

CHARTER SCHOOL SERVICES AND SUPPORT AGREEMENT

BETWEEN

DORAL ACADEMY OF IDAHO, INC.

AND

ACADEMICA IDAHO, LLC

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CHARTER SCHOOL SERVICES AND SUPPORT AGREEMENT

This is an Agreement to provide services and support to a Charter School by and between Doral Academy of Idaho, Inc. (“Doral”) and Academica Idaho LLC (“Service Provider”)

WHEREAS, Doral has a contract (“the Charter”) with the Idaho Public Charter School Commission (the “State”) to operate a charter school, known as the Doral Academy of Idaho, Inc. (the “School”);

WHEREAS, the School is governed by the Board of Directors of Doral Academy of Idaho, Inc. (the “Board”);

WHEREAS, academic control and freedom are integral to the success of the School and the Board must have complete autonomy and control over its academic program, staffing needs, and curriculum;

WHEREAS, Doral shall ensure that its School is professionally operated in accordance with the requirements of its Charter and the requirements of all State and Federal laws as well as the requirements of local municipal and or county ordinances which may be applicable to the operation of the School or its facilities;

WHEREAS, Service Provider has been established to provide professional services and support to public charter schools;

WHEREAS, it is Service Provider’s mission to ensure that the vision of the School’s Board of Directors is faithfully and effectively implemented;

WHEREAS, Service Provider’s officials are familiar with the governmental agencies and requirements needed to establish and operate a public charter school as well as the requirements of the Charter, all State and Federal authorities, and the local municipal and or county government which may be applicable to the operation of the School or its facilities;

WHEREAS, Service Provider’s officials are familiar with the various local, state and federal funding sources for charter school programs and have successfully obtained grants, other forms of revenue and financing for other charter school programs;

WHEREAS, Service Provider’s officials have attended and will continue to attend local, state, and federal meetings and conferences for charter school operators and consultants;

WHEREAS, Service Provider provides services and support a network of charter schools and believes that there are benefits to having a wide variety of employment opportunities and options available to the employees of public charter schools serviced by Service Provider;

WHEREAS, it is Service Provider's duty to implement the vision of the Board of Directors, ensuring the autonomy and governing authority of the Board of Directors of Doral, and the Board of Director's duty to make all decisions and direct Service Provider to act accordingly on the Board's behalf.

WHEREAS, Doral and Service Provider desire to enter into this agreement for the purpose of having Service Provider provide services and support to the School at the direction of the Board of Directors;

NOW THEREFORE, the parties to this Agreement agree as follows:

DUTIES OF SERVICE PROVIDER:

1. Recitals

The forgoing recitals are true, correct and incorporated herein.

2. Engagement

Doral engages Service Provider to provide administrative services and support to the School as more fully set forth herein. Service Provider accepts such engagement pursuant to the terms of this Agreement.

3. Duties

Service Provider will coordinate the services required to support the School, and will keep the Board updated as to all important developments with regard to the Service Provider's services. In connection with this, Service Provider will report to the Board and advise it of the systems established for administrative duties, including those related to initial setup and the ongoing operational budget. Service Provider will comply with all Board and School policies and procedures, the Charter, and with all applicable state and federal rules and regulations. Service Provider's services shall include, but not be limited to:

- a. identification, design and procurement of facilities and equipment,
- b. staffing recommendations,
- c. human resources/payroll services and coordination,
- d. regulatory compliance and state reporting,
- e. legal and corporate upkeep,
- f. public relations and marketing,

- g. the maintenance of the books and records of the School,
- h. bookkeeping, budgeting and financial forecasting.

The provider assures the Board that all uniform, system-wide reporting, record keeping, and accountability systems will be compliant with Idaho requirements. The Board will review any recommendations made by Service Provider and act upon them in the manner the Board decides.

4. Board of Directors Meetings

Service Provider will attend the meetings of the Board and the staff of the School. Service Provider shall maintain the minutes and records of those meetings and ensure that the School complies with the requirements of Idaho Code § 74-205 regarding such meetings and record keeping.

5. Record Keeping

Service Provider will maintain the records of the School at the location designated by the Board. Service Provider will ensure compliance with applicable Idaho State law and regulations requirements for record keeping. In addition, Service Provider will ensure that designated on site staff receives proper training by the State's appropriate departments for student school record keeping through its designated programs.

6. Bookkeeping

Service Provider will serve as liaison with the State to ensure the accuracy and timeliness of financial reporting and record keeping as required by the Charter and State law.

7. Staff Administration

Service Provider shall identify and propose for employment by or on behalf of Doral qualified principals, teachers, paraprofessionals, administrators and other staff members and education professionals for positions in the School. The teachers employed for the School will be certified as required by Idaho State law and regulations. Service Provider shall coordinate with the Board or the Hiring Committee established by the Board to identify, recruit and select individuals for School-based positions. The Board will make all hiring decisions in its discretion and in accordance with law. All employees selected by the Board shall be Doral employees or employees leased to Doral, and will not be employees of Service Provider. Service Provider shall prepare employment contracts for approval by the Board that are to be used for the purpose of hiring employees.

8. Financial Projections and Financial Statements

Service Provider will prepare annual budgets and financial forecasts for the School to present to the Board for review and approval or disapproval. The School will utilize the Idaho Financial Accounting Reporting Management System at the direction of the Board, as a means of codifying all transactions pertaining to its operations. The Board shall annually adopt and maintain an operating budget. The Board, based on recommendations made by the accounting firm, will adopt accounting policies and procedures. Service Provider will prepare, with the review and approval of the Board, regular unaudited financial statements as required to be delivered to the State which will include a statement of revenues and expenditures and changes in fund balances in accordance with generally accepted accounting principles. These statements will be provided in advance of the deadline for submission of such reports to the State. Doral will provide the State with annual audited financial reports as required by the Charter. These reports will be prepared by a qualified independent, certified public accounting firm. Service Provider will provide the regular unaudited financial statements, books and records to the auditor for review in connection with the preparation of the reports. The reports shall include a complete set of financial statements and notes thereto prepared in accordance with the Charter and generally accepted accounting principles for inclusion into the School's financial statements annually, formatted by revenue source and expenditures and detailed by function and object, no later than September 15th of each year.

9. Grant Solicitation

Service Provider will solicit grants available for the funding of the School from the various government and private and institutional sources that may be available. Such grants will include, but are not limited to, federal grants programs and various continuation grants for charter schools.

10. Financing Solicitation and Coordination

Service Provider will coordinate obtaining financing from private and public sources for loans desired by the Board.

11. Other Funding Sources

Service Provider will coordinate the solicitation of School Improvement Grant funds, if available, from the appropriate state or local agencies. Similarly, Service Provider will coordinate the solicitation of other state, federal, or local government funds earmarked for school facilities development, improvement, or

acquisition as well as other sources of funding that may become available to charter schools from time to time.

12. Annual Reporting

Service Provider will coordinate the preparation of the Annual Report for the School as required by the Idaho Public Charter School Commission or Board. The Report will be submitted to the Board for approval, and Service Provider will coordinate the delivery and review process established by the State and Charter School legislation for the Annual Report.

13. School Board Representation

The Board President will serve as primary liaison with the State Public Charter School Authority and its officials on behalf of the School. Service Provider will also serve as a liaison of the Board to the State and its officials. In connection therewith, Service Provider's representatives will attend required meetings and public hearings.

14. Governmental Compliance

Service Provider will advise the Board on compliance with state regulations and reporting requirements of the Charter School. Service Provider will also advise the Board on compliance with the School's Charter with the State. The School's Charter with the State is incorporated herein by reference.

15. Charter Renewal Coordination

Service Provider will assist the Board with renewal of the School's Charter on a timely basis. Service Provider will negotiate the terms of the renewal Charter with the State on behalf of the Board and provide the Board with notice and seek Board approval of any renewal provisions which modify or alter the terms of the original Charter between the School and the State.

16. Facilities Identification Expansion, Design and Development

Service Provider shall meet and confer with the Board for the purpose of identifying the facilities needs of the School from year to year. In connection therewith, Service Provider shall advise the Board and assist the School in identifying, procuring and planning the design of new facilities or in the expansion of existing ones. Service Provider will identify and solicit investors to acquire and develop facilities for lease or use by the school. Where such investors are related to Service Provider or its principal, that relationship will be disclosed to the Board, and the Board's vote of approval for such a selection, ratify that the disclosed

relationship is not disqualifying. Further, Service Provider shall recommend and retain on behalf of the School qualified professionals in the fields of school design and architecture and engineering as well as in the area of development and construction for the expansion, design, development, and construction of new or existing facilities.

17. Systems Development

Service Provider will identify and develop a Idaho based and state compliant school information system to be used in connection with the administration and reporting system for the School. This includes, but is not limited to, accounting documentation filing systems, student records systems, computer systems, and telecommunications services.

TERM OF AGREEMENT

18. Initial Term

The term of the Agreement shall commence on _____ and shall continue through the duration of the Charter granted by the State, or other sponsor should the School's sponsor change, unless terminated earlier, as provided herein, or modified by written agreement of the parties.

19. Renewal

At the conclusion of the term of this Agreement the parties may mutually agree, but shall have no obligation, to renew the terms of this Agreement.

20. Termination

(a) Either party may terminate this Agreement immediately for cause. Termination for cause shall be defined, for purposes of this Agreement, as the breach of any material term of this Agreement, when such breach continues for a period of thirty (30) days after written notice, or when any such breach recurs following cure, and following written notice to the other party describing the breach. Notwithstanding the above, in the event of a significant event, Doral may terminate this Agreement immediately without providing Service Provider with thirty (30) days to cure the defect. For the purposes of this Agreement, a "significant event" shall be defined as an act or omission by the Service Provider which results in a breach of the School's Charter such that the Charter is subject to termination, interrupts the School's operations and/or results in a threat to the School's viability. Upon notice of termination under this Section, Doral shall only be required to pay Service Provider for services rendered through the date of the notice of termination for cause.

(b) Duties upon termination. In the event this Agreement is terminated with or without cause, the parties shall work cooperatively to ensure that the School's operations continue without interruption. Service Provider shall immediately and peaceably deliver to Doral any and all books, documents, electronic data or records of any kind or nature pertaining to the operation of the School or any transactions involving the School. This Section shall survive the termination of this Agreement.

COMPENSATION

21. Base Compensation

Doral shall pay Service Provider a services and support fee in accordance with the following schedule:

Number of Students	Fee
175-225	Flat Fee \$10,000
226-325	\$75 per student per annum
326-425	\$150 per student per annum
426-525	\$225 per student per annum
526-624	\$300 per student per annum
625 or more	\$450 per student per annum

The fee shall be payable in equal monthly installments, provided that Doral shall have no obligation to pay such fee before receiving its Full Time Equivalent (FTE) funding from the State of Idaho. The fee will be payable, unless terminated, provided that Doral receives such funds. Such funding does not include funds for special services or federal dollars, in which event the monthly installments shall accrue until funding is received. In the event that funding is decreased in future years to an amount less than the 2020-2021 state funding, either party may request review of the base compensation amount. The Service Provider will consider lowering the fee should the school experience financial distress.

22. Additional Services

Service Provider will provide additional services not covered under this Agreement to the Board as requested by the Board by proposal to Board and subject to Board approval. This may include services that are not within the regular course of running the School, including but not limited to special projects, litigation

coordination, and land use coordination. Such projects may include the engagement, at the expense of Doral, of other professionals or consultants who may be independent from Service Provider or part of Service Provider's network of consulting professionals.

23. Reimbursement of Costs

Service Provider shall be reimbursed for actual costs incurred in connection with travel, lodging, and food, attending required conferences and other events on behalf of the School, provided that the Board shall give prior written approval for such cost. Such costs shall be split, pro-rata, with any and all other schools for which the travel was undertaken.

24. Incurred Expenses

Pursuant to the agreement of the Board and Service Provider, Service Provider may defer some or all of the services and support fees and/or costs for additional services and/or reimbursements due hereunder from one fiscal year to the next, which will be duly noted in the School's financial records.

OTHER MATTERS

25. Designated Contact Person

The designated contact person of Service Provider shall be the CEO of Academica Idaho, LLC - Robert B. Howell.

26. Conflicts of Interest

No officer, shareholder, employees or director of Service Provider may serve on the Board. Service Provider will comply with the Conflicts of Interest rules set out in the Charter. In addition, if there exists some relationship between Service Provider, its officers, directors, employees or principals and any other person or entity providing goods or services to the School, Service Provider agrees to disclose the relationship to the Board.

27. Insurance and Indemnification

Service Provider shall carry liability insurance in the amount of FIVE MILLION AND 00/100 DOLLARS (\$5,000,000.00) and indemnify the School for acts or omissions of Service Provider. Service Provider agrees to provide, upon request of the Board, certificates of insurance with carriers, in amounts and for terms reasonably acceptable to the Board. Service Provider hereby agrees to defend, indemnify, hold harmless and protect Doral, the Board, the School and their successors and assigns, from and against any and

all liabilities, claims, forfeitures, suits, penalties, punitive, liquidated, or exemplary damages, fines, losses, causes of action, or voluntary settlement payments, of whatever kind and nature, and the cost and expenses incident thereto (including the costs of defense and settlement and reasonable attorney's fees) (hereinafter collectively referred to as "claims") which such party may incur, become responsible for, or pay out as a result of claims connected to the acts, services, conduct or omissions of Service Provider, its employees or agents. School shall be named as an additional insured on such policy(ies) of insurance.

28. Miscellaneous

(1) Neither party shall be considered in default of this Agreement if the performance of any part or all if this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

(2) This Agreement shall constitute the full, entire and complete agreement between the parties hereto. All prior representations, understandings and agreements are superseded and replaced by this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing, and said written modification(s) shall be executed by both parties. Any amendment to this Agreement shall require approval of the Board.

(3) Neither party shall assign this Agreement without the written consent of the other party;

(4) No waiver of any provision of or default under this Agreement shall be deemed or shall constitute a waiver of any other provision or default unless expressly stated in writing.

(5) If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any part of any other provision of this Agreement and all such provisions shall remain in full force and effect.

(6) This Agreement is not intended to create any rights of a third party beneficiary.

(7) This Agreement is made and entered into in the State of Idaho and shall be interpreted according to and governed by the laws of that state. Any action arising from this Agreement, shall be brought in a court in Ada, Idaho.

(8) In the event of a dispute arising from this Agreement, the prevailing party shall be awarded

reasonable attorneys' fees and costs.

(9) Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or at such other address as either party may designate by notice from time to time in accordance herewith:

If to Service Provider: **Academica Idaho, LLC**
6630 Surrey St.
Las Vegas, NV 89119
Attention: Robert Howell

If to Board: **Doral Academy of Idaho, Inc.**
Address
Address
Attention:

(10) The headings in the Agreement are for convenience and reference only and in no way define, limit or describe the scope of the Agreement and shall not be considered in the interpretation of the Agreement or any provision hereof.

(11) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.

(12) Each of the persons executing this Agreement warrants that such person has the full power and authority to execute the Agreement on behalf of the party for whom he or she signs.

THIS AGREEMENT was approved at a meeting of the Board of Directors of Doral held on the ____ day of _____. At that meeting, the undersigned Director of Doral was authorized by the Board to execute a copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

Doral Academy of Idaho, Inc. Board

By: _____
Board Chair

Date: _____

ACADEMICA IDAHO, LLC

By: _____
Robert Howell, CEO

Date: _____

DRAFT

DORAL ACADEMY OF IDAHO

June 30, 2019

Dr. Mary Ann Ranells
Superintendent of Schools
West Ada School District
1303 East Central Drive,
Meridian, ID 83642

Dear Dr. Ranells,

Doral Academy of Idaho is a newly proposed charter school, which intends to serve Kindergarten-8th Grade students in the Meridian, Idaho area. As such, the school anticipates opening in the fall of 2020 and will serve students within the West Ada School District boundaries.

In compliance with Idaho Code §33-5205, the purpose of this letter is to inform you that, as a group of petitioners, we are seeking an authorizer for this proposed charter school and offer to attend a district board of trustees meeting, if the superintendent so requests.

Attached along with this letter is a copy of our proposed charter petition for your reference.

If you have any questions please email Carolyn Baird at carolynbairdrealstate@gmail.com.

Thank you,

Carolyn Baird
Founding Member of Doral Academy of Idaho



Proposed Governing Board of Directors

Carolyn Baird
carolynbairdrealstate@gmail.com

Jade Millington
jade.millington@gmail.com

Jennifer St. John
jennijean14@hotmail.com

Joseph Mortensen
mojoe13@gmail.com

Krystine Archer
krysti.archer@gmail.com

Lisa Mortensen
lisamort01@gmail.com

Miquelle Crosland
charleighs.angels@gmail.com

DORAL ACADEMY OF IDAHO

June 30, 2019

Dr. Paula Kellerer
Superintendent of Schools
Nampa School District
619 South Canyon Street
Nampa, ID 83686

Dear Dr. Kellerer,

Doral Academy of Idaho is a newly proposed charter school, which intends to serve Kindergarten-8th Grade students in the Meridian, Idaho area. As such, the school anticipates opening in the fall of 2020 and could potentially serve students within the Nampa School District boundaries.

In compliance with Idaho Code §33-5205, the purpose of this letter is to inform you that, as a group of petitioners, we are seeking an authorizer for this proposed charter school and offer to attend a district board of trustees meeting, if the superintendent so requests.

Attached along with this letter is a copy of our proposed charter petition for your reference.

If you have any questions please email Carolyn Baird at carolynbairdrealstate@gmail.com.

Thank you,

Carolyn Baird
Founding Member of Doral Academy of Idaho



Proposed Governing Board of Directors

Carolyn Baird
carolynbairdrealstate@gmail.com

Jade Millington
jade.millington@gmail.com

Jennifer St. John
jennijean14@hotmail.com

Joseph Mortensen
mojoe13@gmail.com

Krystine Archer
krysti.archer@gmail.com

Lisa Mortensen
lismort01@gmail.com

Miquelle Crosland
charleighs.angels@gmail.com

DORAL ACADEMY OF IDAHO

June 30, 2019

Dr. N. Shalene French
Superintendent of Schools
Caldwell School District
1502 Fillmore Street,
Caldwell, ID 83605

Dear Dr. French,

Doral Academy of Idaho is a newly proposed charter school, which intends to serve Kindergarten-8th Grade students in the Meridian, Idaho area. As such, the school anticipates opening in the fall of 2020 and could potentially serve students within the Caldwell School District boundaries.

In compliance with Idaho Code §33-5205, the purpose of this letter is to inform you that, as a group of petitioners, we are seeking an authorizer for this proposed charter school and offer to attend a district board of trustees meeting, if the superintendent so requests.

Attached along with this letter is a copy of our proposed charter petition for your reference.

If you have any questions please email Carolyn Baird at carolynbairdrealstate@gmail.com.

Thank you,

Carolyn Baird
Founding Member of Doral Academy of Idaho



Proposed Governing Board of Directors

Carolyn Baird
carolynbairdrealstate@gmail.com

Jade Millington
jade.millington@gmail.com

Jennifer St. John
jennijean14@hotmail.com

Joseph Mortensen
mojoe13@gmail.com

Krystine Archer
krysti.archer@gmail.com

Lisa Mortensen
lisamort01@gmail.com

Miquelle Crosland
charleighs.angels@gmail.com

DORAL ACADEMY OF IDAHO

June 30, 2019

Coby Dennis
Superintendent of Schools
Boise Independent School District
8169 West Victory Road,
Boise, ID 83709

Dear Mr. Dennis,

Doral Academy of Idaho is a newly proposed charter school, which intends to serve Kindergarten-8th Grade students in the Meridian, Idaho area. As such, the school anticipates opening in the fall of 2020 and could potentially serve students within the Boise Independent School District boundaries.

In compliance with Idaho Code §33-5205, the purpose of this letter is to inform you that, as a group of petitioners, we are seeking an authorizer for this proposed charter school and offer to attend a district board of trustees meeting, if the superintendent so requests.

Attached along with this letter is a copy of our proposed charter petition for your reference.

If you have any questions please email Carolyn Baird at carolynbairdrealstate@gmail.com.

Thank you,



Carolyn Baird
Founding Member of Doral Academy of Idaho

Proposed Governing Board of Directors

Carolyn Baird
carolynbairdrealstate@gmail.com

Jade Millington
jade.millington@gmail.com

Jennifer St. John
jennijean14@hotmail.com

Joseph Mortensen
mojoe13@gmail.com

Krystine Archer
krysti.archer@gmail.com

Lisa Mortensen
lisamort01@gmail.com

Miquelle Crosland
charleighs.angels@gmail.com

Doral Academy, Inc. Data												
Florida's State Accountability Performance Framework grades schools on an A-F scale. Nevada's State Accountability Performance Framework grades schools on a 5-1 Star scale.												
School	2013-14	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07	2005-06	2004-05	2003-04	2002-03
Florida												
Doral Academy, (Elementary)	A	A	A	A	A	A	A	A	A	A	A	--
Just Arts and Management Charter Middle School	A	B	--	--	--	--	--	--	--	--	--	--
Doral Academy Charter Middle School	A	A	A	A	A	A	A	A	A	A	A	--
Doral Academy of Technology	A	A	A	--	--	--	--	--	--	--	--	--
*Doral Academy Charter High School	B	A	A	A	A	A	A	A	B	B	C	A
**Doral Performing Arts and Entertainment Academy	A	A	A	A	A	A	A	A	A	--	--	--
Nevada												
Doral Academy of Nevada (Elementary)	5 Star	--	--	--	--	--	--	--	--	--	--	--
Doral Academy of Nevada (Middle School)	3 Star	--	--	--	--	--	--	--	--	--	--	--
--Indicates school was Not Yet Open.												



July 24, 2019

To Whom It May Concern:

As a business owner in the community I am writing on behalf of my agency office to express my support for the approval of DORAL ACADEMY OF IDAHO. As a father of many young children myself, I believe that this new tuition-free public charter school will benefit so many families in the local community. As our area continues to experience exponential growth, DORAL ACADEMY OF IDAHO open doors for those who choose to keep arts integrated with science and math.

Students will thrive at DORAL ACADEMY OF IDAHO through hands-on learning that incorporates music – including some instrumental and theoretical instruction throughout the school day. Students will be introduced to areas of discipline they may never otherwise experience before high-school. Arts-integration will help improve their overall performance in many if not all subject areas.

DORAL ACADEMY OF IDAHO will be a great addition to the existing tuition-free, public charter schools in Ada County. The school will bring a proven educational approach to Meridian and will serve the growing student population in our community. Potential areas for partnership with include the following:

- *participating in student-teacher-parent "career day" fairs
- *staff participation during school hrs (volunteer reading assistance, teacher assistance, etc.)

I support DORAL ACADEMY OF IDAHO and would be very happy to see a new school of choice in our community.

Sincerely,

Bruce Ritchie

Managing Owner

Allstate Office

3120 W Belltower Dr.

Ste 175

Meridian, ID 83646 (208) 376-0548

ANNE WATSON SORENSEN ART WFWS IWS

www.aesorensen.com (208)870-2570 aewatsonart@aol.com

July 23, 2019

To Whom It May Concern:

I am writing to express my support for the approval of Doral Academy of Idaho. I believe that Doral Academy of Idaho will be an incredible asset and of great benefit to our children, families, and local community.

Doral Academy of Idaho will fill a need in our community for K-8 education focused on arts-integration. There is an ever-growing demand for greater emphasis on arts disciplines in education, and research shows that students who are introduced to career disciplines before high school can develop early interest in these fields and improve their overall performance in all subject areas.

Doral Academy of Idaho will be a great addition to the existing tuition-free, public charter schools in Ada County. Doral Academy of Idaho will bring a proven educational approach to Meridian, serving a diverse student population reflective of our community.

Potential areas for partnership include:

Speaking to students about life as a full-time professional artist and how it has impacted my life and community.

I support Doral Academy of Idaho and would be very happy to support an excellent school of choice in our community.

Sincerely,



Anne Watson Sorensen

Artist

Watercolors by Watson LLC

www.aesorensen.com

2725 N Duane Dr

Meridian ID 83646

To Whom It May Concern:

I am writing to express my support for the approval of Doral Academy of Meridian. I believe that Doral Academy of Meridian will be an incredible asset and of great benefit to our children, families, and local community.

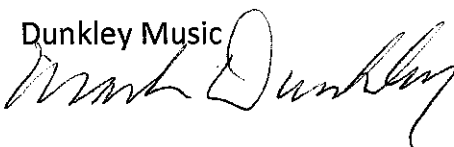
Doral Academy of Meridian will fill a need in our community for K-8 education focused on Arts Integration. There is an ever-growing demand for greater emphasis on arts disciplines in education, and research shows that students who are introduced to career disciplines before high school can develop early interest in these fields and improve their overall performance in all subject areas.

Doral Academy of Meridian will be a great addition to the existing tuition-free, public charter schools in Ada County. Doral Academy of Meridian will bring a proven educational approach to Idaho, serving a diverse student population reflective of our community. Potential areas for partnership include:

Purchasing of all types of Musical instruments. Rental of Band and Orchestra instruments, we repair all types of instruments. We have a Recital Hall that Seats 100 people that could be used. We have Band and Orchestra representatives that we send out to the schools to help train Band and Orchestra teachers. We sell and install PA and audio equipment. We have rental programs for guitars. Anything musical we can be of assistance to you.

I support Doral Academy of Meridian and would be very happy to support an excellent school of choice in our community.

Sincerely,

Dunkley Music


Mark Dunkley
President



July 24, 2019

To Whom It May Concern:

I am writing to express my support for the approval of DORAL ACADEMY OF IDAHO. I believe that this new tuition-free public charter school will be an incredible asset and of great benefit to our children, families, and local community. DORAL ACADEMY OF IDAHO will fill a need in our booming community for additional choices for K-8 education focused on arts-integration.

There is an ever-growing demand for greater emphasis on arts disciplines in education, and research shows that students who are introduced to career disciplines before high school can develop early interest in these fields and improve their overall performance in all subject areas.

DORAL ACADEMY OF IDAHO will be a great addition to the existing tuition-free, public charter schools in Ada County. The school will bring a proven educational approach to Meridian and will serve the growing student population in our community. Potential areas for partnership with include the following:

- *participating in student-teacher-parent health fairs
- *providing ongoing dental services to students/families with before school hours, after-hrs, emergency services, and Saturday hours
- *offering Care Credit to those unable to pay immediately for services
- *staff participation during school hrs (specials)

I fully support DORAL ACADEMY OF IDAHO and am excited to see a new school of choice in our area.

Sincerely,

Andrew D. Baird, DDS

Owner, CEO

Eagle River Smiles



Fidelity National Title®

To Whom It May Concern:

I am writing to express my support for the approval of Doral Academy of Idaho. I believe that Doral Academy of Idaho will be an incredible asset and of great benefit to our children, families, and local community.

Doral Academy of Idaho will fill a need in our community for K-8 education focused on arts-integration. There is an ever-growing demand for greater emphasis on arts disciplines in education, and research shows that students who are introduced to career disciplines before high school can develop early interest in these fields and improve their overall performance in all subject areas.

Doral Academy of Idaho will be a great addition to the existing tuition-free, public charter schools in Ada County. Doral Academy of Idaho will bring a proven educational approach to Meridian, serving a diverse student population reflective of our community. Potential areas for partnership include:

Fidelity National Title of Idaho would like to help Doral Academy of Idaho advertise their new school by providing mailing lists/labels to households with K-8 children within the WestAda School District. We will also provide paper, ink and postage for the mailers. Once the school is established, we will continue our partnership by providing education in our area of expertise to older students to help them prepare for their financial future.

I support Doral Academy of Idaho and would be very happy to support an excellent school of choice in our community.

Sincerely,

Phil Archer
VP / Treasure Valley Manager
Fidelity National Title

485 E Riverside Drive, Suite 200, Eagle ID 83616
3715 E Overland Road, Suite 100, Meridian ID 83642
5700 E Franklin Rd, Suite 205, Nampa ID 83687



Mayor Tammy de Weerd

City Council Members:

Luke Cavener
Ty Palmer
Treg Bernt

Joe Borton
Genesis Milam
Anne Little Roberts

To Whom It May Concern:

I am writing to express my support for the approval of Doral Academy of Idaho. I think that a charter school like Doral Academy of Idaho can be an incredible asset and of great benefit to our children, families, and local community.

There is an ever-growing demand for greater emphasis on arts disciplines in education. Research shows that students who are introduced to career disciplines before high school improve their overall performance in all subject areas. Doral Academy of Idaho can meet a need in our community for K-8 education focused on arts-integration. As a school that stands apart from other local offerings like the Idaho Fine Arts Academy, the Doral Academy fills an alternate need and provides an additional opportunity to our local students and families.

Doral Academy of Idaho will be a great addition to the existing tuition-free, public charter schools in Ada County. Potential areas for partnership include:

- Participation in our annual chalk art competition
- Opportunity for Doral Academy to exhibit student work in Initial Point Gallery

I support Doral Academy of Idaho as a school of choice in our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Hillary Blackstone", with a long horizontal flourish extending to the right.

Hillary Blackstone

Commissions & Committees Coordinator

Historic Preservation Commission | Meridian Arts Commission

mac@meridiancity.org

July 15, 2019

To Whom It May Concern:

I am writing to express my support for the approval of Doral Academy of Idaho. I believe Doral Academy of Idaho will be an incredible asset and a great blessing to our children, families, and thriving community at large.

Doral Academy of Idaho will fill an immense need in our community for K-8 education focused on arts integration in the school. There is an ever-growing demand for greater emphasis on arts disciplines in education, and research shows students who are introduced to career disciplines before high school can develop early interest in these fields and improve their overall performance in all subject areas.

Doral Academy of Idaho will be a great addition to the existing tuition-free, public charter schools in the great state of Idaho. Doral Academy of Idaho will bring a proven educational and systematic approach to Idaho, serving a diverse student population reflective of our community.

Potential areas for partnership include:

I would love to provide one or two Buddy Bench(s) for the school. The Buddy Bench is to help eliminate loneliness and foster friendship on the playground.

I would also like to contribute to the school by organizing an annual career day for the school.

I strongly advocate Doral Academy of Idaho and would be very pleased to support an excellent school of choice in our community.

Sincerely,

Miquelle Crosland

Owner, REALTOR®
Meridian and Eagle Homes

To Whom It May Concern:

As the owner of Motions Dance Studio, LLC, I am writing this letter of support for Doral Academy of Idaho.

The goals of Doral Academy of Idaho provide for a systematic approach to raising academic achievement of students in Meridian, Idaho. The recent history of Doral Academy of Idaho partner schools demonstrates the commitment of school personnel to developing arts-integration based on educational research and providing the support necessary to successfully implement these programs. The result has been continuous improvement in the academic achievement of students.

As the owner of Motions Dance Studio, LLC, I highly support Doral Academy of Idaho and believe the implementation of this program will provide data that can be used for increasing academic achievement in school districts throughout our country.

Respectfully,

Brianna L Nelson

Owner
Motions Dance Studio, LLC



To Whom It May Concern:

I am writing to express my support for the approval of Doral Academy of Idaho. I believe that Doral Academy of Idaho will be an incredible asset and of great benefit to our children, families, and local community.

Doral Academy of Idaho will provide greater emphasis on arts disciplines in education. This will be a benefit to our community as the arts provide another way to explore and learn concepts presented in education.

Doral Academy of Idaho will be a great addition to the existing tuition-free, public charter schools in Ada County. Doral Academy of Idaho will bring a proven educational approach to Idaho, serving a diverse student population reflective of our community.

Doral Academy of Idaho and A New Leaf can explore ways in which A New Leaf can partner or provide support to the school as they continue to prepare for opening their doors.

I support Doral Academy of Idaho and would be very happy to support an excellent school of choice in our community.

Sincerely,

Keith Crownover
President
A New Leaf

A New Leaf, Inc.
2548 N. Stokesberry Place • Meridian, ID 83646
(208) 939-3888 • (208) 939-5599 Fax
contactus@anewleaf.info

To Whom It May Concern:

I am writing to express my support for the approval of Doral Academy of Idaho.

Doral Academy of Idaho will be a great addition to the existing tuition-free, public charter schools in Ada County. Doral Academy of Idaho will bring a proven educational approach to Meridian, serving a diverse student population reflective of our community.

Small Horse would be interested in developing a partnership with Doral Academy to explore ways to ensure that play and physical activity is integrated into the curriculum as well.

I support Doral Academy of Idaho and would be very happy to support an excellent school of choice in our community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nick St. John', with a long horizontal flourish extending to the right.

Nick St. John
CEO
Small Horse Technology, Inc



317 W. Cherry Lane
Meridian, ID 83642

1664 Woodsage, Ste 110
Meridian, ID 83642

5898 S. Quamash Way
Boise, ID 83716

July 30, 2019

To whom it may concern,

I am writing this letter to indicate my strong support for the approval of Doral Academy of Idaho. I am truly delighted to learn about our community's potential opportunity to benefit from the opening of a new tuition-free public charter school. As I have learned about the high caliber of education Doral Academy of Idaho provides, I feel strongly that our children and ultimately our community will prosper from its establishment. I also believe that its goals and mission are conducive to the long term educational development and growth of our children.

I am certain that Doral Academy of Idaho will be an important asset to our area. Truly, our community is in need of additional educational opportunities and choices. This program would meet this great need.

In closing, I would again like to strongly affirm my support for this wonderful opportunity and I hope that my opinion as a mother and business woman will be noted in this important decision. I sincerely appreciate the opportunity to voice my opinion and appreciate your consideration.

Sincerely,

Dr. Julie L. Hess

I am interested in receiving information and updates regarding Doral Academy of Idaho charter school for the 2020-2021 school year.

Guardian/Parent First Name: JILL

Guardian/Parent Last Name: MCKNIGHT

Street Address: 2612 NW 12TH

City: MERIDIAN

State: ID

Zip Code: 83646

Home Phone: _____

Work Phone: _____

Mobile Phone: 208.263.6310

Email Address: KZMAMA@HOTMAIL.COM

Please circle grade(s) your student(s) will be attending for 2020-2021 school year:

Kinder 1 2 3 4 5 6 7 8 9 10 11 12

Current School: MERIDIAN ELEMENTARY

How did you hear about us? FRIEND

I agree that Doral Academy of Idaho collects and stores my name, email and form information:

Signature Full Name: Jill McKnight

Your privacy is important to us. Doral Academy of Idaho will not share, sell or disclose you personal information to third parties. It will only be used to transmit information pertaining to our organization.

NOTE: Completing this form does not guarantee acceptance into the school. You will be informed of Open Enrollment dates upon approval of Doral Academy of Idaho by the Idaho State Charter Authority. All students are required to go through lottery selection and enrollment procedures to attend Doral Academy of Idaho charter school. Doral Academy of Idaho is a tuition free public charter school. We are committed to providing an equal opportunity education for all applicants without regard to race, religion, color, sex, gender identity, sexual orientation, national origin, citizenship status, age, disability or any other protected status in accordance with all federal, state and local laws.

I am interested in receiving information and updates regarding Doral Academy of Idaho charter school for the 2020-2021 school year.

Guardian/Parent First Name: BRANDI

Guardian/Parent Last Name: COOK

Street Address: 2066 W. VERONA DR.

City: MERIDIAN

State: IDAHO

Zip Code: 83646

Home Phone: _____

Work Phone: _____

Mobile Phone: 208-841-3733

Email Address: BLDCLOG@YAHOO.COM

Please circle grade(s) your student(s) will be attending for 2020-2021 school year:

Kinder 1 2 3 4 5 6 7 8 9 10 11 12

Current School: HUNTER ELEM.

How did you hear about us? NEIGHBOR

I agree that Doral Academy of Idaho collects and stores my name, email and form information:

Signature Full Name: BRANDI COOK

Your privacy is important to us. Doral Academy of Idaho will not share, sell or disclose you personal information to third parties. It will only be used to transmit information pertaining to our organization.

NOTE: Completing this form does not guarantee acceptance into the school. You will be informed of Open Enrollment dates upon approval of Doral Academy of Idaho by the Idaho State Charter Authority. All students are required to go through lottery selection and enrollment procedures to attend Doral Academy of Idaho charter school. Doral Academy of Idaho is a tuition free public charter school. We are committed to providing an equal opportunity education for all applicants without regard to race, religion, color, sex, gender identity, sexual orientation, national origin, citizenship status, age, disability or any other protected status in accordance with all federal, state and local laws.

I am interested in receiving information and updates regarding Doral Academy of Idaho charter school for the 2020-2021 school year.

Guardian/Parent First Name: NATALEE

Guardian/Parent Last Name: WEBB

Street Address: 1749 W. TANERO ST.

City: MERIDIAN

State: IDAHO

Zip Code: 83646

Home Phone: _____

Work Phone: _____

Mobile Phone: 208-761-4632

Email Address: NATALEE.WEBB622@GMAIL.COM

Please circle grade(s) your student(s) will be attending for 2020-2021 school year:

Kinder 1 2 3 4 5 6 7 8 9 10 11 12

Current School: HUNTER ELEM.

How did you hear about us? NEIGHBOR

I agree that Doral Academy of Idaho collects and stores my name, email and form information:

Signature Full Name: Natalee Webb

Your privacy is important to us. Doral Academy of Idaho will not share, sell or disclose you personal information to third parties. It will only be used to transmit information pertaining to our organization.

NOTE: Completing this form does not guarantee acceptance into the school. You will be informed of Open Enrollment dates upon approval of Doral Academy of Idaho by the Idaho State Charter Authority. All students are required to go through lottery selection and enrollment procedures to attend Doral Academy of Idaho charter school. Doral Academy of Idaho is a tuition free public charter school. We are committed to providing an equal opportunity education for all applicants without regard to race, religion, color, sex, gender identity, sexual orientation, national origin, citizenship status, age, disability or any other protected status in accordance with all federal, state and local laws.

I am interested in receiving information and updates regarding Doral Academy of Idaho charter school for the 2020-2021 school year.

Guardian/Parent First Name: DANIEL & TRISTA

Guardian/Parent Last Name: GIBSON

Street Address: 3821 N. COOL RIVER WAY

City: MERIDIAN

State: IDAHO

Zip Code: 83646

Home Phone: _____

Work Phone: _____

Mobile Phone: 208-615-1874

Email Address: DANIELTRISTAG@GMAIL.COM

Please circle grade(s) your student(s) will be attending for 2020-2021 school year:

Kinder 1 2 3 4 5 6 7 8 9 10 11 12

Current School: HOMESCHOOLING

How did you hear about us? NEIGHBOR

I agree that Doral Academy of Idaho collects and stores my name, email and form information:

Signature Full Name: Daniel & Trista Gibson

Your privacy is important to us. Doral Academy of Idaho will not share, sell or disclose you personal information to third parties. It will only be used to transmit information pertaining to our organization.

NOTE: Completing this form does not guarantee acceptance into the school. You will be informed of Open Enrollment dates upon approval of Doral Academy of Idaho by the Idaho State Charter Authority. All students are required to go through lottery selection and enrollment procedures to attend Doral Academy of Idaho charter school. Doral Academy of Idaho is a tuition free public charter school. We are committed to providing an equal opportunity education for all applicants without regard to race, religion, color, sex, gender identity, sexual orientation, national origin, citizenship status, age, disability or any other protected status in accordance with all federal, state and local laws.

I am interested in receiving information and updates regarding Doral Academy of Idaho charter school for the 2020-2021 school year.

Guardian/Parent First Name: JOY

Guardian/Parent Last Name: BURNINGHAM

Street Address: 2257 W. SAN REMO DR.

City: MERIDIAN

State: IDAHO

Zip Code: 83646

Home Phone: _____

Work Phone: _____

Mobile Phone: 208.995.9221

Email Address: JOYBURNINGHAM@GMAIL.COM

Please circle grade(s) your student(s) will be attending for 2020-2021 school year:

Kinder 1 2 3 4 5 6 7 8 9 10 11 12

Current School: HOMESCHOOLING NOW

How did you hear about us? NEIGHBOR

I agree that Doral Academy of Idaho collects and stores my name, email and form information:

Signature Full Name: Joy Burningham

Your privacy is important to us. Doral Academy of Idaho will not share, sell or disclose you personal information to third parties. It will only be used to transmit information pertaining to our organization.

NOTE: Completing this form does not guarantee acceptance into the school. You will be informed of Open Enrollment dates upon approval of Doral Academy of Idaho by the Idaho State Charter Authority. All students are required to go through lottery selection and enrollment procedures to attend Doral Academy of Idaho charter school. Doral Academy of Idaho is a tuition free public charter school. We are committed to providing an equal opportunity education for all applicants without regard to race, religion, color, sex, gender identity, sexual orientation, national origin, citizenship status, age, disability or any other protected status in accordance with all federal, state and local laws.

I am interested in receiving information and updates regarding Doral Academy of Idaho charter school for the 2020-2021 school year.

Guardian/Parent First Name: DANAKA

Guardian/Parent Last Name: STANGER

Street Address: 2126 W. ASTONTE STREET

City: MERIDIAN

State: IDAHO

Zip Code: 83616

Home Phone: _____

Work Phone: _____

Mobile Phone: 208-250-8061

Email Address: SANDDSTANGER@GMAIL.COM

Please circle grade(s) your student(s) will be attending for 2020-2021 school year:

Kinder 1 2 3 4 5 6 7 8 9 10 11 12

Current School: COMPASS CHARTER

How did you hear about us? FROM NEIGHBOR

I agree that Doral Academy of Idaho collects and stores my name, email and form information:

Signature Full Name: Danaka Stanger

Your privacy is important to us. Doral Academy of Idaho will not share, sell or disclose you personal information to third parties. It will only be used to transmit information pertaining to our organization.

NOTE: Completing this form does not guarantee acceptance into the school. You will be informed of Open Enrollment dates upon approval of Doral Academy of Idaho by the Idaho State Charter Authority. All students are required to go through lottery selection and enrollment procedures to attend Doral Academy of Idaho charter school. Doral Academy of Idaho is a tuition free public charter school. We are committed to providing an equal opportunity education for all applicants without regard to race, religion, color, sex, gender identity, sexual orientation, national origin, citizenship status, age, disability or any other protected status in accordance with all federal, state and local laws.

Idaho Principal Evaluation Framework

Domain 1 – School Climate: *An educational leader promotes the success of all students by advocating, nurturing and sustaining a school culture and instructional program conducive to student learning and staff professional development. An educational leader articulates and promotes high expectations for teaching and learning while responding to diverse community interest and needs.*

1a. School Culture: *Principal establishes a safe, collaborative, and supportive culture ensuring all students are successfully prepared to meet the requirements for tomorrow's careers and life endeavors.*

Unsatisfactory	Basic	Proficient	Distinguished
The principal ☐ Is inconsistent in creating maintaining rules and policies designed to ensure a safe environment for staff and students. ☐ Ignores or dismisses conflict ☐ Passively listens to staff and community feedback but relies on his/her personal interpretation. ☐ Barriers continue or are created due to the lack of willingness to collaborate toward improving the school setting.	The principal ☐ Complies with pertinent laws and policies regarding school safety and prevention by creating a detailed school safety plan, which addresses potential physical and emotional threats. ☐ Establishes rules and related consequences designed to keep students safe. ☐ Responds to conflict and seeks to resolve it. ☐ Alone or with school leadership team, monitors school climate by gathering data about student and staff perceptions; responds to significant issues after they arise. ☐ Connects appropriate strategies and solutions to known barriers to promote a school culture of excellence, equity, and safety across all school settings.	The principal also ☐ Ensures that disciplinary policies and actions remove students from learning opportunities only as a last resort. ☐ Ensures that staff proactively engages in conflict resolution. ☐ Models and promotes positive school culture. ☐ Actively elicits and uses feedback that measures the school and community perceptions and uses this data consistently to monitor and improve school climate. ☐ Collaborates with all school-level stakeholders in creating opportunities to safely examine assumptions and beliefs, which may serve as barriers to a school culture that embraces diversity in race, language, gender, culture and values.	The principal also ☐ Collaborates with other school/district leaders to develop more effective strategies to comply with regulations, improve school safety, and ensure equitable application of safety procedures. ☐ Collaborates with other school/district leaders to proactively identify physical and emotional threats and resolve them peacefully. ☐ Reduces conflict in school and district setting by monitoring and promoting a positive school culture encouraging positive engagement between students, staff, and parents. ☐ Systematically elicits feedback from school, district, and community and is explicit in analysis of and reflection on data and establishes actions based on data analysis. ☐ Collaborates with other school/district leaders as well as with instructional staff, students, and their families in creating opportunities to safely examine deeply held assumptions and beliefs, which may serve as barriers to a school culture that embraces diversity in race, language, gender, culture, and values.

1b. Communication: *Principal is proactive in communicating the vision and goals of the school or district, the plans for the future, and the successes and challenges to all stakeholders.*

Unsatisfactory The principal	Basic The principal	Proficient The principal also	Distinguished The principal also
☐ Doesn't develop a vision for the school or develops a vision for the school with little or no collaboration with stakeholders. ☐ Does not monitor school goals or plans or align them to school programs. ☐ Does not create or support opportunities for departments to communicate or collaborate. ☐ Uses print and/or email but does not use additional technology (e.g., website, social media) for communication to parents or other external constituents. A technology-based communications plan is not available.	☐ When making organizational decisions, refers to and requires others to reference the mission and vision, ensuring all staff know and understand it. ☐ Monitors school goals, programs, and actions. ☐ Facilitates clear, timely communication across the school's departments to support effective and efficient school operations. ☐ Uses print and/or email and intermittently uses additional technology (e.g., website, social media) for communication to parents or external constituents. ☐ Puts in place a technology-based communication plan that shows the timeline for information dissemination.	☐ Ensures that stakeholders have meaningful input in the school's vision and mission, aligning with academic and social learning goals for students. ☐ Adjusts the school improvement plan using data and input from stakeholders to ensure that programs and actions support the school's vision and mission. ☐ Leads school staff in using multidirectional communication strategies and engages stakeholders. ☐ Creates a technology-based communications plan that is based upon community members' technology use preferences and is timed to the school schedule.	☐ Leads, participates in, or advocates for changes to school or district vision and goals based on data to improve performance, school culture, and school success. ☐ Through the use of multiple communication strategies, leads staff, colleagues, and community in creating and monitoring school improvement plans in alignment with the district's initiatives. ☐ Collaborates with staff and community members through the use of multiple communication strategies to increase the effectiveness of internal and external communication. ☐ Leads, participates in, or advocates for the use of technology or the development of technology-use communications plans to increase communication to all stakeholders regarding appropriate information for all stakeholders.

1c. Advocacy: *Principal advocates for education, the district and school, teachers, parents, and students that engenders school support and involvement.*

Unsatisfactory The principal ☐ Does not meaningfully involve all stakeholders in the school's activities. ☐ Considers the community separate from the school and overlooks opportunities to engage in the community's various cultures.	Basic The principal ☐ Invites community input and inconsistently uses the input to inform decisions. ☐ Provides isolated opportunities for involving the community in school activities.	Proficient The principal also ☐ Consistently seeks and/or creates opportunities that engages the school community in activities that support teaching and learning. ☐ Promotes appreciation and understanding of the community's various cultures by providing opportunities for interaction with the community within the school.	Distinguished The principal also ☐ Leads or collaborates on initiatives to bring the community into the school facility to better understand its initiatives, culture, and/or needs. ☐ Proactively engages students, educators, parents, and community partners in building relationships that improve teaching and learning along with other emerging issues that impact district and school planning, programs, and structures.
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Domain 2 – Collaborative Leadership: *An educational leader promotes the success of all students by ensuring management of the organization, operations and resources for a safe, efficient and effective learning environment. In collaboration with others, uses appropriate data to establish rigorous, concrete goals in the context of student achievement and instructional programs. He or she uses research and/or best practices in improving the education program.*

2a. Shared Leadership: *Principal fosters shared leadership that takes advantage of individual expertise, strengths, and talents, and cultivates professional growth.*

Unsatisfactory The principal ☐ Does not use professional learning plans to support staff professional learning. ☐ Provides few advancement or leadership opportunities for staff. ☐ Has not begun to develop and implement shared leadership as part of the process of shared governance.	Basic The principal ☐ Through the use of professional learning plans, provides feedback on professional behavior to teachers and other staff and remediates behavior as needed. ☐ Provides staff equal access to opportunities for learning, leadership, and advancement. ☐ Has begun to develop and implement shared leadership as part of the process of shared governance.	Proficient The principal also ☐ Encourages professional growth through the use of a professional learning plan, providing opportunities for individualized professional development. ☐ Creates structured opportunities for instructional staff and other staff to expand leadership. ☐ Effectively develops and sustains a culture of shared leadership as part of the process of shared governance.	Distinguished The principal also ☐ Leads, participates in, or advocates for expanding the power of professional learning plans and their use as a tool to create dialog that promotes leaders throughout school and district. ☐ Collaborates with other school/district leaders on how to facilitate structured opportunities for increased shared leadership. ☐ Collaborates with other school/district leaders on how to effectively develop and sustain a culture of shared leadership as part of the process of shared governance.
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2b. Priority Management: *Principal organizes time and delegates responsibilities to balance administrative/managerial, educational, and community leadership priorities.*

Unsatisfactory The principal ☐ Does not manage time effectively or prioritize activities. ☐ Does not manage projects successfully, which leads to milestones and deadlines missed. ☐ Lacks systems and processes for planning and managing change. ☐ Cannot use or explain the use of technology to support instruction and learning.	Basic The principal ☐ Prioritizes the use of school time to ensure that some staff activities focus on improvement of student learning; organizes majority of professional time to the school's priorities but may also engage in time wasting activities. ☐ Manages projects using list of milestones and deadlines; impact of change is sometimes documented. ☐ Establishes clear and consistent process and systems to manage change. ☐ Uses email, but relies on others to facilitate communications and monitoring through the use of technology to support instruction and learning.	Proficient The principal also ☐ Prioritizes the use of school time to ensure that staff and student activities focus on improving student learning. ☐ Applies project management to systems throughout the school and systematic monitoring and collaboration with stakeholders. ☐ School staff and other stakeholders adhere to established processes and procedures in place to manage and monitor change. ☐ Uses and initiates the use of technology among staff in order to support instruction and learning.	Distinguished The principal also ☐ Coaches or facilitates other leaders in effective use of school time by prioritizing to ensure staff and student activities focus on school priority areas and student learning. ☐ Leads, participates in, or advocates for districtwide efforts to apply project management systems and facilitates systematic monitoring and collaboration with stakeholders. ☐ Mentors/Coaches other school leaders in effective, transparent strategies that systematically manage and monitor change while incorporating staff and stakeholders. ☐ Uses advanced features to lead effective use of a variety of technology tools to increase productivity and support instruction and learning.
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2c. Transparency: *Principal seeks input from stakeholders and takes all perspectives into consideration when making decisions.*

Unsatisfactory The principal ☐ Makes decisions with little or no consultation with stakeholders.	Basic The principal ☐ Is transparent with staff about allocation of resources and any expected changes.	Proficient The principal also ☐ Seeks input from stakeholders, and is transparent about decisions by informing stakeholders of purposes and anticipated effects of those decisions.	Distinguished The principal also ☐ Anticipates the possible effects of decisions to minimize unintended consequences.
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2d. Leadership Renewal: *Principal strives to continuously improve leadership skills through, professional development, self-reflection, and utilization of input from others.*

Unsatisfactory The principal ☐ Does not write or consider a professional learning plan. ☐ Does not engage in professional development opportunities. ☐ Does not use self-reflection or monitoring of goals in measuring professional growth. ☐ Does not address discrimination or intolerance in professional growth, reflection practices, or in the school community. Does not address problems of discrimination or intolerance in the school community.	Basic The principal ☐ Completes a professional learning plan in a timely manner. ☐ Engages in professional development offered to principals by the district. ☐ Meets requirements for self-reflection, evaluating his/her own practice, and discussing feedback with evaluator; adjusts practice as required. ☐ Pursues professional development and training to support efforts in eliminating discrimination or intolerance in the school	Proficient The principal also ☐ Seeks throughout the year to improve leadership skills by collaborating with colleagues, pursuing professional development that improves leadership skills, and is incorporated in a professional learning plan. ☐ Uses feedback, surveys, and evaluations to inform personal professional development plans and improves practice by consistently monitoring progress and making adjustments as necessary. ☐ Uses self-reflection and data that is aligned to school and district vision and/or needs. As goals are measured and achieved, leadership skills, school culture, and student learning are improved. ☐ Acts as a role model against discrimination and intolerance and leads professional development/conversations as necessary so that students and staff support efforts to eradicate any of these practices from the school setting.	Distinguished The principal also ☐ Leads, participates in, or advocates for district efforts to improve principal professional development that improves leadership skills while incorporating these skills within professional learning plans. ☐ Leads, participates in, or advocates for the use of feedback, surveys, and evaluations that inform professional development and improves professional practice by consistently monitoring progress and making adjustment as necessary. ☐ Leverages opportunities to lead staff and district to systematically monitor professional development and progress towards goals using self-reflection and data to measure and improve professional skills. ☐ Leads, participates in, or advocates for districtwide efforts against discrimination or intolerance.
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2e. Accountability: *Principal establishes high standards for professional, legal, ethical, and fiscal accountability self and others.*

Unsatisfactory The principal	Basic The principal	Proficient The principal also	Distinguished The principal also
☐ Is not prepared, is often absent at key meetings, engages in disrespectful behaviors that do not honor others. ☐ Manages fiscal responsibilities in a disordered, irresponsible way. ☐ Engages in illegal or unethical conduct. ☐ Does not understand policies and laws related to school and district. ☐ Cannot describe how technology tools are used to collect, organize or analyze data.	☐ Is prepared, participates in, and is ready to listen to and respect others in planned and unplanned meetings with periodic exceptions (sidebar conversations, distractions during planned or unplanned meetings). ☐ As allowed by the district, allocates available fiscal, personnel, space, and material resources in an appropriate legal and equitable manner. ☐ Does not engage in illegal or unethical conduct. ☐ Understands policies and laws related to school and district and enforces or complies as necessary. ☐ Encourages staff to use some technology tools to collect, organize and analyze data.	☐ Is prepared, participates fully in, and is ready to listen to and respect others in planned and unplanned meetings. He/she encourages ideas and engages others in meaningful dialogue. ☐ Works with others to modify educational systems, as needed, to increase their effectiveness in using and allocating fiscal, personnel, space, and material resources to meet all students' needs. ☐ Meets the letter and spirit of the law, avoiding both the fact and appearance of impropriety concerning illegal or unethical behavior, while expecting students and colleagues to display professional ethical and respectful behavior at all times. ☐ Effectively implements district rules, policies, and laws while enforcing clear expectations, structures, and fair rules and procedures for students and staff. ☐ Conscientiously and routinely studies changes to laws and policies to maintain the school's compliance. ☐ Uses/demonstrates the use of technology tools for data analysis.	☐ Leads and is an example for others concerning preparation for meetings, participation, and respectful behaviors within meetings, while promoting appropriate behavior in meetings and encouraging sharing of ideas and engaging others in meaningful dialogue. Provides meaningful and timely input into the development of district and board policy. ☐ Leads, participates in, or advocates for district or statewide efforts to improve the effective and efficient use of resources, supporting fiscal accountability. ☐ Leads, participates in, or advocates for districtwide professional development concerning illegal or unethical conduct. ☐ Leads, participates in, or advocates for conversations about district rules, policies, and laws while enforcing clear expectations, structures, and fair rules and procedures for students and staff. ☐ Leads colleagues in using a systematic method to routinely study changes to laws and policies to maintain the school's compliance. ☐ Leads, participates in, or advocates for the use of technology tools for data analysis.

Domain 3 – Instructional Leadership: *An educational leader promotes the success of all students by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community. He or she provides leadership for major initiatives and change efforts and uses research and/or best practices in improving the education program.*

3a. Innovation: *Principal seeks and implements innovative and effective solutions that comply with general and special education law.*

Unsatisfactory	Basic	Proficient	Distinguished
The principal ☐ Does not support or encourage staff members to refine curriculum, innovate, or improve instruction. ☐ Does not provide opportunities for instructional staff to collaboratively analyze data to support individual students or groups of students. ☐ Is familiar with local, state, and federal laws and policies. ☐ Has not promoted the use of technology that supports student mastery of the required curriculum.	The principal ☐ Inconsistently provides opportunities for staff members to refine curriculum, innovate, or improve instruction OR mandates activities that are not meaningfully connected to staff engagement and/or school needs. ☐ Has begun to engage instructional staff in the collaborative analysis of data to support individual students or groups of students. ☐ Adheres to all local, state, and federal laws and policies and regulations while ensuring activities legally align to the connecting laws, policies, and regulations. ☐ Encourages instructional staff members to have access to some technology, hardware, software, professional learning, and support.	The principal also ☐ Encourages opportunities for instructional staff to routinely engage in techniques to review performance data and student work to refine curriculum implementation and innovation. ☐ Systematically engages instructional staff in ongoing collaborative analysis to plan for continuous improvement for each student, student group, and subgroup of students and the school as a whole. ☐ Conscientiously and routinely studies changes to laws and policies while collaborating with experts concerning general and special population educational needs of students. ☐ Requires, monitors, and models the use of technology that supports student mastery of the required curriculum.	The principal also ☐ Coaches or mentors others in the use of techniques such as action research to refine curriculum implementation and innovation. ☐ Encourages members of his/her instructional staff to lead district in techniques such as action research projects to refine curriculum and drive innovation. ☐ Leads, participates in, or advocates for a districtwide, systematic collaboration of instructional staff and coaches ongoing collaborative analysis to plan for continuous improvement for each student, student group, and subgroup of students and the school as a whole. ☐ Routinely studies changes to laws and policies and leverages relationships with external agencies, organization, and partners to support collaboration with experts concerning general and special population educational needs ☐ Coaches or leads district leadership in promoting, monitoring and modeling the use of technology to support mastery of the required curriculum.

3b. Instructional Vision: *Principal ensures that instruction is guided by a shared, research-based instructional vision that articulates what students do to effectively learn the subject.*

Unsatisfactory The principal ☐ Is not familiar with and has not mapped Idaho's standards or planned for their implementation. ☐ Lacks an instructional vision that includes the process of curriculum alignment, both vertically and horizontally. ☐ Does not have a research-based strategic action plan regarding instruction.	Basic The principal ☐ Provides time, space, and opportunities for staff to align curriculum to Idaho standards per district instructional priorities. ☐ Encourages staff to collaborate in the process of curriculum alignment, both vertically and horizontally. ☐ Has shared a research-based strategic action plan regarding how instruction is shared and has clarified roles to enhance organizational alignment.	Proficient The principal also ☐ Leads and collaborates with instructional staff to align the school curriculum and instruction with Idaho standards. ☐ Implements an instructional vision to fully align the curriculum horizontally and vertically with Idaho standards. ☐ Collaborates with instructional staff to create a research-based strategic action plan that ensures instruction is guided and shared and clarifies roles to enhance organizational alignment.	Distinguished The principal also ☐ Leads, participates in, or advocates for identification of best practices to align curriculum and instruction to Idaho standards. ☐ Leads, participates in, or advocates for curriculum alignment through a systematic, continuous process to fully align the curriculum horizontally and vertically with Idaho standards. ☐ Leads, participates in, or advocates for a research-based strategic action plan through collaboration with instructional staff that ensures instruction is guided and shared that includes a management system that clarifies roles to enhance organizational alignment.
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3c. High Expectations: *Principal sets high expectation for all students academically, behaviorally, and in all aspects of student well-being.*

Unsatisfactory The principal	Basic The principal	Proficient The principal also	Distinguished The principal also
☐ Communicates the need for using student data for student outcome decision making and monitoring with little to no evidence supporting efforts to actually do so. ☐ Rarely uses techniques to monitor or document that instructional staff use high-impact instructional practices. ☐ Does not engage instructional staff in collaborative efforts to set high standards for learners. ☐ Provides few to no opportunities for staff members to participate in a collaborative process to set and use benchmarks and rubrics to generate student efficacy and responsibility. ☐ Conveys an understanding of the integration of research based practices to address the whole child, but provides little evidence to support their use in practice.	☐ Uses student data to monitor student success by identifying students or student groups that may be struggling. ☐ Monitors and documents instructional staff's use of high-impact instructional practices. ☐ Inconsistently engages instructional staff in efforts to set high standards for learners. ☐ Uses benchmarks and rubrics for assessing student work; it is inconsistent across instructional staff. ☐ Uses a wide range of research-based practices to address the needs of the whole child.	☐ Uses student growth data to routinely collaborate with instructional staff by identifying critical gaps, and initiates modification of instruction. ☐ Collaborates with instructional staff and incorporates observation to ensure that instructional staff uses high-impact instructional practices. ☐ Collaborates with instructional staff to set high expectations and identify potential barriers to success for all learners. ☐ Consistently uses a systematic process to set and use benchmarks and rubrics ☐ Collaborates with instructional staff including a wide range of specialists to use research-based practices to address the needs of the whole child.	☐ Leads, participates in, or advocates for district-wide efforts to collaboratively measure and monitor student growth data and initiate modifications as necessary. ☐ Leads, participates in, or advocates for district staff in supporting the use of high-impact instructional practices across the district, monitoring effect over time. ☐ Leads school and mentors district colleagues to collaborate with instructional staff to set high expectations and identify potential barriers to success for all learners. ☐ Leads, participates in, or advocates for districtwide effort to use an organized collaborative process to set and use benchmarks and rubrics. ☐ Leads, participates in, or advocates for a comprehensive integration of research based practices to address the whole child and also seeks advice of psychologists, nurses, social workers, learning disabilities and gifted and talented specialists, speech and language pathologists, and other experts who can help address student needs.

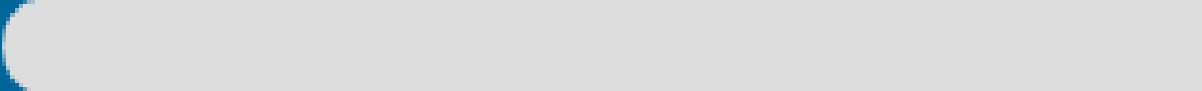
3d. Continuous Improvement of Instruction: <i>Principal has proof of proficiency in assessing teacher performance based upon the Danielson Framework for Teaching. Aligns resources, policies, and procedures toward continuous improvement of instructional practice guided by the instructional vision.</i>			
Unsatisfactory The principal ☐ Cannot provide evidence of proficiency in observation. ☐ Does not encourage professional learning plans with staff and teachers during the evaluation process.	Basic The principal ☐ Provides evidence of evaluator proficiency in assessing teacher performance with accuracy and consistency based upon Danielson Framework for Teaching. ☐ Implements professional learning plans with staff and teachers during the evaluation process, using self-reflection, student growth goals and formative and summative conversations at the beginning and ending of each year.	Proficient The principal also ☐ Consistently provides evidence of evaluator proficiency by annually renewing and recalibrating proficiency at assessing teacher performance, based upon Danielson Framework for Teaching. ☐ Consistently and effectively implements professional learning plans for staff and teachers in the evaluative process, ensuring that staff incorporate reflective goal setting practices prior to the school year. ☐ Collects formative assessment and student growth data during the course of the school year, which informs summative evaluation and staff's instructional goals, using a cyclical process to improve instructional practices.	Distinguished The principal also ☐ Supports the development in measuring and analysis of district's instructional leaders' proficiency levels based upon Danielson Framework, determined annually and supports professional development (PD) based upon levels of proficiency. Adequately monitors plan implementation. ☐ Supports district leadership staff in using professional learning plans, supporting teachers and staff in incorporating reflective goal setting prior to the year and at year's end.

3e. Evaluation: <i>Principal uses teacher evaluation and other formative feedback mechanisms to continuously improve teacher effectiveness.</i>			
Unsatisfactory The principal ☐ Does not adhere to legal state and district requirements for teacher and staff evaluation.	Basic The principal ☐ Adheres to legal state and district requirements for teacher and staff evaluation.	Proficient The principal also ☐ Provides formative and summative evaluation feedback to staff and teachers, informing them of the effectiveness of their classroom instruction and ways to improve their instructional practices using some data to inform professional development decisions.	Distinguished The principal also ☐ Utilizes multiple measures to evaluate staff members and teachers, informing them of the effectiveness of their instruction; uses evaluation results to inform professional development decisions.

3f. Recruitment and Retention: <i>Principal recruits and maintains a high quality staff.</i>			
Unsatisfactory The principal ☐ Has little success in recruiting, selecting, or hiring highly qualified and effective personnel. ☐ Creates a work environment for teachers where staff feels isolated and unvalued. ☐ Has little to no support or ongoing mentoring or coaching in place.	Basic The principal ☐ Has had some success in recruiting, selecting, and hiring highly qualified personnel, based on selection process on district policy. ☐ Work environment leads some staff to view themselves as members of a team where efforts are valued by some. ☐ The school has established a mentoring system where teachers meet occasionally, supporting where they can.	Proficient The principal also ☐ Actively recruits, carefully selecting and hiring highly qualified and highly effective personnel based on school needs and selection process on district policy. ☐ Emphasis of school environment leads staff to view themselves as members of a team, where staff achievements are consistently celebrated on a regular basis and where members feel valued. ☐ Has established a structured, comprehensive and sustained mentoring or coaching program designed to provide varied and scaffolded supports where new teachers are supported in an individualized mentoring or coaching program.	Distinguished The principal also ☐ Leads, participates in, or advocates for district efforts to recruit and retain a highly qualified and highly effective personnel, encouraging diversity in school staff. ☐ Leads, participates in, or advocates for the creation of a work environment for district staff and teachers where they view themselves as members of a school and district team that are harmonious, where staff achievements are routinely celebrated and district and school staff feel valued. ☐ Leads, participates in, or advocates for a districtwide structured, comprehensive and sustained mentoring or coaching program where new teachers are supported in a variety of scaffolded supports, designed to be individualized for the mentoring or coaching participants.



STRONGE



Principal Performance Evaluation System

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PART I: INTRODUCTION AND PROCESS

INTRODUCTION

The *Principal Performance Evaluation System* was developed by Dr. James Stronge & Associates. The system is used for collecting and presenting data to document performance based on well-defined job expectations. The goal is to support the continuous growth and development of each principal by monitoring, analyzing, and applying pertinent data compiled within a system of meaningful feedback.

Purposes and Characteristics

The primary purposes of the Principal Performance Evaluation System are to:

- optimize student learning and growth;
- contribute to successful achievement of the goals and objectives defined in the vision, mission, and goals of the school;
- provide a basis for leadership improvement through productive principal performance appraisal and professional growth;
- encourage collaboration between the principal and evaluator, and promote self-growth, leadership effectiveness, and improvement of overall job performance; andⁱ
- inform the employment process.

This evaluation system includes the following distinguishing characteristics:

- suggested indicators for each of the principal performance standards;
- a focus on the relationship between principal performance and improved student learning and growth;
- the use of multiple data sources for documenting performance, including opportunities for principals to present evidence of their own performance as well as student growth;
- a procedure for conducting performance reviews that stresses accountability, promotes professional improvement, and increases principals' involvement in the evaluation process; and
- a support system for providing assistance when needed.ⁱⁱ

Essential Components of the Principal Performance Evaluation System

The Principal Performance Evaluation System uses a two-tiered approach to define the expectations for principal performance consisting of seven standards and multiple performance indicators. Principals will be rated on the performance standards using performance appraisal rubrics. The relationship between these components is depicted in Figure 1.

Figure 1: Relationship between Essential Parts of the Principal Evaluation System

Performance Standard 1: *The principal effectively leads the development, alignment, and execution of a plan of action for monitoring the curriculum and implementing instructional and assessment strategies that enhance learning and teaching.*

The principal:

- 1.1 Ensures that the focus is on student development and achievement in the area of responsibility and contributes to school-wide growth.
- 1.2 Facilitates collaborative decision-making to analyze current achievement data and instructional strategies to improve classroom instruction and increase student achievement.

PERFORMANCE
STANDARD

PERFORMANCE
INDICATORS

PERFORMANCE
APPRAISAL
RUBRIC

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
The principal strategically leads the development, alignment, and execution of an innovative plan of action for instructional and assessment strategies that enhance learning and teaching.	The principal effectively leads the development, alignment, and execution of a plan of action for monitoring the curriculum and implementing for instructional and assessment strategies that enhance learning and teaching.	The principal is inconsistent in leading the development, alignment, and execution of a plan of action for instructional and assessment strategies that enhance learning and teaching.	The principal fails to adequately lead in the development and/or execution of the plan to enhance learning and teaching.

Performance Standards

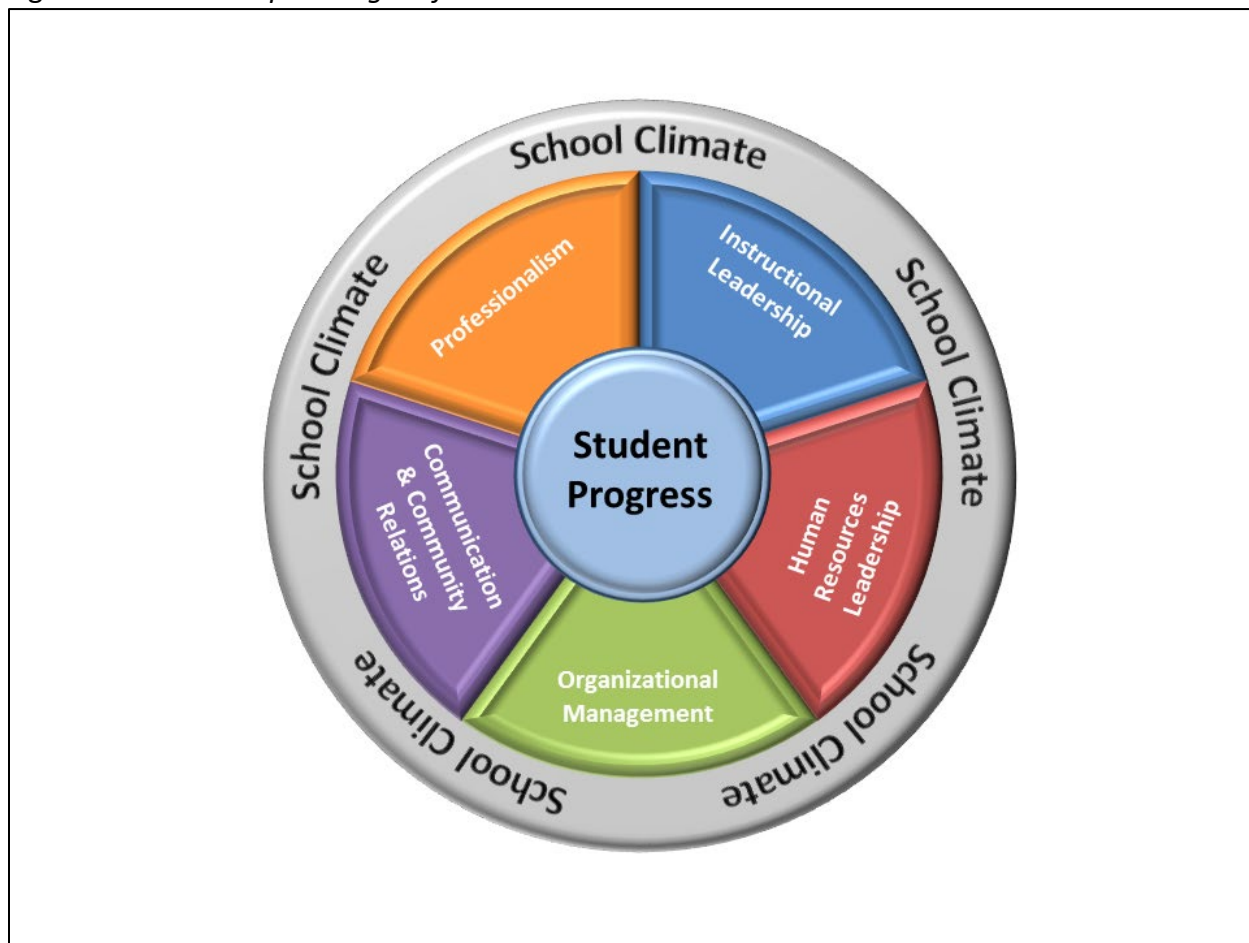
Performance standards define the criteria expected when principals perform their major duties. For all principals, there are seven performance standards (Figure 2) that served as the basis for the principal's evaluation.

Figure 2: *Performance Standards*

PERFORMANCE STANDARD NAME	PERFORMANCE STANDARD
1. Instructional Leadership	The principal effectively leads the development, alignment, and execution of a plan of action for monitoring the curriculum and implementing instructional and assessment strategies that enhance learning and teaching.
2. School Climate	The principal develops and nurtures a balanced, academically rigorous, positive, safe school climate.
3. Human Resources Leadership	The principal selects, orients, assigns, develops, evaluates, and retains quality instructional and support personnel.
4. Organizational Management	The principal supports, manages, and oversees the organization, operation, and use of resources for his/her area of responsibility.
5. Communication and Community Relations	The principal effectively communicates and collaborates, engaging stakeholders to promote understanding, support, and continuous improvement of the school's programs and services aligned with the school's mission/vision.
6. Professionalism	The principal demonstrates behavior consistent with legal, ethical, and professional standards, engages in continuous professional development, and contributes to the profession.
7. Student Progress	The principal's leadership results in student progress consistent with the school's mission and school-wide goals.

Performance Standards 1-6 deal with the processes involved in being an effective principal, while Standard 7 relates to the results of the principal's work. One way of visualizing this is shown in Figure 3.

Figure 3: Relationship among Performance Standards



Performance Indicators

Performance indicators provide examples of observable, tangible behaviors that indicate the degree to which principals are meeting each standard (see Figure 1 on page 2.). Performance indicators are provided as examples of the types of performance that will occur if a standard is being fulfilled. The list of performance indicators is not exhaustive, and they are not intended to be prescriptive. It should be noted that indicators in one standard may be closely related to indicators in another standard. The standards, themselves, are not mutually exclusive and may have overlapping aspects.

Evaluators and principals should consult the sample performance indicators for clarification of what constitutes a specific performance standard. ***Performance ratings are made at the performance standard level, NOT at the performance indicator level. Additionally, it is important to document a principal's performance on each standard with evidence generated from multiple performance indicators, but not necessarily all performance indicators.***

Performance Rubrics

The performance rubric is a summary scale that describes performance levels for each of the seven performance standards (see Figure 1 on page 2). It states the measure of performance expected of principals and provides a general description of what a rating entails at the summative stage. The rubrics are provided to increase reliability among evaluators and to help principals focus on ways to enhance their leadership practices. **The rating of *Effective* is the expected level of performance.**

DOCUMENTING PERFORMANCE

The role of a principal requires a performance evaluation system that acknowledges the contextual nature and complexities of the job. Multiple data sources provide for a comprehensive and authentic “performance portrait” of the principal’s work. The sources of information described in Figure 4 were selected to provide comprehensive and accurate feedback on principal performance.

Figure 4: *Data Sources for Principal Evaluation*

Data Source	Definition
Self-Evaluation	Self-evaluation reveals principals’ perceptions of their job performance. Results of a self-evaluation should inform principals’ personal goals for professional development.
Formative Assessment	Formative Assessment provides information on the principal’s performance.
Documentation and Artifacts	Documentation and artifacts provide evidence generated by principals to meet the seven performance standards.
Feedback Surveys	Climate surveys provide information to principals about perceptions of job performance. The actual survey responses are seen only by the principal who prepares a survey summary as part of his/her documentation and artifacts.
Goal Setting	Principals, in conjunction with their evaluators, set goals for professional growth and school improvement.

Evaluators may choose to use the optional *Principal Formative Assessment Form* in Part III to document evidence from any of these sources.

To address the contextual nature of the principal’s job, each principal should provide a school profile narrative to his or her evaluator. This may be done via the *Principal Goal Setting Form*. It is strongly recommended that the principal also discuss the unique characteristics of the school with the evaluator.

Self-Evaluation

Self-evaluation is a process by which one may reflect upon his/her performance for the purpose of self-improvement. Evidence suggests that self-evaluation is a critical component of the evaluation process and is strongly encouraged. Furthermore, self-evaluation can help a principal to target areas for professional development. A sample *Principal Self-Evaluation Form* is provided in Part III. Principals will conduct an annual self-evaluation.

Formative Assessment

Formal and informal observations provide information on the principal's performance. Evaluators should discuss various aspects of the job with the principal. This can take the form of a formal interview or a less structured discussion. The evaluator may choose to pose the standards/indicators as questions to solicit information from the principal. Through questioning, the evaluator may help the principal reflect on his or her performance, which may provide insight into how the principal is addressing the standards. It also provides an opportunity for the evaluator to offer feedback. Throughout the year, the evaluator should provide ongoing feedback through the documenting and sharing of commendations and areas for growth to ensure the principal receives feedback in a timely manner. Evaluators may use the *Principal Formative Assessment Form* in Part III or another means to record evidence from their observations and conversations.

Documentation and Artifacts

Documentation and artifacts provide an organized collection of evidence that demonstrates the educator's skills, talents, and accomplishments for the evaluation cycle. Documentation provides evaluators with information related to specific standards and provides principals with an opportunity for self-reflection, demonstration of quality work, and a basis for two-way communication with their evaluators. Documentation can confirm a principal's effort to demonstrate exemplary performance, can show continuing work at a proficient level, or can demonstrate progress in response to a previously-identified deficiency.

Artifacts should provide evidence of one or more of the performance standards. Each artifact may include a caption since the artifact will be viewed in a context other than that for which it was developed. Principals may choose to submit their material electronically or in hard-copy and they may organize the material in any way they see fit. The emphasis should be on the quality of work, not the quantity of materials presented.

A sample *Documentation and Artifact Cover Sheet* is provided in Part III. Although this sheet is optional, principals should consider using this sheet to help organize documents. The sheet provides examples of the types of material a principal might consider providing to show evidence

of proficiency in the seven performance standards. Documentation and artifact evidence is maintained by the principal until completion of the evaluation cycle.

While the preceding paragraphs have referred to the principal providing his or her own documentation as evidence of meeting the performance standards, evaluators are free to maintain their own documentation (e.g., evaluator notes or a running record) relative to the principal's performance. This type of evaluator documentation may come from a variety of sources such as those mentioned in the *Formative Assessment* section (informally observing the principal during meetings, watching his or her interactions with others, etc.). This type of documentation should be considered along with the principal's own documentation when making formative and summative assessments. As such, evaluators should write comments related to their own documentation on the optional *Principal Formative Assessment Form* or the *Principal Summative Performance Report* (see Part III), as applicable.

Feedback Surveys

Surveys are an important data collection tool used to gather data regarding perceptions of the principal's performance. Collected information may help the principal set goals for continuous school and professional improvement. Principals will administer annual teacher/staff surveys. The principal will retain access to the surveys and provide a summary of the surveys to the evaluator as part of the documentation and artifacts. Part III contains examples of *Teacher/Staff Surveys*, a *Parent Survey*, and a *Survey Summary Form*.

Goal Setting

Goal setting includes two key components: 1) professional growth goals, and 2) school improvement/student progress goals. One approach to linking student progress to principal performance involves building the capacity for principals and their supervisors to interpret and use student achievement data, and other relevant measures of student and school success, to set target goals for student and school improvement. Whenever possible, measures of student performance and growth should be documented. Appendix A provides references pertaining to goal setting.

Professional Growth Goals

At least one professional growth goal should be developed collaboratively with the evaluator. Professional growth goals should facilitate the translation of growth needs identified through self-reflection and other processes into areas of focus for principals to strengthen their competencies in the identified growth areas. This goal should become the focus of professional growth activities, support, and on-going reflection.

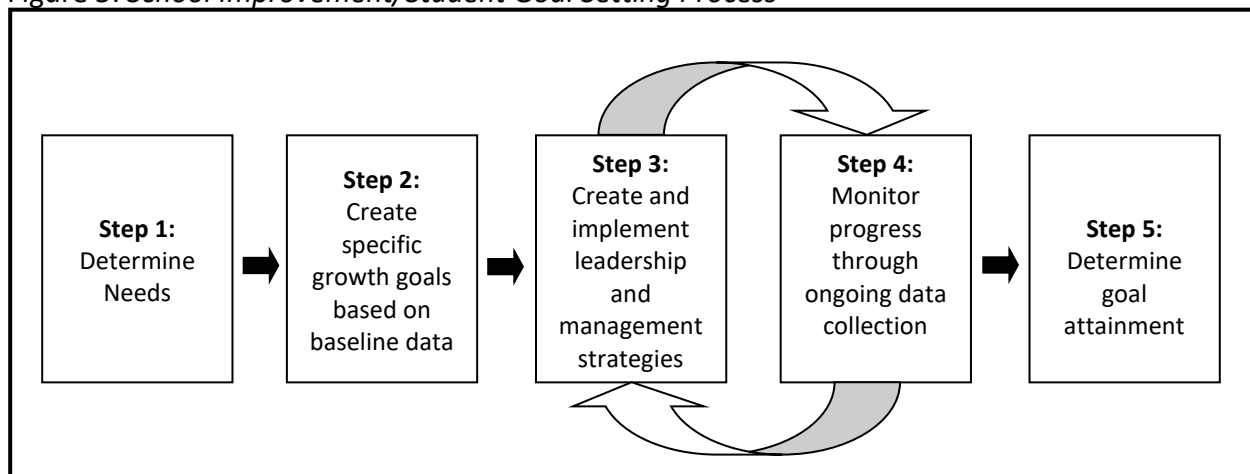
School Improvement/Student Progress Goals

Principals are responsible for setting at least two goals that are tied directly to school improvement and student progress and/or to the school's strategic plans. The evaluator and the principal meet to discuss the baseline data and review the annual goals. The goals should be criterion-referenced and customized for the particular school and its student population. The *Principal Goal Setting Form* in Part III may be used for developing and assessing student growth goals. Goals should be measured at the beginning of the year, at mid-year, and at the end of the year to determine the differences. In addition, there should be annual reporting and updates on annual goals and targets.

Goal Setting Process

Goal setting involves several steps, beginning with knowing where students are, as a whole, in relation to what is expected of them. Principals then set specific, measurable goals based on both the demands of the curriculum and the needs of the students. The next part of the process is recursive in that the principal creates and implements strategies and monitors progress, and then makes adjustments to the strategies, as needed. Finally, a summative judgment is made regarding goal attainment over a specific period of time. Figure 5 depicts these steps.

Figure 5: *School Improvement/Student Goal Setting Process*ⁱⁱⁱ



Examples of Student Progress Data

To be able to measure goal attainment, principals must identify valid measures of student progress appropriate to their school settings. Figure 6 shows suggested focus areas for goal setting that provide measures of student progress focused on school improvement.

Figure 6: *Examples of Measures of Student Progress Data**

- Pattern of improvement in standardized assessment scores
- Pattern of improvement in subgroup achievement on standardized assessments
- Pattern of improvement across grade levels on standardized assessments
- Achievement gaps between and among subgroups on standardized assessments
- Achievement gaps, as identified by early childhood literacy assessments, between and among subgroups of students identified for reading intervention in grades K-2 and of students identified as meeting the High Benchmark status in second semester of grade one
- The percentage of students meeting the early childhood literacy assessments benchmark for Concept of Word in spring of kindergarten
- The percentage of students making the targeted growth in Instructional Oral Reading Level, as measured by valid early childhood literacy assessments, in grades one through three
- The percentage of elementary students successfully meeting Curriculum Based Measurement benchmarks in English/reading, mathematics, science, and history and social science
- The number/percent of students with disabilities meeting their Individualized Education Plan (IEP) goals
- Percentage of first- through third-grade students reading on grade level
- Percentage of middle school students taking high school level courses
- Nonacademic core middle or high school classes or students receiving prestigious awards on a consistent basis (e.g., art, music, band, speech)
- Proportion of students enrolled in AP/IB classes
- Proportion of students, who enroll in and are successful taking Algebra I by eighth grade
- Percent of students scoring at/above the U.S. average for college-bound seniors on the SATs
- Percent of students involved in one or more extracurricular activities

* Note: This list is composed merely of examples and should be considered as illustrative. The actual measures are to be determined at the individual school level.

Quantitative measures of student progress based on validated achievement measures that already are being used locally should be the first data considered when determining local progress measures; other measures are recommended for use when two valid and direct measures of student progress are not available. Schools should establish criteria for successful goal attainment prior to the start of the action cycle.

Developing Goals

Goals are developed early in the school year. The goals describe observable behavior and/or measurable results that would occur when a goal is achieved. The acronym SMART (Figure 7) is a useful way to self-assess a goal's feasibility and worth.

Figure 7: *Acronym for Developing Goals*

S pecific:	The goal is focused.
M easurable:	An appropriate instrument/measure is selected to assess the goal.
A ppropriate:	The goal is within the principal's control to effect change.
R igorous, but R ealistic:	The goal is feasible for the principal and/or school.
T ime-bound:	The goal is measured within a single school year.

Submission of the Goal Setting Form

Principals complete a draft of their goals and schedule a meeting with their evaluators to look at the baseline data and discuss the proposed goal. Each year principals are responsible for submitting their goals to their evaluator prior to the end of the first month of school.

Mid-Year Review of Goals

A mid-year review of progress toward the goal is held for all principals. At the evaluator's discretion, this review may be conducted through peer teams or in another format that promotes discussion, collegiality, and reflection. It is the evaluator's responsibility to establish the format and select the time of the review.

End-of-Year Review of Goal

By the appropriate date, as determined by the evaluator, each principal is responsible for assessing the professional growth made on goals and for submitting documentation to the evaluator. A principal may find it beneficial to draft the next year's goals as part of the reflection process in the event the goal has to be continued and/or revised. By mutual agreement, evaluators and individual principals may extend the due date for the end-of-year reviews in order to include the current year's data. In addition, as noted in the measures of academic achievement/growth noted on the previous page, data from previous years may be used to demonstrate a pattern toward attainment of goals.

RATING PRINCIPAL PERFORMANCE

The role of a principal requires a performance evaluation system that acknowledges the contextual nature and complexities of the job. For an evaluation system to be meaningful, it must provide its users with relevant and timely feedback. To facilitate this, evaluators should conduct both formative and summative evaluations of principals. While the Head of School has the ultimate responsibility for ensuring that the evaluation system is executed faithfully and effectively, other administrators may be designated by the evaluator to supervise, monitor, and assist with the multiple data source collection.

Definitions of Ratings

The rating scale provides a description of four levels of how well the standards (i.e., duties) are performed on a continuum from *highly effective* to *ineffective*. The definitions in Figure 8 offer general descriptions of the ratings. *Note:* Ratings are applied to the seven performance standards, not to performance indicators. Principals are expected to perform at the *effective* level.

Figure 8: *Definitions of Terms used in Rating Scale*

Category	Definition
Highly Effective	The principal performing at this level maintains performance, accomplishments, and behaviors that consistently and considerably surpass the established performance standard, and does so in a manner that exemplifies the school's mission and goals. This rating is reserved for performance that is truly exemplary and is demonstrated with significant student progress.
Effective	The principal meets the performance standard in a manner that is consistent with the school's mission and goals and has a positive impact on student progress.
Partially Effective	The principal is starting to exhibit desirable traits related to the standard, but has not yet reached the full level of proficiency expected or the principal's performance is lacking in a particular area. The principal often performs less than required in the established performance standard or in a manner that is inconsistent with the school's mission and goals and results in below average student progress.
Ineffective	The principal consistently performs below the established performance standard or in a manner that is inconsistent with the school's mission and goals and results in minimal student progress.

Mid-Year Evaluation

Principals in their first two years within the school, and thereafter as needed, will receive a mid-year evaluation to provide systematic feedback prior to the completion of a summative evaluation. Using the multiple data sources discussed previously, the evaluator will complete the *Principal Mid-Year Performance Report* (see Part III) to indicate if a principal has shown evidence of each of the performance standards. This form does not include an actual rating of performance. The evaluator will share the results of her or his assessment with the principal.

Summative Evaluation

Assessment of performance quality occurs only at the summative evaluation stage, which comes at the end of the evaluation cycle. Principals will be rated on all seven performance standards using performance appraisal rubrics (see Part II). The scale states the measure of performance expected of principals and provides a general description of what each rating entails. *Ratings are made at the performance standard level, NOT at the performance indicator level.*

Evaluators make judgments about performance of the seven performance standards based on all available evidence. After collecting information gathered through multiple data sources, the evaluator applies the four-level rating scale to evaluate a principal's performance on all standards for the summative evaluation. The summative evaluation should represent where the "preponderance of evidence" exists, based on various data sources. The evaluator records the ratings and comments on the *Principal Summative Performance Report* in Part III. The results of the evaluation must be discussed with the principal at a summative evaluation conference. *Note:* For evaluators who want determine a single summative rating, Appendix B provides an example of how a single summative rating could be calculated.

Frequency of Summative Evaluation

All principals will be evaluated summatively on an annual basis. If non-renewal of a principal is anticipated, the summative evaluation ideally will occur at least one semester prior to the end of school year, provided that the principal has had an opportunity to complete all of the *Performance Improvement Plan* activities. The evaluator will submit the signed *Principal Summative Performance Report* to the Human Resource Department. *Note:* The details for the actual evaluation schedule should be determined by the school prior to implementation. Figure 9 provides an example of a schedule that includes all components of the evaluation system.

Figure 9: *Example of an Evaluation Schedule*

Timeline	Activity	Task or Document	Responsibility of	
			Evaluator	Principal
First Quarter	Principals conduct self-evaluation	<i>Principal Self-Evaluation Form</i>		✓
First Quarter	Principals submit goal setting form	<i>Principal Goal Setting Form</i>		✓
First or Second Semester	Principals conduct survey	<i>Teacher/Staff Survey</i> <i>Parent Survey</i> <i>Survey Summary Form</i>		✓
Beginning of Second Semester	Evaluators complete mid-year evaluation of new principals	<i>Principal Mid-Year Performance Review</i>	✓	
Ongoing	Evaluators conduct formative assessment	<i>Principal Formative Assessment Form</i>	✓	
Mid-Year	Evaluators/principals conduct mid-year review of goal	<i>Principal Goal Setting Form</i>	✓	✓
Fourth Quarter	Principal submits documentation and artifacts	<i>Documentation and Artifact Cover Sheet</i>		✓
End of Year	Evaluators complete summative evaluation of principals	<i>Principal Summative Performance Report</i>	✓	

Documentation Records

Documentation records are maintained by both the principal and the evaluator for the entire evaluation period. At the end of an evaluation cycle, the evaluator should retain copies of the *Documentation and Artifact Cover Sheet*, *Principal Goal Setting Form*, *Principal Formative Assessment Form*, *Principal Mid-Year Performance Report* (as applicable), *Principal Summative Performance Report*, and *Performance Improvement Plan* (if needed).

IMPROVING PROFESSIONAL PERFORMANCE

To improve performance, there are two tools that may be used at the discretion of the evaluator—the Support Dialogue and the Performance Improvement Plan. Figures 10 and 11 highlight the tools

Figure 10: *Tools to Increase Professional Performance*

	Support Dialogue	Performance Improvement Plan
Purpose	For the principals who could benefit from targeted performance improvement OR who would like to systematically focus on his/her own performance growth.	For the principals whose work does not meet the expectations established by the school.
Initiates Process	Evaluator or principal	Evaluator
Documentation	Form Provided: None Memo or other record of the discussion/other forms of documentation at the district level	Form Required: <i>Performance Improvement Plan</i> School level Board is notified
Outcomes	Performance improvement is documented with the support dialogue continued at the discretion of the evaluator or the principal In some instances, little or no progress – the employee may be moved to a <i>Performance Improvement Plan</i>	Sufficient improvement –no longer on <i>Performance Improvement Plan</i> Partial improvement–remain on <i>Performance Improvement Plan</i> Insufficient improvement–subject to dismissal or contract non-renewal
Timeline	Short-term (e.g., 6 weeks)	Longer-term (one or more semesters)

Figure 11: *Sample Prompts for Support Dialogue*

Sample Prompts for the Initial Conversation

What challenges have you encountered in addressing _____ (tell specific concern)?

What have you tried to address the concern of _____ (tell specific concern)?

What support do you need in order to address your concerns?

Sample Prompts for the Follow-Up Conversation

Last time we met, we talked about _____ (tell specific concern). What has gone well?

What has not gone as well?

Performance Improvement Plan

If a principal's performance does not meet performance expectations as documented by the evaluator, the principal may be placed on a *Performance Improvement Plan*, which may be used by an evaluator at any point during the year. When a principal is placed on a *Performance Improvement Plan*, the evaluator must:

- a) provide written notification to the principal of the area(s) of concern that need(s) to be addressed;
- b) formulate a *Performance Improvement Plan* in conjunction with the principal; and
- c) review the results of the *Performance Improvement Plan* with the principal within established timelines.

Assistance may include:

- support from a professional peer or supervisor;
- conferences, classes, and workshops on specific topics; and/or
- other resources to be identified.

Resolution of Performance Improvement Plan

Prior to making a final recommendation, the evaluator will meet with the principal to review progress made on the *Performance Improvement Plan*, according to the timeline. The options for a final recommendation include:

- a) Sufficient improvement has been achieved; the principal is no longer on a *Performance Improvement Plan*.
- b) Partial improvement has been achieved but more improvement is needed; the principal may remain on a *Performance Improvement Plan*.
- c) Insufficient improvement has been achieved; the principal may be subject to dismissal or contract non-renewal.

Any appeal process is based on school policy.

PART II: PERFORMANCE STANDARDS

Principals are evaluated on the performance standards using the performance appraisal rubrics following each of the standards in this section. The performance indicators are provided as samples of activities that address the standard. **The list of performance indicators is not exhaustive, is not intended to be prescriptive, and is not intended to be a checklist. Furthermore, principals are not expected to demonstrate each performance indicator.**

Performance Standard 1: Instructional Leadership

The principal effectively leads the development, alignment, and execution of a plan of action for monitoring the curriculum and implementing instructional and assessment strategies that enhance learning and teaching.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 1.1 Ensures that the focus is on student development and achievement in the area of responsibility and contributes to school-wide growth.
- 1.2 Facilitates collaborative decision-making to analyze current achievement data and instructional strategies to improve classroom instruction and increase student achievement.
- 1.3 Is knowledgeable about and promotes research-based instructional best practices in the classroom.
- 1.4 Connects initiatives and innovative strategies to maximize the achievement of each learner.
- 1.5 Ensures teachers use technology and other available resources for the successful implementation of effective instructional strategies.
- 1.6 Monitors and evaluates the use of diagnostic, formative, and summative assessment to guide instructional practices and provide timely and accurate feedback to students and parents.
- 1.7 Provides collaborative leadership for the design and implementation of effective and efficient schedules that protect and maximize instructional time.
- 1.8 Supports professional development and instructional practices that incorporate the use of achievement data and results in increased student progress.
- 1.9 Participates in professional development alongside teachers.
- 1.10 Demonstrates and/or supports the importance of professional development by providing adequate time and resources for teachers and staff to participate in professional learning (e.g., peer observation, mentoring, coaching, study groups, learning teams).
- 1.11 Facilitates the evaluation of the impact of professional development on instructional practice.

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
The principal strategically leads the development, alignment, and execution of an innovative plan of action for instructional and assessment strategies that enhance learning and teaching.	The principal effectively leads the development, alignment, and execution of a plan of action for monitoring the curriculum and implementing instructional and assessment strategies that enhance learning and teaching.	The principal is inconsistent in leading the development, alignment, and execution of a plan of action for instructional and assessment strategies that enhance learning and teaching.	The principal fails to adequately lead in the development and/or execution of the plan to enhance learning and teaching.

Performance Standard 2: School Climate

The principal develops and nurtures a balanced, academically rigorous, positive, safe school climate.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 2.1 Incorporates knowledge of the school community (e.g., social, cultural, leadership, and political dynamics) to cultivate a positive, engaging, and balanced learning environment.
- 2.2 Models and collaboratively promotes clear and appropriately rigorous expectations, mutual respect, concern, and empathy for students, staff, parents, and school community.
- 2.3 Utilizes shared decision-making and collaboration, as applicable, to build relationships with students, staff, families, and the school community.
- 2.4 Models and encourages creativity and innovation by students, staff, and school community to promote growth and change.
- 2.5 Works with all students, staff, and the school community in a way that empowers students to take responsibility for their own growth and development.
- 2.6 Implements and monitors a safety plan that manages situations in a proactive, effective, and timely manner.
- 2.7 Involves students, staff, and the school community to create and sustain a positive, safe, and healthy learning environment.
- 2.8 Implements and communicates best practices in school-wide behavior management that are effective within the school community.
- 2.9 Listens and responds to the concerns of students, staff, families, and community members in a visible and approachable manner.
- 2.10 Respects and promotes the concept of the “whole child”.

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
The principal seeks out new opportunities and substantially improves existing programs that result in an environment where students and stakeholders thrive.	The principal develops and nurtures a balanced, academically rigorous, positive, safe school climate.	The principal is inconsistent in developing and nurturing a balanced, academically rigorous, positive, and safe school climate.	The principal fails to adequately develop and nurture a balanced, academically rigorous, positive, safe school climate.

Performance Standard 3: Human Resources Leadership

The principal selects, orients, assigns, develops, evaluates, and retains quality instructional and support personnel.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 3.1 Participates in the selection of highly effective staff in an equitable and professional manner as per school and legal requirements.
- 3.2 Supports building-level and school-wide orientation and mentoring processes to assist all new personnel.
- 3.3 Implements teacher and staff evaluation systems in accordance with policy, procedure, and legal requirements to ensure teacher and staff effectiveness.
- 3.4 Documents proficiencies and areas of growth through qualitative and quantitative data sources, provides timely formal and informal feedback on strengths and areas for improvement, provides support and resources for teachers and staff to improve job performance, and clearly documents and communicates performance-related concerns that may result in future employment decisions.
- 3.5 Makes appropriate recommendations relative to personnel assignment, retention, promotion, and dismissal consistent with established policies and procedures.
- 3.6 Recognizes teacher and staff contributions, provides them with professional development opportunities, and encourages leadership responsibilities.

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
The principal's leadership consistently results in a highly-productive workforce (e.g., highly satisfied stakeholders, increased student learning, teacher leaders).	The principal selects, orients, assigns, develops, evaluates, and retains quality instructional and support personnel.	The principal is inconsistent and/or lacking in one or more of the following human resource leadership areas: selection, orientation, assignment, development, evaluation, and retention of quality instructional and support personnel.	The principal is inadequate and/or fails in one or more of the following human resource leadership areas: selection, orientation, assignment, development, evaluation, and retention of quality instructional and support personnel.

Performance Standard 4: Organizational Management

The principal supports, manages, and oversees the organization, operation, and use of resources for his/her area of responsibility.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 4.1 Demonstrates and communicates a working knowledge and understanding of, and compliance with, school policies and procedures.
- 4.2 Ensures that rules and procedures are in place and enforced to provide a safe, secure, efficient, and orderly learning environment.
- 4.3 Monitors and provides supervision of all instructional and activity programs.
- 4.4 Identifies and plans for organizational, operational, and resource-related issues and resolves them in a timely, consistent, and effective manner.
- 4.5 Secures, monitors, and allocates financial, technological, and other resources under his/her control to maximize improvement aligned to the school's mission and goals.
- 4.6 Involves staff and stakeholders in various planning processes, shares in management decisions, and delegates duties as applicable.
- 4.7 Uses data to evaluate and improve organizational effectiveness.
- 4.8 Ensures systems and structures are in place and used to support efficiency, consistency, and clarity in his/her area of responsibility.

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
The principal consistently demonstrates expertise in organizational management (e.g., demonstrating proactive decision-making, coordinating efficient operations, maximizing available resources).	The principal supports, manages, and oversees the organization, operation, and use of resources for his/her area of responsibility.	The principal is inconsistent in supporting, managing, or supervising the school's organization, operation, and use of resources.	The principal is inadequate or fails to support, manage, or supervise the school's organization, operation, and use of resources.

Performance Standard 5: Communication and Community Relations

The principal effectively communicates and collaborates, engaging stakeholders to promote understanding, support, and continuous improvement of the school's programs and services aligned with the school's mission/vision.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

At the building-level...

- 5.1 Solicits student and staff input to promote effective decision-making and communication when appropriate.
- 5.2 Disseminates information in a timely manner to students and staff through multiple sources.
- 5.3 Maintains visibility and accessibility to students and staff.
- 5.4 Speaks and writes to students and staff in a clear, effective, and appropriate manner.
- 5.5 Collaborates with colleagues in the best interest of the overall school.
- 5.6 Advocates for students and acts to influence school decisions affecting student learning.
- 5.7 Communicates long- and short-term goals and the school improvement plan to staff within their area of responsibility.
- 5.8 Ensures the communication of applicable information with the head of school in a timely manner and maintains confidentiality.

With families and community...

- 5.9 Solicits input to promote effective decision-making and communication when appropriate.
- 5.10 Disseminates information in a timely manner through multiple sources.
- 5.11 Involves stakeholders in a collaborative effort to establish positive relationships.
- 5.12 Maintains visibility and accessibility.
- 5.13 Speaks and writes in a clear, effective, and appropriate manner.
- 5.14 Promotes effective school-family partnerships.

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
The principal proactively seeks and creates innovative and productive methods to communicate and engage with students, staff, families, and community.	The principal effectively communicates and collaborates, engaging stakeholders to promote understanding, support, and continuous improvement of the school's programs and services aligned with the school's mission/vision.	The principal inconsistently communicates or collaborates on issues of importance with students, staff, families, or community.	The principal demonstrates inadequate or detrimental communication or collaboration on issues of importance with students, staff, families, or community

Performance Standard 6: Professionalism

The principal demonstrates behavior consistent with legal, ethical, and professional standards, engages in continuous professional development, and contributes to the profession.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 6.1 Works within legal, ethical, and professional guidelines to improve student learning and to meet the school's requirements.
- 6.2 Adheres to and models the school's core values.
- 6.3 Models professional behavior daily, both in and out of school (e.g., confidentiality, attitude, appearance and demeanor, use of and behavior on social media, drug and alcohol use).
- 6.4 Is sensitive and culturally responsive.
- 6.5 Contributes to, enhances, and supports the development of the profession through service to the educational community (e.g., accreditation teams, interschool committees, instructor, mentor, coach, presenter, researcher).
- 6.6 Participates in professional growth opportunities and applies knowledge and skills to positively improve school effectiveness.

Highly Effective* <i>In addition to meeting the requirements for Effective...</i>	Effective* <i>Effective is the expected level of performance.</i>	Partially Effective*	Ineffective*
The principal demonstrates professional behaviors and leadership that moves the school towards exemplary performance and serves as a role model to others within the profession.	The principal demonstrates behavior consistent with legal, ethical, and professional standards, engages in continuous professional development, and contributes to the profession.	The principal is inconsistent in demonstrating professional behavior, engaging in continuous professional development, or in contributing to the profession.	The principal fails to demonstrate behavior consistent with commonly accepted professional standards, does not engage in continuous professional development, or does not contribute to the profession.

*Across all levels, principals are expected to abide by legal and ethical standards.

Performance Standard 7: Student Progress

The principal's leadership results in student progress consistent with the school's mission and school-wide goals.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 7.1 Gathers and analyzes data from multiple sources to use in making decisions related to student academic growth and school improvement.
- 7.2 Collaboratively develops, implements, and monitors a research-based school improvement plan that results in reducing achievement gaps and improving student academic growth and whole-child development.
- 7.3 Collaboratively develops student achievement goals and ensures they are aligned with school-wide goals for increased student academic achievement and whole-child development.
- 7.4 Collaborates with teachers and staff to monitor student progress through the analysis of multiple measures of data, applying research-based educational strategies to meet student learning needs.
- 7.5 Assumes responsibility for and emphasizes the accomplishment of student learning goals on an on-going basis (e.g., faculty meetings, team/department meetings, professional development activities, student-parent conferences, positive interactions).
- 7.6 Provides evidence that students are meeting appropriate and measurable achievement goals.
- 7.7 Communicates assessment results to appropriate stakeholders.

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
The principal's leadership results in a high level of student progress for all populations of student learners.	The principal's leadership results in student progress consistent with the school's mission and school-wide goals.	The principal's leadership is inconsistent in meeting student progress and school-wide goals.	The principal's leadership fails to result in meeting student progress and school-wide goals.

PART III: FORMS

INTRODUCTION

Part III contains copies of forms used during the supervision of principals (Figure 12). The evaluator maintains the forms and provides copies to the principal. At a minimum, the evaluator retains copies of the completed *Principal Formative Assessment Forms*, *Documentation Cover Sheet*, *Principal Goal Setting Form*, *Principal Interim/Annual Performance Report* (as applicable), *Principal Summative Performance Report*, and *Performance Improvement Plan* (if needed). Schools need to decide which optional forms will be used.

Figure 12: *Forms*

Form		Documentation Completed by	
		Evaluator	Principal
Planning	Evaluation Schedule		
Self-Evaluation	Principal Self-Evaluation Form		✓
Formative Assessment	Principal Formative Assessment Form <i>(optional)</i>	✓	
Documentation	Documentation and Artifact Cover Sheet <i>(optional)</i>	✓	✓
Surveys	Teacher/Staff Survey		
	Parent Survey		
	Survey Summary Form		✓
Goal Setting	Principal Goal Setting Form	✓	✓
Reports	Principal Mid-Year Performance Report	✓	
	Principal Summative Performance Report	✓	
Improvement	Support Dialogue Form <i>(optional)</i>	✓	
	Performance Improvement Plan Form	✓	

Evaluation Schedule

Directions: Heads of school may use this form to identify the schedule for completion of the various components of the Principal Performance Evaluation System.

Timeline	Activity	Task or Document	Responsibility of	
			Evaluator	Principal
	Principals conduct self-evaluation	<i>Principal Self-Evaluation Form</i>		✓
	Principals submit goal setting form	<i>Principal Goal Setting Form</i>		✓
	Principals conduct survey	<i>Teacher/Staff Survey Parent Survey Survey Summary Form</i>		✓
	Evaluators complete interim evaluation of new principals	<i>Principal Interim/Annual Performance Review</i>	✓	
	Evaluators conduct formative assessment	<i>Principal Formative Assessment Form</i>	✓	
	Evaluators/principals conduct mid-year review of goal	<i>Principal Goal Setting Form</i>	✓	✓
	Evaluators review documentation and artifacts	<i>Documentation and Artifact Cover Sheet</i>		✓
	Evaluators complete summative evaluation of principals	<i>Principal Summative Performance Report</i>	✓	

Principal Self-Evaluation Form

Directions: Principals should use this form annually to reflect on the effectiveness and adequacy of their practice based on each performance standard. Please refer to the performance indicators for examples of behaviors exemplifying each standard.

Principal: _____

Date: _____

1. Instructional Leadership

The principal effectively leads the development, alignment, and execution of a plan of action for monitoring the curriculum and implementing instructional and assessment strategies that enhance learning and teaching.

Areas of strength:

Areas needing work/strategies for improving performance:

2. School Climate

The principal develops and nurtures a balanced, academically rigorous, positive, safe school climate.

Areas of strength:

Areas needing work/strategies for improving performance:

3. Human Resources Leadership

The principal selects, orients, assigns, develops, evaluates, and retains quality instructional and support personnel.

Areas of strength:

Areas needing work/strategies for improving performance:

4. Organizational Management

The principal supports, manages, and oversees the organization, operation, and use of resources for his/her area of responsibility.

Areas of strength:

Areas needing work/strategies for improving performance:

5. Communication and Community Relations

The principal effectively communicates and collaborates, engaging stakeholders to promote understanding, support, and continuous improvement of the school's programs and services aligned with the school's mission/vision.

Areas of strength:

Areas needing work/strategies for improving performance:

6. Professionalism

The principal demonstrates behavior consistent with legal, ethical, and professional standards, engages in continuous professional development, and contributes to the profession.

Areas of strength:

Areas needing work/strategies for improving performance:

7. Student Progress

The principal's leadership results in student progress consistent with the school's mission and school-wide goals.

Areas of strength:

Areas needing work/strategies for improving performance:

Principal Formative Assessment Form *(optional)*

Directions: Use this form to comment on evidence related to the standards from discussions with the principal, site visitations, student progress and achievement data, and documentation provided by the principal. Evaluators may use multiple formative assessment forms, as applicable.

Principal: _____

Date: _____

Evaluator: _____

Performance Standard 1: Instructional Leadership

The principal effectively leads the development, alignment, and execution of a plan of action for monitoring the curriculum and implementing instructional and assessment strategies that enhance learning and teaching.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 1.1 Ensures that the focus is on student development and achievement in the area of responsibility and contributes to school-wide growth.
- 1.2 Facilitates collaborative decision-making to analyze current achievement data and instructional strategies to improve classroom instruction and increase student achievement.
- 1.3 Is knowledgeable about and promotes research-based instructional best practices in the classroom.
- 1.4 Connects initiatives and innovative strategies to maximize the achievement of each learner.
- 1.5 Ensures teachers use technology and other available resources for the successful implementation of effective instructional strategies.
- 1.6 Monitors and evaluates the use of diagnostic, formative, and summative assessment to guide instructional practices and provide timely and accurate feedback to students and parents.
- 1.7 Provides collaborative leadership for the design and implementation of effective and efficient schedules that protect and maximize instructional time.
- 1.8 Supports professional development and instructional practices that incorporate the use of achievement data and results in increased student progress.
- 1.9 Participates in professional development alongside teachers.
- 1.10 Demonstrates and/or supports the importance of professional development by providing adequate time and resources for teachers and staff to participate in professional learning (e.g., peer observation, mentoring, coaching, study groups, learning teams).
- 1.11 Facilitates the evaluation of the impact of professional development on instructional practice.

Comments:

Performance Standard 2: School Climate

The principal develops and nurtures a balanced, academically rigorous, positive, safe school climate.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 2.1 Incorporates knowledge of the school community (e.g., social, cultural, leadership, and political dynamics) to cultivate a positive, engaging, and balanced learning environment.
- 2.2 Models and collaboratively promotes clear and appropriately rigorous expectations, mutual respect, concern, and empathy for students, staff, parents, and school community.
- 2.3 Utilizes shared decision-making and collaboration, as applicable, to build relationships with students, staff, families, and the school community.
- 2.4 Models and encourages creativity and innovation by students, staff, and school community to promote growth and change.
- 2.5 Works with all students, staff, and the school community in a way that empowers students to take responsibility for their own growth and development.
- 2.6 Implements and monitors a safety plan that manages situations in a proactive, effective, and timely manner.
- 2.7 Involves students, staff, and the school community to create and sustain a positive, safe, and healthy learning environment.
- 2.8 Implements and communicates best practices in school-wide behavior management that are effective within the school community.
- 2.9 Listens and responds to the concerns of students, staff, families, and community members in a visible and approachable manner.
- 2.10 Respects and promotes the concept of the “whole child”.

Comments:

Performance Standard 3: Human Resources Leadership

The principal selects, orients, assigns, develops, evaluates, and retains quality instructional and support personnel.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 3.1 Participates in the selection of highly effective staff in an equitable and professional manner as per school and legal requirements.
- 3.2 Supports building-level and school-wide orientation and mentoring processes to assist all new personnel.
- 3.3 Implements teacher and staff evaluation systems in accordance with policy, procedure, and legal requirements to ensure teacher and staff effectiveness.
- 3.4 Documents proficiencies and areas of growth through qualitative and quantitative data sources, provides timely formal and informal feedback on strengths and areas for improvement, provides support and resources for teachers and staff to improve job performance, and clearly documents and communicates performance-related concerns that may result in future employment decisions.
- 3.5 Makes appropriate recommendations relative to personnel assignment, retention, promotion, and dismissal consistent with established policies and procedures.
- 3.6 Recognizes teacher and staff contributions, provides them with professional development opportunities, and encourages leadership responsibilities.

Comments:

Performance Standard 4: Organizational Management

The principal supports, manages, and oversees the organization, operation, and use of resources for his/her area of responsibility.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 4.1 Demonstrates and communicates a working knowledge and understanding of, and compliance with, school policies and procedures.
- 4.2 Ensures that rules and procedures are in place and enforced to provide a safe, secure, efficient, and orderly learning environment.
- 4.3 Monitors and provides supervision of all instructional and activity programs.
- 4.4 Identifies and plans for organizational, operational, and resource-related issues and resolves them in a timely, consistent, and effective manner.
- 4.5 Secures, monitors, and allocates financial, technological, and other resources under his/her control to maximize improvement aligned to the school's mission and goals.
- 4.6 Involves staff and stakeholders in various planning processes, shares in management decisions, and delegates duties as applicable.
- 4.7 Uses data to evaluate and improve organizational effectiveness.
- 4.8 Ensures systems and structures are in place and used to support efficiency, consistency, and clarity in his/her area of responsibility.

Comments:

Performance Standard 5: Communication and Community Relations

The principal effectively communicates and collaborates, engaging stakeholders to promote understanding, support, and continuous improvement of the school's programs and services aligned with the school's mission/vision.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

At the building-level...

- 5.1 Solicits student and staff input to promote effective decision-making and communication when appropriate.
- 5.2 Disseminates information in a timely manner to students and staff through multiple sources.
- 5.3 Maintains visibility and accessibility to students and staff.
- 5.4 Speaks and writes to students and staff in a clear, effective, and appropriate manner.
- 5.5 Collaborates with colleagues in the best interest of the overall school.
- 5.6 Advocates for students and acts to influence school decisions affecting student learning.
- 5.7 Communicates long- and short-term goals and the school improvement plan to staff within their area of responsibility.
- 5.8 Ensures the communication of applicable information with the head of school in a timely manner and maintains confidentiality.

With families and community...

- 5.9 Solicits input to promote effective decision-making and communication when appropriate.
- 5.10 Disseminates information in a timely manner through multiple sources.
- 5.11 Involves stakeholders in a collaborative effort to establish positive relationships.
- 5.12 Maintains visibility and accessibility.
- 5.13 Speaks and writes in a clear, effective, and appropriate manner.
- 5.14 Promotes effective school-family partnerships.

Comments:

Performance Standard 6: Professionalism

The principal demonstrates behavior consistent with legal, ethical, and professional standards, engages in continuous professional development, and contributes to the profession.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 6.1 Works within legal, ethical, and professional guidelines to improve student learning and to meet the school's requirements.
- 6.2 Adheres to and models the school's core values.
- 6.3 Models professional behavior daily, both in and out of school (e.g., confidentiality, attitude, appearance and demeanor, use of and behavior on social media, drug and alcohol use).
- 6.4 Is sensitive and culturally responsive.
- 6.5 Contributes to, enhances, and supports the development of the profession through service to the educational community (e.g., accreditation teams, interschool committees, instructor, mentor, coach, presenter, researcher).
- 6.6 Participates in professional growth opportunities and applies knowledge and skills to positively improve school effectiveness.

Comments:

Performance Standard 7: Student Progress

The principal's leadership results in student progress consistent with the school's mission and school-wide goals.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 7.1 Gathers and analyzes data from multiple sources to use in making decisions related to student academic growth and school improvement.
- 7.2 Collaboratively develops, implements, and monitors a research-based school improvement plan that results in reducing achievement gaps and improving student academic growth and whole-child development.
- 7.3 Collaboratively develops student achievement goals and ensures they are aligned with school-wide goals for increased student academic achievement and whole-child development.
- 7.4 Collaborates with teachers and staff to monitor student progress through the analysis of multiple measures of data, applying-research-based educational strategies to meet student learning needs.
- 7.5 Assumes responsibility for and emphasizes the accomplishment of student learning goals on an on-going basis (e.g., faculty meetings, team/department meetings, professional development activities, student-parent conferences, positive interactions).
- 7.6 Provides evidence that students are meeting appropriate and measurable achievement goals.
- 7.7 Communicates assessment results to appropriate stakeholders.

Comments:**Commendations:****Areas of Growth:**

Evaluator's Signature

Date

Documentation and Artifact Cover Sheet *(optional)*

Directions: The principal should list the items he or she plans to submit as documentation of meeting each performance standard to supplement evidence gathered through other means. Documentation may also need to be supplemented with conversation, discussion, and/or annotations to clarify the principal's practice and process for the evaluator.

Principal: _____

School: _____ School Year: _____

Standard	Examples of Documentation	Documentation Included
1. Instructional Leadership <i>The principal effectively leads the development, alignment, and execution of a plan of action for monitoring the curriculum and implementing instructional and assessment strategies that enhance learning and teaching.</i>	• School improvement plan • Strategic plan • Principal's goals aligned with vision/mission/core belief statements • Leadership/school improvement team agendas • Rationale for master schedule • Student progress monitoring data analysis and action plan • Workshop agendas or summaries • Personal professional development log • Evidence of student growth data • Peer observation reports • Professional Learning Communities' minutes/agendas • Division professional development calendar • Individual professional development plans • Student IEPs/student study team minutes	
2. School Climate <i>The principal develops and nurtures a balanced, academically rigorous, positive, safe school climate.</i>	• School-wide stakeholders' survey summary report • Newsletter on student performance • Agenda on school improvement meetings with stakeholder participation • Action plans for creativity and innovation • Copy of building safety plan and drill completion log • Reports on student behavior and trends • Goal document on whole-child improvement	
3. Human Resources Leadership <i>The principal selects, orients, assigns, develops, evaluates, and retains quality instructional and support personnel.</i>	• Staff evaluation schedule including observation schedule • Evidence of teachers and staff serving as <u>leaders</u> in the school and school community • Staff evaluations • Staff recognition program • Performance Improvement Plans • Mentorship program • Professional development indicators for teachers • Professional Learning Communities' minutes • Staff meeting agendas regarding professional development focused on student learning	

Standard	Examples of Documentation	Documentation Included
4. Organizational Management <i>The principal supports, manages, and oversees the organization, operation, and use of resources for his/her area of responsibility.</i>	• Budget execution reports • Student study teams minutes and IEP success rates • Case load data of students with learning needs (e.g. ELL, second language learners) • Long-range goals • Short-range goals • Data on extra and co-curricular activities • Technology integration plan • Student and faculty handbooks • Evidence of stakeholder participation in school improvement	
5. Communication and Community Relations <i>The principal effectively communicates and collaborates, engaging stakeholders to promote understanding, support, and continuous improvement of the school's programs and services aligned with the school's mission/vision.</i>	• Faculty meeting agendas • Newsletters • PAC/PTO/PTA agendas • Feedback surveys • Presentation to civic/community groups • Information on shared decisions • Student led conferences • Samples of written documents to stakeholders • Log on keeping head updated on key issues • Parent workshops/classes	
6. Professionalism <i>The principal demonstrates behavior consistent with legal, ethical, and professional standards, engages in continuous professional development, and contributes to the profession.</i>	• Staff development activity agendas • Department/grade level meeting documentation • Summary of staff surveys • Professional conference attendance • Professional organization membership • Evidence of modeling/adherence to core values • Teachers log on meeting PD requirements	
7. Student Progress <i>The principal's leadership results in student progress consistent with the school's mission and school-wide goals.</i>	• Analysis of grades for the marking period • Documentation of meeting established annual goals (e.g., school improvement plan) • Data on student achievement from other valid, reliable sources • Annual assessment calendar and completion grid • Dept. and grade level meeting agenda with SMART goals • Data on annual results and trends • PD calendar aligned to school-wide goals • Teacher individual goals and results • College placement results and graduates feedback surveys • Newsletters, reports with school improvement performance	

Teacher/Staff Survey

Principal's Name: _____

Date: _____

Directions: Please respond to each statement to help the principal improve his/her performance.

Key: E – Exceeds expectations of performance M – Meets expectations of performance
D – Demonstrates unacceptable performance N – No basis for judgment

The principal...	E	M	D	N
<i>SAMPLE 1</i>				
1. Maintains open lines of communication with employees.				
2. Visits my classroom or work space.				
3. Makes helpful recommendations to me for improvement of performance.				
4. Resolves problems in a rational manner.				
5. Initiates change for the good of students and for the running of the school.				
6. Is responsive to teacher requests for needed materials and equipment.				
7. Involves teachers appropriately in decision-making.				
8. Treats all teachers fairly.				
9. Demonstrates support and trust in teachers.				
10. Keeps class interruptions to a minimum.				
11. Ensures organization procedures and routines for a safe and efficient school.				
12. Provides opportunities for identifying and participating in professional development opportunities.				
13. Demonstrates a commitment to the improvement of instruction.				
14. Encourages and promotes school improvement based on educational research and trends.				
15. Contributes to positive morale among teachers.				
16. Exhibits energy and enthusiasm.				
17. Is professional in carrying out responsibilities.				
18. Is respected by teachers.				

Areas of Strength:

Growth Opportunities:

Teacher/Staff Survey

Principal's Name: _____

Date: _____

Directions: Please respond to each statement to help the principal improve his/her performance.

Key: 4: Always or Almost Always 3: Consistently 2: Inconsistently 1: Seldom or Never
NO: Not Observed

The principal...	4	3	2	1	NO
<i>SAMPLE 2</i>					
1. Ensures that the focus is on student development and achievement.					
2. Facilitates collaborative decision making.					
3. Is knowledgeable about and promotes research-based instructional best practices.					
4. Supports professional development and instructional practices.					
5. Participates in professional development alongside teachers.					
6. Promotes clear and appropriately rigorous expectations, mutual respect, concern, and empathy.					
7. Utilizes shared decision-making and collaboration.					
8. Involves students, staff, and the school community to create a positive, safe learning environment.					
9. Listens and responds to the concerns of staff.					
10. Recognizing teacher and staff contributions and providing professional development opportunities.					
11. Enforces rules and procedures to provide a safe and orderly learning environment.					
12. Monitors and provides supervision of all instructional and activity programs.					
13. Involves staff and stakeholders in various planning processes.					
14. Disseminates information in a timely manner.					
15. Maintains visibility and accessibility to students and staff.					
16. Speaks and writes in a clear, effective, and manner.					
17. Adheres to and models the school's core values.					
18. Models professional behavior, both in and out of school.					
19. Collaborates with teachers and staff to monitor student progress.					

The principal...	4	3	2	1	NO
<i>SAMPLE 3</i>					
1. Demonstrates fairness in decision making.					
2. Provides direction and effective leadership for the school.					
3. Encourages open, honest communication and respect for differences of opinion.					
4. Supports and/or initiates school improvement efforts.					
5. Takes appropriate action to resolve problems in a timely manner.					
6. Communicates clearly in writing and when speaking.					
7. Is approachable and easy to talk to about personal and professional matters.					
8. Demonstrates a genuine interest in students, faculty and staff.					
9. Supports faculty and their relationship with students/parents.					
10. Has the respect and confidence of the faculty.					
11. Conducts meetings effectively.					
12. Makes himself/herself available and is responsive to faculty issues.					
13. Promotes a good feeling in school (positive school climate).					
14. Demonstrates enthusiasm and energy.					
15. Remains calm under pressure; does not over-react.					

Parent Survey

Principal's Name: _____

Date: _____

Directions: Please respond to each statement to help the principal improve his/her performance.

Key: 4: Always or Almost Always 3: Consistently 2: Inconsistently 1: Seldom or Never
DK: Don't Know

The principal...	4	3	2	1	DK
1. Makes me feel comfortable contacting him/her.					
2. Treats me with courtesy and respect.					
3. Treats students with courtesy and respect.					
4. Addresses problems and concerns in a timely manner.					
5. Works collaboratively to meet my child's needs.					
6. Communicates effectively with me about my child's progress.					
7. Informs me about school expectations.					
8. Handles conferences in a professional manner.					
9. Creates a safe learning environment.					
10. Is knowledgeable about the student population.					
11. Is knowledgeable about the needed curriculum.					
12. Provides an environment that promotes learning and student achievement.					
13. Uses fair disciplinary procedures.					
14. Uses community resources available to him/her.					
15. Makes himself/herself available to students and parents.					

Comments:

Survey Summary Form

Principal's Name: _____

Date: _____

School: _____

School Year: _____ - _____

Directions: Principals should tabulate and analyze the teacher/staff surveys and provide a summary of the results. This should be included as part of the principal's documentation.

Number of Surveys Distributed	Number of Completed Surveys Returned	Percentage of Completed Surveys Returned

Teacher/Staff Satisfaction Analysis

Describe your survey population(s).

List factors that might have influenced the results.

Analyze survey responses and answer the following questions:

A) List top three areas of strength.

B) List top three areas for growth.

C) Suggested strategies for areas of growth.

Principal Goal Setting Form

Directions: This form is a tool to assist principals in setting goals that result in measurable progress. There should be goals that directly relate to school improvement goals using student achievement results. All goals should, directly or indirectly, demonstrably address Standard 7: Student Progress.

Principal: _____

School: _____ **School Year:** _____

Evaluator: _____

School Profile <i>(Describe the school setting and any unique circumstances impacting the school community as a whole.)</i>	
--	--

School Improvement/Student Progress Goal 1:

Content/Subject/Field Area <i>(Discuss the area/topic addressed based on learner achievement, school achievement results, data analysis, or observational data.)</i>		
Baseline Data <i>(What does the current data show?)</i>	☐ Data attached	
Goal Statement <i>(Describe what you want learners/program to accomplish.)</i>		
Strategy	Measurable By	Target Date

School Improvement/Student Progress Goal 2:

Content/Subject/Field Area <i>(Discuss the area/topic addressed based on learner achievement, school achievement results, data analysis, or observational data.)</i>		
Baseline Data <i>(What does the current data show?)</i>		
	☐ Data attached	
Goal Statement <i>(Describe what you want learners/program to accomplish.)</i>		
Strategy	Measurable By	Target Date

Professional Growth Goal:

Goal Statement <i>(Describe what you want learners/program to accomplish.)</i>		
Means for Attaining Goal <i>(Check the standard to which the strategies relate.)</i> ☐ 1. Instructional Leadership ☐ 2. School Climate ☐ 3. Human Resources Leadership ☐ 4. Organizational Management ☐ 5. Communication and Community Relations ☐ 6. Professionalism ☐ 7. Student Progress		
Strategy	Measurable By	Target Date

Mid-Year Review <i>(Describe goal progress and other relevant data.)</i>	 Mid-year review conducted on _____ Initials _____ Principal Evaluator
End-of-Year Data Results <i>(Describe accomplishments at the end of the year.)</i>	 ☐ Data attached

Initial Goal Submission (due by _____ to the evaluator)

Principal's Signature: _____ Date: _____
 Evaluator's Signature: _____ Date: _____

End-of-Year Review

☐ **Appropriate Data Received**

Strategies used and data provided demonstrate School Improvement/Student Progress Goal 1 achieved?
☐ Yes ☐ Partially ☐ No

Strategies used and data provided demonstrate School Improvement/Student Progress Goal 2 achieved?
☐ Yes ☐ Partially ☐ No

Strategies used and data provided demonstrate Professional Growth Goal achieved?
☐ Yes ☐ Partially ☐ No

Principal's Signature: _____ Date: _____
 Evaluator's Signature: _____ Date: _____

Principal Mid-Year Performance Report

Directions: Evaluators use this form to maintain a record of evidence documented for each performance standard. Evidence can be drawn from formative assessments, documentation and artifact review, and other appropriate data sources. Evaluators may choose to use the “Evident” or “Not Evident” boxes provided under each standard to assist with documenting the principal’s progress towards meeting the standard. This form should be maintained by the evaluator during the course of the evaluation cycle. This report is shared at a meeting with the principal held within appropriate timelines.

Principal: _____

Date: _____

Evaluator: _____

Strengths:

Areas of Improvement:

Principal’s Name: _____ Date: _____

Principal’s Signature: _____

Evaluator’s Name: _____ Date: _____

Evaluator’s Signature: _____

Performance Standard 1: Instructional Leadership

The principal effectively leads the development, alignment, and execution of a plan of action for monitoring the curriculum and implementing instructional and assessment strategies that enhance learning and teaching.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 1.1 Ensures that the focus is on student development and achievement in the area of responsibility and contributes to school-wide growth.
- 1.2 Facilitates collaborative decision-making to analyze current achievement data and instructional strategies to improve classroom instruction and increase student achievement.
- 1.3 Is knowledgeable about and promotes research-based instructional best practices in the classroom.
- 1.4 Connects initiatives and innovative strategies to maximize the achievement of each learner.
- 1.5 Ensures teachers use technology and other available resources for the successful implementation of effective instructional strategies.
- 1.6 Monitors and evaluates the use of diagnostic, formative, and summative assessment to guide instructional practices and provide timely and accurate feedback to students and parents.
- 1.7 Provides collaborative leadership for the design and implementation of effective and efficient schedules that protect and maximize instructional time.
- 1.8 Supports professional development and instructional practices that incorporate the use of achievement data and results in increased student progress.
- 1.9 Participates in professional development alongside teachers.
- 1.10 Demonstrates and/or supports the importance of professional development by providing adequate time and resources for teachers and staff to participate in professional learning (e.g., peer observation, mentoring, coaching, study groups, learning teams).
- 1.11 Facilitates the evaluation of the impact of professional development on instructional practice.

Comments:

☐ Evident ☐ Not Evident

Performance Standard 2: School Climate

The principal develops and nurtures a balanced, academically rigorous, positive, safe school climate.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 2.1 Incorporates knowledge of the school community (e.g., social, cultural, leadership, and political dynamics) to cultivate a positive, engaging, and balanced learning environment.
- 2.2 Models and collaboratively promotes clear and appropriately rigorous expectations, mutual respect, concern, and empathy for students, staff, parents, and school community.
- 2.3 Utilizes shared decision-making and collaboration, as applicable, to build relationships with students, staff, families, and the school community.
- 2.4 Models and encourages creativity and innovation by students, staff, and school community to promote growth and change.
- 2.5 Works with all students, staff, and the school community in a way that empowers students to take responsibility for their own growth and development.
- 2.6 Implements and monitors a safety plan that manages situations in a proactive, effective, and timely manner.
- 2.7 Involves students, staff, and the school community to create and sustain a positive, safe, and healthy learning environment.
- 2.8 Implements and communicates best practices in school-wide behavior management that are effective within the school community.
- 2.9 Listens and responds to the concerns of students, staff, families, and community members in a visible and approachable manner.
- 2.10 Respects and promotes the concept of the “whole child”.

Comments:

☐ Evident ☐ Not Evident

Performance Standard 3: Human Resources Leadership

The principal selects, orients, assigns, develops, evaluates, and retains quality instructional and support personnel.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 3.1 Participates in the selection of highly effective staff in an equitable and professional manner as per school and legal requirements.
- 3.2 Supports building-level and school-wide orientation and mentoring processes to assist all new personnel.
- 3.3 Implements teacher and staff evaluation systems in accordance with policy, procedure, and legal requirements to ensure teacher and staff effectiveness.
- 3.4 Documents proficiencies and areas of growth through qualitative and quantitative data sources, provides timely formal and informal feedback on strengths and areas for improvement, provides support and resources for teachers and staff to improve job performance, and clearly documents and communicates performance-related concerns that may result in future employment decisions.
- 3.5 Makes appropriate recommendations relative to personnel assignment, retention, promotion, and dismissal consistent with established policies and procedures.
- 3.6 Recognizes teacher and staff contributions, provides them with professional development opportunities, and encourages leadership responsibilities.

Comments:

☐ Evident ☐ Not Evident

Performance Standard 4: Organizational Management

The principal supports, manages, and oversees the organization, operation, and use of resources for his/her area of responsibility.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 4.1 Demonstrates and communicates a working knowledge and understanding of, and compliance with, school policies and procedures.
- 4.2 Ensures that rules and procedures are in place and enforced to provide a safe, secure, efficient, and orderly learning environment.
- 4.3 Monitors and provides supervision of all instructional and activity programs.
- 4.4 Identifies and plans for organizational, operational, and resource-related issues and resolves them in a timely, consistent, and effective manner.
- 4.5 Secures, monitors, and allocates financial, technological, and other resources under his/her control to maximize improvement aligned to the school's mission and goals.
- 4.6 Involves staff and stakeholders in various planning processes, shares in management decisions, and delegates duties as applicable.
- 4.7 Uses data to evaluate and improve organizational effectiveness.
- 4.8 Ensures systems and structures are in place and used to support efficiency, consistency, and clarity in his/her area of responsibility.

Comments:

☐ Evident ☐ Not Evident

Performance Standard 5: Communication and Community Relations

The principal effectively communicates and collaborates, engaging stakeholders to promote understanding, support, and continuous improvement of the school's programs and services aligned with the school's mission/vision.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

At the building-level...

- 5.1 Solicits student and staff input to promote effective decision-making and communication when appropriate.
- 5.2 Disseminates information in a timely manner to students and staff through multiple sources.
- 5.3 Maintains visibility and accessibility to students and staff.
- 5.4 Speaks and writes to students and staff in a clear, effective, and appropriate manner.
- 5.5 Collaborates with colleagues in the best interest of the overall school.
- 5.6 Advocates for students and acts to influence school decisions affecting student learning.
- 5.7 Communicates long- and short-term goals and the school improvement plan to staff within their area of responsibility.
- 5.8 Ensures the communication of applicable information with the head of school in a timely manner and maintains confidentiality.

With families and community...

- 5.9 Solicits input to promote effective decision-making and communication when appropriate.
- 5.10 Disseminates information in a timely manner through multiple sources.
- 5.11 Involves stakeholders in a collaborative effort to establish positive relationships.
- 5.12 Maintains visibility and accessibility.
- 5.13 Speaks and writes in a clear, effective, and appropriate manner.
- 5.14 Promotes effective school-family partnerships.

Comments:

☐ Evident ☐ Not Evident

Performance Standard 6: Professionalism

The principal demonstrates behavior consistent with legal, ethical, and professional standards, engages in continuous professional development, and contributes to the profession.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 6.1 Works within legal, ethical, and professional guidelines to improve student learning and to meet the school's requirements.
- 6.2 Adheres to and models the school's core values.
- 6.3 Models professional behavior daily, both in and out of school (e.g., confidentiality, attitude, appearance and demeanor, use of and behavior on social media, drug and alcohol use).
- 6.4 Is sensitive and culturally responsive.
- 6.5 Contributes to, enhances, and supports the development of the profession through service to the educational community (e.g., accreditation teams, interschool committees, instructor, mentor, coach, presenter, researcher).
- 6.6 Participates in professional growth opportunities and applies knowledge and skills to positively improve school effectiveness.

Comments:

☐ Evident ☐ Not Evident

Performance Standard 7: Student Progress

The principal's leadership results in student progress consistent with the school's mission and school-wide goals.

Sample Performance Indicators

Examples may include, but are not limited to:

The principal:

- 7.1 Gathers and analyzes data from multiple sources to use in making decisions related to student academic growth and school improvement.
- 7.2 Collaboratively develops, implements, and monitors a research-based school improvement plan that results in reducing achievement gaps and improving student academic growth and whole-child development.
- 7.3 Collaboratively develops student achievement goals and ensures they are aligned with school-wide goals for increased student academic achievement and whole-child development.
- 7.4 Collaborates with teachers and staff to monitor student progress through the analysis of multiple measures of data, applying research-based educational strategies to meet student learning needs.
- 7.5 Assumes responsibility for and emphasizes the accomplishment of student learning goals on an on-going basis (e.g., faculty meetings, team/department meetings, professional development activities, student-parent conferences, positive interactions).
- 7.6 Provides evidence that students are meeting appropriate and measurable achievement goals.
- 7.7 Communicates assessment results to appropriate stakeholders.

Comments:

☐ Evident ☐ Not Evident

Principal Summative Performance Report

Directions: Evaluators use this form prior to provide the principal with an assessment of performance. The principal should be given a copy of the form at the end of each evaluation cycle.

Principal: _____ School Year(s): _____

School: _____

Performance Standard 1: Instructional Leadership

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
The principal strategically leads the development, alignment, and execution of an innovative plan of action for instructional and assessment strategies that enhance learning and teaching.	The principal effectively leads the development, alignment, and execution of a plan of action for monitoring the curriculum and implementing instructional and assessment strategies that enhance learning and teaching.	The principal is inconsistent in leading the development, alignment, and execution of a plan of action for instructional and assessment strategies that enhance learning and teaching.	The principal fails to adequately lead in the development and/or execution of the plan to enhance learning and teaching.
☐	☐	☐	☐
Comments:			

Performance Standard 2: School Climate

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
The principal seeks out new opportunities and substantially improves existing programs that result in an environment where students and stakeholders thrive.	The principal develops and nurtures a balanced, academically rigorous, positive, safe school climate.	The principal is inconsistent in developing and nurturing a balanced, academically rigorous, positive, and safe school climate.	The principal fails to adequately develop and nurture a balanced, academically rigorous, positive, safe school climate.
☐	☐	☐	☐
Comments:			

Performance Standard 3: Human Resources Leadership

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
The principal's leadership consistently results in a highly-productive workforce (e.g., highly satisfied stakeholders, increased student learning, teacher leaders).	The principal selects, orients, assigns, develops, evaluates, and retains quality instructional and support personnel.	The principal is inconsistent and/or lacking in one or more of the following human resource leadership areas: selection, orientation, assignment, development, evaluation, and retention of quality instructional and support personnel.	The principal is inadequate and/or fails in one or more of the following human resource leadership areas: selection, orientation, assignment, development, evaluation, and retention of quality instructional and support personnel.
☐	☐	☐	☐
Comments:			

Performance Standard 4: Organizational Management

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
The principal consistently demonstrates expertise in organizational management (e.g., demonstrating proactive decision-making, coordinating efficient operations, maximizing available resources).	The principal supports, manages, and oversees the organization, operation, and use of resources for his/her area of responsibility.	The principal is inconsistent in supporting, managing, or supervising the school's organization, operation, and use of resources.	The principal is inadequate or fails to support, manage, or supervise the school's organization, operation, and use of resources.
☐	☐	☐	☐
Comments:			

Performance Standard 5: Communication and Community Relations

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
The principal proactively seeks and creates innovative and productive methods to communicate and engage with students, staff, families, and community.	The principal effectively communicates and collaborates, engaging stakeholders to promote understanding, support, and continuous improvement of the school's programs and services aligned with the school's mission/vision.	The principal inconsistently communicates or collaborates on issues of importance with students, staff, families, or community.	The principal demonstrates inadequate or detrimental communication or collaboration on issues of importance with students, staff, families, or community
☐	☐	☐	☐
Comments:			

Performance Standard 6: Professionalism

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
The principal demonstrates professional behaviors and leadership that moves the school towards exemplary performance and serves as a role model to others within the profession.	The principal demonstrates behavior consistent with legal, ethical, and professional standards, engages in continuous professional development, and contributes to the profession.	The principal is inconsistent in demonstrating professional behavior, engaging in continuous professional development, or in contributing to the profession.	The principal fails to demonstrate behavior consistent with commonly accepted professional standards, does not engage in continuous professional development, or does not contribute to the profession.
☐	☐	☐	☐
Comments:			

Performance Standard 7: Student Progress

Highly Effective <i>In addition to meeting the requirements for Effective...</i>	Effective <i>Effective is the expected level of performance.</i>	Partially Effective	Ineffective
The principal's leadership results in a high level of student progress for all populations of student learners.	The principal's leadership results in student progress consistent with the school's mission and school-wide goals.	The principal's leadership is inconsistent in meeting student progress and school-wide goals.	The principal's leadership fails to result in meeting student progress and school-wide goals.
☐	☐	☐	☐
Comments:			

Evaluation Summary

- ☐ Recommended for continued employment.
- ☐ Recommended for placement on a *Performance Improvement Plan*. (One or more standards are *ineffective* or two or more standards are *partially effective*.)
- ☐ Recommended for Dismissal/Non-renewal. (The principal has failed to make progress on a *Performance Improvement Plan*, or the principal consistently performs below the established standards, or in a manner that is inconsistent with the school's mission and goals.)

Evaluators' Name

Principal's Name

Evaluators' Signature

Principal's Signature *(Principal's signature denotes receipt of the summative evaluation, not necessarily agreement with the contents of the form.)*

Date

Date

cc: Head of School
Personal Files
Human Resources

Support Dialogue Form *(optional)*

Directions: Principals and evaluators may use this form to facilitate discussion on areas that need additional support. This form is optional.

What is the area of targeted support?

What are some of the issues in the area that are causing difficulty?

What strategies have you already tried and what was the result?

What new strategies or resources might facilitate improvement in this area?

Principal's Name: _____

Principal's Signature: _____ Date: _____

Evaluator's Name: _____

Evaluator's Signature: _____ Date: _____

Performance Improvement Plan Form

(Required for a Principal placed on a Performance Improvement Plan)

Principal: _____ School: _____

Evaluator: _____ School Year: _____

Part 1: Action Plan for the Performance Improvement Plan (completed collaboratively with the principal and evaluator)

Performance Standard Number	Performance Deficiencies Within the Standard to be Corrected	Resources/Assistance Provided; Activities to be Completed by the Employee	Target Dates

The principal's signature denotes receipt of the form, and acknowledgment that the evaluator has notified the employee of unacceptable performance and potential for dismissal.

Principal's Name: _____

Principal's Signature: _____ Date Initiated: _____

Evaluator's Name: _____

Evaluator's Signature: _____ Date Initiated: _____

Part II: Results of Performance Improvement Plan (completed by the principal)

Performance Standard Number	Performance Deficiencies Within the Standard to be Corrected	Results

Part III: Final Evaluator Assessment of the Principal's Performance Improvement Plan

Performance Standard Number	Performance Deficiencies Within the Standard to be Corrected	Results

Resolution of the Performance Improvement Plan:

- ☐ The performance deficiencies have been satisfactorily corrected: The principal is no longer on a *Performance Improvement Plan*.
- ☐ Partial improvement has been achieved but more improvement is needed; the principal remains on a *Performance Improvement Plan*.
- ☐ Insufficient improvement has been achieved; the principal may be subject to dismissal or contract non-renewal. The appeal process is based on school policy.

Principal's Name: _____

Principal's Signature: _____ Date Reviewed: _____

Signature denotes the review occurred, not necessarily agreement with the final recommendation.

Evaluator's Name: _____

Evaluator's Signature: _____ Date Reviewed: _____

APPENDIX A: Goal Setting References

The following references present the annotations of selected publications. This section can serve a resource and reference tool for educators who are interested in further exploring the research background on goal setting:

Anderson, S. E., Moore, S., & Sun, J. (2009). Positioning the principals in patterns of school leadership distribution. In K. Leithwood, B. Mascal, and T. Strauss (Eds.). *Distributed leadership according to the evidence* (pp. 111-136). New York: Taylor & Francis.

The book chapter presents an analysis of how leadership for school improvement was distributed in five schools in varying state and district contexts. The findings highlighted the prominence of principals in determining alternative patterns of leadership distribution in relation to specific improvement goals and initiatives.

Cawelti, G. (Ed.). (2004). *Handbook of research on improving student achievement* (3rd ed.). Arlington, VA: Educational Research Service.

In a synthesis of research on high performing schools, researchers found that these schools focused on making decisions based on data, not only at the district level, but also at the classroom and school levels, as well.

Newman, R. (2011). *Using goal setting to build an inclusive learning culture*. Available at http://www.targetedleadership.net/userfiles/file/pubs/on_target_spring2011_web.pdf.

This brief looked at how one elementary school uses goal setting – from school-wide to individual student goals – to target student achievement and create a culture of shared leadership.

Snipes, J., Doolittle, F., Herlihy, C. (2002). *Foundations for success: Case studies of how urban school systems improve student achievement*. New York: MDRC.

Case studies of five high performing urban school districts revealed that these school districts focused on (1) using data to make instructional decisions and (2) training principals and teachers in how to use assessments for learning.

Stronge, J. H., & Grant, L. W. (2009). *Student achievement goal setting: Using data to improve teaching and learning*. Larchmont, NY: Eye on Education.

This book addresses goal setting for teachers, but is useful to gain a better understanding of how to design goals, how to use data, and how to implement the goal setting process.

Togneri, W., & Anderson, W. E. (2003). *Beyond islands of excellence: What districts can do to improve instruction and achievement in all schools*. Alexandria, VA: Learning Alliance First.

In a study of five school districts that had shown improvement for at least three years in mathematics and reading for all subgroups of students as identified by No Child Left Behind data, researchers found that all five districts made decisions based on data and encouraged teachers to use data in making instructional decisions, rather than instinct.

APPENDIX B: Single Summative Rating

To calculate a single summative rating, the performance standards must be weighted. In the example below, scores are calculated using the following scale:

Ineffective = 1

Partially Effective = 2

Effective = 3

Highly Effective = 4

Figure 13 shows an example of how a cumulative summative rating would be calculated if performance standards 1-6 were weighted as 50 percent (8.3 percent each), with Standard 7 accounting for 50 percent of the evaluation.

Figure 13: *Example of Weighted Calculations*

Performance Standard	Performance Rating	Points	Weight	Weighted Total (Points x Weight)
Instructional Leadership	Highly Effective	4	.83	3.32
School Climate	Effective	3	.83	2.49
Human Resources Leadership	Effective	3	.83	2.49
Organizational Management	Effective	3	.83	2.49
Communication and Community Relations	Effective	3	.83	2.49
Professionalism	Highly Effective	4	.83	3.32
Student Progress	Highly Effective	4	5.00	20.00
Cumulative Summative Rating				36.6

The overall summative rating will be judged as *highly effective*, *effective*, *partially effective*, or *ineffective* using the following suggested range of scores:

Ineffective = 11 – 19

Partially Effective = 20 – 25

Effective = 26 – 34

Highly Effective = 35 – 40

The actual weighting and summative rating range should be determined by the school in advance of implementation of the evaluation system. *Note:* Two or more *partially effective* ratings on individual performance standards will result in an overall rating of *partially*

effective or *ineffective*. Similarly, one *ineffective* rating on any one performance standard may result in an overall *ineffective* rating.

Figure 14 provides a blank chart is provided below for evaluators who choose to calculate a single summative score

Figure 14: *Blank Chart for Weighted Calculations*

Performance Standard	Performance Rating	Points	Weight	Weighted Total (Points x Weight)
Instructional Leadership				
School Climate				
Human Resources Leadership				
Organizational Management				
Communication and Community Relations				
Professionalism				
Student Progress				
Cumulative Summative Rating				

REFERENCES

- Airasian, P. W. & Gullickson, A. (2006). In J. H. Stronge (Ed.), *Evaluating and teaching* (2nd ed., pp. 186-211). Thousand Oaks, CA: Corwin Press.
- Bamburg, J. D., & Andrews, R. L. (1991). School goals, principals, and achievement. *School Effectiveness and School Improvement*, 2, 175-191.
- Branch, G., Hanushek, E., & Rivkin, S. (2009). *Estimating principal effectiveness*. Washington, DC: National Center for Analysis of Longitudinal Data in Education Research.
- Brewer, D. J. (1993). Principals and student outcomes: Evidence from U.S. high schools. *Economics of Education Review*, 12(4), 281-292.
- Catano, N., & Stronge, J. H. (2006). What are principals expected to do? Congruence between principal evaluation and performance standards. *NASSP Bulletin*, 90(3), 221-237.
- Cawelti, G. (1999). *Portraits of six benchmark schools: Diverse approach to improving student achievement*. Arlington, VA: Educational Research Service.
- Cheng, Y. C. (1994). Principal's leadership as a critical factor for school performance: Evidence from multi-levels of primary schools. *School Effectiveness and School Improvement*, 5(3), 299-317.
- Cotton, K. (2003). *Principals and Student Achievement: What the Research Says*. Association for Supervision and Curriculum Development.
- Ginsberg, R., & Thompson, T. (1992). Dilemmas and solutions regarding principal evaluation. *Peabody Journal of Education*, 68(1), 58-74.
- Griffith, J. (2004). Relation of principal transformational leadership to school staff job satisfaction, staff turnover, and school performance. *Journal of Educational Administration*, 42(3), 333-356.
- Hallinger, P., Brickman, L., & Davis, K. (1996). School context, principal leadership, and student reading achievement. *The Elementary School Journal*, 96 (5), 527-549.
- Hallinger, P., & Heck, R. H. (February, 1996). Reassessing the principal's role in school effectiveness: A review of empirical research, 1980-1995. *Educational Administration Quarterly*, 32(1), 5-44.
- Hattie, J. (2009). *Visible learning: A synthesis of over 800 meta-analyses related to student achievement*. New York, NY: Routledge.
- Heck, R. H. (2000). Examining the impact of school quality on school outcomes and improvement: A value-added approach. *Educational Administration Quarterly*, 36(4), 513-552.

- Heck, R. H., & Marcoulides, G. A. (1996). School culture and performance: Testing the invariance of an organizational model. *School Effectiveness and School Improvement*, 7(1), 76-95.
- Joint Committee on Standards for Educational Evaluation (A. R. Gullickson, Chair). (2009). *The personnel evaluation standards: How to assess systems of evaluating educators*. Newbury Park, CA: Sage.
- Kyrtheotis, A., & Pashiardis, P. (1998). The influence of school leadership styles and culture on students' achievement in Cyprus primary schools.
- Leithwood, K., & Jantzi, D. (2000). Principal and teacher leadership effects: A replication. *School Leadership and Management*, 20, 415-434.
- Leithwood, K., & Jantzi, D. (2006). Transformational school leadership for large-scale reform: Effects on students, teachers, and their classroom practices. *School Effectiveness and School Improvement*, 17(2), 201-227.
- Leithwood, K., & Mascall, B. (2008). Collective leadership effects on student achievement. *Educational Administration Quarterly*, 44, 1-34.
- Leitner, D. (1994). Do principals affect student outcomes? *School Effectiveness and School Improvement*, 5(3), 219-238.
- Marcoux, J., Brown, G., Irby, B. J., & Lara-Alecio, R. (2003). *A case study on the use of portfolios in principal evaluation*. Paper presented at the annual meeting of the American Educational Research Association, Chicago, IL, April 21-25.
- Mendro, R. L. (1998). Student achievement and school and teacher accountability. *Journal of Personnel Evaluation in Education*, 12, 257-267.
- Pounder, D. G., Ogawa, R. T., & Adams, E. A. (1995). Leadership as an organization-wide phenomena: Its impact on school performance. *Educational Administration Quarterly*, 31, 564-588
- Reeves, D. B. (2005). *Assessing educational leaders: Evaluating performance for improved individual and organizational results*. Thousand Oaks, CA: Corwin.
- Ross, J., & Gray, P. (2006). Transformational leadership and teacher commitment to organizational values: The mediating effect of collective teacher efficacy. *School Effectiveness and School Improvement*, 17(2), 179-199.
- Snyder, J. & Ebmeier, H. (1990). Empirical linkages among principal behaviors and intermediate outcomes: Implications for principal evaluation. *Peabody Journal of Education*, 68(1), 75-107.
- Stronge, J. H. (Ed.). (2006). *Evaluating teaching: A guide to current thinking and best practice* (2nd ed.). Thousand Oaks, CA: Corwin Press.

- Strong, J. H., & Grant, L. W. (2009). *Student achievement goal setting: Using data to improve teaching and learning*. Larchmont, NY: Eye on Education.
- Stronge, J. H., Richard, H. B., & Catano, N. (2008). *Qualities of effective principals*. Alexandria, VA: Association for Supervision and Curriculum Development.
- Stronge, J. H., Ward, T. J., Tucker, P. D., & Grant, L. W. (in press). Teacher quality and student learning: What do good teachers do? *Teacher Education Journal*.
- Stufflebeam, D., & Nevo, D. (1991). Principal evaluation: New direction for improvement. *Peabody Journal of Education*, 68(2), 24-46.
- Tucker, P. D., Stronge, J. H., & Gareis, C. R. (2002). *Handbook on teacher portfolios for evaluation and professional development*. Larchmont, NY: Eye on Education.
- Waters, J.T., Marzano, R.J., & McNulty, B. (2003). *Balanced leadership: What 30 years of research tells us about the effect of leadership on student achievement: A working paper*. Aurora, CO: Mid-continent Research for Education and Learning (McREL).
- Westberg, D., Sexton, S., Mulhern, J., & Keeling, D. (2009). *The widget effect: Our national failure to acknowledge and act on differences in teacher effectiveness*. Retrieved from www.widgeteffect.org
- Witziers, B., Bosker, R. J., & Krüger, M. L. (2003). Educational leadership and student achievement: The elusive search for an association. *Educational Administration Quarterly*, 39(3), 398-425.

ENDNOTES

ⁱ Catano, N., & Stronge, J. H. (2006); Stufflebeam, D., & Nevo, D. (1991).

ⁱⁱ Joint Committee on Standards for Educational Evaluation. (2009); Marcoux, J., Brown, G., Irby, B. J., & Lara-Alecio, R. (2003); Snyder, J. & Ebmeier, H. (1990).

ⁱⁱⁱ Stronge, J. H. & Grant, L. H. (2008).



PERFORMANCE

CHARTER SCHOOL DEVELOPMENT

October 22, 2019

Idaho Public Charter School Commission
304 North 8th Street, Suite 242
Boise, Idaho 83702

RE: Doral Academy of Idaho

To Whom It May Concern:

On behalf of Performance Charter School Development (Performance) and Hawkins Companies (100% owner of Performance), I am pleased to submit this letter of interest to finance facility improvements for Doral Academy of Idaho upon approval of a charter school contract.

Performance is a full service real estate development company with offices in Boise, Idaho, Houston, Texas, and Tempe, Arizona. Performance and Hawkins Companies have completed about 300 projects across 26 states over the last 40 years. Performance supports high quality charter schools by providing financing and development services.

Performance and Hawkins Companies hold Doral Academy of Idaho in the highest regard. We are excited by the opportunity to invest in Meridian, Idaho to support quality educational options to its children and families.

If you have any questions, please contact me at 208-908-5600.

Sincerely,

Jesse Shetlar

Jesse Shetlar
President

Doral Academy of Idaho

Appendix E6 - Performance & Hawkins Letter of Support

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Miami's Choice Tsunami

Carvalho, competition, and transformation in Miami-Dade



By [Ron Matus](#)

WINTER 2020 / VOL. 20, NO. 1



DONNA VICTOR

Miami-Dade Superintendent Alberto Carvalho has ridden the wave of increased school choice in Florida.

One of the best education stories in years played out on live TV. As cameras rolled, Miami-Dade Superintendent Alberto Carvalho weighed, in public, whether to leave his 10-year, district-transforming job in Miami to become the chancellor in New York City. The drama that ensued captivated Miami.

Kids cried. Parents gasped. The school board called an emergency meeting. When Carvalho arrived, as always in the crispest of dark suits, a packed chamber gave him a standing ovation. Over the course of four hours, the crowd begged and begged and begged some more. A student asked for a hug. Business leaders said please don't go. Some sang, "Please Don't Go," by Miami disco kings KC & The Sunshine Band. One school board member said she hoped the superintendent "will continue to love us enough to stay with us." Another said bus drivers, custodians and cafeteria workers all "told me to tell you to stay."

Even Luther Campbell, aka Uncle Luke of local rap legends 2 Live Crew, made a stirring pitch: "This man here brought dignity back to that seat. So whatever is going on in this system that is pushing this man out, y'all need to straighten it out." For good measure, Campbell channeled the Category 5 hurricane of community pride that Carvalho has unleashed across one of America's most distinctive melting pots: "Mr. Carvalho, if you do decide to leave here, you got all our blessing. But ain't no place like Miami," he said, as Carvalho cracked a smile. "New York ain't got nothin' on us."

In the end, Carvalho said the “emotional tug” was too great. He would stay.

In New York, the mayor fumed. In Miami, the people cheered.

For anybody keeping tabs on public education in America, #TheCarvalhoShow of 2018, as it became known on Twitter, was surreal. A whole city just went all out to persuade its superintendent to stay? How could any urban superintendent, forever navigating the tangles of factions and fiefdoms, have this much support? From the car line and the classroom? From the “establishment” and “reformers”? From the luxury suites and the street?

Call it Carvalho’s choice. Instead of resisting the inevitable forces of choice and customization that are re-shaping public education, Carvalho and Miami-Dade chose to harness them. As the superintendent said to choice advocates this year, he and his district saw the “tsunami of choice” coming. They realized it was too powerful to avoid—and too brimming with opportunity not to embrace.

Today, nearly three quarters of Miami-Dade students are enrolled in choice programs. That makes Miami-Dade the most choice-rich district in arguably the most choice-rich state. Parents and teachers who live in Miami-Dade now access more than 500 non-district schools that didn’t exist or weren’t accessible 20 years ago, and everybody knows even more options are on the way. In Florida, innovation and disruption now bubble up from every direction. In Miami-Dade, it’s surging from a particularly aggressive charter school company, from proud little private schools, and from off-the-grid homeschooling moms.

It’s also surging from the district itself. “Bring it,” Carvalho said at iPrep Academy, a school of choice he designed. This year, 3,355 students applied for 112 open seats at iPrep. “We’re unapologetic,” he said, “about our desire to dominate choice.” Under Carvalho’s leadership, Miami-Dade has created an expanding portfolio of district choice—magnet schools, career academies, international programs—that is unrivaled in Florida and perhaps anywhere else in the country.

This plan wasn’t imposed from afar. It was hatched at home. And the district has methodically, if not gleefully, executed it. Carvalho’s popularity stems from his district’s ability to direct its own vision for change, and to document sustained progress. Its programming is dynamic. Its achievement is rising. Its stakeholders are remarkably unified. Success has led to more buy-in and more resources, which in turn has ramped up potential for more success.

Will it last? Ever more parents are demanding public education be ever more tailored to their kids’ needs, with ever more providers to choose from. Carvalho may be one of the best superintendents in America. But can anybody really surf a tsunami?

When Alberto Carvalho announced his decision in March 2018 to stay in Florida rather than leave for a job running New York City schools, Miami-Dade school board members cheered.

Miami-Dade County is big. It’s the size of Delaware. Take away the swampy parts teeming with alligators and pythons, and it’s still a palmy, concretized, iguana-ridden expanse as big as Rhode Island. The nation’s fifth-biggest school district encompasses all of that. It has 476 schools. It has 37,830 employees. In 2018-19, it had 350,456 students, with 80 percent in district-run schools and 20 percent in charter schools. For perspective, consider that 350,456 students is more than the district enrollments of Denver, Washington, D.C., Detroit, New Orleans, Boston, and San Antonio combined.

But big isn’t bumbling. Miami-Dade County Public Schools is racking up academic accolades the way the Miami Hurricanes used to rack up Division I football championships. It’s doing this in a state with some of the lowest per-pupil spending in America, in a state that is itself an academic standout.

To be sure, no big district in America is near the promised land. Every rising trend line has caveats and complications, and surficial analyses may obscure the stubborn gaps and trade-offs and unconscionable numbers of still-struggling kids. As Rick Hess of the American Enterprise Institute wrote last year: “time and again, sensible people embrace nifty reforms, hot new superintendents, and ‘miracle’ school systems. However, they later “realize that the packaging was a whole lot better than the product. Even two decades into the ‘accountability era,’ it’s far too easy for snake-oil peddlers



THE MIAMI HERALD

to trumpet a few numbers and insist that a given school, district, or supe has ‘cracked the code.’ ”

Miami-Dade needs the kind of hard audit that only multiple auditors, from multiple vantage points, can deliver.

In the meantime, this is fair: Over the past decade, Miami-Dade County Public Schools has moved the needle on a range of academic indicators. It’s that relative success that brought President Barack Obama and Governor Jeb Bush to Miami in 2011, in those halcyon days when “education reform” flirted with bipartisanship. It’s those relative gains that led to the district winning the Broad Prize in 2012, and the College Board Advanced Placement District of the Year in 2014. It’s that relative progress that led to Carvalho being named Florida Superintendent of the Year in 2013, National Superintendent of the Year in 2014, a McGraw Prize winner in 2016, and National Urban Superintendent of the Year in 2018.

The numbers suggest Miami-Dade is punching above its weight.

In 2018, the state awarded the district an “A” grade for the first time. School grades are primarily based on proficiency and progress on state tests, with extra weight given to progress of the lowest-performing students. Of the state’s 14 biggest districts (those with 60,000-plus students), only three joined Miami-Dade as “A” districts that year. Miami-Dade also ranks No. 1 among Florida’s biggest districts in enrollment of students of color (93 percent, with 71 percent Hispanic and 20 percent black); No. 4 in percentage eligible for free- and reduced-price lunch (66 percent); and No. 1 in English language learners (20 percent).

The last stat should be underlined. Standardized tests in Florida are administered in English only, and the state has, so far, successfully resisted every effort to change that.

The district is outpacing its Florida peers in progress, too. In 2008, Miami-Dade students were below the state average in performance on annual statewide reading tests in all eight tested grades; among the 14 biggest districts, students’ scores were near the bottom in seven of the eight. This year, average scores for Miami-Dade students ranked in the top three of Florida’s biggest districts in six out of eight tested grades.

The data looks even better disaggregated. In math and reading, black and Hispanic students in Miami-Dade score above the state averages for black and Hispanic students in nearly every tested grade. Scores for Miami's black students are in the top five among big districts in most categories. Hispanic students rank in the top two in most categories. Low-income students from Miami, meanwhile, are No. 1 in three of six tested grades in math, and seven of eight in reading.

This looks good. This also needs context. In 2019, only 46 percent of low-income 10th graders in Miami-Dade passed a statewide test in reading. But looking across Florida, that low-sounding pass rate is still six percentage points above the state average, and best in class among the 14 biggest districts.

Miami-Dade's outcomes on the National Assessment for Educational Progress are more mixed. In 2016, the Urban Institute demographically recalibrated the 2015 scores for the 23 districts then participating in the Trial Urban District Assessment, a testing program for a group of city districts, all of which have large shares of students who are black or Hispanic or from low-income families. Miami-Dade came in at No. 5. It outperformed its demographics, but not as much as Boston, Dallas, and many other districts.

The Urban Institute has not yet updated its analysis to include the 2017 exam. Fourth graders in Miami-Dade continued to make strong gains between 2015 and 2017, and now rank No. 1 among their urban peers in reading, with 42 percent scoring proficient or above, and No. 2 in math, with 45 percent scoring proficient or above. Over the past decade, they've shown some of the biggest gains in both subjects.

The opposite is true for Miami-Dade eighth graders. Their scores were flat between 2009 and 2017, and among urban districts, they've shown some of the least progress.

Clearly, work remains.

Clearly, though, Carvalho has earned wide latitude to keep at it.

Eight months after his decision to stay, 71 percent of Miami-Dade voters approved a four-year property tax increase that will reward district teachers with more than \$200 million a year in additional pay—meaning annual supplements of \$7,000 to \$8,000 for teachers with median salaries of \$46,000. This was a vote of confidence in the district by voters who had been burned by past tax referenda. It was a second thumbs-up for Carvalho. In 2012, he successfully led a \$1.2 billion bond referendum to upgrade district facilities and technology.

The district's latest tax-hike pitch quickly followed news of its "A" grade. The campaign strategy was simple: Leverage the credibility earned from a decade's worth of progress. Our teachers are delivering, the superintendent told voters. They deserve to be rewarded.

An incredible personal story is part of Carvalho's appeal. He grew up in Portugal, the son of a custodian and seamstress. Six kids in a one-room apartment with no running water and no electricity. Carvalho, 54, was the first in his family to graduate from high school, and he left for America as an "unaccompanied minor" who spoke no English. He washed dishes. Worked construction. Lived in a U-haul that reeked of paint. As a waiter, he met former U.S. Rep. E. Clay Shaw, who encouraged him to go to college. He did, earning a bachelor's degree in biology in 1990. Today, he speaks Portuguese, English, Spanish and French—and is one of America's most decorated superintendents. There's no mistaking how deeply this resonates in a community where half of all residents are foreign born, and more than 70 percent speak a language other than English at home.

In Miami-Dade, Carvalho began his career teaching physics, and, at one point, served as the district's chief communications officer. He's keen on momentum and narrative. He often lists his district's challenges in bullet points, then punctuates them with a variation on these words:

That sounds like mission impossible. But we turned it into mission inevitable.

Nobody thought that when the school board hired Carvalho in 2008.

The Great Recession was in full effect. State funding was shrinking. Board members were bickering, even as the state was threatening to take over nine low-performing schools. Earlier in the year, the district had cut more than \$200 million, but still did not have a balanced budget.

Relations were rocky with the local branch of the American Federation of Teachers, the United Teachers of Dade. Just before Carvalho's appointment, the district reneged on promised raises. A ticked-off union distributed fliers showing school board members flushing cash down the toilet. The union had hundreds of teachers protest in front of the administration building (at one point forming a conga line), and it brought bars of soap to a board meeting to encourage administrators to "come clean" about mismanagement.

As 2009 dawned, news got worse: Miami-Dade was now among eight districts being monitored by the state because its financial reserves had shrunk to dangerously low levels. It was the only one that wasn't tiny and rural. In desperation, the administration told schools it wanted a 20 percent cut of fundraisers, which would bring in \$5 million to ease the crunch. Fundraisers—as in bake sales and car washes and kids selling candy bars. The *Miami Herald* called it a "plan to raid schools' piggy banks." Parents rebelled, and in response, Carvalho did something he's rarely had to do since: retreat.

In summer 2009, Carvalho presented, and the board approved, a balanced \$4.8 billion budget that was \$700 million smaller than the prior year's. With help from federal stimulus funds, it raised reserves to \$56.5 million, avoided layoffs and secured a small raise for teachers. The 2010 budget was slimmer still—and sent 200 district administrators back to classrooms. The superintendent also began replacing hundreds of principals, and re-assigning hundreds of low-performing teachers.

By fall 2010, the clouds had parted. The superintendent could focus on the real challenge.



PABLO MARTINEZ MONSIVAIS / AP PHOTO

President Obama is introduced by former Florida Gov. Jeb Bush, right, before speaking at Miami Central Senior High School in 2011. Education Secretary Arne Duncan is at center.

In the span of a generation, school choice became the new normal in Florida.

Thirty years ago, about 10 percent of K-12 students in Florida attended private schools. A handful attended magnet schools. The rest attended assigned district schools—either neighborhood schools assigned by zip code, or far-flung schools assigned for compliance with court-ordered de-segregation.

Today, 45 percent of Florida students in K-12 attend something other than their assigned schools. Charter schools are part of the mix. So are private schools that can be accessed with choice scholarships. So is an ever-growing array of district options.

This wave didn't just happen.

In 1996, the Florida Legislature passed a law allowing creation of charter schools. The first opened that fall in Miami's Liberty City community. Two decades later, Florida had 295,814 students in 655 charter schools—and one of the largest charter sectors in America.

In 1997, the Legislature created the Florida Virtual School to ramp up online learning. It started with 77 students and five courses. Today, it serves more than 200,000 students a year.

In 1999, the Legislature created the McKay Scholarship, a state-funded private school voucher for students with disabilities. In 2018-19, it served 30,695 students in 1,525 private schools.

In 2001, the Legislature created the Florida Tax Credit Scholarship for low-income students. As of June 2019, it was serving 104,091 students in 1,825 private schools. In students and funding, it is the largest private school choice program in the U.S.

By the time Carvalho became superintendent in 2008, these ripples were fast merging into something bigger. As fate would have it, the waves rolling into Miami-Dade were that much stronger.

The headquarters for Fernando Zulueta's company is a nondescript, two-story house in South Miami with terra cotta shingles and sprinkler stains. No signs bear the company name.

Academica, a privately-held for-profit company, manages 165 schools in five states and the District of Columbia, including 122 in Florida. According to Stanford University's Center for Research on Education Outcomes, whose research on charter school performance is widely respected, the company's core networks consistently make solid gains over district schools. Yet the company is remarkably off the radar. So is Zulueta. He hasn't done many newspaper interviews in recent years. There aren't many photos of him floating around. One of the few, which ran with a critical *Miami Herald* series in 2011 (and was taken paparazzi style), shows him in the Bahamas, wearing shades and holding a glass of champagne.

Forget first impressions. Zulueta, 60, is cerebral and methodical. He, like the superintendent, has a classic South Florida immigrant story. And if Academica is less than fully focused on improving student outcomes—an impression the *Herald* series and other reports may have left on some—Zulueta has a funny way of showing it. He has a stack of charts at his fingertips, comparing Academica schools with district schools and other charters. At a national charter schools conference, he noted how few high-poverty schools are academically top tier and deemed it “disgusting.”

Like Carvalho, Zulueta had a relatively modest start in Florida. His father was a banker in Cuba. When Castro came to power, Zulueta's father fled with his family to Florida and eventually took a job as a truck driver, delivering art supplies before becoming a bookkeeper. Zulueta trained as an accountant and lawyer at the University of Miami and then became a developer, building starter homes on what undeveloped land was left in South Florida.

In the mid-1990s, his company was building a community just north of the Miami-Dade County line that didn't have a nearby public school to serve it. The new charter school law offered an opportunity to create one. The company won approval in 1996. Somerset Academy opened in 1997. But before it opened, parents far from the school began applying in droves. “I was taken aback by this,” Zulueta said. “Why would you want to go to a school that hasn't even opened?”

The light bulb flickered on. In 1999, Academica was born.

“We are now working in an educational environment that is driven by choice. I believe that is a good thing. We need to actually be engaged in that choice movement. So if you do not ride that wave, you will succumb to it. I choose not to.”

Carvalho made those comments in 2012, in response to a reporter’s question. A year later, a gaggle of TV news crews followed him on the first day of school, as he talked up scores of new district choice programs. A year after that, with another 50-plus choice programs on the district menu, Carvalho added some wow to his metaphor:

“Rather than complain about the incoming tsunami of choice, we’re going to ride it.”

In 2010, as the district was emerging from its economic malaise, 35 percent of its students were enrolled in district-run choice programs. By 2018-19, it was 61 percent. This percentage does not include charter and private schools. Add in those sectors, and the percentage of Miami-Dade students enrolled in choice programs rises to 69 percent and 74 percent, respectively.

“ACADEMIC EXCELLENCE!” reads the banner on the Facebook page of Miami-Dade County Public Schools. “ONE SIZE FITS NONE!”

The district has embraced what many public education traditionalists won’t. The Florida School Boards Association, for example, was a lead plaintiff in a 2014 lawsuit that ultimately failed to have the Florida Tax Credit Scholarship declared unconstitutional. Superintendents in some Florida districts continue to persuade their boards to deny charter applications on shaky ground, knowing the denials will be overturned. Under a charter law that has no cap on new schools and allows schools to appeal application rejections to the state Board of Education, the continued growth of charters in Florida seems secure.

“I was not going to do what a lot of my colleagues did” about the fast-growing school choice movement, “which is, ‘Let’s hope and pray it doesn’t hit us,’” Carvalho said in an interview in April. The expansion of choice “materialized exactly as we predicted. But rather than being a spectator, or a victim of it, we were an active participant in it.”

“We” includes the Miami-Dade school board. It bought into this acceleration of district choice quietly but fully, and, despite changing membership over the years, consistently. Even before Carvalho’s arrival, some board members had been pushing for expansion of choice into far-flung corners of Miami-Dade. But as parental demand for non-district options intensified, so did the district’s desire not to be outdone. This response has generated little push back. The issue of choice—be it charters, vouchers or district options—has rarely surfaced in school board elections over the past decade. Throughout the district, choice has become accepted as the way it is.

“With or without competition, people are driven to be the best,” Martin Karp, a Miami-Dade school board member since 2004, said in an interview. “But you can’t discount the competition and what it brings. It’s wise to learn from others, and for others to learn from us.”

Miami-Dade didn’t merely adapt. The changes under Carvalho say so much more about him, the district, the possibilities for public education. They suggest school districts can rise to the occasion in the era of choice and customization, and, perhaps not only evolve, but lead. Even the best districts can never be all things to all students, but, perhaps, they can be more things to more students.

Perhaps they can also be more efficient. Miami-Dade operates in a state that ranks No. 44 in per-pupil spending. It has supplemented state-set funding by tapping local sources. But even then, its success would seem to suggest that sustained academic progress is possible even in a relatively low-spending state, even with declining enrollment. Over the past decade, enrollment in Miami-Dade district schools has dropped to 281,969 from 321,279 as tens of thousands have enrolled in charter and private schools. Yet Miami-Dade keeps notching superlatives and expanding its programming.

Traditionalists aren’t the only ones who think something special is happening. “If you do not evolve, if you do not produce, you get left behind,” said former state Rep. Ralph Arza, a former teacher and football coach in the Miami-

Dade district who now directs governmental relations at the Florida Charter School Alliance. Carvalho “has sold his district on that.”

“He’s not complaining about Uber,” Arza said. “He be-came Uber.”



JEFFERY A. SALTER

Fernando Zulueta, president of Academica schools, at Slam Miami School in August 2019. “We wake up scared every day that if we don’t do a great job, parents will turn around and leave.”

A half century ago, Fernando Zulueta’s mom helped found a small Catholic pre-school in Little Havana that grew into a little network called Centro Mater. Thirty years later, the director of an offshoot in Hialeah Gardens ran into Zulueta and said, “Your mom told me you started a charter school.”

The director was worried. Some Centro Mater students went on to excel in district schools, but many did not. Could Zulueta help him start a charter? Zulueta was hesitant. He had a business to run. But in 1998, he established Mater Academy, Academica’s first charter in Miami-Dade.

Today, there are about 60 charters affiliated with Academica in Miami-Dade, serving 35,000 students. That’s half the sector. Academica is the biggest reason charters now enroll 68,452 students in the county, and 20 percent of all public school students, up from 23,871 students and 7 percent in 2008-09.

Academica’s core networks are Somerset, Mater, Doral and Pinecrest. Its affiliates tend to have a few things in common: student uniforms, parent contracts committing to 30 volunteer hours a year, and atypical grade configurations like K-8. By design, Zulueta said, they look and feel like private schools, and accountability for results is a given. “We wake up scared every day,” said Zulueta, who has three children in Academica schools, “that if we don’t do a great job, the parents will turn around and leave.”

Academica is a full-service manager: accounting, compliance, human resources, strategic planning, accreditation support, legal affairs. The company does it all.

The analysis from Stanford University's Center for Research on Education Outcomes suggests it does it well. The 2017 report found students in all four major Academics networks were making modest to large gains over similar students in district schools. The Doral network, which includes schools in Florida and Nevada, showed the biggest gains—the equivalent of 142 additional days of learning in math each year, and 57 in reading. Those outcomes are better than more celebrated charter networks of comparable size, like Achievement First and Democracy Prep.

It's not clear how much of Miami-Dade's academic progress is due to its charter sector, and how much the charter sector's success is due to Academics.

As a whole, charter students in Miami-Dade perform better than district students on state tests in math and reading, and on three of four core tests by the National Assessment of Educational Progress. However, student populations differ at different school types, and a serious analysis, controlling for demographics, is overdue.

In the meantime, Academics continues to expand.

It secured a license to operate a private post-secondary program in 2011 and today, Doral College serves students attending Academics charters who want a head start on higher education. Most classes are online, and tuition is free for families, with costs covered by the state funding Academics receives for its high-school programs. In 2018-19, according to company figures, Doral College enrolled 1,711 students.

As options grew, kids moved.

Rated as a "C" by the state for most of the past decade, Richmond Heights Middle School, 14 miles southwest of downtown Miami, served fewer and fewer students until it was less than half full. In many districts, this would be a problem. In Miami-Dade, this was an opportunity. The district drilled into surveys asking what students and parents wanted; looked at districtwide application numbers to see what programs were in demand; considered what potential partnerships and resources were available.

In 2014, it opened BioTECH High, co-located inside the middle school.

To do it, the district secured a \$10.1 million federal magnet schools grant. It strengthened an existing partnership with Zoo Miami. It forged new partnerships with Everglades National Park and Fairchild Tropical Botanic Garden. The response? BioTECH High began with 110 students. Last year it had 400. Now it's drawing 600 applications a year for 200 slots, including the occasional applicant from out of state. One student gets up at 4 a.m. to catch three buses and a train to make it to school by 7:20 a.m.

Meanwhile, Richmond Heights Middle has improved its state grade to a B.

From the district side, nothing better tells the story of Miami-Dade's transformation than magnet mania.

In 2010, the district had 41,251 students in magnet schools, 11.9 percent of total enrollment. In 2018-19, it had 72,194 students in 114 magnets, fully 1 in 5. These aren't the magnets of old, created to spur integration. These are theme-based vehicles for relevance, engagement, ownership, achievement. Dozens of them have earned national honors, including designations as National Blue Ribbon Schools, merit awards from Magnet Schools of America, and high rankings on the annual list of best high schools from *U.S. News & World Report*.

STEM? How quaint. Miami-Dade's science magnets include BEAT (Bio-Medical Environmental Agricultural Technology), BEAM (Biomedical Environmental and Medical), STIR (Science Technology and Investigative Research) and COAST (Ocean Academy of Science & Technology). Its arts magnets include schools focused on film, interior design, and fashion design. Its health magnets include programs in veterinary science, pre-medicine, and sports medicine. Business magnets? Take your pick: Banking, financial technology, digital marketing, international business, or global trade and logistics.

There's a magnet for aviation, for architecture, for construction design. For legal studies, multimedia entertainment technology, homeland security. There's iPrep, iCode, iMed. There's a single-gender 6-12 school for young women, and

another for young men. There are separate international studies magnets with immersion in Spanish, French, Italian, Haitian-Creole, German. The list goes on.

The district's embrace of choice has allowed it to do more than expand programming. It's also mitigated the wrenching community pain that often comes when districts close schools. One former neighborhood school, Mays Community Middle School, is now the Arthur & Polly Mays 6-12 Conservatory of the Arts. Another, Miami Edison Middle School, became iTech@Thomas A. Edison Education Center. "Bittersweet" is how the *Miami Times*, Miami's century-old black newspaper, called the conversion of the latter in 2014. But "bittersweet" is better than "slash and burn."

Some Miami-Dade magnets have entrance requirements. Many don't provide transportation. Students and parents are flocking to them anyways.

BioTECH does not have entrance requirements, and its share of low-income students at 62.7 percent is on par with the district average. Its students are expected to publish a scientific paper by the time they graduate. More than half of their teachers are working scientists. Their lab equipment is college caliber. Some are studying the intestinal flora of spider monkeys to develop diets that make captive monkeys less prone to stomach problems. Some are evaluating the potential of plants, like bok choy, to be sustainable sources of vitamins on space voyages.

"Rigorous but relevant hands-on research," said Principal Daniel Mateo, 37, a chemist turned educator. "That's the name of the game here."

Mateo himself was a school choice pioneer. He initially attended high school a block from his house, but then enrolled in a dual enrollment school the district developed with Miami-Dade College. It was newer, and smaller, and the students had to start their own traditions, from yearbook to prom. They did. And loved it.

"Give people what they want," Mateo said. "That's the secret sauce."



Art teacher Gerald Obregon and students from Arthur & Polly Mays Conservatory of the Arts, a public school, in front of a mural they painted on a wall at Kendall Regional Medical Center.

District headquarters. Room 916. 8:30 a.m. Last February, dozens of principals and top district administrators packed into this conference room for a quarterly ritual called DATA/COM. They small talked until 8:49 a.m., when Carvalho made his entrance and bee-lined to the head of the table. The quiet was immediate. After a joke about how happy hour would start early today—as soon as DATA/COM was over—Carvalho called the first principal to a seat at the other end of the table—directly in front of him.

It's obvious from outside the Miami-Dade district that choice is a defining feature.

It's obvious from the inside that so is data-driven urgency.

The next four hours were intense. Each principal got two minutes to note which trend lines are headed in the right direction, which are not, and what interventions and supports were being deployed to change that. Behind the superintendent, a digital timer ticked down next to a screen that displayed a dashboard of data for each school.

Carvalho cheered on progress and clearly relayed expectations. “You have a lofty goal of a B this year,” he said to one principal. “Are you going to meet it?” “Yes sir,” the principal said. “The data shows we will.”

If hype about Miami-Dade has fogged its challenges, that dissipates at DATA/COM. One principal noted his school already had 477 students who'd missed 11 or more days. Yet it was also clear in Room 916 that the district is in a rush to meet those challenges. Boasted one top administrator, “We're not an aircraft carrier ... we're a jet ski.”

At DATA/COM, issues are identified, quickly. Remedies are proposed, quickly. If need be, direction is given, quickly, for processes and protocols to be short circuited, quickly.

One principal told the superintendent she had a cosmetology and hair styling teacher who was stalling on certification. “This is a really hairy issue,” Carvalho joked. The room erupted. A half second for levity. Then, dead serious, “If she's not certified or certifiable, she needs to go.” But, the principal continued, finding a replacement is difficult given district policy that requires multiple years of field experience, no matter how talented the applicant. Carvalho ordered a policy tweak. Another principal noted little progress with reading proficiency rates at his school, with 52 days left in the school year. The group agreed in this case, it's time, not talent. On the spot, Carvalho ordered the school day extended for the rest of the year.

DATA/COM is aimed at the most “fragile” schools, and goes hand-in-hand with the work of the district's Education Transformation Office.

The 65-person office provides intensive instructional support to scores of schools—86 in 2018-19. Many are subject to state requirements for low-performing schools. But the office identifies a broader range in need, gives them help beyond what the state requires, and takes pride in rapid response.

Does it work? The district's graduation rate has risen sharply to 85.4 percent, but a decade after Carvalho's appointment remains below the state average of 86.1 percent. An impressive rise in elementary school scores isn't getting the same traction in middle school. Seventeen Miami-Dade schools, 16 of them predominantly black, sit on the state's list of 300 lowest performing elementary schools. Another remains on the shorter, more troubling list of persistently low-performing schools. It, too, is predominantly black.

At the same time, Miami-Dade has not had an “F” school in three years. Twenty years ago, it had 26.

Back at the meeting, a principal told Carvalho one especially effective teacher in a key subject area was on maternity leave, and another was on long-term medical leave. Carvalho began his response with a riff on context: The district has 140 openings out of 20,000 teaching positions. That's down from 300 to 350 in past years. That compares favorably to other big districts in Florida. Still ...

“Let's build a reserve army,” he said. Let's employ talented teachers, perhaps recent retirees, who'd be willing to work short term. Let's figure out how to find them. How to best structure the contracts. How to square it with the union. “Let's see it Monday morning,” he said to his Cabinet.

It was Friday.

No, he continued, before the awkward pause could root. End of next week will work.

Long before dawn bathes the palms in soft light, thousands of workers stream from neighborhoods in Little Havana where modest homes are tucked in tight as pastelitos in a Cuban bakery. In the thick of this working-class hum is a private school with Cuban roots that was once harassed by Fidel Castro. He couldn't kill La Progresiva Presbyterian. Now it's thriving more than ever.

The Miami-Dade district has hundreds of reasons beyond most districts to try and move like a jet ski. La Progresiva and 400 other private schools are among them.

Miami-Dade County had 75,994 students attending 612 private schools in 2017-18, a rate of 17.6 percent. That was the fourth-highest rate among Florida's 67 districts, and No. 1 among the big districts. At least 41 percent of those students used state scholarship programs to help pay tuition, with some 26,272 using the Florida Tax Credit Scholarship, five times as many as when Carvalho became superintendent. They attended 441 private schools, up from 156 a decade ago.

La Progresiva is led by a former district teacher. Melissa Rego grew up four blocks away, the child of Cuban immigrants, a bank teller and a car mechanic. When she became principal a decade ago, the school had 162 students in grades K-12. Last year it had 672, all using tax credit scholarships.

The director who hired Rego told her to do whatever it takes to propel the school to its potential. So the woman with 1,000 facial gestures behind horn-rimmed glasses became Inspirer-in-Chief. Over and over, she reminds the children of cooks and waitresses and gas station attendants: "You have the ability to do this. We're going to equip you. You have a future. But you have to grind."

In many states, it's big news when lawmakers consider a single school choice bill. In Florida, lawmakers consider a dozen or more every year. In 2014, they created the Gardiner Scholarship for students with special needs. In 2018, they created the Hope Scholarship for bullying victims. This year, they created a voucher that expands income eligibility into the middle class.

Clearly, parents are hungry for options. Increasingly, teachers are too.

Rego, 42, graduated from public school in Miami, got a full ride to Miami-Dade College, and earned a bachelor's from the University of Miami. Her teaching career began 18 years ago. She started as a sub, working with emotionally disturbed students, then taught four years at a career academy high school. At the invitation of a friend who had become a principal, she headed to an Academica-affiliated charter.

The charter was serving 600 students in a movie theater. The intended building wasn't completed on time, so teachers and school leaders had to wing it. That they did, successfully, helped Rego understand the power of choice. Students, parents and teachers all chose to be there. All worked harder to make their choice work. They were, Rego said, "invested."

Rego raised expectations at La Progresiva, making college a fundamental goal. The students looking sharp in green, white, and khaki are descendants of Cubans, Nicaraguans, Salvadorans, Dominicans. Many didn't fare well in district schools. But at La Progresiva, something allows them to gain momentum. Maybe it's more nurturing. Maybe it's more flexibility. Maybe it's the reminders, from the placards in the front office to weekly chapel, that there's a shared moral code.

Whatever it is draws teachers, too. Forty percent of La Progresiva's teachers worked in district schools. Many, like Rego, would make more money there. "But you know what?" she said. "I'm happier here."

T. Willard Fair worked with Jeb Bush to found the Liberty City Charter School in 1995. The Liberty City Charter School was a pioneer in what became a national movement.



RYAN STONE/THE NEW YORK TIMES/REDUX

As president of the Urban League of Greater Miami for 55 years, T. Willard Fair has worked with 10 Miami-Dade superintendents. As former chair of the Florida Board of Education, he's worked with scores more. Carvalho, Fair said, is "the best I've seen anywhere." Fair said many in Miami-Dade's black communities feel the same. When he and Carvalho walk down the street in Liberty City, people stop their cars so they can run up and shake Carvalho's hand. "Not my hand," Fair said for emphasis. "His hand."

Fair's endorsement is telling. Carvalho has bridged "establishment" and "reform" tribes in Miami like no one else. Fair and Bush co-founded that first charter school in Liberty City. Yet it's easy to find choice-and-accountability stalwarts like Fair who are Carvalho fans. When it appeared Carvalho was headed to New York, Randi Weingarten of the American Federation of Teachers praised him. But so did John Kirtley, a longtime leader at the American Federation for Children, a prominent school-choice advocacy group.

The district's relationship with the teachers union is also telling. As Carvalho repaired the fiscal mess he inherited, he eased tensions with United Teachers of Dade. He avoided laying off teachers, found a way to secure a small raise in 2009, and put annual raises back on track by 2012. At the same time, his administration used a clause in the collective bargaining agreement to re-assign 400 low-performing teachers and, with union cooperation, become the first district in Florida to tap federal Race to the Top funds for merit pay. The union president at the time said Carvalho "might be the best superintendent in the nation."

Fast forward to 2018, when voters agreed to convert a modest property tax hike into a major teacher pay hike. If Carvalho didn't get a honeymoon at the beginning of his tenure, he's getting one now.

In relations with Tallahassee, Carvalho has walked a tight rope. On one hand, he has not hesitated to be critical about the state's reliance on standardized testing, about state education funding, and about its dictates on teacher evaluations.

On the other hand, he never attacks the operating system as a whole.

Carvalho has not fought the state's expansion of choice. In fact, he helped persuade the school board to approve a KIPP charter in Liberty City. Among charter advocates, Miami-Dade has a reputation for fairness with authorization and oversight.

Carvalho has not opposed the state's basic approach to regulatory accountability, either. Instead of resisting, he has focused on meeting the state's definition of success. In 2017, when Miami-Dade recorded no "F" schools for the first time, Carvalho called a press conference. "Second only to the day I became superintendent, this is my proudest moment," he said. "Nothing beats being able to say that failure has been eliminated in Miami-Dade."

Thirteen of the top 20 high schools in Florida, according to *U.S. News & World Report*, are in Miami-Dade.

All 13 are schools of choice.

Ten are magnets. Three are charters. Two of the charters are affiliated with Academica.

Education rankings must be taken with many grains of salt. But the U.S. News list synchs with other evidence that's hard to ignore—about the degree to which choice is mainstream in Miami-Dade, about the high caliber of many choice schools, about the tsunami that is looking an awful lot like a rising tide.

To be sure, the evolving landscape isn't entirely peaceful. A feud over the tax hike continues to simmer. The district maintained the money was for the district only. But the charters fought that, given the massive disadvantage it imposes on recruiting and retaining teachers. During the legislative session that ended in May, charter-friendly lawmakers passed a measure that requires districts to share proceeds proportionally from future referenda, and Governor Ron DeSantis signed it into law. But the new law isn't retroactive.

Rising tensions between the district and charters would be unfortunate, and distracting.

In 2016, Education Cities and Great-Schools released their Education Equality Index, which sought to spotlight cities where low-income students are most likely to attend schools with small achievement gaps, or none at all. Two big cities in Miami-Dade—Hialeah and Miami—finished No. 1 and No. 3. Given the research on the competitive effects of choice, this shouldn't be a surprise. Studies have found positive impacts on district achievement from charter schools, from private school scholarships, from other district options.

The Education Equality Index identified 10 Hialeah schools and 10 Miami schools with the smallest gaps. In Miami, six were charters, including four managed by Academica; and two were magnets, including iPrep, the school designed by Carvalho. In Hialeah, one was a traditional public school, one was a magnet, and the other eight were charters, including seven run by Academica.

All seven were Mater schools, that little network that sprouted in Little Havana.

Carvalho isn't alone on the big wave.

The superintendent once called iPrep, now 10 years old, "my signature school." It has bean bags, treadmills, Macs, and funky colors. Some rooms have comfy sofas. There's a room with high tables and a ping pong table. All of it feels, as intended, more like a college than a preK-12 public school with 860 students. "I wanted to build something totally against the grain of public education at the time," Carvalho said.

Twenty miles away, Ana Garcia is building something totally against the grain now.

"Guys! Choo-choo formation!" At Garcia's command, a loose knot of people near the turnstiles at Zoo Miami—three adults, five students—put their hands on the back shoulders of the person in front of them and merged into something less locomotive than caterpillar. Sixteen feet proceeded on a motley ramble. Over the next few hours, Garcia, another former teacher from the Miami-Dade district, subtly steered her students toward the goals in their personalized education plans.

Garcia put special focus on three students with autism, including her 9-year-old, Kevin. It's education savings accounts that make Garcia's home education cluster—and perhaps, someday, a never-ending array of other clusters—

possible. Without them, the parents who've entrusted Garcia with their kids would be limited to schools that, despite the best intentions, didn't work for them.

In the shadow of America's fifth-biggest district, new forms of educational life are emerging. Florida now boasts the largest education savings account program in the nation, with 11,276 students using them, including 1,469 in Miami-Dade. That doesn't sound like many. But 20 years ago, there weren't many students in Miami-Dade charter schools, either.

With iPrep, Carvalho surfed to the edge. He created a boundary-busting school where students learn in their space, at their pace. iPrep students supplement traditional courses with Khan Academy, Florida Virtual School, dual enrollment. For many students, it rocks. iPrep is perpetually A-rated. And Carvalho has sought ways to expand it, by "franchising" it into other district schools. This was, and is, ahead of its time. But given the pace of technological change, Carvalho knows it won't be much longer.

"Ten to 20 years from now, how will we be teaching kids in America? In Miami-Dade? I think the most honest answer to that question is, we don't know," he said. "You have to anticipate a dramatic shift, perhaps the most powerful shift we've seen in education in the history of mankind. ... Where, when, how, and by whom kids will be taught, will be very different than the reality today."

Garcia loved teaching in the district. But over a decade, the passion ebbed. For her and for Kevin, it didn't work. In 2014, after 12 years as a middle school English teacher and curriculum specialist, she called it quits.

Without fanfare, she surfed to the edge, too. She envisions a micro-school, flexible enough to serve home education students, including Kevin and others with special needs. She hasn't figured out all the details yet. But she's sure that if she doesn't, somebody else will.

In Miami-Dade, nobody corners the market on good ideas in public education.

Superintendent Carvalho deserves credit for boldly transforming his district. Florida's redefined public education system gives more entities more power to create more options, and more parents more power to choose them or not. Miami-Dade did not run from this new system. It embraced it, dug deeper, delivered more, even as the education landscape around it became one of the most dynamic and diverse in America. The result is a far different district than existed a decade ago. There is a buzz about Miami-Dade. There is pride in its accomplishments, unity across potential divides, optimism about what's ahead.

At the same time, the district's rise didn't just happen. A long list of providers brought their models and approaches and enthusiasm into a system that gave them the freedom to take a shot. Going forward, more providers will emerge, and more parents will become more demanding. In many cities, this level of competition and customization in public education is still abstract. In Miami, it's real. The next great innovations are on their way, but who can say from where? Maybe it'll be the resourceful home-school mom or the talented district teacher. Maybe it'll be the feisty private school principal, or the hard-charging charter network. Maybe it'll be the superintendent who shocks everybody, again, by paddling out to the next big wave instead of waiting for it to crash.

Chances are, it'll be all of the above. And others we can't yet imagine.

Ron Matus is director of policy and public affairs at Step Up For Students and a former state education reporter for the Tampa Bay Times.

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DISTRICT MEMBERSHIP AGREEMENT

This District Membership Agreement (this “**Agreement**”) is entered into effective as of _____, 2019 (“**Effective Date**”) by and between The Doral Academy Inc., a Florida not-for-profit corporation organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose address is 2450 NW 97th Avenue, Miami, FL 33172 (“**DORAL**”) and Doral Academy of Idaho (“**MEMBER SCHOOL**”), a Idaho not-for-profit corporation established to operate a public charter school, whose address is 6630 Surrey St., Las Vegas, NV 89119.

WITNESSETH:

WHEREAS, the DORAL Academy, Inc. Corporate District (the “**DISTRICT**”) is a corporate district currently accredited by the Southern Association of Colleges and Schools Council on Accreditation and School Improvement (“**SACS CASI**”), an Accreditation Division of AdvanceED; and

WHEREAS, the DISTRICT was established to develop schools that provide educationally underserved students with the knowledge, skills, and character needed to succeed in top-quality schools, colleges and the competitive world beyond; and, that maximize student achievement by fostering the development of responsible, self-directed life-long learners in a safe and enriching environment; and

WHEREAS, DORAL has created a membership program for public charter schools located, or to be located, outside the State of Florida, designed to increase membership in the DISTRICT; and

WHEREAS, as a member of the DISTRICT, a school receives, subject to compliance with all applicable responsibilities of membership that may exist from time to time, certain rights and privileges, including, (i) access to educational materials, programs and curriculum, procedures for marketing, advertising, promotion, financial reporting and budgeting, signage and other branding techniques and materials and other items created over time and approved for use within the DISTRICT, (ii) the right to conduct operations of the school as a “A DORAL Academy School”, and (iii) access and eligibility to an accreditation process by the SACS CASI as a member of the DISTRICT; and

WHEREAS, MEMBER SCHOOL either holds or has applied for a charter for a public school known as DORAL ACADEMY OF IDAHO (the “**Charter School**”) in the County of Ada, State of Idaho (the “**State**”) and all references to MEMBER SCHOOL include the Charter School; and

WHEREAS, MEMBER SCHOOL would like the Charter School to become a member of the DISTRICT; and

WHEREAS, MEMBER SCHOOL understands and acknowledges strict rules and guidelines associated with DISTRICT membership, including the requirements to conduct a self-study, attend required meetings and training sessions, formulate school improvement plans (SIP) for continuous improvement in student performance, and meet AdvancED Standards for Quality.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. RECITALS AND DEFINITIONS.

- 1.1 Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.
- 1.2 Definitions. As used in this Agreement, the following terms shall have the following meanings:
- (a) **“Confidential Information”** means technical and non-technical information, whether or not such information is marked or otherwise identified as “CONFIDENTIAL”, used in or related to operations of a member school of the District that is not commonly known by or available to the public, including, without limitation, Educational Programs, Oversight Programs, Proprietary Materials and other DORAL District Program IP disclosed or made available to MEMBER SCHOOL in connection with this Agreement. **“Confidential Information”** shall not include, however, any information that: (i) is now or subsequently becomes generally available to the public through no fault of MEMBER SCHOOL or its employees, agents, officers, directors or other representatives or advisors; (ii) MEMBER SCHOOL can demonstrate was rightfully in its possession or in its employees’, agents’, officers’, directors’ or other representatives’ or advisors’ possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (iii) is independently developed without the use of any Confidential Information; or (iv) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.
 - (b) **“Educational Programs”** shall mean educational activities and programs developed by or for use within the DISTRICT, including, without limitation, programs designed to assist students in developing the skills, character and knowledge base needed to succeed in top-quality high schools, universities and in the competitive world beyond, including but not limited to courses of study, curriculum, academic programs, assessments, evaluations, related data compilations, and the like.
 - (c) **“Marks”** shall mean the service mark “DORAL Academy®” or any service mark or logo registered to the District during the Agreement Term and as further depicted in Exhibit “A”, and any other trademarks, service marks, design marks, trade names, logos, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, copyrights, drawings, and commercial symbols designated to be used in connection with the DISTRICT.
 - (d) **“DORAL District Program IP”** shall mean and include all tangible or intangible proprietary information and materials made available for members of the DISTRICT for use in conducting operations of their respective charter schools, including, without limitation, as applicable, the Marks, all Proprietary Materials, Educational Programs, Oversight Programs, as well as all inventions, improvements, developments or other ideas (whether patentable or unpatentable and whether or not reduced to practice) related thereto, all software and software code; all copyrights and all copyright, trademark and patent registration applications, registrations and renewals in connection therewith and all Confidential Information.

- (e) **“Oversight Programs”** shall mean oversight activities and programs developed by or for use within the DISTRICT, including, without limitation, programs designed to assist charter schools with administrative, financial reporting, budgeting, compliance, and development.
- (f) **“Proprietary Materials”** shall mean all tangible materials made available to members of the DISTRICT for use in conducting operations of their respective charter schools, including, without limitation, curriculum, programs, guides, manuals, curriculum modules, documents, compilations of data, standards and best practices, including those related to Educational Programs, Oversight Programs and other DORAL District Program IP.
- (g) **“School Year”** shall mean the full period from about August of each calendar year through about July of the next calendar year, designated as the academic year by the school board, or other lawful authority, having jurisdiction over MEMBER SCHOOL, during the Membership Term hereof.

Definitions for the other defined terms used in this Agreement are set forth in this Agreement.

2. **DISTRICT MEMBERSHIP, OBLIGATIONS AND REQUIREMENTS.**

- 2.1 **Membership.** Upon execution of this Agreement by DORAL and MEMBER SCHOOL, the Charter School shall become a member of the DISTRICT for the duration of the Membership Term, and is entitled to all the rights and privileges of membership and subject to all obligations and requirements of membership during the Membership Term. Promptly following the Effective Date (or as soon thereafter as possible, if the charter has not yet been approved), DORAL shall submit, or shall cause to be submitted, an application and supporting information as requested, for AdvancED accreditation for the Charter School as a member of the DISTRICT. MEMBER SCHOOL shall cooperate and provide supporting information as requested by DORAL. The Charter School shall commence operations as a member of the DISTRICT upon approval of the application by AdvancED. MEMBER SCHOOL may choose to apply for a new charter for an additional public school or schools in the Territory. Once a charter is issued for an additional public school, then that school shall be included in the definition of “Charter School,” if MEMBER SCHOOL gives DORAL 180 days written notice of its intention to apply for the additional charter and all other existing Charter Schools are performing in compliance with this Agreement.
- 2.2 **Compliance with DISTRICT Standards; General.** MEMBER SCHOOL acknowledges that (a) MEMBER SCHOOL must comply with all AdvancED Standards of Quality (including those for Schools, School Systems and Corporations); (b) MEMBER SCHOOL has reviewed and is familiar with all AdvancED Standards of Quality; (c) DORAL developed the Educational Programs, DORAL District Program IP, Oversight Programs and Proprietary Materials for use within the DISTRICT, and to satisfy AdvancED Standards of Quality and to obtain accreditation of the DISTRICT from SACS CASI; and (d) the importance of strict compliance with all DISTRICT standards by MEMBER SCHOOL in that the DISTRICT Standards are intended to satisfy AdvancED accreditation standards and Standards of Quality. Accordingly, MEMBER SCHOOL shall strictly comply, and shall cause the Charter School to strictly comply, with all DISTRICT requirements, specifications, standards, guidelines, operating procedures and rules (each, a “**Standard**”) set forth in this Agreement, in applicable DISTRICT manuals, and in other writings supplied to MEMBER SCHOOL by DORAL from time to time, including those relating

to: corporate operations; funding; plant and facilities; safe environment; curricular programs; extra-curricular programs; instructor credentials; technology opportunities; and school improvement (the “DISTRICT Manuals”). MEMBER SCHOOL acknowledges DORAL and its affiliates may change or modify DISTRICT Standards and Manuals from time to time, including without limitation, the adoption and use of new or modified Marks or Educational Materials, in order to improve the quality of DISTRICT programs, comply with AdvancED Standards of Quality, or other reasons. MEMBER SCHOOL shall accept and promptly implement any such changes in, or additions to, the DISTRICT Standards as if they were a part of this Agreement as of the date MEMBER SCHOOL receives notice of such change or addition, and shall make such reasonable expenditures as such changes require during the Membership Term. MEMBER SCHOOL and the Charter School shall achieve the strict compliance required by this Section in accordance with the schedule set forth in Exhibit “B”.

2.3 Compliance with DISTRICT Standards; Specific Compliance Requirements. Without limiting the terms of Section 2.2, MEMBER SCHOOL shall, and shall cause the Charter School to, as applicable, during the Membership Term:

- (a) strictly comply with all applicable federal, state and local laws, including all laws relating to the implementation, performance, production, promotion or distribution of any products or services related to the operation of the Charter School, its facilities, and its Educational Programs;
- (b) strictly comply with all applicable federal, state, and local government requirements for operation of a charter school and school facilities, including by way of illustration and not limitation, any requirements for governmental approval, recognition or accreditation;
- (c) use best efforts to promote the Marks and to increase the recognition of the DISTRICT;
- (d) brand and operate the Charter School as a “A DORAL Academy School” in full compliance with this Agreement;
- (e) comply with all DISTRICT Standards identified by the DISTRICT in District Manuals, including Standards identified in:

[DORAL Academy Inc. By-Laws, DORAL Academy Inc. District Strategic Plan, DORAL Academy Inc. Board Policies and Procedures, DORAL Academy Inc. Employee Handbook, DORAL Academy Inc. Academic Policies and Procedures;]
- (f) maintain all insurance and payroll programs required by law, DISTRICT Standards, and this Agreement;
- (g) meet all financial obligations associated with membership in the DISTRICT;
- (h) participate in and cooperate with a multi-day formal school evaluation conducted from time to time by a team designated by the DISTRICT, which will, among other reasons, assess the quality of MEMBER SCHOOL’s academic program and its compliance with the requirements of this Agreement and DISTRICT Standards;

- (i) collect and maintain data on the academic achievement level of its students sufficient to allow DISTRICT to evaluate the progress of students and the effectiveness of the Educational Programs at the Charter School (the “Data”). The Data shall include, but not be limited to, longitudinal data on the academic achievement level of the Charter School’s students using state-mandated criterion-references tests, commercially available standardized tests, and/or other similar assessment tools typically used by DISTRICT. MEMBER SCHOOL shall promptly provide DORAL with any and all of the Data upon DORAL’s reasonable written request;

for the avoidance of doubt, DORAL and the DISTRICT may each use the Data, including the historical performance of the Charter School, including revenues, expenses, results of operations, enrollment records and similar financial information and operating information, for any legitimate business or educational purpose, subject to all applicable laws such as the Family Educational Rights and Privacy Act.

- (j) establish procedures for the resolution of disputes with students, parents, teachers and administrators that satisfy DISTRICT Standards; follow applicable established procedures; and, record, timely respond to, and resolve complaints by parents, students, teachers or administrators regarding the Educational Programs and Charter School operations; and, provide DISTRICT, upon reasonable written request, all information and documents relating to complaints subject to review by MEMBER SCHOOL’s Board of Directors;
- (k) provide DISTRICT, upon reasonable written request, any other information related to Educational Programs, DORAL District Program IP, Oversight Programs and Proprietary Materials at the Charter School, including financial information;
- (l) promptly notify DISTRICT of any material changes in its Educational Programs, Oversight Programs, or of any change in its governance structure, including changes in the membership of MEMBER SCHOOL’s Board of Directors;
- (m) not discriminate in the conduct and operation of the Charter School against any person on account of marital status, disability, genetic information, race, creed, color, sex, age, national origin or ancestry, or any other legally protected class; and
- (n) provide the DISTRICT, upon written request, the right to participate in the selection of any principal or school leader of the Charter School.

2.4 Compliance with Accreditation Standards. Without limiting the terms of Section 2.2 or Section 2.3, MEMBER SCHOOL shall, and shall cause the Charter School to, comply with all AdvancED accreditation standards, which will likely include, but not be limited to, the following:

- (a) provide no less than six (6) hours of instruction each school day for all students;
- (b) provide a minimum of 180 full days of instruction per school year and provide DISTRICT with the Charter School’s calendar of activities and programs;

- (c) comply with all applicable curriculum requirements for graduation/earning credits for a standard and/or advanced diploma, including those promulgated by state law and Idaho Public Charter School Commission;
- (d) comply with all applicable requirements regarding student entrance requirements regarding age, grade placement, and temporary grade placement of students from home school, non-traditional and non-accredited programs, including state law and Idaho Public Charter School Commission;
- (e) provide DISTRICT with a monthly attendance report;
- (f) provide a curriculum that meets and/or exceeds the State statutory requirements and utilize curriculum guides for every subject/grade level that include all required DISTRICT Standards;
- (g) implement DISTRICT's licensed, standards-based curriculum with fidelity;
- (h) participate in all progress monitoring assessments in accordance with DISTRICT, Idaho Public Charter School Commission and the State guidelines;
- (i) participate in all DISTRICT continuous improvement and quality assurance programs;
- (j) maintain a qualified and degreed instructional staff and provide the DISTRICT with a Professional Personnel Report prior to the commencement of each School Year and then within ten days of any addition and deletion to staff;
- (k) participate in all of DISTRICT's teacher and administrator evaluation systems and implement same with fidelity;
- (l) maintain the correct number of faculty and staff members per grade level;
- (m) require all head and full time administrators to participate in DISTRICT's professional development network including, but not limited to, attendance at any and all trainings at MEMBER SCHOOL's sole cost and expense provided by the DISTRICT, including the DORAL District Administrators' Workshop and Leadership Retreat;
- (n) administer all assessments required by the DISTRICT, Idaho Public Charter School Commission, and the State;
- (o) provide adequate space, buildings, grounds, and facilities to accommodate the curriculum offered and to qualify for accreditation;
- (p) develop and review annually short term and long term goals for facilities;
- (q) submit a school improvement plan annually that is based on the goals and objectives required by federal and state law and complies with the guidelines provided by the DISTRICT by the due date established by law or reasonably established by DISTRICT in consultation with MEMBER SCHOOL. The school

improvement plan shall contain measurable objectives for the subsequent school year.

- (r) develop a school technology plan and review annually progress in technology;
- (s) timely provide to DISTRICT all information, data, reports and forms reasonably required by DISTRICT to comply with requirements of law or of accreditation, or otherwise reasonably required by DISTRICT;
- (t) attend all meetings and professional development events conducted by DISTRICT as required by law, by accreditation by DISTRICT Standards, or otherwise reasonably required by DISTRICT, including the DISTRICT Annual Meeting, DORAL District Administrators' Workshop, Leadership Retreat, DISTRICT meetings, leadership training and workshop programs, and the like; and
- (u) uphold the AdvancED standards for accreditation and Standards of Quality applicable to the DISTRICT and to Charter School.

2.5 Institutional Integrity and Substantive Change. Without limiting the terms of Section 2.2, Section 2.3, or Section 2.4, MEMBER SCHOOL shall, and shall cause the Charter School to, comply with all AdvancED accreditation standards related to Institutional Integrity and Substantive Change. Member School shall represent itself truthfully and accurately in all aspects. Member School shall not make misrepresentations of fact to District or the public, shall not maintain any condition which may be detrimental to stakeholders, such as students, parents, regulators and DORAL, and shall, at all times, accurately report its compliance with the policies and standards contained herein. Subject to and in accordance with Idaho law, Member School shall provide thirty (30) days advanced written notice to the District prior to the occurrence of any Substantive Change (i.e., any change defined as a Substantive Change in AdvancED accreditation standards and any change that alters or modifies the scope of, and/or has an impact on Member School's ability to meet, the AdvancED Performance Standards and the AdvancED Policies and Procedures for Accreditation and Certification), including but not limited to changes in or caused by the following:

- (a) Governance structure of the Member School, including without limitation, any changes to the corporate structure, change in ownership, articles of incorporation, bylaws, board policies and procedures, governing board composition, the appointment of Directors, the nomination of prospective Directors, and the designation of Officers;
- (b) Members, issuance of new or additional membership interests, or withdrawal of any member;
- (c) Restructuring, consolidating, reorganizing, merging, or closing of Member School within its jurisdiction or with or into any other entity, or of any other entity with or into Member School;
- (d) Dissolution or liquidation of Member School;
- (e) Mission and purpose of Member School;

- (f) Grade levels served by Member School;
- (g) Staffing, including administrative and other non-teaching professional personnel;
- (h) Available facilities, including upkeep and maintenance;
- (i) Level of funding for Member School;
- (j) Schedule for the school day or school year of Member School;
- (k) Location of Member School, including establishment of an additional location geographically apart from the current location of the Member School;
- (l) Student population that causes program or staffing modification(s);
- (m) Available programs, including fine arts, practical arts and student activities;

Member School's failure to comply with institutional integrity or the failure to obtain advanced written consent of District for any Substantive Change shall be considered a breach of this Agreement, and shall constitute good cause for termination.

2.6 DORAL Obligations. DORAL shall, and shall cause the DISTRICT as applicable to:

- (a) comply with all applicable federal, state and local laws in connection with matters arising from or related to this Agreement;
- (b) fulfill the DISTRICT'S continuing obligations to maintain Advanced Standards of Quality and to maintain the DISTRICT accreditation;
- (c) provide MEMBER SCHOOL access to DISTRICT leadership training and workshop programs for MEMBER SCHOOL administrators;
- (d) submit an application to Advanced for accreditation of Charter School and provide such certifications required by the DISTRICT for accreditation of Charter School;
- (e) provide MEMBER SCHOOL reasonable access to DISTRICT regarding compliance and operations; and
- (f) use good faith efforts to provide the Charter School with direction and assistance in the following areas:
 - (i) on site professional development for school administration as required by DISTRICT Standards or agreed in writing by the parties;
 - (ii) on site professional development for school instructional faculty as required by DISTRICT Standards or agreed in writing by the parties;
 - (iii) DISTRICT Standards and DISTRICT's best practices regarding classroom management and student assessment;

(iv) DISTRICT Standards and DISTRICT'S best practices for support and instruction on educational technology;

(v) support and assistance in attaining school accreditation, and/or inclusion of Charter School in accreditation of DISTRICT;

(vi) access to DISTRICT conferences, trainings, and consultation services that support Charter School's use and implementation of DISTRICT's standard curriculum and best practices;

(vii) access to professional development standards and best practices of DISTRICT applicable to MEMBER SCHOOL's governance and Board of Directors; and

(viii) other areas mutually agreed upon by the parties.

DORAL will identify to the MEMBER SCHOOL the DISTRICT'S model text books, if any, and will make available to MEMBER SCHOOL Proprietary Materials and Educational Programs for use at the Charter School, subject to the terms and limitations of this Agreement.

If DORAL determines in its reasonable discretion or otherwise learns that MEMBER SCHOOL has failed to comply with any of its obligations in this Section 2, DORAL will endeavor (but without any liability for failing to do so) to notify MEMBER SCHOOL of such failure in order to give MEMBER SCHOOL the opportunity to take corrective and/or remedial action; provided, that the provision or lack of provision of such notice shall in no way limit or otherwise impact the termination provisions set forth in Section 6 below. Such notice may include any action that DORAL deems reasonably necessary or advisable for MEMBER SCHOOL to comply with the provisions of this Agreement, including but not limited to alterations or additions to Educational Programs and restrictions on the MEMBER SCHOOL's use of licensed Marks and Proprietary Materials. Unless otherwise stated, DORAL's advice or guidance is advisory in nature and shall in no way relieve MEMBER SCHOOL of its obligations under this Section 2. DISTRICT Standards represent DORAL's best understanding of what is required to satisfy AdvancED accreditation standards, but ultimately accreditation is determined by AdvancED. MEMBER SCHOOL is responsible for complying with Section 2 and AdvancED accreditation standards. MEMBER SCHOOL shall hold DORAL and its representatives harmless from any liability that results in connection with any advice and guidance given under this Section.

3. RIGHTS TO USE DORAL DISTRICT PROGRAM IP.

3.1 Rights To Use DORAL District Program IP. As of the Effective Date, and subject to the terms and conditions of this Agreement, as a member of the DISTRICT and for the duration of the Membership Term, MEMBER SCHOOL shall have a limited and non-transferable, non-sublicenseable and non-exclusive right and license to use, reproduce, and display the DORAL District Program IP solely in connection with its operation of the Charter School as a member of the DISTRICT and solely in the territory comprised of Ada County, State of Idaho ("Territory").

3.2 Form of Use. MEMBER SCHOOL shall, and shall cause the Charter School to only, use the Marks and other DORAL District Program IP in a manner consistent with good trademark and copyright practice and with all appropriate legends and notices (including use of ®, ™ and ©, as may be directed from time to time by DORAL. In no event shall MEMBER SCHOOL or the Charter School remove any legends or intellectual property rights notices from any DORAL District Program IP or any other materials provided or

made available to MEMBER SCHOOL or the Charter School in connection with this Agreement.

- 3.3 No Other Rights to DORAL District Program IP. The rights granted herein are not intended to be (and shall not be construed as) an assignment, and nothing herein or otherwise confers on MEMBER SCHOOL any right, title or interest in the Marks, Proprietary Materials or any other DORAL District Program IP, other than the limited rights of usage in the Territory and in accordance with this Agreement. As between the parties, other than the limited rights to use the Marks, Proprietary Materials and other applicable DORAL District Program IP provided above, DORAL reserves all right, title, and interest in and to the Marks, Proprietary Materials and other applicable DORAL District Program IP.
- 3.4 Cooperation. MEMBER SCHOOL shall, and shall cause the Charter School to, reasonably cooperate with DORAL with respect to the perfection, enforcement or acquisition of DORAL's rights, titles and interests in the Marks, Proprietary Materials or any other applicable DORAL District Program IP, including any developments contemplated in Section 4 below, and shall use its best efforts to protect the Marks, Proprietary Materials and other applicable DORAL District Program IP, and to report promptly to DORAL any infringement or claims of infringement of any of the Marks, Proprietary Materials or other DORAL District Program IP of which it has become aware.
- 3.5 Inurement; No Sublicense. All use of the licensed Marks, Proprietary Materials and other DORAL District Program IP shall, as between the parties, inure solely to the benefit of, and on behalf of, DORAL. MEMBER SCHOOL shall not use or apply to register any trademark that incorporates, includes, is a derivative of, or would tend to dilute any Mark, except as expressly authorized herein. MEMBER SCHOOL shall not transfer, sublicense or permit any third party the right to use any of the licensed Marks, Proprietary Materials or any other DORAL District Program IP, in whole or in part, without the prior written approval of DORAL. MEMBER SCHOOL agrees that it shall not apply for registration of any of the licensed Marks or any other DORAL District Program IP or for any trademark, name, logo or other designation that DORAL believes, in good faith, to be confusingly similar to or to dilute the distinctiveness of the licensed Marks, except as otherwise expressly agreed to by the parties.
- 3.6 Importance of Protecting Goodwill and Reputation. MEMBER SCHOOL acknowledges the importance to DORAL of its reputation and goodwill and of maintaining high, uniform standards of quality in the products and services provided in connection with the Marks. MEMBER SCHOOL therefore agrees not to use, or permit the Charter School to use, the Marks or any such other DORAL District Program IP, as applicable, in any manner whatsoever which directly or indirectly will derogate or detract from such reputation, nor use the Marks or any other DORAL District Program IP or otherwise conduct operations of the Charter School or its own governance matters in a manner that is disparaging to or that could otherwise harm the goodwill associated with DORAL, its affiliates, the DISTRICT, the Marks or any other DORAL District Program IP, or in any manner that suggests or implies a relationship between the parties other than the relationship that is set forth in this Agreement and any other agreements between the parties.
- 3.7 Approval of Branded Items. MEMBER SCHOOL shall, at MEMBER SCHOOL's sole cost and expense, provide, and cause the Charter School to provide, DORAL with samples, copies or pictures of any and all goods, packaging, documentations, manuals, advertising, marketing or other materials that bear any of the Marks or that MEMBER SCHOOL

intends to use or distribute in connection with the Marks or any other DORAL District Program IP. MEMBER SCHOOL agrees that the quality of any goods and services with which it uses the Marks shall be comparable to the quality of goods and services with which the DISTRICT uses the Marks. Prior to the use of the Marks or any other DORAL District Program IP in any advertisement, marketing, goods, packaging and the like, MEMBER SCHOOL shall obtain written approval from DORAL. Any subsequent alteration, modification, or change in any use following such approval must be reviewed and approved by DORAL prior to implementation of such alteration, modification, or change. DORAL retains the right to reasonably specify, from time to time, the format in which MEMBER SCHOOL shall use and display the Marks, and MEMBER SCHOOL shall only use or display the Marks in a format approved (and not subsequently disapproved) by DORAL.

- 3.8 Prominent Disclosure of Member of DISTRICT. On all of its correspondence, documents, signage, clothing, displays and marketing or advertising materials of any kind in connection with the Charter School and/or the Marks, MEMBER SCHOOL shall prominently identify itself as “A DORAL Academy School”, or as otherwise expressly agreed upon in writing by the parties.
- 3.9 No Impairment of Goodwill or DORAL District Program IP. MEMBER SCHOOL shall not at any time during or after the Membership Term, do, or cause to be done, or omit to do any act or thing, the doing or omission of which would challenge, contest, impair, invalidate, or tend to impair or invalidate any of DORAL’s or its affiliates’ ownership or other rights, title or interest in the Marks, Proprietary Materials and any other applicable DORAL District Program IP or goodwill, or any registrations, accreditations or recognitions of the like, derived from such rights. SACS CASI accreditation specifically shall not be affected in any way due to MEMBER SCHOOL’s misuse or violation of requirements or guidelines set forth by SACS CASI or this Agreement.
- 3.10 No Limitation of Rights and Remedies. MEMBER SCHOOL acknowledges and agrees that DORAL has, shall retain, and may exercise, both during the term of this Agreement and thereafter, all rights and remedies available to DORAL, whether derived from this Agreement, from statute, or otherwise, as a result of or in connection with MEMBER SCHOOL’s breach of this Agreement, misuse of the Marks or any other applicable DORAL District Program IP, or any other use of the Marks or any other applicable DORAL District Program IP by MEMBER SCHOOL or the Charter School which is not expressly permitted by this Agreement.

4. DEVELOPMENTS.

For the avoidance of doubt, all ideas, concepts, techniques or materials concerning the operation of the Charter School as a member of the DISTRICT, whether or not protectable intellectual property and whether created by or for MEMBER SCHOOL, must be promptly disclosed to DORAL and will be deemed the sole and exclusive property of DORAL and works made-for-hire for DORAL, and no compensation will be due to MEMBER SCHOOL or its personnel therefore, and MEMBER SCHOOL hereby assigns to DORAL all right, title and interest in any intellectual property so developed. DORAL may incorporate such items into its DISTRICT membership program for other DISTRICT schools to utilize. To the extent any item does not qualify as a “work made-for-hire” for DORAL, MEMBER SCHOOL hereby assigns ownership of that item, and all related rights to that item, to DORAL and shall sign, or cause the assignment of, any assignment or other document as DORAL requests to assist DORAL in obtaining or preserving intellectual property rights in the item. MEMBER SCHOOL also waives any author’s or moral rights in and to such items, and shall ensure its personnel do the same. DORAL agrees to disclose to MEMBER SCHOOL

concepts and developments of other member schools that are made part of the DISTRICT membership program. As DORAL may reasonably request, MEMBER SCHOOL shall take all actions to assist DORAL's efforts to obtain or maintain intellectual property rights in any item or process related to the DISTRICT membership program, whether developed by MEMBER SCHOOL or not.

5. ANNUAL DISTRICT MEMBERSHIP FEE.

- 5.1 Annual Fee. MEMBER SCHOOL shall pay an annual membership fee (subject to the Affiliation Services Budget set forth in Section 5.2) equal to 1% of the guaranteed basic support payment per pupil funding that MEMBER SCHOOL receives for the Charter School for each such School Year (the "***Annual Fee***"). There will be no other additional membership fees due from MEMBER SCHOOL under this Agreement. Along with each payment of the Annual Fee, MEMBER SCHOOL shall provide DORAL supporting documentation with respect to determination of the Annual Fee, the Affiliation Services Budget, and any other document reasonably requested by DORAL.
- 5.2 Credit Against Annual Fee. Notwithstanding the foregoing, MEMBER SCHOOL shall have the right to offset against its Annual Fee, up to one-half (1/2) of the Annual Fee for each School Year during the Membership Term, for amounts actually paid for costs associated with activities, conferences, trainings and events described in Sections 2.4(m) and (t) (the "Affiliation Services"). MEMBER SCHOOL shall prepare a budget of all proposed Affiliation Services costs and expenses for which the fee shall be used (the "Affiliation Services Budget") and submit it to DORAL on or before June 1st of each year. DORAL shall have the right to review and approve the proposed Affiliation Services Budget, and shall respond to the proposed budget by July 1st of each year.
- 5.3 Annual Fee Due Date. The remainder of the Annual Fee, which shall be equal to at least one-half (1/2) of the Annual Fee plus all funds not expended by MEMBER SCHOOL under the approved Affiliation Services Budget, shall be due and payable for each applicable School Year within 30 days of the close of MEMBER SCHOOL's fiscal year.
- 5.4 Interest on Non-Payment. If MEMBER SCHOOL fails to timely pay any part of the Annual Fee, DORAL may, in its sole discretion and upon written notice, assess interest on the unpaid amounts owed at the rate of 6% per annum or the maximum permitted under applicable law, if less. Notwithstanding any designation by MEMBER SCHOOL, DORAL has the right to apply any payments by MEMBER SCHOOL to any past due indebtedness of MEMBER SCHOOL and accrued interest thereon.

6. DURATION AND TERMINATION.

- 6.1 Initial Term. Subject to the termination provisions set forth in this Agreement and in accordance with applicable Idaho statute and regulation, at the this Agreement shall commence upon the Effective Date and shall remain effective through the second (2nd) ***full*** School Year under this Agreement (the "***Initial Term***").
- 6.2 Renewal Term. Upon the expiration of the Initial Term, subject to the termination provisions set forth in this Agreement and in accordance with applicable Idaho statute and regulation, this Agreement shall then automatically renew annually for succeeding terms that will run concurrently with the MEMBER SCHOOL's charter contract thereafter (each, a "***Renewal Term***"), unless either party delivers written notice to the other party of its intention not to renew or continue this Agreement at least one hundred twenty (120) days

prior to the expiration of the then-current term. The term of this Agreement, as extended or otherwise renewed, shall be referred to as the “*Membership Term*”.

- 6.3 Termination Upon Loss of Charter. This Agreement shall terminate automatically upon the expiration or termination of the charter contract for the Charter School.
- 6.4 MEMBER SCHOOL Termination for Cause. During the Initial Term or any Renewal Term, MEMBER SCHOOL shall have the right to terminate this Agreement, upon a material breach of this Agreement by DORAL which is not cured within thirty (30) days of written notice from MEMBER SCHOOL to DORAL of the breach; provided, that if the breach cannot reasonably be cured within such 30-day period of written notice, such cure period shall be reasonably extended up to one hundred twenty (120) days as long as DORAL continuously and diligently prosecutes such cure.
- 6.5 DORAL Termination for Cause. In addition to DORAL’S other rights of termination set forth in this Agreement, during the Initial Term or any Renewal Term, DORAL shall have the right to terminate this Agreement immediately, upon written notice and without an opportunity to cure, unless otherwise provided, as follows:
- (a) MEMBER SCHOOL commits a material breach of this Agreement; fails to comply with any DISTRICT Standard, including failing to meet accreditation standards for Charter School, failing or substandard educational or financial performance, breach of the charter contract, or otherwise improperly uses any of the Marks or any other DORAL District Program IP, in each case that (i) would reasonably be expected to either adversely affect the validity or protectability of such Marks or any such other DORAL District Program IP, as applicable, or (ii) would reasonably be expected to impair the goodwill associated with any of the Marks or any such other DORAL District Program IP, as applicable;
 - (b) MEMBER SCHOOL discloses, duplicates or otherwise uses in an unauthorized manner any material portion of the DORAL District Program IP or any other information provided by DORAL or otherwise made available to MEMBER SCHOOL as a member of the DISTRICT;
 - (c) MEMBER SCHOOL attempts to assign, sub-license, transfer or otherwise convey, without first obtaining DORAL’s written consent, any of the rights granted to MEMBER SCHOOL by or in connection with this Agreement;
 - (d) Without limiting DORAL’s rights to termination immediately for the reasons described in Section 6.6(a) above, MEMBER SCHOOL continues without cure after twenty-four (24) hours of learning of any material breach of any health or safety law, ordinance or regulation, or operates the Charter School in a manner that presents a health or safety hazard to students, faculty or other persons or administrators; or
 - (e) Without limiting DORAL’s rights to termination immediately for the reasons described in Section 6.6(a) above, MEMBER SCHOOL fails to comply with any other applicable federal, state or local law, ordinance or other regulation promulgated by any applicable municipal, state, federal or other governmental authority within ten (10) days after learning of such noncompliance;

- (f) MEMBER SCHOOL submits any materially false statement to DORAL, DISTRICT, AdvancED or any government regulator regarding MEMBER SCHOOL's obligations under this Agreement or otherwise in connection with the Charter School's operations or participation in the DISTRICT; or
- (g) MEMBER SCHOOL winds up, sells, consolidates or merges its operations or otherwise ceases to conduct operations of the Charter School as A DORAL Academy School.

6.6 Effect of Termination. Upon termination of this Agreement for any reason:

- (a) MEMBER SCHOOL's rights to use the Marks and any other DORAL District Program IP will terminate immediately, and MEMBER SCHOOL shall immediately cease and desist from all use of the Marks and DORAL District Program IP in connection with the operations of the Charter School or otherwise;
- (b) MEMBER SCHOOL shall immediately de-identify itself as a member of the DISTRICT, including, without limitation, removing all applicable signage and other identifying symbols from the Charter School, its curriculum and other Educational Materials, unless expressly agreed to in writing by DORAL, immediately changing MEMBER SCHOOL's corporate name to a name that does not include any of the Marks, or any portion of the Marks;
- (c) MEMBER SCHOOL, at its own cost and expense, shall immediately transfer to DORAL ownership of any registered names including or having a connection to DORAL or the licensed Marks;
- (d) MEMBER SCHOOL shall immediately (and in no event later than twenty four (24) hours after expiration or termination of the Membership Term), return to DORAL or destroy (as certified by MEMBER SCHOOL), at DORAL's direction, all Confidential Information including (all of which is acknowledged by MEMBER SCHOOL to be DORAL's property);
- (e) MEMBERS SCHOOL shall pay all sums owing to DORAL within five (5) days after the effective date of termination or expiration of this Agreement, or any later date that the unpaid amounts due to DORAL are determined. In the event of termination of the Membership Term for any default of MEMBER SCHOOL, such sums shall include, but not be limited to, all damages, costs and expenses, including reasonable attorneys' fees with respect to litigation and other proceedings, unpaid Annual Fees, and any other amounts due to DORAL; and
- (f) each party shall comply with all other applicable provisions of this Agreement which expressly or by their nature survive the expiration or termination of the Membership Term, each of which shall continue in full force and effect subsequent to and notwithstanding its expiration or termination of the Membership Term and until they are satisfied in full or by their nature expire.

6.7 RESERVED.

6.8 Force Majeure. Neither party shall be considered in default of this Agreement, if its performance of this Agreement is prevented, delayed, hindered or otherwise made

impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either Party's control, and which cannot be overcome by reasonable diligence and without extraordinary expense.

- 6.9 Accrual of Fees. If DORAL terminates this Agreement during a School Year other than for convenience, DORAL shall have a right to collect and retain the entire Annual Fee for such School Year without otherwise limiting any other claim for damages. If DORAL terminates this Agreement during a School Year for convenience or if MEMBER SCHOOL terminates this Agreement for cause during a school year, the Annual Fee shall be prorated for the part of the year the Agreement was in effect without otherwise limiting either party's other claims for damages.

7. RECORDS AND REPORTING OBLIGATIONS.

- 7.1 Maintenance of Records. During the Membership Term, MEMBER SCHOOL shall maintain full, complete and accurate books, records and accounts in accordance with reasonable standards required by DORAL, including DISTRICT Standards. MEMBER SCHOOL shall make such books, records and accounts available to DORAL for auditing purposes as described in Section 7.2 below. MEMBER SCHOOL shall retain during the Membership Term, and for seven (7) years thereafter (unless otherwise required by applicable law), all books and records related to the Charter School including, without limitation, enrollment records, purchase orders, invoices and cash receipts and disbursement journals, general ledgers, and any other records designated by DORAL or required by law.
- 7.2 Audit Rights. At any time during the Membership Term and for a period of two (2) years thereafter, DORAL or its designated representatives will have the right to examine and audit MEMBER SCHOOL's records and/or its facilities, operations, and Educational Programs (including the right to visit, monitor and ensure the Charter School is complying with all DISTRICT Standards, policies and procedures during the Membership Term), upon not less than five (5) business days' prior notice and during MEMBER SCHOOL's normal business hours (except in the event of an emergency in which case no advanced notice shall be required and such examination may be performed at any reasonable time), with respect to any and all matters that relate to (a) determination of any of DORAL payments under this Agreement or (b) MEMBER SCHOOL's compliance with its obligations under this Agreement. The foregoing shall include the right for DORAL or its designated representatives to perform operational audits and inspections of the Charter School. If the audit or any other inspection should reveal that any payments to DORAL have been underpaid, then MEMBER SCHOOL shall immediately pay to DORAL the amount of the underpayment plus interest from the date such amount was due until paid at the rate of six percent (6%) per annum (or the highest rate allowed by the law if lower). The foregoing remedies shall be in addition to any other remedies DORAL may have.
- 7.3 Guidance. In addition, DORAL and its representatives may, in addition, from time to time, be available to render advice, discuss problems and offer general guidance and suggestions to MEMBER SCHOOL by telephone, e-mail, facsimile, newsletters and other methods (including as part of an operational audit) with respect to planning and operating the Charter School. DORAL's advice or guidance is generally based upon the experience of DORAL and its affiliates in operating charter schools and MEMBER SCHOOL shall hold

DORAL and its representatives harmless from any liability that results in connection with any such advice and guidance.

8. ASSIGNMENT.

This Agreement may not be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party.

9. WARRANTIES.

Each party represents and warrants to the other party that: (i) it is duly organized, validly existing, and its status is “active” under the laws of the state of its incorporation and has all power and authority to make this Agreement and to carry on its business as it is now being conducted and as it is presently proposed to be conducted; (ii) that the person(s) signing this Agreement on behalf of the party has the full power and authority to execute this Agreement; (iii) it has been represented by counsel in connection with the negotiation and execution of this Agreement and is satisfied with the representation; (iv) it is not in violation of any law, ordinance, or governmental rule or regulation to which it is subject and has not failed to obtain any license, permit, or other governmental authorization presently obtainable and necessary to the full performance of this Agreement; and (v) its execution of this Agreement and its performance of its obligations under this Agreement will not result in (A) the breach of any term or condition of, or constitute a default under, any term or condition of any contract, agreement, arrangement, or other commitment to which it is a party or by which it is bound (including any agreement not to compete and its organizational documents), or constitute an event which, with notice, lapse of time or both, would result in such a breach or event of default nor (B) to its knowledge, result in the violation by it of any applicable statute, rule, regulation, ordinance, code, judgment, order, injunction or decree. NEITHER PARTY MAKES ANY OTHER EXPRESS OR IMPLIED WARRANTY TO THE OTHER PARTY EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MEMBER SCHOOL ACKNOWLEDGES THAT NO REPRESENTATIONS, PROMISES, INDUCEMENTS, GUARANTEES, WARRANTIES CONDITIONS, OR ESTIMATES OF ANY KIND REGARDING FINANCING, PROFITS, PERFORMANCE, COSTS OR EXPENSES OF CHARTER SCHOOLS GENERALLY OR OF ANY SPECIFIC CHARTER SCHOOL WERE MADE BY OR ON BEHALF OF DORAL, WHICH HAVE LED MEMBER SCHOOL TO ENTER INTO THIS AGREEMENT. MEMBER SCHOOL UNDERSTANDS THAT WHETHER THE CHARTER SCHOOL SUCCEEDS IS DEPENDENT ON MULTIPLE FACTORS BEYOND DORAL’S CONTROL OR INFLUENCE.

10. GOVERNING LAW AND VENUE.

This Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Florida without regard to conflicts of laws principles. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of the parties hereunder shall be brought only before a federal or state court of competent jurisdiction located within Miami-Dade County, Florida.

11. SEVERABILITY AND ENFORCEABILITY.

The terms of this Agreement are severable, and in the event that any specific term herein is determined to be unenforceable the remainder of the Agreement shall remain in full force and effect.

12. INDEMNIFICATION AND INSURANCE.

- 12.1 DORAL Indemnity. DORAL shall indemnify and hold harmless MEMBER SCHOOL and its directors, officers, employees, and agents from and against any and all third party claims, suits, actions, costs, damages, and liabilities or causes of action, including reasonable attorney's fees, arising out of DORAL's breach of its obligations under this Agreement.
- 12.2 MEMBER SCHOOL Indemnity. In addition to any other obligations under this Agreement to indemnify and hold DORAL harmless, MEMBER SCHOOL agrees to indemnify and hold harmless DORAL and DISTRICT their respective members, directors, officers, employees, and agents, from and against any and all claims, suits, actions, costs, damages, and liabilities or causes of action, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence of MEMBER SCHOOL the Charter School or any of their officers, directors, employees, contractors, subcontractors, or other agents in connection with or arising out of the Educational Programs, the use of the Marks, and any conduct contemplated by this Agreement; (b) disciplinary action or the termination of any employee of MEMBER SCHOOL or the Charter School; (c) any debt of MEMBER SCHOOL or the Charter School; (d) breach of this Agreement or violation of any law by MEMBER SCHOOL; and (e) personal injury, property damage, or violations of civil rights caused by or arising from the actions of MEMBER SCHOOL, the Charter School or their respective directors, officers, employees, contractors or agents; provided, that, in no event shall DORAL be entitled to any indemnification to the extent any such claim is the subject of an indemnifiable claim under Section 12.1 or was otherwise due to the negligence or willful misconduct of DORAL and DISTRICT their respective members, directors, officers, employees, and agents.
- 12.3 Procedures. Each party shall notify the other party of the existence of any third party claim, demand or other action that could give rise to a claim for indemnification under this Section (a "third-party claim") and shall give the other party a reasonable opportunity to defend the same at its own expense and with its own counsel, and the other party shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the other party shall fail to undertake to defend, the party giving notice of the third party claim shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account and at the risk and expense of the other party, which the other party agrees to assume. The parties shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.
- 12.4 Survival. The indemnity obligations in this Section 12 and otherwise stated in this Agreement shall survive the expiration or termination of this Agreement.
- 12.5 Insurance. MEMBER SCHOOL shall, at its sole expense, procure, maintain and keep in force the amounts and types of insurance required by the charter for the Charter School, the accreditation requirements for the Charter School and DISTRICT, and as otherwise required by law, including but not limited to Commercial and General Liability Insurance, Automobile Liability Insurance, Workers Compensation and Employer's Liability Insurance, School Leader's Errors and Omissions Liability Insurance, Property Insurance, and other insurance reasonably required by DISTRICT (but no less than \$1 million per occurrence and \$5 million in total coverage). Each insurer must have a Best's Rating of "A" or better and a Financial Size Category of "VI" or better, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company, or the insurer must be

approved in writing by DORAL. DORAL and DISTRICT must be listed as additional insureds for all policies and must be given thirty (30) days written notice prior to the termination of any policy. The insurance shall commence prior to the commencement of the development and opening of the Charter School or operations as a DORAL Academy School, and shall be maintained in force, without interruption, until this Agreement is terminated, for a period of two (2) years thereafter.

- 12.6 Exclusion of Consequential and Other Indirect Damages. To the fullest extent permitted by applicable law, neither party shall be liable for any consequential, incidental, indirect, exemplary, and special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages. THE LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION WILL NOT APPLY TO A MISUSE OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY OR ANY WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR CRIMINAL ACTS.

13. CONFIDENTIALITY.

MEMBER SCHOOL acknowledges that DORAL will disclose or otherwise make available certain Confidential Information during the Membership Term, in connection with training, provision of educational guides and materials, as a result of guidance furnished to MEMBER SCHOOL and for other reasons as result of the Charter School's membership in the DISTRICT. MEMBER SCHOOL shall not acquire any interest in any such Confidential Information, other than the right to utilize it in the operation of the Charter School. MEMBER SCHOOL acknowledges that the use or duplication of the Confidential Information for any other purpose, or the unauthorized disclosure of any such Confidential Information, would constitute an unfair method of competition and would cause irreparable harm to DORAL, its affiliates and the DISTRICT, and therefore MEMBER SCHOOL shall: (a) hold all such Confidential Information in strict confidence; (b) take all steps necessary or appropriate to protect the confidentiality of the Confidential Information and to assure compliance with this Agreement by its Permitted Representatives (as defined below); (c) use such Confidential Information for the sole purpose of operating the Charter School in accordance with the terms and conditions of this Agreement; (d) restrict disclosure of such Confidential Information to those of its officers, directors, employees, professional advisors, agents and representatives (each a "*Permitted Representative*") with a need to know such information in accordance with the terms and conditions of this Agreement, and in each advise each such person of MEMBER SCHOOL'S confidentiality obligations herein and ensure that each such person is equally bound by confidentiality obligations no less stringent than those provided herein; and (e) not modify, reverse engineer, decompile, create other works from, or disassemble any such Confidential Information.

If MEMBER SCHOOL or any of its Permitted Representatives is required to disclose Confidential Information pursuant to judicial order or other compulsion of law, MEMBER SCHOOL will provide to DORAL prompt notice of such order, cooperate with DORAL to maintain the confidentiality of the Confidential Information, and comply with any protective order imposed on disclosure of the Confidential Information.

In the event MEMBER SCHOOL discloses any confidential or proprietary type information of MEMBER SCHOOL to DORAL and which is identified as "CONFIDENTIAL", DORAL agrees to exercise at least the same degree of care to avoid the publication or dissemination of such confidential or proprietary type information as it affords to its own confidential information of a similar nature which it desires not to be published or disseminated, but in no case less than reasonable care. DORAL agrees not to use any such confidential or proprietary type information except in the furtherance of this Agreement or

14. RELATIONSHIP; THIRD PARTIES.

15. ATTORNEYS' FEES AND COSTS.

16. ENTIRE AGREEMENT; AMENDMENTS.

17. WAIVERS.

18. NOTICE.

If to DORAL: The DORAL Academy, Inc.
2450 NW 97th AVE.
MIAMI, FL 33172
Attn: President/Chairperson

With a copy to (which shall not constitute notice to DORAL):

287

Miami, FL 33133-4953

If to MEMBER SCHOOL: Doral Academy of Idaho
Attn: Board Chair
6630 Surrey St.
Las Vegas, NV 89119

With a copy to: Doral Academy of Idaho
c/o Academica Idaho
6630 Surrey St.
Las Vegas, NV 89119

or to such other address, and to the attention of such other persons or officers as either party may designate by written notice. Any notice so addressed and mailed shall be deemed duly given three (3) days after deposit in the United States mail, and if delivered by hand, shall be deemed given when delivered, and if sent by facsimile, shall be deemed given on the first business day immediately following transmittal.

19. EQUITABLE RELIEF.

Each party acknowledges that an actual or threatened violation of the covenants contained in Section 13 of this Agreement, as they related to both parties, or Section 2, 3 and 4, as they related to MEMBER SCHOOL and the Charter School, may cause the other party immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, in the event of such actual or threatened violation, the non-breaching party shall be entitled, as a matter of right, to seek an injunction or other equitable relief, including specific performance, from any court of competent jurisdiction restraining any further violation without any requirement to show any actual damage, irreparable harm or establish a balance of convenience, or to post any bond or other security. Such right to equitable relief shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that the non-breaching party may have at law or in equity.

20. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. Confirmation of execution by electronic transmission of a facsimile or .pdf signature page will be binding upon any party so confirming.

21. ARTICLES AND OTHER HEADINGS; WAIVER OF JURY TRIAL.

The articles and other headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of the terms of this Agreement. EACH PARTY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

By: _____

By: _____

President
DORAL, Inc.

President


WITNESSED:

WITNESSED:

By: _____
(Print): _____

By: _____
(Print): _____

By: _____
(Print): _____

By: _____
(Print): _____

DRAFT

EXHIBIT A

DRAFT

LEASE AGREEMENT

by and between

PINECREST ACADEMY OF NEVADA FOUNDATION

as Lessor

and

DORAL ACADEMY OF NORTHERN NEVADA

as Lessee

Dated as of December 1, 2017

The interest of Pinecrest Academy of Nevada Foundation in this Lease Agreement has been collaterally assigned to U.S. Bank National Association, as trustee (the “Trustee”) under the Trust Indenture, dated as of December 1, 2017, by and between the Public Finance Authority and the Trustee, and is subject to the security interest of the Trustee.

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LEASE AGREEMENT

THIS LEASE AGREEMENT (as amended or supplemented from time to time, this “Lease”) is dated as of December 1, 2017 and effective December 29, 2017 and is entered into by and between PINECREST ACADEMY OF NEVADA FOUNDATION (the “Lessor”), a Nevada nonprofit corporation, as lessor, and DORAL ACADEMY OF NORTHERN NEVADA (the “Lessee”), a Nevada nonprofit corporation and a public charter school duly organized and validly existing under the laws of the State of Nevada (the “State”), as lessee.

WITNESSETH:

WHEREAS, the Lessee is a nonprofit corporation, an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), which is exempt from federal taxation under Section 501(a) of the Code and a public charter school duly organized and validly existing pursuant to Sections 388A.010 through 388A.695, inclusive, of the Nevada Revised Statutes, as supplemented and amended (the “Charter Schools Act”); and

WHEREAS, the Lessee is authorized by Section 388A.378 of the Charter School Act to acquire real property by lease for use as a charter school facility; and

WHEREAS, the Lessor (a) is a nonprofit corporation and an organization described in Section 501(c)(3) of the Code, which is exempt from federal taxation under Section 501(a) of the Code and (b) is authorized under its charter and bylaws, action of its governing body and applicable law, to own and manage its properties, to conduct its affairs in the State, to lease the Leased Property (defined below) pursuant to this Lease to the Lessee and to otherwise act in the manner contemplated herein; and

WHEREAS, the Lessee has determined that it is in the best interest of the Lessee to lease from the Lessor the Leased Property pursuant to this Lease; and

WHEREAS, in order to finance the Leased Property, the Lessor has entered into a Loan Agreement, dated as of December 1, 2017 (the “Agreement”), with the Public Finance Authority (the “Issuer”) under which the Issuer will make a loan (the “Loan”) to the Lessor, which Loan is secured by a Senior Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing and a Subordinate Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, each dated as of December 1, 2017, among U.S. Bank National Association, as beneficiary, the Lessor, as trustor, and U.S. Bank National Association, as trustee (collectively, the “Deed of Trust”) encumbering the Leased Property and the Lease; and

WHEREAS, in order to fund the Loan made to the Lessor pursuant to the Agreement, the Issuer has entered into a Trust Indenture, dated as of December 1, 2017 (the “Indenture”), by and between the Issuer and U.S. Bank National Association, solely in its capacity as trustee thereunder (the “Trustee”), pursuant to which the Issuer will issue its Charter School Revenue Senior Bonds (Doral Academy of Northern Nevada) Series 2017A-1 (the “Series 2017A-1 Bonds”), its Charter School Revenue Senior Bonds (Doral Academy of Northern Nevada) Series 2017A-2 (Federally Taxable) (the “Series 2017A-2 Bonds”), its Charter School Revenue Subordinate Bonds (Doral Academy of Northern Nevada) Series 2017B-1 (the “Series 2017B-1

Bonds”) and its Charter School Revenue Subordinate Bonds (Doral Academy of Northern Nevada) Series 2017B-2 (the “Series 2017B-2 Bonds” and together with the Series 2017A-1 Bonds, the Series 2017A-2 Bonds and the Series 2017B-1 Bonds, the “Series 2017 Bonds” or the “Bonds”), all as more particularly set forth in the Indenture, the proceeds of which will be used to fund the Loan; and

WHEREAS, pursuant to the Agreement and the Deed of Trust, the Lessor has (i) absolutely assigned to the Issuer all of the Lessor’s right, title and interest in, to and under this Lease, (ii) granted a security interest to the Issuer in the Leased Property and (iii) granted a lien on and encumbered the Leased Property for repayment of amounts due under the Agreement for the benefit of the Issuer and its successors and assigns; and

WHEREAS, the execution, delivery and performance of this Lease by the Lessee are in the best interest of the Lessee, serve a public purpose and have been duly authorized by the governing board of the Lessee; and

WHEREAS, the execution, delivery and performance of this Lease, the assignment by the Lessor to the Issuer, pursuant to the Agreement and the Deed of Trust, of all right, title and interest of the Lessor in, to and under this Lease and the grant by the Lessor of a security interest to the Issuer, pursuant to the Agreement, and a lien against the Leased Property pursuant to the Deed of Trust, are in the best interest of the Lessor and have been duly authorized by the governing body of the Lessor; and

WHEREAS, the Lessor desires to lease the Leased Property to the Lessee, and the Lessee desires to lease the Leased Property from the Lessor, pursuant to the terms and conditions and for the purposes set forth in this Lease, subject in all respects to the liens evidenced by the Agreement and the Deed of Trust.

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations, covenants and warranties herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

All words and phrases capitalized but not defined herein, shall have the meaning defined in Section 1.01 of the Indenture. In addition, the following terms, except where the context indicates otherwise, shall have the meanings in this Lease set forth below:

“Additional Rents” means the cost of all taxes; insurance premiums; reasonable expenses and fees of the Issuer (including, without limitation, the Issuer’s Administration Fee), the Trustee, the Rating Agency, the Bondholder Representative, the Construction Monitor, Excel Education Partners and the Lessor (including, but not limited to, filing fees, licenses, permits, any legal expenses incurred by the Lessor, or its officers or directors in their official or personal capacity, as provided in Section 13.01 hereof), and other expenses of the Lessor incurred in the performance of its obligations under the Loan; utility charges; costs of maintenance, upkeep, repair, restoration, modification, improvement and replacement of the Leased Property; Bond

Reserve Fund payments; Tax and Insurance Escrow Fund payments; Expense Fund payments; Rebate Fund payments; Repair and Replacement Fund payments; costs and expenses incurred by the Lessor or by its directors or officers in connection with any investigation, claim, demand, suit, action or proceeding relating to the activities of the Lessor, or such directors or officers in their capacity as such, in respect of the Leased Property, the Bonds, this Lease, the Agreement, the Indenture or any matter related thereto; and all other charges and costs, including reasonable attorneys' fees, which the Lessee assumes or agrees to pay hereunder with respect to the Leased Property, the Bonds, this Lease, the Agreement, the Indenture or any matter related thereto. Additional Rents do not include the Base Rent.

"Agreement" means the Loan Agreement, dated as of December 1, 2017, by and between the Issuer and the Lessor, and any amendments and supplements thereto made in conformity with the requirements thereof and of the Indenture.

"Base Rent" means the base rent payments payable by the Lessee pursuant to Section 6.02 hereof and as further set forth in Exhibit B hereto, as they may be amended hereunder, during the Lease Term, which constitute the base rent payments due and payable by the Lessee for and in consideration of the right to use the Leased Property during the Lease Term.

"Base Rent Payment Date" means one of the dates in the "Base Rent Payment Date" column in Exhibit B hereto, as from time to time amended or supplemented.

"Board" means the Board of Directors of the Lessee and any successor thereto.

"Capital Improvements" means the acquisition of land, easements, facilities, and equipment (other than ordinary repairs and replacements), and the construction or reconstruction of improvements, betterments, and extensions which, under generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board, are properly chargeable as capital items.

"Cash on Hand" means the sum of cash, cash equivalents, liquid investments and unrestricted marketable securities (valued at the lower of cost or market) of the Lessee.

"Charter" means the Charter granted to the Lessee by the State Public Charter School Authority effective October 27, 2016, as amended from time to time.

"Days Cash on Hand" means the product obtained by multiplying 365 by the quotient determined by dividing (a) the Cash on Hand of the Lessee, as shown on the Lessee's most recent unaudited or audited financial statements, as applicable, plus amounts then on deposit in the Repair and Replacement Fund by (b) the sum of total Operating Expenses (excluding depreciation and one time capital outlay, but including interest on Indebtedness) for the 12-month period ended on the last day of the month immediately preceding such date plus principal payments due on the Bonds during such period.

"Event of Default" means one or more events as defined in Section 12.01 hereof.

"Extraordinary Revenues" means (a) all Net Proceeds, if any, of casualty insurance, title insurance, performance bonds, condemnation awards and any Net Proceeds received in

connection with the Leased Property, not applied to the repair, restoration, modification, improvement or replacement thereof; and (b) all proceeds, if any, derived from the sale, repossession, liquidation or other disposition of the Leased Property.

“Fiscal Year” means the Lessee’s fiscal year, which begins on July 1 and ends on June 30 of each calendar year.

“Force Majeure” means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; or any other causes not within the control of the Lessee.

“Gross Revenues” means all revenues, rentals, fees, third-party payments, receipts, donations, contributions or other income of the Lessee or derived from the Leased Property, including the rights to receive such revenues (each subject to Permitted Encumbrances), all as calculated in accordance with Generally Accepted Accounting Principles, including, but not limited to, State Payments (whether paid to the Trustee by the Lessee or on behalf of the Lessee), proceeds derived from insurance, condemnation proceeds, accounts, contract rights and other rights and assets, whether now or hereafter owned, held or possessed by the Lessee which are derived from the Leased Property; and all gifts, grants, bequests and contributions (including income and profits therefrom) specifically restricted by the donor or maker thereof to the Leased Property, to the extent not specifically restricted by the donor or maker thereof to a particular purpose inconsistent with their use for any of the payments required hereunder.

“Indebtedness” means all indebtedness of the Lessee for borrowed moneys, including indebtedness which has been incurred or assumed in connection with the acquisition, construction, improvement, renovation or equipping of the Leased Property, all indebtedness, no matter how created, secured by the Leased Property or the Gross Revenues, whether or not such indebtedness is assumed by the Lessee, any Capital Leases or operating leases, installment purchase obligations and guaranties related to the Leased Property.

“Indenture” means the Trust Indenture, dated as of December 1, 2017, by and between the Issuer and the Trustee, including any indentures supplemental thereto made in conformity therewith, pursuant to which the Bonds are authorized to be issued and secured.

“Issuer” the Public Finance Authority, a Wisconsin bond issuing commission created under Section 66.0304 of the Wisconsin Statutes, as amended, or its successors and assigns.

“Lease” means this Lease Agreement, dated as of December 1, 2017 and effective December 29, 2017, by and between the Lessor and the Lessee and any amendments or supplements hereto, including all exhibits hereto and thereto.

“Lease Revenues” means (a) Extraordinary Revenues, if any; (b) the Base Rent; (c) any portion of the proceeds of any Bonds deposited with or by the Trustee in the Bond Interest Fund to pay accrued interest on the Bonds; (d) any earnings on moneys on deposit in the Bond Interest Fund and Bond Principal Fund; (e) all other revenues derived from this Lease, excluding

Additional Rents (other than Bond Reserve Fund payments made to the Trustee pursuant to Section 6.02(b) hereof), payments constituting compensation to the Trustee for its services and payments or reimbursements to the Issuer, the Trustee, the Bondholder Representative, Excel Education Partners, the Construction Monitor or the Lessor for costs or expenses; and (f) any other moneys to which the Trustee may be entitled for the benefit of the Registered Owners.

“Lease Term” means the term during which the Lessee is the lessee of the Leased Property under this Lease as provided in Section 4.01 hereof. Certain provisions of this Lease survive the expiration or end of the Lease Term as provided in Section 4.01(c) hereof.

“Leased Property” means the real property described in Exhibit A hereto and all improvements now or in the future located thereon, as from time to time amended or supplemented, together with all other property that may be designated as part of the Leased Property in any amendment or supplement hereto, less any property damaged, destroyed or condemned as provided in Section 9.01 hereof.

“Lessee Documents” means, collectively, this Lease, the Continuing Disclosure Agreement and the Custodial Agreement and each of the other agreements, certificates, contracts or instruments to be executed by the Lessee in connection with the issuance of the Bonds.

“Lock-Box Budget” has the meaning given that term in Section 12.06 of this Agreement.

“Lock-Box Event” means the occurrence of an Event of Default under the Agreement that has not been cured and which triggers a Lock-Box Notice.

“Lock-Box Notice” has the meaning given that term in Section 12.06 of this Lease.

“Long-Term Indebtedness” means all Senior Indebtedness created, assumed or guaranteed by the Lessee that matures by its terms (in the absence of the exercise of any earlier right of demand), or is renewable at the option of the Lessee to a date, more than one year after the original creation, assumption, or guarantee of such Indebtedness by the Lessee.

“Manager” means Academica Nevada, LLC, a Nevada limited liability company, its successors and assigns, or such other management company as is approved by the Lessee.

“Maximum Annual Debt Service” means, as of any date of calculation, the highest Annual Debt Service Requirements (excluding all or a portion of the final maturity payment for any Indebtedness in an amount equal to funds on deposit in a debt service reserve fund that are permitted to be applied to the payment of such final maturity at the time of such final maturity at the time of such final maturity) with respect to all outstanding Indebtedness for any succeeding fiscal year of the Lessee.

“Net Income Available for Debt Service” means, for any period of determination thereof, the aggregate Gross Revenues of the Lessee for such period minus the total Operating Expenses for such period but excluding (i) any profits or losses which would be regarded as extraordinary items under Generally Accepted Accounting Principles, (ii) gain or loss in the extinguishment of Senior Indebtedness, (iii) proceeds of the Bonds and any other Senior Indebtedness permitted by the Agreement, and (iv) proceeds of insurance policies, other than policies for business

interruption insurance, maintained by or for the benefit of the Lessee, the proceeds of any sale, transfer or other disposition of the Leased Property or any other of the Lessee's assets by the Lessee, and any condemnation or any other damage award received by or owing to the Lessee.

"Net Proceeds" means, when used with respect to any insurance payment or condemnation award, the gross proceeds thereof less the expenses (including attorneys' fees) incurred in the collection of such gross proceeds.

"Operating Expenses" means fees and expenses of the Lessee incurred with respect to the Leased Property, including maintenance, repair expenses, utility expenses, administrative, accounting, legal and other similar professional expenses, miscellaneous operating expenses, management fees, advertising costs, payroll expenses (including taxes), the cost of material and supplies used for current operations of the Lessee, the cost of vehicles, equipment leases and service contracts, taxes upon the operations of the Lessee not otherwise mentioned in the Agreement, charges for the accumulation of appropriate reserves for current expenses not annually recurrent, but which are such as may reasonably be expected to be incurred in accordance with Generally Accepted Accounting Principles, all in such amounts as reasonably determined by the Lessee; provided however, "Operating Expenses" shall not include (i) depreciation and amortization expenses and (ii) those expenses which are actually paid from any revenues of the Lessee which are not Gross Revenues.

"Permitted Encumbrances" has the meaning set forth in the Indenture.

"Permitted Subordinate Indebtedness" means indebtedness of the Lessee, including any leasehold interests and any capital and/or operating leases entered into by the Lessee, in an aggregate amount not to exceed \$250,000 and subordinate to the senior obligations of the Lessee under the Agreement with the approval of the Bondholder Representative.

"Purchase Option Price" means an amount payable, at the option of the Lessee, on or after the Closing Date of the Series 2017 Bonds for the purpose of terminating the payment obligation of the Lessee under this Lease with respect to the Leased Property and purchasing the Lessor's interest in the Leased Property, which amount, when added to the amounts then on deposit in the Bond Principal Fund, the Bond Interest Fund and the Bond Reserve Fund with respect to the Leased Property (other than moneys held by the Trustee for the payment of the Bonds under the Indenture not deemed Outstanding), shall be sufficient (i) to pay, defease, retire and/or redeem all the Outstanding Series 2017 Bonds issued to finance the Leased Property in accordance with the provisions of the Indenture (including, without limiting the generality of the foregoing, the principal of and interest to maturity or earliest applicable redemption date of the Series 2017 Bonds and premium, if any, thereon, the expenses of defeasance and/or redemption, including escrow agent fees, if any, fees and expenses of the Issuer and the Trustee and fees and expenses incurred by the Bondholder Representative), (ii) in case of redemption, to make arrangements satisfactory to the Trustee for the giving of the required notice of redemption and (iii) to make any payment of rebate with respect to the Series 2017 Bonds to be paid, defeased, retired and/or redeemed.

"Requirement of Law" means any federal, state or local statute, ordinance, rule or regulation, any judicial or administrative order (whether or not on consent), request or judgment,

any common law doctrine or theory, any provision or condition of any permit required to be obtained or maintained, or any other binding determination of any governmental authority relating to the ownership or operation of property, including but not limited to any of the foregoing relating to environmental, health or safety matters.

“Senior Indebtedness” means all indebtedness of the Lessee for borrowed moneys which has equal priority in right and timing of payment to the payment of amounts owing under the Senior Promissory Notes, including indebtedness which has been incurred or assumed in connection with the acquisition, construction, improvement, renovation or equipping of the Leased Property, all indebtedness, no matter how created, secured on a senior basis by the Leased Property or the Gross Revenues, whether or not such indebtedness is assumed by the Lessee, any Capital Leases or operating leases, installment purchase obligations and guaranties related to the Leased Property.

“State” means the State of Nevada.

“State Payments” means any and all payments made by the State to the Lessee pursuant to the Charter Schools Act which are permitted to be used as Gross Revenues.

“Trustee” means U.S. Bank National Association, Salt Lake City, Utah, being the paying agent, the registrar and the trustee under the Indenture, or any successor corporate trustee.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.01 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants, for the benefit of the Lessor, and its successors and assigns, including without limitation, the Trustee, the Issuer, the Bondholder Representative and the Registered Owners, as follows:

(a) The Lessee is and will remain, a nonprofit corporation and a public charter school duly organized and validly existing under the Charter Schools Act. The Lessee is authorized by Section 388A.378 of the Charter Schools Act, (i) to lease the Leased Property from the Lessor pursuant to this Lease and (ii) to execute, deliver and perform its obligations under this Lease. The execution, delivery and performance of this Lease have been duly authorized by the Lessee and this Lease is enforceable against the Lessee in accordance with its terms, subject only to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights generally and equitable principles, whether considered at law or in equity.

(b) Nothing in this Lease shall be construed as diminishing, unlawfully delegating or otherwise restricting any of the sovereign powers of the Lessee. Nothing in this Lease shall be construed to require the Lessee to operate the Leased Property other than as lessee under the requirements of this Lease.

(c) The execution, delivery and performance of this Lease are in the best interests of the Lessee, serve a public purpose and have been duly authorized by the Lessee.

(d) None of the execution and delivery of this Lease, the fulfillment of or compliance with the terms and conditions of this Lease or the consummation of the transactions contemplated by this Lease, conflicts with or results in a breach of the terms, conditions or provisions of the Lessee's charter contract, or of any material restriction or any agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, or constitutes a default under any of the foregoing or, except as specifically provided in this Lease and the Agreement, results in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the Lessee.

(e) There is no litigation or proceeding pending or, to the knowledge of the Lessee, threatened against the Lessee or any other Person affecting the right of the Lessee to execute and deliver this Lease, the ability of the Lessee to make the payments required hereunder or the ability of the Lessee otherwise to comply with its obligations under this Lease.

To the best knowledge of the Lessee, except as disclosed in writing to the Lessor and the Issuer: (i) the Leased Property has at all times been operated in substantial compliance with all Requirements of Law; (ii) all permits required by Requirements of Law in respect of the Leased Property have been or will be obtained and are in full force and effect and the Lessee is or will be in substantial compliance with the material terms and conditions of such permits; (iii) there is no pending litigation, investigation, administrative or other proceeding of any kind before or by any governmental authority or other Person relating to, or alleging, any violation of any Requirements of Law in connection with the Leased Property and there are no grounds on which any such litigation, investigation or proceedings might be commenced against the Lessee; (iv) the Leased Property is not subject to any judgment, injunction, writ, order or agreement respecting any Requirements of Law; (v) there is no Hazardous Substance located on, in or under the Leased Property in violation of any Requirements of Law; (vi) there has been (to Lessee's actual knowledge) no disposal of any Hazardous Substance on, from, into or out of the Leased Property in violation of any Requirements of Law; and (vii) there has been (to Lessee's actual knowledge) no spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, disposing, depositing or dispersing of any Hazardous Substance into the indoor or outdoor environment from, into or out of the Leased Property including, but not limited to, the movement of any such items through or in the air, soil, surface water, ground water from, into or out of the Leased Property or the abandonment or discard of barrels, containers or other open or closed receptacles containing any such items from, into or out of the Leased Property in violation of any Requirements of Law.

(f) The Leased Property complies in all respects with applicable zoning and safety ordinances.

(g) The Leased Property will be operated in accordance with all Requirements of Law.

(h) The governing board of the Lessee has determined that the Leased Property is necessary and essential to the Lessee's operations.

(i) The Lessee will recognize economic and other benefits by leasing the Leased Property.

(j) The Lessee will provide written notice to the Trustee, the Issuer, the Bondholder Representative and the Lessor immediately (but not later than 5 days) in the event the Lessee receives notice that the Lessee's charter is being recommended for revocation, revoked, not renewed or proceedings are commenced with respect to a revocation.

(k) The Lessee is currently in compliance with and in the future will comply with all applicable federal and state nondiscrimination laws.

(l) The Lessee will comply with the provisions of Securities and Exchange Commission Rule 15c2-12.

(m) The Lessee is an organization described in Section 501(c)(3) of the Code that is exempt from federal taxation under Section 501(a) of the Code. The Lessee is, and has received a determination letter classifying it as, an organization (i) described in Section 501(c)(3) of the Code which is exempt from federal income taxation under Section 501(a) of the Code (except with respect to "unrelated business taxable income" within the meaning of Section 512(a) of the Code) and (ii) which is not a "private foundation" as defined in Section 509(a) of the Code. Such determination letter has not been modified, limited, revoked or superseded. The Lessee has not received any indication or notice, written or verbal, from representatives of the Internal Revenue Service (the "IRS") to the effect that its exemption under Section 501(c)(3) of the Code has been modified, limited, revoked, or superseded, or that the IRS is considering modifying, limiting, revoking or superseding such exemption. The Lessee is in compliance with all of the terms, conditions and limitations, if any, contained in its determination letter. There has been no change in the facts and circumstances represented to the IRS as a basis for receiving, and which formed the basis on which the IRS issued, the determination letter relating to the Lessee's status as an organization described in Section 501(c)(3) of the Code and as an organization which is not a "private foundation" as defined in Section 509 of the Code of a nature or to a degree as would warrant any action by the IRS to modify, limit, revoke or supersede such determination letter of the Lessee. No administrative or judicial proceedings are pending or threatened which may, in any way, adversely affect the classification of the Lessee as an organization (i) described in Section 501(c)(3) of the Code which is exempt from federal income taxation under Section 501(a) of the Code and (ii) which is not a "private foundation" as defined in Section 509 of the Code.

(n) Neither the representations of the Lessee contained in this Lease, the Limited Offering Memorandum and the Tax Certificate, nor any oral or written statements, furnished by the Lessee, nor written statements furnished on behalf of the Lessee, to the Issuer, bond counsel, the Bondholder Representative, Bondholder Representative's counsel, the Underwriter or Underwriter's counsel in connection with the transactions contemplated hereby, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein not misleading. There are no facts that the Lessee has not disclosed to the Issuer, the Bondholder Representative and the Underwriter of the Bonds in writing that materially and adversely affect or in the future may (so far as the Lessee can now reasonably foresee) materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of the Lessee, or the ability of the Lessee to perform its obligations under this Lease and the Tax Certificate or any documents or transactions contemplated hereby or thereby.

(o) The Lessee will deliver prompt written notice to the Lessor, the Bondholder Representative and the Trustee of the occurrence or existence of any event or state of facts which, with the passage of time or the giving of notice or both, would constitute an Event of Default under this Lease.

Section 2.02 Representations, Covenants and Warranties of the Lessor. The Lessor represents, covenants and warrants, for the benefit of the Lessee, the Trustee, the Issuer, the Bondholder Representative and the Registered Owners, as follows:

(a) The Lessor is duly organized, existing and in good standing under the laws of the State, is possessed of full power to purchase, own, hold and lease (as owner, lessee and lessor) real and personal property, has all necessary power to borrow money from the Issuer pursuant to the Agreement, to lease the Leased Property to the Lessee pursuant to this Lease and to execute, deliver and perform its obligations under the Agreement and this Lease and has duly authorized the execution, delivery and performance of its obligations under the Agreement and this Lease.

(b) The Lessor shall at all times maintain its corporate existence and maintain, preserve and renew all the rights and powers provided to it under its certificate of organization, bylaws, action of its governing body and applicable law.

(c) This Lease is enforceable against the Lessor in accordance with its respective terms, subject only to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and equitable principles, whether considered at law or in equity.

(d) The Leased Property will be leased by the Lessor in accordance with all Requirements of Law.

(e) Neither the execution and delivery of this Lease, the fulfillment of or compliance with the terms and conditions hereof, or the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms,

conditions and provisions of any restriction or any agreement or instrument to which the Lessor is now a party or by which the Lessor is bound or constitutes a default under any of the foregoing.

(f) Except as specifically provided in the Agreement and this Lease, the Lessor will not assign the Agreement or this Lease, its rights to payments from the Lessee or its duties and obligations hereunder or thereunder to any other person, firm, corporation or other entity.

ARTICLE III

DEMISING CLAUSE

The Lessor demises and leases the Leased Property to the Lessee, and the Lessee leases the Leased Property from the Lessor in accordance with the provisions of this Lease, for use solely as an educational facility and purposes ancillary thereto, and for no other purpose, subject only to Permitted Encumbrances, to have and to hold for the Lease Term. For purposes of the foregoing, “ancillary purposes” includes the use of portions of the Leased Property by the Manager in accordance with the Management Agreement (as hereinafter defined).

ARTICLE IV

LEASE TERM

Section 4.01 Lease Term.

(a) The Lease Term shall commence on the effective date first written above and end on July 15, 2024, subject to earlier termination in accordance with this Lease.

(b) The Lease Term shall expire or end upon the earliest of any of the following events:

(i) The exercise by the Lessee of its option to purchase the Lessor’s interest in all the Leased Property, granted under the provisions of this Lease;

(ii) an Event of Default and termination of this Lease by the Lessor or its assigns, including, without limitation, the Trustee as provided in Article XII hereof; or

(iii) discharge of the Indenture, as provided in Article VII thereof.

(c) Except for the Lessee’s obligations that expressly survive the expiration or end of the Lease Term, the expiration or end of the Lease Term shall terminate all unaccrued obligations of the Lessee under this Lease and shall terminate the Lessee’s rights of possession under this Lease; provided however, all obligations of the Lessee that have accrued hereunder prior to such termination or expiration shall continue until they are paid, performed and discharged in full.

ARTICLE V

ENJOYMENT OF LEASED PROPERTY

The Lessor hereby covenants that during the Lease Term and so long as the Lessee complies with the provisions hereof, the Lessee shall peaceably and quietly have and hold and enjoy the Leased Property without suit, trouble or hindrance from the Lessor, except as expressly required or permitted by this Lease and subject to the terms, covenants, conditions and provisions of this Lease, the Permitted Encumbrances, the Deed of Trust and the Indenture. The Lessor shall not interfere with the quiet use and enjoyment of the Leased Property by the Lessee during the Lease Term so long as no Event of Default shall have occurred. The Lessor shall, at the request of the Lessee and at the cost of the Lessee, join and cooperate fully in any legal action in which the Lessee asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, the Lessee may, at its own expense, join in any legal action affecting its possession and enjoyment of the Leased Property and shall be joined in any action affecting its liabilities hereunder.

ARTICLE VI

PAYMENTS BY THE LESSEE

Section 6.01 Reserved.

Section 6.02 Base Rent and Additional Rents; Triple Net Lease.

(a) Base Rent. The Lessee shall pay or cause to be paid Base Rent directly to the Lessor during the Lease Term, on the Base Rent Payment Dates, without notice or demand. The Base Rent during the Lease Term shall be in the amounts set forth in Exhibit B hereto, as from time to time amended or supplemented.

(b) Additional Rents. The Lessee shall pay Additional Rents during the Lease Term as herein provided. The Additional Rents during the Lease Term shall be estimated annually by the Lessor and the Lessee and such estimate shall be in an amount sufficient to pay the following costs during the next ensuing Fiscal Year: (i) payments into the Expense Fund required by Section 3.23 of the Indenture; (ii) payments into the Tax and Insurance Escrow Fund required by Section 3.15 of the Indenture; (iii) the cost of utility charges, maintenance, upkeep and repair costs; (iv) payments into the Bond Reserve Fund required by Section 3.06 of the Indenture; (v) payments into the Rebate Fund required by Section 3.16 of the Indenture; (vi) payments of \$30,000 per year commencing on July 1, 2019 and on each July 1 thereafter (until such time as the Repair and Replacement Fund Requirement is on deposit) into the Repair and Replacement Fund required by Section 3.08 of the Indenture and Section 5.01(f) of the Agreement (as such amount may be adjusted pursuant to an increase of the Repair and Replacement Requirement as set forth in Section 4.03 of the Agreement); and (viii) all other costs included in the definition of, or expressly required to be paid by the Lessee as, Additional Rents hereunder and all other amounts to be paid by the Lessor to the Issuer, the

Bondholder Representative, Excel Education Partners, or the Trustee under the Indenture or the Agreement. The Lessee hereby agrees that, to the extent that Bond Reserve Fund moneys are applied pursuant to Section 3.06 of the Indenture or, to the extent that, for any other reason, the amounts in any account within the Bond Reserve Fund are less than the Bond Reserve Requirement, the Lessee will promptly pay to the Trustee in accordance with Section 5.01 of the Agreement, for deposit in the Bond Reserve Fund, from the amounts for the payment of Additional Rents, such amounts as are required to restore the amount on deposit in the Bond Reserve Fund to the Bond Reserve Requirement. The Lessee hereby expressly agrees to pay to the Lessor, as Additional Rents, all costs and expenses incurred by the Lessor in connection with any investigation, claim, demand, suit, action or proceeding relating to the activities of the Lessor or the Lessee in respect of the Leased Property, the Agreement, this Lease, the Bonds or any matter related thereto.

(c) Absolute Net Lease. This Lease shall be deemed and construed to be an "absolute net lease," and the Lessee shall pay absolutely all ownership, operation, maintenance, repair, replacement and other costs of the Leased Property during the Lease Term, including the Base Rent, Additional Rents and all other payments required hereunder, free of any deductions, and without abatement, deduction or setoff.

Section 6.03 Manner of Payment. The Base Rent and any Additional Rents shall be paid by lawful money of the United States of America by or on behalf of the Lessee directly to the Custodian pursuant to the terms of the Custodial Agreement and transferred to the Trustee for deposit in accordance with the Indenture. The obligation of the Lessee to pay the Base Rent and Additional Rents required under this Article and other provisions hereof, during the Lease Term, shall be absolute and unconditional, and payment of the Base Rent and Additional Rents shall not be abated for any reason, including without limitation, by reason of accident or unforeseen circumstances. Notwithstanding any dispute between the Lessee and the Issuer, the Lessor, the Trustee, any Beneficial Owner, any contractor or subcontractor retained with respect to the Leased Property, or any other person, the Lessee shall, during the Lease Term, make all payments of Base Rent and Additional Rents when due and shall not withhold any Base Rent or Additional Rents pending final resolution of such dispute (except to the extent permitted by Sections 7.02 and 8.03 hereof with respect to certain Additional Rents), nor shall the Lessee assert any right of set-off or counter-claim against its obligation to make such payments required hereunder; provided, however, that the making of such payments shall not constitute a waiver by the Lessee of any rights, claims or defenses which the Lessee may assert. No action or inaction on the part of the Lessor or the Trustee shall affect the Lessee's obligation to pay Base Rent and Additional Rents during the Lease Term.

Section 6.04 Necessity of the Leased Property; Determinations as to Fair Market Value. The Lessee hereby declares its current need for the Leased Property and further determines and declares its expectation that the Leased Property will (so long as it is subject to the terms hereof) adequately serve the needs for which it is being leased throughout the stated term of this Lease. The Lessee hereby agrees and determines that the Base Rent during each year of the Lease Term represents not more than the fair value of the use of the Leased Property during such year. In making such declarations and determinations, the Lessee has given consideration to the uses and purposes for which the Leased Property will be employed by the Lessee, the benefit to the

Lessee by reason of the Leased Property, and the use and occupancy of the Leased Property pursuant to the terms and provisions of this Lease.

Section 6.05 Disposition of Base Rent. Upon receipt by the Lessor of each payment of Base Rent and Additional Rents, the Lessor shall pay such Base Rent and Additional Rents amounts to the Trustee pursuant to the terms of the Agreement and the Trustee shall deposit the amount of each Base Rent payment in the Revenue Fund under the Indenture.

ARTICLE VII

TITLE TO THE IMPROVEMENTS TO THE LEASED PROPERTY;

LIMITATIONS ON ENCUMBRANCES

Section 7.01 Title to the Leased Property.

(a) Except as provided in Section 8.02(c), any alterations, additions or improvements to the Leased Property, or replacements thereof, shall, upon completion of construction thereof, become part of the Leased Property and the property of the Lessor without payment therefor by the Lessor and shall be surrendered to the Lessor at the end of the Lease Term.

(b) The Lessee shall have no right, title or interest in the Leased Property or any alterations, additions, improvements and modifications thereto or replacements thereof, except as expressly set forth in this Lease.

Section 7.02 No Encumbrance, Deed of Trust or Pledge of Leased Property. The Lessee shall not permit any mechanic's or other lien to be filed or remain against the Leased Property or Lessee's interest under this Lease. The Lessee shall cause any mechanic's or other lien filed against the Leased Property or Lessee's interest under this Lease to be discharged of record or bonded to the satisfaction of the Lessor and Bondholder Representative within thirty (30) days subsequent to the filing thereof. If the Lessee fails to discharge or bond any such lien, the Lessor and Bondholder Representative, in addition to all other rights or remedies provided in this Lease, may bond such lien or claim (or pay-off said lien or claim if it cannot with reasonable effort be bonded) without inquiring into the validity thereof, and all expenses incurred by the Lessor and Bondholder Representative in so discharging or bonding said lien or claim, including reasonable attorney's fees, shall be paid by the Lessee to the Lessor as Additional Rent within ten (10) days after demand. Nothing herein contained shall be construed as: (i) a consent by the Lessor or Bondholder Representative to the making of any alteration, improvement, installation or addition; or (ii) an acknowledgment that any such alteration, improvement, installation or addition was made for the benefit of the Lessor rather than the Lessee so as to give rise to any right or claim on behalf of any laborer or materialman to file any mechanics' lien or any other lien purporting to affect the Lessor's property.

Section 7.03 Compliance With Requirements of Law. The Lessee shall at all times use and operate the Leased Property, or cause the Leased Property to be used and operated, such that (a) the Leased Property at all times shall be used and operated in substantial compliance with all

Requirements of Law; (b) all permits required by Requirements of Law in respect of the Leased Property shall be obtained and maintained in full force and effect and the Lessee shall comply with the material terms and conditions of such permits; (c) there shall be no Hazardous Substance located on, in or under the Leased Property in violation of any Requirements of Law; (d) there shall be no disposal of any Hazardous Substance on, from, into or out of the Leased Property in violation of any Requirements of Law; (e) there shall be no spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, disposing, depositing or dispersing of any Hazardous Substance into the indoor or outdoor environment from, into or out of the Leased Property including but not limited to the movement of any such items through or in the air, soil, surface water, ground water from, into or out of the Leased Property or the abandonment or discard of barrels, containers or other open or closed receptacles containing any such items from, into or out of the Leased Property in violation of any Requirements of Law.

ARTICLE VIII

MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01 Maintenance of the Leased Property by the Lessee. The Lessee agrees that at all times during the Lease Term the Lessee will, at the Lessee's sole cost and expense, maintain, preserve and keep the Leased Property or cause the Leased Property to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, subject to normal wear and tear, and that the Lessee will from time to time make or cause to be made all necessary and proper repairs and replacements, except as otherwise provided in Section 9.03 hereof. None of the Issuer, the Lessor, the Trustee, the Bondholder Representative or any of the Registered Owners shall have any responsibility in any of these matters or for the making of any additions, modifications or replacements to the Leased Property.

Section 8.02 Modification of the Leased Property; Installation of Equipment and Personal Property of the Lessee.

(a) The Lessee, upon giving prior notice to the Lessor, the Bondholder Representative and the Trustee, may remodel or make substitutions, additions, modifications or improvements to the Leased Property, at its own cost and expense to pay for the cost of Capital Improvements to the Leased Property; and the same shall be part of the Leased Property, subject to, and shall be included under the terms of this Lease; provided, however, that (i) such remodeling, substitutions, additions, modifications and improvements shall not in any way damage the Leased Property or cause them to be used for purposes other than as permitted pursuant to this Lease; and (ii) the Leased Property, as remodeled, improved or altered, upon completion of such remodeling, or such making of substitutions, additions, modifications and improvements, shall be of a value not less than the value of the Leased Property immediately prior to such remodeling or such making of substitutions, additions, modifications and improvements and all of such improvements or alterations shall become part of the Leased Property without amendment of this Lease. All work shall be commenced and prosecuted diligently to completion in a good and workmanlike manner in accordance with all applicable legal requirements.

(b) The Lessee may also, from time to time in its sole discretion and at its own expense, install equipment and personal property (which are not to be fixtures) in or on the Leased Property. All such equipment and personal property shall remain the sole property of the Lessee in which none of the Issuer, the Lessor, the Trustee or the Beneficial Owners shall have any interest; provided, however, that any such equipment and personal property which becomes permanently affixed to the Leased Property shall become part of the Leased Property, subject to this Lease and shall be included under the terms of this Lease. Equipment and personal property which is affixed to the Leased Property, but which can be removed without material damage to the Leased Property shall not be deemed to be permanently affixed and shall remain Lessee's property in all respects subject to the security interest provided in Section 13.17 hereof. The Lessee may also finance the costs of acquiring or leasing equipment related to the Lessee's charter school operations. In the event the Lessee chooses to finance the acquisition of such equipment, such financing shall be unsecured, subordinate, or secured by purchase money security interests and shall be in an aggregate principal amount which, together with any other subordinate debt, shall not exceed \$250,000 outstanding at any one time without the prior written approval of the Bondholder Representative or the Beneficial Owners of not less than a majority of the outstanding Senior Bonds. If the Lessee chooses to lease such equipment, the Lessor hereby agrees to provide waivers of distraint required in connection with such lease.

Section 8.03 Taxes, Other Governmental Charges and Utility Charges. The Lessee shall use its reasonable good faith best efforts to maintain the Leased Property as exempt from ad valorem property or other taxes to the extent allowable by law. In the event that the Leased Property or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body, the Lessee shall pay the amount of all such taxes, assessments and governmental charges then due as Additional Rents. With respect to

special assessments or other governmental charges that may be lawfully paid in installments over a period of years, the Lessee shall be obligated to provide only for such installments as are required to be paid during each Fiscal Year during the Lease Term. The Lessee shall not allow any liens for unpaid taxes, assessments or governmental charges to exist with respect to the Leased Property or any portion thereof other than the lien for ad valorem taxes not yet overdue (including, without limitation, any taxes levied thereon which, if not paid, will become a charge on the rentals and receipts from the Leased Property or any portion thereof, or any interest therein, including the interest of the Issuer, the Lessor, the Trustee or the Beneficial Owners) or the rentals and revenues derived therefrom or hereunder. The Lessee shall also pay as Additional Rents, as the same respectively become due, all gas, water, steam, electricity, heat, power, utility and other charges incurred in the maintenance and upkeep of the Leased Property.

Section 8.04 Provisions Regarding Casualty and Property Damage Insurance. Throughout the Lease Term (except with respect to the insurance coverage required in subsection (a) below which the Lessee shall obtain upon completion of the Leased Property and maintain throughout the remainder of the Lease Term thereafter), Lessee shall keep the Leased Property continuously insured against the following risks, paying as the same become due and payable all premiums with respect thereto:

(a) insurance against loss or damage to the Leased Property and all improvements therein (including, during any period of time when the Lessee is making alterations, repairs or improvements to the Leased Property, improvements and betterment's coverage), all subject to standard form exclusions, with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State, in an amount equal to the greater of the full replacement value of the Building or the aggregate principal amount of the Bonds then Outstanding, unless the insurable value is less than the aggregate principal amount of the Bonds Outstanding, in which event in an amount equal to the full replacement value of the Building;

(b) commercial general liability, professional liability and automobile liability insurance against claims arising in, on or about the Leased Property, including in, on or about the sidewalks or premises adjacent to the Leased Property, providing coverage limits not less than the coverage limits customarily carried by owners or operators of facilities of similar size and character within the State;

(c) to the extent available, rental value insurance covering all risks as to which insurance is required pursuant to (a) above, in an amount equal to not less than the amounts required to be paid pursuant to Section 6.02(a) hereof for a period of not less than 12 months. If any such loss or damage has occurred, the Lessee shall continue to be obligated to pay the amounts required to be paid pursuant to Section 6.02(a) hereof, and any proceeds of such insurance shall be applied against all or part of such payment obligations of the Lessee;

(d) such other forms of insurance as are customary in the industry or as the Lessee is required by law to provide with respect to the Leased Property, including,

without limitation, any legally required worker's compensation insurance and disability benefits insurance; and

(e) such other insurance as Lessor is obligated to carry under the Agreement or the Deed of Trust.

All the insurance coverage required by this Section may be subject to deductible clauses in such amounts as are customary for facilities of similar size and character within the State.

All policies maintained (or caused to be maintained) by Lessee pursuant to this Section shall be taken out and maintained in generally recognized, responsible insurance companies, which may include "captive" insurance companies or governmental insurance pools, selected by the Lessee and approved by the Bondholder Representative. The insurance policies required by subsections (a) and (d) of this Section shall name the Trustee, the Issuer and the Lessor as insureds as their respective interests may appear and shall name the Trustee as a mortgagee and loss payee under the terms of a standard State mortgagee loss payable endorsement. The Trustee shall also be named as an additional insured on the policy required by subsection (b) of this Section. All insurance proceeds for losses (except for worker's compensation, fidelity insurance and liability insurance), shall be paid in accordance with Section 7.01 of the Indenture. Such policies or certificates of insurance shall (i) provide that (except as to insurance required pursuant to subsections (c) and (e) of this Section) the insurer will endeavor to mail 30 days' written notice to the Issuer, the Trustee and the Bondholder Representative of any cancellation prior to expiration of such policy, and (ii) be satisfactory in all other respects to the Issuer and be approved by the Bondholder Representative.

Notwithstanding the foregoing, the Lessee may, in its discretion, provide any of the insurance required by this Section under blanket insurance policies which insure not only the risks required to be insured hereunder but also other similar risks. The Lessee shall pay the premiums for all insurance required by the Agreement as part of the Additional Rents.

The Lessee shall deliver to the Trustee (a) upon the commencement of the term of this Lease, the certificate of insurance which the Lessee is then required to maintain pursuant to this Section, together with evidence as to the payment of all premiums then due thereon, (b) at least 30 days prior to the expiration of any such policies evidence as to the renewal thereof, if then required by this Section, and the payment of all premiums then due with respect thereto, and (c) promptly upon request by the Issuer, the Bondholder Representative or the Trustee, but in any case within 30 days after the end of each Fiscal Year, a certificate of an Authorized Representative of the Lessee setting forth the particulars as to all insurance policies maintained by the Lessee pursuant to this Section and certifying that such insurance policies are in full force and effect, that such policies comply with the provisions of this Section and that all premiums then due thereon have been paid.

At least once each calendar year the Lessee shall employ, at its expense, an independent insurance consultant to review the insurance coverage required by this Section and to render to the Trustee, the Bondholder Representative and the Lessee a report as to the adequacy of such coverage and as to its recommendations, if any, for adjustments thereto. The insurance coverage provided by this Section may be reduced or otherwise adjusted by the Lessee provided that all

coverages after such reduction or other adjustment are certified by the independent insurance consultant to be adequate. The insurance coverage provided by this Section shall be increased or otherwise adjusted by the Lessee if as a result of such review the independent insurance consultant finds that the existing coverage is inadequate. The insurance coverage required by this Section, and modification thereof permitted or required by this paragraph, shall at all times be adequate and customary for charter school facilities of like size and type and within the same geographic area, and the independent insurance consultant shall so certify in the report required by this paragraph.

ARTICLE IX

DAMAGE, DESTRUCTION OR CONDEMNATION; USE OF NET PROCEEDS

Section 9.01 Damage, Destruction or Condemnation. If, during the Lease Term, (a) the Leased Property, or any portion thereof, shall be destroyed (in whole or in part), or damaged by fire or other casualty; (b) title to, or the temporary or permanent use of, the Leased Property, or any portion thereof or the estate of the Lessee, the Issuer, the Lessor or the Trustee in the Leased Property or any portion thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; (c) breach of warranty or any material defect with respect to the Leased Property shall become apparent; or (d) title to or the use of all or any portion of the Leased Property shall be lost by reason of defect in the title thereto, then, the Lessee shall be obligated, subject to the provisions of Section 9.03 hereof, to continue to pay the amounts specified in Section 9.02 hereof and to pay the amounts specified in Section 6.02 hereof.

Section 9.02 Obligation of the Lessee to Repair and Replace the Leased Property. Except as set forth in Section 9.03 hereof all Net Proceeds of any insurance, performance bonds or condemnation awards shall be applied in accordance with Section 7.01 of the Agreement. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of Net Proceeds shall be the property of the Lessor, subject to the Agreement, this Lease and the Indenture, and shall be included as part of the Leased Property under this Lease, the Agreement and the Indenture. The Lessee shall comply with all conditions to disbursement of Net Proceeds under the Agreement, including deposit with the Trustee of additional sums needed for the repair or restoration.

Section 9.03 Insufficiency of Net Proceeds. If there occurs an event described in Section 9.01 hereof, and if any Net Proceeds received as a consequence of such event shall be insufficient to pay in full the cost of all repairs, restoration, modifications, improvements or replacements of the Leased Property required under Section 9.02 hereof, the Lessee shall proceed as follows:

The Lessee shall, in accordance with Section 9.02 hereof, repair, restore, modify or improve the Leased Property or replace the Leased Property (or portion thereof) with property of a value equal to or in excess of the Leased Property as it existed prior to such event, and pay as Additional Rents any cost in excess of the amount of the Net Proceeds, and the Lessee agrees that, if by reason of any such insufficiency of the Net Proceeds, the Lessee shall make any Additional Rents payments pursuant to the provisions of this paragraph, the Lessee shall not be

entitled to any reimbursement therefor from the Lessor, the Issuer, the Trustee, the Bondholder Representative, the Beneficial Owners or the Registered Owners, nor shall the Lessee be entitled to any diminution of the Base Rent and Additional Rents payable under Section 6.02 hereof.

Section 9.04 Cooperation of the Lessor. The Lessor shall cooperate fully with the Lessee and the Trustee in filing any proof of loss with respect to any insurance policy or

performance bond covering the events described in Section 9.01 hereof, in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Leased Property or any portion thereof, and in the prosecution of any action relating to defaults or breaches of warranty under any contract relating to the Leased Property, and hereby assigns to the Trustee its interests in such policies solely for such purposes. In no event shall the Lessor voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or any action relating to defaults or breaches of warranty under any contract relating to the Leased Property or any portion thereof without the written consent of the Trustee, the Bondholder Representative and the Lessee. The Lessee shall pay to the Lessor as Additional Rents all reasonable fees and expenses incurred by the Lessor, the Bondholder Representative or the Trustee under this Section. This Section shall not be construed to obligate the Lessor to advance its own funds in order to take any action hereunder.

ARTICLE X

DISCLAIMER OF WARRANTIES; OTHER COVENANTS

Section 10.01 Disclaimer of Warranties; AS-IS Condition; Surrender. NONE OF THE ISSUER, THE LESSOR, THE BONDHOLDER REPRESENTATIVE OR THE TRUSTEE MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE LEASED PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PORTION THEREOF. The Lessee hereby acknowledges and declares that the Lessee has fully participated in, and will fully participate in, the design, maintenance and operation of the Leased Property, and that none of the Issuer, the Trustee, the Bondholder Representative or the Beneficial Owners has any responsibility therefor. The Lessee hereby acknowledges and agrees that none of the Issuer, the Lessor, the Bondholder Representative or the Trustee is under any obligation to maintain, repair, replace, alter or improve the Leased Property or to provide or render any services to Lessee prior to or at any time during the Lease Term, and the Lessee agrees to accept the Leased Property in their "AS-IS, WHERE-IS" condition as of the commencement of the Lease Term. In no event shall the Issuer, the Lessor, the Trustee, the Bondholder Representative or the Beneficial Owners be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by the Lessee of any item, product or service provided for herein. The Lessor shall, at the expiration or sooner termination of the Lease Term, promptly surrender the Leased Property in good order and condition and in conformity with the applicable provisions of this Lease, excepting only normal wear and tear.

Section 10.02 Further Assurances and Corrective Instruments. The Lessor and the Lessee agree that so long as this Lease is in full force and effect and no Event of Default shall have occurred, the Lessor and the Lessee shall have full power to carry out the acts and agreements provided herein and they will, so far as it may be authorized by law, from time to time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be, or for otherwise carrying out the intention of or facilitating the performance of this Lease. This Section shall not be construed to obligate the Lessor to advance its own funds, other than proceeds of the Bonds, in order to take any action hereunder.

Section 10.03 The Lessor, Lessee or Trustee Representatives. Whenever under the provisions hereof the approval of the Lessor, the Lessee or the Trustee is required, or the Lessee, the Lessor or the Trustee is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Lessor by the Authorized Representative of the Lessor, for the Lessee by the Authorized Representative of the Lessee and for the Trustee by an authorized officer of the Trustee, and the Lessor, the Lessee and the Trustee shall be authorized to act on any such approval or request.

Section 10.04 Granting of Easements. As long as no Event of Default shall have happened and be continuing, the Lessor and the Trustee shall at any time, upon the request of the Lessee but with the prior written consent of the Bondholder Representative, consent to the grant of easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to the real property included in the Leased Property, free from this Lease, the Agreement and the Indenture and any security interest or other encumbrance created hereunder or thereunder; the Lessor and the Trustee shall release existing easements, licenses, rights-of-way and other rights and privileges with respect to the real property included in the Leased Property, free from this Lease, the Agreement and the Indenture and any security interest or encumbrance created hereunder or thereunder, with or without consideration; and the Lessor and the Trustee agree to execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other grant or privilege upon receipt of: (a) a copy of the instrument of grant or release; (b) a written certificate signed by the Authorized Representative of the Lessee requesting such instrument and stating that such grant or release will not impair the Leased Property or the effective use thereof or interfere with the operation of the Leased Property; and (c) an updated ALTA Survey indicating the location of such easement, license, right-of-way or other grant or privilege. Provided however, nothing in this Section shall be deemed to permit the granting of easements, licenses, rights-of-way or other rights or privileges which materially or adversely affect the Leased Property or the enjoyment and intended use of the Leased Property by the Lessee.

Section 10.05 Compliance with Requirements of Law. During the Lease Term, the Lessee and the Lessor shall observe and comply promptly with all current and future Requirements of Law applicable to the Leased Property or any portion thereof and all current and future requirements of all insurance companies writing policies covering the Leased Property or any portion thereof.

Section 10.06 Lessee Acknowledgement of the Bonds; Subordination of Lease. The Lessee acknowledges and consents to the assignment by the Lessor to the Issuer, pursuant to the Agreement and the Deed of Trust, and the subsequent assignment by the Issuer to the Trustee, pursuant to the Indenture, of all rights, title and interest of the Lessor in, to and under this Lease (other than the rights of the Issuer and the Lessor with respect to payments for or reimbursement of certain fees and expenses under Section 6.02 hereof and indemnity rights under Section 13.01 hereof). The Lessee acknowledges and consents to the issuance and sale of the Bonds pursuant to the Indenture. The Lessee acknowledges and approves the form of the Bonds contained in the Indenture, and the authentication of the Bonds by the Trustee is hereby approved, authorized and directed.

This Lease is expressly subordinated to the lien of the Deed of Trust given by the Lessor to secure the Agreement and the Bonds issued under the Indenture. This Lease shall be subordinate to the lien of the Agreement and the Deed of Trust and any liens or security interests created under the Indenture and the Deed of Trust (now or hereafter placed upon the Leased Property) and to any and all advances made under the Deed of Trust and to all renewals, modifications, replacements or extensions thereof. The Lessee agrees, with respect to any of the foregoing documents, that no documentation other than this Lease shall be required to evidence such subordination. Notwithstanding the foregoing, upon the written request of the Lessor, the Issuer, the Bondholder Representative or the Trustee, the Lessee agrees to deliver a Subordination and Attornment Agreement reasonably acceptable to the Lessor, to the holder of the Deed of Trust or to any other holder of any debt incurred in connection with a refinancing of the debt evidenced by the Agreement and the Indenture.

Section 10.07 Tax Covenants.

(a) The Lessee covenants for the benefit of the Beneficial Owners from time to time that the Lessee (i) shall not make any use of the Leased Property and (ii) shall not take (or omit to take) any other action with respect to the Tax-Exempt Bonds, the proceeds thereof or otherwise, if such use, action or omission would, under the Code, cause the interest on the Tax-Exempt Bonds to be included in gross income for federal income tax purposes or to be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations or would cause interest on the Bonds to lose its exclusion from State taxable income under present State law.

(b) In particular, the Lessee hereby covenants for the benefit of the Issuer and the Beneficial Owners from time to time that it shall not take (or omit to take) or permit or suffer any action to be taken if the result of the same would cause the Tax-Exempt Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

(c) The Lessee agrees that no portion of the Leased Property financed with the proceeds of the Bonds shall be used primarily for sectarian purposes. The Lessee will comply with all applicable state and federal laws concerning discrimination on the basis of race, creed, color, sex, national origin, or religious belief and will respect, permit, and not interfere with the religious beliefs of persons working for the Lessee. The Lessee agrees that the Leased Property will not be used exclusively or predominantly for

religious worship or sectarian instruction (other than the academic or comparative study of various religions or religious philosophies).

(d) The Lessee hereby covenants and agrees that it shall not enter into any arrangement, formal or informal, pursuant to which Lessee (or any “related party” as defined in Section 1.150-1(b) of the Treasury Regulations) shall purchase the Bonds. This covenant shall not prevent Lessee from purchasing Bonds in the open market for the purpose of tendering them to the Trustee for purchase and retirement.

(e) With the intent not to limit the generality of the foregoing, Lessee covenants and agrees that:

(i) Lessee (1) will take whatever actions are necessary for it to continue to be organized and operated in a manner which will preserve and maintain its status as an organization which is (A) described in Section 501(c)(3) of the Code, (B) exempt from Federal income taxes under Section 501(a) of the Code (except as to unrelated trade or business income) and (2) will not intentionally perform any acts nor enter into any agreements which would cause any revocation or adverse modification of such Federal income tax status.

(ii) No changes will be made in the bond-financed property of the Tax-Exempt Bonds or in the use of such facilities which will adversely affect the excludability from gross income for federal income tax purposes of the interest on the Tax-Exempt Bonds or will cause the interest on the Tax-Exempt Bonds, or any portion thereof, to constitute an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code. The Lessee will use the bond-financed property of the Tax-Exempt Bonds or cause such property to be used so long as the Tax-Exempt Bonds remain unpaid so as to constitute a “project” within the meaning of the Act.

(f) The covenants set forth in this Section shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to Article VII of the Indenture or any other provisions thereof.

Section 10.08 Lessee’s Use of State Payments. The Lessee hereby covenants and agrees that, in connection with the issuance of the Series 2017 Bonds, it shall use its State Payments as necessary to make Base Rent and Additional Rent payments hereunder in the amounts necessary to pay principal and interest due on the Series 2017 Bonds and all of its other obligations hereunder. The Lessee covenants and agrees that in the event any future legislation, program or regulation is adopted or any similar action is taken within the State which would allow the Lessee to direct that any payments received by the Lessee from the State under the Charter School Act be sent to the Custodian to be applied toward the repayment of the Series 2017 Bonds, that the Lessee will take such action as shall be necessary to direct the State to send such payments directly to the Custodian to be applied toward the repayment of the Series 2017 Bonds to the extent permitted by law. The Lessee shall take all actions necessary to enter into a deposit account control agreement with the Custodian to collect and disburse the Lessee’s State Payments.

Section 10.09 Financial Statements; Reports; Annual Certificate.

Maintenance of Books and Accounts. The Lessee agrees that it will maintain and make available to the Bondholder Representative, the Issuer and the Trustee proper books of records and accounts of all of its operations with full, true and correct entries of all of its dealings substantially in accordance with practices generally used for public school accounting and such other data and information as may reasonably be requested by the Issuer, the Bondholder Representative, and the Trustee from time to time. The recipients of such books and records shall not further reproduce or distribute such books and records.

(a) The Lessee agrees that it will have its books and records audited annually, commencing with the Fiscal Year ending June 30, 2017, by an Accountant as soon as practicable after the close of such Fiscal Year and no later than 120 days after the end of each Fiscal Year, and shall furnish to the Issuer, the Bondholder Representative and the Trustee simultaneously with submission to the Office of the State Auditor, a copy (which may be sent electronically) of the annual audited financial report (together with any management letter delivered by the auditors) accompanied by a certificate signed by an Authorized Representative of the Lessee setting forth, to the best of the Authorized Representative's knowledge, whether or not the Lessee currently is, or has been during such Fiscal Year, in default of the performance of any covenant contained in the Lessee Documents and if so, specifying such default. Each annual audited financial report shall demonstrate whether the Lessee is in compliance with the financial covenants contained in this Article X.

(b) Required Reports. The Lessee shall provide to the Trustee, the Bondholder Representative, and at its request, the Issuer, the following information:

(i) within 45 days following adoption by the Lessee's governing board (the "Board"), a copy (which may be sent electronically) of the Lessee's adopted annual budget and capital budget acceptable to the Bondholder Representative for the present Fiscal Year and a copy of revisions, if any, to the Lessee's annual budget and capital budget as approved by the Board;

(ii) within 45 days from the end of each quarter, unaudited financial statements for the previous quarter reflecting revenues and expenses in comparative form with the Lessee's operating budget as submitted by the Lessee to the Board (which may be sent electronically);

(iii) within 45 days from the end of each quarter, a copy (which may be sent electronically) of meeting minutes of the Board;

(iv) within 45 days from the end of each quarter a report detailing any changes in key personnel and/or staff of the Lessee;

(v) within 45 days from the end of each quarter, a report detailing changes, if any, in the competitive landscape relating to the Lessee's enrollment;

(vi) within 45 days from the end of each quarter, a certificate of the Lessee signed by an Authorized Representative of the Lessee detailing the expansion plans of the Lessee, if any, plans of the Lessee to change its organizational structure, if any, any existing or pending litigation affecting the Lessee, any instances in which the Lessee has failed to comply with its charter and any changes affecting the State Payments to be received by the Lessee or the Trustee (for the benefit of the Lessee);

(vii) within 45 days from the end of each quarter, bank and investment statements of the Lessee;

(viii) within 45 days of approval by the Board, a five-year comprehensive capital assessment plan (which may be sent electronically) with respect to the Lessee's capital facilities, detailing the condition and projected sources of funding such needs, if any;

(ix) within 45 days from the end of each quarter, a certificate signed by an Authorized Representative of the Lessee indicating that the Lessee is in compliance with its covenants contained herein; and

(x) any other information that the Bondholder Representative may reasonably request (items (i) through (x) are collectively referred to herein as the "Reports").

(c) Enrollment Reports. Within 10 days from the end of each calendar month, the Lessee shall provide the Bondholder Representative with a copy (which may be by electronic transfer) of each report on enrollment by grade, headcount, membership, attendance and any other similar reports as requested.

(d) Additional Reports. If at any time an Event of Default has occurred and is continuing, the Lessee shall provide the Bondholder Representative with a copy of all financial information and statements of the Lessee and any other information that the Bondholder Representative shall reasonably request on a monthly basis.

The Lessee shall provide the Bondholder Representative with a copy of every notice, report, certificate, opinion or other document required to be provided to the Trustee or to any Nationally Recognized Municipal Securities Information Repository at the same time required to be delivered to such party.

(e) Lessee Report. Further, the Lessee will deliver to the Trustee, the Bondholder Representative and the Issuer within six weeks after the end of the Lessee's Fiscal Year a certificate executed by the Lessee's president or chief financial officer stating that:

(i) A review of the activities of the Lessee during such Fiscal Year and of performance hereunder has been made under [his/her] supervision; and

(ii) [He/She] is familiar with the provisions of this Lease and the Tax Certificate and to the best of his/her knowledge, based on such review and familiarity, the Lessee has fulfilled all of its obligations hereunder and thereunder throughout the Fiscal Year, and there have been no defaults under this Lease or the Tax Certificate or, if there has been a default in the fulfillment of any such obligation in such Fiscal Year, specifying each such default known to [him/her] and the nature and status thereof and the actions taken or being taken to correct such default.

(f) Charter Compliance. The Lessee will deliver to the Bondholder Representative and the Issuer within 30 days of receipt, any notice or report with respect to charter compliance that would allow the Authorizer to begin any process or proceedings towards charter revocation, termination or non-renewal.

(g) Testing Results. The Lessee will deliver to the Bondholder Representative the results of any educational testing required by State or Federal law within 60 days of receipt thereof by the Lessee.

The Trustee shall have no duty hereunder regarding such information other than to retain any such information that it receives and to transmit same in accordance herewith.

Section 10.10 Charter Covenants. The Lessee covenants (i) to maintain its Charter in good standing at all times, (ii) to operate its facilities in compliance with the Charter at all times and (iii) to file for renewal of its Charter with the appropriate public body within six months prior to the expiration of the Charter.

Section 10.11 Covenant as to Days Cash on Hand. The Lessee shall maintain unrestricted Cash on Hand in its operation fund sufficient to cover the Days Cash on Hand set forth in the table below for the periods so indicated:

<u>Period</u>	<u>Days Cash on Hand Requirement</u>
June 30, 2019 through June 29, 2020	15 Days
June 30, 2020 through June 29, 2021	20 Days
June 30, 2021 through December 31, 2021	30 Days
On and after December 31, 2021	45 Days

The Lessee's Cash on Hand shall be tested on June 30 and December 31 of each year, commencing June 30, 2019, and the Lessee shall provide an Accountant's Certificate to the Trustee and the Bondholder Representative, within 45 days of each such testing date evidencing that the Lessee's Cash on Hand met the requirements set forth in this Section. Delivery of such Accountant's Certificate shall satisfy the reporting requirements of Section 10.09 for such dates. Amounts on deposit in such operation fund may be used for any lawful purpose. The foregoing is subject to the qualification that if applicable state or federal laws or regulations, or the rules

and regulations of agencies having jurisdiction, shall not permit the Lessee to maintain such level of Cash on Hand, then the Lessee shall, in conformity with the then prevailing laws, rules or regulations, maintain its Cash on Hand equal to the maximum permissible level.

If the Cash on Hand on any two consecutive testing dates is less than the Days Cash on Hand required in the table above, then, the Lessee will promptly employ, at its expense, an Independent Consultant selected by the Bondholder Representative to review and analyze the operations and administration of the Lessee, inspect the Leased Property, and submit to the Lessee, the Lessor, the Bondholder Representative and the Trustee written reports, and make such recommendations as to the operation and administration of the Lessee's charter school as such Independent Consultant deems appropriate, including any recommendation as to a revision of the methods of operation thereof. The Lessee agrees to adopt and carry out such recommendations provided that such recommendations do not violate the terms of the Lessee's charter or State law as evidenced by an Opinion of Counsel.

So long as the Lessee is otherwise in full compliance with its obligations under this Lease, including following the recommendations of the Independent Consultant, it shall not constitute an Event of Default if the Cash on Hand for any two consecutive testing dates, is less than the required Days Cash on Hand as described above.

Notwithstanding the foregoing, in the event that the Lessee's Cash on Hand is less than the required Days Cash on Hand on any three consecutive testing dates, an Event of Default shall be deemed to have occurred hereunder.

Section 10.12 Limitations on Incurrence of Additional Indebtedness. The Lessee shall not incur any additional Indebtedness, other than Permitted Subordinate Indebtedness or the conversion of the Series 2017B Bonds to Senior Bonds pursuant to Section 2.15 of the Indenture, that is secured in any manner by the Gross Revenues without the prior written consent of the Bondholder Representative.

Section 10.13 Coverage Ratio Covenant. The Lessee shall maintain Net Income Available for Debt Service in an amount equal to at least 1.10 times Maximum Annual Debt Service on all Senior Indebtedness then outstanding. The covenant made in this Section 10.13 shall be tested annually on each June 30, commencing on June 30, 2019 for the twelve-month period immediately preceding such testing date, and the Lessee is required to deliver its audited financial statements under Section 10.09 hereof evidencing that the Lessee's Net Income Available for Debt Service met the requirements set forth in this Section.

In the event that the Lessee's Net Income Available for Debt Service is less than 1.10 times the Maximum Annual Debt Service on all Senior Indebtedness then outstanding on any testing date as set forth above, the Lessee shall engage, at the Lessee's expense, an Independent Consultant selected by the Bondholder Representative, to review and analyze the operations and administration of the Lessee, inspect the Leased Property, and submit to the Lessee, the Lessor, the Bondholder Representative and the Trustee written reports, and make such recommendations as to the operation and administration of the Lessee's charter school as such Independent Consultant deems appropriate, including any recommendation as to a revision of the methods of operation thereof. The Lessee agrees to adopt and carry out such recommendations by the

Independent Consultant provided that such recommendations do not violate the terms of the Lessee's charter or State law as evidenced by an Opinion of Counsel.

So long as the Lessee is otherwise in full compliance with its obligations under this Lease and the recommendations of the Independent Consultant, it shall not constitute a default if the Lessee's Net Income Available for Debt Service is less than 1.10 times the Maximum Annual Debt Service on all Senior Indebtedness then outstanding on any testing date as described above. Notwithstanding the foregoing, in the event that the Lessee's Net Income Available for Debt Service is less than 1.0 times the Maximum Annual Debt Service on all Senior Indebtedness then outstanding on any testing date, an Event of Default shall be deemed to have occurred hereunder.

Section 10.14 Conflict of Interest. The Lessee has (or shall prior to the issuance of the Bonds) adopted a conflict of interest policy consistent with all applicable State and local laws governing conflicts of interest and has complied with such policy with respect to this Lease.

Section 10.15 Related Party Restrictions. The Lessee represents that the Manager does not have any role or relationship with the Lessee that substantially limits the Lessee's ability to exercise its rights, including cancellation rights, under the Management Agreement. The Lessee agrees that (a) not more than twenty percent (20%) of the voting power of the governing body of the Lessee in the aggregate is vested in the Manager and the Manager's directors, officers, shareholders, and employees; (b) overlapping board members of the Manager and the Lessee do not include the chief executive officers of the Manager or its governing body or the Lessee and its governing body; and (c) the Lessee and the Manager are not related parties, as defined in Treas. Reg. § 1.150-1(b).

Section 10.16 Lessee's Covenant to Comply with Charter School Laws. The Lessee covenants to comply fully and in all respects with the provisions of the Charter Schools Act and its Charter so long as any Bonds remain Outstanding. The Lessee shall not amend its articles of incorporation or bylaws in any way to modify the rights of the Authorizer to approve and remove members of the board of directors of the Lessee unless (a) it has received the prior written consent of the Authorizer and the Bondholder Representative and (b) the Trustee has received an opinion of Bond Counsel to the effect that such modification will not adversely affect the excludability from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds.

Section 10.17 Management Covenant. The Lessee shall not terminate, amend or modify the Management Agreement (the "Management Agreement"), by and between the Lessee and the Manager, in effect as of the Closing Date of the Bonds, without the prior written consent of the Bondholder Representative. Beginning on the one year anniversary date of the Closing Date of the Bonds, any management fees to be paid pursuant to the Management Agreement shall be paid monthly so long as no Event of Default shall have occurred and be continuing hereunder and the enrollment at the Leased Property as of the first quarterly count date for the Fiscal Years stated below, if applicable, equals or exceeds the following:

<u>Fiscal Year</u>	<u>Enrollment</u>
2020	669
2021	789

If, as of the first quarterly count date for any Fiscal Year, the Lessee fails to achieve the enrollment targets set forth in the table above, 100% of the management fees paid by the Lessee, if any, shall become subordinate to the payment of debt service on the Bonds and compliance by the Lessee with the financial covenants contained herein, and shall be paid after all lease payments for such Fiscal Year have been paid and compliance with financial covenants shall be evidenced by the Lessee. So long as the debt service on the Bonds is not fully paid, the Lessee shall not make any payment on the management fees until such time as payment of debt service on the Bonds is current and the enrollment target for such Fiscal Year set forth in the table above is met. Notwithstanding anything in this Section 10.17 to the contrary, in the event any management fee payment is deferred to a later date such deferred payment (a) shall accrue late interest until such payment is paid in full, and (b) shall in any event be paid in full no later than five years following the date such payment originally came due.

In the event that a monthly payment has been made to the manager but the Lessee is unable to make a monthly lease payment due in the same Fiscal Year, the Management Agreement shall provide that the manager shall repay such management fees to the Trustee in an amount equal to such deficiency. Any Management Agreement shall contain a confession of judgment provision in a form satisfactory to the Bondholder Representative.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.01 Assignment by the Lessor. The Lessor's rights under this Lease (other than its rights with respect to certain fees and expenses under Section 6.02 hereof), including rights to receive and enforce payments hereunder, have been assigned to the Issuer pursuant to the Agreement and subsequently assigned by the Issuer to the Trustee (other than rights of the Issuer with respect to payments for or reimbursement of certain fees and expenses under Section 6.02 hereof and indemnity rights under Section 13.01 hereof) pursuant to the Indenture. The Lessor shall not assign any rights it may have under this Lease or the Agreement without the prior written consent of the Issuer, the Bondholder Representative and the Trustee.

Section 11.02 Assignment and Subleasing by the Lessee. This Lease may not be assigned or otherwise transferred, directly or indirectly, by operation of law or otherwise, by the Lessee for any reason. However, the Leased Property may be subleased, as a whole or in part, by the Lessee, only with the prior written consent of the Issuer, the Bondholder Representative and the Lessor; and provided, further, that a nationally recognized bond counsel acceptable to the Issuer delivers an opinion addressed to the Issuer and the Trustee stating that such sublease will not cause an adverse impact on the tax-exempt status of the Tax-Exempt Bonds.

Section 11.03 Restrictions on Deed of Trust or Sale of the Leased Property. The Lessee and the Lessor agree that except for (a) the Lessor's assignment of this Lease and the encumbrance of the lien against the Leased Property granted to or for the benefit of the Issuer pursuant to the Agreement and the Deed of Trust, (b) any exercise by the Lessor or the Trustee of the remedies afforded by Section 12.02 hereof, (c) the Lessee's right to sublease pursuant to

Section 11.02 hereof, (d) any granting of easements pursuant to Section 10.04 hereof, (e) any substitutions or modifications the Leased Property pursuant to Section 8.02 hereof, (f) any replacement of Leased Property pursuant to Section 9.02 or 9.03 hereof and (g) Permitted Encumbrances, neither the Lessor nor the Lessee will mortgage, sell, assign, transfer or convey the Leased Property, any portion thereof or its interest therein during the Lease Term.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.01 Events of Default Defined. Any one of the following shall constitute an “Event of Default” under this Lease:

(a) failure by the Lessee to pay any Base Rent during the Lease Term on or before the applicable Base Rent Payment Date and the continuation thereof for a period of five days;

(b) failure by the Lessee to pay Additional Rents related to the replenishment of the Bond Reserve Fund as set forth in Section 6.02 hereof and Section 5.02(b) of the Agreement;

failure by the Lessee to maintain its charter pursuant to the Charter Schools Act; provided, however, that if the Lessee has filed a timely appeal of the termination of its charter pursuant to the Charter Schools Act, an Event of Default shall not be deemed to occur until the earlier of the following: (i) the appeals process pursuant to the Charter Schools Act has concluded or (ii) a period of 30 days, which period may be extended only with the further written consent of the holders of a majority of the Outstanding Senior Bonds or the Bondholder Representative;

(c) failure of the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed in Sections 6.02(b)(ii), 7.02, 8.04, 10.04, 10.07, 10.08, 10.10, 10.11, 10.12, 10.13, 11.02 and 11.03 of this Lease;

(d) failure of the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to elsewhere in this Section 12.01, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied shall be given to the Lessee by the Trustee, the Bondholder Representative or the Lessor (any notice sent by the Trustee or the Bondholder Representative to the Lessee shall also be sent to the Lessor), provided, however, that no Event of Default shall be deemed to be continuing so long as a course of action adequate in the judgment of the Trustee, the Bondholder Representative and Lessor to remedy such failure shall have been commenced within such 30-day period and shall thereafter be diligently prosecuted to completion and the failure shall be remedied thereby, provided, however, that such course of action must be complete within 90 days of the written notice that has been given to the Lessee;

(e) the Lessee shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of its creditors, or shall fail to pay its debts as they become due, or shall take any action in furtherance of any of the foregoing;

(f) an involuntary case or other proceeding shall be commenced against the Lessee seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 60 days;

(g) the estate or interest of the Lessee in the Leased Property shall be levied upon or attached in any proceeding and such process shall not be vacated or discharged within 60 days after such levy or attachment.

Section 12.02 Remedies on Default. Whenever any Event of Default referred to in Section 12.01 hereof shall have happened and be continuing, the Trustee, acting for the Lessor, may, or at the request of the Beneficial Owners of a majority in aggregate principal amount of the Senior Bonds Outstanding or the Bondholder Representative shall, without any further demand or notice, exercise one or any combination of the following remedies:

(a) terminate the Lease Term, without any right on the part of the Lessee to reinstate its rights under this Lease by the payment of any amount due or by the performance of any obligation, term or covenant broken, and give notice to the Lessee to vacate and surrender the Leased Property within 10 calendar days from the date of such notice, and if the Lessee does not surrender possession to the Lessor, the Lessor, the Trustee or the Bondholder Representative shall have the right to recover possession of the Leased Property with or without legal process, breaking locks and replacing locks, and removing Tenant's and any third party's property therefrom, and making any disposition thereof as the Lessor or the Trustee, with the consent of the Bondholder Representative, or at the direction of the Bondholder Representative, may deem commercially reasonable;

(b) reenter and take possession of the Leased Property in accordance with applicable law, repossess the same, expel the Lessee and those claiming through or under the Lessee, and remove the effects of both or either, using such force for such purposes as may be lawful and necessary, without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Base Rent, Additional Rents or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions;

(c) enter the Leased Property, breaking open locked doors, if necessary, to effect entrance, without liability to action or prosecution for damages for such entry or for the manner thereof, for the purpose of distraining or levying and or any other purposes, and take possession of and sell all goods, chattels, fixtures, furnishings and equipment of the Lessee at auction, on three (3) days' notice served in person on the Lessee or left on the Leased Property, and retain the proceeds thereof on account of the Lessee's obligations hereunder; and the Lessee hereby forever remises, releases and discharges the Lessor, the Trustee or the Bondholder Representative and their agents, from all claims, actions, suits, damages, and penalties, for or by reason or on account of any entry, distraint, levy, appraisalment or sale;

(d) pursue any and all other rights and remedies available under State law, in law or in equity, including, without limitation, taking possession and selling any and all of Lessee's real or personal property upon which the Lessor or its assignees has a Lien hereunder or under the Agreement or the Deed of Trust;

(e) lease all or any portion of the real property included in the Leased Property;

(f) declare the entire balance of Base Rent, Additional Rent and all other sums payable by the Lessee for the remaining Lease Term due, payable and in arrears as if by the terms and provisions of this Lease said balance of Base Rent and Additional Rent were on that date payable in advance. Any such acceleration by the Lessor shall not constitute a waiver of any right or remedy of the Lessor;

distrain, collect or bring action for Base Rent, Additional Rent and all other sums payable by the Lessee for the remaining Lease Term as rent in arrears, or enter judgment therefor as rent in arrears in an amicable action as herein elsewhere provided, or file a Proof of Claim in any bankruptcy or insolvency proceeding for such Base Rent, Additional Rent and other sums due, or institute any other proceedings, whether similar or dissimilar to the foregoing, to enforce payment thereof;

(g) with or without terminating this Lease, re-enter and re-possess the Leased Property, or any part thereof, and lease the same to any person or entity upon such terms and conditions as the Trustee, with the consent of the Bondholder Representative, shall deem reasonable, for a term within or beyond the Lease Term;

(h) proceed as a secured party under the provisions of the Uniform Commercial Code against the Collateral (as such term is defined in 13.17 herein), in which the Lessor has a security interest;

(i) other than with respect to an Event of Default involving the Lessee's failure to pay Base Rent or Additional Rent, or the Lessee's liquidation, receivership, bankruptcy or other similar insolvency proceeding, appoint a consultant to make operational and other business recommendations to the Lessee (and the Lessor) to improve the operations, operating profits and cashflow of the Lessee (and the Lessor),

and the Lessee (and the Lessor) will cooperate with the consultant and shall adhere to all appropriate recommendations of the consultant in these regards;

(j) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under this Lease, the Agreement, the Deed of Trust and the Indenture;

(k) (1) replace the manager(s) of the Lessee as directed by the Bondholder Representative, if any, (2) replace any or all members of the Lessee's Board of Directors, as directed by the Bondholder Representative, and/or (3) require the Lessee to accept the Bondholder Representative as a member of the Lessee's Board of Directors holding a supermajority vote;

(l) Upon the occurrence of an Event of Default described in Section 12.01(a) hereof shall enter into the Leased Property and market the Leased Property for sale or rent; and

(m) require the Lessee to retain, at its expense, an Independent Consultant to submit a written report and make recommendations regarding the operations of the Leased Property (a copy of such report and recommendations shall be filed with the Trustee and the Bondholder Representative) with respect to the Lessee until such time as the Event of Default is cured or the Independent Consultant is no longer required by Beneficial Owners of not less than a majority of the Outstanding principal amount of the Bonds or their Bondholder Representative. Except as prohibited by law or the terms of the Lessee Documents, the Lessee will adopt and follow all reasonable recommendations of the Independent Consultant. Any contract entered into between the Lessee and any Independent Consultant must meet the requirements of this Lease, including but not limited to, Section 10.07 of this Lease.

No expiration or termination of this Lease pursuant to this Section 12.02, and no repossession of the Leased Property or any part thereof pursuant to this Section 12.02 or otherwise shall relieve the Lessee of its liabilities and obligations hereunder, all of which shall survive such expiration, termination or repossession, and the Trustee, on behalf of the Lessor may, at its option, with the consent of the Bondholder Representative, or shall, at the direction of the Bondholder Representative, sue for and collect Base Rent, Additional Rent and any other charges due hereunder at any time and from time to time as and when such charges accrue.

Section 12.03 No Remedy Exclusive; No Obligation to Mitigate Damages.

No remedy herein conferred upon or reserved to the Trustee on behalf of the Lessor or the Bondholder Representative is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee, on behalf of the Lessor or the Bondholder Representative, to exercise any remedy

reserved in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

If an Event of Default occurs, none of the Lessor, the Bondholder Representative or the Trustee shall have any obligation to have the Leased Property available for reletting or otherwise endeavor to relet or mitigate damages.

Section 12.04 Waivers.

(a) Subject to the terms of the Indenture, the Trustee may, with the consent of the Bondholder Representative, or shall, at the direction of the Bondholder Representative, waive any Event of Default under this Lease and its consequences, as the Trustee, with the consent of the Bondholder Representative deems to be in the best interest of the Registered Owners. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(b) In view of the assignment of the Lessor's rights under this Lease to the Issuer pursuant to the Agreement and the Issuer's subsequent assignment to the Trustee pursuant to the Indenture, the Lessor shall have no right to waive any Event of Default hereunder without the prior written consent of the Trustee and the Bondholder Representative; and the waiver of any Event of Default hereunder by the Trustee, with the consent of the Bondholder Representative, shall constitute a waiver of such Event of Default by the Lessor, without the necessity of any action of or consent by the Lessor.

(c) The Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future law in the event this Lease is terminated or the Lessee is evicted or dispossessed by reason of violation by the Lessee of any of the provisions of this Lease.

Section 12.05 CONFESSION OF JUDGMENT. THE LESSEE ACKNOWLEDGES THAT THE FOLLOWING PARAGRAPH CONTAINS LANGUAGE REGARDING THE CONFESSION OF JUDGMENT FOR MONIES OWED TO THE LESSOR AND/OR EJECTMENT:

THE LESSOR, THE TRUSTEE AND THE BONDHOLDER REPRESENTATIVE SHALL HAVE THE FOLLOWING RIGHTS TO CONFESS JUDGMENT AGAINST THE LESSEE AND ALL PERSONS CLAIMING THROUGH THE LESSEE, FOR POSSESSION OF THE LEASED PROPERTY AND/OR FOR MONIES OWED TO THE LESSOR:

(a) IF RENT OR ANY CHARGES HEREBY RESERVED AS RENT, OR DAMAGES BY REASON THEREOF, OR ANY OTHER SUM DUE AND PAYABLE IN CONNECTION WITH THIS LEASE, INCLUDING, WITHOUT LIMITATION, ANY LATE FEES OR INTEREST ACCRUED OR ACCRUING THEREON, AND ANY REIMBURSEMENT FOR ATTORNEYS' FEES OWED BY THE LESSEE (COLLECTIVELY, THE "AMOUNTS DUE"), SHALL REMAIN UNPAID ON ANY

DAY WHEN THE SAME OUGHT TO BE PAID, WHETHER PRIOR TO OR AFTER THE TERMINATION OR EXPIRATION OF THIS LEASE, THE LESSEE HEREBY EMPOWERS ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR THE LESSEE IN ANY AND ALL SUITS, ACTIONS OR ACTIONS IN ASSUMPSIT WHICH MAY BE BROUGHT FOR THE AMOUNTS DUE, OR ANY PORTIONS THEREOF, OR FOR AMOUNTS AGREED TO BE PAID BY THE LESSEE. IN SUCH SUITS OR ACTIONS, THE LESSEE EMPOWERS SUCH PROTHONOTARY, CLERK OF COURT OR ATTORNEY TO CONFESS JUDGMENT AGAINST THE LESSEE FOR ALL OR ANY PART OF THE RENT SPECIFIED IN THIS LEASE AND THEN UNPAID OR ANY OTHER AMOUNT DUE, INCLUDING WITHOUT LIMITATION, AT THE LESSOR'S OPTION, ACCELERATED RENT OR THE RENT FOR THE ENTIRE UNEXPIRED BALANCE OF THE LEASE TERM, AND FOR INTEREST AND COSTS, TOGETHER WITH AN ATTORNEY'S COMMISSION OF 5.00% OF THE AMOUNT SO CONFESSED. SUCH AUTHORITY SHALL NOT BE EXHAUSTED BY ONE EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AS OFTEN AS ANY RENT OR ANY OTHER AMOUNT DUE SHALL FALL DUE OR BE IN ARREARS, INCLUDING WITHOUT LIMITATION FOR THE SAME AMOUNTS DUE AS PREVIOUSLY CONFESSED IF AND TO THE EXTENT THAT A PREVIOUS CONFESSION OF JUDGMENT SHALL BE STRICKEN OR OTHERWISE INVALIDATED WITHOUT A FINAL DECISION ON THE MERITS OF THE CLAIM. SUCH POWERS MAY BE EXERCISED AS WELL AFTER THE EXPIRATION OF THE ORIGINAL TERM, DURING ANY EXTENSION OR RENEWAL, AND/OR AFTER THE TERMINATION OF THIS LEASE.

(b) WHEN THIS LEASE SHALL BE TERMINATED BY REASON OF AN EVENT OF DEFAULT BY THE LESSEE OR ANY OTHER REASON WHATSOEVER, AND ALSO WHEN THE TERM HEREBY CREATED OR ANY EXTENSION THEREOF SHALL HAVE EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY TO APPEAR FOR THE LESSEE IN ANY AND ALL SUITS OR ACTIONS WHICH MAY BE BROUGHT FOR POSSESSION AND/OR EJECTMENT; AND AS ATTORNEY FOR THE LESSEE TO CONFESS JUDGMENT IN EJECTMENT AGAINST THE LESSEE AND ALL PERSONS CLAIMING UNDER THE LESSEE FOR THE RECOVERY BY THE LESSOR OF POSSESSION OF THE LEASED PROPERTY, FOR WHICH THIS LEASE SHALL BE THE LESSOR'S SUFFICIENT WARRANT. UPON SUCH CONFESSION OF JUDGMENT FOR POSSESSION, IF THE LESSOR, BONDHOLDER REPRESENTATIVE OR TRUSTEE SO DESIRES, A WRIT OF EXECUTION OR OF POSSESSION MAY ISSUE FORTHWITH, WITHOUT ANY PRIOR WRIT OR PROCEEDINGS WHATSOEVER. IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED, THE SAME SHALL BE DETERMINED AND THE POSSESSION OF THE PREMISES SHALL REMAIN IN OR BE RESTORED TO THE LESSEE, THEN THE LESSOR, BONDHOLDER REPRESENTATIVE OR TRUSTEE SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT OR CONTINUING DEFAULT OR DEFAULTS, OR AFTER EXPIRATION OF THE LEASE, OR UPON THE TERMINATION OF THIS LEASE AS HEREINBEFORE SET FORTH, TO BRING

ONE OR MORE FURTHER ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION OF THE PREMISES.

(c) In any action of ejectment and/or for Amounts Due, the Lessor, Bondholder Representative or Trustee shall cause to be filed in such action an affidavit made by the Lessor, Bondholder Representative or Trustee or someone acting for the Lessor, Bondholder Representative or Trustee setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence. If a true copy of this Lease shall be filed in such action (and the truth of the copy as asserted in the affidavit of the Lessor, Bondholder Representative or Trustee shall be sufficient evidence of same), it shall not be necessary to file the original Lease as a warrant of attorney, any rule of court, custom or practice to the contrary notwithstanding.

(d) The Lessee expressly agrees, to the extent not prohibited by law, that any judgment, order or decree entered against it by or in any court or magistrate by virtue of the powers of attorney contained in this Lease shall be final, and that the Lessee will not take an appeal, certiorari, writ of error, exception or objection to the same, or file a motion or rule to strike off or open or to stay execution of the same, and releases to the Lessor, the Trustee and Bondholder Representative and to any and all attorneys who may appear for the Lessee all errors in such proceedings and all liability therefor.

The right to enter judgment against the Lessee and to enforce all of the other provisions of this Lease herein provided for, at the option of any assignee of this Lease, may be exercised by any assignee of the Lessor's right, title and interest in this Lease in the Lessee's own name.

Section 12.06 Lock Box Provisions. (a) Upon the occurrence and during the continuance of a Lock-Box Event, so long as the principal of all Outstanding Bonds shall not have become due and payable pursuant to Section 8.02(a) of the Indenture, the Trustee shall deliver to the Lessee a notice (the "Lock-Box Notice") referencing this Section 12.06. Upon receipt of a Lock-Box Notice, (i) the Lessee will immediately commence depositing all Gross Revenues with the Trustee and will continue to do so on a daily basis as and when it receives or collects any moneys constituting Gross Revenues, and (ii) within seven (7) days the Lessee will engage, at its expense, an Independent Consultant to review the operating budget of the Lessee and to perform the other functions described in this Section.

Within seven (7) days of receipt of a Lock-Box Notice, the Lessee shall submit to the Independent Consultant, the Bondholder Representative and the Trustee a proposed operating budget for the Independent Consultant's approval or modification. The proposed operating budget shall be prepared using the cash basis method of accounting and shall include on a month-to-month basis all Operating Expenses to be paid by the Lessee. Upon review of the proposed budget, the Independent Consultant will notify the Lessee, the Bondholder Representative and the Trustee whether such budget is approved as submitted or of any modifications the Independent Consultant will impose. A copy of the budget, as approved or modified (the "Lock-Box Budget"), will be sent by the Independent Consultant to the Lessee, the Bondholder Representative and the Trustee. In the event the Lessee fails to submit a proposed operating budget to the Independent

Consultant, the Bondholder Representative and the Trustee within the timeframe required herein, the Independent Consultant will modify the operating budget then in effect or last submitted to the Trustee, the Bondholder Representative or the Independent Consultant as it deems appropriate under the then existing circumstances and such modified operating budget will constitute the Lock-Box Budget. The Lessee may amend the Lock-Box Budget at any time and from time to time as the Lessee deems reasonably appropriate under the then existing circumstances, subject to the written approval of the Independent Consultant and the Bondholder Representative. A copy of any amendment or modification of the Lock-Box Budget will be sent by the Lessee to the Independent Consultant, the Bondholder Representative and the Trustee.

(b) Upon the occurrence and during the continuance of a Lock-Box Event, the Lessee shall cause amounts transferred to it pursuant to Section 3.22 of the Indenture to be used to pay Operating Expenses only in accordance with the Lock-Box Budget, subject to variances from the Lock-Box Budget (i) within each month, so long as no single line item exceeds the amount budgeted for such line item by more than five percent (5%) and all expenses for such month do not exceed the total budgeted expenses by more than five percent (5%), and (ii) from month to month, so long as on a year-to-date basis no single line item exceeds the amount budgeted for such line item by more than five percent (5%) and on a year-to-date basis all expenses for such month do not exceed the total budgeted expenses by more than five percent (5%).

If at any time following delivery to the Lessee of a Lock-Box Notice, all Events of Default have been fully cured, the Trustee will notify the Lessee and the Bondholder Representative in writing that the lock-box provisions of this Section 12.06 and of Section 3.22 of the Indenture are suspended. Additionally, the Trustee, at the written direction of the Bondholder Representative or a majority of the Holders in aggregate principal amount of the Senior Bonds Outstanding shall, at any time suspend such lock-box provisions by so notifying the Lessee in writing. Thereafter, unless and until any subsequent Lock-Box Notice is received by the Lessee, Gross Revenues need not be deposited with the Trustee.

ARTICLE XIII

CONVEYANCE OF THE LEASED PROPERTY

Section 13.01 Conveyance of the Leased Property.

(a) The Lessor's right and interest in and to the Leased Property shall be transferred, conveyed and assigned by the Lessor to the Lessee:

(i) Upon payment by the Lessee of the then applicable Purchase Option Price and upon giving not less than thirty days prior written notice to the Issuer, the Bondholder Representative and the Trustee; or

(ii) Upon payment by the Lessee of all Base Rent and Additional Rent required to be paid under this Lease during the Lease Term.

(b) The Lessee understands that the Purchase Option Price may be revised from time to time based on certain redemptions of Series 2017 Bonds (other than mandatory sinking fund redemptions) or the issuance of any Additional Bonds authorized under the Indenture. In the event the Lessee so elects to purchase all of the Leased Property as provided herein, the Lessee hereby agrees to pay such applicable Purchase Option Price (together with the other amounts constituting the purchase price for the Projects as provided herein) as it may be revised from time to time by such amounts as are necessary to reflect the redemption of the Series 2017 Bonds or the issuance of Additional Bonds. Nothing herein shall be construed to create any obligation of the Lessee to purchase the Projects.

Section 13.02 Conveyance on Purchase of Leased Property. At the closing of any purchase of the Leased Property pursuant to the option to purchase granted in this Lease, the Lessor shall, upon receipt by the Lessor of the Purchase Option Price, or upon the payment by the Lessee of all Base Rent and Additional Rent required, deliver to the Lessee the following:

(a) If necessary, a release by the Trustee of the lien under the Indenture, together with any other instrument necessary or appropriate to release any security interest granted by this Lease with respect to the Leased Property to be released.

(b) All necessary documents conveying to the Lessee good and marketable title to the Leased Property to be released as it then exists subject to the following: (i) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented; (ii) those liens and encumbrances resulting from the failure of the Lessee to perform or observe any of the agreements on its part contained in this Lease; and (iii) Permitted Encumbrances, other than the Indenture, this Lease and any financing statements filed by or on behalf of the Lessor pursuant to this Lease with respect to the Leased Property to be released or the Indenture.

ARTICLE XIV

MISCELLANEOUS

Section 14.01 Indemnification Covenants. To the extent permitted by law, the Lessee shall and hereby agrees to indemnify and hold the Issuer, the Lessor, the Bondholder Representative and the Trustee and their agents, directors, officers and employees harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the issuance of the Bonds and the execution of this Lease, the Indenture or any other documents entered into in connection with the Bonds and the occupancy, operation, conduct or management of, or from any work or thing done on or with respect to, the Leased Property during the Lease Term from: (a) any conditions of the Leased Property; (b) any action of negligence of the Lessee, the Manager, or any of their agents, contractors or employees or any violation of law by the Lessee or the Manager or breach of any covenant or warranty by the Lessee or the Manager hereunder or under the Management Agreement, or any claim or allegation of any of the foregoing; (c) any act or omission of the Lessee, the Manager or any of their respective agents, members, officers or directors, which act or omission shall include any and all claims or potential claims arising at law or in equity which are or may be asserted against

the Issuer or the Lessor, their agents, officers or directors, including, but not limited to claims of negligence, breach of contract, breach of fiduciary duty and any alleged violation of any law, ordinance or regulation; and (d) any claims arising from Section 8.06 of the Agreement. To the extent permitted by law, the Lessee shall indemnify and hold the Issuer, the Lessor, the Bondholder Representative and the Trustee harmless from any such claim arising from (a), (b), (c) or (d) above or in connection with any action or proceeding brought thereon and, upon notice from the Issuer, the Lessor, the Bondholder Representative or the Trustee, shall defend the Issuer, the Lessor, the Bondholder Representative or the Trustee in any such action or proceeding. The Lessee shall, to the extent permitted by law, indemnify and hold harmless the Lessor and the Issuer and their officers, directors, agents and employees, in their official and personal capacity, for any and all actions related to the Leased Property and the authorization, issuance and delivery of the Bonds. The Lessee's obligations set forth in this Section shall survive the expiration or end of the Lease Term.

Section 14.02 Manner of Giving Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when (a) mailed by certified or registered mail, postage prepaid, (b) deposited with any nationally recognized overnight delivery service that routinely issues receipts, or (c) personally delivered by any courier service that routinely issues receipts: if to the Lessee, to the Doral Academy of Northern Nevada, 200 De Spain Lane, Reno, Nevada 89511, Attention: Director; if to the Lessor, Pinecrest Academy of Nevada Foundation, 6630 Surrey Street, Las Vegas, Nevada 89119, Attention: Director, if to the Issuer, to the Public Finance Authority, 22 E. Mifflin Street, Madison, Wisconsin 53703, Attention: Program Manager; and if to the Trustee, to U.S. Bank National Association, at 170 South Main Street, Suite 200, Salt Lake City, Utah 84101, Attention: Corporate Trust Department, if to the Bondholder Representative, to 640 Fifth Avenue, 6th Floor, New York, New York 10019, Attention: Benjamin P. Kaufman. The Lessee, the Lessor, the Issuer, the Bondholder Representative and the Trustee, may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Copies of all notices given by or to the Lessee or the Lessor shall be sent simultaneously to the Trustee and the Bondholder Representative.

Section 14.03 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Lessor and the Lessee and their respective successors and assigns, subject, however, to the limitations contained in Article XI hereof.

Section 14.04 Indebtedness; No State Liability. No indebtedness of any kind incurred or created by the Lessee shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the Lessee shall involve or be secured by the faith, credit or taxing power of the State or its political subdivisions.

Section 14.05 No Individual Liability. All covenants, stipulations, promises, agreements and obligations of the Lessee or the Lessor, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Lessee or the Lessor, as the case may be, and not of any member, director, officer, employee, servant or other agent of the Lessee or the Lessor in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation (including, without limitation, any obligations relating to payment of principal of, redemption premium, if

any, or interest on the Bonds), or for any claim based thereon or hereunder, against any member, director, officer, employee, servant or other agent of the Lessee or the Lessor or any natural person executing this Lease, the Agreement or any related document or instrument.

Section 14.06 Amendments, Changes and Modifications. Except as otherwise provided in this Lease or the Indenture, subsequent to the issuance of the Bonds and prior to the discharge of the Indenture, this Lease may not be effectively amended, changed, modified or altered without the written consent of the Trustee, the Bondholder Representative and the Issuer as provided in the Indenture and other than by the execution of a subsequent document in the same manner as this Lease is executed which may be evidenced by a recorded document in the real property records of the Clerk and Recorder of the county in which the Leased Property is located.

Section 14.07 Events Occurring on Days that are not Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right under this Lease is a day that is not a Business Day, such payment may be made, such act may be performed or such right may be exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Lease.

Section 14.08 Severability. In the event that any provision of this Lease, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.09 Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.10 Applicable Law. The laws of the State and rules and regulations issued pursuant thereto, as the same may be amended from time to time, shall be applied in the interpretation, execution and enforcement of this Lease. Any provision of this Lease whether or not incorporated herein by reference which provides for arbitration by an extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Lease to the extent that this Lease is capable of performance.

Section 14.11 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

Section 14.12 Retention of Records. The Lessee will maintain or cause to be maintained records relating to the use of the proceeds of the Bonds and the use and operation of the Leased Property for a period of four years after the later of (i) payment in full of the Bonds or (ii) payment in full of any bonds issued to refund the Bonds.

Section 14.13 Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies,

telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 14.14 Estoppels. Each party hereto agrees that at any time and from time to time during the Term of this Lease, it shall promptly, but in any event not later than 15 days after request by the other party hereto, execute, acknowledge and deliver to such other party or to any prospective purchaser, assignee, transferee, or the Issuer or the Trustee or to any third party designated by such other party, a certificate stating that, to the actual knowledge of the signer (a) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and identifying the modification agreements); (b) the date to which Base Rent and Additional Rents have been paid; (c) to the knowledge of the signer after due inquiry and investigation, whether or not there is any existing Event of Default by the Lessee in the payment of any Base Rent, Additional Rents, or other sums payable hereunder beyond any applicable grace period, and to the actual knowledge of the signer, whether or not there is any other existing default by either party hereto with respect to which a notice of default has been served, and, if there is any such default, specifying the nature and extent thereof; and (d) whether or not there are any setoffs, defenses or counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the party executing such certificate.

Section 14.15 Access. The Lessor, the Trustee, the Bondholder Representative and their respective employees, agents and contractors, may, at all reasonable times, with two (2) days' notice except in an emergency, when no notice shall be required, enter and inspect the Leased Property and every part thereof.

Section 14.16 Attornment. At the election of any successor-in-interest to the Lessor's estate in the Leased Property or the rights of the Lessor under this Lease, whether through purchase, operation of law, possession, foreclosure action, deed, lease, or otherwise (the "Successor Landlord"), the Lessee shall attorn to and recognize such Successor Landlord as the Lessee's landlord under this Lease, and shall promptly execute, acknowledge and deliver any instrument that such Successor Landlord may reasonably request to evidence such attornment. To the extent permitted by law, the Lessee hereby waives any right the Lessee may have under any present or future law to terminate this Lease or surrender the Leased Property by reason of the institution of any proceeding to terminate a superior lease or action to foreclose a superior mortgage, and this Lease shall not be affected by any such proceeding or action unless and until the lessor of the superior lease or holder, now or hereafter, of the superior mortgage, elects in such proceeding or action to terminate this Lease.

Section 14.17 Security Interest. As security for the performance of all obligations hereunder and the payment of all sums due or to become due hereunder or in connection herewith, the Lessee hereby grants to the Lessor a security interest ("Security Interest") in all personal property of the Lessee pertaining to the Lessee's elementary and high school operations, including, without limitation, all goods, accounts, chattel paper, deposit accounts, equipment, accessions and accessories, fixtures, general intangibles, instruments, letter of credit rights and supporting obligations, as those terms are defined in the Uniform Commercial Code, and all proceeds and products thereof (together, the "Collateral"). Other than in the normal course of the

Lessee's business, the Lessee shall not remove the Collateral from the Leased Property without the consent of the Lessor and the Bondholder Representative (except as permitted by the Indenture, the Agreement or the Deed of Trust) until all sums due or to become due hereunder or in connection herewith have been paid in full and all provisions hereof have been fully performed by the Lessee. The Lessee authorized the Lessor to file any financing statements and continuation statements (in form satisfactory to the Lessor) as the Lessor may request from time to time, and the Lessee shall pay the cost of filing the same in such public offices as the Lessor shall designate. The Lessee hereby irrevocably appoints the Lessor as its attorney-in-fact (without requiring the Lessor to act as such) to file such instruments for and on behalf of the Lessee. Notwithstanding any termination of the Lease, the terms hereof shall survive as a security agreement with respect to the Security Interest until the repayment and satisfaction in full of all of the obligations of the Lessee hereunder.

Section 14.18 Third Party Beneficiaries. Each of the Issuer Indemnified Parties (other than the Issuer), the Bondholder Representative and Trustee Indemnified Parties and Beneficial Owners are intended "Third Party Beneficiaries" of this Lease. Nothing in this Lease shall confer any right upon any person other than parties hereto, and those specifically designated as Third Party Beneficiaries of this Lease. Notwithstanding any provision hereof to the contrary, it is specifically acknowledged and agreed that, to the extent of their rights hereunder (including, without limitation, their rights to immunity and exculpation from pecuniary liability) each Issuer Indemnified Party is a third-party beneficiary of this Lease entitled to enforce such rights in his, her, its or their own name.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Lease as of the
_____ day of _____, 2017.

PINECREST ACADEMY OF NEVADA
FOUNDATION, as Lessor

By: _____

Name: Kacey Thomas

Its: Chair of the Board

(Signature Page to Lease Agreement/Doral Academy of Northern Nevada)

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**DORAL ACADEMY OF NORTHERN NEVADA,
as Lessee**

By: _____

Name: Danielle Cherry

Its: Board Chair

(Signature Page to Lease Agreement/Doral Academy of Northern Nevada)

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EXHIBIT A
DESCRIPTION OF THE LEASED PROPERTY

EXHIBIT B
BASE RENT PAYMENT SCHEDULE
[Attached]

DORAL ACADEMY OF NORTHERN NEVADA PROJECT

Ser. 2017A-1, 2017A-2, 2017B-1, & 2017B-2 MONTHLY BASE RENTS

Base Rent Payment Dates	Principal [1]	Interest [2]	Total Base Rent Payment	6/30 Fiscal Yr Total
02/15/18	0.00	0.00	0.00	
03/15/18	0.00	0.00	0.00	
04/15/18	0.00	0.00	0.00	
05/15/18	0.00	0.00	0.00	
06/15/18	0.00	0.00	0.00	\$0.00
07/15/18	0.00	0.00	0.00	
08/15/18	0.00	0.00	0.00	
09/15/18	0.00	0.00	0.00	
10/15/18	0.00	0.00	0.00	
11/15/18	0.00	0.00	0.00	
12/15/18	0.00	0.00	0.00	
01/15/19	0.00	0.00	0.00	
02/15/19	0.00	6,912.50	6,912.50	
03/15/19	0.00	6,912.50	6,912.50	
04/15/19	0.00	6,912.50	6,912.50	
05/15/19	0.00	6,912.50	6,912.50	
06/15/19	0.00	6,912.50	6,912.50	\$34,562.50
07/15/19	0.00	6,912.50	6,912.50	
08/15/19	0.00	98,045.83	98,045.83	
09/15/19	0.00	98,045.83	98,045.83	
10/15/19	0.00	98,045.83	98,045.83	
11/15/19	0.00	98,045.83	98,045.83	
12/15/19	0.00	98,045.83	98,045.83	
01/15/20	0.00	98,045.85	98,045.85	
02/15/20	0.00	36,829.17	36,829.17	
03/15/20	0.00	36,829.17	36,829.17	
04/15/20	0.00	36,829.17	36,829.17	
05/15/20	0.00	36,829.17	36,829.17	
06/15/20	0.00	36,829.17	36,829.17	\$779,333.35
07/15/20	0.00	36,829.14	36,829.14	
08/15/20	7,500.00	98,045.83	105,545.83	
09/15/20	7,500.00	98,045.83	105,545.83	
10/15/20	7,500.00	98,045.83	105,545.83	
11/15/20	7,500.00	98,045.83	105,545.83	
12/15/20	7,500.00	98,045.83	105,545.83	
01/15/21	7,500.00	98,045.85	105,545.85	
02/15/21	7,500.00	98,045.83	105,545.83	
03/15/21	7,500.00	98,045.83	105,545.83	
04/15/21	7,500.00	98,045.83	105,545.83	
05/15/21	7,500.00	98,045.83	105,545.83	
06/15/21	7,500.00	98,045.83	105,545.83	\$1,197,833.29

[1] Final year principal pmts shown net balloon payment.

[2] Initial interest payments will be paid from Capitalized Interest funds held by the Trustee. Page 3 of 4

DORAL ACADEMY OF NORTHERN NEVADA PROJECT**Ser. 2017A-1, 2017A-2, 2017B-1, & 2017B-2 MONTHLY BASE RENTS**

Base Rent Payment Dates	Principal [1]	Interest [2]	Total Base Rent Payment	6/30 Fiscal Yr Total
07/15/21	7,500.00	98,045.85	105,545.85	
08/15/21	23,333.33	97,483.33	120,816.66	
09/15/21	23,333.33	97,483.33	120,816.66	
10/15/21	23,333.33	97,483.33	120,816.66	
11/15/21	23,333.33	97,483.33	120,816.66	
12/15/21	23,333.33	97,483.33	120,816.66	
01/15/22	23,333.33	97,483.35	120,816.68	
02/15/22	23,333.33	97,483.33	120,816.66	
03/15/22	23,333.33	97,483.33	120,816.66	
04/15/22	23,333.33	97,483.33	120,816.66	
05/15/22	23,333.33	97,483.33	120,816.66	
06/15/22	23,333.33	97,483.33	120,816.66	\$1,434,529.13
07/15/22	23,333.37	97,483.35	120,816.72	
08/15/22	25,000.00	95,733.33	120,733.33	
09/15/22	25,000.00	95,733.33	120,733.33	
10/15/22	25,000.00	95,733.33	120,733.33	
11/15/22	25,000.00	95,733.33	120,733.33	
12/15/22	25,000.00	95,733.33	120,733.33	
01/15/23	25,000.00	95,733.35	120,733.35	
02/15/23	25,000.00	95,733.33	120,733.33	
03/15/23	25,000.00	95,733.33	120,733.33	
04/15/23	25,000.00	95,733.33	120,733.33	
05/15/23	25,000.00	95,733.33	120,733.33	
06/15/23	25,000.00	95,733.33	120,733.33	\$1,448,883.37
07/15/23	25,000.00	95,733.35	120,733.35	
08/15/23	27,083.33	93,866.67	120,950.00	
09/15/23	27,083.33	93,866.67	120,950.00	
10/15/23	27,083.33	93,866.67	120,950.00	
11/15/23	27,083.33	93,866.67	120,950.00	
12/15/23	27,083.33	93,866.67	120,950.00	
01/15/24	27,083.33	93,866.65	120,949.98	
02/15/24	27,083.33	93,866.67	120,950.00	
03/15/24	27,083.33	93,866.67	120,950.00	
04/15/24	27,083.33	93,866.67	120,950.00	
05/15/24	27,083.33	93,866.67	120,950.00	
06/15/24	27,083.33	93,866.67	120,950.00	\$1,451,183.33
07/15/24	27,083.37	93,866.65	120,950.02	\$120,950.02
Total	\$995,000.00	\$5,472,274.99	\$6,467,274.99	\$6,467,274.99

[1] Final year principal pmts shown net balloon payment.

[2] Initial interest payments will be paid from Capitalized Interest funds held by the Trustee. Page 4 of 4