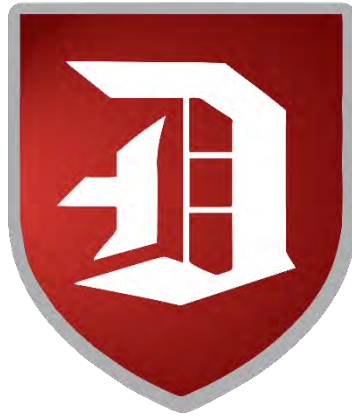




DORAL ACADEMY

P R E P A R A T O R Y

*A proposed public charter school
serving students in grades 6-12*

CHARTER HOLDER: DORAL ACADEMY OF IDAHO

PROPOSED OPENING: AUGUST 2027

LOCATION: WEST ADA SCHOOL DISTRICT

SUBMISSION DATE: JULY 10, 2026

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Narrative

EXECUTIVE SUMMARY

Doral Academy seeks approval to expand its successful public charter school model by opening Doral Academy Preparatory, a new grade 6-12 campus in the Meridian area near its existing elementary campus. The proposed school will build upon the strong academic and organizational foundation established by Doral Academy of Idaho and provide students with a clear and continuous pathway from kindergarten through high school within a unified, college-preparatory educational model.

Doral Academy Preparatory will implement a rigorous academic program designed to prepare students for postsecondary education, workforce success, and civic leadership. The school's educational model will emphasize academic excellence, college and career readiness, leadership development, student accountability, and a schoolwide culture of achievement grounded in high expectations for all students. Through a combination of challenging coursework, data-driven instruction, multimodal learning strategies, individualized student support, and meaningful enrichment opportunities, students will develop the critical thinking, communication, collaboration, and problem-solving skills necessary for long-term success.

The proposed campus will cultivate a strong college-going culture beginning in middle school by establishing clear academic expectations, promoting student ownership of learning, and exposing students to advanced academic and extracurricular opportunities that support long-range postsecondary planning. As the school expands into upper grade levels, students will have access to advanced coursework pathways, leadership opportunities, college and career advising, and enrichment programs designed to prepare graduates to compete successfully in higher education and future careers.

The proposed campus will extend Doral Academy's proven educational approach to more families seeking a high-quality public school option in one of Idaho's fastest-growing communities. Meridian's population increased from 117,635 in the 2020 Census to an estimated 139,740 as of July 1, 2024, reflecting continued rapid growth in the community, while West Ada School District continues to experience sustained enrollment growth and increasing demand for additional high-quality educational options. Doral Academy Preparatory will help address this demand by offering families a tuition-free public charter school focused on academic rigor, character development, student engagement, and long-term student success.

Doral Academy in Meridian, Idaho, is affiliated with and replicates the high-performing Doral Academy tuition-free public charter school network. Founded in Florida in 1999, [Doral Academy](#) has developed a nationally recognized educational model that combines rigorous academics, a strong school culture, innovative instructional practices, and student-centered learning environments. Today, the Doral Academy network serves more than 15,000 students across eighteen campuses in Florida, Nevada, Colorado, North Carolina, Texas, and Idaho.

The decision to replicate an established and successful school model rather than create an entirely new educational program aligns with guidance from the National Association of Charter School Authorizers, which identifies demonstrated academic success and strong organizational and financial performance as critical indicators of replication readiness.¹ The Doral Academy network has consistently demonstrated the operational capacity, governance structures, academic systems, and organizational effectiveness necessary to support successful school replication and long-term sustainability.

Mission

The mission of Doral Academy Preparatory is to provide a rigorous, college-preparatory educational setting that cultivates student success through creativity and innovation, instills a belief in their own efficacy, and prepares them to make a positive impact on their local and global communities.

Vision

The vision of Doral Academy Preparatory is to set the standard for outstanding student achievement by fostering a safe, nurturing, and college-minded academic environment.

Organizational Structure and Instructional Model

The proposed campus will be governed by Doral Academy of Idaho, a nonprofit organization formed for educational purposes under Section 501(c)(3) of the Internal Revenue Code. The governing board will be the ultimate policy-making body responsible for oversight of the school's academic program, operational systems, financial stewardship, regulatory compliance, and long-term strategic direction. Please see [Appendix B: Articles of Incorporation](#).

The broader Doral Academy network has demonstrated sustained organizational quality and a commitment to continuous improvement. In 2024, Cognia recognized [Doral Academy](#) as a School System of Distinction, an honor awarded to a limited number of educational institutions following

¹ National Association of Charter School Authorizers. [Replicating Quality](#).

a rigorous external review process evaluating leadership capacity, academic systems, organizational effectiveness, and student outcomes.²

Community Need and Intended Grades

The need for the proposed grade 6-12 campus is clear. Families in Meridian and surrounding communities continue to seek additional high-quality public school options that combine strong academics, meaningful student support, and a structured, college-preparatory environment. Doral Academy Preparatory will help meet this demand by offering a tuition-free public charter school designed to prepare students for success in high school, postsecondary education, and future careers.

The proposed grade 6-12 structure will provide students and families with continuity during critical adolescent and high school transition years while supporting long-term academic planning, stronger student relationships, and consistent implementation of schoolwide academic and behavioral expectations. The model enables students to participate in a coherent educational program that integrates rigorous instruction, leadership development, enrichment opportunities, extracurricular participation, and college and career exploration throughout their secondary education.

Student Outcomes and Expectations

Student outcomes at Doral Academy Preparatory will be driven by the same foundational principles that have guided Doral Academy schools nationwide: high expectations, rigorous instruction, data-informed decision-making, strong student support systems, and measurable academic growth for all students.

By expanding to serve grades 6-12, Doral Academy Preparatory will provide students with a vertically aligned educational program that intentionally prepares them for increasingly rigorous academic challenges and postsecondary success. Students will be expected to demonstrate academic achievement, leadership, personal responsibility, and active engagement in their learning while developing the knowledge, skills, habits, and character necessary to thrive in college, careers, and civic life.

² Cognia recognizes schools and districts worldwide that meet rigorous standards focused on productive learning environments, equitable resource allocation, and effective leadership. To earn this accreditation, a school system must undergo both internal and external reviews. Earning this accreditation means that the school system meets performance standards and maintains a commitment to continuous improvement. Schools and systems in good standing can maintain their accreditation for a six-year term.

I. STUDENT DEMAND & PRIMARY ATTENDANCE AREA

Primary Attendance Area

As a public charter school, Doral Academy Preparatory will be open to all students residing in Idaho, consistent with Idaho Code and applicable enrollment requirements. The school will not impose geographic restrictions on enrollment and will conduct admissions in accordance with state law, including a lottery if applications exceed available seats.

While enrollment will be open statewide, for purposes of community analysis and enrollment planning, Doral Academy Preparatory defines its anticipated primary attendance area as the communities within approximately five miles of the proposed facility site. This area was selected for its proximity to potential school locations and demonstrated demand for additional high-quality public school options. If the Meridian site is selected, the school anticipates drawing primarily from Meridian and nearby West Ada neighborhoods. If the Nampa site is selected, the school anticipates drawing primarily from nearby Nampa, Meridian, and surrounding communities.

The proposed school facility may be located at either 1786 S. Topaz Way in Meridian, Idaho, or 3850 S. Black Cat Rd. in Nampa, Idaho. These locations are centrally situated within the target community and are expected to provide accessible options for families seeking enrollment at the school. In **Figure 1** below, the pink circle represents a 5-mile radius around the proposed Meridian facility, while the blue circle represents a 5-mile radius around the proposed Nampa facility.

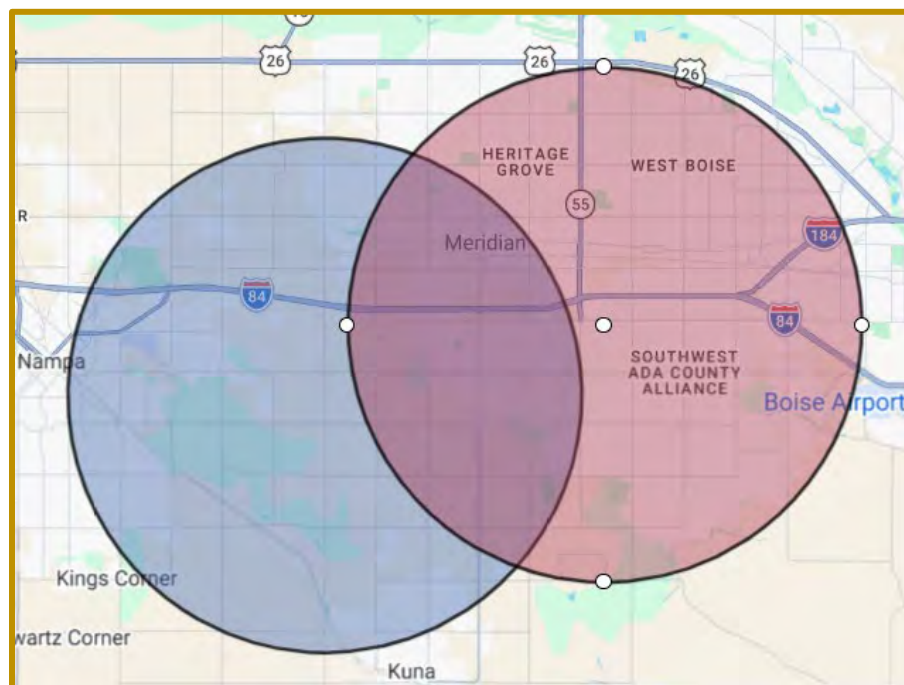


Figure 1. Potential Facility Locations

As a public charter school, Doral Academy Preparatory will be open to eligible students throughout Idaho and will not restrict applications based on residence. The primary attendance area described below will be used for enrollment-notification requirements, community and demographic analysis, transportation planning, and any legally authorized primary-attendance-area enrollment preference.

Because the Board is evaluating two potential facility locations, the proposed primary attendance area for each facility option is defined separately below. The final primary attendance area will correspond to the facility the Governing Board selects and will be identified in the school's performance certificate before enrollment begins.

Facility Option 1 — 1786 S. Topaz Way, Meridian

The proposed primary attendance area for Facility Option 1 consists of the geographic area bounded by:

- **North:** W. Ustick Rd.;
- **East:** S. Maple Grove Rd.;
- **South:** W. Lake Hazel Rd.; and
- **West:** S. Meridian Rd.



Figure 1. Primary Attendance Area for Potential Topaz Location

Facility Option 2—3850 S. Black Cat Road, Nampa

The proposed primary attendance area for Facility Option 2 consists of the geographic area bounded by:

- North: US Interstate 84 (I-84);
- East: S. Meridian Rd.;
- South: W. Lake Hazel Rd.; and
- West: S. Happy Valley Rd.

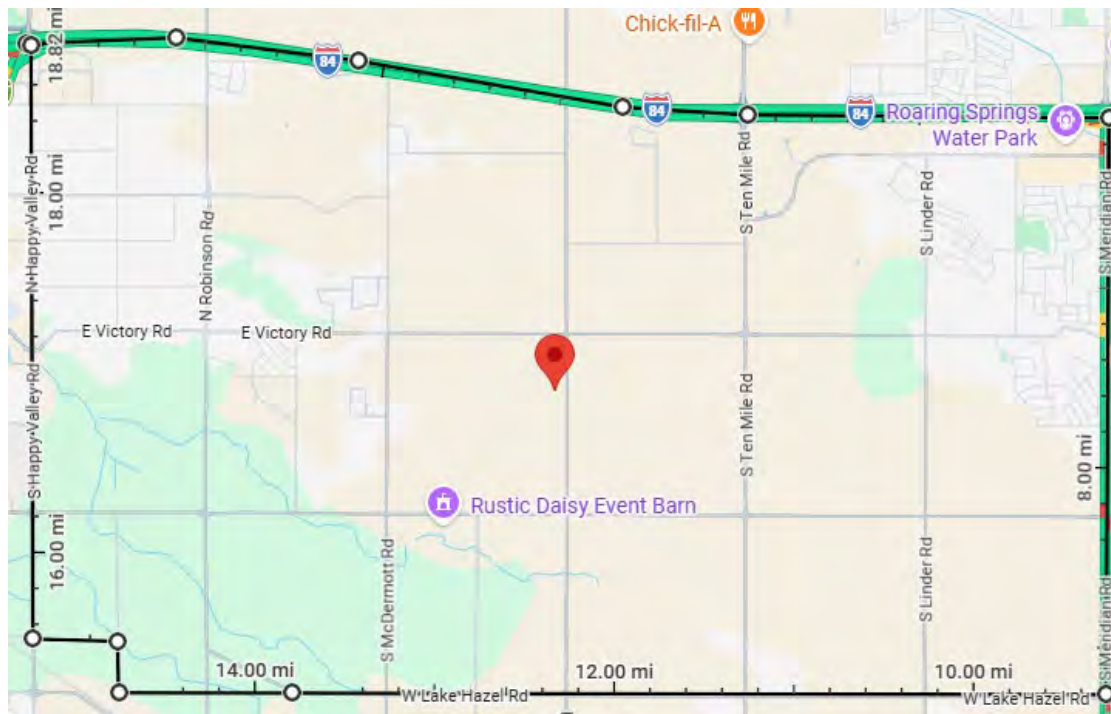


Figure 2. Primary Attendance Area for Potential Black Cat Location

After selecting the final facility, all demographic, enrollment, transportation, and outreach analyses will be conformed to the corresponding primary attendance area.

Student Population

Doral Academy Preparatory intends to serve a broad and inclusive population of students in grades 6 through 12, including students with a range of academic readiness levels, learning needs, language backgrounds, and postsecondary goals.

To develop an informed projection of its student population, the Governing Board of Doral Academy Preparatory reviewed demographic and academic data from public schools in grades 6-12 ~~a 5-mile-radius~~ the primary attendance area of the two proposed facilities.³ This analysis is

³ Data was obtained through the Idaho Department of Education's [Idaho Report Card](#), compiled, and then averaged

intended to ensure that the school's program, staffing, and support services are aligned with the needs of the community it will serve.

Based on this review, Doral Academy Preparatory anticipates enrolling a student population that reflects the demographics of the surrounding area. Approximately ~~75~~ 74.7 percent of students in the ~~target community~~ primary attendance areas identify as White, with Hispanic or Latino students representing approximately ~~14~~ 12.5 percent. Other demographic groups, including Native American and Pacific Islander students, each represent ~~less than~~ approximately 1 percent of the population. The school expects its enrollment to be generally consistent with these trends.

Table 1. Target Community Race/Ethnicity Demographics

Location	Asian	Hispanic / Latino	Multiracial	White	Other
Idaho	1.2	20.5	3.5	72.2	2.5 ⁴
West Ada	2.6	14.3	5.1	74.8	3.2 ⁵
<5 miles from 1786 S. Topaz Way <u>primary attendance area</u>	3.6 <u>2.9</u>	13.3 <u>14.3</u>	5.1 <u>5.4</u>	74.5 <u>74.4</u>	3.7 ⁶ <u>3.3</u> ⁷
<5 miles from 3850 S. Black Cat Rd. <u>primary attendance area</u>	3.2 <u>5.3</u>	14.7 <u>10.7</u>	4.8	75.2 <u>76.5</u>	2.1 ⁸ <u>3.2</u> ⁹

to produce the findings shown above.

⁴ ~~Black/African American (1.2%), Native American/Alaskan Native (1.0%), and Native Hawaiian/Pacific Islander (0.3%).~~

⁵ ~~Black/African American (2.4%), Native American/Alaskan Native (0.4%), and Native Hawaiian/Pacific Islander (0.4%).~~

~~⁶ Black/African American (2.7%), Native American/Alaskan Native (0.5%), and Native Hawaiian/Pacific Islander (0.5%).~~

⁷ Black/African American (2.2%), Native American/Alaskan Native (0.5%), and Native Hawaiian/Pacific Islander (0.6%).

~~⁸ Black/African American (1.4%), Native American/Alaskan Native (0.2%), and Native Hawaiian/Pacific Islander (0.5%).~~

⁹ Black/African American (1.9%), Native American/Alaskan Native (0.4%), and Native Hawaiian/Pacific Islander (0.6%).

The Governing Board has also analyzed key student subgroups to ensure appropriate planning and resource allocation. Doral Academy Preparatory anticipates serving a student population in which approximately ~~6.0~~ 4.6 percent are English Learners, ~~30.0~~ 30.6 percent are students from low-income families, and ~~11.0~~ 10.1 percent are students with disabilities. These projections will guide the development of instructional supports, staffing, and intervention systems to ensure all students have access to a high-quality educational program.

Table 2. Target Community Special Populations

Location	English Learners	Students from Low-Income Families	Students with Disabilities
Idaho	7.0	44.0	13.0
West Ada	6.0	30.0	11.0
< 5 miles from 1786 S. Topaz Way <u>primary attendance area</u>	6.0 <u>4.7</u>	32.9 <u>31.9</u>	10.6 <u>10.3</u>
< 5 miles from 3850 S. Black Cat Rd. <u>primary attendance area</u>	4.3 <u>4.0</u>	25.7 <u>22.0</u>	8.0 <u>9.0</u>

Doral Academy Preparatory is committed to equitable access and strong outcomes for all students. The school will implement targeted supports and monitor subgroup performance to ensure alignment with state and federal requirements and the Idaho Public Charter School Commission’s [Performance Framework](#).

Student Demand

Doral Academy Preparatory anticipates that most of its students will be drawn from existing public schools located within ~~a five-mile radius of the proposed facility~~. its primary attendance area. To assess community need, the founding Board reviewed enrollment trends, school capacity, and publicly available academic performance data for nearby schools in the West Ada School District.¹⁰

~~While formal enrollment applications will not be collected until the approved enrollment period, the founding team has assessed local demand through family inquiries, community conversations, informational meetings, and feedback from prospective families interested in a secondary Doral Academy option. The school will continue to track prospective family interest, inquiry forms,~~

¹⁰ Data was obtained through the Idaho Department of Education’s [Idaho Report Card](#), compiled, and then averaged to produce the findings shown above.

~~attendance at informational meetings, and enrollment applications during the pre-opening year to evaluate demand and inform staffing, outreach, and program planning.~~

Recent survey results provide strong evidence of substantial family interest in Doral Academy of Idaho's proposed grades 6-12 campus. The school surveyed families of 156 students currently enrolled in grades 5-8 regarding their interest in attending the proposed new campus. To date, families representing 102 students have responded, yielding a response rate of approximately 65 percent. Of those respondents, families representing 95 students indicated that they would be interested in attending the new campus, while only three responded that they would not (four additional responses were blank). Accordingly, approximately 93 percent of responding families expressed interest in continuing with Doral into the proposed middle and high school program. Even when measured against the entire population surveyed, families representing approximately 61 percent of current grade 5-8 students have already affirmatively expressed interest.

These results are particularly meaningful because Doral's existing K-8 enrollment provides a natural pipeline of students who, absent an expanded secondary option, must leave the Doral educational model after completing eighth grade. The survey therefore provides direct evidence that a substantial portion of the school's current families value the opportunity to remain within the same school community, instructional model, culture, and educational program through grades 9-12. While survey responses are not binding enrollment commitments, they provide compelling support for the Governing Board's expectation that the proposed secondary campus will benefit from a meaningful base of returning Doral families.

The proposed enrollment plan is also intentionally phased to reduce the risk associated with projected demand. The school anticipates opening with a limited number of grade levels and gradually increasing enrollment as additional grades are added and actual demand is demonstrated. This approach allows the Governing Board to monitor applications, completed enrollment, retention, and family interest before committing to staffing and expenditures associated with higher enrollment levels.

After charter approval, Doral Academy Preparatory will build on this demonstrated family interest through broader, more intensive community outreach and an enrollment campaign throughout its primary attendance area. Planned efforts will include participation in community events, informational sessions for prospective families, outreach to local neighborhoods and community organizations, digital and social-media marketing, and other recruitment activities designed to

increase awareness of the proposed campus and its academic, extracurricular, and secondary-program offerings. These efforts will supplement the existing Doral family pipeline and expand awareness among families who are not currently part of the Doral Academy of Idaho community. During the pre-opening period, the Governing Board will continue to evaluate actual enrollment indicators, including applications, completed enrollment files, re-enrollment intentions of existing families, inquiries from prospective families, and other evidence of community interest. Staffing, budgeting, and other operating commitments will be aligned with confirmed enrollment rather than projected enrollment alone.

This analysis includes ~~eight~~ five middle¹¹ and ~~seven~~ three high¹² schools in the West Ada School District.¹³ While overall academic performance is generally consistent with state and local trends (see **Figure 3** below), the analysis indicates ongoing opportunities to improve student achievement and expand access to high-quality instructional models.

¹¹ ~~Compass Public Charter~~, Crossroads Middle School, Gem Prep Meridian, ~~Idaho Fine Arts Academy~~, Lake Hazel Middle School, Lewis and Clark Middle School, ~~Lowell Scott Middle School~~, ~~Meridian Middle School~~, and Victory Middle School.

¹² ~~Centennial High School~~, ~~Compass Public Charter School~~, Idaho Fine Arts Academy, ~~Meridian High School~~, Mountain View High School, and Renaissance High School, ~~and Virtual School House~~.

¹³ Although the schools identified in the analysis constitute the primary public school options for families in the target area, the founding team also reviewed other nearby public charter and nonpublic (private) school options to better understand the educational landscape available to families. Doral Academy Preparatory's review considered each school's grade levels served, programmatic focus, and proximity to the proposed facility location. Nearby public charter schools reviewed include Gem Prep Meridian, which serves grades 6-12, Meridian Medical Arts Charter High School, and Meridian Technical Charter High School, which serve grades 9-12. Nearby non-public (private) school options include Calvary Meridian Prep Academy and Cole Valley Christian Schools, serving grades 6-12.

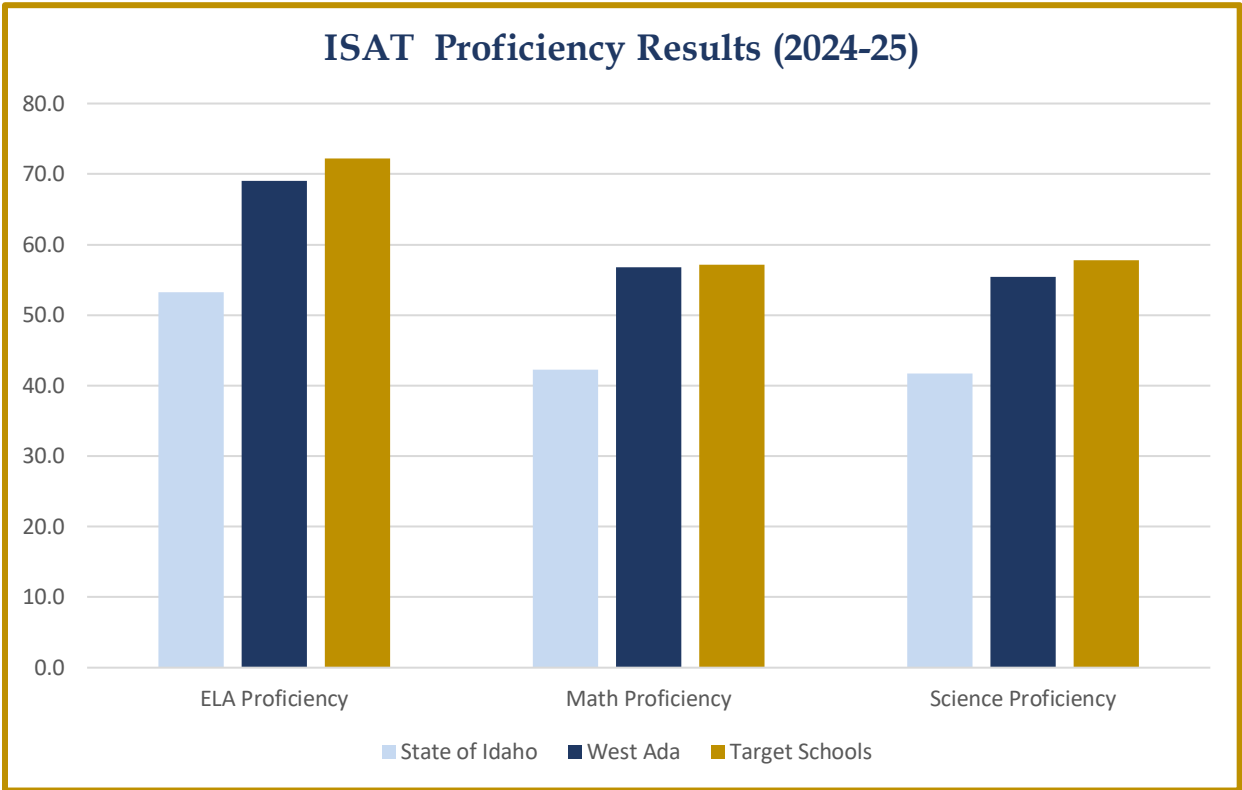
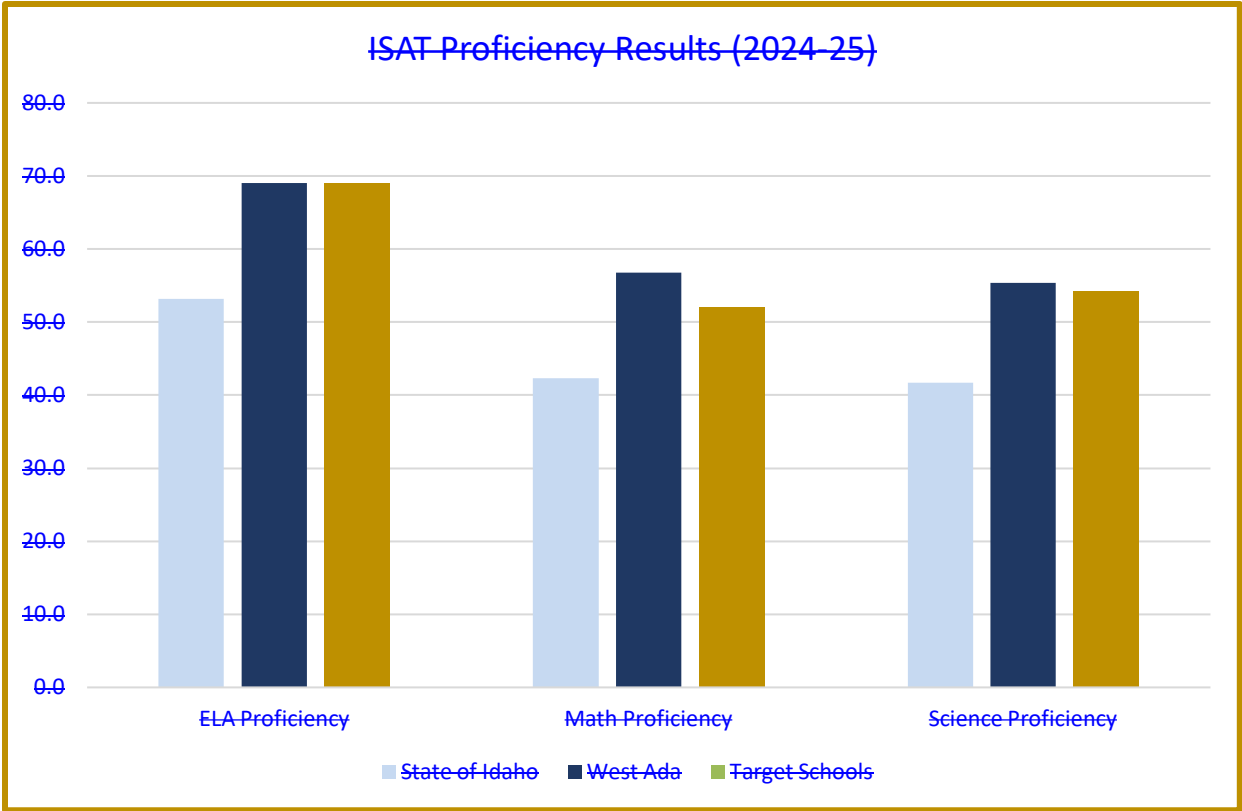


Figure 3. ISAT Proficiency Results (2024-25)

Doral Academy Preparatory will diversify the existing educational landscape by offering a comprehensive ~~secondary~~ public secondary charter model that combines rigorous college-preparatory academics, STEM and technology opportunities, project-based learning, student leadership, and a structured academic culture. While families in the target area have access to traditional district schools and other educational options, Doral Academy Preparatory will provide a distinct model designed around vertical alignment from middle school through high school, data-driven instruction, advanced academic pathways, and intentional preparation for postsecondary success. This combination of academic rigor, creative engagement, STEM exposure, and leadership development will help meet community demand for an additional high-quality public school option.

The effectiveness of this model is demonstrated by the performance of Doral Academy schools in other states, including Nevada¹⁴ and Florida¹⁵. Based on all-student proficiency data, Doral Academy campuses have demonstrated achievement levels that exceed both statewide averages (Nevada and Florida) and local traditional district averages (Clark, Washoe, and Miami-Dade counties) in English Language Arts, Mathematics, and Science. These outcomes reflect the strength of the Doral model's rigorous academic program, instructional systems, and student-centered culture.

¹⁴ Nevada data was obtained through the Nevada Department of Education's [Nevada Report Card](#), compiled, and then averaged to produce the findings shown above.

¹⁵ Florida data was obtained through the Florida Department of Education's [Accountability & Reporting](#) website, compiled, and then averaged to produce the findings shown above.

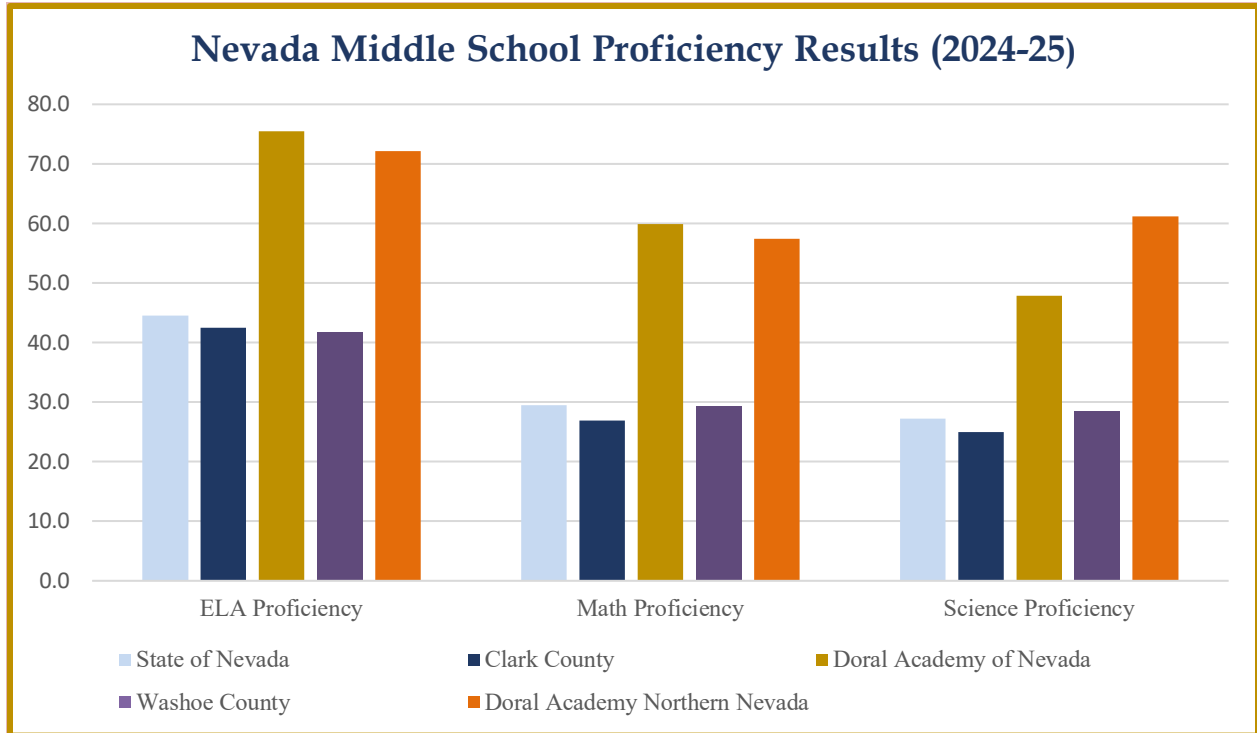


Figure 4. Nevada Middle School Proficiency Results (2024-25)

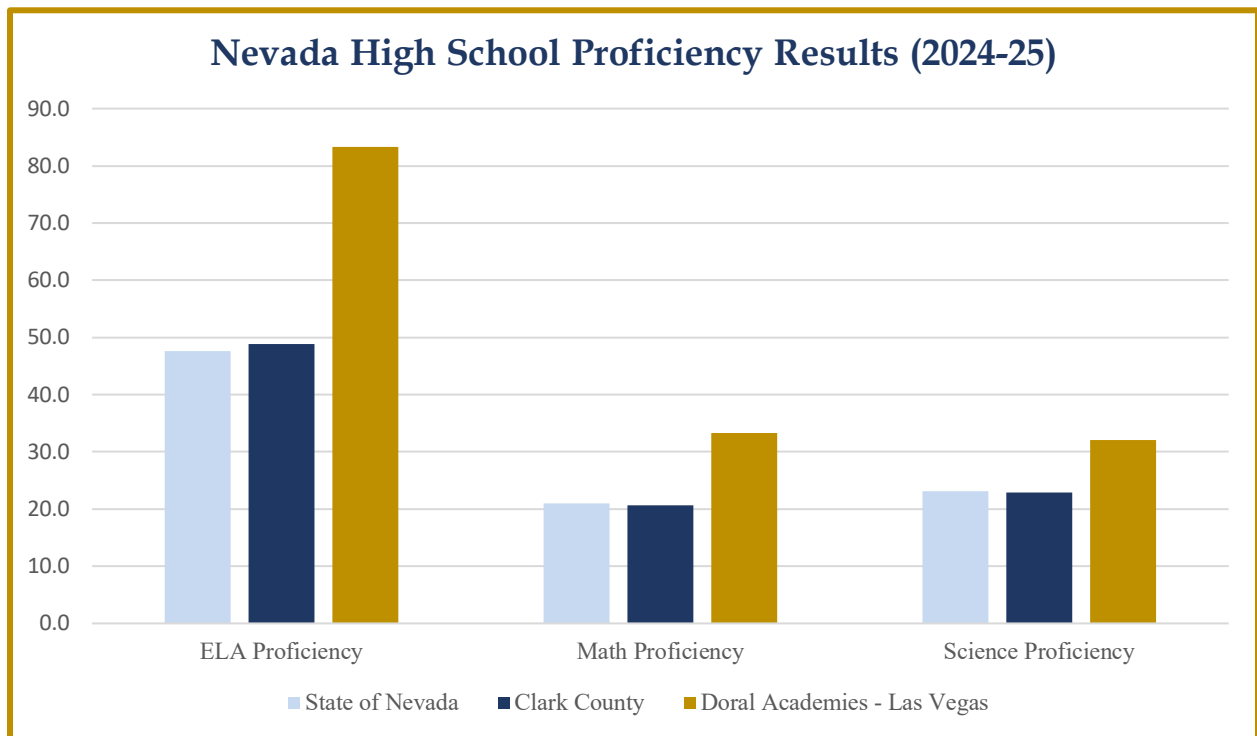


Figure 5. Nevada High School Proficiency Results (2024-25)¹⁶

¹⁶ Please note that Doral Academy's Northern Nevada campus in Washoe County does not currently offer high school grades.

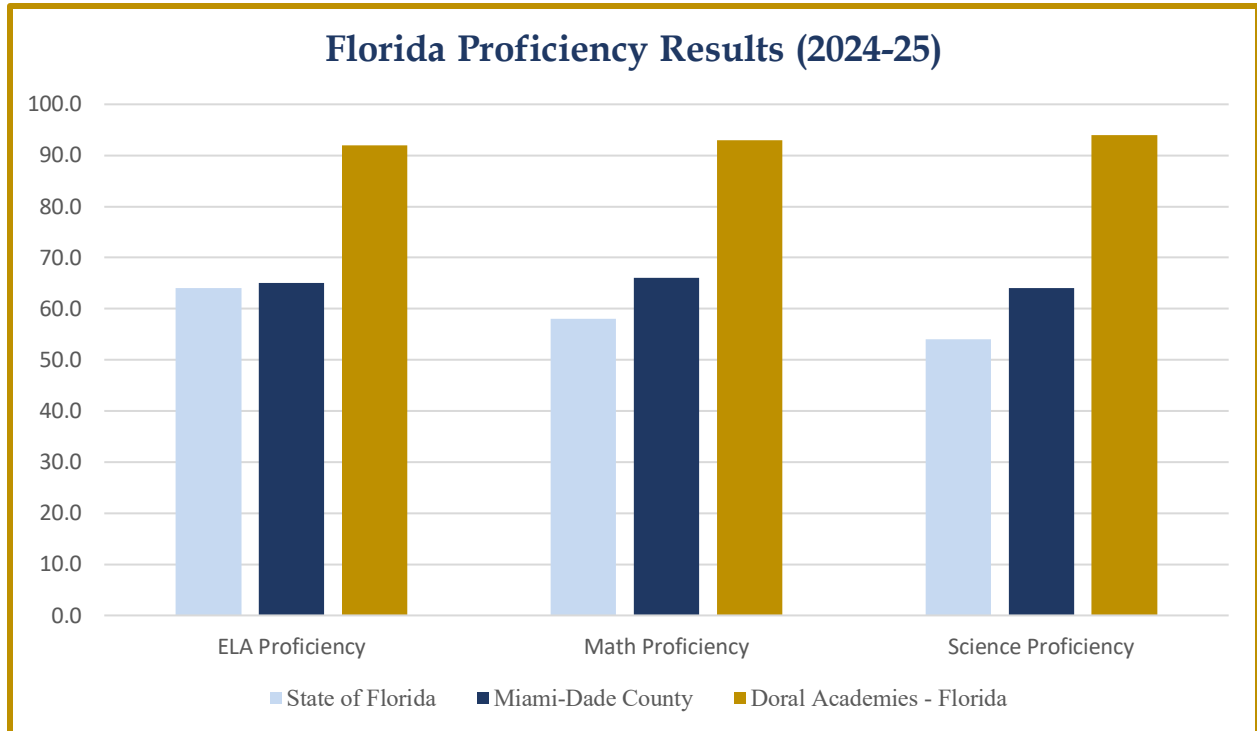


Figure 6. Florida Proficiency Results (2024-25)

These outcomes reflect the model’s ability to support rigorous instruction and strong student performance across diverse populations. Doral Academy Preparatory intends to implement this proven approach with fidelity to deliver similarly strong academic results and expand access to high-quality educational opportunities for students in the Meridian community. Doral Academy’s model has proven to produce meaningful gains for all students, including those with unique or specific needs.

Enrollment Capacity

Doral Academy Preparatory plans to open in fall 2027, initially serving students in grades 6 through 9. The school will expand by adding one grade level each year until it serves grades 6 through 12. At full buildout, projected for the 2033-34 school year, total enrollment is expected to reach 840 students.

This phased growth model is designed to support a strong and stable school launch, allowing the school to scale staffing, programming, and facilities in alignment with enrollment. It also ensures that systems and supports are implemented with fidelity while maintaining a focus on academic quality and organizational effectiveness.

Table 3. Projected Enrollment

Grade	2027-28	2028-29	2029-30	2030-31	2031-32
K	-	-	-	-	-
1	-	-	-	-	-
2	-	-	-	-	-
3	-	-	-	-	-
4	-	-	-	-	-
5	-	-	-	-	-
6	90	90	120	120	120
7	60	90	90	120	120
8	60	60	90	120	120
9	30	30	60	90	120
10	-	30	30	60	90
11	-	-	30	30	60
12	-	-	-	30	30
Total	240	300	420	570	660

Please see [Appendix A: Enrollment Chart](#) for additional information.

Community Partnerships and Local Support

Doral Academy Preparatory recognizes that strong community partnerships are essential to enhancing student learning and expanding access to high-quality educational experiences. These partnerships will support the school's academic program by providing students with opportunities to engage in enrichment activities, real-world learning, and extended learning experiences both during and beyond the school day.

As part of the planning process, Doral Academy Preparatory has begun engaging prospective families, community members, educators, and local stakeholders to better understand community needs and interest in a secondary Doral Academy option. These efforts include conversations with current DAI families, prospective families, local community partners, business and civic leaders, and educators familiar with the Doral Academy model. Feedback from these conversations has informed planning related to grade configuration, enrollment growth, transportation, academic programming, electives, college and career readiness, and the need for a strong middle and high school pathway for students seeking a rigorous public charter option.

The school will intentionally develop partnerships with local organizations, businesses, and community groups that align with its mission and educational model. These partnerships may support after-school programming, field-based learning opportunities, guest speakers,

mentorships, and other experiences that reinforce classroom instruction and promote student engagement.

The local Doral Academy has begun cultivating early relationships with community partners to expand educational opportunities for students and strengthen connections between the school and the broader community. These partnerships will be developed and evaluated to ensure they contribute meaningfully to student achievement and overall school success.

Enrollment and Marketing of Students

Doral Academy Preparatory will implement a comprehensive and equitable student recruitment and enrollment strategy designed to ensure broad awareness of the school and equal access for all interested families. The school will conduct outreach in accordance with Idaho law and will not discriminate on the basis of race, ethnicity, national origin, religion, gender, income level, disability, or academic ability.

Enrollment timelines, application windows, lottery dates, deadlines, and procedures will be prominently posted on the school's website, included in printed and digital outreach materials, shared at informational meetings, and communicated through community partners and public notices. If applications exceed available seats, enrollment will be determined through a public lottery process consistent with state requirements.

The school's recruitment plan combines traditional and digital marketing strategies to reach a wide, diverse audience. Printed materials will be distributed via direct mail and shared with community organizations, churches, and public spaces to ensure access for families who may be less connected to digital platforms. The school will also utilize a range of digital marketing tools, including targeted advertisements on platforms such as Facebook, Instagram, Google, and streaming services, to direct families to the school's website and enrollment information.

Doral Academy Preparatory will prioritize accessibility in all outreach efforts. Marketing materials and the school's website will be available in multiple languages as needed, and messaging will clearly communicate that all students are welcome to apply, including those who are economically disadvantaged, English Language Learners, or students with disabilities. Informational meetings and open houses will be scheduled at various times and locations to accommodate diverse family schedules and needs.

The school will also engage in community-based outreach to build awareness and trust within the local community. This includes hosting informational sessions, distributing materials at public

locations such as libraries and community centers, and building relationships with local organizations and community leaders. Press releases and public service announcements will be used to promote key enrollment dates and school events. On-site signage will provide clear information about the school and how to apply.

If needed, Doral Academy Preparatory may use a start-up loan from Academica to cover initial operating expenses during the incubation year. Any such loan would be reviewed and approved by the Governing Board and structured to ensure financial sustainability and compliance with applicable laws and regulations. A portion of these funds may be allocated to support initial outreach and marketing efforts to ensure broad and equitable awareness of the school’s enrollment opportunities. Please see [**Appendix H1: Draft Promissory Note**](#).

Table 4. Start-Up Marketing Plan

Timeline	Item	Cost
October 2026 – December 2026	Develop school website, including creation of the school’s logo, brand identity, and related visual and marketing materials	\$4,000
October 2026 – December 2026	Create a Facebook page and other possible social media outlets	\$0
October 2026 – December 2026	Create and print flyers/brochures with information about the educational program	\$2,500
October 2026 – March 2027	Continue conversations with business and community leaders about the School and its purpose.	\$0
November 2026 – June 2027	Host informational nights for potential families and collect contact information	\$500
December 2026 – June 2027	Purchase banners to place at the school site upon approval	\$2,500
December 2026 – March 2027	Distribute press releases announcing approval of the school and to promote the open enrollment period	\$700
December 2026 – March 2027	Create and distribute direct mail pieces that include additional information about enrollment procedures	\$1,500
December 2026 – March 2027	Run social media ads	\$1,100
December 2026 – August 2027	Host various informational nights for parents interested in learning more about the school program and enrollment procedures	\$200

Following the school’s opening, Doral Academy Preparatory will continue to expand outreach through partnerships with families, community organizations, and local leaders. These stakeholders will be encouraged to share enrollment information within their networks to ensure continued access and awareness. All recruitment efforts will be designed to reach the full

community, including families that may be traditionally underserved, ensuring that all students have a fair opportunity to enroll.

Through this comprehensive and inclusive approach, Doral Academy Preparatory will promote equitable access, maintain compliance with state requirements, and support the development of a diverse and representative student body.

Targeted Outreach and Recruitment of Underserved Populations

Doral Academy Preparatory will also implement targeted outreach efforts to ensure that all families, including those who are historically underserved or harder to reach, have equitable access to enrollment information and opportunities. These efforts are designed to support compliance with state and federal requirements and to promote a student population that reflects the diversity of the surrounding community.

The school will intentionally focus its outreach on families who may face barriers to accessing education, including economically disadvantaged households, English Language Learners, students with disabilities, and families with limited access to technology or transportation. Outreach strategies will include distributing translated materials, partnering with community-based organizations, and engaging directly through local events, faith-based organizations, and service agencies. Informational sessions will be offered at varied times and accessible locations to accommodate different work schedules and family needs.

Doral Academy Preparatory will ensure that all marketing materials clearly communicate that the school is open to all students and that specialized services, including special education and English language development supports, are available. The school will also utilize multiple communication channels, including print, digital, and in-person outreach, to reduce barriers to participation and ensure broad awareness.

The effectiveness of targeted outreach efforts will be monitored through application and enrollment data, including subgroup representation. The school will use this information to refine its recruitment strategies over time and ensure that outreach efforts are effectively reaching all segments of the community.

Through these intentional and inclusive practices, Doral Academy Preparatory will promote equitable access to enrollment and ensure that all families have a fair opportunity to participate in the school's unique educational program.

Transportation

Doral Academy Preparatory plans to provide transportation services to support student access and reduce barriers to enrollment. Doral Academy Preparatory currently has a transportation agreement with Brown Bus Company, which provides two buses for the existing Doral campus. A copy of Doral Academy's current agreement with Brown Bus Company is included as **Appendix H10: Brown Bus Company Contract**. The current agreement is structured as a multi-year contract and includes flexibility to add additional buses as enrollment and student transportation needs increase over time.

Based on the school's experience with this provider and current transportation operations, the school anticipates utilizing a similar model for the new campus. Budget projections reflect estimated transportation costs and assume historical state reimbursement rates, which significantly offset the operational costs of providing transportation services.

Final routes, stops, and schedules will be determined based on student enrollment patterns, family demand, safety considerations, and operational efficiency. The school will prioritize transportation planning to support equitable access for students across the primary attendance area, particularly for families who may otherwise face barriers to enrollment due to distance, work schedules, or limited transportation options. The Governing Board will approve any amendment or new transportation agreement before services begin.

The Governing Board will continue to monitor enrollment trends, route efficiency, and family demand to determine whether additional transportation capacity is necessary. Any expansion of transportation services will be implemented in compliance with Idaho law and in a manner that supports both operational efficiency and equitable student access.

Currently, Doral Academy Preparatory has no other executed or proposed contracts, Memoranda of Understanding, or similar agreements with additional service providers. If Doral Academy Preparatory requires services already provided to Doral Academy of Idaho, such as transportation services under the existing agreement with Brown Bus Company, the Governing Board anticipates evaluating whether those vendor relationships may be amended or supplemented to include services for the Doral Academy Preparatory campus.

The Governing Board will review any amendment, supplement, or new service arrangement for scope, pricing, capacity, service terms, and alignment with the school's operational needs, and would approve it before the school is bound.

Priority Enrollment Groups and Equitable Selection

~~Doral Academy Preparatory will implement enrollment procedures and preferences in full compliance with Idaho Code §33-5206 and IDAPA 08.02.04.203. If the number of applicants exceeds available seats, the school will conduct a public lottery. Enrollment preferences will be applied in the following order, as permitted by law and outlined in Board policy:~~

- ~~• First Priority: Returning students and the children of founders and full-time employees, subject to the statutory limitation that the combined enrollment of children of founders and employees will not exceed ten percent of total enrollment.~~
- ~~• Second Priority: Siblings of currently enrolled students.~~
- ~~• Third Priority: Students residing within the school's defined primary attendance area, if applicable.~~
- ~~• Fourth Priority: All other applicants.~~

~~As permitted under the Idaho Administrative Code, the school may also apply a weighted lottery preference for educationally disadvantaged students if approved and implemented in accordance with its charter. These groups may include students who are economically disadvantaged, homeless or in foster care, students with disabilities, English Language Learners, and students identified as at-risk under Idaho Code. Any such weighted preferences will be applied transparently and in compliance with applicable laws and will not override statutory priority categories.~~

~~All enrollment processes will be conducted in a fair, open, and non-discriminatory manner. The school will ensure that families are clearly informed of enrollment procedures, timelines, and preferences, and that all processes are documented and aligned with state requirements.~~

Doral Academy Preparatory will conduct enrollment in accordance with Idaho Code 33-5206, the Commission's approved equitable selection procedures, the school's performance certificate, and Governing Board policy. The school will establish and publicly communicate an annual enrollment deadline and grade-level enrollment capacity. If the number of timely applications does not exceed the number of available seats in a grade, the school will offer enrollment to all eligible applicants for that grade. If timely applications exceed available seats, the school will conduct a publicly noticed equitable selection process.

Initial Year of Operation

For the school's initial year of operation, enrollment preferences may be applied in the following order, to the extent authorized by law and incorporated into the school's approved charter and performance certificate:

1. Children of the school's founders, with children of full-time employees included within this priority group, subject to the applicable statutory limitation;
2. Siblings of students already selected through the equitable selection process;
3. Students seeking to transfer from another Idaho public charter school or authorizer at which they have been enrolled for at least one year, provided that an applicable written agreement authorizing the preference is in effect;
4. Students residing within Doral Academy Preparatory's defined primary attendance area; and
5. All other applicants through an equitable selection process, such as a lottery or other random method.

Doral Academy Preparatory does not presently anticipate relying on a charter-transfer preference unless the Governing Board enters into a written agreement that satisfies Idaho law.

Subsequent School Years

For the second and subsequent years of operation, returning students will receive first priority. Remaining available seats may then be filled according to the preference categories applicable to initial enrollment, including the legally authorized sibling, founder and full-time employee, qualifying charter-transfer, primary-attendance-area, and general applicant categories. Doral Academy Preparatory will conduct a new equitable selection process each year to fill available seats.

Weighted Lottery

To promote equitable access, Doral Academy Preparatory may implement a weighted lottery, subject to inclusion in its approved charter and performance certificate and compliance with applicable law. Any approved weighting may provide an enrollment preference for statutorily identified educationally disadvantaged students, including students living at or below 185 percent of the federal poverty level, students experiencing homelessness or foster care, children with disabilities as defined by Idaho law, students with limited English proficiency, and students identified as at risk under Idaho law.

The school will also establish enrollment procedures applicable to dependents of members of the United States Armed Forces who have received transfer orders to Idaho, consistent with Idaho Code §33-5206.

The Governing Board will administer all enrollment and lottery procedures in a transparent, nondiscriminatory manner. The Governing Board will review its enrollment policy before each enrollment cycle and revise its procedures as necessary to remain consistent with then-current law, Commission requirements, and the school's performance certificate.

The Commission's current model procedures emphasize public notification within the defined primary attendance area, annual capacity and enrollment deadlines, annual equitable selection when demand exceeds available seats, and a new waitlist process each year.

Doral Academy Preparatory will not use disability, English proficiency, economic status, academic history, or need for specialized services to exclude or discourage any student from applying. Enrollment will be administered in accordance with the equitable selection procedures and priority categories described herein. The Board will implement any weighted lottery preference for educationally disadvantaged students only as authorized by Idaho law and the school's approved charter and performance certificate.

II. EDUCATIONAL PROGRAM

Educational Philosophy

Doral Academy Preparatory will expand Doral Academy’s proven educational model to serve students in grades 6-12 through a vertically aligned secondary program focused on academic excellence, leadership development, and college and career readiness. The school’s philosophy is grounded in the belief that students achieve at high levels when they are challenged by rigorous instruction, actively engaged in meaningful learning, and supported in a safe, structured, and student-centered environment. Building on the success of Doral Academy in Meridian and the broader Doral Academy network, Doral Academy Preparatory will implement a rigorous college preparatory educational program that combines strong instructional systems, high academic expectations, project-based learning, and STEM learning opportunities to prepare students for success in postsecondary education, future careers, and civic life.

The school’s instructional model will emphasize strong academic foundations, high expectations, and meaningful opportunities for creativity, collaboration, innovation, and student engagement. Instruction will be aligned to the [Idaho Content Standards](#) (ICS) and designed to prepare students for success on the Idaho Standards Achievement Test (ISAT), while also developing the broader academic habits and skills necessary for long-term achievement beyond standardized assessments. Students will be expected to engage deeply with academic content through critical thinking, analytical writing, research, discussion, inquiry, problem-solving, collaboration, effective communication, and the real-world application of knowledge across all content areas.

The [Doral Academy](#) model integrates the arts as a strategy to strengthen student engagement and enrich instruction across the curriculum. Teachers incorporate visual arts, media production, movement, design, and other creative approaches to help students access complex content. These strategies will support creativity, innovation, collaboration, and higher-order thinking while remaining firmly connected to academic standards and measurable student outcomes.

Doral Academy Preparatory will also incorporate integrated STEM learning opportunities that promote technology fluency, scientific inquiry, engineering and design thinking, digital literacy, and analytical problem-solving. Through inquiry-based learning, interdisciplinary projects, research, presentations, and real-world problem-solving experiences, students will be encouraged to apply academic knowledge in ways that reflect the demands of higher education and an increasingly technology-driven workforce.

The school will educate the whole child by supporting students' intellectual, social, emotional, and creative development. A structured system of academic support, including data-driven instruction, ongoing progress monitoring, differentiated instruction, targeted intervention, and a Multi-Tiered System of Supports (MTSS), will help ensure that students receive timely assistance and appropriate opportunities for acceleration. This approach reflects the school's commitment to maintaining high expectations while providing the support necessary for students with diverse learning needs, backgrounds, and interests to succeed.

As students progress through middle and high school, the educational program will place increasing emphasis on intellectual independence, personal responsibility, leadership, and postsecondary readiness. Students will be encouraged to take ownership of their learning through academic goal setting, reflection, collaboration, service, and participation in school and community activities. High school students will have opportunities to pursue advanced coursework, honors and accelerated pathways, college and career exploration, leadership experiences, and capstone-style projects that demonstrate readiness for future success. As enrollment and programming develop, the school also intends to expand opportunities in Advanced Placement coursework, dual-enrollment partnerships, and college and career advising.

Doral Academy Preparatory will intentionally cultivate a strong college-going culture beginning in middle school. The school will promote character development, civic responsibility, respect, resilience, and student leadership while fostering school pride through extracurricular activities, service-learning opportunities, and student organizations. Through a safe, supportive, and academically rigorous environment, the school seeks to help students become confident learners, effective communicators, thoughtful citizens, and capable leaders prepared for success in college, career, and life.

Mission

The mission of Doral Academy Preparatory is to provide a rigorous, college-preparatory educational setting that cultivates student success through creativity and innovation, instills a belief in their own efficacy, and prepares them to make a positive impact on their local and global communities.

Vision

The vision of Doral Academy Preparatory is to set the standard for outstanding student achievement by fostering a safe, nurturing, and college-minded academic environment.

Mission-Specific Standards

In addition to Idaho academic standards and required accountability measures, Doral Academy Preparatory will monitor mission-specific outcomes aligned with its commitment to creativity, innovation, leadership, college and career readiness, and positive community impact. These standards are intended to reinforce the school's mission while complementing, rather than replacing, state academic expectations.

Doral Academy Preparatory's mission-specific standards will include:

1. Students will demonstrate creativity and innovation through multimodal, STEM, project-based, or interdisciplinary learning experiences.
2. Students will demonstrate effective communication, collaboration, critical thinking, and problem-solving through classroom projects, presentations, research assignments, and performance-based assessments.
3. Students will participate in leadership, service-learning, extracurricular, or community-based activities that support civic responsibility and school engagement.
4. Students will engage in college and career readiness activities, including academic goal setting, portfolio development, student-led conferences, postsecondary planning, advanced coursework exploration, or career awareness activities.
5. Students will demonstrate growth in personal efficacy, responsibility, and ownership of learning through reflection, progress monitoring, academic planning, and participation in schoolwide culture-building activities.

Progress toward these mission-specific standards may be measured through student portfolios, capstone-style projects, classroom performance tasks, participation data, student-led conferences, advisory activities, service-learning records, student and family surveys, and other school-based measures.

Student Academic Achievement Standards

Doral Academy Preparatory is committed to improving academic achievement in the proposed community by implementing a structured, data-driven instructional model that combines rigorous standards-aligned instruction with timely intervention, enrichment, and acceleration. Because the surrounding community already includes schools with generally strong performance, the school will focus not only on meeting state proficiency expectations but also on increasing year-over-year growth, closing achievement gaps, and preparing students for advanced coursework and

postsecondary success. Guided by its mission and vision, Doral Academy Preparatory has established clear, measurable, and ambitious academic goals that emphasize high expectations, strong literacy and numeracy skills, analytical writing, STEM learning, project-based instruction, frequent progress monitoring, and meaningful support for students across all grade levels and student populations.

By the third year of operation, Doral Academy Preparatory will seek to ensure that at least 75 percent of students in grades 6 through 12 demonstrate proficiency or higher on the ISAT in English Language Arts, at least 65 percent demonstrate proficiency or higher in Mathematics, and at least 65 percent demonstrate proficiency or higher in Science. These targets reflect the school's commitment to meeting or exceeding statewide performance levels while remaining competitive with the West Ada School District, where academic performance has historically exceeded state averages.

The school will also place strong emphasis on closing achievement gaps while maintaining rigorous expectations for all students. If achievement gaps exist between identified at-risk student groups, including economically disadvantaged students, English language learners, and students with disabilities, and the general student population, Doral Academy Preparatory will reduce those gaps by at least 30 percent within three years. Progress toward this goal will be measured through ISAT results, interim benchmark assessments, classroom-based data, and other applicable measures of student growth. These data points will allow school leaders and instructional staff to identify trends, adjust instruction, provide timely interventions, and monitor whether all student groups are making meaningful academic progress.

In addition to proficiency targets, Doral Academy Preparatory will incorporate student growth measures to ensure that academic success is evaluated fairly and comprehensively. Because students may enroll with different levels of academic readiness, the school will monitor both proficiency and growth to determine whether students are making appropriate progress toward grade-level expectations. If incoming students perform below grade level, the school will establish additional growth targets and intervention benchmarks to ensure that students make measurable progress and remain on track to meet long-term academic goals. This balanced approach will help the school maintain ambitious proficiency expectations while also recognizing the importance of year-over-year student growth.

These achievement standards were developed through a review of current academic performance in the surrounding community and reflect goals that are both ambitious and attainable. Doral Academy Preparatory recognizes that local district performance is relatively strong and that the school must therefore be prepared to demonstrate both competitive proficiency outcomes and consistent student growth. The governing board and school leadership will annually review academic performance data to evaluate progress toward these goals, determine whether targets should be refined, and ensure continued alignment with the school's mission, instructional model, and applicable performance frameworks.

The school recognizes that Science performance may vary from year to year due to the limited number of grade levels assessed through the ISAT. To support consistent long-term performance in Science, Doral Academy Preparatory will intentionally strengthen science instruction across grade levels through inquiry-based learning, academic vocabulary development, and literacy integration in science and technical subjects. Students will be expected to read, write, analyze, and communicate using discipline-specific content and evidence, thereby building the background knowledge and analytical skills necessary for success in Science and across the broader curriculum.

Doral Academy Preparatory's instructional model is grounded in the belief that strong literacy and numeracy skills are essential to achievement in every subject area. Accordingly, the school will emphasize explicit instruction in reading, writing, mathematical reasoning, problem-solving, research, and communication across the curriculum. Multimodal instruction, STEM learning, interdisciplinary projects, and real-world application will be used strategically to increase engagement, deepen conceptual understanding, and help students demonstrate mastery in meaningful ways. These instructional strategies will complement, rather than replace, a clear focus on core academic skills, standards-based instruction, and measurable academic outcomes.

To support progress toward its achievement goals, school leadership and faculty will regularly monitor student performance using state assessment results, interim benchmark data, classroom assessments, progress-monitoring tools, and teacher collaboration. Data will be reviewed to identify students in need of intervention or acceleration, evaluate the effectiveness of instructional strategies, and inform decisions regarding curriculum, staffing, professional development, and student supports. Through differentiated instruction, targeted intervention, and MTSS, the school will provide timely academic assistance while maintaining high expectations for all students.

Doral Academy Preparatory will also measure student and family perceptions of academic rigor and individual support as part of its ongoing improvement process. The school will aim for at least 90 percent of students and families to report satisfaction with the level of individual support and the rigor of the academic program on annual surveys. These survey results will be reviewed alongside academic data to help school leadership evaluate whether students are both challenged and supported within the school's college preparatory environment.

Doral Academy Preparatory will measure academic proficiency primarily through ISAT results in English Language Arts, Mathematics, and Science, supplemented by interim benchmark assessments and classroom-based measures. Academic growth will be measured through benchmark and diagnostic assessment data, progress-monitoring tools, classroom assessments, and year-over-year performance trends. Achievement-gap reduction will be measured by comparing ISAT results, interim assessment data, and other applicable growth indicators for identified student groups against the general student population. Student and family satisfaction with academic rigor and support will be measured through annual surveys.

Through these academic achievement standards, Doral Academy Preparatory will hold itself accountable for strong student outcomes, continuous improvement, and equitable academic growth. By combining ambitious proficiency goals, meaningful growth measures, data-driven instruction, targeted intervention, and a rigorous college preparatory instructional model, the school will work to ensure that all students are prepared for success in secondary school, postsecondary education, future careers, and civic life.

Key Design Elements, Curricula, Tools, and Instructional Methods

Doral Academy Preparatory's educational program will be delivered through a combination of standards-aligned curriculum, high-quality instructional materials, data-driven instruction, multimodal strategies, project-based learning, STEM and technology integration, and structured academic supports. Instructional materials will be selected to align with the [Idaho Content Standards](#), support vertical alignment across grades 6 through 12, and provide teachers with the flexibility to supplement core resources with texts, digital tools, projects, research activities, and real-world applications that meet student needs. The school's planned instructional methods are designed to be both rigorous and engaging, combining proven academic systems with innovative strategies that promote creativity, collaboration, critical thinking, and student ownership of learning.

Replicated Educational Model & Affiliation

Doral Academy Preparatory will replicate the core elements of Doral Academy's established educational model while adapting implementation to meet the needs of students, families, and the local Idaho community. The Doral Academy affiliation is a key partnership that will support curriculum development, instructional planning, professional learning, and the implementation of effective schoolwide practices. Through this affiliation, Doral Academy Preparatory will benefit from an experienced educational network associated with high academic expectations, strong instructional systems, college preparation, student leadership, arts integration, STEM opportunities, and a positive academic culture, while maintaining local governance and school-level decision-making authority through its Governing Board and Principal. Please see [**Appendix H2: Doral District Membership Agreement**](#) for additional information.

The Doral Academy model is not limited to a single instructional feature or programmatic emphasis. Rather, it reflects a comprehensive college-preparatory approach that combines rigorous standards-aligned academics with meaningful opportunities for creativity, collaboration, innovation, leadership, and student engagement. Instruction will emphasize critical thinking, analytical writing, research skills, problem-solving, communication, and the real-world application of knowledge across all content areas. This balanced approach will allow Doral Academy Preparatory to provide a strong secondary academic program that prepares students for success in high school, postsecondary education, future careers, and civic life.

Standards-aligned Curriculum

Doral Academy Preparatory will implement a standards-aligned curriculum that reflects the rigor of the ICS. Because Idaho has adopted the Common Core State Standards as the ELA and Mathematics components of the ICS, the Doral Academy model aligns well with Idaho's expectations for college and career readiness. Instruction will be designed to ensure that students build strong foundational skills in literacy and mathematics while applying those skills across science, social studies, the arts, and other content areas. Course scope and sequence documents will be developed to ensure vertical alignment across grades 6 through 12 and to support a coherent progression of academic skills as students move from middle school into high school.

High-quality Instructional Materials

The school will use high-quality textbooks, supplemental resources, technology tools, and other instructional materials that are aligned to applicable standards and selected to support student

learning across content areas. These materials will provide teachers with a consistent instructional foundation while allowing flexibility to incorporate additional texts, projects, digital resources, research activities, and real-world applications that meet student needs. The Principal, instructional staff, and Governing Board, with support from the Doral Academy affiliation, will review and select materials that are rigorous, developmentally appropriate, aligned to Idaho standards, and supportive of the school's college-preparatory mission.

Data-driven Instruction

Doral Academy Preparatory will implement a data-driven instructional model to monitor student progress, identify academic needs, and guide instructional decision-making. The school will use interim assessments, classroom-based assessments, state assessment data, and other progress monitoring tools to evaluate student performance and adjust instruction accordingly. Teachers and administrators will use data-driven instructional practices, frequent progress monitoring, and targeted intervention systems to ensure students receive timely academic support and opportunities for acceleration. Data will also inform teacher collaboration, professional development, instructional groupings, intervention planning, enrichment opportunities, and continuous improvement at the classroom, grade-level, and schoolwide levels.

Multimodal Instructional Strategies

Multimodal instructional strategies will serve as an important component of Doral Academy Preparatory's broader college-preparatory model. Teachers may incorporate visual, auditory, kinesthetic, digital, collaborative, discussion-based, project-based, and experiential approaches when those strategies reinforce academic content and support student understanding. Multimodal instruction will be used strategically to increase student engagement, deepen conceptual understanding, support diverse learning needs, and allow students to access, process, and demonstrate learning in multiple ways. This approach will complement, rather than replace, rigorous standards-based instruction and will remain connected to measurable academic outcomes.

Project-based Learning Strategies

Doral Academy Preparatory will also incorporate project-based learning strategies to increase student engagement, deepen conceptual understanding, and strengthen critical thinking across core academic subjects. Students will engage in learning experiences that require them to investigate complex questions, conduct research, collaborate with peers, communicate findings, and apply knowledge in authentic and relevant ways. These projects will be intentionally tied to academic

standards and learning outcomes so that creativity, inquiry, and collaboration support mastery of rigorous content.

College and Career Readiness

Doral Academy Preparatory will cultivate a college-going culture beginning in middle school through academic planning, goal-setting, exposure to postsecondary opportunities, and access to rigorous coursework aligned to college and career expectations. Students will be encouraged to take ownership of their academic progress through individual graduation planning, student-led conferences, academic reflection, portfolio development, and regular review of progress toward long-term goals.

As students advance through high school, Doral Academy Preparatory intends to provide honors and advanced coursework, academic acceleration opportunities, college and career advising, SAT and ACT preparation, career exploration activities, and structured postsecondary planning. As enrollment and programming capacity grow, the school will explore Advanced Placement coursework, dual-enrollment opportunities, Idaho college partnerships, career and technical pathways, and other programs that expand access to advanced academic and career-connected learning. These opportunities will help students understand postsecondary options, build academic confidence, and prepare for success beyond high school.

STEM, Technology, and Innovation

The school will provide integrated STEM learning opportunities designed to strengthen analytical thinking, innovation, collaboration, and technology fluency. Students will engage in instructional experiences that promote scientific inquiry, engineering and design thinking, exposure to coding and computer science, digital citizenship, responsible technology use, and problem-solving across disciplines. These opportunities will help students develop the technical, analytical, and creative skills necessary for success in higher education and an increasingly technology-driven workforce. STEM and technology integration will be incorporated across the curriculum through inquiry-based projects, research activities, digital tools, presentations, data analysis, and real-world problem-solving experiences. By balancing STEM, multimodal instruction, rigorous academics, and college-preparatory expectations, Doral Academy Preparatory will provide students with a comprehensive instructional program that is broad, challenging, and responsive to the demands of modern secondary education.

Academic Culture and Student Support

Doral Academy Preparatory will maintain a structured academic culture grounded in high expectations, academic accountability, and continuous improvement. The school will implement MTSS, differentiated instruction, targeted intervention, and enrichment opportunities to ensure students receive appropriate support and challenge. Faculty will regularly review student data, communicate with families, and collaborate to address academic needs before students fall significantly behind.

Parent communication will be an important part of the school's academic support system. Teachers and administrators will keep families informed of student progress, academic expectations, intervention needs, and opportunities for acceleration. This partnership between school and home will help reinforce student accountability, promote consistent support, and strengthen the school's college-preparatory culture.

Student Leadership and School Culture

The school will promote a positive and student-centered culture that encourages leadership, civic responsibility, character development, and meaningful participation in school and community activities. Students will have opportunities to participate in clubs, organizations, student government, service-learning activities, leadership programs, and, when appropriate, organizations such as the National Honor Society. These experiences will help students develop confidence, responsibility, collaboration skills, school pride, and a commitment to contributing positively to their community.

The Doral Academy Affiliation Agreement will further support implementation of these key design elements by providing access to best practices, instructional resources, curriculum guidance, multimodal instructional strategies, data-driven instructional systems, Positive Behavioral Support practices, and staff training aligned to the Idaho Content Standards. This support may include assistance with standards alignment, development of school-specific course scope-and-sequence documents, implementation of instructional strategies, use of assessment data, and professional learning for teachers and school leaders to ensure that the Doral model is implemented in a manner consistent with Idaho's academic expectations and the needs of local students.

At the same time, the model preserves appropriate flexibility for Doral Academy Preparatory's Governing Board and Principal to make decisions that reflect the needs of the local community.

School leadership will be able to develop course sequences, select instructional materials, determine and refine appropriate instructional strategies and STEM opportunities, and adjust academic supports based on student data and community needs. This balance of network support and local responsiveness allows Doral Academy Preparatory to draw upon a proven educational model while building a secondary school program specifically designed for its students, families, and community.

Through this replicated model, Doral Academy Preparatory will provide rigorous, standards-aligned, data-informed, multimodal, and STEM-enriched college-preparatory instruction that promotes academic achievement, creativity, leadership, student engagement, and long-term college- and career-readiness.

Awards and Distinctions

Doral Academy schools have established a strong record of academic achievement, organizational performance, and recognition at both the state and national levels. Across Florida and Nevada, Doral schools have consistently earned high ratings for student achievement, college readiness, school performance, and arts-integrated programming. These distinctions demonstrate the strength and scalability of the Doral educational model that Doral Academy Preparatory seeks to replicate. Several Doral Academy high schools in Florida have received national recognition from organizations such as [U.S. News & World Report](#), [Niche](#), and [GreatSchools](#). For example, Doral Academy Charter High School has consistently ranked among the top charter and public high schools in Florida and the nation. Recent rankings placed the school among the top charter high schools in America and among the top public high schools in Florida. Likewise, Doral Performing Arts & Entertainment Academy has earned statewide and national recognition for both academics and arts education, including rankings among Florida's top charter high schools and top high schools for the arts.

Doral schools have also demonstrated strong outcomes for diverse student populations. Doral Academy schools in Florida serve substantial populations of minority and economically disadvantaged students while maintaining strong graduation rates, college readiness indicators, and academic performance. School profile data and public rankings have highlighted Doral schools' success in Advanced Placement participation, scholarship attainment, and graduation outcomes, further reinforcing the network's emphasis on rigorous academics, postsecondary readiness, and equitable student achievement.

The Doral network has additionally earned recognition for sustained organizational quality and school performance. [Doral Academy Preparatory School](#) in Florida has been recognized as a four-time National Blue Ribbon School and has been repeatedly identified as one of the nation’s highest-performing schools by major educational publications. In Nevada, multiple Doral Academy campuses have earned the highest possible ratings under the Nevada School Performance Framework.¹⁷ Most recently, all thirteen Doral Academy of Nevada schools earned 5-star ratings, reflecting strong academic achievement and organizational performance across the network. In addition, [Doral Academy Red Rock](#) has been recognized as one of Nevada’s top-performing public schools and has appeared in regional “[Best of Las Vegas](#)” rankings.

These accomplishments reflect more than isolated school success or external recognition. They are the result of a replicable school model supported by strong instructional systems, clear academic expectations, effective school leadership, and a culture of continuous improvement. The Doral Academy model is supported by structured instructional coaching, ongoing professional development, collaborative data analysis, academic monitoring systems, and clearly defined schoolwide expectations that help ensure consistency across classrooms and campuses. Teachers and school leaders use common assessments, progress monitoring tools, and regular data review cycles to identify student needs, adjust instruction, and provide timely intervention or acceleration. The model also emphasizes teacher collaboration and leadership development as key drivers of school quality. Faculty members work together to review student performance data, align instruction to standards, share effective practices, and strengthen instructional delivery. School leaders support this work through observation, feedback, professional learning, and academic accountability systems that promote continuous improvement. These operational practices help translate the Doral model from a set of programmatic features into a schoolwide functioning system that supports strong student outcomes over time.

Doral Academy Preparatory will benefit from access to this established network of high-performing schools, experienced educational leaders, and proven operational practices. Through its partnership with [Doral Academy, Inc.](#) and [Doral Academy of Nevada](#), the school will replicate the instructional systems, leadership practices, data-driven processes, and student-centered culture that have contributed to the sustained success and recognition of Doral schools nationwide. By

¹⁷ Under the Nevada Department of Education’s [Nevada School Performance Framework](#) (NSPF), a 5-star school is considered a school that is “superior” and exceeds expectations for all students and student subgroups on every indicator category with little or no exception.

combining rigorous academics, college-preparatory expectations, multimodal instruction, STEM opportunities, instructional coaching, teacher collaboration, and strong academic monitoring systems, the school will seek to build upon the demonstrated success of the Doral model while adapting its implementation to meet the needs of students and families in Idaho.

Alignment to Standards

Doral Academy Preparatory's curriculum will be fully aligned to the [Idaho Content Standards](#) (ICS). In collaboration with the school principal and Doral Academy, the school will ensure that all content areas are aligned to these standards prior to implementation. The [Idaho Content Standards](#) provide a clear and consistent framework for what students are expected to know and be able to do at each grade level, which supports strong instruction, coherence across classrooms, and measurable academic progress.

English Language Arts

Doral Academy Preparatory will implement a comprehensive English Language Arts program aligned to the [Idaho Content Standards](#), with an emphasis on differentiated instruction to meet the needs of all learners. Instruction will focus on building a strong literacy foundation while advancing students' ability to engage with increasingly complex texts and communicate effectively.

Students will develop foundational reading skills alongside higher-level comprehension strategies, including the ability to analyze and interpret complex texts across a range of genres. Instruction will emphasize the use of textual evidence to support thinking, reasoning, and written responses. Students will also engage in structured, collaborative discussions that promote critical thinking, active listening, and the ability to articulate ideas clearly.

Writing instruction will be integrated across grade levels and will include multiple genres, allowing students to develop skills in narrative, informational, and argumentative writing. Through this approach, students will learn to organize their ideas, support claims with evidence, and communicate effectively for a variety of purposes and audiences.

Through consistent implementation of these practices, Doral Academy Preparatory will ensure that students build strong literacy skills, demonstrate academic growth, and are prepared for success in college and career pathways.

For both middle and high school students, Doral Academy Preparatory will utilize the [MyPerspectives®](#) curriculum by Savvas for English Language Arts instruction. This standards-

aligned curriculum emphasizes close reading, evidence-based writing, collaborative discussion, vocabulary development, and critical analysis of complex texts across a variety of genres. The school envisions teachers building on this foundation through engaging, rigorous lessons that integrate multimodal strategies into language study and provide meaningful opportunities for creativity, performance, discussion, and interdisciplinary learning. Through this approach, students will strengthen literacy skills while developing communication skills, analytical thinking, and the real-world application of language arts concepts.

Mathematics

Doral Academy Preparatory will implement a mathematics program aligned to the [Idaho Content Standards](#), with a focus on developing both conceptual understanding and procedural fluency. Instruction will incorporate the Standards for Mathematical Practice, which are embedded throughout the curriculum to promote critical thinking and problem-solving. Students will be expected to make sense of problems and persevere in solving them, reason both abstractly and quantitatively, construct and critique mathematical arguments, model real-world situations using mathematics, use appropriate tools strategically, and communicate with precision. Instruction will also emphasize identifying patterns, recognizing structure, and applying repeated reasoning to deepen understanding.

Consistent with the school's rigorous instructional model, mathematics instruction will include opportunities for students to explore patterns and relationships through both mathematical and multimodal contexts.

In middle school, the school will utilize [Eureka Math²](#) by Great Minds, a standards-aligned mathematics curriculum designed to build deep conceptual understanding, procedural fluency, and problem-solving skills. The curriculum emphasizes mathematical reasoning, productive struggle, and real-world application through rigorous and collaborative learning experiences. Students will engage in tasks that promote critical thinking, communication, and the ability to apply mathematical concepts across disciplines.

In high school, the school will use [Eureka Math](#) by Great Minds to support advanced mathematical learning and college- and career-readiness. The curriculum is designed to provide a coherent progression of mathematical concepts while emphasizing analytical thinking, precision, and application of mathematics to complex problems. Through both middle and high school

mathematics instruction, students will develop strong quantitative reasoning skills and confidence in applying mathematics in academic and real-world contexts.

Through this comprehensive approach, Doral Academy Preparatory will ensure that students develop strong mathematical skills, confidence in problem-solving, and the ability to apply mathematics in meaningful and relevant ways.

Science

Science instruction at Doral Academy Preparatory is grounded in hands-on, inquiry-based learning aligned to both the [Idaho Content Standards](#) and the [Next Generation Science Standards](#). For both [middle](#) and [high](#) school students, the school will utilize [OpenSciEd](#), a high-quality, standards-aligned science curriculum designed to engage students in real-world scientific phenomena and problem-solving. [OpenSciEd](#) emphasizes collaborative investigation, critical thinking, scientific discourse, and the application of scientific concepts through authentic learning experiences.

This instructional approach aligns closely with the school's emphasis on rigorous academic instruction and interdisciplinary learning. Through [OpenSciEd](#) units and teacher-developed extensions, students will engage in activities that connect science to creativity, movement, design, and communication. Teachers will supplement core instructional materials with interdisciplinary projects and school-based enhancements that deepen understanding and promote student engagement across multiple learning modalities.

At the high school level, [OpenSciEd](#) will support increasingly rigorous scientific inquiry and application through coursework aligned to college- and career-readiness expectations. Students will engage in laboratory investigations, collaborative analysis, and evidence-based reasoning that prepare them for advanced coursework and real-world problem-solving. By combining rigorous science instruction with creative and inquiry-driven learning experiences, Doral Academy Preparatory will provide students with a science program that is both academically challenging and highly engaging.

Social Studies

Social Studies instruction develops the foundational skills students need to communicate effectively, think critically, and work collaboratively. Instruction is aligned to the [Idaho Content Standards](#) and is designed to help students become informed and thoughtful citizens who can make reasoned decisions in a diverse and interconnected society. Teachers will design learning

experiences that integrate content knowledge with the development of essential civic and analytical skills, ensuring that instruction is both rigorous and relevant.

In middle and high school, the school will utilize the Teachers' Curriculum Institute (TCI) Social Studies curriculum. [TCI](#) provides standards-aligned, inquiry-based instruction that emphasizes active learning, primary-source analysis, collaboration, and the real-world application of historical and civic concepts. Through interactive lessons and project-based experiences, students will engage deeply with history, geography, economics, government, and current events while developing skills in discussion, research, and evidence-based reasoning.

Consistent with the school's rigorous academic model, Social Studies instruction will include opportunities for creative expression and interdisciplinary learning. Teachers will supplement TCI resources with multimodal projects, local history connections, and instructional materials developed through the school's community partnerships. These experiences will help students explore historical and civic topics through multiple perspectives while strengthening engagement and cultural understanding.

For example, students may study Idaho's federally recognized tribes, including the Coeur d'Alene, Kootenai, Shoshone-Bannock, Nez Perce, and Shoshone-Paiute Tribes, and examine their historical and ongoing contributions to the region. Lessons may incorporate multimodal activities such as "Lewis and Clark: Prized Possessions," allowing students to explore the experiences of early explorers, the role of Sacajawea, and elements of Lemhi Shoshone culture through reflective and creative learning experiences.

In [middle school](#), students will participate in dedicated Social Studies courses that use the TCI curriculum, which emphasizes inquiry-based learning, analysis of primary sources, collaborative discussion, and interactive learning experiences that help students build foundational historical and civic knowledge. TCI's middle school programs, including History Alive! and Civics Alive!, engage students through hands-on activities, multimedia resources, and evidence-based inquiry designed to strengthen critical thinking and student engagement.

In [high school](#), students will engage in increasingly rigorous coursework designed to deepen historical analysis, civic literacy, research skills, and college and career readiness by evaluating multiple perspectives, developing evidence-based arguments, and applying real-world connections. This progression ensures continuity of instruction while increasing academic depth, student independence, and analytical thinking skills over time.

Scope and Sequence, Pacing Guide, and Curriculum Selection

Doral Academy Preparatory will develop a scope and sequence or pacing guide for each course to ensure that instruction is standards-aligned, vertically coherent, appropriately paced, and connected to measurable student outcomes. These documents will serve as the foundation for lesson planning, unit development, assessment alignment, intervention planning, and instructional monitoring. Through the Doral Academy affiliation, school leadership and faculty will receive professional development and implementation support to establish a consistent process for developing, reviewing, and refining these instructional planning tools.

Each scope and sequence or pacing guide will identify the applicable [Idaho Content Standards](#), priority skills, essential concepts, instructional sequence, approximate pacing, assessment points, and opportunities for intervention, enrichment, and extension. While these guides may align with textbooks and adopted instructional materials, they will not be limited to textbook pacing alone. Teachers will use texts, novels, primary sources, digital tools, supplemental readings, project-based learning activities, multimodal strategies, STEM-related applications, and other resources as needed to ensure that students master the required standards and engage meaningfully with rigorous academic content.

The school's instructional planning process will emphasize both consistency and professional judgment. Faculty will collaborate in grade-level, department-level, and course-alike teams to develop common expectations, align instruction to standards, review student performance data, and adjust pacing when necessary. As teachers plan units and lessons, they will identify the overall purpose of instruction, the essential understandings students should develop, and measurable objectives aligned to applicable content standards. Where appropriate, teachers may also identify opportunities to create multimodal experiences, interdisciplinary connections, technology use, research, analytical writing, discussion, inquiry, and real-world application.

Doral Academy Preparatory will use instructional focus calendars for reading, mathematics, and other core areas to help ensure that faculty and support staff work from a shared academic framework. These calendars will allow teachers to address key standards in a coordinated manner, support the development of common assessments, and provide a basis for collaborative data review. They will also help school leaders monitor implementation, identify gaps or redundancies in instruction, and ensure that students receive the full benefit of a coherent and vertically aligned academic program.

Curriculum decisions in science and social studies will be guided by standards alignment, academic rigor, teacher expertise, student needs, and the school's commitment to meaningful, inquiry-based learning. Rather than relying exclusively on a prescribed textbook model, Doral Academy Preparatory will support the thoughtful development of rigorous units that incorporate hands-on learning, research, source analysis, academic vocabulary, writing, discussion, and real-world connections. In science, this may include laboratory experiences, engineering and design challenges, data analysis, and inquiry-based investigations. In social studies, this may include primary source analysis, civic inquiry, historical research, geographic reasoning, and connections to Idaho's history, geography, communities, and civic life.

The school believes that strong teacher ownership, supported by clear standards and instructional systems, promotes deeper engagement and more effective instruction. Teachers will therefore be actively involved in selecting, developing, and refining core and supplemental instructional materials. This process will allow faculty to draw upon their content knowledge, familiarity with student needs, and understanding of local context while still operating within a structured, standards-based curriculum framework. Over time, teachers will continue to strengthen their ability to integrate multimodal strategies, STEM applications, technology tools, and project-based learning into science, social studies, and other content areas in ways that support academic outcomes.

Curriculum selection and refinement will be an ongoing process rather than a one-time adoption decision. The Principal and instructional staff, with support from the Doral Academy affiliation, will periodically review instructional materials, scope-and-sequence documents, pacing guides, assessment data, teacher feedback, and student performance outcomes to determine whether adjustments are needed. This review process will help ensure that the curriculum remains aligned to Idaho standards, responsive to student needs, supportive of teacher effectiveness, and consistent with the school's college-preparatory mission.

Through this approach, Doral Academy Preparatory will maintain a balanced instructional system that combines clear academic expectations, high-quality instructional materials, teacher collaboration, local relevance, and professional flexibility. The result will be a curriculum planning process that supports rigorous instruction, consistent implementation, meaningful student engagement, and continuous improvement across all grade levels and content areas.

Electives

Middle School Electives

Doral Academy Preparatory recognizes that a strong elective program is an important part of a well-rounded middle school experience. Electives will provide students with opportunities to explore interests, develop new skills, build confidence, and make meaningful connections between academic learning and creative, technical, leadership, and real-world applications. Consistent with the school's broader college-preparatory mission, electives will not be treated as separate from the academic program but as opportunities to enrich student learning, strengthen engagement, and support the development of well-rounded learners.

In middle school, electives may include visual and performing arts, media production, digital design, technology, STEM exploration, leadership, study skills, physical education, and other courses aligned with student interests, staff expertise, and available resources. These offerings will help students discover areas of personal strength and interest while building foundational skills that may later connect to high school coursework, career exploration, and postsecondary planning. To expand access and variety, middle school teachers may lead at least one elective in addition to their core instructional responsibilities. This approach allows the school to leverage staff expertise, offer a broader range of meaningful elective experiences, and remain responsive to student needs as enrollment grows. Teachers will be encouraged to develop electives that align with their professional strengths while maintaining clear learning objectives, appropriate rigor, and connections to the school's academic culture.

Middle school electives will also support student leadership, collaboration, creativity, communication, and problem-solving. Courses may include project-based learning, presentations, performances, design challenges, service activities, or portfolio-based work that allows students to demonstrate learning in authentic ways. Through these experiences, students will begin developing the habits of exploration, responsibility, and self-reflection that support success in high school and beyond.

High School Electives

Doral Academy Preparatory will provide a diverse and rigorous selection of high school electives designed to support student interests, strengthen college and career readiness, and enhance the overall academic experience. High school electives will allow students to explore advanced academic, artistic, technical, leadership, and career-connected areas of study while continuing to

build the skills necessary for postsecondary success. Elective offerings will be selected intentionally to support the school's commitment to rigorous academics, arts exposure and integration, STEM and technology fluency, student leadership, and real-world learning.

High school electives may include advanced visual and performing arts, media production, digital design, technology applications, computer science or coding, engineering and design thinking, business or entrepreneurship, career exploration, student leadership, publications, service learning, and other courses aligned to student interest, staff expertise, and state requirements. As the school develops, electives may also support specialized areas of study, interdisciplinary coursework, and career-connected pathways that help students make informed decisions about college, career, and future goals.

Doral Academy Preparatory will take a thoughtful, phased approach to developing its high school elective program as enrollment grows. In the early years of operation, elective offerings may be more limited due to staffing, enrollment, facilities, and scheduling considerations. However, the school will continue to expand elective options over time based on student demand, graduation requirements, teacher qualifications, available resources, and the school's college- and career-readiness priorities. This phased approach will allow the school to build a sustainable elective program while maintaining quality, rigor, and alignment to student needs.

Teachers will play a key role in the development and refinement of elective offerings. Faculty members may propose and teach electives aligned to their content knowledge, professional strengths, certifications, and interests, helping ensure that courses remain engaging, relevant, and academically meaningful. School leadership will review elective offerings regularly to determine whether they support student engagement, academic growth, postsecondary planning, and the school's broader instructional goals.

As the high school program matures, Doral Academy Preparatory will seek to expand elective opportunities that support advanced study, college readiness, and career exploration. This may include courses related to Advanced Placement preparation, dual-enrollment readiness, STEM pathways, digital media, arts specialization, leadership development, student portfolio development, and, where feasible, career and technical education (CTE) opportunities. Electives may also provide students with opportunities to complete projects, presentations, performances, internships, service-learning experiences, or capstone-style work that demonstrates applied learning and readiness for future academic and career pursuits.

Throughout this process, electives will be selected with a clear purpose: to broaden student opportunity while reinforcing the school's academic mission. By combining arts-related offerings with STEM, technology, leadership, career exploration, and interdisciplinary coursework, Doral Academy Preparatory will provide students with meaningful elective experiences that support creativity, academic engagement, personal growth, and long-term college and career readiness.

Integrating the Arts Instructional Strategies

Doral Academy Preparatory will incorporate arts integration as one instructional strategy within a broader college-preparatory academic model. Arts instructional strategies and methods involve the purposeful use of an art form, such as visual arts, music, theater, movement, media production, or design, to support student engagement, deepen conceptual understanding, and help students access rigorous academic content through multiple modalities. These strategies will be used to reinforce, not replace, standards-based instruction in core academic subjects.

The school recognizes that meaningful arts integration is a multi-year process that requires thoughtful planning, professional development, instructional coaching, and consistent implementation. Following the established Doral Academy model, the school will phase in arts instructional strategies over time to ensure that teachers are prepared to implement them effectively and that students can use them meaningfully in the learning process.

Rather than attempting to implement numerous strategies at once, Doral Academy Preparatory will select a limited number of schoolwide arts instructional strategies each year. Staff will receive professional development on these strategies so they can be implemented with fidelity across classrooms and content areas. This focused approach will allow teachers to develop confidence and consistency, while giving students repeated opportunities to practice, understand, and apply the selected strategies in ways that support academic learning.

Arts integration will be intentionally connected to academic standards and measurable learning objectives. When planning lessons and units, teachers will identify the academic content students are expected to master, the skills students will develop, and the ways in which an arts-based strategy can strengthen understanding or provide an additional pathway for students to demonstrate learning. For example, students may use visual representations to explain scientific concepts, dramatic interpretation to analyze historical perspectives, design projects to solve real-world problems, or media production to communicate research findings.

Doral Academy Preparatory will ensure that arts integration remains balanced with the school's broader academic priorities, including literacy, mathematics, science, technology, research, writing, problem-solving, and college and career readiness. The goal is not to create a narrowly focused arts school, but to use arts-based strategies as part of a comprehensive instructional model that promotes rigorous academics, student engagement, creativity, and deeper understanding.

School leadership will support implementation through professional development, classroom observation, teacher collaboration, instructional planning, and review of student work. Teachers will have opportunities to share effective practices, reflect on implementation, and refine strategies based on student outcomes. As the school matures, arts integration will become one of several tools used to strengthen instruction, support diverse learners, and create engaging, meaningful learning experiences across grade levels and subject areas.

Through this thoughtful and phased approach, Doral Academy Preparatory will preserve an important element of the Doral Academy model while ensuring that arts integration supports the school's larger mission: preparing students for academic success, postsecondary readiness, creative problem-solving, and meaningful participation in college, career, and civic life.

Deeper Level Thinking Skills

Doral Academy Preparatory will use multimodal instructional strategies to strengthen the deeper-level thinking skills embedded throughout the [Idaho Content Standards](#), including visualization, inference, analysis, synthesis, communication, problem-solving, and the application of knowledge in new contexts. These strategies will be intentionally connected to academic objectives and used to reinforce students' understanding of core content.

Through carefully designed instruction, students will engage deeply with texts, concepts, problems, and ideas across content areas using a variety of learning modalities. Teachers may incorporate visual models, discussion, writing, movement, technology, collaborative learning, project-based tasks, presentations, simulations, media products, design activities, and hands-on experiences to help students access, process, and demonstrate understanding. For example, students may analyze a text through discussion and written response, model a scientific process visually or digitally, collaborate to solve a real-world mathematical problem, synthesize research into a presentation or media product, or demonstrate understanding through a project, performance, debate, or design challenge.

This approach will support critical thinking, analytical writing, academic discussion, collaboration, creativity, and real-world application of knowledge. School leadership will support implementation with professional development, collaborative planning, classroom observations, review of student work, and ongoing evaluation of instructional effectiveness. Teachers will be encouraged to use varied instructional strategies that reflect student needs and content demands while maintaining a clear focus on standards alignment, academic rigor, and measurable student outcomes. Through this balanced approach, Doral Academy Preparatory will use multimodal instruction to strengthen deeper-level thinking while preserving the school's broader emphasis on rigorous academics, research skills, STEM learning, college readiness, and student achievement.

Additional Research-Based Instructional Strategies

Doral Academy Preparatory will use a range of research-based instructional strategies to support rigorous instruction, student engagement, differentiated learning, and measurable academic growth. These strategies will be implemented as part of a coherent instructional system aligned to the [Idaho Content Standards](#), the school's college-preparatory mission, and the needs of students in grades 6 through 12.

Teachers will use differentiated instruction to address students' readiness levels, strengths, and learning needs while maintaining high expectations for all students. Based on assessment data, classroom observations, student work, and progress monitoring, teachers may adjust content, instructional process, student products, and learning supports. Strategies may include flexible grouping, targeted small-group instruction, varied texts or resources, scaffolded assignments, enrichment tasks, and multiple ways for students to demonstrate mastery.

Scaffolding will be used to help students move from current levels of understanding toward greater independence and mastery. Teachers may provide temporary supports such as modeling, guided practice, sentence frames, graphic organizers, worked examples, vocabulary support, questioning strategies, and structured problem-solving routines. As students gain proficiency, these supports will be gradually reduced to promote independence, confidence, and ownership of learning.

Inquiry-based learning and project-based learning will be used to promote curiosity, critical thinking, collaboration, and real-world application. Students will investigate questions, gather and evaluate evidence, test ideas, solve authentic problems, and communicate their findings through written, oral, digital, visual, or performance-based products. These strategies will be aligned to

academic standards and designed to strengthen core content knowledge while developing research, communication, creativity, problem-solving, and technology skills.

Teachers will instruct students on how to process, organize, retain, retrieve, and apply information effectively. Information processing strategies may include note-taking systems, summarization routines, reciprocal teaching, memorization techniques, graphic organizers, concept mapping, annotation, webbing, and structured review. These strategies will strengthen comprehension, executive functioning, study skills, and academic performance across content areas.

In addition, teachers will incorporate high-yield instructional strategies identified in educational research, including strategies discussed in Robert Marzano's *Classroom Instruction That Works: Research-Based Strategies for Increasing Student Achievement*. These may include cooperative learning, identifying similarities and differences, summarizing and note-taking, nonlinguistic representations, and generating and testing hypotheses. When used intentionally, these strategies help students collaborate effectively, analyze relationships among concepts, synthesize essential information, represent understanding in multiple ways, and support conclusions with evidence.

Nonlinguistic representations will also complement the school's instructional approaches by allowing students to demonstrate understanding through diagrams, models, drawings, timelines, maps, hands-on activities, and visual or kinesthetic representations. Similarly, generating and testing hypotheses will support scientific inquiry, mathematical problem-solving, historical investigation, design challenges, and evidence-based decision-making.

These instructional strategies will support a rigorous and responsive learning environment in which students actively engage with academic content and develop the skills necessary for success in advanced coursework, postsecondary education, future careers, and civic life. Through consistent implementation, professional development, teacher collaboration, and data-informed planning, Doral Academy Preparatory will promote deeper understanding, student growth, and long-term academic success.

Data Methods and Systems

Assessing the effectiveness of Doral Academy Preparatory's educational program will be essential to ensuring continuous improvement for individual students, student subgroups, instructional teams, and the school. The school will implement a comprehensive assessment system that includes formative, interim, diagnostic, benchmark, summative, and performance-based measures to monitor student learning, inform instruction, and support data-driven decision-making. This

balanced approach will allow the school to respond promptly to student needs while maintaining high expectations for academic achievement, growth, and college and career readiness.

Doral Academy Preparatory will participate in all required federal and state assessment programs as directed by the Idaho Department of Education and will follow all applicable policies and procedures for test administration, security, accommodations, and reporting. The school will administer all assessments included in Idaho's accountability system, including the ISAT, and will adapt its assessment practices as needed if state or federal requirements change. Results from statewide assessments will be reviewed at the schoolwide, grade-level, course-level, subgroup, and individual student levels to evaluate progress toward academic goals and identify areas requiring additional instructional focus.

To support ongoing progress monitoring, school leadership will select high-quality benchmark and diagnostic assessments aligned to [Idaho Content Standards](#) and the school's instructional program. At the middle school level, these may include tools such as STAR Reading and Mathematics, i-Ready Mathematics, or other universal screeners and diagnostic assessments selected in alignment with guidance from the Idaho Department of Education, Doral Academy, and school leadership. These assessments will be administered throughout the year to measure growth, identify skill gaps, inform intervention and enrichment, and guide instructional planning.

At the high school level, assessments will expand to include measures that support graduation readiness, postsecondary preparation, and academic acceleration. In addition to required state assessments, students may participate in nationally recognized assessments such as the SAT or ACT, Advanced Placement exams, end-of-course assessments, and other measures aligned to specific content areas. High school students may engage in performance-based assessments, including research projects, presentations, and capstone-style experiences, to demonstrate mastery of academic standards, applied skills, analytical thinking, and real-world problem-solving.

Across all grade levels, teachers will use classroom-based assessments to monitor student understanding on an ongoing basis. These may include pre- and post-assessments, formative checks for understanding, exit tickets, quizzes, writing samples, performance tasks, student portfolios, unit assessments, and other measures aligned to daily instruction. This layered assessment system will provide timely, actionable data so teachers can adjust instruction, reteach essential concepts, deliver targeted interventions, accelerate learning, and ensure students remain on track to meet grade-level and course expectations.

Doral Academy Preparatory will also establish regular data review cycles to ensure assessment results are translated into instructional action. Teachers, instructional leaders, and administrators will collaboratively review data to identify trends, monitor student growth, evaluate subgroup performance, determine intervention needs, and assess the effectiveness of instructional strategies. Data meetings may occur at the grade-level, department, course team, intervention team, or leadership team level, depending on the purpose of the review. These cycles will support academic accountability, teacher collaboration, and continuous improvement across the school.

The school's MTSS will be closely connected to its data systems. Assessments will help identify students who need targeted intervention, additional practice, enrichment, or acceleration. Student progress will be monitored to determine whether supports are effective and whether adjustments are needed. This process will help the school close achievement gaps, support diverse learners, and ensure that all students have access to rigorous instruction and appropriate academic support. Assessment data will be used to inform broader school decisions, including curriculum refinement, professional development, instructional coaching, staffing needs, and family communication. School leadership will use academic data to evaluate progress toward school goals, monitor implementation of the instructional program, and report performance trends to the Governing Board. Families will receive regular updates on student progress so they can understand academic expectations, support learning at home, and partner with the school to promote student success.

Through this comprehensive data system, Doral Academy Preparatory will maintain a strong focus on academic excellence, continuous improvement, and measurable student growth. By combining required state assessments, interim benchmarks, diagnostic tools, classroom-based measures, performance assessments, and regular data review cycles, the school will ensure that instructional decisions are timely, evidence-based, and responsive to students' needs.

Strategies for Serving Special Populations

The school will use a coordinated system of universal screening, data review, teacher referral, family communication, and targeted intervention to identify and meet the needs of diverse learners. The school's approach includes specific strategies for students who are at-risk, students with disabilities and special education needs, ELLs, homeless or migrant students, and gifted and talented students. Across all categories, the school will use data-driven decision-making, MTSS/RtI, differentiated instruction, identification procedures, and regular progress monitoring to ensure students receive appropriate support and access to rigorous instruction.

At-Risk

In accordance with the Idaho Administrative Code, Doral Academy Preparatory will define an “at-risk” student in grades 6 through 12 as a student who meets at least three identified indicators of academic, behavioral, or personal risk.¹⁸ These indicators may include a history of grade retention, chronic absenteeism exceeding 10 percent, low academic performance as reflected by a grade point average below 1.5, failure in one or more academic subjects, performance below proficiency on local or standardized assessments, falling behind in credits required for promotion or graduation, frequent school mobility, or patterns of behavior that interfere with academic progress. The school will also consider broader life circumstances that may affect student success, including substance abuse, pregnancy or parenting responsibilities, emancipation or lack of stable housing, prior dropout status, significant personal, emotional, or medical challenges, and involvement with courts or social service agencies.

Doral Academy Preparatory will use a comprehensive, proactive identification process to ensure that at-risk students are recognized as early as possible. School leadership and staff will review multiple data sources, including attendance records, grades, credits earned, benchmark and diagnostic assessments, classroom performance, behavior data, teacher referrals, family input, and other relevant information. This multi-measure approach will help the school identify students who may need additional support before academic concerns become more significant barriers to promotion, graduation, or long-term success.

Once identified, at-risk students will receive targeted academic, behavioral, and social-emotional supports through the school’s Response to Intervention (RtI) and MTSS framework. Supports may include small-group instruction, tutoring, credit or grade recovery opportunities, academic goal setting, progress monitoring, mentoring, attendance interventions, behavior supports, counseling referrals, family conferences, and individualized student success plans, when appropriate. Interventions will be matched to student needs and adjusted based on evidence of progress.

Teachers and administrators will regularly monitor the academic and behavioral progress of at-risk students to determine whether interventions are effective. Progress will be reviewed through grade-level, department, intervention, or leadership team meetings, and staff will use the results to modify instruction, increase support, or provide additional services as needed. Families will be

¹⁸ IDAPA [08.02.03.110.01](#).

kept informed of concerns, intervention plans, and student progress so they can partner with the school in supporting attendance, engagement, academic completion, and positive behavior.

For high school students, Doral Academy Preparatory will place particular emphasis on keeping at-risk students on track for graduation and postsecondary readiness. The school will monitor credit accumulation, course failures, assessment performance, attendance, and progress toward graduation requirements. Students who fall behind will receive timely support through academic advising, intervention planning, credit recovery options, and regular progress reviews. The school will also provide college and career guidance, goal setting, and exposure to postsecondary pathways to help students remain connected to their long-term academic and personal goals.

Through early identification, data-driven decision-making, targeted intervention, and ongoing collaboration with families, the school will provide at-risk students with meaningful opportunities to succeed. This proactive and responsive approach will help ensure that students facing academic, personal, or environmental challenges receive the support necessary to remain engaged in school, make measurable progress, and stay on track for graduation, college, career, and life.

Special Education

As a public charter school, Doral Academy Preparatory will provide equal access to enrollment and programming for students with disabilities and will not impose any barriers to admission based on disability status or special education needs. Recruitment and enrollment materials will communicate that students with disabilities are welcome and that the school will provide services and supports consistent with applicable federal and state law. Students with disabilities will be encouraged to participate in the full academic, extracurricular, and social life of the school in the same manner as all other students.

During the enrollment process, families will be asked to indicate whether their child has an existing Individualized Education Program (IEP) or Section 504 plan. When applicable, the school will request current documentation from parents and will proactively obtain records from the student's prior school to support continuity of services. This process will help staff understand each student's strengths, needs, accommodations, related services, and instructional supports in a timely manner. The school will maintain organized and confidential records, monitor caseloads, and ensure that required services are implemented appropriately.

Doral Academy Preparatory will implement each student's IEP with fidelity and will provide the services, accommodations, modifications, and supports required by the plan. Consistent with the

principle of least restrictive environment, students with disabilities will be educated alongside disabled and non-disabled peers to the greatest extent appropriate, while also receiving specialized instruction, related services, or targeted supports when necessary. The school's goal will be to provide meaningful access to rigorous instruction while ensuring that each student receives the individualized support needed to make progress.

All students, including students with disabilities, will participate in the school's universal screening, benchmark assessment, and progress monitoring systems. Assessment data, classroom performance, teacher observations, and family input will be used to identify academic, behavioral, or social-emotional needs and to inform instructional planning. When students demonstrate a need for additional support, the school will use its RtI and MTSS frameworks to provide timely interventions and determine whether further evaluation may be appropriate.

General education teachers, special education staff, administrators, related service providers, families, and, when appropriate, students will collaborate to support the successful implementation of services. Teachers will receive relevant information regarding student accommodations and instructional needs so that supports are applied consistently across classrooms and school settings. Families will be engaged as partners through regular communication, progress updates, IEP meetings, and opportunities to participate meaningfully in educational planning.

Through inclusive enrollment practices, timely review of records, faithful implementation of IEPs, universal screening, data-driven supports, and strong family collaboration, Doral Academy Preparatory will support students with disabilities as valued members of the school community. The school's detailed procedures for identification, evaluation, the continuum of services, IEP reviews, reevaluations, the least restrictive environment, staffing, discipline, monitoring, and parental involvement are addressed in the following sections.

Over-Identification

Doral Academy Preparatory will use ongoing progress monitoring, multiple data points, and team-based decision-making to ensure that students are appropriately identified for special education services and are not over-identified based on limited or isolated performance concerns. The school will distinguish between students who require special education services and students who may need temporary academic, behavioral, language, attendance, or social-emotional supports through the general education program or MTSS.

Student progress toward IEP goals will be reviewed regularly and supported by schoolwide benchmark assessments, classroom performance data, teacher observations, and other progress monitoring tools. Special education staff will analyze student data on an ongoing basis to determine whether students are making progress toward academic, behavioral, functional, or developmental goals. If data indicate that a student is consistently meeting expectations, demonstrating sustained progress, and may no longer require the same level of specialized support, the IEP team may convene to review services and determine whether adjustments are appropriate. Any reduction in services or exit from special education will occur only through the required IEP team process and, when appropriate, a comprehensive reevaluation conducted in accordance with applicable law. Parents will be included as meaningful team members and will receive all required notices, procedural safeguards, and opportunities for input. This process will help ensure that students receive the level of support they need without remaining in more restrictive or specialized services longer than necessary.

Continuum of Services

Doral Academy Preparatory will provide a continuum of supports and services designed to meet students' individual needs in the least restrictive environment appropriate. The continuum will begin with high-quality, standards-aligned instruction in the general education classroom. All students will participate in universal screening, benchmark assessments, and ongoing progress monitoring to identify academic, behavioral, or social-emotional concerns early.

Students who demonstrate academic or behavioral challenges will first receive targeted supports within the general education setting whenever appropriate. These supports may include differentiated instruction, flexible grouping, intervention periods, after-school tutoring, blended learning supports, behavioral strategies, and increased progress monitoring. If a student continues to demonstrate limited progress, the school will use a structured RtI or MTSS process to intensify interventions, establish targeted goals, monitor progress more frequently, and adjust instruction based on student data.

If a student does not make adequate progress despite appropriate interventions, the student may be referred for a comprehensive special education evaluation. Parents may also request an evaluation at any time. Following the evaluation, a team that includes the parents will review the results, determine eligibility, and, when appropriate, develop an IEP outlining the student's services, supports, accommodations, goals, and placement. Services will begin only after parental consent

is obtained, and parents will receive all required documentation and meaningful opportunities to participate throughout the process.

IEP Reviews and Reevaluations

Doral Academy Preparatory will ensure that IEP teams meet at least annually, and more frequently when needed, to review student progress, update goals, evaluate services, and determine appropriate placement. IEP meetings will include the required team members, including parents, special education staff, general education teachers, administrators or designees, related service providers when applicable, and the student when appropriate. The team will review progress toward annual goals, assessment data, classroom performance, accommodations, related services, and any academic, behavioral, functional, or transition-related needs.

Reevaluations will occur at least every three years, or sooner if warranted by student needs, requested by a parent or teacher, or necessary to determine continued eligibility or appropriate services. Reevaluations will be conducted in accordance with applicable federal and state requirements and will include a review of existing data, parent input, teacher feedback, assessment results, and any additional evaluations needed to make informed decisions.

The school will maintain accurate, organized, and confidential special education records in accordance with all applicable laws. Parents will have access to student records, procedural safeguards, notices, and opportunities to participate meaningfully in all decisions related to evaluation, eligibility, services, and placement.

Least Restrictive Environment

Doral Academy Preparatory is committed to serving students with disabilities in the least restrictive environment (LRE) appropriate to their individual needs. To the greatest extent appropriate, students with disabilities will be educated alongside disabled and non-disabled peers and will have access to the general education curriculum, extracurricular activities, schoolwide programs, and the broader school community.

Most students will receive support in the general education classroom through supplementary aids and services, accommodations, differentiated instruction, consultation, co-planning, or targeted intervention. When additional support is needed, resource services may be provided for a portion of the school day. Instructional models may include inclusion support, small-group intervention, specialized instruction, behavioral supports, related services, or a combination of approaches, as outlined in the student's IEP.

For students with more significant needs, the school may provide additional supports such as structured behavioral interventions, counseling referrals, mentorship systems, assistive technology, related services, or access to community resources. When necessary, and in accordance with Idaho Department of Education procedures, the school may explore contracted services or alternative placements to ensure the student receives a free appropriate public education (FAPE). Placement decisions will be made by the IEP team based on individual student needs, not disability category or administrative convenience.

Staffing and Professional Development

Doral Academy Preparatory will recruit qualified special education teachers, related service providers, and support personnel who meet applicable Idaho certification and licensure requirements. Staffing decisions will be guided by student needs, caseloads, required services, IEP implementation requirements, and the school's commitment to providing appropriate support in the least restrictive environment.

Ongoing professional development will focus on evidence-based instructional strategies, specially designed instruction, intensive interventions, progress monitoring, behavior supports, accommodations and modifications, inclusive practices, and legal compliance. General education teachers will also receive guidance and training regarding their role in implementing IEPs, providing accommodations, supporting diverse learners, and collaborating with special education staff.

Special education staff will work closely with general education teachers, school leadership, and related service providers to ensure that students receive consistent support across settings. This collaboration may include co-planning, consultation, review of student data, instructional coaching, accommodation guidance, and support with behavioral or academic intervention strategies. Through effective staffing and professional learning, the school will build the capacity of all educators to support students with disabilities.

Discipline

Doral Academy Preparatory will follow all federal and state requirements related to the discipline of students with disabilities. The school will maintain high behavioral expectations while ensuring that disciplinary decisions are consistent with each student's rights, IEP, behavior plan, and applicable procedural protections. When behavioral concerns arise, the school will engage parents promptly and work collaboratively to identify the cause of the behavior and appropriate supports.

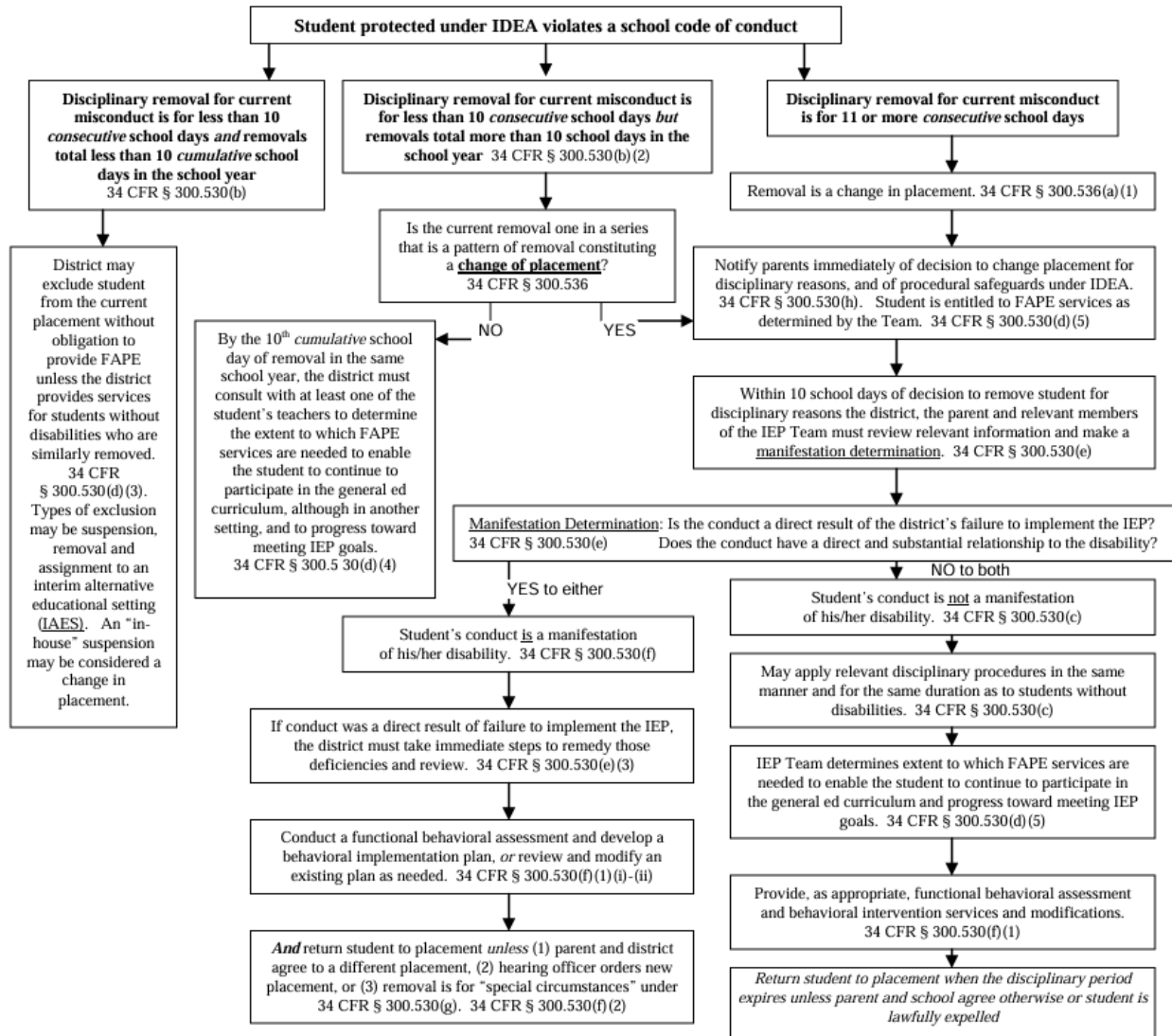


Figure 7. IDEA Disciplinary Procedures for Students With Disabilities

Students with disabilities will continue to receive educational services during disciplinary removals when required by law, including access to academic instruction through alternative means when appropriate. The IEP team will meet as required to review disciplinary incidents, including conducting manifestation determination reviews when necessary. If the behavior is determined to be related to the student's disability or the school's failure to implement the IEP, the team will take appropriate corrective action and review the student's services and supports. When needed, the IEP team may develop or revise a Functional Behavior Assessment (FBA), Behavioral Intervention Plan (BIP), or other behavior support strategies. Additional supports, such as counseling, social-emotional interventions, check-in/check-out systems, mentoring, or contracted behavioral services, may be considered to address ongoing needs and prevent future

incidents. The school's approach will emphasize prevention, intervention, family collaboration, and continued access to instruction.

Monitoring

Doral Academy Preparatory's special education program will operate in full compliance with applicable federal and state laws. The special education facilitator or designated special education leader will oversee compliance by reviewing IEP documents before and after meetings, monitoring service delivery, tracking timelines, and conducting regular audits of confidential student records. Key requirements, including annual IEP reviews, triennial reevaluations, progress reporting, service minutes, accommodations, and parent notices, will be monitored on an ongoing basis to ensure timely and accurate implementation.

Special education teachers will conduct regular progress monitoring to evaluate student growth and the effectiveness of services. Progress will be reviewed using IEP goal data, classroom performance, benchmark assessments, grades, behavioral data, and other relevant measures. Instructional supports will be adjusted accordingly. Students not making sufficient progress may receive increased support, while students who show sustained growth may transition to less intensive services or more inclusive settings when appropriate and consistent with the IEP process. Student progress will be communicated to families through quarterly progress reports, report cards, IEP updates, and more frequent communication when needed. The special education team, including teachers, facilitators, related service providers, and school leadership, will collaborate regularly to review student data and adjust instructional programs. This coordinated monitoring system will help ensure that services remain responsive, legally compliant, and aligned to each student's needs.

Parental Involvement

Doral Academy Preparatory is committed to strong, consistent, and transparent communication with families of students with disabilities. Parents will be treated as essential members of the educational team and will be provided with meaningful opportunities to participate in evaluations, eligibility determinations, IEP meetings, placement decisions, progress reviews, and service planning.

All procedures related to evaluations and IEP meetings will follow IDEA requirements, including timely notices, procedural safeguards, and multiple documented efforts to engage parents in the process. Families will receive regular updates regarding student progress through IEP progress

reports, report cards, teacher communication, parent conferences, and digital communication tools. The school will make reasonable efforts to ensure that parents understand the information being shared and have opportunities to ask questions and provide input.

For students with behavioral, emotional, or attendance-related concerns, the school may use additional communication systems such as check-in/check-out processes, frequent progress updates, behavior reports, or scheduled family meetings. Teachers and support staff will work with families to reinforce strategies across home and school when appropriate. This consistent partnership will help ensure that families remain informed, engaged, and active participants in supporting their child's academic, behavioral, and social development.

English Language Learners

Identification and Placement

Doral Academy Preparatory will identify English Language Learners (ELL) during the enrollment process through a Home Language Survey included in the student registration packet. If survey responses indicate that a language other than English is used in the home or by the student, the school will request prior academic and language proficiency records and, when appropriate, administer a state-approved English language proficiency screener within the required timeline. Identification and placement will be conducted in accordance with Idaho's required English learner procedures and the WIDA framework, including the appropriate WIDA placement assessment when needed.

Students who qualify as non-English proficient or limited English proficient will be formally identified for English language development support, and families will be notified in writing of the student's eligibility, assessment results, available services, and placement. Parents may choose to accept or decline direct instructional services, although students will continue to participate in required state English language proficiency assessments. Assessment results will establish each student's English proficiency levels in listening, speaking, reading, and writing, enabling teachers to provide appropriate language support and differentiated instruction. The school will ensure that eligible students are placed in appropriate services and that families receive information about school programs, services, and opportunities in a language and format they can understand.

Program Design and Staffing

Doral Academy Preparatory will implement an evidence-based English language development program using a content-based instructional model. This approach integrates language

development with core academic instruction so that students build English proficiency while continuing to access grade-level content aligned to the [Idaho Content Standards](#). Instruction will be delivered primarily in English, with strategic use of a student's primary language or other supports when appropriate to promote comprehension, participation, and academic progress.

Teachers will incorporate intentional language development across content areas, including vocabulary development, academic discussion, reading comprehension, writing support, sentence frames, visual supports, modeling, structured peer interaction, and opportunities for students to practice listening, speaking, reading, and writing in meaningful academic contexts. Lessons will be delivered in a structured and supportive environment that encourages active participation, confidence, and appropriate academic risk-taking.

ELL services may be coordinated by a teacher with the appropriate endorsement, qualified school staff, or contracted providers, depending on student needs and staffing capacity. General education teachers will collaborate with ELL staff or providers to ensure that language supports are embedded across the instructional program. The program will be designed to help students develop English proficiency, access rigorous academic content, remain on track for promotion or graduation, and participate fully in the school's academic and extracurricular opportunities.

Monitoring and Reclassification

Doral Academy Preparatory will monitor the progress of ELL students through classroom assessments, benchmark assessments, teacher observations, grades, progress monitoring data, and state-required English language proficiency measures. Students identified as English Language Learners will participate annually in WIDA ACCESS for ELLs, or the applicable state-required English language proficiency assessment, until they meet established exit criteria.

Assessment results and classroom data will be reviewed regularly to determine whether students are making appropriate progress in both English language development and academic achievement. Teachers and school leadership will use this information to adjust instruction, provide targeted supports, and determine whether additional intervention is needed.

Students who meet established proficiency benchmarks may be reclassified as English proficient based on the results of required assessments and applicable state criteria. After reclassification, students will be monitored for at least two years to ensure they continue to succeed academically without direct English language development services. Monitoring will include regular review of grades, attendance, assessment performance, teacher feedback, and performance in core academic

subjects. If concerns arise during the monitoring period, the school may provide additional academic support, review prior language data, and determine whether further intervention or reassessment is appropriate.

Instructional Support and Retention Considerations

Doral Academy Preparatory will ensure that English language proficiency is appropriately considered when making instructional, intervention, grading, promotion, and retention decisions for English Language Learners. Students will not be retained solely because of limited English proficiency. Instead, the school will review multiple data points, including classroom performance, benchmark assessments, language proficiency data, RtI or MTSS data, attendance, and teacher input, before making academic placement or retention decisions.

When an English Language Learner demonstrates academic difficulty, the school will determine whether the concern is primarily related to language acquisition, gaps in prior instruction, attendance, disability-related needs, or other academic factors. Instructional adjustments, language supports, targeted interventions, and progress monitoring will be implemented as needed to support student growth. This approach will help ensure that ELL students are held to high expectations while receiving appropriate support to access rigorous instruction and make meaningful academic progress.

Parental Involvement

Doral Academy Preparatory is committed to meaningful engagement with families of English Language Learners. The school will communicate with families in a format and language they can understand, using written translation, oral interpretation, digital communication tools, family meetings, and other appropriate methods. Families will receive information regarding identification, placement, services, assessment results, progress, reclassification, and opportunities to participate in school programs and activities.

The school will take steps to remove barriers to family participation and ensure that parents are informed partners in their child's education. Outreach efforts may include translated notices, interpreter support for meetings, regular progress updates, parent conferences, and communication regarding academic expectations, available supports, and school events. By maintaining consistent and accessible communication, the school will strengthen partnerships with families and support the academic, linguistic, and social success of English Language Learners.

*Homeless/Migrant***Identification**

Doral Academy Preparatory will identify students and families who may qualify for homeless or migrant services during the enrollment process and throughout the school year. Student registration materials will include questions related to housing status, prior school mobility, and other circumstances that may indicate eligibility for supports under the McKinney-Vento Homeless Assistance Act or applicable migrant education guidance. Because housing instability or migratory status may arise at any time, the school will also rely on ongoing referrals from teachers, counselors, administrators, enrollment staff, and other personnel who may become aware of a student's changing circumstances.

The school will follow the federal definition of homelessness under the McKinney-Vento Homeless Assistance Act, which includes children and youth who lack a fixed, regular, and adequate nighttime residence. This may include students living in shelters, transitional housing, hotels or motels due to economic hardship, cars, parks, public spaces, abandoned buildings, substandard housing, or other places not designed for regular sleeping accommodations. It may also include students who are temporarily sharing housing with others due to loss of housing or economic hardship, students residing in domestic violence shelters, unaccompanied youth, and children of migrant families who lack adequate housing.

The school will also take steps to identify migrant students whose families have moved across school district or state lines within the relevant eligibility period for qualifying agricultural, fishing, or related seasonal work, consistent with applicable federal and state guidance. Enrollment staff and school personnel will be trained to recognize potential indicators of migrant status and to connect families with appropriate support personnel or state resources when eligibility may exist. Staff involved in enrollment, attendance, counseling, and student services will receive training to distinguish between families experiencing temporary difficulty providing documentation and students who may qualify for homeless or migrant services. The lack of records, proof of residency, immunization documentation, birth certificates, transcripts, or other enrollment materials will not delay or prevent enrollment when a student is eligible for McKinney-Vento protections. The school will work with families, prior schools, and appropriate agencies to obtain the necessary records while ensuring that students have immediate access to school.

Once a student is identified as potentially eligible, the school's designated liaison or appropriate staff member will review the student's circumstances, communicate with the family or unaccompanied youth in a sensitive and confidential manner, and determine available supports. These may include assistance with enrollment, transportation coordination when applicable, school supplies, uniforms or clothing needs, access to meals or fee waivers, academic support, counseling referrals, and connections to community agencies.

By using a broad, flexible, and student-centered identification process, Doral Academy Preparatory will ensure that students experiencing homelessness, housing instability, or qualifying migrant circumstances are identified promptly and connected to appropriate services. The school's goal will be to remove barriers to enrollment, attendance, academic participation, and school engagement so that students facing unstable circumstances can remain connected to school and continue making progress toward academic success.

Gifted and Talented

Identification

In accordance with Idaho Code [§33-2001](#), Doral Academy Preparatory will define gifted and talented students as those who demonstrate, or show potential for, high performance in intellectual, creative, specific academic, leadership, or performing and visual arts areas, and who require services or activities beyond those ordinarily provided in the general education setting to fully develop those capabilities. Idaho Code [§33-2003](#) requires public schools to provide for the special instructional needs of identified gifted and talented students and recognizes that services may include flexible approaches such as administrative accommodations, curriculum modification, and special programs.

Doral Academy Preparatory will identify and serve gifted and talented students through a structured, equitable, and multi-measure process. Eligibility decisions will be made by a Gifted and Talented Education (GATE) team composed of teachers, school leadership, and other staff with relevant knowledge of the student's academic performance, demonstrated talents, and learning needs. The team will consider multiple sources of evidence, including cognitive assessments, academic achievement data, classroom performance, teacher recommendations, parent input, student work samples, leadership indicators, creativity measures, artistic or performance-based demonstrations, and other evidence of advanced potential or performance.

The identification process will be designed to recognize giftedness across diverse student populations, including students from different cultural, linguistic, and economic backgrounds, students with disabilities, English Language Learners, and students whose advanced abilities may not be fully reflected through traditional measures alone. When appropriate, the school may use alternative assessment methods, nonverbal measures, performance tasks, portfolios, or other tools to ensure that identification decisions are not limited by language proficiency, disability, prior opportunity, or socioeconomic factors.

Once identified, gifted and talented students will receive differentiated instruction and services aligned to their demonstrated strengths and instructional needs. Identified students will participate in a minimum of 150 minutes per week of differentiated instruction, unless otherwise specified by the student's identified needs or applicable program plan. Services may include curriculum compacting, accelerated learning opportunities, advanced coursework, enrichment projects, independent study, research-based assignments, leadership opportunities, arts-integrated or STEM-focused extensions, and other instructional modifications designed to promote depth, complexity, creativity, and advanced academic growth.

The school will monitor the progress of gifted and talented students to ensure that services remain appropriate and challenging. Teachers and school leadership will review student performance, classroom engagement, assessment data, work products, and family input to determine whether adjustments are needed. This ongoing review will help ensure that gifted and talented students continue to receive meaningful opportunities for intellectual growth, creative development, leadership, and preparation for advanced coursework, college, career, and civic life.

Plan Development

Once a student is referred for gifted and talented evaluation, Doral Academy Preparatory will notify the student's parents or guardians and obtain consent before administering any formal assessments. Appropriate evaluations will be administered by a school psychologist, qualified staff member, or other appropriately trained professional. The GATE team will then review the results, along with other relevant information, to determine whether the student qualifies for gifted and talented services.

Parents will be included as active partners throughout the evaluation and planning process. If a student is found eligible, the GATE team will develop a Gifted and Talented Educational Plan that reflects the student's individual strengths, academic needs, areas of giftedness, and opportunities

for continued growth. The plan will be individualized rather than based on a single program model and may address intellectual, creative, academic, leadership, artistic, or other identified areas of advanced ability.

In developing the plan, the team will consider multiple data points, including assessment results, classroom performance, teacher input, parent input, student work samples, demonstrated talents, and any relevant cultural, linguistic, economic, or disability-related factors. For ELL students, the team will ensure that language acquisition needs are considered so that limited English proficiency does not prevent appropriate identification or access to gifted services.

Each Gifted and Talented Educational Plan will include measurable goals, clearly defined services, and instructional strategies designed to support the student's continued academic and personal development. Services may include differentiated instruction, curriculum compacting, enrichment, acceleration, advanced coursework, independent study, project-based learning, leadership opportunities, STEM extensions, arts-integrated experiences, or other appropriate supports. Plans will be reviewed periodically and revised as needed based on student progress, changing needs, and input from parents, teachers, and school leadership.

Implementation and Services

Gifted and talented services will begin promptly after the student's Gifted and Talented Educational Plan is developed and will be implemented across appropriate instructional settings. Teachers will be informed of their responsibilities under the plan and will provide differentiated instruction aligned to the student's identified strengths, academic needs, areas of giftedness, and measurable goals. School leadership will support implementation by ensuring that teachers have access to relevant student data, planning support, and instructional resources necessary to provide meaningful services.

Doral Academy Preparatory will offer a range of gifted and talented services designed to extend learning beyond grade-level expectations and promote advanced academic growth. These services may include advanced coursework, curriculum compacting, subject-area acceleration, flexible grouping, enrichment activities, independent study, research projects, leadership opportunities, STEM extensions, arts-integrated experiences, and project-based learning. When appropriate, students may also participate in academic competitions, mentorships, community-based projects, or other real-world learning experiences that allow them to apply advanced skills in meaningful contexts.

The curriculum for gifted and talented students will be designed to provide both vertical and horizontal enrichment. Vertical enrichment may allow students who have demonstrated mastery of grade-level standards to access more advanced content, accelerated pacing, or higher-level coursework. Horizontal enrichment may allow students to explore topics in greater depth, make interdisciplinary connections, engage in complex problem-solving, and produce original work that reflects creativity, critical thinking, and independent inquiry.

Students who demonstrate mastery of grade-level content will not simply receive additional work, but will be provided with appropriately challenging learning experiences that deepen understanding and promote continued growth. Teachers will use assessment data, classroom performance, student work, and ongoing progress monitoring to adjust instruction and ensure that gifted and talented students remain engaged, challenged, and supported. Through this approach, Doral Academy Preparatory will provide services that help gifted and talented students develop their academic potential, creativity, leadership, and readiness for advanced coursework, college, career, and civic life.

Ongoing Evaluation and Continued Services

The GATE team will regularly review the progress of gifted and talented students to ensure that services remain appropriately challenging, responsive, and aligned to each student's individualized Gifted and Talented Educational Plan. Reviews will consider multiple sources of information, including classroom performance, assessment results, student work products, teacher input, parent input, standardized assessment data, and evidence of student growth over time. When a student's needs change, the GATE team will update goals, services, instructional strategies, or enrichment opportunities to ensure that each student continues to receive appropriate support and challenge.

For students with additional needs, including English Language Learners, students with disabilities, and students from diverse cultural or economic backgrounds, the GATE team will ensure that all relevant factors are considered when reviewing progress and refining services. The team will distinguish between language acquisition, disability-related needs, prior opportunity, and gifted potential so that students are neither denied access to advanced learning opportunities nor provided services that fail to reflect their full range of strengths and needs. This ongoing review process will help ensure that gifted and talented students continue to grow academically, creatively, and personally.

Doral Academy Preparatory will provide a range of services to meet the needs of gifted and talented students, guided by each student's individualized plan. At the middle school level, students may have access to advanced coursework in core content areas, including mathematics, science, social studies, and English language arts, as well as state-approved gifted electives when available. These courses and learning experiences will be designed to promote deeper exploration of content, interdisciplinary learning, critical thinking, creativity, and independent inquiry. When required, courses will be taught by appropriately endorsed teachers.

At the high school level, gifted and talented students will be supported through advanced academic opportunities and individualized pathways aligned to their interests, strengths, and postsecondary goals. These opportunities may include honors courses, Advanced Placement coursework, dual enrollment opportunities, independent study, research projects, capstone or project-based learning experiences, and other advanced coursework as the school's enrollment and programming develop. Students may also engage in real-world learning through internships, mentorships, leadership experiences, academic competitions, service learning, and career-connected projects that support college and career readiness.

In addition to formal gifted and talented services, Doral Academy Preparatory will provide enrichment opportunities for students performing at or above grade level. These may include after-school programs, clubs, academic competitions, leadership organizations, STEM activities, arts-integrated projects, acceleration, differentiation, flexible grouping, and extended learning opportunities within the classroom. Through the school's data-driven instructional model, teachers and school leaders will monitor student performance to ensure that advanced learners continue to receive appropriate levels of challenge.

By combining individualized planning, regular progress review, advanced coursework, enrichment, acceleration, and real-world learning opportunities, Doral Academy Preparatory will support gifted and talented students in reaching their full potential. The school's approach will ensure that students with advanced abilities are not only identified but also meaningfully served through instruction that promotes academic growth, creativity, leadership, and readiness for advanced study, college, career, and civic life.

Promotion and Retention

Doral Academy Preparatory is committed to fair, equitable, and student-centered promotion and retention practices that align with the school's mission and support long-term academic success.

Promotion and retention decisions will be based on multiple measures of student performance rather than a single assessment score or isolated data point. The school will use ongoing assessment data, classroom performance, teacher input, attendance records, benchmark assessments, state and local assessments, and social-emotional considerations to determine whether a student is making sufficient progress toward grade-level expectations.

The school will use its data-driven instructional model to identify students who may need additional academic support as early as possible. When concerns arise, teachers and school leadership will provide timely interventions at the individual, classroom, and schoolwide levels. These supports may include targeted tutoring before, during, or after school; supplemental instruction within core classes; academic coaching; lesson modeling; technology-based programs; flexible grouping; small-group intervention; and, when appropriate, pull-out instruction for targeted skill development.

Families will be kept informed throughout the intervention process and encouraged to collaborate with teachers and school leadership to support student progress. The school's Data Team, in coordination with classroom teachers, will regularly review student performance and may recommend that students who require more intensive support participate in the RtI or MTSS process. Interventions will be monitored and adjusted based on evidence of student progress.

If a student continues to struggle despite targeted interventions, the student may be referred to the Pupil Promotion and Retention Team by the end of the first semester, when possible. This team may include school leadership, the student's current teacher, a receiving teacher, intervention staff, and, when applicable, a special education teacher. The team will review all relevant data, including attendance, classroom grades, assessment results, intervention history, teacher observations, family input, and social-emotional factors, before making a recommendation regarding promotion, retention, or additional supports.

For gifted and talented students, including twice-exceptional students, promotion and retention decisions will be made with careful attention to the student's individual strengths, academic needs, areas of giftedness, and any disability-related or language-related considerations. A gifted student who struggles in one area may still require advanced learning opportunities in another. Accordingly, the school will consider whether acceleration, subject-specific advancement, enrichment, intervention, or a modified support plan would better address the student's needs than

grade-level retention. The student's Gifted and Talented Educational Plan, if applicable, will be reviewed as part of this process.

Final decisions regarding promotion or retention will be made collaboratively with families and in accordance with established school benchmarks, applicable Idaho requirements, and federal protections. For students with disabilities or twice-exceptional students, the school will ensure that decisions comply with the Individuals with Disabilities Education Act, Section 504 when applicable, and the student's individualized plan. The goal of the process will be to ensure that each student is placed in the instructional setting most likely to promote academic growth, appropriate challenge, confidence, and continued progress toward college, career, and life readiness.

Professional Development Plan

Doral Academy Preparatory recognizes that the successful implementation of its instructional program depends on a high-quality, well-trained, and consistent team of teachers and school leaders. The school will support the professional development needs of administrators, instructional leaders, and faculty through on-site training, continuing education opportunities, relevant workshops, and, when appropriate, support for college coursework or professional learning that strengthens instructional practice. A member of the administrative team will oversee, coordinate, and monitor the staff development process to ensure that professional learning is aligned to student needs, school goals, curriculum implementation, and the school's broader mission.

Prior to the opening of the new campus, Doral Academy Preparatory will provide comprehensive professional development for administrators, instructional leaders, and faculty. School leadership will receive initial training on the school's mission, vision, instructional expectations, and core components of the Doral Preparatory educational model, including rigorous academics, student support systems, and differentiated instruction. Using a train-the-trainer approach, experienced leaders from established Doral campuses in Florida and Nevada may help prepare and support the new campus team. Before the inaugural school year, faculty will participate in one to two weeks of on-site professional development focused on instructional expectations, school culture, curriculum implementation, data-driven instruction, and strategies for serving diverse learners.

Each year, the Principal will assess professional development needs by reviewing student achievement data, implementation of instructional programs, teacher feedback, classroom

observations, faculty surveys, school improvement priorities, and annual school reports. This review will help identify areas where teachers need additional support, such as curriculum implementation, standards-aligned instruction, differentiated instruction, data-driven decision-making, classroom management, student engagement, intervention strategies, instructional technology, STEM integration, and supports for diverse learners. Professional development will be prioritized based on student needs, schoolwide goals, and the instructional capacity necessary to implement the school's academic model with fidelity.

Professional development will help teachers strengthen their ability to provide rigorous, standards-aligned instruction that supports all students. Training may include curriculum implementation, effective lesson design, assessment literacy, use of multiple measures of student performance, flexible grouping, enrichment, intervention planning, project-based learning, student goal setting, and strategies for promoting critical thinking, creativity, collaboration, communication, and independent learning. Teachers will also receive support in developing differentiated learning experiences that provide appropriate levels of support and challenge while remaining aligned to academic standards.

Because students enter school with varied strengths, needs, backgrounds, and readiness levels, professional development will address strategies for serving diverse learners, including students with disabilities, English Language Learners, at-risk students, gifted and talented students, and students from varied cultural, linguistic, and economic backgrounds. Teachers will be trained to recognize student needs, interpret academic and behavioral data, provide appropriate accommodations and interventions, and ensure that all students have meaningful access to rigorous instruction and schoolwide opportunities. This training will help ensure that students are identified, supported, challenged, and served equitably.

The school will also provide professional development in broader instructional practices that support a comprehensive college-preparatory model. These may include differentiated instruction, data-driven decision-making, curriculum implementation, multimodal instructional methods, STEM and technology integration, inquiry-based learning, project-based learning, and research-based instructional strategies. Teachers will learn to use assessment data and classroom evidence to determine when students need reteaching, intervention, enrichment, acceleration, additional challenge, or targeted support. Training in horizontal and vertical planning will also help faculty align instruction, expectations, and student supports across grade levels and content areas.

In addition, Doral Academy Preparatory will provide professional development on serving exceptional and educationally disadvantaged students. This training will support the implementation of differentiated instruction; sheltered instruction strategies for ELL students; WIDA screening and assessment procedures for appropriate staff; evidence-based interventions; accommodations and modifications; and strategies for meeting the needs of students with diverse learning profiles. By addressing student support within a broader instructional framework, the school will promote a coordinated approach that recognizes both individual student needs and the expectation that all students can grow academically.

All staff will also participate in training on school policies and procedures, Positive Behavioral Support, Check-In/Check-Out systems, safety and security procedures, and effective use of instructional technology. Technology training will help teachers integrate digital tools into instruction, support research and project-based learning, enhance student engagement, and prepare students to meet the expectations of college, career, and modern academic environments. Safety and security training, including crisis prevention and required health and safety protocols, will help ensure that the school maintains a safe and supportive environment for all students.

Teachers may also attend relevant local, state, or national conferences and share their learning with colleagues upon return. This approach will allow the school to build internal expertise over time and create a culture of continuous professional growth. Through sustained professional development, coaching, collaboration, and review of student data, Doral Academy Preparatory will ensure that teachers are prepared to deliver high-quality instruction, support diverse learning needs, and promote strong academic, creative, and personal outcomes for all students.

Evaluations

The Principal will conduct annual evaluations of teachers and staff in alignment with applicable requirements, school policies, and recognized best practices for effective educator development. As part of this process, the Principal will work with each staff member to establish professional goals and, when appropriate, develop an individualized professional development plan aligned to the school's mission, instructional priorities, achievement data, and student needs.

In addition to formal evaluations, the Principal will regularly observe staff in daily practice to identify strengths, recognize effective performance, and provide timely support where improvement is needed. Feedback will be ongoing and may include targeted coaching, problem-solving support, instructional modeling, professional learning recommendations, or opportunities

for staff to observe colleagues who demonstrate strong practices in instruction, student support, classroom culture, collaboration, or school operations.

Doral Academy Preparatory will promote a professional culture that supports continuous improvement through peer observation, instructional coaching, mentorship, collaborative planning, and review of student work and performance data. These practices will help staff refine their professional practice, strengthen consistency across classrooms and programs, and ensure that students receive appropriate levels of support, challenge, and engagement.

This comprehensive evaluation process will provide accountability while also supporting professional growth. By connecting staff evaluations to professional development, coaching, student data, and schoolwide priorities, Doral Academy Preparatory will help ensure that teachers and staff are prepared to provide rigorous, differentiated, responsive, and supportive learning experiences for all students.

Formal Evaluations - First Year Employees, Alternative Teacher Certification

All first-year employees and any teacher who has not yet obtained a Professional Teacher Certification, including teachers participating in Idaho's Alternative Teacher Licensure pathway, will receive two formal evaluations each year, with one conducted during each semester. This process will provide early, structured feedback and ensure that new or alternatively licensed teachers receive the guidance, accountability, and professional support needed to meet school expectations, strengthen instructional practice, and satisfy applicable certification requirements.

Evaluation will include a review of the employee's self-assessment, assigned job responsibilities, classroom performance or role-specific duties, progress toward goals, and areas identified for continued growth. Evaluations will consider the extent to which staff members demonstrate effective performance in their assigned roles and contribute to the school's academic, operational, and student support goals. For instructional staff, this may include evidence of rigorous standards-aligned instruction, effective classroom management, student engagement, assessment-informed planning, timely intervention, enrichment, and meaningful support for diverse learners, including students with disabilities, English Language Learners, at-risk students, gifted and talented students, and students requiring additional academic, behavioral, or social-emotional support.

When an employee is working toward certification, the evaluation process will include a plan to support progress toward applicable licensure requirements. This may include targeted professional development, mentorship, instructional coaching, classroom observations, assistance with required

documentation, and regular check-ins with school leadership. If performance concerns are identified, they will be documented clearly, and the Principal will work with the employee to identify corrective actions, timelines, and support.

As part of the evaluation process, the Principal may communicate with the employee and, when appropriate, the Board of Directors regarding whether continued employment is anticipated for the following school year. This communication will be grounded in documented performance, progress toward professional goals, certification status, and the school's staffing and instructional needs.

All formal evaluation results will be documented in writing, reviewed with the employee, signed by both the employee and the Principal, and maintained in the employee's professional portfolio and personnel file. This process will promote clear expectations, consistent accountability, ongoing professional growth, and high-quality instruction and support for all students.

Formal Evaluations - Returning Employees

Returning staff members will receive at least one formal evaluation each year, generally conducted approximately six months into the school year. This evaluation will provide an opportunity to review the employee's overall job performance, progress toward established goals, and implementation of the employee's professional development plan. The process will help ensure that returning staff continue to grow professionally, remain aligned with school expectations, and contribute effectively to the school's academic, operational, and student support priorities.

For instructional staff, the evaluation may include review of standards-aligned instruction, classroom management, student engagement, differentiation, assessment-informed planning, timely intervention, enrichment, project-based learning, and support for diverse learners. The evaluation may also consider how effectively teachers use student data, classroom performance, and formative assessments to provide appropriate levels of support and challenge for students with disabilities, English Language Learners, at-risk students, gifted and talented students, and students requiring additional academic, behavioral, or social-emotional support.

The formal evaluation process will also provide staff members with an opportunity to offer feedback to the Principal regarding school leadership, instructional systems, professional development needs, and school operations. This two-way feedback process will support a culture of transparency, collaboration, and continuous improvement.

Based on the evaluation, documented performance, progress toward goals, and the school's staffing and instructional needs, the Principal may communicate to the employee and, when appropriate, the Board of Directors whether continued employment is anticipated for the following school year.

All formal evaluation results will be documented in writing, reviewed with the employee, signed by both the employee and the Principal, and maintained in the employee's personnel file. This process will support ongoing growth, accountability, transparency, and consistent alignment with the school's expectations for high-quality instruction and student support.

Response to Observations and Evaluation Findings

All employees will have the opportunity to submit a written response to any formal or informal observation, performance feedback, or evaluation report within one week of receiving it. The response may identify areas of disagreement, provide additional context, clarify information, or raise concerns regarding the observation or evaluation findings.

Any written response submitted by the employee will be attached to the original observation or evaluation document and maintained in the employee's personnel file. When appropriate, the Principal or evaluator may review the response with the employee to support clarification, professional growth, and continued alignment with school expectations.

This process will help ensure that evaluations are fair, transparent, and well-documented while preserving the employee's opportunity to provide input regarding their performance record.

III. Board capacity & governance structure

Governance Structure

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 serve as the school's independent, autonomous policy-making body and will be fully responsible for the school's academic, financial, and operational oversight. The Board will ensure that the school operates in compliance with all applicable laws, the terms of its charter, and the Idaho Public Charter School Commission's [Performance Framework](#). The Board will maintain clear lines of authority and accountability, including oversight of any contracted service providers, to ensure that all decisions remain aligned with the school's mission and in the best interest of students.

Board members will serve staggered five-year terms, with a maximum of two consecutive terms. This structure promotes continuity while allowing for the regular introduction of new perspectives and expertise. Staggering ensures that no more than half of the board is up for appointment in any given year, except in cases of vacancy, which supports stability and sustained governance capacity. The Board will elect officers annually, including a Chair, Vice Chair, Secretary, Treasurer, and any additional roles deemed necessary. Officers may serve consecutive one-year terms. The Chair will preside over meetings, coordinate with school leadership to set agendas, and ensure that the Board fulfills its oversight responsibilities. The Vice Chair will assume these duties in the absence of the Chair. The Secretary will maintain accurate records of all proceedings and ensure compliance with Idaho open-meeting laws and public-notice requirements. The Treasurer will oversee the school's financial condition by reviewing financial reports, monitoring internal controls, and ensuring the school remains fiscally sound in compliance with state requirements.

The Board will consist of five to nine members and will intentionally maintain a composition that reflects both community representation and professional expertise. To support effective governance, the Board will seek members with backgrounds in education, finance, law, and human resources, as well as parent representation. This diversity of experience will strengthen the Board's ability to provide informed oversight, evaluate school performance, and make sound, data-driven decisions.

The Board will adopt and enforce policies related to ethics, conflicts of interest, and fiduciary responsibility to ensure transparency and independence in all decision-making. Board members will actively monitor the school's academic, financial, and operational performance through

regular review of data, reports, and key performance indicators aligned to the Commission's expectations. Any member may be removed by a two-thirds vote of the remaining members when it is determined to be in the school's best interests. Members may also resign at any time, with resignation effective upon written notice to the Board Chair.

Through these structures and practices, the Governing Board will maintain clear accountability for school performance, ensure effective oversight of all aspects of school operations, and uphold its responsibility to deliver strong student outcomes in alignment with the Idaho Public Charter School Commission's standards.

The Governing Board acknowledges the Commission's question regarding Board Chair Sara Frost's prior service as a substitute teacher for Doral Academy of Idaho. To clarify, Ms. Frost previously accepted occasional substitute-teaching assignments at the school on an as-needed basis before her selection to join the Governing Board on May 25, 2023. To maintain a clear separation between governance and school employment and to avoid both an actual conflict of interest and the appearance of one, Ms. Frost discontinued all compensated substitute-teaching services in April 2023, the month before her appointment to the Board. Please see **Appendix H3a: Board of Directors Resumes.**

The Board is committed to independent governance and will continue to require disclosure and recusal whenever a Board member has an actual or potential conflict. Ms. Frost does not currently serve as an employee, contractor, or compensated service provider of Doral Academy of Idaho and receives no compensation for her service on the Governing Board. She will continue to comply with the school's Conflict of Interest Policy and Code of Ethics, including its disclosure and recusal requirements.

The Board has reviewed this matter and reaffirmed that individual Board members may support school activities as parents or volunteers, but no Board member may use a governance position for personal financial benefit or participate in a matter in which the member has a personal or financial interest. The Board will document annual conflict disclosures and address any actual or potential conflict through disclosure, recusal, legal review, and any additional action required by Board policy or applicable law.

Duties of the Governing Board

As outlined in the school's bylaws, the Governing Board is responsible for ensuring that Doral Academy Preparatory operates in accordance with its mission, complies with all applicable laws,

and meets the expectations set forth in its charter and the Idaho Public Charter School Commission's [Performance Framework](#). The Board will exercise independent oversight of the school's academic, financial, and operational performance and will hold school leadership and any contracted service providers accountable for results. [Please see Appendix C: Bylaws for additional information.](#)¹⁹

In fulfilling these responsibilities, the Board will adopt and periodically review the school's mission and vision, approve and monitor major educational and operational policies, and ensure that the academic program is implemented with fidelity. The Board will approve the annual budget and financial plan, monitor financial performance throughout the year, and ensure that appropriate internal controls are in place. The Board will also review and approve all major contracts, including those related to management and service providers, to ensure alignment with the school's goals and compliance with applicable requirements.

The Board will maintain oversight of the school's financial integrity by selecting an independent auditor, reviewing annual audit reports, and ensuring that any findings are addressed promptly. The Board will also hire, support, and evaluate the school leader, who is responsible for day-to-day operations, and will establish clear performance expectations aligned to student outcomes and organizational goals.

Board members will be expected to actively engage in governance responsibilities by participating in regular meetings, reviewing data and reports, and contributing to informed decision-making. Members will support the school community by participating in school events and ongoing training to strengthen governance capacity. The Board will conduct an annual retreat to review performance, set goals, and complete a formal self-evaluation to ensure continuous improvement. All Board members will comply with Idaho Open Meeting Law and other applicable statutes, ensuring transparency and public accountability in all actions. To further support effective governance, the Board may establish standing committees, including academic, governance, and finance committees. These committees will include Board representation and may involve key stakeholders, and will support deeper review and monitoring of specific areas while maintaining full Board accountability for all decisions.

¹⁹ [Appendix C has been replaced with an executed copy of the current Bylaws of Doral Academy of Idaho marked as **Appendix Ca: Bylaws**. The Governing Board adopted the bylaws and, most recently, amended them during an opening meeting on June 18, 2026. The attached certification confirms that the document is a true and correct copy of the bylaws currently in effect.](#)

Through these duties and structures, the Governing Board will ensure strong oversight, sound decision-making, and continuous alignment with the school's mission and the Idaho Public Charter School Commission's expectations. The Board will provide effective oversight through a structured cycle of goal-setting, regular reporting, data review, evaluation, and corrective action when needed. At public meetings, the Board will review academic performance data, financial reports, enrollment trends, compliance updates, operational indicators, and progress toward charter goals. The Board will use this information to monitor performance under the Commission's [Performance Framework](#), evaluate the principal, review the performance of contracted service providers, approve necessary policy or budget adjustments, and ensure that identified concerns are addressed in a timely manner. This governance structure will allow the Board to remain focused on strategic oversight and accountability while avoiding involvement in daily school management.

Independent Support

To ensure strong governance and maintain clear independence in financial, legal, and operational oversight, the Doral Academy of Idaho Governing Board is actively pursuing relationships with qualified third-party providers for audit, legal, and educational service provider support. These independent partners will play a critical role in supporting the Board's fiduciary responsibilities, strengthening operational capacity, and ensuring compliance with applicable laws, regulations, and charter obligations. While the Board will retain full authority over governance, academic programming, school leadership, budgeting, and major decision-making, these external providers will provide specialized expertise to support the school's successful launch, sound financial management, legal compliance, and effective non-academic operations.

Audit Support

The Board has engaged HLB Gravier LLP to provide independent audit services for Doral Academy of Idaho. Under the engagement, HLB Gravier LLP will audit the school's basic financial statements in accordance with generally accepted auditing standards, Government Auditing Standards, and applicable state or regulatory audit requirements. The audit will include a review of the school's governmental activities, major funds, aggregate remaining fund information, related notes, and required supplementary information, including management's discussion and analysis and budgetary comparison schedules. HLB Gravier LLP will also issue a written report on the financial statements and a separate report describing the scope and results of

its testing of internal control over financial reporting and compliance with laws, regulations, grants, and contracts.

If this charter application is approved and Doral Academy Preparatory opens as a new grade 6-12 campus, the Governing Board would seek to incorporate the new school into this audit engagement or otherwise amend the agreement as appropriate to ensure that the new campus is included in the Board's independent audit and financial oversight structure. This independent audit relationship will support the Board's fiduciary oversight, promote transparency, and ensure objective review of the school's financial statements, internal controls, and compliance practices.

Legal Support

In addition, the Board has engaged Yorgason Law Offices to provide legal support services for Doral Academy of Idaho. The firm brings experience in education law, governance, and regulatory compliance and will provide guidance to ensure the school fully complies with Idaho Code, including Open Meeting Law, public records requirements, charter school statutes, and other applicable legal obligations.

If this charter application is approved and Doral Academy Preparatory opens as a new grade 6-12 campus, the Governing Board would seek to incorporate the new school into its existing legal support relationship with Yorgason Law Offices or otherwise amend the engagement as appropriate to ensure that the new campus has access to qualified legal counsel. This relationship will assist the Board with contract review, policy development, governance matters, employment issues, student-related legal matters, regulatory compliance, and risk management, thereby supporting transparent decision-making, legal compliance, and alignment with the school's charter obligations and the expectations of the Idaho Public Charter School Commission.

The Governing Board recognizes that independent legal and financial oversight is essential to maintaining transparency, accountability, and public trust. These partnerships will support the Board in fulfilling its oversight responsibilities, mitigating risk, and ensuring that the school's financial and operational practices meet the standards expected by the Idaho Public Charter School Commission.

Operational Support

The Board also intends to engage Academica as an educational service provider to provide independent, professional support for non-academic back-office and operational functions. Academica's services may include budgeting support, financial reporting assistance, compliance

monitoring, Board meeting coordination, state reporting support, procurement assistance, human resources support, grant support, and start-up planning. Academica will be contracted by and accountable to the Governing Board and will serve only in an advisory and support capacity. The Board will retain all governance authority, financial oversight, academic decision-making responsibility, and control over school leadership, with the principal reporting directly to the Board rather than to Academica. This structure will allow the school to access experienced operational support while preserving the Board’s independent oversight and decision-making authority.

Board Member Qualifications

Doral Academy of Idaho’s Board comprises a diverse group of individuals with the experience, skills, and professional backgrounds necessary to provide effective oversight of a public charter school. Collectively, Board members bring expertise in education, finance, operations, technology, organizational leadership, compliance, and community engagement. This combination of professional experience and stakeholder perspective positions the Board to evaluate school performance, steward public funds, oversee contracted services, support and hold the school leader accountable, and ensure that Doral Academy Preparatory remains aligned with its mission, charter commitments, and the expectations of the Idaho Public Charter School Commission. The qualifications, areas of expertise, and names of the Board members are provided below.

Table 5. Board Member Biographies

Board Member Biographies	
Sara Frost, Chair	Sara Frost brings a strong combination of educational commitment, professional expertise, and community engagement to the Governing Board. As a parent of enrolled students, she offers valuable insight into the student and family experience, supporting the Board’s ability to make informed, student-centered decisions. Ms. Frost holds a bachelor’s degree in English Literature from Brigham Young University and a Master of Business Administration from the University of Redlands. Her professional background includes consulting experience across technology, finance, education, real estate, and multimedia. She currently serves as the Chief Executive Officer and Founder of The Frost Group, overseeing organizational leadership, strategic planning, and operations. Her experience in leadership, financial oversight, and strategic development, combined with her direct involvement in school communities, positions her to effectively guide Board governance, support accountability, and ensure alignment with the school’s mission and performance goals.

Board Member Biographies	
Angela Perez, Vice Chair	Angela Perez brings extensive experience in technology leadership, project management, and organizational oversight. She holds a Bachelor of Science degree in Business Administration with an emphasis in Information Systems from Montana State University. Ms. Perez spent more than 25 years at Micron Technology, advancing from software engineer to Senior IT Director. In this role, she led large, global teams, managed complex business systems, and oversaw multi-million-dollar budgets. She is also a certified Project Management Professional (PMP), reflecting her expertise in strategic planning, execution, and operational efficiency. Her background in managing large-scale projects, overseeing financial resources, and leading diverse teams provides valuable expertise to the Governing Board. Ms. Perez’s experience supports strong governance practices, effective operational oversight, and informed decision-making aligned with the school’s long-term success.
Logan Schmidt, Secretary	Logan Schmidt brings significant experience in finance, operations, and organizational leadership to the Board. He currently serves as Chief Operating Officer at Ramirez-Smith Law, where he oversees hiring and recruitment, manages operations across human resources and accounting, and leads strategic planning efforts aligned with organizational goals. In this role, he is responsible for monitoring performance metrics, managing budgets and forecasts, and ensuring operational efficiency across the organization. Mr. Schmidt previously held leadership roles in the financial services industry, including Branch Manager at Connections Credit Union and management positions at Pioneer Federal Credit Union and Mountain America Credit Union. In those roles, he gained extensive experience in financial operations, regulatory compliance, staff supervision, and performance management. He also led training initiatives, developed operational procedures, conducted internal audits, and ensured adherence to internal policies and external regulatory requirements. Mr. Schmidt’s background in financial services and executive operations provides valuable expertise in internal controls, compliance, budgeting, and organizational oversight. As a parent of a Doral Academy student, he also brings a meaningful understanding of student and family needs. His combined professional experience and stakeholder perspective support the Board’s responsibilities for governance, financial stewardship, and accountability, aligned with the school’s mission and the expectations of the Idaho Public Charter School Commission.
Chantel Morales, Member	Chantel Morales brings extensive experience in educational leadership and school operations, with more than 18 years in

Board Member Biographies	
	elementary education. She began her career as a classroom teacher in 2007 and joined the Mater Academy network in 2010. Over time, she advanced through key instructional and leadership roles, including Reading Coach, Lead Teacher, and Assistant Principal. Since 2021, Ms. Morales has served as Principal of Mater Academy Elementary, where she oversees a large K-5 campus serving approximately 1,600 students and more than 180 staff members. In this role, she has led the implementation of rigorous, standards-aligned instructional programs and has maintained the school's high-performing status as designated by the Florida Department of Education. Her experience also includes oversight of Title I programs, ensuring compliance with federal requirements and the effective use of resources to support student achievement. Ms. Morales's background in instructional leadership, data-driven decision-making, and large-scale school management provides the Governing Board with valuable expertise. Her experience supports strong academic oversight, accountability, and alignment with performance expectations, contributing to the Board's ability to monitor and guide school success.
Dr. Emma Wood, Member	Dr. Emma Wood brings extensive expertise in educator preparation, instructional design, and inclusive education. She serves as Assistant Dean for Educator Preparation in the College of Education at Idaho State University and is currently the President of the Idaho Association of Colleges of Education. Dr. Wood holds a Ph.D. in Instructional Design from Idaho State University and specializes in universal design for learning, accessibility, and inclusive instructional practices. She is also a certified American Sign Language interpreter. Dr. Wood's professional experience includes leadership in educator training, program development, and alignment to state and national standards. She has contributed to education policy through service on professional standards commissions and has conducted research in educational technology and inclusive teaching practices. Her background in teacher preparation, compliance with educator standards, and evidence-based instructional practices provides valuable expertise to the Governing Board. Dr. Wood's experience supports the Board's ability to oversee academic quality, ensure alignment with state expectations, and promote equitable access to high-quality instruction for all students.
Rodney Saunders, Member	Rodney Saunders brings extensive experience in school leadership, charter school operations, and organizational management. He currently serves as Executive Director of Doral Academy of Nevada, where he oversees multiple campuses and supports academic, operational, and strategic initiatives across the network.

Board Member Biographies	
	Mr. Saunders began his career in education as a classroom teacher and later served in the Clark County School District as a teacher, assistant principal, and principal over a span of more than 20 years. As a principal, he was recognized as Elementary School Administrator of the Year by the Clark County School Librarians Association. He has also played a key role in opening new schools, including serving as the founding principal of Henry & Evelyn Bozarth Elementary School and leading the launch of Doral Academy's Pebble Campus. He holds a bachelor's degree in Elementary Education from Marietta College and a graduate degree in Administration and Supervision from the University of Phoenix. Mr. Saunders's experience in leading large school systems, managing school start-up efforts, and overseeing academic performance provides valuable expertise to the Governing Board. His background supports strong oversight of school operations, implementation of the Doral model, and alignment with performance expectations.
Alexa Milazzo, Treasurer	Alexa Milazzo is a financial and accounting professional with more than 13 years of experience in corporate accounting, financial reporting, payroll administration, compliance, internal controls, and business governance. She is the owner of Idahome Bookkeeping in Meridian, Idaho, where she provides accounting and financial management services to small businesses, including financial statement preparation, payroll processing, tax reporting, vendor management, and guidance on financial best practices. Prior to launching her own business, Ms. Milazzo spent nine years with Amron International, where she advanced through multiple accounting roles. Her experience includes preparing financial statements, reconciling accounts, reviewing accounts payable, managing payroll, preparing sales tax returns, maintaining fixed asset records, and improving accounting processes. She holds a Bachelor of Science in Accounting from Colorado State University–Global Campus and an Associate of Science in Business Administration and Management from MiraCosta College. As both an accounting professional and a Doral parent, Ms. Milazzo brings valuable expertise in fiscal stewardship, transparent governance, regulatory compliance, and responsible decision-making to support the long-term success of Doral Academy of Idaho.

Please see [Appendix H3g: Board of Directors' Resumes](#) for additional information.

Transition Plan

Upon charter approval, the committee to form will formally transition to its role as the independent oversight governing body responsible for ensuring that Doral Academy Preparatory opens and

operates in alignment with its mission, charter commitments, and the Idaho Public Charter School Commission's [Performance Framework](#). During the pre-opening period, the Board will actively oversee key start-up priorities, including facility procurement, staffing, policy development, and implementation of operational systems, while maintaining clear separation between governance and management responsibilities.

The Board intends to sign a contract with Academica to provide comprehensive, professional management of non-academic functions. This structure is designed to allow the Board and school leadership to focus on academic quality, school culture, and student outcomes. Academica will operate under the direction of the Governing Board and will be accountable to the Board for performance. The Board retains full authority to evaluate, direct, or terminate the relationship as needed. The school principal will report solely to the Governing Board and will have no reporting obligation to Academica, ensuring clear lines of authority and preserving leadership autonomy.

As the school principal is hired and systems are established, the Board will delegate day-to-day operational responsibilities to the principal. While the Board may provide limited transitional support during the pre-opening phase, it will not be involved in daily management once the school is operational. Clear systems, policies, and reporting structures will be implemented to ensure that the Board can effectively monitor academic, financial, and operational performance without encroaching on administrative responsibilities.

The Board will shift its focus to strategic governance, including setting goals, monitoring performance data, ensuring fiscal responsibility, and holding the principal and any contracted service providers accountable for results. Regular reporting, established performance metrics, and ongoing evaluation processes will guide the Board's oversight role.

The founding Board has been intentionally structured to ensure independence and governance capacity. No Board member intends to seek employment with the school, and all members are committed to serving in a fiduciary capacity. Collectively, the Board is prepared to act as a steward of public funds and a guardian of the public trust, ensuring that the school operates with transparency, accountability, and a sustained focus on strong student outcomes.

Board Member Recruitment and Training

The Governing Board is committed to maintaining a composition that reflects the range of expertise and perspectives necessary to provide effective oversight of the school. In accordance with its bylaws, the Board will seek members with key competencies in education, finance, law,

and human resources, as well as parent representation. This intentional structure ensures that the Board has the capacity to oversee academic performance, financial health, and organizational compliance in alignment with the Idaho Public Charter School Commission's expectations.

As vacancies arise, the Board will implement a transparent and deliberate recruitment process designed to identify qualified candidates with the professional expertise and commitment necessary for effective governance. The Board will develop and publicly post position descriptions outlining desired qualifications and expectations. Recruitment efforts will include outreach through the school's website, direct communication with families, professional networks, and community-based organizations. The Board may also utilize nonprofit and civic networks to identify individuals with prior board experience and a demonstrated commitment to public service. The Board recognizes that service on a charter school governing board requires significant commitment and carries fiduciary responsibility for a complex public organization. As such, recruitment efforts will prioritize candidates who understand the scope of governance responsibilities, including oversight of public funds, compliance with applicable laws, and accountability for student outcomes. All board member appointments will be conducted in accordance with the Idaho Open Meeting Law, with notice of intent to fill vacancies included in publicly posted meeting agendas, and appointments approved by a majority vote of the Board at a duly noticed public meeting.

The Governing Board is committed to comprehensive onboarding and ongoing development of its members. New members will receive key documents and training materials, including the board bylaws, charter application and contract, current budget, strategic plan, school leader evaluation tools, and current academic performance data. Training will also include guidance on Idaho Open Meeting Law, public records requirements, and the roles and responsibilities of governing board members to ensure immediate and effective participation in oversight functions.

The Governing Board is also committed to ongoing training and development to ensure effective governance. Board member Emma Wood has attended the Charter Start 101 online training workshop offered by the Idaho State Department of Education's Office of School Choice, which covers core topics such as governance, finance, and accountability. Following charter approval, the Board will continue to engage in targeted professional development aligned to Commission expectations, including training in school finance, governance and ethics, strategic planning, open meeting law, and the use of academic and operational data to inform oversight.

At the conclusion of the first year and annually thereafter, the Board will participate in a formal retreat to review performance and set strategic direction. During this process, the Board will analyze ISAT results and other student achievement data, complete a structured self-evaluation, update the school's strategic plan, and establish measurable performance goals for the principal aligned to student outcomes, organizational health, and leadership effectiveness. The Board's self-evaluation will assess areas such as governance structure and operations, financial oversight, academic performance monitoring, and the effectiveness of its relationship with the school leader. The Board will also conduct an annual self-evaluation aligned to the Idaho Public Charter School Commission's [Performance Framework](#), specifically assessing its effectiveness in overseeing academic, financial, and operational performance. Based on the results of this evaluation, authorizer feedback, and stakeholder input, the Board will develop a targeted training plan for the upcoming year. Ongoing training will ensure continued compliance with Idaho law and strengthen the Board's capacity to provide effective, independent oversight.

Through intentional recruitment, structured onboarding, and continuous development, the Governing Board will maintain the expertise and capacity necessary to govern effectively, uphold transparency and accountability, and ensure strong outcomes for students.

School Leadership

Principal

The Governing Board will appoint a qualified school principal who will be responsible for the day-to-day administration of Doral Academy Preparatory, in accordance with the policies, procedures, and budget approved by the Board. The principal will serve as the instructional and operational leader of the school and will be accountable for academic performance, staff management, school culture, and overall organizational effectiveness. Please see [Appendix H4: Principal Job Description](#) for additional information. The principal will regularly report to the Board on academic, financial, and operational performance and will be evaluated annually against clearly defined goals aligned with the Idaho Public Charter School Commission's [Performance Framework](#).

Doral Academy Preparatory anticipates leadership from Michael Shapiro, an experienced educator and school leader committed to student success and community engagement. Mr. Shapiro holds dual bachelor's degrees in history and biblical studies from California Baptist University and a Master's degree in Educational Leadership from Northwest Nazarene University. His career in

education spans more than a decade, beginning as a paraprofessional in a special education classroom and progressing through roles as a classroom teacher and director. This progression reflects both his instructional expertise and his capacity to lead and support diverse student populations.

Mr. Shapiro's leadership approach aligns closely with the Doral model, emphasizing rigorous academic instruction and strong partnerships with families. He is committed to creating a school environment that supports students at all learning levels and fosters both academic achievement and personal growth. His experience working directly with students, supporting teachers, and engaging with families positions him to foster a positive, collaborative school culture that drives strong outcomes.

In his role, the principal will hire, supervise, and evaluate all faculty and staff and will establish systems to ensure effective instruction, data-driven decision-making, and continuous improvement. Responsibilities include oversight of curriculum implementation, classroom management, student assessment, professional development, and support services. The principal will also ensure compliance with all applicable laws and policies, maintain effective communication with families and the community, and oversee facilities and internal financial controls.

The principal will delegate responsibilities to administrative and instructional leaders as appropriate to ensure that all aspects of school operations are implemented with fidelity. Through regular communication with the Governing Board and ongoing monitoring of school performance, the principal will ensure that Doral Academy Preparatory remains aligned with its mission and delivers strong academic and organizational outcomes.

Teachers and Staff

All school personnel will report directly to the principal, who is responsible for establishing an effective staffing structure that supports the school's academic program and operational needs. The principal will determine appropriate staffing levels and organizational roles for instructional and administrative positions, ensuring alignment with the school's mission and performance goals. Teachers and staff will be responsible for implementing the school's policies, procedures, and instructional program with fidelity. This includes delivering high-quality instruction, maintaining a positive and structured learning environment, and engaging in professional collaboration with colleagues. Staff will also be expected to communicate effectively with students and families,

support student achievement, and contribute to a school culture focused on continuous improvement.

Through clear expectations, ongoing supervision, and regular evaluation, the principal will ensure that all personnel are accountable for their roles and contribute to the school's academic and organizational success.

Relationship Between the Board, School Leaders, and ESP

Doral Academy Preparatory will maintain clear lines of authority between governance, school leadership, and contracted service providers. The Governing Board will serve as the school's independent public governing body and will retain ultimate authority over the charter, budget, major contracts, policy, academic accountability, financial oversight, and evaluation of the school leader. The principal will report directly and solely to the Governing Board and will be responsible for day-to-day school administration, instructional leadership, staff supervision, school culture, family communication, and implementation of Board-approved policies and budgets.

The Board intends to contract with Academica to provide non-academic back-office and operational support services, including bookkeeping, financial reporting support, compliance assistance, procurement support, human resources support, and other administrative services as defined in the management agreement. Academica will report to and be accountable to the Governing Board pursuant to the terms of its contract. Academica will not supervise the principal, direct instructional decisions, or exercise governing authority over the school. The Board will retain the authority to monitor, evaluate, direct, or terminate the service provider relationship consistent with the contract and the best interests of the school.

All faculty and school-based staff will report to the principal, who will be responsible for hiring, supervision, evaluation, and day-to-day management. This structure preserves the Board's independent oversight role, the principal's autonomy as the school's instructional and operational leader, and the service provider's limited role as a contracted support organization. Please see **Figure 8** below for a visual summary of these reporting relationships.

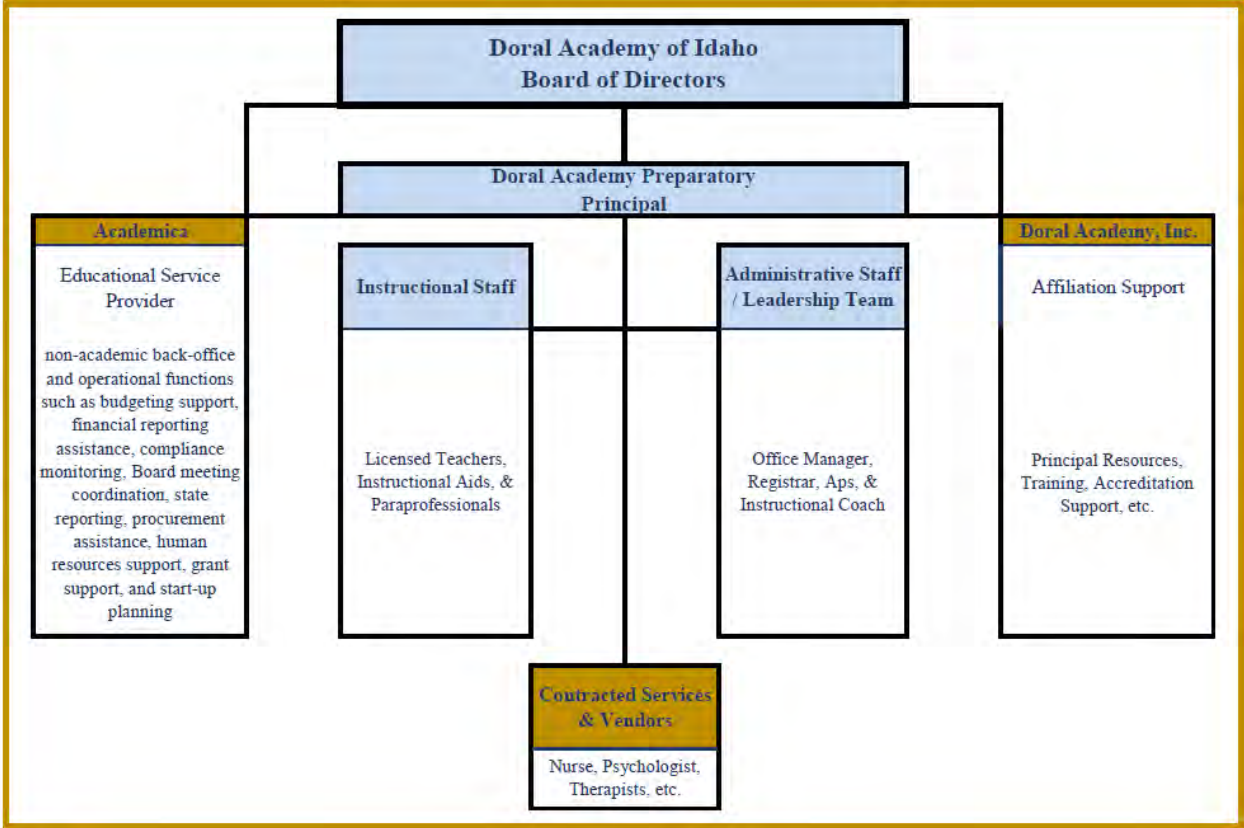


Figure 8. Organizational Chart

IV. School leadership**School Administration and Leadership**

Doral Academy Preparatory recognizes the critical role that strong, effective leadership plays in driving student achievement and overall school success. The school's leadership model is aligned with the [Idaho Standards for Effective Principals](#) and emphasizes a clear focus on academic performance, positive school culture, and continuous improvement. The principal will be responsible for ensuring that all instructional, operational, and organizational systems are implemented with fidelity and aligned to the school's mission, charter commitments, and the Idaho Public Charter School Commission's [Performance Framework](#).

Upon approval and completion of all required Board action, the Governing Board anticipates appointing Michael Shapiro to serve as principal of the new Doral Academy Preparatory grade 6-12 campus, based on his demonstrated success as principal of Doral Academy of Idaho's existing K-8 campus in Meridian. Mr. Shapiro brings more than a decade of experience in education, including roles as a paraprofessional, teacher, and school leader. He holds dual bachelor's degrees in History and Biblical Studies from California Baptist University and a Master's degree in Educational Leadership from Northwest Nazarene University. His leadership experience reflects a strong track record of supporting diverse student populations, building effective teams, and implementing systems that promote student growth and achievement.

Mr. Shapiro's capacity to lead the proposed grades 6-12 campus is demonstrated by his recent track record at Doral Academy of Idaho's existing K-8 campus in Meridian, which serves students from the same general community and a student population similar to that Doral Academy Preparatory expects to serve. According to the IPCSC's 2024-25 Annual Performance Report, Doral Academy of Idaho served 330 students in grades K-8 during the 2024-25 school year, with a student population that included 29 percent non-white students, 25 percent Hispanic students, 13 percent students with disabilities, 11 percent economically disadvantaged students, and 3 percent English learners. This context is important because Mr. Shapiro's leadership experience has occurred in the same local region and with a student population that includes many of the same academic and demographic considerations that will inform the proposed secondary campus.

Under Mr. Shapiro's leadership, Doral Academy of Idaho demonstrated meaningful academic progress and strong performance in several key areas. The school's 2024-25 Annual Performance Report shows that the school met the Idaho Public Charter School Commission's standards for

ELA proficiency, ELA growth, math growth, and literacy proficiency, with academic results of 69.6 percent ELA proficiency, 72.7 percent ELA growth, 55.3 percent math growth, and spring literacy proficiency of 72 percent. The accompanying academic performance data also show that the school exceeded statewide performance levels in both ELA and mathematics, with 69.6 percent of students proficient in ELA compared to the state rate of 53.2 percent, and 50.2 percent proficient in mathematics compared to the state rate of 42.3 percent. These results provide evidence that Mr. Shapiro has experience implementing the Doral model, supporting academic growth, and maintaining achievement levels that compare favorably to statewide outcomes.

The school's recent improvement in performance is particularly notable, given the conditions set out in DAI's 2025 renewal. The IPCSC renewed Doral Academy of Idaho with a six-year operating contract and established specific academic conditions requiring continued year-over-year improvement in math proficiency, math growth, ELA proficiency, ELA growth, and literacy proficiency. In response to these expectations, the school produced a strong 2024-25 academic snapshot, including "Meets Standard" ratings in ELA proficiency, ELA growth, math growth, and literacy proficiency, as well as operational "Meets Standard" ratings in governance structure, governance oversight, student services, data security/transparency, and facilities and services. In addition, the school recorded a significant improvement in statewide ELA performance, advancing from 105th to 20th in Idaho district rankings between 2024 and 2025, reflecting one of the more substantial academic gains in the state during that period.

These outcomes demonstrate Mr. Shapiro's ability to lead through accountability, build instructional systems, and use performance data to drive improvement. His experience at the existing Doral campus in Meridian reflects the leadership competencies needed for the proposed secondary school: implementing standards-aligned instruction, monitoring student progress, supporting teachers, responding to authorizer performance expectations, and maintaining a school culture focused on academic growth. As Doral Academy Preparatory expands the Doral model into grades 6-12, Mr. Shapiro's experience leading a local Doral campus through measurable improvement provides strong evidence of his readiness to support student achievement, academic growth, and organizational effectiveness at the proposed middle and high school campus.

If Mr. Shapiro is not ultimately selected or available to serve as principal, the Board will conduct a timely search for a qualified school leader with demonstrated experience in instructional leadership, data-driven decision-making, staff supervision, school culture development, family

engagement, compliance, and successful implementation of rigorous academic programs. Preferred candidates will have experience serving students similar to the school's anticipated population, including students with diverse academic needs, students with disabilities, English Language Learners, at-risk students, and gifted and talented students. The Board would seek to identify and appoint a principal during the pre-opening year, with sufficient time for the leader to participate in staffing, professional development, curriculum implementation, family outreach, and launch planning before the first day of school.

The principal will be responsible for hiring, supervising, and evaluating all faculty and staff, ensuring that personnel decisions align with the school's instructional priorities and performance goals. Instructional leadership will include oversight of curriculum implementation, classroom practices, and assessment systems. The school will utilize established frameworks, including the [Danielson Framework for Teaching](#), to support teacher evaluation and professional growth. Teachers will participate in a collaborative evaluation process that includes feedback, reflection, peer observation, and opportunities for continuous improvement.

To build leadership capacity across the school, the principal will implement a distributed leadership model that includes teacher leaders and collaborative teams. Lead teachers will meet regularly with administration to review data, set goals, and provide input on instructional practices. Ongoing collaboration will ensure consistent implementation of school systems and allow for timely adjustments based on student performance data.

The principal will also establish clear systems for data-driven decision-making, including regular analysis of student achievement, subgroup performance, and instructional effectiveness. These systems will support targeted interventions, professional development planning, and continuous improvement efforts aligned to academic goals.

Operationally, the principal will oversee day-to-day school functions, including student services, discipline, family communication, and compliance with all applicable laws and policies. The principal will maintain regular communication with the Governing Board and provide updates on academic, financial, and operational performance. Through this structure, the Board will maintain oversight while ensuring that the principal has the autonomy needed to lead effectively.

Through strong, experienced leadership and clearly defined accountability systems, Doral Academy Preparatory is well-positioned to deliver high-quality instruction, maintain organizational effectiveness, and achieve strong student outcomes.

Organization, Affiliation, and Mentorship

The Doral Academy Preparatory organizational structure places the Governing Board at the highest level of oversight. The principal will be hired by and report directly to the Governing Board, ensuring clear accountability and alignment with the school's mission and goals. The principal will be responsible for the day-to-day operations of the school, including supervising, evaluating, and developing all instructional and operational programs.

All school-based staff, including assistant principals, instructional coaches, teachers, office personnel, and support staff, will report directly to the principal. In addition, Doral Academy will benefit from affiliation support provided by established Doral networks in Nevada and Florida. This support will provide guidance on school operations and governance best practices, serving as a resource for both the Governing Board and school leadership.

Table 6. Stakeholder Responsibilities

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 and monitor student and teacher performance through assessments throughout the year.	Teaching staff will set student and professional performance goals and monitor progress throughout the year.
Curriculum	The Board will delegate responsibility for identifying the curriculum to the School's leader. The Board will verify that the curriculum purchased by the School is aligned with required testing.	The school leader will align the curriculum to ensure success based on teacher and student feedback and student performance data.	Teachers will implement the curriculum adopted by the School and ensure alignment with the Idaho State Standards.
Professional Development	Board members will participate in at least four hours of professional development annually.	The administrative team will oversee, coordinate, and assist with the staff development process. The administrative team will collaborate with Doral Academy for professional development and training.	Teachers will participate in required professional development and implement best practices shared during staff trainings.

Stakeholder Responsibilities			
Function	Governing Board	School Leadership	Staff
Data Management and Interim Assessments	The Board ensures that data is compiled in a compliant and effective way. The Board will provide resources for the School to procure highly effective assessment tools.	The administrators will determine the most appropriate benchmark assessment systems to measure the students' progress. The Administrators and teachers will be responsible for interpreting the data.	Teaching staff will administer benchmark assessments and disaggregate the results to guide instructional decisions.
Promotion Criteria	The Board will adopt a performance and evaluation model that includes input from teachers and the administration.	The administrative team will be responsible for communicating promotion criteria to staff and conducting staff evaluations.	Teachers will participate in training and utilize the rubric for professional growth.
Culture	The Board will create or adopt policies and procedures to foster a culture that aligns with the Mission and Vision of Doral Academy Preparatory.	School leaders will promote a healthy and enjoyable environment for their teachers, students, and families.	Staff will support school administration in implementing a positive school climate among students, families, and peers.
Budgeting, Finance, and Accounting	The Board will oversee the School's fiscal management. The Board's Treasurer will be responsible for reviewing and approving School Financials. The Board will adopt financial policies and procedures aligned with best practices for charter schools.	The Principal will oversee portions of the budget, such as expenses for office supplies, travel, and the copier. The Principal will review their budget with Academica at least every other month.	Staff will follow all financial policies in place for collecting money in the classroom.
Student Recruitment	The Board will develop a budget for marketing and student recruitment in the incubation year. If the School is unable to achieve full enrollment, funds will be allocated to student recruitment.	The Principal will be responsible for attending open house meetings to help recruit students. The school leader will be instrumental in recruiting students to the school.	Staff will participate in student recruitment where appropriate.

Stakeholder Responsibilities			
Function	Governing Board	School Leadership	Staff
School Staff Recruitment and Hiring	The Board will develop specific personnel policies to support its goals and 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 leaders 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 select a third-party payroll company to process payroll. The Board will work to implement benefits and incentives for school employees.	The Principal will serve as an HR resource for teachers and staff. School leaders will work with Academica to ensure adherence to HR policies and procedures.	Staff will participate in the onboarding process to register for payroll and benefits.
Development / Fundraising	The Board will fundraise through its community relationships, with assistance from the Administration and Academica. The Board will decide which development group to deal with for the 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 community groups and organizations that support the school's vision and mission.	The Principal will network with and engage community businesses and organizations for after-school programs, fundraising, field trips, educational programs, guest speakers, etc.	Staff will engage students in community outreach through service projects, field trips, and guest speaker presentations.
IT	The Board will choose a company to contract with for information technology (IT) services.	The Principal will monitor the quality of service provided by the IT company.	Staff will implement classroom technology and incorporate it into weekly lessons.
Facilities Management	The Board will provide oversight of facilities management to ensure the school maintains a safe, secure, functional, and student-centered learning environment.	The Principal will have staff provide notice of any facility concerns. The Principal will work with Academica to address facility repair issues.	Staff will notify the front office of facility concerns, especially those involving student safety.

Stakeholder Responsibilities			
Function	Governing Board	School Leadership	Staff
Vendor Management / Procurement	The Board will select vendors in compliance with public bidding laws.	The Principal will give feedback to the Board and Academics regarding the quality of service provided by vendors. School leadership will contact Academics regarding any changes or corrective action needed with vendors.	Staff will provide feedback regarding vendors working with the school for facility maintenance or procurement.
Student Support Services	The Board will allocate resources to the Principal for student support services.	The Principal will develop programs to help students overcome personal concerns and academic deficiencies that could impede their success.	Staff will engage students in educating the whole child – academically, socially, and emotionally.

Doral Academy Preparatory's affiliation with Doral Academy represents a key component of the school's leadership, academic, and operational framework. As a replication of a proven model, the school will implement the established instructional practices, systems, and organizational structures that have been successfully developed and refined across Doral schools in Florida and Nevada. This partnership provides access to a track record of strong academic performance, effective school leadership practices, and scalable systems that support consistent, high-quality implementation. It is important to note that this affiliation support will be advisory and capacity-building in nature and will not alter the principal's direct reporting relationship to the Governing Board or the Board's authority over school leadership.

As a replicated model school, Doral Academy Preparatory will also benefit from the direct support and expertise of Doral Academy of Nevada. Rodney Saunders, Executive Director of Doral Academy of Nevada, oversees multiple campuses and provides leadership across academic, operational, and strategic areas. Mr. Saunders has more than 20 years of experience in public education, including service as a teacher, assistant principal, and principal in the nation's fifth-largest school district by student enrollment. He has successfully led school start-up efforts and has experience implementing the Doral model across multiple campuses, including serving as the

founding principal of Henry & Evelyn Bozarth Elementary School and leading the launch of Doral Academy's Pebble Campus.

Through this partnership, the school will have access to experienced leadership support, proven systems, and ongoing collaboration that will help ensure fidelity to the Doral model. This includes guidance in curriculum implementation, school operations, and leadership development. The involvement of experienced leaders such as Mr. Saunders strengthens the school's capacity to open successfully, maintain organizational effectiveness, and achieve strong academic outcomes aligned with the Idaho Public Charter School Commission's expectations.

Leadership Evaluation

The school principal, hired by and accountable to the Governing Board, will be responsible for all aspects of the school's day-to-day administration in alignment with Board-approved policies, procedures, and budget. The principal will oversee the implementation of the instructional program, manage school operations, and ensure that all systems are aligned with the school's mission and performance goals. Responsibilities include hiring, supervising, and evaluating staff; overseeing curriculum and instruction; implementing assessment and data systems; managing student services and discipline; supporting family engagement; and ensuring compliance with applicable laws, policies, and financial controls. The principal may delegate responsibilities to qualified administrative and instructional leaders; however, the principal retains full accountability for school performance.

The Governing Board will conduct a formal evaluation of the principal at least annually, with a mid-year review to monitor progress toward established goals. At the beginning of each school year, the principal, in collaboration with the Board, will establish clear, measurable performance goals aligned to the school's charter commitments and the Idaho Public Charter School Commission's [Performance Framework](#). These goals will include academic outcomes, organizational effectiveness, and financial performance.

The evaluation process will be evidence-based and will include multiple measures of performance, such as student achievement and growth data, subgroup performance, school climate indicators, staff retention, operational effectiveness, and financial stewardship. The process will also provide structured opportunities to recognize strong performance, identify areas for growth, and implement targeted support or corrective action when necessary.

Doral Academy Preparatory will utilize a comprehensive evaluation framework that incorporates elements of the [Idaho Principal Evaluation Framework](#), which is aligned to nationally recognized leadership standards, along with research-based performance tools that emphasize both leadership behaviors and measurable results. This combined approach ensures that the evaluation reflects the full scope of the principal's responsibilities, including instructional leadership and oversight of the school's organizational and financial performance. Please see [Appendix H5: Principal Evaluation Framework](#) for additional information.

Given the principal's role as both the instructional leader and the school's chief executive, the evaluation will explicitly assess the school's progress toward meeting the academic, organizational, and financial expectations outlined in its charter. The Governing Board will use evaluation results to inform contract decisions, compensation, and ongoing leadership development, ensuring strong accountability and alignment with the school's long-term success.

Leadership and Staff Development, Evaluation, and Retention

Doral Academy Preparatory will support leadership and staff retention by creating a professional culture grounded in clear expectations, meaningful feedback, collaboration, and opportunities for growth. The principal will receive ongoing support from the Governing Board, Doral Academy affiliation partners, and experienced leaders from established Doral campuses. Teachers and staff will receive regular coaching, professional development, collaborative planning time, data review opportunities, and evaluation feedback aligned to instructional priorities. The school will seek to retain high-performing employees by fostering a positive school culture, providing leadership opportunities, mentoring new teachers, recognizing strong performance, offering competitive compensation within budgetary constraints, and providing professional growth pathways, such as lead teacher roles, department leadership, instructional coaching opportunities, and participation in schoolwide improvement initiatives.

V. Education service provider

Proposed Education Service Provider

Doral Academy Preparatory intends to contract with Academica Idaho as its proposed Education Service Provider (ESP). Academica will provide non-academic back-office and operational support services to assist the school during planning, launch, and ongoing operations. The Governing Board will remain the ultimate policy-making body responsible for the school's academic direction, budget, operations, legal compliance, and oversight of all contracted service providers. Academica's role will be to support, not replace, the authority of the Governing Board or school leadership. Please see [Appendix Da: Proposed ESP Contract](#) for additional information. Academica is an established provider of charter school support services and works with a network of public charter schools across multiple states. Academica facilitates collaboration and the sharing of best practices across its network, allowing schools to benefit from proven strategies while maintaining their individual identity. Founded in Florida in 1999, Academica provides customized operational support to schools with distinct missions, governance structures, and student populations. Academica expanded its services to Idaho in 2020 and has supported Doral Academy of Idaho's existing K-8 campus in Meridian. The Governing Board's intent to work with Academica is informed by this local experience and by Academica's capacity to provide start-up support, financial systems, compliance assistance, and operational infrastructure that would otherwise require additional staffing.

Addition of Doral Academy Preparatory

Subject to approval of the Doral Academy Preparatory charter application by the Idaho Public Charter School Commission, Doral Academy Preparatory will operate as an additional campus of Doral Academy of Idaho and will be included within the scope of the Academica Service Agreement. The Agreement, as amended, shall govern the services provided by Academica Idaho, LLC to both Doral Academy of Idaho's existing campus and Doral Academy Preparatory's proposed campus.

Upon charter approval, the Governing Board and Academica Idaho will negotiate a proposed amendment to the existing services agreement that specifically incorporates Doral Academy Preparatory and establishes the terms governing services to the proposed grades 6-12 campus. A proposed draft of the updated agreement is included as [Appendix Da: Proposed ESP Contract](#). Support services for Doral Academy Preparatory will begin during the pre-opening incubation

period and will continue into campus operations with the opening of the campus for the 2027-28 school year.

The updated agreement identifies the services, fees, performance expectations, term, oversight provisions, and respective responsibilities applicable to Doral Academy Preparatory. The agreement extends through the expiration of the school's initial performance certificate unless terminated under its terms. Any subsequent renewal will require affirmative Board approval following a documented evaluation of Academica's performance and a determination that the proposed arrangement remains in the school's best interests.

Academica will remain accountable to, and serve at the direction of, the Governing Board. Its role will be limited to non-academic, administrative, and back-office support. The Board will retain full legal and fiduciary authority over governance, budgeting, school funds, academic programming, curriculum, school leadership, staffing, the performance certificate, and all major contracts and policies. The principal will remain accountable solely to the Governing Board and will direct the school's day-to-day educational and personnel operations.

Academica's performance will be evaluated by the Board at least annually using established service expectations. The Board may require corrective action and may modify or terminate the agreement in accordance with its terms if Academica fails to satisfy its obligations. These provisions preserve operational continuity while ensuring that the Board remains fully independent, informed, and accountable for the performance of both campuses. Renewal, modification, or continuation of this Agreement shall be determined solely by the Governing Board based upon documented performance and the best interests of the School.

Overview of ESP Contract Fees and Terms

The existing agreement between Doral Academy of Idaho and Academica is attached as **Appendix D: ESP Contract**. This agreement currently governs Academica's support for Doral Academy of Idaho's existing K-8 campus in Meridian and is expected to serve as the basis for support of the proposed Doral Academy Preparatory grades 6-12 campus if the charter is approved. The parties anticipate that the proposed campus would either be added to or incorporated by reference into the existing agreement, or that the Board and Academica would negotiate an amended agreement reflecting the needs, enrollment, and operational structure of the new secondary campus.

Under the current agreement, Academica provides non-academic back-office and operational support services in exchange for a service and support fee based on student enrollment or Average

Daily Attendance. The current fee schedule provides for a flat fee of \$10,000 for 175-225 students; \$75 per student per year for 226-325 students; \$150 per student per year for 326-425 students; \$225 per student per year for 426-525 students; \$300 per student per year for 526-624 students; and \$450 per student per year for 625 or more students. Fees are payable in equal monthly installments, initially based on Average Daily Attendance funded by the State of Idaho, and may be adjusted to reflect final state funding calculations.

Doral Academy Preparatory will operate as an additional campus of Doral Academy of Idaho under the same nonprofit Governing Board and within the same local education agency, rather than as a separate LEA. Doral Academy of Idaho will retain responsibility for all LEA-level functions, including state and federal reporting, special education compliance, financial reporting and audits, data systems, and accountability requirements. Doral Academy Preparatory will maintain campus-level budgets and financial records sufficient to separately identify its revenues, expenditures, assets, liabilities, and contractual obligations, while consolidated financial statements and regulatory reporting will remain at the LEA level. All related agreements, financial templates, federal-program assumptions, and special education documentation will be aligned with this structure.

Academica's service fee for Doral Academy Preparatory will be calculated separately based solely on enrollment at the Preparatory campus. Enrollment at the existing campus will not be combined with Doral Academy Preparatory enrollment when determining the applicable fee tier. This campus-specific structure ensures that the financial statements and budget for Doral Academy Preparatory accurately reflect the cost of services attributable to the new campus.

Under the updated proposed agreement attached as **Appendix Da: Proposed ESP Contract**, the applicable service fee for Doral Academy Preparatory at the projected Year 1 enrollment of 240 students will be \$18,000.00 or \$75 per student. At the break-even enrollment of 215 students in Year One, the annual fee will be \$10,000.00. These amounts have been incorporated consistently into the full-enrollment and break-even budgets.

The existing agreement commenced on July 1, 2025, and continues for a period of three years until June 30, 2028, unless terminated earlier or modified by written agreement of the parties. At the ~~conclusion~~ end of the term, the parties ~~may~~ mutually agree in good faith to engage in negotiations about the renewal of the agreement, but neither party is obligated to do so.

The agreement identifies the scope of services ~~to be provided by Academica~~ Academica will provide, including financial management support, budgeting and forecasting, compliance support, Board meeting coordination, procurement assistance, human resources support, student enrollment support, facilities support, state reporting support, and other non-academic operational services. The agreement also includes provisions intended to support the school's financial stability during its early years of operation, including potential flexibility in service fees, such as reductions or deferrals with Board approval when necessary to protect the school's financial health.

In response to the concern regarding continuity of ESP support through Doral Academy Preparatory's initial operating term, Doral Academy of Idaho and Academica are prepared to revise the term of the ESP Agreement upon approval of the proposed campus. The amended Agreement would provide that the term applicable to Doral Academy Preparatory will continue for the full length of the campus's initial operating term, unless terminated earlier under the Agreement or modified by written agreement of the parties. This adjustment is intended to provide continuity of ESP services throughout the initial charter term while preserving the Governing Board's contractual rights and oversight authority.

Any amendment, incorporation of the new campus, or renegotiated agreement will be reviewed and approved by the Governing Board at a public meeting after charter approval and will preserve the Board's authority over governance, academic programming, budgeting, school leadership, and oversight of contracted services. The Board will retain authority to monitor performance, require corrective action, modify the agreement, or terminate the relationship consistent with the terms of the contract and the best interests of the school.

Recent ESP Contracts

The Governing Board's intent to work with Academica is informed by its prior experience supporting high-performing charter schools, including Doral Academy of Idaho's existing K-8 campus in Meridian. Academica's experience in assisting with school start-up, financial systems, and regulatory compliance provides capacity that would otherwise require additional staffing. However, the Board will conduct appropriate due diligence and will not enter into a final agreement until after charter approval, ensuring that any selected provider represents the best value and fit for the school.

In addition to the proposed ESP Contract agreement attached as **Appendix Da**, Doral Academy Preparatory has included recent Academica service agreements with two other Idaho charter

schools as [**Appendix E: Recent ESP Contracts**](#) for additional information. These recent contracts with [Pinecrest Academy of Idaho](#) and [Pinecrest Academy of Lewiston](#) are provided for transparency and to allow the authorizer to compare the proposed terms, services, and accountability provisions with other agreements executed by the ESP.

ESP School Closures or Contract Non-Renewals

The Governing Board requested information from Academica Idaho regarding whether it has supported any schools that have closed or any programs for which an Academica Idaho contract was discontinued or not renewed. Based on information provided to the Board, Academica Idaho has not supported any closed schools or non-renewed/discontinued school programs.²⁰ The Board will continue to conduct appropriate due diligence before approving any final ESP agreement or amendment related to the proposed Doral Academy Preparatory campus.

State-Level Academic Data for Contracted Schools

Doral Academy Preparatory has included state-level academic data for schools currently contracting with Academica Idaho in [**Appendix H6: Academic Data for Contracted Schools**](#). Consistent with the authorizer's requirements, the appendix provides raw academic data, as reported on the Idaho Department of Education's Idaho Report Card website, rather than a narrative summary. The data include, where available, state assessment results, proficiency rates, accountability ratings, and other state-reported academic indicators for currently served schools. The Governing Board will use this information as part of its due diligence in evaluating Academica Idaho's capacity to provide effective operational support while maintaining the Board's independent oversight of academic performance.

Roles, Responsibilities, and Limits on ESP Authority

Academica will be engaged by and accountable to the Governing Board. Academica will serve at the direction of the Board and will provide support services consistent with the school's mission and the Board's strategic priorities. The Governing Board and school administration will retain full responsibility for governance, academic programming, staffing decisions, curriculum, school leadership, and day-to-day school operations.

²⁰ In the interest of full transparency, Academica Idaho provided pre-opening application support to a committee to form that submitted a charter application for Dry Creek Charter near Eagle, Idaho in 2023. Although the Idaho Public Charter School Commission approved the charter application, the Dry Creek Charter board first sought a one-year deferral and later elected not to proceed with opening the school due to construction-related financial constraints. Because the school never opened, Academica Idaho did not enter into an ESP contract or ongoing service agreement with the Dry Creek Charter board.

Academica's role will be limited to non-academic back-office support services. These services may include assisting with facility identification, development of operational systems, procurement support, student and staff recruitment support, Board meeting coordination, budget development, financial forecasting, financial recordkeeping, grant support, state reporting, human resources support, and long-term planning, including charter renewal preparation. Academica's experience and established systems will provide the infrastructure needed to support efficient operations, regulatory compliance, and long-term sustainability.

To preserve clear separation of responsibilities, Academica will not perform functions reserved for the Governing Board or school leadership. Academica will not employ the school administrator or licensed personnel, authorize payments, control school funds, exercise governing authority, or direct academic programming. The principal will report directly to the Governing Board and not to Academica. The school's lease and any service agreements will remain independent of one another, and funds paid by Doral Academy Preparatory will not be used to subsidize operations outside Idaho.

Personnel Recruitment and Employment Authority

At the request and direction of the Governing Board or school administration, Academica may provide administrative assistance with employee recruitment, including advertising positions, identifying potential applicants, receiving and organizing application materials, screening applicants, coordinating interviews, verifying credentials, facilitating background-check processes, and supporting onboarding and human-resources administration. Academica may also prepare proposed employment agreements for Governing Board approval. All educators employed by or assigned to the Schools will satisfy applicable Idaho certification requirements.

Academica may identify or present potential candidates for consideration but shall have no authority to hire, appoint, supervise, evaluate, discipline, nonrenew, or terminate any School employee. No recommendation, referral, screening activity, or administrative assistance provided by Academica shall bind the Governing Board or School Leader or limit their independent authority regarding personnel decisions.

The Governing Board shall retain sole authority to hire, evaluate, discipline, and terminate the School Leader. The School Leader, acting pursuant to Board-approved policies and applicable law, shall retain authority to hire, supervise, evaluate, discipline, and terminate teachers.

paraprofessionals, administrators, and other school personnel. Employees selected pursuant to this structure shall be employees of Doral Academy of Idaho and shall not be employees of Academica.

Board Leadership in Charter Renewal

The Governing Board will remain directly and actively involved throughout the charter-renewal process. As the governing body responsible for the Schools' Charter and Performance Certificates, the Board will retain exclusive authority to approve any renewal application, determine the Board's positions regarding proposed renewal terms, communicate or negotiate material terms with the authorizer, and accept any renewed Charter or Performance Certificate.

Academica's role will be limited to administrative and technical support provided at the direction of the Governing Board. Such assistance may include compiling information, coordinating materials, maintaining records, preparing draft materials, managing timelines, and participating in discussions with the authorizer when directed by the Board. Academica will have no independent authority to bind the Schools or Governing Board to any renewal term, modification, or other commitment.

The Board will review the Schools' academic, financial, operational, and governance performance as part of the renewal process and will approve all material renewal submissions. Board representatives will participate directly, as appropriate, in Commission meetings, interviews, and discussions concerning renewal. Any final renewal application and resulting Charter or Performance Certificate will be subject to Governing Board approval in accordance with applicable law and the Board's governance procedures.

Board Oversight, Conflicts of Interest, and ESP Evaluation

To ensure transparency and protect the public interest, the Governing Board will implement and enforce conflict-of-interest policies consistent with Idaho law and best practices. Board members will be required to disclose any actual or potential conflicts of interest related to Academica or any other vendor and will recuse themselves from discussions or decisions in which a conflict exists. All contracts will be reviewed and approved at a public meeting in compliance with Idaho Open Meeting Law, and the Board will ensure that all agreements are negotiated at arm's length and in the best interests of the school. Please see [*Appendix H7: Conflict of Interest Policy & Code of Ethics*](#) for additional information.

The Governing Board will hold Academica accountable for the full and effective performance of all duties outlined in its services agreement. The Board will evaluate Academica through a

structured process that includes input from Board members and the school administration and assesses performance in key service areas.

The evaluation process will utilize a standardized rubric, included in [Appendix H8: ESP Evaluation Rubric](#), which establishes performance criteria and rating metrics for each service area. This rubric provides a consistent framework for assessing effectiveness, identifying strengths, and addressing areas for improvement. At the discretion of the Governing Board, the rubric may be refined over time to reflect the school’s evolving needs, including alignment with Idaho-specific standards and expectations where appropriate.

Table 7. Academics Service Provider Rubric

Academics Service Provider Rubric			
Exemplary	Solid	Approaching	Unsatisfactory
The service provider exceeds the school’s expectations by delivering an excellent level of service. Provider anticipates problems and responds immediately to urgent requests, working extraordinarily flexible hours to meet the school’s needs.	The service provider consistently meets all performance expectations in timeliness, accuracy, responsiveness, efficiency, and integrity. In the rare instance that expectations are not met, the service provider acknowledges the deficiency and takes clear, decisive action to address it.	The service provider occasionally failed to meet the school organization’s expectations or made a material error, but otherwise performed satisfactorily. In response to such a failure, the service provider is slow to respond or challenges the facts rather than focusing on proactively solving the problem.	The service provider consistently fails to meet the school organization’s expectations, is inflexible when urgent requests are made, does not respond quickly to calls or emails, subverts the school’s organizational mission by its actions and behaviors, and does not embody the values of the school

Results from the evaluation process will inform ongoing performance discussions, guide improvements in service delivery, and support Board decisions on contract renewal, modification, or termination. Through this structured, transparent, and performance-based approach, the Governing Board will ensure that Academics remains responsive, effective, and fully aligned with the best interests of Doral Academy Preparatory.

Through this structure, Doral Academy Preparatory will maintain strong governance oversight, transparent financial practices, clear separation of responsibilities, and appropriate use of external operational expertise. Academics’s support will help the school build the infrastructure necessary for a successful launch and long-term sustainability while preserving the Governing Board’s independent authority and accountability for school performance.

VI. Facilities plan

Doral Academy Preparatory continues to actively explore facility options within its target community. Based on projected enrollment, the school anticipates a long-term facility need of approximately 50,000 square feet by year five. The school's growth model is intentionally gradual, beginning with fewer than 250 students and expanding by one grade level each year, with modest additions of sections in existing grades.

Given this phased approach, the school can operate effectively in a smaller facility during its early years. An initial space of approximately 13,000 to 15,000 square feet will be sufficient for the first two years, with the potential to expand to approximately 25,000 square feet by year three. During this period, certain spaces may serve multiple purposes to maximize efficiency, including a shared multipurpose area that supports instruction, student activities, and community events. The school's budget reflects these conservative and flexible assumptions. In later years, the school may pursue third-party financing or other lawful financing structures to support the development of more specialized instructional spaces as enrollment and financial capacity increase.

The Board will not execute a binding lease until it has completed legal, financial, environmental, title, zoning, code, and facility due diligence and determined that the final terms are affordable under both projected and conservative enrollment scenarios. Any final lease will be contingent upon charter approval, required governmental approvals, timely facility delivery, and issuance of a certificate of occupancy before students enter the facility.

The school has identified the following two potential facility options:

- ☒ **Primary Location:** [1786 S. Topaz Way](#)
Meridian, ID 83642

The proposed Topaz Way facility is an existing building that the school believes could be adapted to meet the program's initial needs, including classrooms, administrative offices, student support areas, and a flexible multipurpose space for small-group instruction, meetings, and school activities. Because the school will open with a smaller initial enrollment and add grade levels over time, the existing facility is expected to provide a practical and cost-conscious option for the early years of operation, subject to final due diligence, code review, occupancy approvals, and Board approval of any purchase or lease terms, as applicable.

- ☒ **Secondary Location:** [3850 S. Black Cat Rd.](#)
Nampa, ID 83687

The proposed Black Cat Road site is an unimproved parcel that would require development of a purpose-built school facility. If this site is selected, the facility would be designed to support the school's long-term enrollment and programmatic needs, including classrooms, administrative space, student support areas, flexible project-based learning spaces, science/STEM instructional areas, and other spaces needed to operate a comprehensive middle and high school program. Because this site would require a longer development timeline, the Board will carefully evaluate whether it is suitable for the initial opening year or better suited as a long-term facility option.

If Facility Option Two is ultimately selected as the site of Doral Academy Preparatory's long-term campus, the Governing Board will pursue an interim facility for the school's initial year of operation while the Black Cat Road site is developed and constructed. In that event, the Board will make every reasonable effort to identify and secure a suitable temporary facility within the school's primary attendance area that can support the initial middle and high school program while construction of the permanent campus proceeds. The Board would evaluate available commercial or educational facilities based on location, capacity, cost, zoning and code compliance, life-safety requirements, accessibility, instructional suitability, transportation considerations, and the ability to make any necessary improvements within the required timeline.

No specific interim facility has been selected at this time, and the school has not incorporated any particular temporary-site cost into its current facility assumptions. If Facility Option Two is selected, school leadership, the Governing Board, and the school's facility-development partners will immediately conduct a focused search for viable interim space and will evaluate all reasonably available options before entering into any binding commitment.

Any temporary facility would be subject to all applicable governmental approvals, required inspections, life-safety standards, occupancy requirements, and Commission review or approval. The Governing Board would approve any lease, improvement agreement, or other material facility obligation at a properly noticed public meeting only after determining that the interim location is operationally appropriate, financially sustainable, and capable of supporting the school's approved educational program.

This approach would allow Doral Academy Preparatory to maintain the planned momentum of its secondary expansion while preserving the Board's long-term objective of developing a purpose-built campus at the Black Cat Road site that can fully support the school's academic, extracurricular, athletic, arts, and long-term enrollment needs.

Doral Academy Preparatory is currently engaged in preliminary discussions with the leadership of both proposed facility sites. At this stage, the school anticipates entering into a lease or similar occupancy arrangement for the initial facility rather than purchasing a facility outright before opening. Any lease, development, financing, or tenant improvement agreement will be contingent upon charter approval and reviewed by school leadership, legal counsel, and the Governing Board before approval at a public meeting. The school's financial projections include conservative facility cost assumptions aligned to the phased enrollment plan, with facility expenses scaled to the size and timing of the selected site. Initial costs may include lease payments, modest tenant improvements, furniture, fixtures, equipment, technology, security systems, and other start-up facility needs. If a purpose-built facility or major expansion is pursued, the Board may consider third-party financing, developer-supported construction, lease financing, or other lawful financing structures, provided that the resulting obligations remain consistent with the school's budget, enrollment projections, and long-term financial sustainability.

In the interim, the founding team has begun preliminary planning to support an efficient transition and a timely school opening following authorization. Preliminary financial analysis indicates that the projected facility and lease costs associated with both sites are generally consistent with the assumptions reflected in the school's budget and long-term financial planning.

Preliminary financial analysis indicates that the projected facility and lease costs associated with both sites are generally consistent with the assumptions reflected in the school's budget and long-term financial planning. Additional details regarding these facilities are provided in **Appendix F1: Construction Budget** and **Appendix F2: Facility Options**.

Construction, Permitting, and Occupancy Timeline

The specific construction timeline will depend on the final facility selected. If the Topaz Way facility is selected, the school anticipates that any work required prior to opening would consist primarily of due diligence, code review, minor tenant improvements, safety and security upgrades, furniture and technology installation, and final occupancy approvals. The school anticipates completing facility due diligence and lease negotiations following charter approval, and then proceeding with any required permitting, inspections, and tenant improvements during the pre-opening year. Final inspections, life-safety review, certificate of occupancy, and any other required approvals would be completed before students occupy the facility.

If the Black Cat Road site is selected, the project would require a more extensive construction and development process, including site planning, civil engineering, land-use approvals, infrastructure development, building design, permit applications, construction, inspections, and final occupancy certification. Because this site is currently unimproved, it may be more appropriate as a long-term or later-phase facility solution unless the required approvals and construction can be completed within the pre-opening timeline. The Governing Board will not commit to opening in any facility until it has confirmed that the site can be completed, permitted, inspected, and certified for occupancy in time to support a safe and orderly school opening.

Following charter approval, the school will work with facility partners, architects, engineers, contractors, local permitting agencies, and legal counsel to finalize the facility plan. The Board will regularly monitor the facility timeline during the pre-opening period and will require updates on lease negotiations, permitting, construction or tenant improvements, inspections, furniture and technology installation, safety compliance, and final occupancy approval.

Timeline	Facility Milestone
Upon charter approval	Finalize facility selection and begin lease/development negotiations
Pre-opening months 1–3	Complete due diligence, code review, site planning, and preliminary design
Pre-opening months 3–6	Submit required permit applications and finalize construction or tenant improvement scope
Pre-opening months 6–10	Complete tenant improvements or construction activities, as applicable
Pre-opening months 10–12	Install furniture, technology, security systems, and instructional materials
Before occupancy	Complete final inspections, life-safety approvals, certificate of occupancy, and any required local or state certifications

Long-Term Facility Ownership Strategy

The specific terms governing any transition from lease to purchase are not yet available and will depend upon the final facility structure, financing terms, and negotiations with the applicable property owner or developer. Before approving any purchase or exercising any future purchase option, the Governing Board will fulfill its fiduciary responsibilities by completing all commercially reasonable due diligence and evaluating the transaction in light of the school’s long-

term operational and financial position. That review will include enrollment stability, academic and financial performance, available reserves, debt-service capacity, financing terms, facility condition, projected capital needs, and the comparative cost of continued leasing versus ownership. The Board will also obtain, as appropriate, independent legal review, a property appraisal, a facility-condition assessment, and competitive financing proposals. Any purchase will require Governing Board approval at a properly noticed public meeting and will proceed only after the Board determines that the final terms are financially sustainable, legally compliant, and in the school's long-term best interests.

Facility Developer and Construction Documentation

Performance Charter School Development has provided preliminary facility-development support and consultation regarding both potential facility options. However, Doral Academy Preparatory does not currently possess any proposed contracts, formal bids, binding cost estimates, or other executed documentation with Performance Charter School Development related to either facility option. Performance Charter School Development has provided a letter of support attached as ***Appendix F3: Performance Charter School Development.***

For Facility Option 1, the anticipated scope of future work would focus primarily on facility due diligence, code analysis, design and coordination of any required tenant improvements, safety and security upgrades, project coordination, and preparation of the existing building for school occupancy. For Facility Option 2, the anticipated scope would be substantially broader and could include site evaluation, predevelopment services, civil engineering coordination, design and permitting support, infrastructure development, construction management, financing coordination, and delivery of a completed school facility. The precise scope, pricing, schedule, and contractual responsibilities for either option have not yet been finalized.

If the Governing Board elects to proceed with either facility option, it will retain exclusive authority to select the facility, approve any developer or contractor, approve financing and lease terms, and authorize all material facility-related contracts. Neither Academica nor Performance Charter School Development may bind the school to any development, construction, financing, lease, or other material facility obligation without prior Governing Board approval.

Before entering into any binding agreement, the Board will review the proposed project scope, budget, pricing, development fees, financing terms, payment milestones, contingencies, schedule, legal obligations, conflicts of interest, insurance requirements, indemnification provisions,

performance remedies, and termination rights. The Board may also obtain independent cost validation, additional estimates, or competitive proposals, as appropriate, and independent legal counsel will review all material agreements before final approval. Any final facility-related contract will require Governing Board approval at a properly noticed public meeting.

VII. Finance

Fiscal Philosophy and Spending Priorities

The Doral Academy of Idaho Board of Directors will oversee all aspects of the school's financial management and is committed to supporting a high-quality educational program that reflects the school's mission. The school's budget will serve as a comprehensive financial plan, outlining projected revenues, planned expenditures, and funding methods. Doral Academy of Idaho will prepare and submit all required budget documents annually in accordance with Idaho Department of Education requirements.

The governing board recognizes the importance of maintaining a prudent unreserved fund balance to ensure financial stability. This reserve will help the school manage cash flow without unnecessary borrowing, respond to unexpected expenses or emergencies, and account for potential fluctuations in state and federal funding. It will also support the school's long-term financial health and strengthen its ability to secure favorable financing if needed.

In determining an appropriate reserve level, the board will consider several key factors, including the predictability of expenditures, the availability of resources in other funds, potential demands on the general fund, overall liquidity, and any designated financial commitments. This thoughtful approach allows the school to remain financially stable while continuing to invest in its academic program.

Doral Academy Preparatory has developed a fiscally conservative budget for its first three years of operation, including a break-even scenario in the first year to account for lower-than-expected enrollment.²¹ As with most schools, the largest portion of the budget is allocated to salaries and benefits, reflecting the school's priority of recruiting and retaining high-quality staff. Other expenditures, such as instructional materials, technology, furniture, equipment, and supplies, will be scaled based on actual enrollment. This approach ensures that financial resources remain aligned with student needs while preserving flexibility and long-term sustainability.

Utilizing Academica's standing relationship with the lending institution Vectra Equipment Finance will allow Doral Academy Preparatory, subject to Governing Board review and approval

²¹ During the final review of the Operational Revenue section in the G2 – Operational Budgets worksheet, Doral Academy Preparatory identified an inadvertent error in the “Anticipated Enrollment for Each Scenario” line item. The worksheet incorrectly reflected enrollment of 420 students in Year 2 and 660 students in Year 3; the correct projected enrollment is 300 students in Year 2 and 420 students in Year 3. These incorrect enrollment figures were limited to that line item and were not used in calculating any revenues or expenditures reflected in **Appendix G: Financial Summary**.

of the financing documents, to lease ~~their~~ its furniture, fixtures, equipment, and curriculum to be used in the first year of the school over a 48-month period. The school will not execute financing documents until the Governing Board has reviewed the final payment schedule, residual purchase terms, early purchase option, and total cost of financing, and has confirmed that the obligation is sustainable under both projected and break-even enrollment. The lease may 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. Please see **Appendix H9: Sample Vectra Lease**.

~~The proposed campus~~ **Doral Academy Preparatory** will likely enter into this lease agreement in ~~their~~ **its** first year of operation.²² The school has budgeted \$1,000 per student to outfit the entire school in its first year of operation at a 5% interest rate over four years (see the Operational Revenue/Loans line item in the G2 – Operational Budgets worksheet in **Appendix G: Financial Summary**). 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.

The additional financing reflected in Year 3 totals \$120,000.00 and represents an anticipated furniture, fixtures, and equipment (FF&E) capital lease similar in structure to the other equipment financing reflected in the school’s financial plan. The financing is intended to support facility expansion and additional FF&E needs as enrollment grows, including furniture, science equipment, technology, curriculum, and other instructional or operational equipment necessary to support the expanded student population.

The financial model assumes that the \$120,000 obligation will be financed over four years at an estimated interest rate of 5.5%. The financing has not yet been executed and remains subject to final terms and Governing Board approval. Before approving the obligation, the Governing Board will review the final financing terms, evaluate actual enrollment and projected cash flow, compare available financing alternatives, and determine that the resulting debt-service obligation can be sustained without impairing the school’s educational program, required services, or financial reserves.

²² The repayments for the proposed capital lease arrangements, including for the incubation year, are included in the “Pre-Operational Budget Loan Repayment” line item under Section 9: Other Expenditures in the G2 – Operational Budgets worksheet in **Appendix G: Financial Summary**.

If anticipated enrollment is not met or revenues are lower than expected, the Governing Board and school leadership will implement a structured financial contingency plan to maintain fiscal stability while protecting the core instructional program. This may include adjusting discretionary spending, delaying nonessential purchases, scaling supplies and equipment to actual enrollment, reviewing staffing levels and schedules consistent with student needs, prioritizing legally required services and core academic programming, and using available reserves when appropriate to manage short-term cash flow. The Board will regularly review updated projections of enrollment, revenue, and expenditures and make budget amendments as needed to ensure the school remains financially viable and aligned with its academic priorities. The school will also monitor cash flow closely, maintain communication with its financial service providers, and avoid unnecessary borrowing whenever possible.

Doral Academy Preparatory will operate as part of Doral Academy of Idaho, which will serve as the local education agency (LEA) for state reporting, federal program compliance, special education obligations, financial reporting, and applicable accountability requirements. The Governing Board will retain ultimate responsibility for financial oversight, legal compliance, budgeting, and operational accountability, while school leadership and contracted service providers will support day-to-day implementation, reporting, and compliance functions under Board supervision.

Break-Even Budget and Enrollment

The Year 1 break-even enrollment of 215 students was determined through a line-item analysis of projected revenues and expenditures and represents the minimum student enrollment necessary to support the staffing levels and core operating assumptions reflected in the school's projected Year 1 budget. The analysis distinguishes between fixed or substantially fixed costs and expenses that can be adjusted as enrollment changes.

The model recognizes that not all expenses decline proportionately with enrollment. Facility costs, core administration, insurance, audit services, minimum technology systems, and legally required services are treated as fixed or substantially fixed. Other costs, including instructional materials, equipment, transportation capacity, discretionary expenditures, and certain staffing commitments, may be scaled or deferred based on actual enrollment and student needs.

The Governing Board will monitor applications and completed enrollment throughout the pre-opening period and authorize staffing, purchasing, and other commitments in phases. This

approach is intended to ensure that the school does not incur costs associated with higher enrollment levels before sufficient enrollment is verified.

Doral Academy Preparatory will also pursue grants and other supplemental funding opportunities deemed beneficial to the school, including funding that may support charter planning, pre-opening activities, implementation, and early-year operations. Any such funding will supplement the recurring revenues necessary to support the school's core operating budget.

Enrollment and Revenue Contingency Plan

The Governing Board will use enrollment checkpoints during the pre-opening period to align staffing, purchasing, transportation, and contractual commitments with verified enrollment. Following charter approval, the principal and financial team will regularly report application counts, completed enrollment files, projected revenue, staffing commitments, and cash-flow forecasts to the Board.

If verified enrollment is between 215 and 239 students, the school will operate under the Board-approved break-even budget and may reduce or defer discretionary expenditures, scale instructional materials and technology licenses to actual enrollment, delay nonessential furniture and equipment purchases, adjust transportation capacity, and postpone positions or other expenditures that are not necessary to deliver the approved educational program.

If verified enrollment falls below 215 students, the Governing Board will adopt a revised budget before opening. Potential adjustments may include consolidating classroom sections where educationally appropriate, delaying administrative or noninstructional hires, scaling or renegotiating service-provider arrangements, deferring capital purchases or facility expansion, and reducing other discretionary expenditures. Available reserves may be used, when appropriate, to address temporary cash-flow timing but will not be relied upon to sustain an ongoing structural deficit.

The Board will not reduce legally required services, student safety measures, special education obligations, English learner supports, or staffing necessary to deliver the approved educational program. If enrollment falls materially below the identified break-even level, the Board will conduct a formal viability review before opening to determine whether the school can operate sustainably without unsupported borrowing or recurring deficit spending.

Financial Management and Monitoring Plan

As noted above, the Doral Academy of Idaho Board of Directors will oversee all aspects of the school's financial management. The Board will work in collaboration with its auditors, accountants, and educational management organization to ensure that all financial practices comply with state and federal requirements. Under the direction of the Board Treasurer, Academica Idaho will manage bookkeeping, financial reporting, and compliance functions, while the school principal will oversee daily cash handling and on-site financial procedures.

The Board, through the Treasurer, will receive regular financial reports that include bank reconciliations, budget-to-actual comparisons for revenues and expenditures, and updates on the school's overall financial position. Additional reports will be provided as needed. School leadership will promptly notify the Board of any significant variances from projected revenues or expenditures. Representatives with financial oversight responsibilities will be available at Board meetings to present information and respond to questions. Please see [*Appendix G: Financial Summary*](#) for additional information.

The principal will be responsible for ensuring that expenditures remain within approved budget allocations. Payroll services will be managed through a third-party provider, with all compensation and benefits administered in accordance with employee agreements and applicable laws. Required payroll deductions will be processed in compliance with state and federal regulations. All payments will be processed in accordance with established procedures, including the use of approved purchase orders and supporting documentation. Academica Idaho will process payments in alignment with school policies, and all expenditures will be subject to administrative review and governing board approval.

Doral Academy of Idaho will adopt and comply with the Idaho Financial Accounting Reporting Management System (IFARMS) as required by the Idaho Department of Education. The school's purchasing function will support the educational program by ensuring the timely and appropriate acquisition of goods and services. The governing board will designate a purchasing agent to administer the purchasing process. All expenditures must be authorized through the approved budget or by formal board action. A requisition and purchase order system will be used for all purchases, and no payments will be made without proper authorization and documentation. The administrator will review all invoices for accuracy and budget alignment before directing payment, ensuring strong internal controls and accountability.

APPENDICES

Appendix A - Enrollment Chart

Doral Academy Preparatory	27-28 (FY28)	28-29 (FY29)	29-30 (FY30)	30-31 (FY31)	31-32 (FY32)	32-33 (FY33)	33-34 (FY34)
Statewide Base (w/ District Adj)	-	-	-	-	-	-	-
Total Students (FTEs)	240	300	420	570	660	750	810
Kinder							
1st Grade							
2nd Grade							
3rd Grade							
4th Grade							
5th Grade							
6th Grade	90	90	120	120	120	120	120
7th Grade	60	90	90	120	120	120	120
8th Grade	60	60	90	120	120	120	120
9th Grade	30	30	60	90	120	120	120
10th Grade	-	30	30	60	90	120	120
11th Grade	-	-	30	30	60	90	120
12th Grade	-	-	-	30	30	60	90
Total Students (FTEs)	240	300	420	570	660	750	810



0003546201

Appendix B - Articles of Incorporation



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



Appendix B -- Articles of Incorporation

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 2511 W. Cherry Lane, Meridian, ID 83642.

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:

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- (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.

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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 nine (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.

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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. A vacancy may also be declared by the Board within thirty (30) days of when any Director, without excuse acceptable to the Board, fails to attend three (3) consecutive regular meetings of the board or any four (4) meetings (regular or special) during the same school year.

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

Appendix Ca - Bylaws

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 than 9 times per year (July 1st through June 30th), shall not skip more than one calendar month before holding the next meeting, 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

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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

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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.

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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 June 15, 2026.


Logan Schmidt (Aug 17, 2026 11:16:31 MDT), 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,

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- 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

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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.

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,

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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.

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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;

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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 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 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.

Service Provider's services shall include, but not be limited to:

a. Board of Directors Meetings

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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.

b. 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.

c. 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.

d. 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.

e. 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

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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.

f. 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.

g. Financing Solicitation and Coordination

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

h. 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.

i. 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.

j. School Board Representation

The Board President will serve as primary liaison with the Idaho Public Charter School Commission 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.

k. 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.

l. 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.

m. 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.

n. Systems Development

Service Provider will identify and develop an Idaho based and state compliant school information system to be used in connection with the administration and reporting system for the School. This includes,

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but is not limited to, accounting documentation filing systems, student records systems, computer systems, and telecommunications services.

o. Legal

Service Provider will assist the Board in obtaining outside legal counsel and may serve as the primary liaison between the Board and the outside counsel. Service Provider may also provide legal support services which may include assisting the School with day-to-day inquiries, preparing employment agreements for School staff, reviewing contracts, policy creation at the direction of the Board or School, assisting with student and employee discipline, and communicating and working with outside counsel.

NOTHING IN THIS AGREEMENT SHALL CONSTITUTE AN ATTORNEY-CLIENT RELATIONSHIP.

p. Facilities Maintenance

Service Provider will assist the School regarding their facility maintenance needs, including but not limited to: training of School custodial and facility maintenance staff, soliciting project bids when required by applicable Nevada laws and regulations, communicating with vendors for repairs and maintenance, and coordinating between the School and contractors on special projects, services, and building improvements.

q. Procurement

Service Provider will assist the School by acting as a liaison between School personnel and curriculum, furniture and equipment vendors, overseeing installation of equipment and furniture, and making sure the School stays within all applicable procurement budgets. This includes obtaining quotes, creating purchase orders, and placing orders for curriculum, furniture, and equipment based upon the School's requests and needs.

r. Human Resources/Payroll Coordination

Service Provider shall provide human resource services to the School. This includes, but is not limited to, assisting the School in hiring employees, coordination of hiring fairs, disciplining employees, conducting investigations, filing unemployment responses, representation of the School at unemployment hearings, and facilitation of benefits. Additionally, Service Provider shall provide payroll coordination services.

TERM OF AGREEMENT

4. Term

The term of the Agreement shall commence on July 1, 2025, and shall continue for a period of three (3) years, unless terminated earlier, as provided herein, or modified by written agreement of the parties.

5. 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.

6. 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

7. Base Compensation

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

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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 initially based upon the Average Daily Attendance (ADA) funded by the State of Idaho commencing in August of each contract year. The fee shall be modified to reflect actual ADA funding upon receipt the final funding calculations 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.

In the event that Service Provider's actions or inactions, whether negligent, willful, or otherwise, directly result in a financial loss to Doral, Service Provider agrees to reduce its fees by an amount equal to the documented financial loss incurred by Doral. The financial loss shall be calculated and verified by Doral based on actual, direct, and quantifiable losses, and shall not include any hypothetical or speculative losses. Service Provider shall be notified in writing of the loss amount and corresponding fee reduction and any supporting documentation. Such reduction shall be applied to the next invoice issued by Service Provider or as otherwise agreed in writing by both Parties.

8. 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,

Doral Academy of Idaho, Inc. -- Academica Idaho, LLC -- Charter Services and Support Contract

of other professionals or consultants who may be independent from Service Provider or part of Service Provider's network of consulting professionals.

9. Review of Service Provider and Contract

Doral shall conduct an annual performance review of the Service Provider in their June board meeting, evaluating the Service Provider's performance based on the terms and conditions of this Contract. The annual review shall assess the Service Provider's compliance with the agreed-upon service standards and expectations. Additionally, Doral and the Service Provider shall meet on a quarterly basis to review the Service Provider's services and performance, discuss any issues, and identify opportunities for improvement. These quarterly meetings shall be scheduled at mutually agreeable times and may be conducted in person or via teleconference, as agreed by both Parties. Doral shall provide written feedback to the Service Provider following the annual review and, if deemed necessary, after each quarterly meeting.

10. 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

11. Designated Contact Person

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

12. 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.

13. 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.

14. Miscellaneous

(1) Neither party shall be considered in default of this Agreement if the performance of any part or all 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 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

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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.**
2511 W. Cherry Lane
Meridian, Idaho 83642
Attention: Board Chairperson

(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.

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THIS AGREEMENT was approved at a meeting of the Board of Directors of Doral held on the 19th day of June, 2025. 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: Sara Frost
Board Chairperson

Date: 7-17-25

ACADEMICA IDAHO, LLC

By: _____
Robert Howell, CEO

Date: _____

Appendix Da - Proposed ESP Contract

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 Charter Schools by and between Doral Academy of Idaho, Inc. (“Doral”) and Academica Idaho LLC (“Service Provider”)

WHEREAS, Doral has two contracts (“the Charters”) with the Idaho Public Charter School Commission (the “State”) to operate a charter school, known as the Doral Academy of Idaho, Inc., and a charter school named Doral Academy Preparatory (the “Schools”);

WHEREAS, the Schools are 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 Schools and the Board must have complete autonomy and control over its academic program, staffing needs, and curriculum;

WHEREAS, Doral shall ensure that its Schools are 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 Schools’ 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 Schools or their 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;

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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 Schools 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 Schools 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 Schools, 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 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 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.

Service Provider's services shall include, but not be limited to:

Appendix Da - Proposed ESP Contract

a. Board of Directors Meetings

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

b. Record Keeping

Service Provider will maintain the records of the Schools 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.

c. 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.

d. Staff Administration

Service Provider shall assist Doral in identifying and recruiting qualified principals, teachers, paraprofessionals, administrators and other staff members and education professionals for positions in the Schools. The educators employed by the Schools will be certified as required by Idaho State law and regulations. Service Provider may assist with recruiting, screening, credential verification, interview coordination, and related administrative support; provided, however, that Service Provider shall have no authority to hire, appoint, supervise, evaluate, discipline, non-renew, or terminate any School employee. The Governing Board shall retain sole authority to hire, evaluate, discipline, and terminate the School Leader, and the School Leader shall retain authority, subject to Board policy and applicable law, to hire, supervise, evaluate, discipline, and terminate teachers, paraprofessionals, administrators, and other School personnel. 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.

e. Financial Projections and Financial Statements

Service Provider will prepare annual budgets and financial forecasts for the Schools to present to the Board for review and approval or disapproval. The Schools will utilize the Idaho Financial Accounting

Appendix Da - Proposed ESP Contract

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 Schools' financial statements annually, formatted by revenue source and expenditures and detailed by function and object, no later than September 15th of each year.

f. Grant Solicitation

Service Provider will solicit grants available for the funding of the Schools 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.

g. Financing Solicitation and Coordination

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

h. 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.

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i. Annual Reporting

Service Provider will coordinate the preparation of the Annual Report for the Schools 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.

j. School Board Representation

The Board President will serve as primary liaison with the Idaho Public Charter School Commission 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.

k. 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 Schools' Charters with the State are incorporated herein by reference.

l. Charter Renewal Coordination

Service Provider shall assist the Board with the timely preparation and submission of any application to renew the Schools' Charters or Performance Certificates. Such assistance may include compiling information, coordinating materials, providing administrative and technical support, and participating in discussions with the authorizer at the Governing Board's direction. The Governing Board shall remain directly and actively involved throughout the renewal process and shall retain exclusive authority to approve the renewal application, determine the Board's positions regarding proposed renewal terms, communicate or negotiate material terms with the authorizer, and accept any renewed Charter or Performance Certificate. Service Provider shall have no authority to independently bind the Schools or Board to any renewal term or modification.

m. 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 Schools 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

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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 Schools 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.

n. Systems Development

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

o. Legal

Service Provider will assist the Board in obtaining outside legal counsel and may serve as the primary liaison between the Board and the outside counsel. Service Provider may also provide legal support services which may include assisting the Schools with day-to-day inquiries, preparing employment agreements for School staff, reviewing contracts, policy creation at the direction of the Board or Schools, assisting with student and employee discipline, and communicating and working with outside counsel.

NOTHING IN THIS AGREEMENT SHALL CONSTITUTE AN ATTORNEY-CLIENT RELATIONSHIP.

p. Facilities Maintenance

Service Provider will assist the Schools regarding their facility maintenance needs, including but not limited to: training of School custodial and facility maintenance staff, soliciting project bids when required by applicable Idaho laws and regulations, communicating with vendors for repairs and maintenance, and coordinating between the Schools and contractors on special projects, services, and building improvements.

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q. Procurement

Service Provider will assist the Schools by acting as a liaison between School personnel and curriculum, furniture and equipment vendors, overseeing installation of equipment and furniture, and making sure the Schools stays within all applicable procurement budgets. This includes obtaining quotes, creating purchase orders, and placing orders for curriculum, furniture, and equipment based upon the Schools' requests and needs.

r. Human Resources/Payroll Coordination

Service Provider shall provide human resource services to the Schools. This includes, but is not limited to, assisting the Schools in hiring employees, coordination of hiring fairs, disciplining employees, conducting investigations, filing unemployment responses, representation of the Schools at unemployment hearings, and facilitation of benefits. Additionally, Service Provider shall provide payroll coordination services.

TERM OF AGREEMENT

4. Term

The term of the Agreement shall commence on _____, 2026, and shall continue for the full length of the initial operating term of Doral Academy Preparatory, unless terminated earlier, as provided herein, or modified by written agreement of the parties.

5. 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.

6. 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 Schools'

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Charters such that the Charters are subject to termination, interrupts either School's operations and/or results in a threat to either 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

7. Base Compensation

Doral shall pay Service Provider a services and support fee that will be calculated separately for each campus based upon the enrollment of that campus 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 initially based upon the Average Daily Attendance (ADA) funded by the State of Idaho commencing in August of each contract year. The fee shall be modified to reflect actual ADA funding upon receipt of the final funding calculations 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.

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In the event that Service Provider's actions or inactions, whether negligent, willful, or otherwise, directly result in a financial loss to Doral, Service Provider agrees to reduce its fees by an amount equal to the documented financial loss incurred by Doral. The financial loss shall be calculated and verified by Doral based on actual, direct, and quantifiable losses, and shall not include any hypothetical or speculative losses. Service Provider shall be notified in writing of the loss amount and corresponding fee reduction and any supporting documentation. Such reduction shall be applied to the next invoice issued by Service Provider or as otherwise agreed in writing by both Parties.

8. 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 Schools, 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.

9. Review of Service Provider and Contract

Doral shall conduct an annual performance review of the Service Provider in their June board meeting, evaluating the Service Provider's performance based on the terms and conditions of this Contract. The annual review shall assess the Service Provider's compliance with the agreed-upon service standards and expectations. Additionally, Doral and the Service Provider shall meet on a quarterly basis to review the Service Provider's services and performance, discuss any issues, and identify opportunities for improvement. These quarterly meetings shall be scheduled at mutually agreeable times and may be conducted in person or via teleconference, as agreed by both Parties. Doral shall provide written feedback to the Service Provider following the annual review and, if deemed necessary, after each quarterly meeting.

10. 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 Schools' financial records.

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OTHER MATTERS

11. Designated Contact Person

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

12. 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.

13. 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 Doral 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 Schools 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. Doral shall be named as an additional insured on such policy(ies) of insurance.

14. Miscellaneous

(1) Neither party shall be considered in default of this Agreement if the performance of any part or all 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 unusual expense.

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(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
2340 Corporate Circle
Henderson, NV 89074
Attention: Robert Howell**

If to Board: **Doral Academy of Idaho, Inc.
2511 W. Cherry Lane
Meridian, Idaho 83642
Attention: Board Chairperson**

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(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 _____, 2026. 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: _____ Date: _____
Board Chairperson

Academica Idaho, LLC

By: _____ Date: _____
Robert Howell, CEO

Appendix E - Recent ESP Contracts

CHARTER SCHOOL SERVICES AND SUPPORT AGREEMENT

BETWEEN

PINECREST ACADEMY OF IDAHO, INC.

AND

ACADEMICA IDAHO, LLC

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Appendix E - Recent ESP Contracts

CHARTER SCHOOL SERVICES AND SUPPORT AGREEMENT

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

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

WHEREAS, the School is governed by the Board of Directors of Pinecrest 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, Pinecrest 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;

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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 Pinecrest, and the Board of Director's duty to make all decisions and direct Service Provider to act accordingly on the Board's behalf.

WHEREAS, Pinecrest 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

Pinecrest 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 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 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.

Service Provider's services shall include, but not be limited to:

a. Board of Directors Meetings

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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.

b. 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.

c. 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.

d. Staff Administration

Service Provider shall identify and propose for employment by or on behalf of Pinecrest 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 Pinecrest employees or employees leased to Pinecrest, 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.

e. 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

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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. Pinecrest 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.

f. 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.

g. Financing Solicitation and Coordination

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

h. 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.

i. 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.

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j. School Board Representation

The Board President will serve as primary liaison with the Idaho Public Charter School Commission 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.

k. 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.

l. 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.

m. 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.

n. Systems Development

Service Provider will identify and develop an Idaho based and state compliant school information system to be used in connection with the administration and reporting system for the School. This includes,

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but is not limited to, accounting documentation filing systems, student records systems, computer systems, and telecommunications services.

o. Legal

Service Provider will assist the Board in obtaining outside legal counsel and may serve as the primary liaison between the Board and the outside counsel. Service Provider may also provide legal support services which may include assisting the School with day-to-day inquiries, preparing employment agreements for School staff, reviewing contracts, policy creation at the direction of the Board or School, assisting with student and employee discipline, and communicating and working with outside counsel.

NOTHING IN THIS AGREEMENT SHALL CONSTITUTE AN ATTORNEY-CLIENT RELATIONSHIP.

p. Facilities Maintenance

Service Provider will assist the School regarding their facility maintenance needs, including but not limited to: training of School custodial and facility maintenance staff, soliciting project bids when required by applicable Idaho laws and regulations, communicating with vendors for repairs and maintenance, and coordinating between the School and contractors on special projects, services, and building improvements.

q. Procurement

Service Provider will assist the School by acting as a liaison between School personnel and curriculum, furniture and equipment vendors, overseeing installation of equipment and furniture, and making sure the School stays within all applicable procurement budgets. This includes obtaining quotes, creating purchase orders, and placing orders for curriculum, furniture, and equipment based upon the School's requests and needs.

r. Human Resources/Payroll Coordination

Service Provider shall provide human resource services to the School. This includes, but is not limited to, assisting the School in hiring employees, coordination of hiring fairs, disciplining employees, conducting investigations, filing unemployment responses, representation of the School at unemployment hearings, and facilitation of benefits. Additionally, Service Provider shall provide payroll coordination services.

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TERM OF AGREEMENT

4. **Term**

The term of the Agreement shall commence on July 1, 2025, 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.

5. **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.

6. **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, Pinecrest 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, Pinecrest 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 Pinecrest 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

7. **Base Compensation**

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

Pinecrest Academy of Idaho, Inc. – Academica Idaho, LLC – Charter Services and Support Contract

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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 Pinecrest 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 Pinecrest 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.

8. 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 Pinecrest, of other professionals or consultants who may be independent from Service Provider or part of Service Provider's network of consulting professionals.

9. 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.

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10. 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

11. Designated Contact Person

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

12. 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.

13. 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 Pinecrest, 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.

14. Miscellaneous

(1) Neither party shall be considered in default of this Agreement if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible

Pinecrest Academy of Idaho, Inc. – Academica Idaho, LLC – Charter Services and Support Contract

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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 Twin Falls, 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

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If to Board: **Pinecrest Academy of Idaho, Inc.**
586 Orchard Drive
Twin Falls, Idaho 83301
Attention: Board Chairperson

(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 Pinecrest held on the 19th day of June, 2025. At that meeting, the undersigned Director of Pinecrest 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.

Pinecrest Academy of Idaho, Inc. Board

By: 
Board Chairperson

Date: 20/07/2025

ACADEMICA IDAHO, LLC

By: _____
Robert Howell, CEO

Date: _____

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CHARTER SCHOOL SERVICES AND SUPPORT AGREEMENT

BETWEEN

PINECREST ACADEMY OF LEWISTON, 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 Pinecrest Academy of Lewiston, Inc. (“Pinecrest”) and Academica Idaho LLC (“Service Provider”)

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

WHEREAS, the School is governed by the Board of Directors of Pinecrest Academy of Lewiston, 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, Pinecrest 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;

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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 Pinecrest, and the Board of Director's duty to make all decisions and direct Service Provider to act accordingly on the Board's behalf.

WHEREAS, Pinecrest 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

Pinecrest 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.

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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 Pinecrest 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 Pinecrest employees or employees leased to Pinecrest, 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, as a means of codifying all transactions pertaining to its operations. The Board shall annually adopt and maintain

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an operating budget. The Board will adopt appropriate 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 all statements required by applicable State Laws and Regulations. Service Provider will provide the regular unaudited financial statements, books and records to the auditor for audit. These statements will be provided in advance of the deadline for submission of such reports to the State. Pinecrest will provide the State with an annual financial report as required by Idaho Code 33-701 (6) no later than November 10th 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.

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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 July 1, 2023 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.

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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, Pinecrest 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, Pinecrest 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 Pinecrest 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

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

Number of Students	Fee
100-149	Flat Fee \$15,000
150-249	\$150 per student per annum
250-349	\$300 per student per annum
350 or more	\$450 per student per annum

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The fee shall be payable in equal monthly installments, provided that Pinecrest 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 Pinecrest 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 2023-2024 state funding, either party may request review of the base compensation amount.

The fee schedule above is subject to the School's financial viability and, should the school be in financial distress, the Service Provider will waive fees as necessary to ensure financial viability. The waiver of fees is subject to the School limiting expenditures to necessary operational expenses and making reasonable efforts to meet the financial obligations under this Agreement.

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 Pinecrest, 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.

Appendix E - Recent ESP Contracts

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 Pinecrest, 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 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 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 *Pinecrest Academy of Lewiston, Inc. -- Academica Idaho, LLC -- Charter Services and Support Contract*

Appendix E - Recent ESP Contracts

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 Nez Perce County, 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:
Pinecrest Academy of Lewiston, 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.

Appendix E - Recent ESP Contracts

(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 Pinecrest held on the 27th day of March. At that meeting, the undersigned Director of Pinecrest 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.



Anna Wilson (Apr 21, 2023 15:24 PDT)

Pinecrest Academy of Lewiston Board Chair

Date: Apr 21, 2023



robert howell (Apr 21, 2023 17:28 MDT)

Robert Howell, Academica CEO

Date: Apr 21, 2023

Appendix F1 - Construction Budget

Doral Preparatory Middle/High Black Hat Campus (Phase 1)

New Construction SF	25,200	
Site Acreage	10.00	
		Land for sale is 27 acres.
Purchase Price	1,870,000.00	Seller is willing to divide in 5 acre increments.

Hard Cost Subtotal	\$ 350.00	\$ 8,820,000	TBD
Soft Costs:			
Architecture/Engineering	\$ 21.00	\$ 529,200	
Development Fee	\$ 9.92	\$ 250,000	
Environmental Phase 1	\$ -	\$ -	Included in A&E
Asbestos Testing/Report and Post Abatement Report		\$ -	Assume N/A
			N/A - Unless required for excess land
Geotech - Soils Report	\$ -	\$ -	Included in A&E
Traffic Study	\$ -	\$ -	Included in GC's Budget (\$206,000). School to get quote.
Insurance - Builders Risk	\$ 2.38	\$ 60,000	
Legal Fees - Land Acquisition	\$ 1.19	\$ 30,000	
Land Use/Planning Consultant	\$ 0.40	\$ 10,000	
Permit Fees	\$ 1.98	\$ 50,000	
Plan Check Fees (County or City)	\$ 1.98	\$ 50,000	
Power Line Extension Agreement		\$ 75,000	TBD ???
Water Shares or Connection Fee	\$ 3.97	\$ 100,000	TBD ???
Sewer Connection Fees	\$ 3.97	\$ 100,000	TBD ???
			TBD. Traffic Study to determine...
Traffic Participation Fees	\$ 1.98	\$ 50,000	TBD ???
Surety Bond	\$ 0.60	\$ 15,000	
Survey - ALTA	\$ 0.50	\$ 12,500	
Taxes - Real Property Transfer	\$ 0.40	\$ 10,000	???
Title Policy	\$ 1.19	\$ 30,000	TBD
Carried Interest	\$ -	\$ 420,750	
Construction Loan Origination & Points	\$ 3.27	\$ 82,500.00	
Testing: Concrete and Steel	\$ 1.79	\$ 45,000	QAA
Total Soft Costs	76.19	\$ 1,919,950	
Total Hard and Soft Costs	\$ 426.19	\$ 10,739,950	(Does not include cost of land)
Total Contingency	\$ 42.62	\$ 1,073,995	10% of Hard and Soft Costs
TOTAL PROJECT COST	\$ 468.81	\$ 11,813,945	

Appendix F1 - Construction Budget

Doral Preparatory Middle/High Black Hat Campus (Phase 2)

Existing SF	25,200
New Construction	25,200
Total SF	50,400

Site Acreage	10.00
---------------------	--------------

Hard Cost Subtotal	\$ 367.50	\$ 9,261,000	
Soft Costs:			
Architecture/Engineering	\$ 20.21	\$ 509,355	
Development Fee	\$ 1.98	\$ 50,000	
Environmental Phase 1	\$ -	\$ -	Completed Phase 1
Geotech - Soils Report	\$ -	\$ -	Completed Phase 1
Traffic Study	\$ -	\$ -	Completed Phase 1
Insurance - Builders Risk	\$ 2.98	\$ 75,000	
Legal Fees - Land Acquisition	\$ -	\$ -	Completed Phase 1
Land Use/Planning Consultant	\$ -	\$ -	
Permit Fees	\$ 2.98	\$ 75,000	
Plan Check Fees (County or City)	\$ 2.98	\$ 75,000	
Power Line Extension Agreement	\$ -	\$ -	Assumes power is sized for accordingly in Phase 1
Water Connection Fee	\$ 4.96	\$ 125,000	TBD ???
Sewer Connection Fees	\$ 4.96	\$ 125,000	TBD ???
Traffic Participation Fees	\$ 2.98	\$ 75,000	TBD ???
			TBD - Assumes some off-sites are required in development of raw land
Surety Bond	\$ 0.40	\$ 10,000	
Survey - ALTA	\$ 0.50	\$ 12,500	
Taxes - Real Property Transfer	\$ -	\$ -	Phase 1
Title Policy	\$ -	\$ -	Phase 1
Testing: Concrete and Steel	\$ 2.18	\$ 55,000	QAA
Total Soft Costs	47.10	\$ 1,186,855	
Total Hard and Soft Costs	\$ 414.60	\$ 10,447,855	(Does not include cost of land)
Total Contingency	\$ 41.46	\$ 1,044,786	10% of Hard and Soft Costs
TOTAL PROJECT COST (Phase 2)	\$ 456.06	\$ 11,492,641	
TOTAL PROJECT COST (Phase 1 & 2)	\$ 462.43	\$ 23,306,586	



APPLICATION FACILITY OPTIONS TEMPLATE

Idaho Public Charter School Commission
514 W. Jefferson, Suite 303
Boise, Idaho 83702
Phone: (208)332-1561

pcsc@osbe.idaho.gov

Alan Reed, Board Chair
Rachel Burk, Director

Appendix F2 - Facility Options

Facility Options

Submitted: July 10, 2026

Doral Academy Preparatory

New Application Template – Facility Option 1						
Location Address	1786 S. Topaz Way, Meridian, ID 83642					
Facility Information	Anticipate Move-In Date	August 2027	Facility Type	Existing Building Remodel	Facility Status	Likely (board preferred site, actively pursuing)
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 applicants 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:	Performance Charter School Development				
	Physical Address of Home Office:	855 W. Broad St., Suite 300, Boise, ID 83702				
	Website Address:	www.performancecharterschooldevelopment.com				
	Company Contact:	Jesse Shetlar				
	Company Contact Phone Number:	208-908-5600				

Additional Information – Facility Option 1
Ada County Assessor – 1786 S Topaz Ave Aerial Photograph - 1786 S Topaz Ave

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 & existing building purchase	\$4,995,000	Developer
Renovation costs (interior build-out, site modifications, etc.)	\$3,401,000	Developer
Soft costs (architect, engineering, developer fee, utility connection, etc.)	\$668,500	Developer
Contingency (10% of hard and soft costs)	\$407,000	Developer
Other (purchase additional acreage next to facility)	\$1,725,000	Developer
Total One-Time Costs	\$11,196,500	
Description of Lease/Rent/Purchase Plan	Details (Refer to appropriate documentation in Attachments)	
Annual Lease / Rent / Mortgage Payment		
Lease term	30 years	
Interest rate	8.5% after lease stair step in years 1 & 2	
Rate escalator (if applicable, please describe)	CPI after year 3	
In which operating year does the school intend to purchase (if option to purchase is applicable)	Operating Year 2	
Capitalization rate at purchase (if applicable)	TBD	
Other		
Please include any additional narrative here.		

Appendix F2 - Facility Options

Parcel: **R7909850245**

Year: 2026 ▼

Parcel Status: **Active**

Property Details

Primary Owner: BIG BEN PROPERTIES LLC
Address: 1786 S TOPAZ WAY MERIDIAN, ID 836420000
Instrument #: 107101359
Subdivision: SILVERSTONE CAMPUS SUB
Assessor ID: PAR#0245 OF LOTS 3-5 BLK 3 SILVERSTONE CAMPUS SUB PARCEL B R/S 7943 #0250-B #0240-C #0230-S
Township/Range/Section: 3N1E21
Land Group Type: SUB
Zone Code: C-G
Total Acres: 1.873
Tax Code Area: 03-8



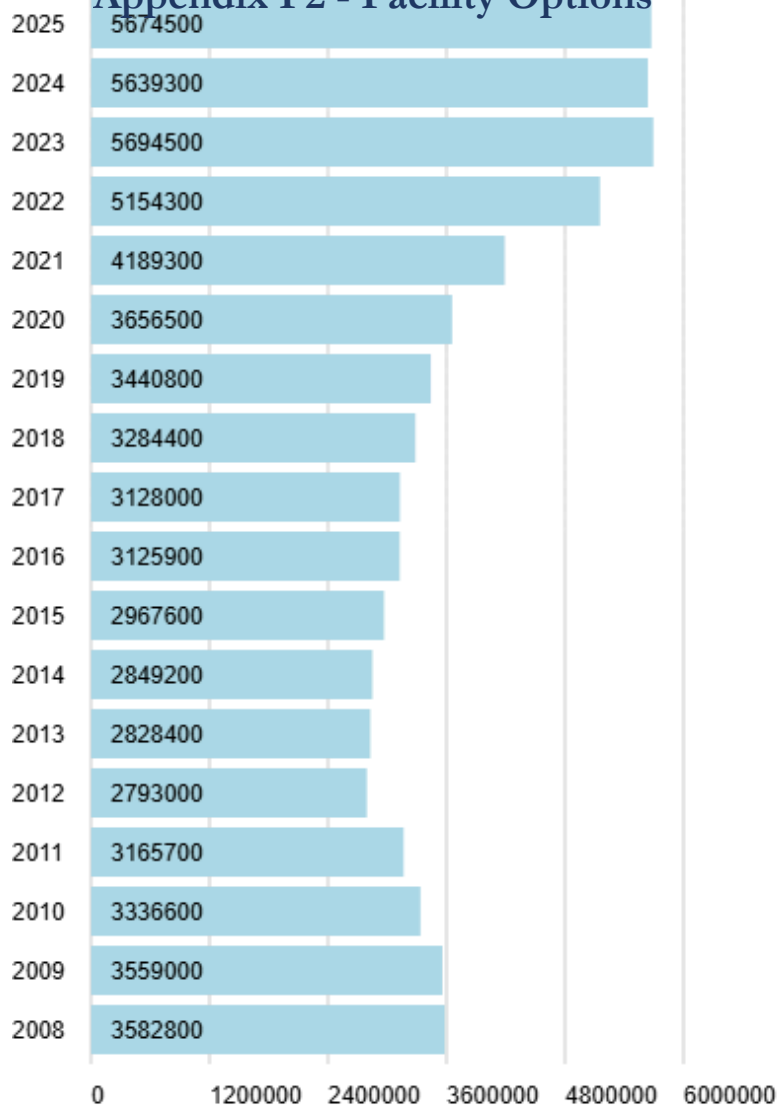
Valuation

Valuation Details

Roll	State Category Code	Acreage	Assessed Value	Valuation Method	Code Area
Property	420	0.000	4369100	INCOME	03-8
Property	210	1.873	1305400	MARKET	03-8

Valuation History by Year

Appendix F2 - Facility Options



Tax Districts

Tax District	Levy	Description	Phone
1	0.001544150	ADA COUNTY	2082877000
3	0.000084684	EMERGENCY MEDICAL	2082872975
6	0.000495404	ADA COUNTY HIGHWAY DIST	2083876100
8	0.000331832	SCHOOL DISTRICT NO. 2	2083505011
12	0.000357710	MERIDIAN LIBRARY	2088884451
18	0.002033049	MERIDIAN CITY	2088884433
24	0.000030167	MERIDIAN CEMETERY	2088885705
43	0.000015041	MOSQUITO ABATEMENT	2085774646

Appendix F2 - Facility Options

Tax District	Levy	Description	Phone
46	0.000000860	WESTERN ADA RECREATION	2088884058
100	0.000085194	COLLEGE OF WESTERN IDAHO	2085622752

Total Levy: 0.004978091

Note: The current year levies are estimated using the previous year, they will be updated when the districts set them in October.

Taxes

Year	Total Taxes	Taxes Paid	Taxes Due	Delinquent	Tax Data Current as of
2025	25574.40	-12787.20	12787.20	No	5/5/2026
2024	28072.92	-28072.92	0.00	No	5/5/2026
2023	30606.84	-30606.84	0.00	No	5/5/2026
2022	27363.02	-27363.02	0.00	No	5/5/2026
2021	29734.20	-29734.20	0.00	No	5/5/2026
2020	30477.40	-30477.40	0.00	No	5/5/2026
2019	37212.38	-37212.38	0.00	No	5/5/2026
2018	38341.16	-38341.16	0.00	No	5/5/2026
2017	38593.38	-38593.38	0.00	No	5/5/2026
2016	40104.32	-40104.32	0.00	No	5/5/2026
2015	39560.32	-39560.32	0.00	No	5/5/2026

"Total Taxes" is the full annual property tax charge and may not reflect any certifications, special assessments, adjustments, or fees.

"Taxes Paid" includes payments made by the taxpayer or on their behalf, such as payments by mortgage servicers and the State of Idaho for the Property Tax Reduction Program (circuit breaker), Veteran's Property Tax Reduction Program, and the Homeowner's Tax Relief credit.

"Taxes Due" includes all taxes owing for the first and second half installments. If the first half is paid timely, the second half is due by June 20.

Please refer to your tax bill or contact the Treasurer's Office for information about taxes due and due dates. You can find your most recent tax bill and contact information for the Treasurer's Office at adacounty.id.gov/treasurer (<https://adacounty.id.gov/treasurer/>).

Appendix F2 - Facility Options

*Interest accrues daily on delinquencies. Please call the Ada County Treasurer's Office at (208) 287-6800 (tel:2082876800) for the total amount due with interest calculated to date of payment.

For Tax inquires please contact the Treasurer (<https://adacounty.id.gov/treasurer/>) at (208) 287-6800 (tel:2082876800).

Characteristics

Land

Characteristic	Value
Residential Acres	0.000
Commercial Acres	1.873
Other Acres	0.000
Street	
Sidewalks	No
Curb-gutters	No
Corner	No

Commercial

Characteristic	Value
Commercial Group Type	WAREHOUSES ALL SINGLE-TENANT
Year Built	2008
Year Remodel	N/A
Business Name	Franklin Building Supply
Number of Floors	1
Number of Units	0
Leasable Sq Ft	0
Ground Floor Sq Ft	19608
Total Square Feet	22432
Total Land Acres	1.873

Value

INCOME

**1786 S. Topaz Way
Meridian, ID 83642**



New Charter Application Facility Option 2						
Location Address	3850 S. Black Cat Rd., Nampa, ID 83687					
Facility Information	Anticipate Move-In Date	August 2027	Facility Type	New Construction	Facility Status	Possible (research in progress)
Budget Location	Please indicate if this option is reflected in the Budget Template (Attachment A1-A4)			This option is not reflected in the Budget Template.		
Vendor/ Developer/ Contractor Information (if applicable)	Company Name:		Performance Charter School Development			
	Physical Address of Home Office:		855 W. Broad St., Suite 300, Boise, ID 83702			
	Website Address:		www.performancecharterschooldevelopment.com			
	Company Contact:		Jesse Shetlar			
	Company Contact Phone Number:		208-908-5600			

Additional Information - Facility Option 2
Ada County Assessor – 3850 S Black Cat Rd Aerial Photograph - 3850 S Black Cat Rd

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	\$1,870,000	Developer
Hard costs (facility and site construction)	\$8,820,000	Developer
Soft costs (architect, engineering, developer fee, utility connection, etc.)	\$1,919,950	Developer
Contingency (10% of hard and soft costs)	\$1,073,995	Developer
Total One-Time Costs	\$13,683,945	
Description of Lease/Rent/Purchase Plan	Details (Refer to appropriate documentation in Attachments)	
Annual Lease / Rent / Mortgage Payment		
Lease term	30 years	
Interest rate	6.5% - 8.5% of Total Project Cost	
Rate escalator (if applicable, please describe)	CPI after year 3	
In which operating year does the school intend to purchase (if option to purchase is applicable)	Operating Year 2	
Capitalization rate at purchase (if applicable)	TBD	
Other		
Please include any additional narrative here.		

Appendix F2 - Facility Options

Parcel: **S1227233950**

Year: 2026 ▼

Parcel Status: **Active**

Property Details

Primary Owner: TORRES LUIS

Address: 3850 S BLACK CAT RD NAMPA, ID 836870000

Instrument #: 106156161

Subdivision: 3N 1W 27

Assessor ID: PAR #3950 OF SW4SW4NW4 SEC 27 3N 1W R/S 7384 #233900-B

Township/Range/Section: 3N1W27

Land Group Type: SECT

Zone Code: RUT

Total Acres: 20.300

Tax Code Area: 242



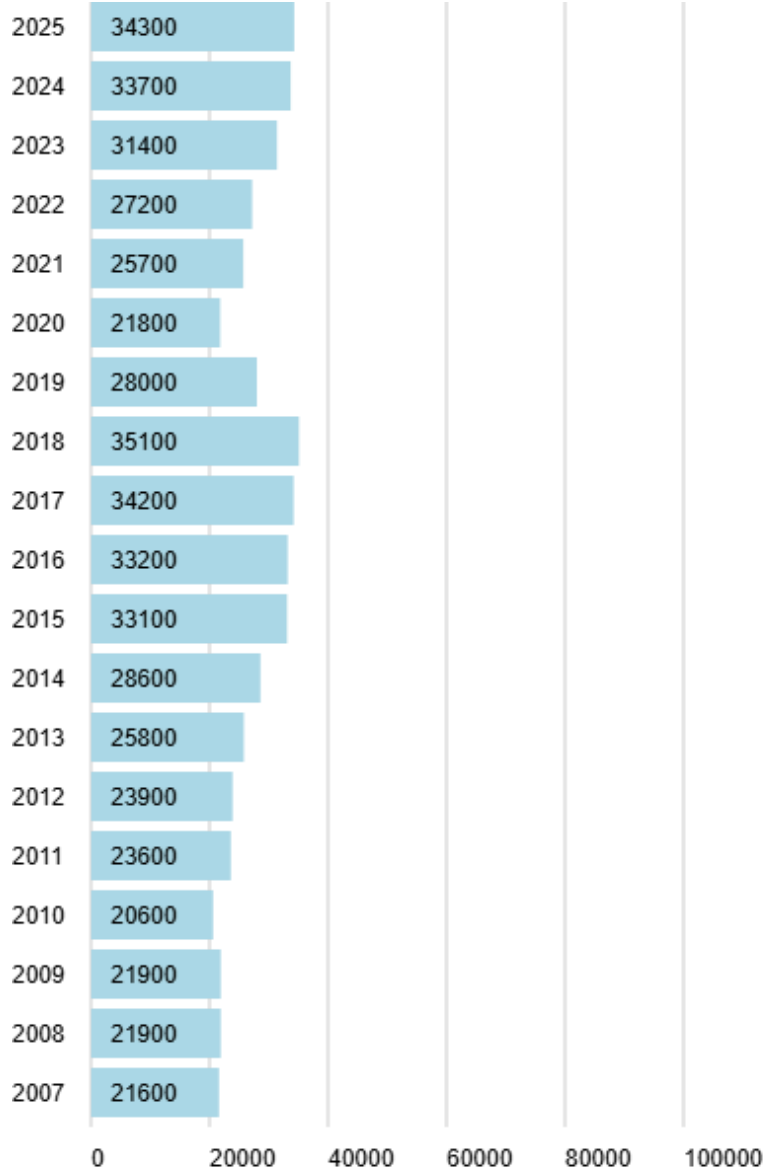
Valuation

Valuation Details

Roll	State Category Code	Acreage	Assessed Value	Valuation Method	Code Area
Property	10	20.300	34300	INCOME	242

Appendix F2 - Facility Options

Valuation History by Year



Tax Districts

Tax District	Levy	Description	Phone
1	0.001544150	ADA COUNTY	2082877000
2	0.000068079	PEST EXTERMINATION	2085774646
3	0.000084684	EMERGENCY MEDICAL	2082872975
6	0.000495404	ADA COUNTY HIGHWAY DIST	2083876100
8	0.000331832	SCHOOL DISTRICT NO. 2	2083505011
12	0.000357710	MERIDIAN LIBRARY	2088884451
24	0.000030167	MERIDIAN CEMETERY	2088885705

Appendix F2 - Facility Options

Tax District	Levy	Description	Phone
30	0.000659821	MERIDIAN FIRE	2088881234
43	0.000015041	MOSQUITO ABATEMENT	2085774646
46	0.000000860	WESTERN ADA RECREATION	2088884058
100	0.000085194	COLLEGE OF WESTERN IDAHO	2085622752

Total Levy: 0.003672942

Note: The current year levies are estimated using the previous year, they will be updated when the districts set them in October.

Taxes

Year	Total Taxes	Taxes Paid	Taxes Due	Delinquent	Tax Data Current as of
2025	112.12	-56.06	56.06	No	5/5/2026
2024	123.80	-123.80	0.00	No	5/5/2026
2023	135.36	-135.36	0.00	No	5/5/2026
2022	119.04	-119.04	0.00	No	5/5/2026
2021	150.14	-150.14	0.00	No	5/5/2026
2020	157.38	-157.38	0.00	No	5/5/2026
2019	250.08	-250.08	0.00	No	5/5/2026
2018	354.06	-354.06	0.00	No	5/5/2026
2017	368.66	-368.66	0.00	No	5/5/2026
2016	364.42	-364.42	0.00	No	5/5/2026
2015	391.16	-391.16	0.00	No	5/5/2026

"Total Taxes" is the full annual property tax charge and may not reflect any certifications, special assessments, adjustments, or fees.

"Taxes Paid" includes payments made by the taxpayer or on their behalf, such as payments by mortgage servicers and the State of Idaho for the Property Tax Reduction Program (circuit breaker), Veteran's Property Tax Reduction Program, and the Homeowner's Tax Relief credit.

"Taxes Due" includes all taxes owing for the first and second half installments. If the first half is paid timely, the second half is due by June 20.

Appendix F2 - Facility Options

Please refer to your tax bill or contact the Treasurer's Office for information about taxes due and due dates. You can find your most recent tax bill and contact information for the Treasurer's Office at adacounty.id.gov/treasurer (<https://adacounty.id.gov/treasurer/>).

*Interest accrues daily on delinquencies. Please call the Ada County Treasurer's Office at (208) 287-6800 (tel:2082876800) for the total amount due with interest calculated to date of payment.

For Tax inquires please contact the Treasurer (<https://adacounty.id.gov/treasurer/>) at (208) 287-6800 (tel:2082876800).

Characteristics

Farm

Characteristic	Value
Farming Neighborhood	5
Dry Grazing Acres 6	0.000
Dry Grazing Acres 7	0.000
Dry Grazing Appeal Value	0
Dry Grazing State Code	0
Dry Grazing Total Value	0
Dry Grazing Mod Trend Value	0
Irrigated Land Acres 1	0.000
Irrigated Land Acres 2	20.300
Irrigated Land Acres 3	0.000
Irrigated Land Acres 4	0.000
Irrigated Land Pump Cost 1	0.00
Irrigated Land Pump Cost 2	0.00
Irrigated Land Pump Cost 3	0.00
Irrigated Land Pump Cost 4	0.00
Irrigated Land Water Cost 1	0.00
Irrigated Land Water Cost 2	110.00
Irrigated Land Water Cost 3	0.00
Irrigated Land Water Cost 4	0.00

Appendix F2 - Facility Options

Characteristic	Value
Irrigated Land Appeal Value	0
Irrigated Land State Code	10
Irrigated Land Total Value	33749
Irrigated Land Mod Trend Value	33749
Meadow Acres 5	0.000
Meadow Appeal Value	0
Meadow State Code	0
Meadow Total Value	0
Meadow Mod Trend Value	0
Non Irrigated Acres 1	0.000
Non Irrigated Acres 2	0.000
Non Irrigated Acres 3	0.000
Non Irrigated Acres 4	0.000
Non Irrigated Appeal Value	0
Non Irrigated State Code	0
Non Irrigated Total Value	0
Non Irrigated Mod Trend Value	0
Waste Land Acres 8	0.000
Waste Land Appeal Value	0
Waste Land State Code	0
Waste Land Total Value	0
FILT	No
Dry Grazing UR Base	0
Irrigated UR Base	0
Meadow UR Base	0
Non Irrigated UR Base	0
Waste UR Base	0

Appendix F2 - Facility Options

Sketch



Ada County appraisers follow American National Standards Institute (ANSI) building measurement standards for square footage calculations. This information is to be used ONLY for reference purposes and Ada County is not responsible for any inaccuracies. If you have questions concerning the accuracy, please use the Help option in the Menu at the top of this screen.

**3850 S. Black Cat Rd.
Nampa, ID 83687**



Appendix F3 - Performance Charter School Development



August 26, 2026

Idaho Public Charter School Commission
514 W Jefferson St, Suite 303
Boise, Idaho 83702
RE: Doral Academy of Idaho

To Whom It May Concern:

On behalf of Performance Charter School Development (Performance) and Hawkins (100% owner of Performance), I am pleased to submit this letter of support and interest in financing facility improvements for Doral Academy of Idaho's high school expansion.

Performance is a full-service real estate development company with offices in Boise, Idaho, and Scottsdale, Arizona. Performance supports high-quality charter schools such as Doral Academy of Idaho by providing financing and development services. Performance and Hawkins Companies completed over 350 projects across 29 states over the last 50 years.

Performance and Hawkins Companies hold Doral Academy of Idaho in the highest regard. We are excited to invest in Idaho, and to support quality educational options for its children and families.

If you have any questions, please contact me at 480-459-0458.

Sincerely,

Jesse Shetlar
President, Performance Charter School Development

IDAHO PUBLIC CHARTER SCHOOL COMMISSION

APPENDIX G: BUDGET TEMPLATE



Idaho Public Charter School Commission
514 W. Jefferson Street, Room 303
Boise, Idaho 83702

Phone: (208) 332-1561
chartercommission.idaho.gov

Alan Reed, Chairman
Rachel Burk, Director

Appendix G - Financial Summary

Attachment A1: G1 - Pre-Operational Budget

7/10/2026

Doral Academy Preparatory

Page 1 of 6

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	13,000.00	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.
Cash on Hand/Other Revenue	-	Include details and documentation as necessary.
REVENUE TOTAL	\$ 13,000.00	

Additional Notes or Details Regarding Revenues:

Appendix G - Financial Summary

Attachment A1: G1 - Pre-Operational Budget

7/10/2026

Doral Academy Preparatory

Page 2 of 6

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	\$ -	

Appendix G - Financial Summary

Attachment A1: G1 - Pre-Operational Budget

7/10/2026

Doral Academy Preparatory

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Section 2: Educational Program		
2a: OVERALL EDUCATION PROGRAM COSTS	Budget	Assumptions / Details / Sources
Professional Development	-	
SPED Contract Services	-	
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:](#)

Appendix G - Financial Summary

Attachment A1: G1 - Pre-Operational Budget

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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 Technology Expenditures:

Appendix G - Financial Summary

Attachment A1: G1 - Pre-Operational Budget

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Doral Academy Preparatory

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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:

Appendix G - Financial Summary

Attachment A1: G1 - Pre-Operational Budget

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Doral Academy Preparatory

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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	\$ -	

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
Advertising/Marketing	13,000.00	Timeline item cost
(Additional Rows)	-	
(Additional Rows)	-	
(Additional Rows)	-	
(Additional Rows)	-	
(Additional Rows)	-	
OTHER TOTAL	\$ 13,000.00	

Additional Notes or Details Regarding Other Expenditures:

Appendix G - Financial Summary

Attachment A3: G2 - Operational Budgets

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Doral Academy Preparatory

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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:	215	240	420	660	
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 / Other Revenue Sources	-	-	-	-	Secured funds only; include documentation
Donations and Contributions	-	-	-	-	Secured funds only; include documentation
Loans	215,000.00	240,000.00	-	120,000.00	FPE Capital Leases for Curriculum/Furniture/Fixtures/Equipment (48 months @ 5.5%)
Grants	9,697.25	10,291.00	33,091.00	44,491.00	SPED Part B / Title II
Entitlement	733,732.67	828,154.03	1,085,081.74	1,425,444.59	Attach the M & O Revenue Template
Salary and Benefit Apportionment	1,406,606.17	1,592,588.28	2,112,209.45	2,757,520.17	Attach the M & O Revenue Template
Transportation Allowance	69,660.00	77,760.00	97,200.00	136,080.00	
Special Distributions	NA	NA	NA	NA	From the SDE Special Distributions Doc.
Charter School Facilities	79,120.00	88,320.00	110,400.00	154,560.00	Virtual schools include SDE worksheet
Content and Curriculum	-	-	-	-	
Continuous Improvement Plans and Training	6,600.00	6,600.00	6,600.00	6,600.00	
Gifted Talented	-	-	-	-	
Leadership Premiums	-	-	-	-	
IT Staffing	-	-	-	-	
Math and Science Requirement	-	-	-	-	
Professional Development	12,590.00	12,590.00	13,967.00	16,262.00	
Safe and Drug-Free Schools	4,848.75	5,180.00	5,975.00	7,565.00	
Technology (i.e. infrastructure)	55,186.60	57,417.60	62,772.00	73,480.80	
Advanced Opportunities	-	-	-	-	secondary schools only
College and Career Advisors/ Mentors	9,000.00	10,800.00	10,800.00	16,200.00	secondary schools only
Literacy Proficiency	NA	NA	-	-	
Limited English Proficient (LEP)	NA	NA	2,500.00	3,000.00	
School Facilities (Lottery)	NA	NA	-	-	
REVENUE TOTAL	\$ 2,602,041.44	\$ 2,929,700.91	\$ 3,540,596.19	\$ 4,761,203.56	

Appendix G - Financial Summary

Attachment A3: G2 - Operational Budgets

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Doral Academy Preparatory

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Operational Expenditures

Section 1: Staffing

1a: CERTIFIED STAFF	Break-Even 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	FTE	Amount	
Elementary Teachers	-	-	-	-	-	-	-	-	
Secondary Teachers	9.0	497,155.05	9.0	497,155.05	12.0	684,923.40	16.0	942,631.20	
Specialty Teachers	-	-	-	-	-	-	-	-	
Classroom Teacher Subtotals	9.0	497,155.05	9.0	497,155.05	12.0	684,923.40	16.0	942,631.20	Average classroom size: 30
Special Education	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
SPED Director	-	-	-	-	-	-	-	-	
Special Education Teacher	1.0	55,239.45	1.0	55,239.45	1.0	57,076.95	2.0	117,828.90	
Special Education Subtotals	1.0	55,239.45	1.0	55,239.45	1.0	57,076.95	2.0	117,828.90	Anticipated % Special Education Students:10%
Other Certified Staff	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
Lead Administrator	1.0	115,360.00	1.0	115,360.00	1.0	118,820.80	1.0	122,385.42	
Assistant Administrator	-	-	-	-	1.0	80,000.00	1.0	82,400.00	
Other Certified Staff Subtotals	1.0	115,360.00	1.0	115,360.00	2.0	198,820.80	2.0	204,785.42	
CERTIFIED STAFF TOTAL	11.0	\$ 667,754.50	11.0	\$ 667,754.50	15.0	\$ 940,821.15	20.0	\$1,265,245.52	

1b: CLASSIFIED STAFF	Break-Even Year 1 Budget		Full Enrollment Year 1 Budget		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources
Position	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
Paraprofessionals- General	1.0	27,200.00	3.0	81,600.00	6.0	167,280.00	8.0	228,480.00	
Paraprofessionals- SPED	-	-	-	-	-	-	-	-	
Admin / Front Office Staff	3.0	153,401.95	4.0	238,891.95	5.0	321,294.15	5.0	331,113.29	
Other	1.0	37,310.00	1.0	37,310.00	2.0	76,440.00	3.0	117,390.00	
CLASSIFIED STAFF TOTAL	5.0	\$ 217,911.95	8.0	\$ 357,801.95	13.0	\$ 565,014.15	16.0	\$ 676,983.29	

1c: BENEFITS	Break-Even Year 1 Budget		Full Enrollment Year 1 Budget		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources
Type	Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount	
Retirement	13.48%	119,387.84	13.48%	138,245.01	13.88%	209,076.20	14.30%	277,756.82	Public Retirement System of Idaho (PERSI)
Workers comp/ FICA/ Medicare		-		-		-		-	
Group Insurance (Medical/Dental)	14.50%	128,421.64	14.50%	148,705.69	15.00%	225,875.30	15.50%	301,045.47	Includes taxes
Performance Pay		-		-		-		-	
BENEFITS TOTAL		\$ 247,809.48		\$ 286,950.70		\$ 434,951.50		\$ 578,802.29	
CERTIFIED & CLASSIFIED STAFF TOTAL		\$ 885,666.45		\$ 1,025,556.45		\$ 1,505,835.30		\$ 1,942,228.81	
TOTAL STAFF & BENEFITS TOTAL		\$ 1,133,475.93		\$ 1,312,507.15		\$ 1,940,786.80		\$ 2,521,031.10	

Appendix G - Financial Summary

Attachment A3: G2 - Operational Budgets

7/10/2026

Doral Academy Preparatory

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Section 2: Educational Program					
2a: OVERALL EDUCATION PROGRAM COSTS	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Professional Development	15,292.69	16,694.71	20,577.46	25,505.82	
SPED Contract Services	38,775.00	43,400.00	54,500.00	76,700.00	Types of anticipated SPED Contractors:
Membership Dues	10,701.69	12,103.71	15,986.46	20,914.82	
Authorizer Fee	8,000.00	8,000.00	9,000.00	10,000.00	
Other Contract Services (i.e. accounting, HR, management)	10,000.00	18,000.00	22,500.00	63,000.00	
Office Supplies	30,434.00	32,584.00	42,744.00	63,064.00	
OVERALL EDUCATION PROGRAM TOTAL	\$ 113,203.38	\$ 130,782.42	\$ 165,307.92	\$ 259,184.64	

2b: ELEMENTARY PROGRAM	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Elementary Curriculum	-	-	-	-	
Elementary Instructional Supplies & Consumables	-	-	-	-	
Elementary Special Education Curricular Material	-	-	-	-	
Elementary Contract Services (provide assumption)	-	-	-	-	
ELEMENTARY PROGRAM TOTAL	\$ -	\$ -	\$ -	\$ -	

2c: SECONDARY PROGRAM	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Secondary Curriculum	46,225.00	51,600.00	66,000.00	94,500.00	
Secondary Instructional Supplies & Consumables	-	-	-	-	
Secondary Special Education Curricular Materials	-	-	-	-	
Secondary Contract Services (provide assumption)	-	-	-	-	Types of anticipated Contractors:
SECONDARY PROGRAM TOTAL	\$ 46,225.00	\$ 51,600.00	\$ 66,000.00	\$ 94,500.00	
EDUCATIONAL PROGRAM TOTAL	\$ 159,428.38	\$ 182,382.42	\$ 231,307.92	\$ 353,684.64	

Additional Notes or Details Regarding Educational Program Expenditures:

Appendix G - Financial Summary

Attachment A3: G2 - Operational Budgets

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Doral Academy Preparatory

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Section 3: Technology					
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Internet Access	2,550.00	2,550.00	2,626.50	2,705.30	
Contracted Services	9,750.00	10,800.00	13,320.00	18,360.00	
Student Technology Assistance Services	11,070.75	11,224.50	11,705.96	12,559.78	
IEP Management Software	-	-	-	-	
Alternative Curriculum	-	-	-	-	
SPED Assistive Technology	-	-	-	-	
Computers for Staff Use	-	-	-	-	
Computers for Student Use	-	-	-	-	
Student Technology Support Reimbursement	-	-	-	-	
Other Technology Hardware (i.e. document cameras, projectors, etc.)	-	-	-	-	
TECHNOLOGY TOTAL	\$ 23,370.75	\$ 24,574.50	\$ 27,652.46	\$ 33,625.08	
Additional Notes or Details Regarding Technology Expenditures:					

Section 4: Non-Facilities Capital Outlay					
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Furniture (school-wide)	-	-	-	-	
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:					

Appendix G - Financial Summary

Attachment A3: G2 - Operational Budgets

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Doral Academy Preparatory

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Section 5: Board of Directors					
Line Item / Account	Break-Even Year 1 Budget	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	
Legal	2,500.00	2,500.00	5,000.00	10,000.00	
Insurance (property, liability, E & O, etc.)	24,475.00	24,475.00	26,922.50	29,614.75	
Audit	12,000.00	12,000.00	12,600.00	13,230.00	
BOARD OF DIRECTORS TOTALS	\$ 45,575.00	\$ 45,575.00	\$ 51,122.50	\$ 59,444.75	
Additional Notes or Details Regarding Board of Directors Expenditures:					

Section 6: Facilities Details (consistent with facilities template)					
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Mortgage or Lease	727,779.95	727,779.95	783,763.03	895,729.17	
Construction / Remodeling (if applicable)	-	-	-	-	
Repairs and Maintenance	15,023.00	25,000.00	30,000.00	40,000.00	
Facilities Maintenance Contracts (i.e. snow removal; trash; lawn care, custodial, security, etc.)	39,650.00	39,650.00	42,739.50	45,846.69	
Utilities (i.e. gas, electric, water, etc.)	32,200.00	32,200.00	33,166.00	34,160.98	
Phone/Internet Access	4,020.00	4,020.00	4,140.60	4,264.82	
Furniture, Fixtures and Equipment	215,000.00	240,000.00	-	120,000.00	
Office Postage	600.00	600.00	600.00	600.00	
Copiers / Reproduction	10,800.00	10,800.00	11,340.00	11,907.00	
FACILITIES TOTAL	\$ 1,045,072.95	\$ 1,080,049.95	\$ 905,749.13	\$ 1,152,508.66	
Additional Notes or Details Regarding Facilities Expenditures:					

Appendix G - Financial Summary

Attachment A3: G2 - Operational Budgets

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Section 7: Transportation					
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Daily Transportation	77,400.00	86,400.00	108,000.00	151,200.00	
Special Transportation (i.e. SPED, field trips, etc)	-	-	-	-	
Other Transportation Costs (specify)	-	-	-	-	
TRANSPORTATION TOTAL	\$ 77,400.00	\$ 86,400.00	\$ 108,000.00	\$ 151,200.00	
Additional Notes or Details Regarding Transportation Expenditures:					

Section 8: Nutrition Program					
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Food Costs	-	-	-	-	
Non-Food Costs	-	-	-	-	
NUTRITION TOTAL	\$ -	\$ -	\$ -	\$ -	
Additional Notes or Details Regarding Other Expenditures:					

Section 9: Other Expenditures					
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Payroll Processing Fees	8,000.00	9,500.00	14,000.00	18,000.00	
Banking Fees	6,030.00	6,030.00	6,030.00	6,030.00	
Pre-Operational Budget Loan Repayment	73,651.71	80,628.65	66,978.65	100,467.97	FFE Capital Lease Repayments
Pre-Operational Budget Loan Interest	-	-	-	-	
Sponsor Fee	-	-	-	-	
Admin Staff Bonus Allocation	23,036.72	27,757.70	54,254.09	71,272.73	Contingencies
Teacher/Staff Stipends	2,000.00	2,375.00	3,500.00	4,500.00	
Accel Fee Credits	-	-	-	-	
Advertising/Marketing	5,000.00	5,000.00	5,000.00	5,000.00	
(Additional Rows)	-	-	-	-	
(Additional Rows)	-	-	-	-	
OTHER TOTAL	\$ 117,718.43	\$ 131,291.35	\$ 149,762.74	\$ 205,270.70	
Additional Notes or Details Regarding Other Expenditures:					

Appendix G - Financial Summary

Attachment A3: G3 - Financial Summary

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Doral Academy Preparatory

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Idaho Public Charter School Commission Charter Petition: 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:	NA	215	240	420	660
	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	-	-	-	-	-
Contributions/ Donations	-	-	-	-	-
Loans	13,000.00	215,000.00	240,000.00	-	120,000.00
Grants	-	9,697.25	10,291.00	33,091.00	44,491.00
Base Support	NA	733,732.67	828,154.03	1,085,081.74	1,425,444.59
Salary and Benefit Apportionment	NA	1,406,606.17	1,592,588.28	2,112,209.45	2,757,520.17
Transportation Allowance	NA	69,660.00	77,760.00	97,200.00	136,080.00
Special Distributions	NA	167,345.35	180,907.60	213,014.00	277,667.80
REVENUE TOTAL	\$ 13,000.00	\$ 2,602,041.44	\$ 2,929,700.91	\$ 3,540,596.19	\$ 4,761,203.56

Expenditures

	Pre-Operational Budget	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget
Staff and Benefit Totals	-	1,133,475.93	1,312,507.15	1,940,786.80	2,521,031.10
Educational Program Totals	-	159,428.38	182,382.42	231,307.92	353,684.64
Technology Totals	-	23,370.75	24,574.50	27,652.46	33,625.08
Capital Outlay Totals	-	-	-	-	-
Board of Directors Totals	-	45,575.00	45,575.00	51,122.50	59,444.75
Facilities Totals	-	1,045,072.95	1,080,049.95	905,749.13	1,152,508.66
Transportation Totals	-	77,400.00	86,400.00	108,000.00	151,200.00
Nutrition Totals	-	-	-	-	-
Other	13,000.00	117,718.43	131,291.35	149,762.74	205,270.70
EXPENSE TOTAL	\$ 13,000.00	\$ 2,602,041.44	\$ 2,862,780.37	\$ 3,414,381.55	\$ 4,476,764.93
OPERATING INCOME (LOSS)	\$ -	\$ -	\$ 66,920.54	\$ 126,214.64	\$ 284,438.63
PREVIOUS YEAR CARRYOVER	NA	NA	NA	\$ 66,920.54	\$ 193,135.18
NET INCOME (LOSS)	\$ -	\$ -	\$ 66,920.54	\$ 126,214.64	\$ 284,438.63

Appendix G - Financial Summary

Attachment A4: G4 - Cash Flow

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Total	100.0%												
Year 1													
Budgeted	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	Total
Student Enrollment Capacity	240												
Revenue													
Cash / Other Revenue Sources	-	-	-	-	-	-	-	-	-	-	-	-	-
Donations and Contributions	-	-	-	-	-	-	-	-	-	-	-	-	-
Loans	240,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	240,000.00
Grants	10,291.00	857.58	857.58	857.58	857.58	857.58	857.58	857.58	857.58	857.58	857.58	857.58	10,291.00
Entitlement	828,154.03	69,012.84	69,012.84	69,012.84	69,012.84	69,012.84	69,012.84	69,012.84	69,012.84	69,012.84	69,012.84	69,012.84	828,154.03
Salary and Benefit Apportionment	1,592,588.28	132,715.69	132,715.69	132,715.69	132,715.69	132,715.69	132,715.69	132,715.69	132,715.69	132,715.69	132,715.69	132,715.69	1,592,588.28
Transportation Allowance	77,760.00	6,480.00	6,480.00	6,480.00	6,480.00	6,480.00	6,480.00	6,480.00	6,480.00	6,480.00	6,480.00	6,480.00	77,760.00
Special Distributions	180,907.60	15,075.63	15,075.63	15,075.63	15,075.63	15,075.63	15,075.63	15,075.63	15,075.63	15,075.63	15,075.63	15,075.63	180,907.60
Total Revenue	\$ 2,929,700.91	\$ 244,141.74	\$ 244,141.74	\$ 244,141.74	\$ 244,141.74	\$ 244,141.74	\$ 244,141.74	\$ 244,141.74	\$ 244,141.74	\$ 244,141.74	\$ 244,141.74	\$ 244,141.74	\$ 2,929,700.91
Expenditures													
Salaries and Benefits	1,312,507.15	109,375.60	109,375.60	109,375.60	109,375.60	109,375.60	109,375.60	109,375.60	109,375.60	109,375.60	109,375.60	109,375.60	1,312,507.15
Education Program	182,382.42	15,198.54	15,198.54	15,198.54	15,198.54	15,198.54	15,198.54	15,198.54	15,198.54	15,198.54	15,198.54	15,198.54	182,382.42
Technology Totals	24,574.50	2,047.88	2,047.88	2,047.88	2,047.88	2,047.88	2,047.88	2,047.88	2,047.88	2,047.88	2,047.88	2,047.88	24,574.50
Capital Outlay Totals	-	-	-	-	-	-	-	-	-	-	-	-	-
Board of Directors	45,575.00	3,797.92	3,797.92	3,797.92	3,797.92	3,797.92	3,797.92	3,797.92	3,797.92	3,797.92	3,797.92	3,797.92	45,575.00
Facilities	1,080,049.95	90,004.16	90,004.16	90,004.16	90,004.16	90,004.16	90,004.16	90,004.16	90,004.16	90,004.16	90,004.16	90,004.16	1,080,049.95
Transportation	86,400.00	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00	86,400.00
Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	131,291.35	10,940.95	10,940.95	10,940.95	10,940.95	10,940.95	10,940.95	10,940.95	10,940.95	10,940.95	10,940.95	10,940.95	131,291.35
Total Expenditures	\$ 2,862,780.37	\$ 238,565.03	\$ 238,565.03	\$ 238,565.03	\$ 238,565.03	\$ 238,565.03	\$ 238,565.03	\$ 238,565.03	\$ 238,565.03	\$ 238,565.03	\$ 238,565.03	\$ 238,565.03	\$ 2,862,780.37
Cash Flow													
Operating Cash Flow (Annual)	66,920.54	5,576.71	5,576.71	5,576.71	5,576.71	5,576.71	5,576.71	5,576.71	5,576.71	5,576.71	5,576.71	5,576.71	66,920.54
Cash Balance	-	-	5,576.71	11,153.42	16,730.14	22,306.85	27,883.56	33,460.27	39,036.98	44,613.69	50,190.41	55,767.12	-
Cash End of Period	\$ 66,920.54	\$ 5,576.71	\$ 11,153.42	\$ 16,730.14	\$ 22,306.85	\$ 27,883.56	\$ 33,460.27	\$ 39,036.98	\$ 44,613.69	\$ 50,190.41	\$ 55,767.12	\$ 61,343.83	\$ 66,920.54

PROMISSORY NOTE

FOR VALUE RECEIVED, **DORAL ACADEMY PREPARATORY**, an Idaho public charter school, whose mailing address is _____ (the “**Borrower**”), promises to pay to **ACADEMICA IDAHO, LLC**, an Idaho limited liability company, whose mailing address is _____ (the “**Lender**”), at such place as lender may from time to time designate in writing, the principal amount of THIRTEEN THOUSAND AND 00/100 Dollars (\$13,000.00) (the “**Loan**”), payable as follows:

1. **Term.** The term of the loan will run from July 1, 2026 to June 30, 2027.
2. **Interest.** During the Initial Term of the Loan no interest will accrue. During the Extended Term interest will accrue at five (5) percent per annum.
3. **Payment.**
 - (a) **Monthly Payments.** During the Term of the Loan, Borrower shall make monthly payments in equal amounts due on the thirtieth (30) of each month, in accordance with Appendix A, commencing on **September 30, 2027.**
 - (b) **Manner and Place for Payments.** All amounts are payable in lawful money of the United States of America and shall be made to Lender at Lender’s address listed above.
4. **Prepayment.** Borrower may prepay this Note in full or in part at any time without any prepayment charge or penalty.
5. **No Waiver.** The acceptance by Lender of any payment under this Note after the date that such payment is due shall not constitute a waiver of the right to require prompt payment when due of any succeeding payments or to declare a default as herein provided for any failure to so pay. The acceptance by Lender of the payment of a portion of any installment at any time that such installment is due and payable in its entirety shall neither cure nor excuse the default caused by the failure to pay the whole of such installment and shall not constitute a waiver of Lender’s right to require full payment when due of all future or succeeding installments.
6. **Default.** Each of the following events shall constitute an “**Event of Default**” under this Note:
 - (a) Borrower’s failure to make any payments of principal, interest or other sums due under this Note within ten (10) calendar days after the same becomes due;
 - (b) Borrower shall be adjudicated a bankrupt or insolvent, or shall consent to or apply for the appointment of a receiver, trustee or liquidator of any of Borrower’s property, or shall admit in writing Borrower’s inability to pay Borrower’s debts generally as they become due, or shall make a general assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization or arrangement in a

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proceeding under any bankruptcy law, or Borrower shall take action towards the liquidation of any of Borrower's property; and

7. **Acceleration.** Upon the occurrence of an Event of Default, Lender may declare the entire outstanding balance of principal immediately due and payable, together with interest at the Default Rate until paid in full, plus all costs of collection, including attorneys' fees.

8. **Assignment.** The Lender will not assign or otherwise transfer this Note without the Borrower's prior written consent.

9. **Attorneys' Fees and Costs.** In the event Lender takes any action to enforce any provision of this Note, either through legal proceedings or otherwise, Borrower promises to immediately reimburse Lender for Lender's reasonable attorneys' fees and all other costs and expense so incurred. Borrower shall also reimburse Lender for all attorneys' fees and costs reasonably incurred in the representation of Lender in any bankruptcy, insolvency, reorganization or other debtor-relief proceeding of or relating to Borrower or any collateral for the obligations hereunder.

10. **Waivers.** Borrower, endorsers, guarantors and sureties of this Note hereby: (i) waive diligence, demand, presentment, notice of non-payment and of dishonor, protest and notice of protest; (ii) expressly agree that this Note, or any payment hereunder, may be renewed, modified or extended from time to time and at any time; (iii) consent to the acceptance or release of security for this Note or the release of any party or guarantor, all without in any way affecting their liability; and (iv) waive the right to plead any and all statutes of limitations as a defense to any demand on this Note or on any guaranty thereof, or to any agreement to pay the same to the full extent permissible by law.

11. **Notices.** All requests, notices and demands given or required to be given by either party hereto to the other party shall be in writing addressed to such addresses as the parties may from time to time designate to the other parties in writing. Notices shall be deemed to have been properly given three (3) business days after having been deposited in any post office, branch post office, or mail depository regularly maintained by the U.S. Postal Service and sent by U.S. registered or certified mail, postage prepaid, on the next business day following deposit with an overnight courier service, and upon receipt by any person at the place of business set forth above if delivery is made by hand delivery.

12. **Severability.** Every provision hereof is intended to be severable. If any provision of this Note is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions hereof, which shall remain binding and enforceable.

13. **Governing Law; Venue.** This Note shall be governed by and construed under the laws of the State of Idaho. Borrower and Lender agree that Boise, Idaho shall be the exclusive venue for resolution of any dispute arising under this Note, to the exclusion of all other possible forums or venues. Borrower further submits to venue in the Fourth District Court of the State of Idaho.

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15. General Provisions. The terms of this Note shall inure to the benefit of and bind the parties hereto and their successors and assigns. Borrower represents and warrants to Lender that the obligations hereunder arise out of or in connection with business purposes and do not relate to any personal, family or household purpose. As used herein, the term "Borrower" shall include the undersigned Borrower and any other person or entity who may subsequently become liable for the payment hereof. The term "Lender" shall include the named Lender as well as any other person or entity to whom this Note or any interest in this Note is conveyed, transferred, or assigned.

BORROWER:

Doral Academy Preparatory
an Idaho Charter School

By: _____
Name: _____
Title: _____

STATE OF IDAHO)
) SS:
CITY OF MERIDIAN, COUNTY OF ADA)

On this _____ day of _____, 2026, before me appeared _____, to me personally known or satisfactorily proven, who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument dated _____, 2026 such instrument being described or identified as **PROMISSORY NOTE**, and that said person did so as the free act and deed of such person, and if applicable in the capacity or capacities shown, having been duly authorized to execute such instrument in such capacity or capacities.

(Stamp or Seal)

Print Name: _____
Notary Public, State of Idaho

My commission expires: _____

Appendix H2 - Doral District Membership Agreement

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:

Appendix H2 - Doral District Membership Agreement

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.

Appendix H2 - Doral District Membership Agreement

- (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

Appendix H2 - Doral District Membership Agreement

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;

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- (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;

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- (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

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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;

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- (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;

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(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

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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

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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

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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

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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;

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- (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) MEMBER 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

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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

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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.

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- 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

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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

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the performance of its obligations hereunder. For the avoidance of doubt, nothing in this paragraph shall require DORAL or any of its officers, directors, employees, professional advisors, agents and representatives to maintain the confidentiality of its Confidential Information or any information that is deemed to belong to DORAL pursuant to this Agreement.

14. RELATIONSHIP; THIRD PARTIES.

Nothing in this Agreement is intended, or is to be construed, to constitute a partnership, agency of franchise relationship between the parties. Neither party shall have the right or authority to assume or create any obligation on behalf of the other party or to bind the other party to any contract, undertaking, or agreement with any third party. Except for each of third parties entitled to indemnification under Section 13 or otherwise in this Agreement (each of which is an intended third party beneficiary of this Agreement), this Agreement is not intended to create any rights of a third party beneficiary.

15. ATTORNEYS' FEES AND COSTS.

In any action or litigation arising from or relating to the enforcement of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs in all trial and appellate levels.

16. ENTIRE AGREEMENT; AMENDMENTS.

The foregoing constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties. There are no oral terms to this Agreement. Neither party is relying upon any oral term or representation.

17. WAIVERS.

The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement.

18. NOTICE.

Unless otherwise provided herein, any notice, demand, or communication required, permitted, or desired to be given hereunder shall be in writing and shall be delivered by hand, or by registered or prepaid certified mail through the United States postal service, return receipt requested, addressed as follows:

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):

Charles A. Gibson, Esq.
3634 Grand Ave

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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: _____

Appendix H2 - Doral District Membership Agreement

President
DORAL, Inc.

President


WITNESSED:

WITNESSED:

By: _____
(Print): _____

By: _____
(Print): _____

By: _____
(Print): _____

By: _____
(Print): _____

DRAFT

Appendix H2 - Doral District Membership Agreement

EXHIBIT A

MIA_ACTIVE 4362655.4

DRAFT

Appendix H3a - Board of Directors' Resumes

Sara Frost

950 S Otter Ave, Meridian, ID | 208-291-8331 | sarahawsfrost@gmail.com

WORK EXPERIENCE

Doral Academy of Idaho**Meridian, ID***Substitute Teacher (part-time)**September 2022 – April 2023*

- Taught classes in grades K-7th for periods up to two weeks

The Frost Group**Meridian, ID***Owner/CEO**August 2019 – Present*

- Complete high-level thought, marketing, HR and design projects for clients on a contract basis
- Drafted and submitted I-17 and revised charter school applications for Pomona Unified School District

KNH Inc.**Redlands, CA***Asset Manager (part-time)**June 2016 – July 2019*

- Maintained financials for two corporations and three real estate properties while the owner was abroad
- 100% rate of rental collections and oversaw 82% growth in total value of properties and assets

San Diego Property Management**San Diego, CA***Property Manager**May 2013 – May 2016*

- Managed advertising, tenant screening, rental contracts, maintenance and remodeling of 48 units
- Maintained occupancy rate above market average at all times
- Increased rents 10%-20% year over year

The Dental Cooperative**Salt Lake City, UT***Interim Office Manager**September 2012 – December 2012*

- Collected over \$60,000 in unpaid insurance claims and improved procedures for future collections

Canyon River Dental**Orem, UT***Office Manager**August 2011 – September 2012*

- Increased production by 420% and increased collections from 64% to 96%

Whitefrog Design**Redlands, CA***Senior Client Manager**September 2009 – August 2011*

- Designed and built a small business branding platform from scratch

Time Warner**New York City, NY***Project Manager**June 2008 – September 2009*

- Managed development and deployment of two enterprise-wide internal software programs

CERTIFICATION

HR Certification Institute**May 2011***Professional of Human Resources Credential*

EDUCATION

University of Redlands**Redlands, CA***Master of Business Administration, Finance**Graduation Date: May 2008***Brigham Young University****Provo, UT***BA in English Literature, Creative Writing**Graduation Date: May 2005*

SKILLS & INTERESTS

Skills: Microsoft Office (Word, Excel) | Canva | Toastmasters Speaker of the Year 2008**Interests:** Art, design, branding, public speaking, education, leadership, youth sports coaching

Angela Perez, PMP

4949 W. Grey Towers Drive

Meridian, ID 83642

(208)-600-2824

LinkedIn: www.linkedin.com/in/angela-perez-9995627

PROFILE

Over 25 years of IT expertise with increased responsibilities from Software Engineer to Sr. IT Director in the semiconductor industry. Extensive experience building global teams, consisting of over 200 team members, that delivered business value across numerous technology platforms and business functions. I have a track record for recovering troubled teams and programs as well as leading global teams to success. Have led teams focused on IT solutions for Global Finance, Global Procurement, Legal, Human Resources, Sales, Business Units, Product Lifecycle Management (PLM), and Master Data.

I have excellent organization, leadership, communication, and collaboration skills as well as PMI certification. I am also known for exceptional customer relationships, vendor negotiations, financial budget management (over \$50M) and building trusted partnerships.

I have a passion for learning and mentoring as well as volunteering.

EDUCATION

- **Montana State University** - Bachelor of Science in Business Administration- Information Systems
- **Micron Technology** - 25+ years of continual training focused on technical, functional, and leadership
- **Project Management Professional** - PMP Certification
- **APICS** - Basics of Supply Chain Management Certification

VOLUNTEER

- **Micron Technology**
 - Micron Women's Leadership Steering Committee
 - Mentoring Subcommittee Lead
 - 1-1 Mentoring and Coaching with peers and team members
 - Boise Food Bank
 - Continue to mentor team members after retirement
- **Ronald McDonald House** - volunteer with grandchildren
- **Simply Cats** - Enrichment volunteer with granddaughter

PROFESSIONAL EXPERIENCE

Senior IT Director - Business Applications Micron Technology - June 2021 - Feb 2023

A Sr. Director responsible for the core business applications IT portfolio across Sales, Business Units, Global Finance, Global Procurement, Legal and Human Resources teams. I led cross-functional alignment while developing a strong business capability roadmap for the company.

Delivered complex global capabilities/teams across interdependent solutions and platforms in a mix of Agile/Waterfall methodologies. Technical solutions included SAP-ECC, SAP-Ariba, Salesforce, Model N, Adobe, WorkDay, OCR, and Siemens Teamcenter.

Appendix H3a - Board of Directors' Resumes

IT Director - PLM, Business Units & Sales Micron Technology - Dec 2017 - June 2021

An IT Director of a fast growing team focused on building expertise in PLM utilizing the Siemens Teamcenter platform in an Agile framework. With extensive leadership experience leading multiple large/complex integrations and platform replacements, delivering high value capabilities with aggressive timelines while managing large internal and consulting teams. Business Units and Sales capability along with PLM provides one solution team delivering IT solutions across Sales and Business Units that is system independent across Teamcenter, Salesforce, EDI, and Model N.

- Excellent organization, leadership, communication skills, detailed and task oriented.
- Excellent customer relationships and partnerships as well as extensive risk mitigation planning, contingency planning, and risk management.
- Technical/functional SAP experience within finance, logistics, production planning, supply chain.

IT Sr Manager - PLM Micron Technology - Feb 2016 - Dec 2017

In this role, I led the recovery of a failed program that had not delivered in over a year. The successful execution resulted in the initial deployment of the Siemens Teamcenter platform to support the PLM Process Governance. The team grew significantly in partnership with a global delivery model. The results enabled one source of the truth to support Micron's complex product structure linked to the product governance lifecycle and an enterprise Bill of Materials in an Agile framework.

IT Supply Chain and Backend Manufacturing Business Partner Micron Technology - Feb 2014 - Feb 2016

Served as a liaison to IT focused on strategic partnering with the supply chain and backend manufacturing executive leadership teams to ensure IT strategy, delivery, and service levels were achieved.

Sr. IT Program Manager - Supply Chain & Digital Marketing Micron Technology - Sep 2008 - Feb 2014

In this role, I led integration and platform replacement programs that consists of implementing numerous SAP-APO for the global company. It also includes the supply chain and order-to-cash integration for a large acquisition which were both completed on-time and under budget.

Led large scale acquisition programs which included frontend manufacturing integration, backend manufacturing integration, supply chain planning integration, sales and logistics execution integration, and master data Integration.

Sr. IT Project Manager Micron Technology - Feb 2006 - Sep 2008

Led many IT projects through the full lifecycle implementations as well as became PMI certified in 2008

Software Engineer 1, 2, 3 Micron Technology - Sep 1996 - Feb 2006

As a software engineer, I developed solutions across numerous business domains and platforms such as Cobol, Userbase, and mainly SAP (ABAP)

Appendix H3a - Board of Directors' Resumes

Logan Schmidt

Contact Information Phone Number: (435) 590-7269

Address: 1315 N La Cresta Ave Caldwell ID, 83605

Email Address: logan.schmidt2@gmail.com

Ramirez-Smith Law

Chief Operating Officer (COO) November 2023 to Present

- Same Responsibility of Director of Administration and Marketing with added responsibility below.
- Oversee hiring and recruitment.
- Analyze internal operations and identify areas for process enhancement.
- Implement business strategies and plans that align with the short- and long-term objectives developed in tandem with Owners.
- Oversee operations, HR, and accounting, and partner with Owners in sales management so that sufficient investment capital can be budgeted for near-term growth targets.
- Monitor performance with tracking software and take corrective measures when necessary and prepare detailed updates and forecasts.
- Build and maintain trusting relationships with key customers, clients, partners.

Director of Administration and Marketing September 2023 to November 2023

- Develop and implement strategies for increasing productivity, reducing costs, and improving efficiency.
- Oversee marketing strategies, distribution, and overall sales.
- Develop and maintain employee relations, benefits, and staffing plans.
- Maintain organizational records, including personnel information, records, reports, and legal documents.
- Maintain schedules and workload.
- Take responsibility for annual marketing plan, strategy, and team.
- Identify and plan differentiated and impactful marketing strategies/materials.
- Drive the implementation of marketing campaigns that meet business objectives and drive leads.
- Direct and support market research collection, analysis, and interpretation of market data for short- and long-term market forecasts and reports
- Work closely with the Attorneys to align sales and marketing strategies.
- Manage marketing budget and expenditures.
- Maintain brand standards and ensure compliance across all marketing and communications channels.

Connections Credit Union-September 2021 to July 2023

Branch Manager-September 2021 to July 2023

- Represent and promote the Credit Union within the community. Take an active role in the marketing and promotion of the branch to stimulate success and growth. With the assistance of the marketing department, develop and implement promotions for the branch as well as Credit Union sponsored community events.
- Underwrites consumer loans up to loan approval limits in a timely manner and conducts all follow-up items as required. Works closely with the loan officer to make sure member's loan needs are met and serve as lending backup.
- Maintains communications with the Executive Management Team related to branch activities and branch reports. Attend training and/or meetings as requested. Make sure all necessary information covered in Supervisor meetings and/or communications are relayed to branch staff.
- Serves as backup to member service reps as needed. Responsible for scheduling adequate staff levels for branch operations in accordance with the appropriate department conduct training, performance evaluations, hiring, and discipline.
- Be a resource of knowledge for the branch. Maintain knowledge of the Credit Union's products and services offered to effectively educate, train, and support staff. Monitors all branch activities to ensure they are in compliance with established credit union policies, procedures, and regulations.
- Created the branch manager training and trained new managers. Created many different resources and procedures for the Credit Union that were implemented to standard procedure.

Appendix H3a - Board of Directors' Resumes

Pioneer Federal Credit Union-June 2020 to July 2021

Call Center Manager June 2020 to July 2021

- Managed call center department, both General Service agents and Online Loan team.
- Created quality assurance metrics for scoring calls.
- Created metrics for accountability with productivity, attendance, and Credit Union core values.
- Ensures the day-to-day operations and tasks are completed.
- Assists agents in resolving problem accounts/escalations, while coaching for continuous improvement to enhance agent's daily productivity.
- Responsible for the ongoing training of the call center employees.

Mountain America Credit Union-October 2015 to June 2020

Service Center Loan/Online Outbound Assistant Manager-July 2019 to June 2020

- Uses AAA to excel in member experience while leveraging our Products and Services to improve the member's financial lives.
- Assists agents in resolving problem accounts/escalations, while coaching for continuous improvement to enhance agent's daily productivity.
- Ability to manage multiple channels of member contact (Inbound and Outbound) - phone, chat, email, mail, applications, etc.
- Performs audits to ensure we meet the high compliance requirements both externally (regulations) and internally (procedures).
- Lead a successful team in a pilot program to create a better member experience and faster turnaround time.

Service Center Assistant Manager-June 2018 to July 2019

- Coaches and trains call center agents regarding sales and servicing techniques.
- Supervises 13-15 direct reports. This includes coaching and development, disciplinary actions, performance appraisals, goal setting, reward and recognition, and career development.
- Monitors agent's calls and reviews key metrics daily, weekly and monthly ensuring both quality standards and all policies and procedures are being met.

Account Support Manager-February 2017 to June 2018

- Provides quality service to resolve problems and enhance their financial relationship with Mountain America.
- Records and analyzes information to track employee performance, increase efficiencies and recommend changes to improve the quality of customer service.
- Acts as a resource to determine solutions to questions, concerns, or comments regarding the computer system and other technology used by the members and assist.

CHANTEL MORALES

Motivated, passionate leader, with 19 years of experience in education, aiming to utilize effective communication and innovation to support teachers and students.

EXPERIENCE

PRINCIPAL

Mater Academy Elementary School July 2020 - Present

- Led daily school operations for a K-5 / elementary school campus, ensuring a safe, inclusive, and high-performing learning environment
- Supervised, coached, and evaluated teachers, instructional staff, and support personnel
- Developed and implemented school-wide instructional goals aligned with district and state standards
- Analyzed student performance data to drive academic improvement and close achievement gaps
- Managed school budget, resources, and staffing to support instructional priorities

ASSISTANT PRINCIPAL

Mater Academy Elementary School Oct 2018 - July 2020

- Develop the School Improvement Plan and support attainment of the School goals Set educational standards and goals in alignment with the School Improvement Plan, and establish and monitor policies and procedures to carry them out Analyze school wide data and observe teaching methods to drive classroom instruction Provide mentorship to Instructional Coaches Oversee the
- Response to Intervention program Establish and maintain Title I budget Oversee the School's Internal Account Implement the Leader in Me process Plan and lead professional development activities for staff Complete formal evaluations of teachers Recruit, hire, and provide mentorship to staff

LEAD TEACHER/ TEST CHAIRPERSON

Mater Academy Elementary School Jun 2014 - Oct 2018

- Advised teachers in curriculum development, use of materials, and implementation of state and district procedures
- Observed work of teaching staff to evaluate performance
- Developed and oversaw the implementation of the Curriculum Council program
- Recommended, and ordered instructional materials and supplies
- Coordinated and oversaw the FSA Tutoring Program
- Oversaw standardized testing and maintained test security

CLASSROOM TEACHER

Mater Academy Elementary School Aug 2010 - June 2014

- Developed and delivered rigorous lessons, incorporating technology
- Developed focus calendars, standards analysis and data tracking systems for math while serving as Math Curriculum Coach
- Provided mentorship to grade level teams, while serving as grade level chairperson
- Teacher of the Year, 2013

✉ cmorales@mater elementary.com

☎ (786) 271-4658

📍 6600 Main Street Miami Lakes, FL 33014

EDUCATION

DORAL COLLEGE Miami, FL

School Leadership Institute (Aug 2018)

AMERICAN COLLEGE OF EDUCATION Indianapolis, IN

Master of Science (M.S.) Educational Leadership (Jul 2018)

FLORIDA INTERNATIONAL UNIVERSITY Miami, FL

Bachelor of Science (B.S.) Elementary Education (Dec 2007)

ADDITIONAL SKILLS

Fluent in Spanish

CERTIFICATIONS

Florida Department of Education

Professional Certificate-
Educational Leadership

Professional Certificate-
Elementary Education

Endorsement- ESOL

Endorsement- Reading

Appendix H3a - Board of Directors' Resumes

Dr. Emma F. Wood

Idaho State University
Department of Teaching and Educational Studies
(208) 282-5443
Email: woodemma@isu.edu

Education

PhD, Idaho State University, 2017.
Major: Instructional Design

MA, California State University - Northridge, 2006.
Major: Deaf and Hard of Hearing/Special Education

BA, California State University - Northridge, 2003.
Major: Deaf Studies

ACADEMIC AND PROFESSIONAL POSITIONS

Assistant Dean for Educator Preparation, College of Education, Idaho State University. (August 2019 – Present)

President, Idaho Association of Colleges of Education. (June 2024 - June 2026)

College of Education Assessment Coordinator, Idaho State University. (August 2014 – August 2019)

Assistant Lecturer, College of Education, Idaho State University. (August 2013 – July 2014)

Special Projects Contract, College of Education, Idaho State University. (January 2013 – August 2013)

Adjunct, Idaho State University, Special Education. (August 2009 – December 2012)

Transcriptionist for the Deaf and Hard of Hearing, Idaho State University. (August 2008 - May 2009).

Teacher Aide and Sign Language Interpreter, Simi Valley Elementary School. (June 2002 – April 2004)

Transcriptionist for the Deaf and Hard of Hearing, California State University - Northridge. (August 2000 - May 2004).

TEACHING

Teaching Experience

Idaho State University

EDUC 1150, Educational Careers, 1 section

EDUC 4485, Independent Problems in Education, 2 sections

EDUC 5597, Sheltered Instruction, 1 section

Appendix H3a - Board of Directors' Resumes

SPED 3350, Creating Inclusive Classrooms, 41 sections

SPED 5550, Creating Inclusive Classrooms, 3 sections

K12 Schools

Middle School Deaf and Hard of Hearing Resource Room (all subjects)

Preschool and Kindergarten Deaf and Hard of Hearing Self-contained Classroom

Community

American Sign Language teacher for parents

Delivering Professional Development Experience

Idaho State University

Seeing Through the Masks : Access During the Pandemic, Webconference, Community and Institutional Stakeholders, February 2021

COE Assessment Workshop Series, College of Education Faculty, Spring 2021

Charlotte Danielson's Framework for Teaching, College of Education Faculty, Fall 2013

Livescribe Smartpen Training, College of Education Faculty, Spring 2013

Community

Parents as Students...and Teachers, Stockton Unified School District, Stockton, CA, July 2021.

Course Development

SPED 3350, Creating Inclusive Classrooms

Face to face course

Hybrid course

Asynchronous online course

SPED 5550, Inclusive Classrooms

Asynchronous online course

EDUC 5597, Danielson's Framework for Teaching: Administrators

Asynchronous online professional development course

Albion PD Template Training Course

Asynchronous online course

Supervision

Student Teacher

Special Education, Spring 2014

Special Education – Deaf/Hard of Hearing, Spring 2019

Appendix H3a - Board of Directors' Resumes

Pre-Internship

History, Middle School, Fall 2020

RESEARCH

Published Intellectual Contributions

Refereed Journal Articles

Romrell, D., Kidder, L. C., Wood, E. F. (2014). The SAMR Model as a Framework for Evaluating mLearning. *Journal of Asynchronous Learning Networks*, 18(2).

<http://jaln.sloanconsortium.org/index.php/jaln/article/download/435/105>

Conference Proceedings

Streagle, K. & Wood, E. (2016). Teaching, modeling, and implementing UDL for pre-service teachers. In J. E. Gardner, & D. Hardin (Eds.), *Proceedings of the 2nd Annual UDL-IRN Summit* (pp. 37-39). Towson, MD.

Wood, E. (2017). Virtual checklists: Enhancing personal progress monitoring. In J. E. Gardner, & D. Hardin (Eds.), *Proceedings of the 4th Annual UDL-IRN Summit* (pp. 85-87). Orlando, FL.

Presentations Given

Wood, E. (Presenter & Author), Sammons, D. (Author Only), & Denner, P. (Author Only). UDL-IRN, "Virtual Checklists: Enhancing Personal Progress Monitoring", Orlando, FL (March 2017)

Drake, M. A. (Presenter & Author) & Wood, E. (Presenter & Author), UDL-IRN Summit, "Learning Universal Design Through UDL," Towson University, MD (March 2016)

Streagle, K. (Presenter & Author) & Wood, E. (Presenter & Author), UDL-IRN, "Teaching, Modeling, and Implementing UDL for Pre-Service Teachers," Boloxi, MS (March 2015).

Drake, M. A. (Leader) & Wood, E. F. (Leader), IABE, "Help! How to Support All Students to be Resourceful, Strategic, and Motivated Learners," Boise, Idaho (January 29, 2015).

Wood, E. F. (Leader) & Romrell, D. (Leader), AECT, "Livescribe Echo Goes to College: Innovative uses of a SmartPen," Jacksonville, Florida. (November 7, 2014).

Wood, E. F. (Presenter & Author), Romrell, D. (Presenter & Author), AECT, "Using Twitter to Increase Social Presence and Create a Community of Learners," Jacksonville, Florida. (November 7, 2014).

Wood, E. F. (Presenter & Author), Kidder, L. (Presenter & Author), AECT, "Student Driven Online Collaboration: Tools That Work," Association of Education and Communication Technology, Anaheim, California. (November 1, 2013).

Wood, E. F., eISU, "Rubrics in Moodle 2.0," Instructional Technology and Resource Center, Idaho State University. (October 2012).

Wood, E. F. (Presenter & Author), Machen, L. (Presenter & Author), Devries, T. (Presenter Only), Idaho State University Disability Awareness Week, "Universal Design for Learning," Disability Services, Idaho State University. (October 2010).

Appendix H3a - Board of Directors' Resumes

Wood, E. F. (Presenter & Author), Mercaldo, D. J. (Presenter & Author), Paraprofessional Conference, "Language Development," Regional Special Education Office, Idaho State University. (October 2009).

SERVICE AND COMMITTEE WORK

State Service

Committee Member, EDUCATOR STANDARDS REVIEW, by invitation (June 2020 - August 2021)

Committee Member, PROFESSIONAL STANDARDS COMMISSION, by appointment (July 1, 2020 – June 30, 2023)

Committee Member, STATE STANDARDS REVIEW, Core Teacher Standards (November 2016)

Committee Member, STATE STANDARDS REVIEW, Preservice Technology Teacher Standards (November 2015)

Committee Member, STATE STANDARDS REVIEW, Deaf and Hard of Hearing Teacher Standards (November 2015)

Committee Member, IDAHO ASSOCIATION OF COLLEGES FOR TEACHER EDUCATION, DEANS AND DIRECTORS, (November 2018 – Current)

Guest Presenter, IDAHO COALITION ON EDUCATOR PREPARATION, (April 3, 2019)

President, IDAHO ASSOCIATION OF COLLEGES FOR TEACHER EDUCATION, DEANS AND DIRECTORS, (June 2024 – June 2026)

President Elect, IDAHO ASSOCIATION OF COLLEGES FOR TEACHER EDUCATION, DEANS AND DIRECTORS, (June 2022 – June 2024)

Quality Matters Peer Review Summer Project, Instructional Technology Resource Center (ITRC), Member, (June 2, 2014 - June 13, 2014).

Quality Matters *Accessibility and Usability Resource Site* Content Matter Expert, (January 2018 – Present).

Universal Design for Learning, Higher Education Design Lab Facilitator, (March 2017 – May 2018).

Institutional Service

Conference Organizer, DISTINGUISHED VOICES IN EDUCATION, College of Education. (April 3, 2014 - May 29, 2014).

Committee Member, NATIONAL YOUTH LEADERSHIP NETWORK, (September 2012 - August 2013).

Committee Member, MOMENTUM PATHWAYS – ACADEMIC MAPS and MOMENTUM YEAR PROJECT GROUP, (May 2019 – September 2019)

Committee Member, UNIVERSITY ASSESSMENT REVIEW COMMITTEE, (April 2017 – Present)

Committee Member, UNIVERSITY ASSESSMENT REVIEW COMMITTEE, Assessment Software

Appendix H3a - Board of Directors' Resumes

and Technology, subcommittee, (September 2018 – September 2019)

Committee Member, UNIVERSITY ASSESSMENT REVIEW COMMITTEE, University
Comprehensive Assessment Plan Update, subcommittee, (August 2019)

Quality Matters Peer Review Summer Project, ITRC, Member, (June 2, 2014 - June 13, 2014).

Quality Matters *Accessibility and Usability Resource Site* Content Matter Expert, (January 2018 – Present).

Community Service

Committee Member, HEAD START POLICY COUNCIL MEMBER, (September 2008 - May 2010).

Coordinator – Small Talk, SUCCESS BY SIX INITIATIVE, (August 2009 - August 2010).

Consulting

Academic, Merri Ann Drake, Idaho Coaching Network - Region IV. (October 10, 2014 - Present).

Panelist, PARTNERSHIPS TO STRENGTHEN IDAHO'S EDUCATOR WORKFORCE SUMMIT,
by invitation (March 15, 2022, Boise State University)

AWARDS AND HONORS

Master's with Distinction, Master's Degree, 2006

Summa Cum Laude, Bachelor's Degree, 2003

Torch Bearer Award, Deaf Studies Department, 2003

Professional Memberships

Member, Association for Educational Communications and Technology. (January 2013 - 2018).

Member, Kappa Delta Phi, (2013 - Present)

Development Activities Attended

Brown Bag Discussions, "Quality Matters," Idaho State University, Pocatello, Fall 2013.

Conference, "AACTE 2014," Indianapolis, Indiana. (March 1, 2014 - March 3, 2014).

Continuing Education, "APPQM," Idaho State University, Pocatello. (2013).

Conference, "2013 Fall CAEP Conference," Council for the Accreditation of Educator Preparation,
Arlington, Virginia. (September 19, 2013 - September 21, 2013).

Conference, "Association of Higher Education and Disabilities (AHEAD)," New Orleans,
Louisiana. (July 10, 2012 - July 13, 2012).

Seminar, "IRIS Faculty Seminar," Claremont College, Portland, Oregon. (March 1, 2012 - March
3, 2012).

ADDITIONAL SKILLS AND EXPERIENCE

- Multiple years of experience with implementing and maintaining data management systems (Filemaker Pro, Taskstream)
- Project management
- Career-Path Internship implementation in off-campus tutoring program with supporting data management system. Supports 15 teacher education candidates in the field, up to 25 hours a week.
- Paraprofessional to Certified Teacher (PaCT) Program Lead
- Certified American Sign Language Interpreter
 - Idaho License #SIGN-4073 (Expires: May 2025)
 - Utah Certified Professional Level (Expires: Sept 2028)



RODNEY J. SAUNDERS

EDUCATIONAL LEADER

CORE COMPETENCIES

ACADEMIC EXCELLENCE & STUDENT OUTCOMES

- 5 Star Rankings on Nevada School Performance Framework
- Record of Reducing Achievement Gaps in All Student Groups
- 5-10% Increase in Student Proficiency on Math & ELA National Testing
- 65th+ Percentile Rankings in Student Growth Measurements on Math & ELA National Testing

ENGAGEMENT

- PTA & PTO Joint Fundraising for Technology Needs
- Empowerment & Innovative School Leadership Team
 - Grade Level Leaders, Support Staff, Specialists, Special Education, and Community Members
- Parent University & Academic Nights
- Operation Respect/Welcoming Schools model school for Anti-Bullying student and parent trainings

CLARITY & FOCUS

- Operations budget oversight to support mission and vision of the school
- Write, secure, and monitor grants to support and enhance student needs and teacher learning.
- Data analysis to support growth toward mission and vision of the school

PROFESSIONAL EXPERIENCE

2017 - Present
PRINCIPAL
 Doral Academy of Nevada - Pebble Campus
 State Public Charter School, NV

2005 - 2009
PRINCIPAL
 William R. Lummis Elementary School
 Clark County School District, NV

2003 - 2005
ASSISTANT PRINCIPAL
 William & Mary Scherkenbach Elementary School
 Clark County School District, NV

2002 - 2003
LITERACY TEACHER
 McKinley Elementary School
 Long Beach Unified School District, CA

1996 - 1998
PRIMARY TEACHER
 Helen Herr Elementary School
 Clark County School District, NV

2009 - 2017
PRINCIPAL
 Henry & Evelyn Bozarth Elementary School
 Clark County School District, NV

2003 - 2005
ASSISTANT PRINCIPAL
 James H. Bilbray Elementary School
 Clark County School District, NV

2001 - 2002
ASSISTANT PRINCIPAL
 John F. Mendoza Elementary School
 Clark County School District, NV

1998 - 2001
THIRD GRADE TEACHER
 Daniel Goldfarb Elementary School
 Clark County School District, NV

1992 - 1996
PRIMARY TEACHER
 Columbus Torah Academy
 Columbus School District, OH

LEADERSHIP

LOCAL SCHOOL SITE

- Collaborated to Developed the COVID Reopening Plan
- State Testing & Reporting
- Advocate with elected officials, news stations, and local media to promote the Doral Academy brand and reputation

UNIVERSITY OF NEVADA - LAS VEGAS

- Administrative Leadership Program Mentor

COGNIA ACCREDITATION

- Accreditation Team Member
 - Examined Middle School policies, practices, learning conditions, and cultural context to guide continuous improvement and better learner outcomes.

DORAL LEADERSHIP INSTITUTE

- Interview Team Member & Presenter for Administrative Leadership Training Program

COMMUNITY ACTIVITIES

2010 - 2015
MAKE A WISH FOUNDATION

2011 - 2014
PROVIDENCE SAFETY COMMITTEE

2005 - 2009
SUMMERLIN CHILDREN'S FORUM

PROFESSIONAL MEMBERSHIPS

Clark County
 Association
 of School
 Administrators

Elementary
 Principal's
 Association

National
 Association for
 School
 Administrators

Association
 Supervision
 Curriculum
 Development

PERSONAL STATEMENT

An experienced and dynamic administrator for 18+ years. Proven record of improving student achievement through strategic and collaborative structures.

EDUCATION

2013
HARVARD UNIVERSITY
 Programs in Professional Education
 Inner Strengths & Successful Leaders

1998
UNIVERSITY OF PHOENIX
 Master of Arts
 Educational Leadership & Administration

1992
MARIETTA COLLEGE
 Bachelor of Arts
 Elementary Education

LICENSES & CERTIFICATIONS

CURRENT

- Nevada - K-12 Administration
- Nevada - K-8 Teaching

CONTACT INFORMATION



REFERENCES UPON REQUEST

ALEXA MILAZZO

MILAZZOALEXA@GMAIL.COM

Meridian, ID

[linkedin.com/in/alexa-milazzo-052248a7/](https://www.linkedin.com/in/alexa-milazzo-052248a7/)

Financial and accounting professional with over 13 years of progressive experience in corporate accounting, financial reporting, compliance, and business governance. Experienced in full-cycle accounting, payroll administration, sales tax compliance, financial statement preparation, and internal controls. As a small business owner and corporate officer, brings practical experience in financial oversight, regulatory compliance, and strategic decision-making. Committed to supporting strong fiscal stewardship and transparent governance within the educational community.

EXPERIENCE

2023 TO PRESENT

IDAHOME BOOKKEEPING, MERIDIAN, ID **OWNER, SELF-EMPLOYED**

- Provide comprehensive accounting and financial management services to small businesses.
- Prepare and analyze financial statements to support informed decision-making.
- Maintain internal controls and ensure regulatory compliance.
- Oversee payroll processing, tax reporting, and vendor management.
- Advise business owners on financial best practices and long-term sustainability.

2009 TO 2018, 9 YEARS

AMRON INTERNATIONAL, VISTA, CA

Worked in a small private manufacturing and distributing company for 9 years. Had excellent rapport with the president and coworkers in every department. Was promoted within the company and received multiple awards for hard work ethic. Gained experience in all roles in the accounting department.

STAFF ACCOUNTANT, PAYROLL ADMINISTRATOR 2015 - 2018

ACCOUNTS RECEIVABLE/CREDIT SPECIALIST 2012 - 2015

ACCOUNTING CLERK II 2010 – 2012

RECEPTIONIST 2009 – 2010

- Posted general journal entries
- Prepared monthly company, subsidiary and consolidated financial statements
- Reconciled bank accounts and balance-sheet accounts
- Prepared sales tax returns and administered resale certificates
- Calculated direct labor and overhead rates
- Generated salesperson commission reports
- Coordinated and processed employee payroll in a timely manner
- Maintained employee records
- Reviewed and approved accounts payable vouchers and payments
- Processed customer credit applications

Appendix H3a - Board of Directors' Resumes

- Regularly reviewed accounts receivable reports and follow up on past due payments with customers
- Maintained fixed asset files and ledgers and performed annual physical asset counts
- Prepared physical inventory cycle count sheets daily and organized the yearly physical inventory count.
- Updated and maintained procedures
- Identified opportunities to improve processes and minimize inefficiencies

EDUCATION

JUNE 2015

BACHELOR OF SCIENCE IN ACCOUNTING, COLORADO STATE UNIVERSITY –
GLOBAL CAMPUS

JUNE 2012

ASSOCIATES OF SCIENCE IN BUSINESS ADMINISTRATION AND MANAGEMENT,
MIRA COSTA COLLEGE

SKILLS

- Corporate Accounting
- General Ledger
- GAAP Standards
- Financial Reporting and Analysis
- Financial Statements
- ISO 9001:2015 Internal Auditor
- Advanced Excel
- Microsoft Office Suite
- Microsoft NAV Dynamics
- QuickBooks
- ADP Workforce
- Sales tax reports

Doral Academy Preparatory High School Principal

Essential Duties and Responsibilities

The list of Essential Duties and Responsibilities is not exhaustive and may be supplemented.

1. Establishes building-level priorities in the context of the community and consistent with the system's vision and mission statements; leads a diverse staff, student body, and the community in the development and implementation of building-level goals focused on the improvement of student learning.
2. Ensures implementation of the Doral Academy of Idaho Charter with clear emphasis on arts integration.
3. Plans and develops the school strategic budget with input from stakeholders, allocates and adjusts fiscal and material resources, ensuring resources are aligned with student achievement data to target services, and supports school improvement.
4. Plans, organizes, facilitates, and monitors identified comprehensive, standards-based curriculum focused on active student-engagement and research-based instruction.
5. Takes responsibility for improving school outcomes and implementing initiatives to accomplish sustainable results by adopting various approaches and engaging a variety of stakeholders to support school goals.
6. Implements the Doral Academy of Idaho research-based teacher evaluation system.
7. Conducts frequent classroom observations with actionable feedback conversations in alignment with the Doral Academy of Idaho Evaluation and Supervision Policy.
8. Implements the Doral Academy of Idaho Framework for Performance-Based Compensation to ensure that the performance results recognize and reward the best quality teaching and learning.
9. Models and establishes clear and high expectations for all students and staff members.
10. Engages in professional, respectful, transparent, and honest communication and interactions with all stakeholders.
11. Provides and/or facilitates training of staff regarding the most effective practices that lead to higher student achievement regardless of race, ethnicity, socioeconomic status, or prior academic achievement.
12. Analyzes and interprets school-level data; works with staff to develop school performance plans, inclusive of professional development that improves student academic growth and ensures the alignment of the curriculum, instruction, and assessment to promote continuous school improvement.
13. Interprets and implements Doral Academy of Idaho policies, procedures, and regulations.
14. Leads staff in development and implementation of Doral Academy of Idaho System and building-level goals relating to cultural competency and student learning.

Appendix H4 - Principal Job Description

15. Is responsible and accountable for appropriately managing all site-based contracting, purchasing, risk management, and legal matters.
 16. Establishes a school climate that promotes equal opportunities for all students, positive conduct and attitudes, and values. Accepts responsibility for the attendance, conduct, health, and safety of students.
 17. Responsible for the selection, professional growth, training, assignment, discipline, supervision, and reassignment of all staff.
 18. Provides a safe and respectful learning environment with a positive culture for all students and staff by establishing a set of culturally responsive standard operating procedures, practices, and routines.
 19. Provides for effective staff communication; collaborates and resolves conflicts with others.
 20. Manages the condition of the physical assets, including the neatness and cleanliness of the buildings and grounds and the safety, security, and state of maintenance and repair of the buildings, grounds, furnishings, and equipment.
 21. Works cooperatively with other administrators; advises the Board of progress, challenges, and other information regarding the school.
 22. Performs additional duties and obligations as assigned by the Doral Board.
-

Position Expectations

1. Demonstrate the ability to act in a responsive manner, exercising influence with diplomacy among all stakeholders.
2. Demonstrate the ability to maintain a focus on how decisions and processes will enhance student achievement.
3. Demonstrate the ability to anticipate and create changing conditions and effectively lead others in evolving and adapting to change.
4. Demonstrate the ability to skillfully motivate others, both within and outside the school and the Doral Academy of Idaho System, to invest in the development and implementation of the resolutions of the school's challenges.
5. Demonstrate the ability to be both prudent and astute to achieve the best results.
6. Demonstrate a high level of initiative.
7. Demonstrate the ability to work in a fast-paced environment amid constant challenges and often-competing interests.
8. Demonstrate the ability to provide encouraging input, listen to the concerns and suggestions of others, value their opinions, and act decisively as the responsible administrator.
9. Demonstrate the ability to recognize and promote the professional potential in others.
10. Demonstrate the ability to exemplify integrity, candor, and high ethical conduct.
11. Demonstrate the ability to maintain poise, professional demeanor, and perspective.
12. Demonstrate the ability to possess the physical, mental, and emotional stamina commensurate with the responsibilities and expectations of the position.

Appendix H4 - Principal Job Description

13. Demonstrate success in philosophy, curriculum, and instruction at the position's grade level, including an understanding of culturally responsive instructional processes and a variety of instructional techniques, as well as a commitment to the improvement of instructional programs.
14. Demonstrate success in leading the improvement of student learning, as evidenced by the improvement of school-based and/or Doral Academy of Idaho System-based data points.
15. Demonstrate successful and culturally responsive leadership experiences in staff leadership, supervision, and evaluation, and demonstrate the ability to work effectively with teachers to improve instruction.
16. Demonstrate the ability and desire to establish positive relationships with persons regardless of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin, with an active commitment to equal opportunity for all students and staff.
17. Demonstrate the ability to foster an environment that focuses on quality results while motivating, developing, and supporting a diverse staff, encouraging continuous improvement, and working effectively as a member of a diverse team.
18. Demonstrate an understanding of the change process and its relationship to current trends in education at the position's grade level.
19. Demonstrate effectiveness in planning, scheduling, allocating resources, reaching logical conclusions, and making high-quality decisions using appropriate decision-making processes and accepting responsibility for actions and consequences.
20. Demonstrate effectiveness in using computer technologies to enhance instruction and to manage building functions.
21. Demonstrate success in exercising sound judgment, insight, self-awareness, integrity, and cultural responsiveness when interacting with all stakeholders.
22. Demonstrate commitment and the ability to continue one's own lifelong learning, to develop talent and leadership skills in others, to provide critical feedback, and to receive critical feedback to maintain high standards for oneself and one's school.
23. Demonstrate the ability to communicate effectively in both written and verbal form, with the ability to make clear, persuasive presentations to all stakeholders.
24. Demonstrate success with incorporating culturally competent strategies and utilizing culturally responsive communication and engagement strategies with all members of the school community.
25. Demonstrate effectiveness when representing the school in the community through business partnerships and activities.

Position Requirements

Licenses and Certifications

1. Hold an Idaho school administrative endorsement.
2. Hold a Master's degree in Education Administration.

Experience

1. Have previously demonstrated a minimum of five (5) years of successful licensed teaching experience in an accredited K-12 public or private setting.

Appendix H4 - Principal Job Description

2. Have previously demonstrated a minimum of three (3) years of experience as a licensed administrator in an accredited K-12 public or private setting. (Site-based administrative experience is strongly preferred).
3. Successful performance in the position held at the time of application.
4. Have a proven track record of positively impacting student achievement.
5. Demonstrate familiarity/training in the Charlotte Danielson teacher evaluation system.
6. Demonstrate knowledge and understanding of effective discipline strategies and motivation, curriculum development and program evaluation, child growth and development, effective instructional strategies, classroom management, learning assessment and diagnosis, and research related to learning.
7. Demonstrate excellent organizational skills and the ability to motivate people.
8. Have strong communication skills, with the capacity to connect strongly with the school community.
9. Have an entrepreneurial, flexible spirit that can celebrate success and respond positively to adversity.

Preferred Qualifications

1. Participation and completion of the Doral Leadership Program.
2. Experience as a teacher or administrator with arts integration strategies.

When applying for an administrative position, candidates must meet the minimum qualifications.

Application Process

To express interest in this position, please send your resume, most recent evaluation, and at least three references to

Anticipated timeline:

Applications due:

Committee interviews:

Tentative Final interview with the Doral Board of Directors:

DORAL ACADEMY PREPARATORY

Administrator Executive Office – Performance Evaluation



Employee Name: _____

School: Doral Academy

Title: _____

Date: _____

Years as a Principal/Administrator: _____

Years with Doral: _____

Page 1 of

Analysis of performance, completion of previous directions, directions, and other factors which are pertinent to the performance of a probationary/post-probationary administrator.

Framework for Administrator Evaluation – Domains/Standards**DOMAIN 1: INSTRUCTIONAL LEADERSHIP**

The educational leader promotes learning and academic growth of all students through development, implementation, communication, and evaluation of schoolwide instructional programs that strengthen teaching and learning.

	Unsatisfactory	Basic	Proficient	Highly Proficient	Distinguished	N/A
1.1 Alignment: Ensures that instructional programs are aligned with state requirements and Doral Academy/school vision, mission, and instructional improvement efforts.						
1.2 Curriculum: Ensures that the required curriculum is designed and implemented with a focus on standards-based units of instruction and effective, coherent lessons with measurable learning outcomes. 1.2A Standards-Based Unit Design 1.2B Coherent Lesson Development						
1.3 Instructional Practices: Establishes expectations for implementation of instructional practices that are research-based, reflect high expectations regarding content mastery and quality of student work, focus on student engagement, and accommodate diverse learning needs. 1.3A Research-based Instructional Practices 1.3B High Expectations and Quality of Student Work 1.3C Student engagement and Meeting Diverse Learning Needs						
1.4 Assessment/Intervention: Ensures that teachers use diagnostic, formative and summative assessments to measure and monitor student academic progress/achievement intervening to make adjustments in subsequent instruction to increase student learning. 1.4A Use and Monitoring of Diagnostic, Formative, and Summative Assessments 1.4B Intervention and Subsequent Instruction						
1.5 Evaluation: Manages and articulates supervision and evaluation of staff in alignment with Doral Academy and State requirements. 1.5A Timely Formal and Informal Constructive Feedback 1.5B Assessment of Teaching Performance. 1.5C Focus of Supervision and Evaluation on Professional Practice 1.5D Alignment of Teaching Performance with Student Progress/Achievement						
1.6 Data-informed Decisions: Uses multiple data sources for current/trend evidence of student progress/achievement to inform decisions regarding effectiveness of instructional programs/practices and determine actions needed to improve educator effectiveness and increase student learning.						

DOMAIN 2: ORGANIZATIONAL MANAGEMENT AND OPERATIONS

Appendix H5 - Principal Evaluation Framework

The educational leader manages and oversees school environment; human resources; scheduling and communication; fiscal systems; and legal responsibilities.

	Unsatisfactory	Basic	Proficient	Highly Proficient	Distinguished	N/A
2.1 School Environment: Leads and maintains a positive, safe, respectful, and orderly school environment in which stakeholders focus on achievement of rigorous standards in teaching and learning. 2.1A Inviting School Environment: Implements and articulates plans, procedures, and routines that maintain a welcoming and inviting school environment. 2.1B Operational Systems: Supervises and supports effective and efficient physical plant and operational systems. 2.1C Schoolwide Discipline: Establishes high expectations for student behavior, mutual respect, and positive schoolwide discipline that reflects best practices in behavior management. 2.1D Visibility and Accessibility: Demonstrates visibility and accessibility making time to listen, gain input/feedback, and address concerns of all stakeholders.						
2.2 Human Resources: Implements and articulates coherent procedures for recruitment, selection, induction, support for career development, evaluation, and retention of quality instructional and support staff. 2.2A Recruitment and Selection: Leads recruitment and selection process of quality educators and support staff in a manner that is ethical and equitable, addresses school academic needs, and meets Doral Academy/State requirements. 2.2B Mentoring and Induction Systems: Provides, promotes, and monitors mentoring/induction systems that support, familiarize and integrate educators as well as support staff into a professional learning community. 2.2C Career Development and Retention of Quality Educators and Support Staff: Supports career development and retention of educators and support staff through job-embedded professional development and providing opportunities for growth. 2.2D Conflict Resolution Strategies: Implements effective conflict resolution strategies to resolve issues in a timely and equitable manner.						
2.3 Scheduling and Communication: Leads development and implementation of effective and efficient schedules to ensure optimal use of time for teaching, learning and collaboration. 2.3A Placing of Students: Places students in appropriate learning contexts ensuring equal access to curriculum and instructional resources. 2.3B Uninterrupted Instructional Time: Maximizes blocks of uninterrupted instructional time. 2.3C Time for Collaboration and Teamwork: Provides sufficient time for staff collaboration and committee/teamwork. 2.3D Communication: Establishes consistent and routine procedures for maintaining active staff communication.						
2.4 Fiscal Systems: Manages alignment and allocation of funds with Doral Academy vision, mission, and goals as well as school, short-term and long-term goals adhering to budget guidelines, State and Doral Academy finance policies and regulations, school accountability expectations, and reporting requirements.						
2.5 Law, Ethics, and Policies: Demonstrates knowledge of and complies with State and Federal laws/mandates and Academy policies and regulations. Models ethical behavior.						

Appendix H5 - Principal Evaluation Framework

2.5A Laws, Policies and Regulations						
2.5B Ethical Behavior						

DOMAIN 3: PROFESSIONAL LEARNING COMMUNITY

The educational leader establishes a collaborative, professional learning community that nurtures and sustains a school culture of high expectations, reflective practice, and continuous learning to build the capacity of teachers and staff.

	Unsatisfactory	Basic	Proficient	Highly Proficient	Distinguished	N/A
3.1 Cultural Proficiency: Fosters a culture that acknowledges and appreciates the diverse backgrounds, identities, strengths, and challenges of students and staff.						
3.2 High Standards: Cultivates shared commitment to high standards of teaching and learning with high expectations for achievement of all students.						
3.3 Reflective Practice: Models reflection on personal practice and leads individual educators and teams to reflect on the effectiveness of lessons, instructional practices, units, and interactions with students to increase effectiveness of instruction and achieve improved results.						
3.4 Continuous Learning: Engages staff in ongoing, data-driven professional development differentiated to meet specific teaching and learning needs of students.						

DOMAIN 4: COMMUNICATION AND COMMUNITY RELATIONS

The educational leader establishes effective relations and partnerships with school community stakeholders promoting cohesive commitment to the mission and goals of Doral Academy/school.

	Unsatisfactory	Basic	Proficient	Highly Proficient	Distinguished	N/A
4.1 Parent Engagement: Encourages and advocates parent collaboration in supporting their child's learning at school and home, participating in school activities, and being a meaningful part of Doral Academy/school vision, mission, and goals.						
4.2 Communication Channels: Implements multiple, well-timed channels of communication to keep parents and other stakeholders informed of schoolwide instructional programs, school activities, student progress/achievement, and Doral Academy/school short and long-term goals.						
4.3 Parent Concerns: Responds with care, respect, and in a timely manner to address concerns and works to reach equitable solutions in the best interest of students.						
4.4 Community and Business Engagement: Establishes relationships with community organizations, community members, and businesses to increase awareness of school effectiveness and encourage involvement in school improvement initiatives.						

DOMAIN 5: STUDENT PROGRESS AND ACHIEVEMENT

The educational leader directly influences teaching and learning practices and outcomes through the development, implementation, monitoring, and evaluation of a data-driven school improvement plan aligned with State and Doral Academy standards/benchmarks.

	Unsatisfactory	Basic	Proficient	Highly Proficient	Distinguished	N/A
5.1 Development of Data-driven School Improvement Plan: Engages school stakeholders in collection and analysis of multiple data sources to develop a results-oriented, school improvement plan with measurable student progress/achievement goals.						
5.2 Implementation: Leads implementation of school improvement plan aligning school improvement efforts with Doral Academy/school initiatives, identifying interventions to target varied student learning needs, and establishing						

Appendix H5 - Principal Evaluation Framework

benchmarks to collect data that measures periodic student progress/achievement aligned with State and Doral Academy assessment standards and expectations.						
5.3 Monitoring Implementation: Engages stakeholders in monitoring implementation of school improvement plan reviewing benchmark progress data, intervention outcomes, and adjustments made in procedures and practices to increase student progress/achievement.						
5.4 Evaluation: Leads evaluation and provides evidence of school improvement plan outcomes and achievement in relation to measurable, school-based achievement goals. 5.4A Evaluation Process: Leads process to assess and determine school improvement plan outcomes and student success in reaching targeted achievement goals. 5.4B Evidence of School Improvement Plan Outcomes: Provides evidence of student growth/achievement in meeting targeted achievement goals.						

SUMMARY: (An analysis of Instructional Leadership as identified by professional domains and standards.)

2027-28 Individual Development Objectives: (If applicable, if not, reference Professional Growth Plan Goals)

Personal Objectives:

School and System-wide Objectives:

2028-29 Individual Development Objectives:

Personal Objectives:

System-wide Development Objectives:

Appendix H5 - Principal Evaluation Framework

STUDENT ACHIEVEMENT

ELA Grade Level Growth Data

	INEFFECTIVE	BASIC	PROFICIENT	HIGH PROFICIENT	DISTINGUISHED
A. 6 MAP NGPR					
B. 7 MAP NGPR					
C. 8 MAP NGPR					
D. 9 MAP NGPR					
E. 10 MAP NGPR					
F. 11 MAP NGPR					
G. 12 MAP NGPR					
H.					
I.					
J.					

Math Grade Level Growth Data

	INEFFECTIVE	BASIC	PROFICIENT	HIGH PROFICIENT	DISTINGUISHED
A. 6 MAP NGPR					
B. 7 MAP NGPR					
C. 8 MAP NGPR					
D. 9 MAP NGPR					
E. 10 MAP NGPR					
F. 11 MAP NGPR					
G. 12 MAP NGPR					
H.					
I.					
J.					

Appendix H5 - Principal Evaluation Framework

ELA Grade Level Achievement Data

	INEFFECTIVE	BASIC	PROFICIENT	HIGH PROFICIENT	DISTINGUISHED
A.					
B.					
C.					
D.					
E.					
F.					
G.					
H.					
I.					
J.					

Math Grade Level Achievement Data

	INEFFECTIVE	BASIC	PROFICIENT	HIGH PROFICIENT	DISTINGUISHED
A.					
B.					
C.					
D.					
E.					
F.					
G.					
H.					
I.					
J.					

Appendix H5 - Principal Evaluation Framework

I certify that I have supervised and evaluated the professional performance of the above named ☒ probationary ☐ post-probationary employee, and I certify that to date this school year the administrator's overall performance ☒ is ☐ is not satisfactory.

Name of Supervisor, Title, and Signature: _____ **Date:** _____

Employee Signature and Title: _____ **Date:** _____

☐ A response will be made within timelines established in the applicable contract agreement.

☐ A response was submitted on _____ **Date:** _____
Date Signature of Supervising Administrator Receiving Response

EMPLOYEE: I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement.

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 School

 District



Doral Academy Of Idaho

2511 West Cherry Lane
Meridian, Idaho 83642
(208) 639-2459

School Website 

Achievement Measures

Performance Overview

ISAT/IDAA Proficiency Rate in ELA/Literacy

69.6%

Meets State Goal or Target

Appendix H6 - Academic Data for Contracted Schools

ISAT/IDAA Proficiency Rate in Mathematics	50.2%
Meets State Goal or Target	

ISAT/IDAA Proficiency Rate in Science	33.9%
---------------------------------------	-------

Idaho Reading Indicator Spring	72.0%
--------------------------------	-------

Idaho Standards Achievement Test – ISAT/IDAA ▼

ELA/Literacy	69.6%
State Target: 53.6%	
Mathematics	50.2%
State Target: 42.6%	
Science	33.9%

Idaho Reading Indicator Proficiency ▼

Fall	62.5%
Spring	72.0%

English Learners Achieving English Language Proficiency ▼

EL Achieving English Language	N* 
-------------------------------	--

Appendix H6 - Academic Data for Contracted Schools

Performance Overview



Student Growth toward Proficiency - ISAT Proficiency
Rate in ELA/Literacy

72.1%

Student Growth toward Proficiency - ISAT Proficiency
Rate in Mathematics

54.5%

English Learners Achieving English Language Growth
toward Proficiency

N*



State Goal or Target Determination Redacted

Student Growth Toward Proficiency - ISAT/IDAA



ELA/Literacy

72.1%

Mathematics

54.5%

English Learners Achieving English Language Growth toward Proficiency



EL Achieving English Language

N* 

State Target: 62.5%

Success Indicators

Performance Overview



Chronic Absenteeism

15.2%

College and Career Readiness Course Enrollment



Appendix H6 - Academic Data for Contracted Schools

N/A

Four-Year Graduation Rate



N/A

State Goal or Target Determination Not Applicable

Five-Year Graduation Rate



N/A

State Goal or Target Determination Not Applicable

Chronic Absenteeism



Chronic Absenteeism

15.2%

College and Career Readiness Course Enrollment



Course Enrollment

N/A

Participated in advanced opportunities

N/A

Received industry-recognized certifications

N/A

Participated in recognized high-school apprenticeship programs

N/A

Graduation Rate



Four-Year Graduation Rate

N/A

Appendix H6 - Academic Data for Contracted Schools

Five-Year Graduation Rate

N/A 

Go On Rate



Go On Rate

N/Av 

Dual Credit Opportunities



Concurrent Enrollment/Dual Credit

N/Av 

International Baccalaureate (IB)

N/Av 

Advanced Placement College Board (AP)

N/Av 

Career & Technical Education (CTE)

N/Av 

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 School

 District

Pinecrest Academy Of Idaho

586 Orchard Drive
Twin Falls, Idaho 83301
(208) 944-2129

School Website 

Achievement Measures

Performance Overview

ISAT/IDAA Proficiency Rate in ELA/Literacy

48.2%

Does Not Meet State Goal or Target

Appendix H6 - Academic Data for Contracted Schools

ISAT/IDAA Proficiency Rate in Mathematics	49.4%
Meets State Goal or Target	

ISAT/IDAA Proficiency Rate in Science	52.9%
---------------------------------------	-------

Idaho Reading Indicator Spring	60.3%
--------------------------------	-------

Idaho Standards Achievement Test – ISAT/IDAA

ELA/Literacy	48.2%
State Target: 53.6%	
Mathematics	49.4%
State Target: 42.6%	
Science	52.9%

Idaho Reading Indicator Proficiency

Fall	45.5%
Spring	60.3%

English Learners Achieving English Language Proficiency

EL Achieving English Language	N* 
-------------------------------	--

Appendix H6 - Academic Data for Contracted Schools

Performance Overview



Student Growth toward Proficiency - ISAT Proficiency Rate in ELA/Literacy 65.6%

Student Growth toward Proficiency - ISAT Proficiency Rate in Mathematics 66.1%

English Learners Achieving English Language Growth toward Proficiency N*



State Goal or Target Determination Redacted

Student Growth Toward Proficiency - ISAT/IDAA



ELA/Literacy 65.6%

Mathematics 66.1%

English Learners Achieving English Language Growth toward Proficiency



EL Achieving English Language N* 

State Target: 62.5%

Success Indicators

Performance Overview



Chronic Absenteeism 22.2%

College and Career Readiness Course Enrollment



Appendix H6 - Academic Data for Contracted Schools

N/A

Four-Year Graduation Rate



N/A

State Goal or Target Determination Not Applicable

Five-Year Graduation Rate



N/A

State Goal or Target Determination Not Applicable

Chronic Absenteeism



Chronic Absenteeism

22.2%

College and Career Readiness Course Enrollment



Course Enrollment

N/A

Participated in advanced opportunities

N/A

Received industry-recognized certifications

N/A

Participated in recognized high-school apprenticeship programs

N/A

Graduation Rate



Four-Year Graduation Rate

N/A

Appendix H6 - Academic Data for Contracted Schools

Five-Year Graduation Rate

N/A 

Go On Rate



Go On Rate

N/Av 

Dual Credit Opportunities



Concurrent Enrollment/Dual Credit

N/Av 

International Baccalaureate (IB)

N/Av 

Advanced Placement College Board (AP)

N/Av 

Career & Technical Education (CTE)

N/Av 

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 School

 District



Pinecrest Academy Of Lewiston

1212 9th Avenue
Lewiston, Idaho 83501
(208) 717-3855

School Website 

Achievement Measures

Performance Overview

ISAT/IDAA Proficiency Rate in ELA/Literacy

41.1%

Does Not Meet State Goal or Target

Appendix H6 - Academic Data for Contracted Schools

ISAT/IDAA Proficiency Rate in Mathematics 25.5%

Does Not Meet State Goal or Target

ISAT/IDAA Proficiency Rate in Science 50.0%

Idaho Reading Indicator Spring 50.0%

Idaho Standards Achievement Test – ISAT/IDAA

ELA/Literacy 41.1%

State Target: 53.6%

Mathematics 25.5%

State Target: 42.6%

Science 50.0%

Idaho Reading Indicator Proficiency

Fall 42.1%

Spring 50.0%

English Learners Achieving English Language Proficiency

EL Achieving English Language N/A 

Appendix H6 - Academic Data for Contracted Schools

Performance Overview



Student Growth toward Proficiency - ISAT Proficiency
Rate in ELA/Literacy

54.8%

Student Growth toward Proficiency - ISAT Proficiency
Rate in Mathematics

56.7%

English Learners Achieving English Language Growth
toward Proficiency

N/A



State Goal or Target Determination Not Applicable

Student Growth Toward Proficiency - ISAT/IDAA



ELA/Literacy

54.8%

Mathematics

56.7%

English Learners Achieving English Language Growth toward Proficiency



EL Achieving English Language

N/A



Success Indicators

Performance Overview



Chronic Absenteeism

20.2%

College and Career Readiness Course Enrollment

N/A



Appendix H6 - Academic Data for Contracted Schools

Four-Year Graduation Rate

N/A



State Goal or Target Determination Not Applicable

Five-Year Graduation Rate

N/A



State Goal or Target Determination Not Applicable

Chronic Absenteeism



Chronic Absenteeism

20.2%

College and Career Readiness Course Enrollment



Course Enrollment

N/A



Participated in advanced opportunities

N/A



Received industry-recognized certifications

N/A



Participated in recognized high-school apprenticeship programs

N/A



Graduation Rate



Four-Year Graduation Rate

N/A



Five-Year Graduation Rate

N/A



Appendix H6 - Academic Data for Contracted Schools

Go On Rate



Go On Rate

N/Av

Dual Credit Opportunities



Concurrent Enrollment/Dual Credit

N/Av

International Baccalaureate (IB)

N/Av

Advanced Placement College Board (AP)

N/Av

Career & Technical Education (CTE)

N/Av

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Appendix H7 - Conflict of Interest Policy & Code of Ethics

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,

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- 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

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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. 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.

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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.

Personal Commitment

I, Sara Frost, Angela Perez, April Leon, Logan Schmidt, Emma Wood, and Rodney Saunders pledge to make every effort to fulfill my position within the Doral Academy of Idaho Board of Directors with integrity and good faith. I further agree that if at any time I'm unable to fulfill the commitments of my position I will give appropriate notice of resignation (in writing) to the Board Chair.

Signature	Position	Date
	Chair	1/22/2026
	Vice-Chair	1/22/2026
	Secretary	1/22/2026
	Treasurer	1/22/2026
	Member	1/22/2026
	Member	1/22/2026
	Member	1/22/2026

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Board Management			
Responsibilities: Staff coordinates Board meeting dates, times, and locations.			
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.
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.			
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, 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.
Responsibilities: Staff gathers, prepares, and distributes support materials. Staff prepares all required documents and equipment for use during Board meetings.			
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 meetings to begin on time and run efficiently.	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 support materials.

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Responsibilities: Preparation of Board meeting minutes in a timely manner in compliance with Open Meeting Law.			
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 Services			
Responsibilities: Facility Support to Campuses: Communicate regularly with campus administration and staff regarding facility needs.			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Lack of attention to campus needs. No regular visits or communication.	Frequency needs to be increased.	Communication is good and consistent.	Communication is frequent and valuable. Professionalism is present in verbal and written communication.
Responsibilities: Dispatch vendors to the school site for repairs and maintenance through email, text or phone call (or Ticketing system when applicable).			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Requests for repairs and maintenance are ignored and/or no attempt is made to provide service.	Some requests are attended to in a sufficient manner. Modest attempt is made to fulfill job requests.	Requests are responded to within 12-24 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 to requests.
Responsibilities: Special Projects and Services (bids): Understand school needs and communicate with site-based personnel on requested projects/services/building improvements.			

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Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Requests for information regarding projects are ignored and/or no attempt is made to provide service.	Some requests are attended to in a sufficient manner. Modest attempt is made to fulfill job requests.	Solid: Requests are initially responded to within 12-24 hours. Follow up and guidance is provided within a reasonable timeframe.	Exemplary: Expert or high level of service is provided in researching and presenting solutions regarding the request.
Comments:			
Finance – Accounting			
Responsibilities: Budget to actuals are provided to the Board and School Principals in order to make timely and accurate decisions.			
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.
Responsibilities: Submit State reports on time and ensures schools are meeting required state/federal guideline for use of funds.			
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.
Responsibilities: Providing Office Managers with support and training to meet their needs (including QB and SGF Account support).			
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:			

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Finance – Accounts Payable

Responsibilities:

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

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
AP Clerk does not responds 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.

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.

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.

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
AP Clerk makes no attempt to handle vendor inquiries, credit applications, adds / removes users from current accounts, and does not guide me to follow Financial Policies & Procedures.	AP Clerk makes a moderate effort to handle vendor inquiries, credit applications, adds / removes users from current accounts, and sometimes guides me to follow Financial Policies & Procedures.	AP Clerk effectively handles vendor inquiries, credit applications, adds / removes users from current accounts, and advises me to follow Financial Policies & Procedures.	AP Clerk exceeds expectations 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.

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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.

Responsibilities:

Facilitating the purchasing of buildings and management of the bonds.

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.

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.

Responsibilities:

Submit PERS payroll report to the state on time and accurately.

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.

Responsibilities:

Provide payroll training to office managers both as a group and individually when requested.

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Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Payroll training and guidance is not provided.	Payroll training and guidance is provided but it is not substantial.	Payroll training and guidance is continuous and substantial.	Payroll training and guidance is constant and advance notice is given when changes to the payroll process may occur and input is encouraged.

Comments:

Grant Development

Responsibilities.

Assist schools with the completion and submission of grant applications (excluding Special Education/IDEA grant funding).

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Failed to demonstrate adequate understanding of the grant's purpose and wants/needs of the school. Failed to demonstrate adequate understanding of 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. Failed to submit grant proposal by deadline.	Failed to demonstrate adequate understanding of the grant's purpose and wants/needs of the school. Failed to demonstrate adequate understanding of 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. Failed to submit grant proposal by deadline.	Demonstrated clear understanding of the grant's purpose and wants/needs of the school. 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 wants/needs of the school. Provided flexibility in meeting and communicating with stakeholders. Prepared grant submissions in an effective and professional manner and gathered school feedback for revisions. Submitted grant by or before deadline.

Comments:

Growth and Development (Charter Amendments and Renewals)

Responsibilities.

Submission and approval of charter amendment applications.

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Failed to demonstrate adequate understanding of the application process. Did not identify various stakeholder responsibilities. Did not communicate regarding project development. Failed to submit project by deadline.	Demonstrated vague understanding of the application process. Vaguely identified various stakeholder responsibilities. Irregular or inconsistent communication of the project's development. Submitted application by deadline.	Demonstrated basic understanding of the application process. Identified various stakeholder responsibilities. Communicated regularly about project development. Submitted application by deadline.	Demonstrated clear understanding of the application process, including key dates, approval process, and application requirements. Clearly outlined project expectations and responsibilities for all stakeholders. Communicated regularly about project

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			development. Provided exemplary support beyond regular responsibilities: (i.e. – providing drafts for review, assisting with school marketing, networking and/or establishing community partnerships, or taking on any other responsibilities as needed for clients). Submitted application by or before deadline.
Responsibilities. Submission and approval of charter renewal applications.			
Unsatisfactory ☒	Approaching ☐	Solid ☐	Exemplary ☐
Failed to demonstrate adequate understanding of the application process. Did not identify various stakeholder responsibilities. Did not communicate regarding project development. Failed to submit project by deadline.	Demonstrated vague understanding of the application process. Vaguely identified various stakeholder responsibilities. Irregular or inconsistent communication of the project's development. Submitted application by deadline.	Demonstrated basic understanding of the application process. Identified various stakeholder responsibilities. Communicated regularly about project development. Submitted application by deadline.	Demonstrated clear understanding of the application process, including key dates, approval process, and application requirements. Clearly outlined project expectations and responsibilities for all stakeholders. Communicated regularly about project development. Provided exemplary support beyond regular responsibilities: (i.e. – providing drafts for review, assisting with school marketing, networking and/or establishing community partnerships, or taking on any other responsibilities as needed for clients). Submitted application by or before deadline
Comments: 			
Infinite Campus			
Responsibilities. Assist with Infinite Campus questions and concerns.			

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Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Responses are significantly delayed and/or questions are not addressed.	Responses are delayed and/or questions are only partially answered.	Consistently responds in a professional and timely manner. Responses are knowledgeable, effective, and clearly presented.	Always responds in a professional and timely manner. Responses are knowledgeable, effective, and clearly presented. When necessary, support representative will work with school personnel to troubleshoot unique issues or develop custom projects.

Responsibilities:

Provide training on Infinite Campus tools.

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
No requested training is provided or training is unprofessional and/or not relevant to the school's needs.	Training is available when requested, but scheduling is inconsistent. Trainer is difficult to get ahold of and/or does not have availability to fit the school's needs.	Provides high-quality training to administrators and teachers as requested. Training is timely and available to fit the school's schedule.	Provides high-quality training to administrators and teachers as requested. Training is timely and available to fit the school's schedule. Initiates trainings by offering services and keeping schools abreast of changes/new features within Infinite Campus.

Comments:

Legal Services

Responsibilities:

Providing day-to-day legal support and advice to avoid high legal fees with counsel hired by the board.

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 Academics Legal Staff anticipates, communicates, and trains school leaders on relevant legal issues.

Responsibilities:

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

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	Requests for written policies and other documents are prepared within a reasonable amount of time. Written policies or other	Requests for written policies and other documents are prepared in a timely manner.

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	documents need several revisions or corrections.	documents are clear, concise, and consistent.	The policies or written documents are error free.
Responsibilities: Work with campus leaders to resolve legal issues regarding parents, staff, and students.			
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 product design.			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Requests for meetings and product designs are ignored and/or no attempt is made to provide service.	Some jobs requested are completed in a sufficient manner. Modest attempt is made to fulfill job requests.	Marketing materials and design requests are confirmed within 48 hours and a timeline is agreed upon.	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.
Responsibilities: Work closely with school principals, directors, managers, administration, and all other school representatives for creative direction.			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Opinions and wishes on creative direction are followed rarely.	Some designs reflect wishes and direction of client.	Most designs are satisfactory in their layout, design and concept, and closely match up to client's vision.	Products are professional and meets or exceeds client's expectations in final design and presentation.
Responsibilities: Determine size and arrangement of illustrative material and copy, and select style and size of type.			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
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.	Modest attempt is made to fulfill copy and style requirements and meets needs and vision from time to time.	The final printed product is consistent with the scope and vision of the marketing project and is within the proposed budget price point.	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.

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Comments:			
National School Lunch Program (NSLP)			
Responsibilities: Provide technical assistance to ensure schools are in compliance with the NSLP Regulations and Best Practices.			
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.
Responsibilities: Provide support in preparation and throughout the NSLP Administrative Review process.			
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.
Responsibilities: Provide assistance to schools in completing all required NDA reporting and with applying for renewal of the NSLP.			
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 of Furniture/Curriculum			
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.			
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.

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Responsibilities: Assist in creating the Summer Purchasing Budget for the school, and maintaining that budget as purchases are made.			
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.
Responsibilities: Assist as a Liaison for and oversee summer furniture installation.			
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.	Requests from the school are observed, and communication is effective between all parties involved in the furniture installation process.	Requests from the school are observed, the school administration does not have to worry about what is being placed in their building, the installation is completed with a high level of satisfaction, and any issues are communicated effectively.
Responsibilities: Assist as a Liaison between the school and curriculum vendors.			
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 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: Campus Enrollment.			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Rarely monitors the database enrollment numbers for enrollment openings or acceptances	Sporadically monitors the database enrollment numbers for enrollment openings or acceptances	Consistently monitors the database enrollment numbers for enrollment openings or acceptances	Always monitors the database enrollment numbers for enrollment openings or acceptances

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past the deadline. Rarely communicates with the Registrar to ensure the campus is fully enrolled or to help with processing enrollments.	past the deadline. Sporadically communicates with the Registrar to ensure the campus is fully enrolled or to help with processing enrollments.	past the deadline. Consistently communicates with the Registrar to ensure the campus is fully enrolled or to help with processing enrollments.	past the deadline. Consistently communicates with the Registrar to ensure the campus is fully enrolled or to help with processing enrollments.
Responsibilities: Infinite Campus and training for Registrars.			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Rarely provides support with OLR, Enrollment, and Attendance procedures within Infinite Campus. Rarely is able to answer questions regarding Infinite Campus processes and/or features. No training provided for Infinite Campus new and current processes and/or features.	Sporadically provides support with OLR, Enrollment and Attendance procedures within Infinite Campus. Sporadically is able to answer questions regarding Infinite Campus processes and/or features. Only provides training for new IC processes and does not review currently used procedures	Consistently provides support with OLR, Enrollment, and Attendance procedures within Infinite Campus. Consistently is able to answer questions regarding Infinite Campus processes and/or features. Provides training for reporting procedures and new processes when asked.	Always provides support with OLR, Enrollment, and Attendance procedures within Infinite Campus. Always is able to answer questions regarding Infinite Campus processes and/or features. Provides continual, on-going assistance and training for reporting procedures and new processes.
Responsibilities: Campus Customer Service and Support.			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Rarely provides assistance or support to the registrar. Rarely responds to emails or phone calls in a professional or timely manner. Rarely visits schools when requested and is rarely courteous or professional when interacting with the school staff and families.	Sporadically provides assistance or support to the registrar. Sporadically responds to emails or phone calls in a professional or timely manner. Sporadically visits schools when requested and is occasionally courteous and professional when interacting with the school staff and families.	Consistently provides assistance or support to the registrar. Consistently responds to emails or phone calls in a professional or timely manner. Consistently visits schools when requested and is consistently courteous and professional when interacting with the school staff and families.	Always provides assistance or support to the registrar. Always responds to emails or phone calls in a professional or timely manner. Always visits schools when requested and is always courteous and professional when interacting with the school staff and families.
Responsibilities: State Audit Preparation Guidance and Support.			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
No audit preparation, guidance, or support provided. No understanding of state expectations before, during and after an audit. Never appears in person when an on-site audit occurs.	Sporadic audit preparation, guidance, or support provided. Some understanding of state expectations before, during and after an audit. Sporadically appears in person when an on-site audit occurs.	Complete audit preparation, guidance, or support provided. Strong understanding of state expectations before, during and after an audit. Appears in person as needed when an on-site audit occurs.	Provides step-by-step audit preparation, guidance, or support provided. Prepares everything necessary for the audit and provides follow up when audit is complete. Complete understanding of state expectations before, during and after an audit. Able to explain every process

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			to registrar and administration. Always provides full in-person participation provided prior to, during and after the audit.
Responsibilities: Online Enrollment and Lottery.			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
No communication is provided regarding the open enrollment or lottery process or timeline. No understanding of open enrollment and lottery process and is unable to train or communicate with registrars or applicants regarding the acceptance, enrollment or waitlist procedures.	Sporadic communication is provided regarding the open enrollment or lottery process or timeline. Some understanding of open enrollment and lottery process and is only slightly able to train or communicate with registrars or applicants regarding the acceptance, enrollment or waitlist procedures.	Strong communication is provided regarding the open enrollment or lottery process or timeline. Strong understanding of open enrollment and lottery process and is able to train and communicate with registrars or applicants regarding the acceptance, enrollment or waitlist procedures.	Outstanding, clear, and complete communication is provided regarding the open enrollment or lottery process or timeline. Outstanding and complete understanding of open enrollment and the lottery process and is able to train and communicate with registrars or applicants regarding the acceptance, enrollment or waitlist procedures.
Comments:			
School Safety			
Responsibilities: Provides school safety liaison services between the schools and public safety agencies, local emergency agencies: Nevada Division of Emergency Management, Nevada Department of Education, State Public Charter School Authority and other agencies as needed.			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Requests for school safety support and/or advice is ignored and/or no attempt is made to provide school safety support or advice.	Requests for school safety support and/or advice are occasionally addressed or are addressed in an untimely manner. Responses are unclear or inconsistent.	Requests for school safety support and/or advice receive a response within a reasonable amount of time. Responses are statutorily correct, clear, and consistent.	Requests for school safety support and/or advice receive a response in a timely manner. The Academics School Safety Staff anticipates, communicates, and trains school leaders on relevant school safety issues.
Responsibilities: Assist schools in developing and implementing the school Emergency Operation Plan (EOP) and other school safety related documents as requested.			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Requests for EOPs or other documents are ignored.	Requests for EOPs and other documents are occasionally addressed or addressed in an	Requests for EOPs and other documents are prepared within a reasonable amount	Requests for EOPs and other documents are prepared in a timely manner. The EOPs or

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	untimely manner. EOPs or other documents need several revisions or corrections.	of time. EOPs or other documents are statutorily correct, clear, and consistent.	written documents are professional, detailed and error free.
Responsibilities: Work with campus leaders to provide school safety information and resolve school safety related issues / emergencies.			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Academica School Safety Staff is unwilling or unable to assist the school in these school safety issues.	Academica School Safety Staff occasionally assists with school safety information, issues and emergencies.	Academica School Safety Staff assists with school safety information, issues and emergencies as needed.	Academica School Safety Staff is not only willing to assist with school safety information, issues and emergencies as needed but also responds to the school, and creates new school safety information as needed.
Comments:			
State Reporting			
Responsibilities: Timely alert school system, responsible party, and/or Academica Departments of items or information coming due to the State, both from the Authority and the Department of Education.			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Staff does not provide ample notice to schools after receiving notice from the proper agency, of items or information coming due and school employees are often rushing to submit requested items.	Staff sometimes provides forward notice of items or information coming due (once the due dates are received from proper agency); however, those responsible are sometimes still rushing to complete items timely.	Staff provides timely notice, once deadlines are received from the proper agency, as to the information or items due, giving the responsible party ample time to complete.	Once deadlines are received from the proper agency, staff always goes to great lengths to ensure that all 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.
Responsibilities: Works with each school system, responsible party, and/or Academica 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.			

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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.

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.

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-funding questions. Staff does not assist the system with budget revisions.	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 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.	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 to modify grant budgets, as the need arises. Staff works with all agencies that have questions regarding grant reimbursements or other grant related questions.	Staff diligently works to ensure that all grant reimbursement files are complete and accurate, resulting in consistently timely and accurate reimbursement submissions. Staff 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

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			in timely reimbursement processing.
Comments:			
Teacher Recruitment & Licensure			
Responsibilities: Track and advertise job openings for the school site.			
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.
Responsibilities: Track teacher licensure and notify teachers of license expiration.			
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 administration when a staff member's license lapses. Requests for assistance with licensure questions are ignored.	Licensed staff are inconsistently notified of upcoming license expiration at least 6 months in advance. A modest attempt is made to notify licensed staff and administration when a staff member's license lapses. Minimal assistance is offered when licensure questions arise.	Licensed staff are consistently notified of upcoming license expiration at least 6 months in advance. Licensed staff and administration are notified promptly when a staff member's license lapses. Effective assistance is given to licensed staff and administration when licensure questions arise.	Licensed staff are consistently notified of upcoming license expiration, including an explanation of any provisions or requirements 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.
Responsibilities: Organize and run teacher hiring fairs.			
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	Recruitment team prepares and executes two (2) hiring fairs per school year. There is limited organization to the hiring fairs, which leads to inconsistent recruitment	Recruitment team effectively prepares and executes two (2) hiring fairs per school year. The hiring fairs are organized and frequently assist the school sites with	Recruitment team effectively prepares and executes two (2) highly-organized hiring fairs per school year. The school sites are consistently given the opportunity to hire

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support staff from these events.	opportunities for school sites.	teacher and support staff recruitment for the current or upcoming school year.	teachers and support staff at these events. Feedback is acquired from school sites and implemented in future hiring fairs.
Comments:			
Travel			
Responsibilities: Book travel for school employees in accordance with Government Regulations and in a timely manner. ** In all uses of the word, 'timely' can be defined as trip confirmations being provided to travelers two weeks from departure date so long as the trip was requested two weeks or more in advance. If a trip is requested less than two weeks from departure, 'timely' can be defined as 'as soon as possible.'			
Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Inadequate communication with the school and requests are not handled timely. Travel does not meet the GSA standards.	Limited communication with the school. Modest attempt is made to book travel with in the GSA guidelines. Travel requests are not attended to in a sufficient manner.	Travel is booked in a timely manner and meets GSA guidelines.	Highly consistent communication with the school. Travel is booked in a timely manner and meets GSA guidelines. Helps with travel problems when they occur.
Responsibilities: Registers school employees for conferences in a timely manner when requested. ** In all uses of the word, 'timely' can be defined as trip confirmations being provided to travelers two weeks from departure date so long as the trip was requested two weeks or more in advance. If a trip is requested less than two weeks from departure, 'timely' can be defined as 'as soon as possible.'			
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:			

Appendix H9 - Sample Vectra Lease

MASTER FINANCE LEASE
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ZIONS CREDIT CORPORATION
P.O. Box 3954
Salt Lake City, UT 84110-3954

Lease No: 0016673
Dated: August 4, 2020

This Master Finance Agreement ("Master Agreement") is entered into between Zions Credit Corporation dba Vectra Equipment Finance (hereinafter "LESSOR"), a Utah corporation, with offices at 310 S. Main St., Ste 1300, Salt Lake City, Utah 84101 and Doral Academy of Idaho, Inc. (hereinafter "LESSEE") a Corporation organized in the state of Nevada with its principal office at 2511 W Cherry Ln, Meridian, ID 83642-1135. In consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. **LEASE.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described and referred to in any Equipment Schedule or Schedules now or hereafter executed by the parties hereto (hereinafter "Equipment" or "Item of Equipment"). The terms and conditions hereof shall be deemed to form a part of each Equipment Schedule. Each Equipment Schedule shall incorporate by reference all of the terms and conditions of this Master Agreement and, together with the Delivery and Acceptance certificate, any progress payment agreement, UCC financing statements and all other documentation related hereto or thereto, shall constitute a separate "Lease".
2. **TERM, RENTAL.** The Lease term and rental payments are specified in the Equipment Schedule(s). Lessee's obligations to make rental and other payments and to perform its obligations hereunder are primary, absolute, unconditional and irrevocable, and shall be paid and performed without defense, offset, recoupment, suspension, counterclaim or other right that might otherwise be available to Lessee. The Lease term shall commence on the date indicated on each Equipment Schedule. All rents shall be paid at the office of Lessor in Salt Lake City or at such other place as Lessor may hereafter designate.
3. **EQUIPMENT SCHEDULES.** Lessor, in its sole discretion, from time to time, and by mutual consent with Lessee, may lease other Equipment to Lessee, subject to the terms and conditions contained in this Master Agreement and for such term and rental payments as may be agreed, by execution of subsequent Equipment Schedules. Lessor retains the right for any reason to decline any Equipment transaction proposed by Lessee.
4. **OWNERSHIP.** Title to the Equipment shall at all times remain in Lessor except as set forth in this Master Agreement or the applicable Equipment Schedule. The Equipment is and shall remain personal property, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed to or attached to any real property or any building thereon. Lessor may require Lessee, at Lessee's expense, to affix and keep affixed in a prominent place on Equipment labels, plates, or other markings stating that the Equipment is owned by Lessor. Lessee agrees to keep the Equipment at the location set forth above or at such other location as specified in the applicable Equipment Schedule and will notify Lessor promptly in writing of and prior to any change in the location of the Equipment within such state but will not remove the Equipment from such state without the prior written consent of Lessor. The parties intend that all Leases governed by this Master Agreement are true leases and not security interest transactions or conditional sales of Equipment under the Uniform Commercial Code ("UCC"). Notwithstanding the express intent of the parties, effective the execution of each Lease, Lessee hereby grants Lessor a security interest in the Equipment, including all accessions thereto, replacements and substitutions thereof and proceeds of any of the foregoing, including, but not limited to, the proceeds of any insurance maintained with respect thereto and all proceeds payable or received with respect to any condemnation, expropriation, requisition or other event of loss, or the proceeds of any warranty with respect thereto, and any security deposit given to Lessor by or on behalf of Lessee to secure payment and performance by Lessee hereunder and Lessor shall have all rights and remedies under the UCC. The foregoing grant of a security interest is made on a precautionary basis and shall not of itself be a factor in determining whether any Lease creates a security interest. Lessee shall pay to Lessor, and shall indemnify and hold Lessor harmless from all taxes paid, payable or required to be collected by Lessor, however designated, which are levied or based on the monthly rental or on the possession, use, operation, lease, rental, sales, purchase, control, location or value of the Equipment, including, without limitation, registration and license fees and assessments, recycling fees, state and local privilege or excise taxes, sales and use taxes, property taxes, and taxes or charges based on gross revenue, excluding taxes based on Lessor's net income (collectively, "Taxes"), whether the same are assessed to Lessor or Lessee. Lessor shall invoice Lessee for all such Taxes and Lessee shall remit to Lessor all such Taxes upon receipt of such invoice. Lessee's obligation to pay all such Taxes shall survive the expiration or termination of this Master Agreement, any Lease or any Equipment Schedule. Lessee agrees to pay, upon receipt of an invoice from Lessor, all penalties and interest resulting from Lessee's failure to timely remit such Taxes to Lessor, which obligation shall survive the expiration or termination of this Master Agreement, any Lease or any Equipment Schedule.
5. **DISCLAIMER, WARRANTIES, DEFECTS, SHIPPING CHARGES.** Lessor warrants that during the term of a Lease, if no Event of Default has occurred, Lessee's use of the Equipment shall not be interrupted by Lessor or anyone claiming solely through or under Lessor. Such warranty is in lieu of all other warranties of Lessor, whether written, oral, or implied; and Lessor shall not, by virtue of having leased the Equipment or delivered any bill(s) of sale pursuant to any Lease, or for any other reason be deemed to have made, and Lessor hereby DISCLAIMS ANY OTHER REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, WITHOUT LIMITATION. The seller, method of shipment, make, model, specifications, performance capacities, and all other matters relating to the ordering, delivery, operation, maintenance and performance of each Item of Equipment have been selected and determined by Lessee, and Lessee agrees:
 - (a) THAT ALL EQUIPMENT IS LEASED IN AN "AS IS" CONDITION. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE EQUIPMENT IS WITH LESSEE. THIS DISCLAIMER AND WARRANTY ARE EXPRESSLY IN LIEU OF ANY AND ALL REPRESENTATIONS AND WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT DISCLOSED TO LESSOR, OR CONCERNING THE DESIGN OR CONDITION OF THE EQUIPMENT, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM, OR OTHERWISE. NO PERSON SHALL HAVE ANY AUTHORITY TO BIND LESSOR TO ANY REPRESENTATION OR WARRANTY, INCLUDING ANY REGARDING ANY TAX BENEFITS TO WHICH LESSEE MAY OR MAY NOT BE ENTITLED, OTHER THAN THIS DISCLAIMER AND WARRANTY. LESSOR SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES

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INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS, EVEN IF LESSOR IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, RESULTING FROM THE USE OF THE EQUIPMENT OR CAUSED BY ANY DEFECT, FAILURE, OR MALFUNCTION OF THE EQUIPMENT WHETHER A CLAIM FOR SUCH DAMAGE IS BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE.

- (b) TO INDEMNIFY AND SAVE LESSOR HARMLESS FROM ANY AND ALL LIABILITY ATTRIBUTABLE TO THE SELLER OF ANY ITEM OF EQUIPMENT.
 - (c) TO PAY ALL SHIPPING CHARGES AND OTHER EXPENSES INCURRED IN CONNECTION WITH THE SHIPMENT OF THE EQUIPMENT BY THE SELLER TO LESSEE AND TO BEAR ALL RISK OF LOSS THEREOF FROM AND AFTER THE DATE OF THE APPLICABLE EQUIPMENT SCHEDULE(S) UNDER THIS MASTER AGREEMENT.
 - (d) LESSOR SHALL NOT BE LIABLE FOR AND LESSEE WILL BE LIABLE FOR LOSS OR DAMAGE OCCASIONED BY ANY CAUSE, CIRCUMSTANCE, OR EVENT OF WHATSOEVER NATURE, ARISING OUT OF THE ORDERING, MANUFACTURING, DELIVERY, OPERATION, MAINTENANCE, OR PERFORMANCE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE FACT THAT LESSOR MAY OR MAY NOT HAVE INSPECTED THE EQUIPMENT. Nothing herein contained shall be construed to deprive Lessee of whatever rights Lessee may have against parties other than Lessor, such as the supplier and manufacturer of any Equipment, and Lessee agrees to look solely to such third parties with respect to any and all claims concerning the Equipment. So long as Lessee is not in breach or default of this Master Agreement, Lessee may pursue such claims for the mutual benefit of Lessor and Lessee.
6. **LESSEE'S INSPECTION AND ACCEPTANCE.** Execution of the Delivery and Acceptance certificate by Lessee shall conclusively establish that Lessee has irrevocably accepted the Equipment, that Lessee is in full compliance with the terms of this Master Agreement, and that the Equipment is in good condition and repair. Failure by Lessee to sign and deliver a Delivery and Acceptance certificate to Lessor shall not affect the validity and enforceability of this Master Agreement or any Equipment Schedule.
7. **LESSOR'S INSPECTION.** Upon the request of Lessor, Lessee shall advise Lessor of the location of each Item of Equipment and shall, at any reasonable time, make available to Lessor and/or its agent for inspection (i) the Equipment, at the place where it is located, and (ii) Lessee's records pertaining to the Equipment. Lessee shall, if required by Lessor, provide Lessor with an inspection report satisfactory to Lessor. Lessee shall pay all costs, including travel expenses, incurred by Lessor and/or its agent in connection with any such inspections and reports. Lessee agrees that any such inspections are for the benefit of Lessor, and Lessor has no responsibility or liability to Lessee based on the content or timing of any inspection conducted by Lessor or its agent.
8. **SUBLEASE AND ASSIGNMENT.** Lessee will NOT SUBLET, LEND, OR OTHERWISE RELINQUISH POSSESSION OF ANY OF THE EQUIPMENT (directly or indirectly through change in ownership of Lessee) OR ASSIGN this Master Agreement, any Equipment Schedule or any of its rights hereunder or thereunder without the prior written consent of Lessor, to be granted or withheld in Lessor's sole discretion. In no event shall any sublease, lending arrangement, or other relinquishment of possession of the Equipment, or any assignment by Lessee of this Master Agreement, any Equipment Schedule or any of its rights hereunder or thereunder, whether or not done with the knowledge or approval of Lessor, cause Lessee's obligations under this Master Agreement or any Equipment Schedule to be discharged or diminished to any extent. Lessee hereby grants Lessor a security interest in any sublease of an Item of Equipment and the proceeds thereof, whether or not such sublease is prohibited. Lessor may assign this Master Agreement, any Equipment Schedule and any or all rights it has hereunder or thereunder without Lessee's consent. Lessee hereby waives and agrees not to assert against any assignee of Lessor any defense, set-off, recoupment claim or counterclaim which Lessee has or may at any time have against Lessor for any reason whatsoever. Any such assignment by Lessor shall not materially change Lessor's duty nor materially increase the burden or risk imposed on Lessee under this Master Agreement and any Equipment Schedule. For purposes of this Master Agreement, any Equipment Schedule(s) and other documents, the term "Lessor" shall include any assignee of Lessor of this Master Agreement or any such Equipment Schedule(s) or Lessor's rights in the Equipment, and such assignee shall have all of the rights but none of the obligations under this Master Agreement and any such Equipment Schedule(s).
9. **MAINTENANCE, USE, AND COMPLIANCE WITH LAWS.** Lessee, at its own cost, shall repair and maintain the Equipment and comply with the Equipment manufacturer's operating procedures and warranty requirements so as to keep the Equipment in good operating condition and appearance, ordinary wear and tear excepted. Lessee shall arrange and pay for any repairs necessary in order for the manufacturer or qualified maintenance organization to accept the Equipment under maintenance contract at the applicable standard rates. Lessee may from time to time add parts or accessories to any Item of Equipment, provided that such addition does not impair the value or utility of such Item. Any parts or accessories added will become part of the Equipment and will be the property of Lessor. Any parts or accessories removed by or on behalf of Lessee shall be replaced with compatible parts or accessories in better condition than the part or accessory so removed. Lessee shall use the Equipment solely in the conduct of its business and shall use and maintain the Equipment in conformity with all governmental laws, ordinances, regulations, requirements, and rules and in accordance with general industry standards for the maintenance of the Equipment.
10. **MORTGAGE, LIENS, ETC.** Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance, or claim on or with respect to the Equipment, title thereto, or any interest therein (and Lessee will promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, security interest, pledge, lien, charge, encumbrance, or claim) except (i) the respective rights of Lessor and Lessee as herein provided, (ii) liens or encumbrances which result from claims against Lessor (other than liens and encumbrances arising from failure of Lessee to perform any of Lessee's obligations hereunder), (iii) liens for Taxes either not yet due or being contested in good faith and by appropriate proceedings, and (iv) inchoate materialmen's, mechanics', workmen's, repairmen's, employee's, or other like liens arising in the ordinary course of business and not delinquent. Lessee will obtain a lien waiver in form satisfactory to Lessor from third parties who might claim an interest in or lien on any of the Equipment. The obligations of Lessee arising under this section shall continue in full force and effect, notwithstanding the expiration or termination of this Master Agreement or Equipment Schedules hereto.

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11. **LOSS, DAMAGE, OR REPLACEMENT.** If any Item of Equipment shall be lost, stolen, destroyed, damaged beyond repair, or rendered permanently unfit for use, Lessee shall remain obligated under the Lease, and such Lease will continue in full force and effect. In such an event, Lessee may discharge its covenant to pay rent by paying to Lessor within 30 days of loss all rent plus all other sums due under such Lease, together with the termination value of such Equipment, which is the anticipated fair market value at the expiration date of the applicable Equipment Schedule, less the amount of recovery, if any, actually received by Lessor from any insurance or otherwise resulting from such Equipment being lost, stolen, destroyed, damaged beyond repair, or rendered permanently unfit for use. If any one or more of the foregoing events occur, Lessee shall notify Lessor in writing immediately. If any Item of Equipment is damaged, but not beyond repair, Lessee, at its own cost, shall promptly repair such Item of Equipment so that it will be in the same or better condition as before the damage occurred. The replacement of any Item of Equipment is subject to the prior written approval of Lessor, and any replacement Item must be comparable in quality and value to the original Equipment. All replacement Equipment shall become the property of Lessor and subject to this Master Agreement and the applicable Equipment Schedule. Lessee shall execute any documentation required by Lessor to protect Lessor's ownership in the replacement Equipment. All costs of the replacement Equipment will be borne by Lessee, and Lessee warrants to Lessor free and clear title to the replacement Equipment. The fair market value of any Item of Equipment shall be the retail sale or rental value, as applicable, upon which an informed and willing seller and buyer or lessor and lessee (other than a buyer or lessee of used equipment, a scrap dealer or a lessee in possession) would agree, assuming the Item of Equipment had been maintained and operated as required by this Lease, with no deduction for removal or delivery costs, as determined by agreement of Lessor and Lessee, or if they cannot agree, by an independent appraiser selected by Lessor but reasonably acceptable to Lessee and paid for by Lessee.
12. **INSURANCE.** Lessee shall, at its own expense, maintain at all times during the term of each Lease, public liability, (including for claims caused by the breach of any Environmental Laws), property damage, and physical damage insurance in such amounts and with such companies as are satisfactory to Lessor. Each policy will name Lessor and its assignees as additional insureds and loss payees and will provide for 30 days' written notice to Lessor before it can be altered or canceled. Lessee shall, upon demand, deliver to Lessor evidence of such insurance coverage satisfactory to Lessor; provided, however, that Lessor shall be under no duty to ascertain the existence of or examine such policy(ies) or to advise Lessee in the event any such coverage does not comply with the requirements hereof. Lessee covenants, warrants, and represents that Lessee will not do any act or voluntarily suffer any act to be done whereby any insurance required hereunder shall or may be suspended, impaired, or defeated and that Lessee in no circumstances will suffer or permit any Item of Equipment to be used or operated without all said insurance being fully in effect. Lessee shall make and file timely all claims, and Lessee may, unless Lessee is then in default, settle and adjust all such claims. In the event of a default by Lessee, Lessee hereby irrevocably authorizes Lessor to make, settle, and adjust claims under any such policy and to endorse the name of Lessee on any check or other item of payment for the proceeds thereof.
13. **INDEMNITY.**
- (a) Lessee shall indemnify, protect, save harmless, and defend Lessor and its employees, officers, directors, agents, and servants from any and all claims, actions, suits, liabilities, damages, losses, costs, and expenses, including reasonable attorney's fees, incurred (including incurred in enforcing this indemnity, in defending against any such claims, and in any bankruptcy proceedings) by or asserted against Lessor in any way relating to, arising out of, or as the result of the manufacture, purchase, acceptance or rejection, ownership, delivery, lease, possession, use, condition, maintenance, storage, sale, return, or other disposition of the Equipment. The scope of this indemnity includes, but is not limited to, all claims based on negligence, whether of Lessor or another, breach of contract, breach of warranty, or strict liability. Specifically, without limiting the foregoing, Lessee shall indemnify and hold Lessor harmless against all claims of trademark, patent and copyright infringement, and of the wrongful use of trade secrets or proprietary information in any form, against all claims for property damage, personal injury or wrongful death, and against all claims that the Equipment or any part thereof is or has become a fixture with respect to any real property; and against all claims for any damages to persons or property, any costs associated with, or any fines caused by violation of, any Environmental Laws. Lessee shall give Lessor prompt written notice of any such claim or liability. Lessee's obligations hereunder will survive the expiration or termination of this Master Agreement and any Equipment Schedule(s) with respect to events occurring or alleged to have occurred prior to the return of the Equipment to Lessor at the end of the term of the applicable Equipment Schedule.
 - (b) Lessee and Lessor agree that Lessor shall be deemed the owner of the Equipment for federal income tax purposes, and that Lessor shall take all depreciation deductions with respect to the Equipment. If for any reason or under any circumstances, except as provided for in paragraph (c) below, Lessor does not have or loses its right to claim, is denied, or is required to recapture all or any portion of a Federal, State, or Local income tax depreciation deduction or the applicable tax rate is modified which reduces the economic benefit of the depreciation deduction with respect to Equipment, then Lessee agrees to indemnify and pay Lessor a supplemental rent with respect to each taxable year of Lessor in which a Federal, State, or Local income tax depreciation deduction ("depreciation deduction") is unavailable, lost disallowed, reduced, or recaptured. The depreciation deduction that is to be indemnified shall be based on Lessor's cost of Equipment, depreciated not below its salvage value and depreciated by a method which Lessor is permitted at its discretion to use under Federal, State, or Local income tax law, which includes applicable regulations. The supplemental rent used to indemnify Lessor is the "financial loss" incurred by the Lessor, plus the interest and penalties that are payable to the Federal, State, or Local Government by Lessor in connection with the unavailability, loss, disallowance, reduction, or recapture of the depreciation deduction. The "financial loss" is equal to the increase in Lessor's Federal, State, or Local income tax due to the unavailability, loss, disallowance, reduction, or recapture of the depreciation deduction, plus an amount that will allow, Lessor, after the payment of any taxes, whether Federal, State, or Local government or other taxing authority in the United States, resulting from the Lessor's receipt of the "financial loss" portion of the supplemental rent, to be fully compensated for the increase in Lessor's Federal, State, or Local income tax due to the unavailability, loss, disallowance, reduction, or recapture of the depreciation deduction. For purposes of this paragraph, the Federal income tax rate used to make any calculation in this Section shall not exceed the maximum rate provided for in the Internal Revenue Code for the applicable tax year of the Lessor.
 - (c) Notwithstanding anything to the contrary set forth in paragraph (b) of this Section, Lessee shall have no liability to Lessor under paragraph (b) of this Section for any loss which results from:

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- (i) an act or failure to act by Lessor, which act or failure to act causes Lessor to lose the depreciation;
 - (ii) Lessor having insufficient income to benefit from the depreciation.
 - (d) Lessor agrees to notify Lessee promptly of any claim made by the Internal Revenue Service against Lessor in respect to the disallowance of such depreciation deductions or the recapture of depreciation which relates to information which may be particularly within the knowledge of Lessor. Lessor further agrees that, should all or any portion of the said depreciation deductions be disallowed or such depreciation be recaptured as aforesaid, Lessor will contest (including appeals of administrative determinations and adverse court decisions and defending appeals of favorable decisions) the disallowance or recapture if so requested by Lessee, provided that Lessee agrees to indemnify and provide adequate security to Lessor for such indemnification obligation for all Lessor's costs and expenses, including reasonable attorney's fees, in connection with such contest.
14. **SURRENDER.** Upon the expiration or termination of a Lease, Lessee shall, at its own cost and expense, deinstall, package, load, insure, and return the Equipment unencumbered to Lessor at the address specified by Lessor, in the same condition as received, reasonable wear and tear excepted, except as otherwise indicated in the applicable Equipment Schedule. If requested by Lessor, Lessee agrees (i) that Lessor may use, without cost to Lessor, Lessee's place of business for the purpose of owning, displaying, selling, leasing or otherwise disposing of all or any of the Equipment for up to 365 days after termination or expiration of the applicable Equipment Schedule, and (ii) to act as Lessor's agent to lease or sell the Equipment pursuant to written instruction of Lessor. If Lessee retains possession of the Equipment and with the consent of Lessor, after expiration of the applicable Equipment Schedule, such Lease shall be deemed to be in effect on a month to month basis. Except as provided in this section all terms and conditions of this Master Agreement and applicable Equipment Schedule(s) shall continue. Rent payment shall continue at the rate set forth in the Equipment Schedule(s) pertaining to the Equipment retained by Lessee. Rent paid on a month to month basis shall not create any ownership rights in Lessee in the Equipment. Lessee shall arrange and pay for any repairs necessary in order for the manufacturer or qualified maintenance organization to accept the Equipment under maintenance contract at the applicable standard rates.
15. **DEFAULT AND REMEDIES.**
- (a) Time is of the essence and the following events shall constitute Events of Default:
 - (i) Lessee shall fail to make any rent or other payment hereunder including the payment of any Taxes, fees, or assessments within 10 days after the same shall become due, or Lessee reverses, returns as unauthorized, disrupts or interferes with any previously authorized ACH payment;
 - (ii) Lessee shall fail to maintain any of the insurance required hereunder;
 - (iii) Lessee shall fail to perform or observe any other covenant, condition, provision, or agreement to be performed or observed by it under this Lease, any Equipment Schedules or amendments thereto, or under any other instruments or agreements between Lessor and Lessee in connection with this or any other transaction;
 - (iv) Lessee shall make any representation or warranty to Lessor under any agreement referenced in (ii) above or make, furnish or deliver any document, certificate, or representation to Lessor in connection therewith that shall prove to be incorrect in any material respect at the time made;
 - (v) Lessee does not generally pay its debts as they become due, ceases to do business as a going concern, or shall admit in writing its inability to pay its debts; or shall make an assignment for the benefit of creditors, or shall commence, or have commenced against it, any case, proceeding, or action seeking to have an order for relief entered on its behalf or against it as a debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for it or for all or any part of its property; or to take any action in contemplation of or to authorize any of the above actions;
 - (vi) The death or incapacity of Lessee or any Guarantor, if an individual, or the merger, consolidation, acquisition, liquidation, insolvency, termination or dissolution of Lessee or any Guarantor, if a corporation, partnership, limited liability company or other business association, or if Lessee or any Guarantor shall sell or turn over the management or operation of all or any substantial portion of its property, assets or business to any other person, corporation, partnership, limited liability company or other business association;
 - (vii) Any of the Equipment is lost or destroyed, or Lessee shall fail to discharge any mortgage, security interest, pledge, lien, charge, encumbrance, or claim against the Equipment;
 - (viii) The occurrence of any adverse change in the financial condition of Lessee that Lessor, in its sole discretion, deems material;
 - (ix) If Lessor, in good faith, shall believe that the Equipment is insecure, or that the due performance of Lessee's obligations, the return of the Equipment to Lessor or the prospect of payment or performance by Lessee hereunder or under any other agreement between Lessor or Lessee is impaired;
 - (x) Lessee is in default of any other agreement with Lessor or any agreement with Zions Bancorporation, N.A. or any affiliate of Zions Bancorporation, N.A.;
 - (xi) Lessee is in default (and any applicable cure period has expired) under any material agreement for the payment of money;
 - (xii) Any Guarantor, or other party liable to Lessor defaults in any obligation described above or is involved with the occurrence of any event described above

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- (b) In the Event of Default, Lessor at its sole option shall have the right to exercise concurrently or separately any one or more of the following remedies, and without any election of remedies deemed to have been made:
- (i) With or without notice or demand, declare the entire rental (including past due rent) plus all other sums due provided for under this Master Agreement and every Equipment Schedule hereto, plus the fair market value of the Equipment, to be immediately due and payable;
 - (ii) Upon demand from Lessor, cease the use of the Equipment and assemble and make it available to Lessor at the place and time designated in the demand;
 - (iii) Enter into the premises where any or all of the Items of Equipment may be located and take possession or remove the same. Any such taking or possession shall not constitute termination of the Lease as to any or all Items of Equipment unless Lessor expressly notifies Lessee in writing to that effect. In the event of entry and repossession, Lessee hereby expressly waives all rights to possession and all claims for damages or loss by reason of such entry and repossession;
 - (iv) Terminate this Master Agreement and any Equipment Schedules or amendments thereto and retain as damages all rents or other amounts paid by Lessee;
 - (v) Proceed by appropriate action either at law or in equity or bankruptcy to enforce performance by Lessee of the applicable covenants of this Master Agreement and any Equipment Schedules or to recover damages for breach thereof;
 - (vi) Use, without cost to Lessor, Lessee's place of business for the purpose of storing, displaying, maintaining, selling, leasing, or otherwise disposing of all or any portion of the Equipment;
 - (vii) Lease the Equipment to any third party, upon such terms and conditions as Lessor shall determine, or sell the Equipment at private or public sale, and at such sale Lessor may be the purchaser. In either of such events, there shall be due from Lessee and Lessee shall immediately pay to Lessor the total unpaid rental plus all other sums provided to be paid herein together with the fair market value of the Equipment less the net proceeds of the sale or re-lease, net proceeds being defined as follows: the cost basis of the new lease to any third party or the purchase price at said sale less all costs of Lessor in repossessing, holding, re-leasing, transporting, maintaining, repairing, selling, or otherwise handling or disposing of the Equipment;
 - (viii) Refuse to deliver to Lessee any undelivered Items of Equipment;
 - (ix) Pursue any other remedy available to Lessor at law or in equity.
- (c) Upon the occurrence of an Event of Default, the obligations and indebtedness herein described and all other present or future debts and obligations then owing by Lessee to Lessor shall, at the election of Lessor, become immediately due and payable and shall accrue interest at the lesser of (i) a 21% per annum or (ii) the maximum lawful rate.
16. **COLLECTION CHARGES, RIGHT OF SET-OFF.** Should Lessee fail to pay when due any part of the rent herein provided or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor, upon demand, a reasonable late charge of five percent (5%) of all payments due, together with all other expenses incurred by reason of Lessee's default. Lessee hereby grants to Lessor a security interest in and right of setoff against all of Lessee's accounts (whether checking, savings, or some other account) with Lessor or with any affiliate Bank of Lessor ("Bank") to the extent permitted by applicable law. This includes all accounts Lessee holds jointly with someone else and all accounts Lessee may open in the future with Bank. Upon the occurrence of any Event of Default, Lessor is hereby authorized at any time and from time to time, without notice to Lessee (any such notice being expressly waived by Lessee), to set off and apply any and all deposits at any time held by Lessee or Bank to any obligation of Lessee under this Lease and any Equipment Schedules. Lessee further authorizes Lessor to request Bank to administratively freeze all such accounts to allow Lessor to protect its charge and setoff rights provided in this section. If this Lease or any Equipment Schedule is assigned by Lessor, the assignee shall be entitled to the same rights of set off as Lessor for any and all deposits (general or special, time or demand, provisional or final) at any time held by such assignee against any obligations of Lessee.
17. **ADDITIONAL FEES.** In addition to the rent provided herein, Lessee shall pay Lessor reasonable fees for preparation of documents, filing and/or recording fees, plus all costs incurred by Lessor in recovering possession of the Equipment or in negotiating, preparing, enforcing, or protecting Lessor's rights under this Master Agreement or any Equipment Schedules, including but not limited to, all attorney's fees (including without limitation on appeal and in any bankruptcy proceedings), all costs of obtaining abstracts, title reports, title insurance, appraisals, searches and foreclosure reports, and all costs incurred in preserving, recovering, storing, repairing or selling any Item of Equipment. Lessor may also charge a Lease origination fee as disclosed to Lessee prior to the execution of this Master Agreement, or any Equipment Schedules.
18. **UNLAWFUL USE MARIJUANA, CONTROLLED SUBSTANCES AND PROHIBITED ACTIVITIES.** Lessee shall not use or permit the use of the Equipment in any manner that would be a violation of federal, state or local law or regulation, regardless of whether such use is lawful under any conflicting law, including without limitation any law relating to the use, sale, possession, cultivation manufacture, distribution or marketing of any controlled substances or other contraband or any law relating to the use or distribution of marijuana. This section is a material consideration and inducement upon which Lessor relies in entering into this Master Agreement. Failure by the Lessee to comply with this section shall constitute a material non-curable Event of Default. Notwithstanding anything in this Master Agreement, regarding rights to cure Events of Default, Lessor is entitled upon breach of this section to immediately exercise any and all remedies under this Master Agreement and by law. In addition and not by way of limitation, the Lessee shall indemnify, defend and hold Lessor harmless from and against any loss, claim, damage, liability, fine, penalty, cost or expense (including attorneys' fees and expenses) arising from, out of or related to any breach, violation, or failure to enforce or comply with any of the covenants set forth in this section. This indemnity includes, without limitation any claim by any governmental entity or agency, any lessee, or any third person, including any governmental action for seizure or forfeiture of any Equipment (with or without compensation to Lessor).

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19. **PERFORMANCE OF LESSEE'S OBLIGATIONS BY LESSOR.** If Lessee fails duly and promptly to perform any of its obligations under this Master Agreement or any Equipment Schedule, Lessor may, at its option, at any time perform the same for the account of Lessee without thereby waiving such default, and any amount paid for expenses or any liability incurred by Lessor in such performance, together with interest thereon at a rate of twenty-one percent (21%) per annum, shall be payable by Lessee upon demand and be deemed additional rent due hereunder.
20. **WAIVERS.** To the extent permitted by applicable law, Lessee waives any and all rights and remedies conferred upon a lessee by Sections 70A-2A-508 through 70A-2A-522 of the Utah Uniform Commercial Code, including without limitation Lessee's rights to: (i) cancel any Lease; (ii) repudiate any Lease; (iii) reject any Equipment; (iv) revoke acceptance of any Equipment; (v) recover damages from Lessor for any breaches of warranty or any other reason; (vi) claim, grant or permit a security interest in any Equipment in Lessee's possession or control; (vii) deduct all or any part of any claimed damages resulting from any Lessor default under any Lease; (viii) cover by making any purchase or lease of or contract to purchase or lease property in substitution for any Equipment due from Lessor; (ix) recover any general, special, incidental or consequential damages, for any reason; and (x) commence legal action against Lessor for specific performance, replevin, detinue, sequestration, claim and delivery or the like for any Equipment. To the extent permitted by applicable law, Lessee also waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use any Equipment in mitigation of Lessor's damages as set forth in this Master Agreement or which may otherwise limit or modify any of Lessor's rights or remedies hereunder.
21. **NOTICES, REMEDIES, WAIVERS, SUCCESSORS, QUIET ENJOYMENT.** All notices relating to this Master Agreement or to any Equipment Schedule shall be in writing and delivered in person to an office of Lessor or Lessee or mailed by United States mail postage prepaid to Lessor or Lessee at its respective address shown above or at any later address provided by the other party. All remedies of Lessor hereunder are cumulative and not alternative. A waiver of a default shall not be a waiver of any other subsequent default. This Master Agreement and the Equipment Schedules shall be binding upon Lessor and Lessee and Lessee's heirs, executors, administrators, successors, and assigns and shall inure to the benefit of the successor and assigns of Lessor. Lessor agrees that so long as no Event of Default has occurred and is continuing, Lessee shall be entitled to quietly possess the Equipment subject to and in accordance with the terms and conditions of this Master Agreement.
22. **DISPUTE RESOLUTION PROVISION.** This Dispute Resolution Provision contains a jury waiver, a class action waiver, and an arbitration clause (or judicial reference agreement, as applicable), set out in four Sections. **READ IT CAREFULLY.**

SECTION 1. GENERAL PROVISIONS GOVERNING ALL DISPUTES.

- 1.1. **PRIOR DISPUTE RESOLUTION AGREEMENTS SUPERSEDED.** This Dispute Resolution Provision shall supersede and replace any prior "Jury Waiver", "Judicial Reference", "Class Action Waiver", "Arbitration", "Dispute Resolution", or similar alternative dispute agreement or provision between or among the parties.
- 1.2. **"DISPUTE" defined.** As used herein, the word "Dispute" includes, without limitation, any claim by either party against the other party related to this Master Agreement and any Equipment Schedule pursuant hereto. In addition, "Dispute" also includes any claim by either party against the other party regarding any other agreement or business relationship between any of them, whether or not related to the Lease or other subject matter of this Master Agreement. "Dispute" includes, but is not limited to, matters arising from or relating to a deposit account, an application for or denial of credit, warranties and representations made by a party, the adequacy of a party's disclosures, enforcement of any and all of the obligations a party hereto may have to another party, compliance with applicable laws and/or regulations, and performance or services provided under any agreement by a party, including without limitation disputes based on or arising from any alleged tort or matters involving the employees, officers, agents, affiliates, or assigns of a party hereto.
- If a third party is a party to a Dispute (such as a credit reporting agency, merchant accepting a credit card, junior lienholder or title company), each party hereto agrees to consent to including that third party in any arbitration or judicial reference proceeding for resolving the Dispute with that party.
- 1.3. **JURY TRIAL WAIVER.** Each party waives their respective rights to a trial before a jury in connection with any Dispute, and all Disputes shall be resolved by a judge sitting without a jury. If a court determines that this jury trial waiver is not enforceable for any reason, then at any time prior to trial of the Dispute, but not later than 30 days after entry of the order determining this provision is unenforceable, any party shall be entitled to move the court for an order as applicable: (A) compelling arbitration and staying or dismissing such litigation pending arbitration ("Arbitration Order") under Section 2 hereof, or (B) staying such litigation and compelling judicial reference under Section 3 hereof.
- 1.4. **CLASS ACTION WAIVER.** If permitted by applicable law, each party waives the right to litigate in court or an arbitration proceeding any Dispute as a class action, either as a member of a class or as a representative, or to act as a private attorney general.
- 1.5. **SURVIVAL.** This Dispute Resolution Provision shall survive any termination, amendment or expiration of this Master Agreement, any Equipment Schedule, or any other relationship between the parties.

SECTION 2. ARBITRATION IF JURY WAIVER UNENFORCEABLE (EXCEPT CALIFORNIA). If (but only if) a state or federal court located outside the state of California determines for any reason that the jury trial waiver in this Dispute Resolution Provision is not enforceable with respect to a Dispute, then any party hereto may require that said Dispute be resolved by binding arbitration pursuant to this Section 2 before a single arbitrator. An arbitrator shall have no authority to determine matters (i) regarding the validity, enforceability, meaning, or scope of this Dispute Resolution Provision, or (ii) class action claims brought by either party as a class representative on behalf of others and claims by a class representative on either party's behalf as a class member, which matters may be determined only by a court without a jury. By agreeing to arbitrate a Dispute, each party gives up any right that party may have to a jury trial, as well as other rights that party would have in court that are not available or are more limited in arbitration, such as the rights to discovery and to appeal.

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Arbitration shall be commenced by filing a petition with, and in accordance with the applicable arbitration rules of National Arbitration Forum ("NAF") or Judicial Arbitration and Mediation Service, Inc. ("JAMS") ("Administrator") as selected by the initiating party. However, if the parties agree, arbitration may be commenced by appointment of a licensed attorney who is selected by the parties and who agrees to conduct the arbitration without an Administrator. If NAF and JAMS both decline to administer arbitration of the Dispute, and if the parties are unable to mutually agree upon a licensed attorney to act as arbitrator with an Administrator, then either party may file a lawsuit (in a court of appropriate venue outside the state of California) and move for an Arbitration Order. The arbitrator, howsoever appointed, shall have expertise in the subject matter of the Dispute. Venue for the arbitration proceeding shall be at a location determined by mutual agreement of the parties or, if no agreement, in the city and state where Lessor or Bank is headquartered. The arbitrator shall apply the law of the state specified in the agreement giving rise to the Dispute.

After entry of an Arbitration Order, the non-moving party shall commence arbitration. The moving party shall, at its discretion, also be entitled to commence arbitration but is under no obligation to do so, and the moving party shall not in any way be adversely prejudiced by electing not to commence arbitration. The arbitrator: (i) will hear and rule on appropriate dispositive motions for judgment on the pleadings, for failure to state a claim, or for full or partial summary judgment; (ii) will render a decision and any award applying applicable law; (iii) will give effect to any limitations period in determining any Dispute or defense; (iv) shall enforce the doctrines of compulsory counterclaim, res judicata, and collateral estoppel, if applicable; (v) with regard to motions and the arbitration hearing, shall apply rules of evidence governing civil cases; and (vi) will apply the law of the state specified in the agreement giving rise to the Dispute. Filing of a petition for arbitration shall not prevent any party from (i) seeking and obtaining from a court of competent jurisdiction (notwithstanding ongoing arbitration) provisional or ancillary remedies including but not limited to injunctive relief, property preservation orders, foreclosure, eviction, attachment, replevin, garnishment, and/or the appointment of a receiver, (ii) pursuing non-judicial foreclosure, or (iii) availing itself of any self-help remedies such as setoff and repossession. The exercise of such rights shall not constitute a waiver of the right to submit any Dispute to arbitration.

Judgment upon an arbitration award may be entered in any court having jurisdiction except that, if the arbitration award exceeds \$4,000,000, any party shall be entitled to a de novo appeal of the award before a panel of three arbitrators. To allow for such appeal, if the award (including Administrator, arbitrator, and attorney's fees and costs) exceeds \$4,000,000, the arbitrator will issue a written, reasoned decision supporting the award, including a statement of authority and its application to the Dispute. A request for de novo appeal must be filed with the arbitrator within 30 days following the date of the arbitration award; if such a request is not made within that time period, the arbitration decision shall become final and binding. On appeal, the arbitrators shall review the award de novo, meaning that they shall reach their own findings of fact and conclusions of law rather than deferring in any manner to the original arbitrator. Appeal of an arbitration award shall be pursuant to the rules of the Administrator or, if the Administrator has no such rules, then the JAMS arbitration appellate rules shall apply.

Arbitration under this provision concerns a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* If the terms of this Section 2 vary from the Administrator's rules, this Section 2 shall control.

SECTION 3. JUDICIAL REFERENCE IF JURY WAIVER UNENFORCEABLE (CALIFORNIA ONLY). If (but only if) a Dispute is filed in a state or federal court located within the state of California, and said court determines for any reason that the jury trial waiver in this Dispute Resolution Provision is not enforceable with respect to that Dispute, then any party hereto may require that Dispute be resolved by judicial reference in accordance with California Code of Civil Procedure, Sections 638, *et seq.*, including without limitation whether the Dispute is subject to a judicial reference proceeding. By agreeing to resolve Disputes by judicial reference, each party is giving up any right that party may have to a jury trial. The referee shall be a retired judge, agreed upon by the parties, from either the American Arbitration Association (AAA) or Judicial Arbitration and Mediation Service, Inc. (JAMS). If the parties cannot agree on the referee, the party who initially selected the reference procedure shall request a panel of ten retired judges from either AAA or JAMS, and the court shall select the referee from that panel. (If AAA or JAMS are unavailable to provide this service, the court may select a referee by such other procedures as are used by that court.) The referee shall be appointed to sit with all of the powers provided by law, including the power to hear and determine any or all of the issues in the proceeding, whether of fact or of law, and to report a statement of decision. The parties agree that time is of the essence in conducting the judicial reference proceeding set forth herein. The costs of the judicial reference proceeding, including the fee for the court reporter, shall be borne equally by the parties as the costs are incurred, unless otherwise awarded by the referee. The referee shall hear all pre-trial and post-trial matters (including without limitation requests for equitable relief), prepare a statement of decision with written findings of fact and conclusions of law, and apportion costs as appropriate. The referee shall be empowered to enter equitable relief as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that are binding on the parties and rule on any motion that would be authorized in a trial, including without limitation motions for summary adjudication. Only for this Section 3, "Dispute" includes matters regarding the validity, enforceability, meaning, or scope of this Section, and (ii) class action claims brought by either party as a class representative on behalf of others and claims by a class representative on either party's behalf as a class member. Judgment upon the award shall be entered in the court in which such proceeding was commenced and all parties shall have full rights of appeal. This provision will not be deemed to limit or constrain Bank or Lessor's right of offset, to obtain provisional or ancillary remedies, to interplead funds in the event of a dispute, to exercise any security interest or lien Bank or Lessor may hold in property or to comply with legal process involving accounts or other property held by Bank or Lessor.

Nothing herein shall preclude a party from moving (prior to the court ordering judicial reference) to dismiss, stay or transfer the suit to a forum outside California on grounds that California is an improper, inconvenient or less suitable venue. If such motion is granted, this Section 3 shall not apply to any proceedings in the new forum.

This Section 3 may be invoked only with regard to Disputes filed in state or federal courts located in the State of California. In no event shall the provisions in this Section 3 diminish the force or effect of any venue selection or jurisdiction provision in this Agreement or any Related Document.

SECTION 4. RELIANCE. Each party (i) certifies that no one has represented to such party that the other party would not seek to enforce a jury waiver, class action waiver, arbitration provision or judicial reference provision in the event of suit, and (ii) acknowledges that it and the

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other party have been induced to enter into this Master Agreement and any Equipment Schedules by, among other things, material reliance upon the mutual waivers, agreements, and certifications in the four Sections of this DISPUTE RESOLUTION PROVISION.

SECTION 4. RELIANCE. Each party (i) certifies that no one has represented to such party that the other party would not seek to enforce a jury waiver, class action waiver, arbitration provision or judicial reference provision in the event of suit, and (ii) acknowledges that it and the other party have been induced to enter into this Master Agreement and any Equipment Schedules by, among other things, material reliance upon the mutual waivers, agreements, and certifications in the four Sections of this DISPUTE RESOLUTION PROVISION.

23. **GOVERNING LAWS; JURISDICTION.** This Master Agreement and all Equipment Schedules shall be deemed to have been made and executed in UTAH regardless of the order in which the signatures of the parties shall be affixed hereto and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of UTAH except as may be provided in Section 22. **If there is a lawsuit, Lessee agrees upon Lessor's request to submit to the jurisdiction of the courts of SALT LAKE COUNTY, STATE OF UTAH.**
24. **CONFLICT OF APPLICABLE LAW.** If any provision of this Master Agreement or any Equipment Schedule is contrary to, prohibited by, or deemed invalid under applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof.
25. **STATEMENTS.** Lessee will furnish Lessor within 90 days after the close of each fiscal year of Lessee, a balance sheet and profit and loss statement as of the end of such year and, quarterly financial statements within 60 days after the close of each quarter, all prepared in accordance with generally accepted accounting principles, and such other information respecting the financial condition and operations of Lessee as Lessor may from time to time reasonably request.
26. **LESSEE REPRESENTATIONS AND WARRANTIES.** Lessee represents and warrants, and shall be deemed to have made all of the representations and warranties as of the date each respective Equipment Schedule is executed and delivered by Lessee, as follows:
- (a) If Lessee is a corporation, limited liability company, or partnership, Lessee is duly organized, validly existing, and in good standing under the laws of the state of its organization and in all jurisdictions where the Equipment will be located or operated under this Master Agreement and applicable Equipment Schedules.
 - (b) Lessee has all requisite power and authority to conduct its business, to own and lease its properties and to enter into and perform all of its obligations under this Master Agreement and all Equipment Schedules.
 - (c) This Master Agreement and all Equipment Schedules have been duly authorized by Lessee and constitute the valid, legal, and binding obligations of Lessee and are enforceable in accordance with their terms.
 - (d) No event has occurred or is continuing which constitutes an Event of Default under this Master Agreement or any Equipment Schedule. There is no judicial or administrative action, suit, order, or proceeding pending or threatened against or affecting Lessee or any Guarantor before or by any court, administrative agency or other governmental authority which brings into question the validity of the transaction contemplated by this Master Agreement or any Equipment Schedule (or any guarantee hereof or thereof) or which might materially impair the ability of Lessee or any Guarantor to perform its obligations under this Master Agreement or any Equipment Schedule or guarantee hereof or thereof.
 - (e) Lessee has no contingent or disputed liabilities or unrealized or anticipated losses which in the aggregate are material or any material commitments of an unusual or burdensome character;
 - (f) In addition to other notices required herein, Lessee shall immediately give written notice to Lessor of (i) the occurrence of an Event of Default, or any condition, event or act which with the giving of notice, failure to cure or the passage of time or all the foregoing would constitute such an Event of Default; (ii) any change in the name of Lessee's business; (iii) any change in Lessee's form, management or organizational structure; or (iv) any change in Lessee's address of its principal location(s) of business.
 - (g) **Beneficial Ownership.** Lessee agrees to promptly notify Lessor (i) of any change in direct or indirect ownership interests in Lessee as reported in the Beneficial Ownership Certification or other similar certification provided to Lessor prior to or in connection with the execution of this Master Agreement (the "Certification"), or (ii) if the individual with significant managerial responsibility identified in the Certification ceases to have that responsibility or if the information reported about that individual changes. Lessee hereby agrees to provide such information and documentation as Lessor may request during the term of any Lease to confirm or update the continued accuracy of the any information provided in connection with the foregoing.
27. **NET, NON-CANCELABLE LEASE.** This Master Agreement and the Equipment Schedules are fully net lease contracts and cannot be cancelled or terminated except as expressly provided herein. Lessee has no right of prepayment unless Lessor consents thereto in writing. Lessor and Lessee agree that any Lease is a "Finance Lease" as defined by the Uniform Commercial Code Article 2A.
28. **POWER OF ATTORNEY.** Lessee hereby irrevocably grants POWER OF ATTORNEY to ZIONS CREDIT CORPORATION and its designees (collectively "Zions"), with full power of substitution, to issue, execute, endorse, file, record, release or deliver to any person, government agency or other entity all documents (including but not limited to title applications, certificates of title, UCC financing statements, checks and insurance claims) that Zions in its discretion deems necessary or reasonably convenient to establish, evidence, transfer, refinance, release, dispose of, modify, liquidate, cash or realize upon any ownership interest, security interest, lien or other interest in any Equipment. Zions may execute documents or act solely in Lessee's name, its own name, or both, without prior notice to Lessee. Lessee shall execute all such further documents and otherwise assist as Zions may request to further evidence the foregoing power or effect Zions' actions thereunder. Lessee directs all persons to accept documents and instructions from Zions, the same as if made by Lessee personally, without further inquiry to Lessee, and regardless of any objection interposed by Lessee. Zions' foregoing power and privileges shall survive Lessee's death, incapacity,

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dissolution, insolvency or winding up, and continue until all of Lessee's obligations to Zions secured by this or any other instrument are finally paid in full.

29. **ENVIRONMENTAL COMPLIANCE AND REPORTS.** Lessee represents and warrants that it has conducted adequate due diligence and taken all necessary actions to qualify for any purchaser protections against environmental liability available under the Environmental Laws. Lessee shall comply in all respects with all Environmental Laws, and shall not cause or permit to exist any activity that may cause damage to the environment or human health, unless such activity is allowed or permitted pursuant to the Environmental Laws; and shall furnish to Lessor within thirty (30) days after receipt a copy of any written or electronic communication from any governmental agency or instrumentality concerning any Hazardous Substance or compliance or non-compliance with any Environmental Laws connected with or related to any of the Equipment. Lessee hereby (i) releases and waives any future claims against Lessor for indemnity or contribution under the Environmental Laws, and (ii) agrees to indemnify, defend, and hold harmless Lessor against any and all claims, losses, liabilities, damages, penalties, obligations, expenses (including attorneys' fees), or other responsibilities that arise under any Environmental Law or as a consequence of any Hazardous Substance associated with or related to any of the Equipment. The provisions of this section, including the obligation to indemnify and defend, shall survive the payment of all obligations under any Lease and the termination, expiration or satisfaction of any Lease and shall not be affected by Lessor's repossession or disposition of any of the Equipment.
30. **ZIONS BANCORPORATION, N.A. COVENANTS.** Lessee hereby acknowledges and agrees that any and all covenants, whether financial, reporting, or negative, between Lessee and Zions Bancorporation, N.A. and/or its affiliates ("Zions Bancorporation, N.A. Covenants") under any agreement with Zions Bancorporation, N.A. or its affiliates ("Zions Bancorporation, N.A. Agreements") shall be applicable to Lessee under this Master Agreement, and such Zions Bancorporation, N.A. Covenants are hereby incorporated by reference. Lessee agrees to comply with all requests of Lessor with respect to providing any information or documentation requested in connection with the Zions Bancorporation, N.A. Covenants. In the event of any conflict between the Zions Bancorporation, N.A. Covenants and any covenants, terms or conditions in this Master Agreement, the covenants, terms and conditions of this Master Agreement shall control.
31. **CREATION OF TRUSTS, AND TRANSFERS TO TRUSTS.** Neither Lessee nor any Guarantor shall create as settlor any trust, or transfer any assets into any trust, without giving written notice to Lessor at least ninety (90) days prior to such creation or transfer. That notice shall describe in reasonable detail the trust to be created and/or the asset transfer to be made. Failure by any such settlor to provide that notice shall be an Event of Default under this Master Agreement and any Lease. Neither Lessee nor any Guarantor shall create as settlor any actual or purported spendthrift trust, asset protection trust or any other trust intended by its terms or purpose (or having the effect) to protect assets from creditors or to limit the rights of existing or future creditors (an "Asset Protection Trust") without the prior written consent of Lessor. Lessor may withhold that consent in its sole discretion. Creation of any Asset Protection Trust, and each transfer of assets thereto, by any such settlor without Lessor's prior written consent:
- (a) shall be an Event of Default under this Master Agreement and the Equipment Schedule(s);
 - (b) shall have the effect of, and shall be deemed as a matter of law, regardless of that settlor's solvency, of having been made by that settlor with the actual intent of hindering, delaying and defrauding Lessor as that settlor's creditor; and
 - (c) shall constitute a fraudulent transfer that is unenforceable and void (not merely voidable) as against Lessor. With respect to each such fraudulent transfer, Lessor shall have all the rights and remedies provided by state fraudulent transfer laws, or otherwise provided at law or equity. Lessor shall have the right to obtain an ex parte court order directing the trustee of the Asset Protection Trust to give Lessor written notice a reasonable time (of no less than ten business days) prior to making any distribution from said trust. Nothing in this paragraph shall limit or affect any rights or remedies otherwise provided to Lessor by law, equity or any contract.
32. **DOCUMENT IMAGING.** Lessor shall be entitled, in its sole discretion, to image or make copies of all or any selection of the agreements, instruments, documents, and items and records governing, arising from or relating to any of Lessee's Leases, including, without limitation, this Master Agreement and the Equipment Schedules, and Lessor may destroy or archive the paper originals. The parties hereto (i) waive any right to insist or require that Lessor produce paper originals, (ii) agree that such images shall be accorded the same force and effect as the paper originals, (iii) agree that Lessor is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (iv) agree that any executed faxed, scanned, or other imaged copy of this Master Agreement or any Equipment Schedule shall be deemed to be of the same force and effect as the original manually executed document.
33. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties and may not be changed, modified, terminated, or discharged except in writing and may not be contradicted by evidence of any alleged prior or contemporaneous oral agreement. There are no promises, terms, conditions, or obligations other than those contained herein; and this Master Agreement and related Equipment Schedule(s) shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Every Lease pursuant to this Master Agreement is, and is intended to be a lease, and Lessee does not acquire hereby any right, title, or interest whatsoever, legal or equitable, in or to any of the Equipment or the proceeds of the sale of any Equipment, except its interest as a lessee hereunder. Each of Lessee's obligations hereunder shall survive the expiration or termination of this Master Agreement or any Equipment Schedule hereto.
34. **DEFINITIONS:** The following capitalized words and terms shall have the following meanings when used in this Master Agreement. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Master Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Environmental Laws. The term "Environmental Laws" means any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment as well as any applicable orders, judgments, decrees, permits, licenses or other authorizations or mandates adopted pursuant thereto.

Event of Default. The term "Event of Default" means any of the events of default or "Events of Default" set forth in this Master Agreement in the "Default" section of, or elsewhere in, this Master Agreement.

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Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of this Master Agreement and any Equipment Schedule(s).

Hazardous Substances. The term "Hazardous Substances" means any hazardous, toxic, radioactive, or infectious substance, material or waste listed or regulated under any of the Environmental Laws and includes, without limitation, petroleum oil and petroleum by-products or any fraction thereof and asbestos.

Uniform Commercial Code. The term "Uniform Commercial Code" means the Utah Uniform Commercial Code, Title 70A of the Utah Code, and, only to the extent applicable, the Uniform Commercial Code adopted in any other state.

By execution hereof, the signer hereby certifies that he/she has read the above ten pages of this Master Agreement, and that he/she is duly authorized to execute this Master Agreement on behalf of Lessee.

Executed this X 5 day of X August, 2020.

Doral Academy of Idaho, Inc.

Lessee

By: X

Miguelles Crosland

Title: X

BOARD CHAIRMAN, Doral

Print Name: X

Miguelles Crosland

X IDAHO DL # QL354419F

Signer's Drivers License No.

State of: Idaho) ss

County of: Ada)

Residing at: Boise, ID

Subscribed and sworn before me this 5th day of 08, 2020.

My commission Expires: 06/24/2025

Brennon J Edwards

Notary Public

Accepted this _____ day of _____, 2020.

Zions Credit Corporation dba Vectra Equipment Finance

Lessor

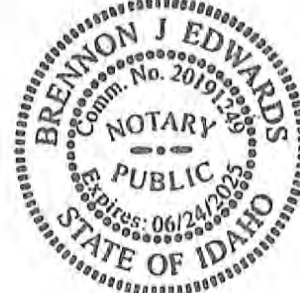
By: _____

Authorized Signer

Title: Vice President

Address: 310 S. Main St., Ste 1300, Salt Lake City, UT 84101

Notary Stamp



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Loan No: 0016673
Loan Date: August 4, 2020

MASTER SECURITY AND LOAN AGREEMENT

This Master Security and Loan Agreement ("Master Agreement") is entered into between Doral Academy of Idaho, Inc. ("Borrower") and Zions Credit Corporation dba Vectra Equipment Finance ("Lender") on the following terms and conditions. Lender and Borrower shall also collectively be referred to herein as the "Parties". Borrower understands and agrees that Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Master Agreement. This Master Agreement shall be effective upon signature of Lender and shall continue in full force and effect until such time as the Parties have agreed in writing to terminate this Agreement and all of Borrower's Indebtedness owed to Lender has been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges. The term "Indebtedness" as used herein means and includes without limitation, all loans, whether now or in the future, together with all other obligations, debts and liabilities of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, absolute or contingent, liquidated or unliquidated, whether Borrower may be liable individually or jointly with others, whether Borrower may be obligated as a guarantor, surety, or otherwise, whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations; and whether such indebtedness may be or hereafter may become otherwise unenforceable.

1. PROMISSORY NOTE(S) AND EQUIPMENT SCHEDULES. Borrower may from time to time enter into one or more Promissory Note, and Equipment Schedules (hereafter referred to as "Loan", "Note", "Notes", "Schedule" or "Schedule(s)") in the amounts and on the dates set forth in the Notes now or here after executed by the parties hereto. The terms and conditions of this Master Agreement shall be deemed to form a part of each of said Note as though fully set forth therein. All payments under the Notes shall be made to Lender at PO Box 26536, Salt Lake City, Utah 84126-0536, or at such other locations Lender may designate in writing. The term "Master Agreement" as used hereinafter includes all Notes.
2. GRANT OF SECURITY INTEREST; DESCRIPTION OF COLLATERAL. For valuable consideration, Borrower grants to Lender a security interest in the property described on the Schedule(s), together with all presently owned and hereafter acquired attachments, accessories, accessions, and additions thereto and replacements and proceeds thereof, including any amounts payable under any insurance policy or eminent domain proceedings and all records and data relating to any of the foregoing (collectively the "Collateral").
3. OBLIGATIONS SECURED. Each item of Collateral identified in the Schedule(s) shall secure not only the specific obligation referred to in the Schedule(s), but also all other present and future obligations of Borrower to Lender of every kind and nature whatsoever, whether set forth in the Schedule(s), this Master Agreement, any other agreement or document, whether due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated, whether Borrower may be liable individually or jointly with others, whether obligated as a guarantor, surety, accommodation party or otherwise by law, and whether recovery upon such amount may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.
4. USE OF COLLATERAL. Borrower warrants and agrees with Lender that the Collateral will be used exclusively for business, commercial, or agricultural purposes.
5. LATE CHARGES. Any payment not paid when due shall bear a late charge equal to 5% of the amount of the payment.
6. LOCATION OF COLLATERAL. Borrower and Lender agree that the Collateral shall remain personal property of the Borrower and shall not become part of or attached to any real estate. Borrower agrees to keep the Collateral at the location set forth in the applicable Schedule(s) and will notify Lender promptly in writing of any change in the location of the Collateral, and will not remove the Collateral from such location without the prior written consent of Lender.
7. BORROWER'S WARRANTIES AND REPRESENTATIONS. Borrower warrants and represents as of the date of this Master Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness (which means and includes without limitation, all loans, together with all other obligations, debts and liabilities of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, whether now or hereafter existing, voluntary or involuntary, due or not due absolute or contingent, liquidated or unliquidated, whether Borrower may be liable individually or jointly with others; whether Borrower may be obligated as a guarantor, surety, or otherwise, whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations; and whether such indebtedness may be or hereafter may become otherwise unenforceable) exists:
 - (a) Borrower is a OTHER NON PROFIT/EXEMPT ORGS which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Nevada. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign entity in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower will notify Lender prior to any change in Borrower's name, change in state of organization, conversion to a new or different entity. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities;

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- (b) Borrower owns or as a result of financing from Lender shall own the Collateral and such Collateral shall be titled in Borrower's legal name;
- (c) Borrower is justly indebted to Lender for the full amount of the indebtedness identified in Section 1 and each of the Schedule(s);
- (d) That, except for the security interest granted hereby, the Collateral is free from and will be kept free from all liens, claims, security interests and encumbrances;
- (e) That no financing statement covering the Collateral or any proceeds thereof is on file in favor of anyone other than Lender;
- (f) That all information supplied and statements made by Borrower in any financial, credit or accounting statement or application for credit submitted by or on behalf of Borrower prior to, contemporaneously with or subsequent to the execution of this Master Agreement or any Schedule(s) with respect to this transaction are and shall be true, correct, valid and genuine;
- (g) That Borrower has full authority to enter into this Master Agreement and any Schedule(s) and in so doing it is not violating its charter or by-laws, any law or regulation or agreement with third parties, and it has taken all such action as may be necessary or appropriate to make this Master Agreement and any Schedule(s) binding upon it;
- (h) Borrower shall promptly inform Lender in writing of all material adverse change in Borrower's financial condition;
- (i) Borrower agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request by Lender, Borrower will deliver to Lender any and all of the documents evidencing or constituting the Collateral and Borrower will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender; and
- (j) Borrower shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral without the prior written consent of Lender. Borrower shall not pledge, encumber or otherwise permit the Collateral, to be subject to any lien, security interest, encumbrance, or charge, other than the security interests provided for in this Master Agreement without the prior written consent of Lender. Unless waived by Lender, all proceeds from any disposition of the Collateral shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Borrower shall immediately deliver any such proceeds to Lender.

8. BORROWER'S AGREEMENTS. Borrower agrees:

- (a) To defend Lender, the Collateral, Borrower's interest in the Collateral and Lender's security interest in the Collateral at Borrower's own cost and expense, including attorneys' fees, in any action, proceeding, or claim affecting the Collateral;
- (b) To pay reasonable attorneys' fees and other expenses incurred by Lender in enforcing its rights under this Master Agreement and any Schedule(s);
- (c) To pay promptly all taxes, assessments, license fees and other public or private charges when levied or assessed against the Collateral or this Master Agreement or any Schedule(s), and this obligation shall survive the termination of this Master Agreement or any Schedule(s);
- (d) That, if a certificate of title be required or permitted by law, Borrower shall obtain such certificate with respect to the Collateral showing the security interest of Lender thereon and in any event do everything necessary or expedient to preserve or perfect the security interest of Lender;
- (e) That Borrower will not misuse, fail to keep in good repair or, without the prior written consent of Lender and notwithstanding Lender's claim to proceeds, sell, rent, lend, encumber or transfer any of the Collateral;
- (f) That Lender may enter upon Borrower's premises or wherever the Collateral may be located, without notice at any reasonable time to inspect the Collateral and Borrower's books and records pertaining to the Collateral and Borrower shall assist Lender in making such inspection;
- (g) That the security interest granted by Borrower to Lender shall continue effective in all the Collateral irrespective of the payment of the amount in section 1 and the Schedule(s), so long as there are any obligations of any kind, including obligations under guaranties or assignments, owed by Borrower to Lender, provided, however, upon any assignment of this Master Agreement and any Schedule(s) the assignee thereof shall thereafter be deemed, for the purpose of this section, the Lender under this Master Agreement and any Schedule(s);
- (h) At request of Lender, to execute any documents or do any other act necessary to effectuate the purposes and provisions of this Master Agreement and any Schedule(s);
- (i) Borrower shall maintain executive and management personnel with substantially the same qualifications and experience as the Present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner; and
- (j) Borrower shall comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, business and operations, and to the use of the Collateral.

9. INSURANCE AND RISK OF LOSS. All risk of loss of, damage to or destruction of the Collateral (including theft thereof) shall at all times be maintained by Borrower in form, amounts, and coverages and with insurance companies acceptable to Lender. Borrower will

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forthwith procure and maintain public liability insurance, fire insurance, property damage, and physical damage insurance with extended or combined additional coverage on the Collateral for the full insurable value thereof for the life of this Master Agreement and any Schedule(s) plus such other insurance as Lender may specify, and promptly deliver each policy or certificates evidencing the existence of such insurance to Lender with a standard long form endorsement attached showing loss payable to Lender or its assigns as their respective interests may appear. Lender's acceptance of policies in lesser amounts or risks shall not be a waiver of Borrower's foregoing obligation. If any item of Collateral is damaged, but not beyond repair, Borrower at its own cost and expense shall repair such Collateral so that it will be in the same or better condition as it was before the damage occurred. In the event any item of Collateral is replaced for any reason it must be with the prior written consent of Lender. All such items replacing any original item of Collateral shall become immediately subject to the lien of this Master Agreement and any Schedule(s) as if Borrower owned the items at the time of executing this Master Agreement. Borrower agrees to execute any documents or UCC financing statements which Lender may require in order to perfect the security interest in the replacement Collateral. Borrower hereby irrevocably authorizes Lender to make, settle and adjust claims under any insurance policies and to endorse Borrower's name on any check or other items of payment for the proceeds thereof. Borrower shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Borrower fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Borrower from the insurance proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay towards the Obligations. Borrower agrees to deliver to Lender, on the latest delivery date stated above, proof of the required insurance as provided above, with an effective date as may be required by Lender in writing. Borrower acknowledges and agrees that if Borrower fails to provide any required insurance or fails to continue such insurance in force, Lender may do so at Borrower's expense as provided in the applicable security document. The cost of any such insurance, at the option of Lender, shall be added to the indebtedness as provided in the security document. BORROWER ACKNOWLEDGES THAT IF LENDER SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE WILL PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO AN AMOUNT EQUAL TO THE LESSER OF (1) THE UNPAID BALANCE OF THE DEBT, EXCLUDING ANY UNEARNED FINANCE CHARGES, OR (2) THE VALUE OF THE COLLATERAL; HOWEVER, BORROWER'S EQUITY IN THE COLLATERAL MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS. For purposes of insurance coverage on the Collateral, Borrower authorizes Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding the Collateral, the loan or other financial accommodations, or both.

10. EVENTS OF DEFAULT; ACCELERATION. The following are Events of Default under this Master Agreement or any Schedule(s):

- (a) Any of Borrower's obligations to Lender under this Master Agreement or any Schedule(s) or any other agreement with Lender or with any of Lender's affiliates are not paid promptly when due;
- (b) **ZB, N.A. Covenants.** Borrower hereby acknowledges and agrees that any and all covenants, whether financial covenants, reporting covenants, or negative covenants, between Borrower and ZB, N.A. and/or its affiliates ("ZB, N.A. Covenants") under any agreement with ZB, N.A. or its affiliates ("ZB, N.A. Agreement") shall be applicable to Borrower/Lessee under this Agreement, and such ZB, N.A. Covenants are hereby incorporated herein by reference. Borrower agrees to comply with any and all requests of Lender with respect to providing any information or documentation requested by Lender in connection with the ZB, N.A. Covenants. Borrower's failure to comply with the ZB, N.A. Covenants, shall constitute an Event of Default under this Agreement and shall entitle Lender to pursue any remedies available to it hereunder in connection with an Event of Default. In the event of any conflict between the ZB, N.A. Covenants and any covenants, terms or conditions set forth herein, the covenants, terms and conditions of this Agreement shall control.
- (c) Borrower breaches any warranty or provision hereof, or of any note or of any other instrument or agreement delivered by Borrower to Lender in connection with this or any other transaction or any agreement in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay Lender or to perform obligations under this Master Agreement or any other document entered into between Borrower and Lender;
- (d) Borrower dies, becomes insolvent or ceases to do business as a going concern, or the merger, consolidation, acquisition, liquidation, termination or dissolution of Borrower or if Borrower shall sell or turn over the management or operation of all or any substantial portion of its property, assets, or business to any other person, corporation, partnership, or other business association;
- (e) Borrower shall make any representation herein or in any other documents or material delivered to Lender which shall prove to be incorrect in any material respect at the time made;
- (f) Any of the Collateral is lost or destroyed or there is a failure of any Collateral document to create a valid and perfected security interest or lien;
- (g) A petition in bankruptcy or for arrangement or reorganization is filed by or against Borrower or Borrower admits its inability to pay or lien; its debts as they mature;
- (h) Any property of Borrower is attached or a receiver is appointed for Borrower, or a judgment is obtained against Borrower the execution of which is not effectively stayed within thirty (30) days;

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- (i) Lender in good faith believes the prospect of payment or performance is impaired or in good faith believes the Collateral is insecure; and
- (j) Any guarantor, surety, or endorser for Borrower of this Master Agreement or any Schedule(s) defaults in any obligation or liability to Lender or any guaranty obtained in connection with this or any transaction is terminated or breached or there is an occurrence of any one or more of the events described in (a), (b), (c), (d), or (g) above with respect to any such guarantor.

Upon the occurrence of an Event of Default and without notice to Borrower, the indebtedness described in Section 1 and the Schedule(s) and all other debts then owing by Borrower to Lender under this or any other present or future agreement shall, at the election of Lender, become immediately due and payable. From and after an Event of Default, interest shall accrue at a rate per annum equal to 21% or the highest amount permitted by applicable law, whichever is less.

- 11. **PREPAYMENT.** Borrower may prepay in full, but not in part, the unpaid principal balance together with all accrued unpaid interest and any and all other sums due under any Schedule(s). The payoff amount will be calculated by Lender using simple interest and shall include a fee of 3% the first year, 2% the second year, and 1% thereafter.
- 12. **LENDER'S REMEDIES AFTER DEFAULT; CONSENT TO ENTER PREMISES.** Upon the occurrence of an Event of Default and at any time thereafter, LENDER MAY DECLARE THE ENTIRE DEBT, INCLUDING THE PREPAYMENT PENALTY WHICH BORROWER WOULD BE REQUIRED TO PAY, IMMEDIATELY DUE AND PAYABLE, WITHOUT NOTICE OF ANY KIND TO BORROWER AND LENDER SHALL HAVE ALL THE RIGHTS AND REMEDIES OF A LENDER UNDER THE UNIFORM COMMERCIAL CODE AND ANY OTHER APPLICABLE LAWS, in equity, and under this Master Agreement and any other agreement related hereto or to the Collateral, INCLUDING THE RIGHT TO ANY DEFICIENCY remaining after any disposition of the Collateral for which deficiency Borrower shall remain fully liable. (Nothing herein requires Lender to foreclose on any or all Collateral before seeking judgment for the balance of debt then owing. Lender may sell Collateral in any lots and in any order it may choose in one or more dispositions on one or more dates.) LENDER, BY ITSELF OR ITS AGENT, MAY WITHOUT NOTICE TO BORROWER AND WITHOUT JUDICIAL PROCESS OF ANY KIND ENTER INTO ANY PREMISES OR UPON ANY LAND where the Collateral may be located and disassemble, render unusable and/or repossess all or any item of the Collateral, disconnecting and separating all Collateral from any other property. Borrower expressly waives all further rights to possession of the Collateral after an Event of Default and all claims for injuries suffered through loss caused by such entering and/or repossession. Lender may require Borrower to assemble the Collateral and return it to Lender at a place to be designated by Lender which is reasonably convenient to both parties. Lender will give Borrower reasonable notice of the time and place of a public sale of the Collateral and/or of the time after which any private sale(s) or any other intended dispositions of the Collateral is/are to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown herein at least five days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling and other costs of disposition including reasonable attorneys' fees and other legal fees shall be the responsibility of Borrower and shall be included as part of the obligation of Borrower under this Master Agreement. Borrower grants to Lender a security interest in and right of setoff against all of Borrower's accounts (whether checking, savings, or some other account) with Lender or with any affiliate bank of Lender ("Bank") to the extent permitted by applicable law. This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. Borrower authorizes, to the extent permitted by applicable law, (a) Lender to charge or setoff all or any sums owing on the Master Agreement or any Schedule(s) against any and all such accounts, and (b) Bank, at Lender's request, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph. The rights and remedies provided Lender are cumulative and may be exercised in such order or combination as Lender may elect.
- 13. **WAIVER OF DEFAULTS; AGREEMENT INCLUSIVE.** Lender may in its sole discretion waive any Event of Default. Any such waiver in a particular instance of any particular default, which waiver must be in writing signed by Lender to be effective, shall not be a waiver of other defaults or the same kind of default at another time. This Master Agreement, together with any Schedule(s), related note, instrument or agreement, and any written instruments or documents that are referred to in or part of this Master Agreement, is the final expression of the understanding of Borrower and Lender concerning the subject matter of this Master Agreement and may not be altered or amended except with the written consent of the parties and may not be contradicted by evidence of any alleged prior or contemporaneous oral agreement.
- 14. **ASSIGNMENT.** Lender may assign this Master Agreement and any Schedule(s) and any indebtedness or portion of any indebtedness secured hereby and upon such assignment or transfer the assignee or holder shall be entitled to all rights, powers, privileges and remedies of Lender to the extent assigned or transferred. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the obligation referred to in the Schedules and Borrower waives any rights to privacy Borrower may have with respect to such matters. Borrower also waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such interests will be considered as absolute owners of such purchased interests and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. The obligations of Borrower shall not be subject, as against any such assignee or transferee, to any defense, set-off or counterclaim available to the Borrower against Lender and any such defense, set-off or counterclaim may be asserted only against Lender. Any assignee from Lender shall have the same right of off-set as is available to Lender.
- 15. **WAIVER OF DEFENSES AND RELEASE OF CLAIMS.** Borrower hereby (i) represents that neither the Borrower nor any affiliate or principal of the Borrower has any defenses to or setoffs against any indebtedness or other obligations owing by the Borrower, or by the Borrower's affiliates or principals, to Lender or Lender's affiliates (the "Obligations"), nor any claims against Lender or Lender's affiliates for any matter whatsoever, related or unrelated to the Obligations, and (ii) releases Lender and Lender's

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affiliates, officers, directors, employees and agents from all claims, causes of action, and costs, in law or equity, known or unknown, whether or not matured or contingent, existing as of the date hereof that the Borrower has or may have by reason of any matter of any conceivable kind or character whatsoever, related or unrelated to the Obligations, including the subject matter of this Master Agreement. The foregoing release does not apply, however, to claims for future performance of express contractual obligations that mature after the date hereof that are owing to the Borrower by Lender or Lender's affiliates. Borrower acknowledges that Lender has been induced to enter into or continue the Obligations by, among other things, the waivers and releases in this paragraph.

16. **DISPUTE RESOLUTION PROVISION.** This Dispute Resolution Provision contains a jury waiver, a class action waiver, and an arbitration clause (or judicial reference agreement, as applicable), set out in four Sections. **READ IT CAREFULLY.**

SECTION 1. GENERAL PROVISIONS GOVERNING ALL DISPUTES.

- 1.1. **PRIOR DISPUTE RESOLUTION AGREEMENTS SUPERSEDED.** This Dispute Resolution Provision shall supersede and replace any prior "Jury Waiver", "Judicial Reference", "Class Action Waiver", "Arbitration", "Dispute Resolution", or similar alternative dispute agreement or provision between or among the parties.
- 1.2. **"DISPUTE" defined.** As used herein, the word "Dispute" includes, without limitation, any claim by either party against the other party related to this Agreement, any Related Document, and the Loan evidenced hereby. In addition, "Dispute" also includes any claim by either party against the other party regarding any other agreement or business relationship between any of them, whether or not related to the Loan or other subject matter of this Agreement. "Dispute" includes, but is not limited to, matters arising from or relating to a deposit account, an application for or denial of credit, warranties and representations made by a party, the adequacy of a party's disclosures, enforcement of any and all of the obligations a party hereto may have to another party, compliance with applicable laws and/or regulations, and performance or services provided under any agreement by a party, including without limitation disputes based on or arising from any alleged tort or matters involving the employees, officers, agents, affiliates, or assigns of a party hereto.
- If a third party is a party to a Dispute (such as a credit reporting agency, merchant accepting a credit card, junior lienholder or title company), each party hereto agrees to consent to including that third party in any arbitration or judicial reference proceeding for resolving the Dispute with that party.
- 1.3. **Jury Trial Waiver.** Each party waives their respective rights to a trial before a jury in connection with any Dispute, and all Disputes shall be resolved by a judge sitting without a jury. If a court determines that this jury trial waiver is not enforceable for any reason, then at any time prior to trial of the Dispute, but not later than 30 days after entry of the order determining this provision is unenforceable, any party shall be entitled to move the court for an order as applicable: (A) compelling arbitration and staying or dismissing such litigation pending arbitration ("Arbitration Order") under Section 2 hereof, or (B) staying such litigation and compelling judicial reference under Section 3 hereof.
- 1.4. **CLASS ACTION WAIVER.** If permitted by applicable law, each party waives the right to litigate in court or an arbitration proceeding any Dispute as a class action, either as a member of a class or as a representative, or to act as a private attorney general.
- 1.5. **SURVIVAL.** This Dispute Resolution Provision shall survive any termination, amendment or expiration of this Agreement, any Equipment Schedule, or any other relationship between the parties.

SECTION 2. Arbitration IF JURY WAIVER UNENFORCEABLE (EXCEPT CALIFORNIA). If (but only if) a state or federal court located outside the state of California determines for any reason that the jury trial waiver in this Dispute Resolution Provision is not enforceable with respect to a Dispute, then any party hereto may require that said Dispute be resolved by binding arbitration pursuant to this Section 2 before a single arbitrator. An arbitrator shall have no authority to determine matters (i) regarding the validity, enforceability, meaning, or scope of this Dispute Resolution Provision, or (ii) class action claims brought by either party as a class representative on behalf of others and claims by a class representative on either party's behalf as a class member, which matters may be determined only by a court without a jury. By agreeing to arbitrate a Dispute, each party gives up any right that party may have to a jury trial, as well as other rights that party would have in court that are not available or are more limited in arbitration, such as the rights to discovery and to appeal.

Arbitration shall be commenced by filing a petition with, and in accordance with the applicable arbitration rules of National Arbitration Forum ("NAF") or Judicial Arbitration and Mediation Service, Inc. ("JAMS") ("Administrator") as selected by the initiating party. However, if the parties agree, arbitration may be commenced by appointment of a licensed attorney who is selected by the parties and who agrees to conduct the arbitration without an Administrator. If NAF and JAMS both decline to administer arbitration of the Dispute, and if the parties are unable to mutually agree upon a licensed attorney to act as arbitrator with an Administrator, then either party may file a lawsuit (in a court of appropriate venue outside the state of California) and move for an Arbitration Order. The arbitrator, however appointed, shall have expertise in the subject matter of the Dispute. Venue for the arbitration proceeding shall be at a location determined by mutual agreement of the parties or, if no agreement, in the city and state where Lender or Bank is headquartered. The arbitrator shall apply the law of the state specified in the agreement giving rise to the Dispute.

After entry of an Arbitration Order, the non-moving party shall commence arbitration. The moving party shall, at its discretion, also be entitled to commence arbitration but is under no obligation to do so, and the moving party shall not in any way be adversely prejudiced by electing not to commence arbitration. The arbitrator: (i) will hear and rule on appropriate dispositive motions for judgment on the pleadings, for failure to state a claim, or for full or partial summary judgment; (ii) will render a decision and any award applying applicable law; (iii) will give effect to any limitations period in determining any Dispute or defense; (iv) shall enforce the doctrines of compulsory

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counterclaim, res judicata, and collateral estoppel, if applicable; (v) with regard to motions and the arbitration hearing, shall apply rules of evidence governing civil cases; and (vi) will apply the law of the state specified in the agreement giving rise to the Dispute. Filing of a petition for arbitration shall not prevent any party from (i) seeking and obtaining from a court of competent jurisdiction (notwithstanding ongoing arbitration) provisional or ancillary remedies including but not limited to injunctive relief, property preservation orders, foreclosure, eviction, attachment, replevin, garnishment, and/or the appointment of a receiver, (ii) pursuing non-judicial foreclosure, or (iii) availing itself of any self-help remedies such as setoff and repossession. The exercise of such rights shall not constitute a waiver of the right to submit any Dispute to arbitration.

Judgment upon an arbitration award may be entered in any court having jurisdiction except that, if the arbitration award exceeds \$4,000,000, any party shall be entitled to a de novo appeal of the award before a panel of three arbitrators. To allow for such appeal, if the award (including Administrator, arbitrator, and attorney's fees and costs) exceeds \$4,000,000, the arbitrator will issue a written, reasoned decision supporting the award, including a statement of authority and its application to the Dispute. A request for de novo appeal must be filed with the arbitrator within 30 days following the date of the arbitration award; if such a request is not made within that time period, the arbitration decision shall become final and binding. On appeal, the arbitrators shall review the award de novo, meaning that they shall reach their own findings of fact and conclusions of law rather than deferring in any manner to the original arbitrator. Appeal of an arbitration award shall be pursuant to the rules of the Administrator or, if the Administrator has no such rules, then the JAMS arbitration appellate rules shall apply.

Arbitration under this provision concerns a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* If the terms of this Section 2 vary from the Administrator's rules, this Section 2 shall control.

SECTION 3. JUDICIAL REFERENCE IF JURY WAIVER UNENFORCEABLE (CALIFORNIA ONLY). If (but only if) a Dispute is filed in a state or federal court located within the state of California, and said court determines for any reason that the jury trial waiver in this Dispute Resolution Provision is not enforceable with respect to that Dispute, then any party hereto may require that Dispute be resolved by judicial reference in accordance with California Code of Civil Procedure, Sections 638, *et seq.*, including without limitation whether the Dispute is subject to a judicial reference proceeding. By agreeing to resolve Disputes by judicial reference, each party is giving up any right that party may have to a jury trial. The referee shall be a retired judge, agreed upon by the parties, from either the American Arbitration Association (AAA) or Judicial Arbitration and Mediation Service, Inc. (JAMS). If the parties cannot agree on the referee, the party who initially selected the reference procedure shall request a panel of ten retired judges from either AAA or JAMS, and the court shall select the referee from that panel. (If AAA or JAMS are unavailable to provide this service, the court may select a referee by such other procedures as are used by that court.) The referee shall be appointed to sit with all of the powers provided by law, including the power to hear and determine any or all of the issues in the proceeding, whether of fact or of law, and to report a statement of decision. The parties agree that time is of the essence in conducting the judicial reference proceeding set forth herein. The costs of the judicial reference proceeding, including the fee for the court reporter, shall be borne equally by the parties as the costs are incurred, unless otherwise awarded by the referee. The referee shall hear all pre-trial and post-trial matters (including without limitation requests for equitable relief), prepare a statement of decision with written findings of fact and conclusions of law, and apportion costs as appropriate. The referee shall be empowered to enter equitable relief as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that are binding on the parties and rule on any motion that would be authorized in a trial, including without limitation motions for summary adjudication. Only for this Section 3, "Dispute" includes matters regarding the validity, enforceability, meaning, or scope of this Section, and (i) class action claims brought by either party as a class representative on behalf of others and claims by a class representative on either party's behalf as a class member. Judgment upon the award shall be entered in the court in which such proceeding was commenced and all parties shall have full rights of appeal. This provision will not be deemed to limit or constrain Bank or Lender's right of offset, to obtain provisional or ancillary remedies, to interplead funds in the event of a dispute, to exercise any security interest or lien Bank or Lender may hold in property or to comply with legal process involving accounts or other property held by Bank or Lender.

Nothing herein shall preclude a party from moving (prior to the court ordering judicial reference) to dismiss, stay or transfer the suit to a forum outside California on grounds that California is an improper, inconvenient or less suitable venue. If such motion is granted, this Section 3 shall not apply to any proceedings in the new forum.

This Section 3 may be invoked only with regard to Disputes filed in state or federal courts located in the State of California. In no event shall the provisions in this Section 3 diminish the force or effect of any venue selection or jurisdiction provision in this Agreement or any Related Document.

SECTION 4. Reliance. Each party (i) certifies that no one has represented to such party that the other party would not seek to enforce a jury waiver, class action waiver, arbitration provision or judicial reference provision in the event of suit, and (ii) acknowledges that it and the other party have been induced to enter into this Agreement by, among other things, material reliance upon the mutual waivers, agreements, and certifications in the four Sections of this DISPUTE RESOLUTION PROVISION.

17. **STATEMENTS.** Borrower shall furnish Lender within ninety (90) days after the end of each fiscal year of Borrower, a balance sheet and profit and loss statement as of the end of such fiscal year and within sixty (60) days after the end of each quarter, a balance sheet and profit and loss statement as of the end of each quarter, all prepared in accordance with generally accepted accounting principles and such other information respecting the financial condition and operations of Borrower as Lender may from time to time reasonably request.
18. **ADDITIONAL FEES.** Borrower agrees to pay Lender's reasonable fees, costs and expenses for the preparation of all documents, filing, and recording fees and an origination fee, which fees shall be disclosed to Borrower prior to the execution of this Master Agreement or any Schedule(s). Borrower further agrees to pay all costs incurred by Lender in enforcing or protecting Lender's rights under this Master Agreement or any Schedule(s) including but not limited to all reasonable attorney's fees (whether or not legal proceedings are instituted),

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court costs, costs and expenses of obtaining abstracts and title reports, title insurance, appraisals, foreclosure reports, and the costs of preserving, recovering, storing, or selling any of the Collateral. All such additional fees shall be additional indebtedness secured hereby.

19. UNLAWFUL USE, MEDICAL MARIJUANA, CONTROLLED SUBSTANCES AND PROHIBITED ACTIVITIES. Borrower shall not use, occupy, or permit the use or occupancy of any property or Collateral by Borrower or any lessee, tenant, licensee, permittee, agent, or any other person in any manner that would be a violation of any applicable federal, state or local law or regulation, regardless of whether such use or occupancy is lawful under any conflicting law, including without limitation any law relating to the use, sale, possession, cultivation, manufacture, distribution or marketing of any controlled substances or other contraband (whether for commercial, medical, or personal purposes), or any law relating to the medicinal use or distribution of marijuana (collectively, "Prohibited Activities"). Any lease, license, sublease or other agreement for use, occupancy or possession of any property or Collateral (collectively a "lease") with any third person ("lessee") shall expressly prohibit the lessee from engaging or permitting others to engage in any Prohibited Activities. Borrower shall upon demand provide Lender with a written statement setting forth its compliance with this section and stating whether any Prohibited Activities are or may be occurring in, on or around the property or Collateral. If Borrower becomes aware that any lessee is likely engaged in any Prohibited Activities, Borrower shall, in compliance with applicable law, terminate the applicable lease and take all actions permitted by law to discontinue such activities. Borrower shall keep Lender fully advised of its actions and plans to comply with this section and to prevent Prohibited Activities.

This section is a material consideration and inducement upon which Lender relies in extending credit and other financial accommodations to Borrower. Failure by Borrower to comply with this section shall constitute a material, non-curable Event of Default. Notwithstanding anything in this agreement, the Note or related documents regarding rights to cure Events of Default, Lender is entitled upon breach of this section to immediately exercise any and all remedies under this agreement, the note the related Documents, and by law.

In addition and not by way of limitation, Borrower shall indemnify, defend and hold Lender harmless from and against any loss, claim, damage, liability, fine, penalty, cost or expense (including attorneys' fees and expenses) arising from, out of or related to any Prohibited Activities at or on the property or Collateral, Prohibited Activities by Borrower or any lessee of the property or Collateral, or Borrower's breach, violation, or failure to enforce or comply with any of the covenants set forth in this section. This indemnity includes, without limitation any claim by any governmental entity or agency, any lessee, or any third person, including any governmental action for seizure or forfeiture of any property or Collateral (with or without compensation to Lender, and whether or not property or Collateral is taken free of or subject to Lender's lien or security interest).

20. CREATION OF TRUSTS, AND TRANSFERS TO TRUSTS. Neither Borrower nor any guarantor shall create as settlor any trust, or transfer any assets into any trust, without giving written notice to Lender at least ninety (90) days prior to such creation or transfer. That notice shall describe in reasonable detail the trust to be created and/or the asset transfer to be made. Failure by any such settlor to provide that notice shall be an Event of Default under this agreement and any Loan.

Neither Borrower nor any guarantor shall create as settlor any actual or purported spendthrift trust, asset protection trust or any other trust intended by its terms or purpose (or having the effect) to protect assets from creditors or to limit the rights of existing or future creditors (an "Asset Protection Trust") without the prior written consent of Lender. Lender may withhold that consent in its sole discretion. Creation of any Asset Protection Trust, and each transfer of assets thereto, by any such settlor without Lender's prior written consent:

- (a) shall be an Event of Default under this instrument and the Loan;
 - (b) shall have the effect of, and shall be deemed as a matter of law, regardless of that settlor's solvency, of having been made by that settlor with the actual intent of hindering and delaying and defrauding Lender as that settlor's creditor; and
 - (c) shall constitute a fraudulent transfer that is unenforceable and void (not merely voidable) as against Lender. With respect to each such fraudulent transfer, Lender shall have all the rights and remedies provided by state fraudulent transfer laws, or otherwise provided at law or equity. Lender shall have the right to obtain an ex parte court order directing the trustee of the Asset Protection Trust to give Lender written notice a reasonable time (of no less than ten business days) prior to making any distribution from said trust. Nothing in this paragraph shall limit or affect any rights or remedies otherwise provided to Lender by law, equity or any contract.
21. DOCUMENT IMAGING. Lender shall be entitled, in its sole discretion, to image or make copies of all or any selection of the agreements, instruments, documents, and items and records governing, arising from or relating to any of Borrower's loans, including, without limitation, this document and the related documents, and Lender may destroy or archive the paper originals. The parties hereto (i) waive any right to insist or require that Lender produce paper originals, (ii) agree that such images shall be accorded the same force and effect as the paper originals, (iii) agree that Lender is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (iv) further agree that any executed facsimile (faxed), scanned, or other imaged copy of this document or any related document shall be deemed to be of the same force and effect as the original manually executed document.
22. MISCELLANEOUS. Lender may fill in any blanks including but not limited to serial numbers and the date of the first payment in this Master Agreement and any Schedule(s). Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. BORROWER ACKNOWLEDGES RECEIPT OF A TRUE COPY OF THIS MASTER AGREEMENT. If Borrower is a corporation, this Master Agreement is executed pursuant to authority of its Board of Directors. If Borrower is not a corporation, Borrower's execution, delivery, and performance of this Master Agreement and the Schedules have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (a) any provision of Borrower's articles of organization, membership agreements, partnership agreements or any agreement or other instrument bidding upon Borrower or any law, governmental regulation, court

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decree or order applicable to Borrower. "Borrower" and "Lender" as used in this Master Agreement include the heirs, executors or administrations, successors or assigns to those parties. If more than one Borrower executes this Master Agreement, their obligations under this Master Agreement shall be joint and several. This Master Agreement may not be altered, modified or terminated in any manner except by a writing duly signed by the parties hereto. This Master Agreement has been accepted by Lender in the State of Utah and this Master Agreement shall be governed by federal law applicable to Lender and to the extent not preempted by federal law, this Master Agreement shall be interpreted in accordance with the laws of the state of Utah except as may be provided in section 16. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of SALT LAKE County, State of Utah. If a court of competent jurisdiction finds any provision of this Master Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Master Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Master Agreement shall not affect the legality, validity or enforceability of any other provision of this Master Agreement. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Master Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Master Agreement or the related documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the loans described in the Schedules and delivery to Lender of the Loan Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full, or until this Master Agreement shall be terminated in the manner provided above, whichever is the last to occur.

23. **NOTICE.** Unless otherwise provided by applicable law, any notice required to be given under this Master Agreement or required by law shall be given in writing, and shall be effective when actually delivered in accordance with the law or with this Master Agreement, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Master Agreement. Any party may change its address for notices under this Master Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided by applicable law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.
24. **POWER OF ATTORNEY.** BORROWER hereby irrevocably grants POWER OF ATTORNEY to ZIONS CREDIT CORPORATION and its designees (collectively "Zions"), with full power of substitution, to issue, execute, endorse, file, record, release or deliver to any person, government agency or other entity all documents (including but not limited to title applications, certificates of title, UCC filings, checks and insurance claims) that Zions in its discretion deems necessary or reasonably convenient to establish, evidence, transfer, refinance, release, dispose of, modify, liquidate, cash or realize upon any ownership interest, security interest, lien or other interest in any Collateral or property securing Borrower's obligations to Lender. Zions may execute documents or act solely in Borrower's name, its own name, or both, without prior notice to Borrower. Borrower shall execute all such further documents and otherwise assist as Zions may request to further evidence the foregoing power or effect Zions' actions thereunder. Borrower directs all persons to accept documents and instructions from Zions, the same as if made by Borrower personally, without further inquiry to Borrower, and regardless of any objection interposed by Borrower. Zions' foregoing power and privileges shall survive Borrower's death, incapacity, dissolution, insolvency or winding up, and continue until all of Borrower's obligations to Zions secured by this or any other instrument are finally paid in full.
25. **ADDITIONAL TERMS:** None.

By execution hereof, the signer hereby certifies that he/she has read this Master Agreement, including the reverse side of all pages, and that he/she is duly authorized to execute this Agreement on behalf of the Borrower.

[Remainder of page intentionally left blank]

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Doral Academy of Idaho, Inc.

Borrower

By: X Miquelle Crosland

Title: X Doral Board Chairman

Print Name: X Miquelle Crosland

Address: 2511 W Cherry Ln, Meridian, ID 83642-1135

Date: X August 5, 2020

X IDAHO DL # QL354419F

Signer's Driver's License No.

State of: Idaho) ss

County of: Ada)

Subscribed and sworn before me this 5th day of Aug. 2020

Brenner Edwards

Notary Public

Residing at: Boise ID

My Commission Expires: 6/24/2025

Zions Credit Corporation dba Vectra Equipment Finance

Lender

By:

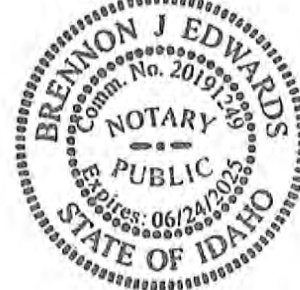
Authorized Signer

Title: Vice President

Address: 310 S. Main St, Ste 1300, Salt Lake City, UT 84101

Date:

Notary Stamp



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Master Loan No:	0016673
Master Loan Date:	August 4, 2020
Schedule No:	0016673001
Schedule Date:	August 4, 2020

PROMISSORY NOTE AND EQUIPMENT SCHEDULE (Progress Funding)

This Promissory Note and Equipment Schedule No. 0016673001, dated August 4, 2020 (hereafter "Loan" or "Schedule"), is entered into pursuant to, and incorporates by reference all of the terms and provisions of that certain Master Security and Loan Agreement No. 0016673 dated as of August 4, 2020 (the "Master Agreement"), by and between Zions Credit Corporation ("Lender"), a Utah corporation, with offices at 310 S. Main St, Ste 1300, Salt Lake City, Utah 84101 and Doral Academy of Idaho, Inc. ("Borrower"), with offices at 2511 W Cherry Ln, Meridian, ID 83642-1135.

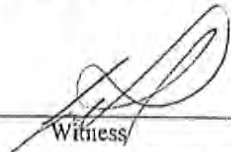
NOW, THEREFORE, Borrower by executing this Schedule hereby agrees as follows:

- 1. MASTER AGREEMENT.** The terms and conditions of the Master Agreement are by this reference incorporated herein as if fully set forth herein. All capitalized terms not otherwise defined in this Note shall have the same meanings set forth in the Master Agreement. Borrower hereby represents and warrants that no Event of Default (as that term is defined in the Master Agreement) exists under the Master Agreement and that no Event of Default will be caused by Borrower's execution of this Note. By its execution and delivery of this Note, Borrower hereby reaffirms all the representations, warranties, agreements and covenants contained in the Master Agreement as of the date hereof.
- 2. PROGRESS FUNDING.** The purpose of this Note is to finance certain equipment ("Equipment") for Borrower which may include deposits or progress payments required by vendor(s) of such Equipment. In the event any vendor requires deposits or progress payments during the term of this Note, Lender will disburse such funds as advances ("Advances") under this Note upon approval of Lender and authorization of Borrower provided the aggregate amount of such Advances does not exceed \$180,000.00. Borrower agrees to pay monthly payments of accrued interest as indicated in the paragraph below on all amounts advanced under this Note.
- 3. PROMISE TO PAY, TERMS.** Whether or not Borrower receives or accepts the Equipment, Borrower promises to pay the order of Lender monthly payments of accrued interest from the date of each Advance in lawful money of the United States of America, for a period of up to 5 months using an interest rate of 5.80% per annum based on a year of 360 days commencing , 2020 ("Commencement Date") and on the day of each consecutive month thereafter and a final payment on December 30, 2020 ("Maturity Date"). Unless Borrower executes and delivers to Lender a term-out Note or Lease in a form acceptable to Lender and provides Lender with a perfected security interest in or ownership of the Equipment prior to the Maturity Date of this Note, Borrower will pay this Note in one payment of all outstanding principal plus a 3% fee of all Advances, plus all accrued unpaid interest on the Maturity Date. All payments shall be made to PO Box 26536, Salt Lake City, Utah 84126-0536 or at such other locations Lender may designate.
- 4. TERM-OUT NOTE/LEASE.** On or before the Maturity Date of this Note, Borrower will either (i) pay to Lender all principal and accrued unpaid interest together with any other unpaid amounts under this Note, or (ii) provided there has been no Event(s) of Default, execute and deliver to Lender a separate term-out note or lease, in a form acceptable to Lender, the principal balance of which shall be the aggregate balance of all Advances under this Note. The terms of the term-out note or lease shall include, but shall not be limited to, 48 consecutive monthly payments in arrears plus a 5.00% balloon/residual payment. The payments of the term-out note or lease will be based on the 4 Year Libor rate in effect on the date of the term-out note or lease + 5.63% not to be less than 5.80%. In the event the term-out note or lease is not consummated on or before the Maturity Date for any reason, Lender shall not be obligated to make any further Advances under this Note.
- 5. GRANT OF SECURITY INTEREST; DESCRIPTION OF COLLATERAL AND LOCATION.** As more specifically set forth in the Master Agreement, for valuable consideration, during the term of this Note, in addition to the Equipment financed hereunder, Borrower hereby grants to Lender a security interest in all of Borrower's equipment whether now owned or hereafter acquired together with all present and future accessories, attachments, or improvements thereto and replacements or substitutions therefor and proceeds thereof.
- 6. WAIVER OF CLAIMS.** Borrower (i) represents that Borrower has no defenses to or setoffs against any indebtedness or other obligations owing to Lender or its affiliates (the "Obligations"), nor claims against Lender or its affiliates for any matter whatsoever, related or unrelated to the Obligations, and (ii) releases Lender and its affiliates from all claims, causes of action, and costs, in law or equity, existing as of the date of this Schedule, which Borrower has or may have by reason of any matter of any conceivable kind or character whatsoever, related or unrelated to the Obligations, including the subject matter of this Schedule and/or the Master Agreement.

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7. **INSERTS.** Borrower irrevocably authorizes Lender to insert the Commencement Date and Maturity Date on this Note.

By execution hereof, the signer hereby acknowledges receipt of a true copy of the Master Agreement and this Note, and certifies that signer has read the Master Agreement and Note, including the reverse side of all pages (if any), and that signer is duly authorized to execute this Note on behalf of the Borrower.

X 
Witness

Accepted this 5th day of this Aug, 2020.

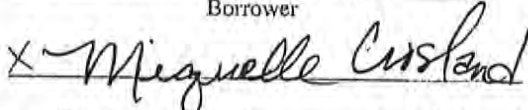
Zions Credit Corporation
Lender

By: _____
Norman Weldon
Title: Vice President

Executed this 5 day of August, 2020.

Doral Academy of Idaho, Inc.

Borrower

By: X 

Title: X Doral Board Chairman

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Lease/Loan No: 0016673
Lease/Loan Date: August 4, 2020

CONTINUING LIMITED LIABILITY COMPANY GUARANTEE

This Continuing Guarantee ("Guarantee") is made by the undersigned, Academica Nevada, LLC ("Guarantor"), to Zions Credit Corporation dba Vectra Equipment Finance ("ZCC"), a Utah corporation, having its principal office at 310 S. Main, Ste 1300, Salt Lake City, Utah, 84101 as an inducement to ZCC to enter into a Master Finance Lease or a Master Loan Agreement (hereafter "Master Agreement") number 0016673 dated August 4, 2020 between ZCC, as lender or lessor, and Doral Academy of Idaho, Inc., as borrower or lessee ("Company"). As part of the Master Agreement, Equipment Schedules or Promissory Notes may be executed contemporaneously with and/or subsequent to the execution of the Master Agreement. In addition, ZCC and Company may enter into additional master agreements with contemporaneous or subsequent Equipment Schedules, Progress Funding Agreements, Security Agreements, Promissory Notes, or other obligations. It is the intent of the parties that this Guarantee extend to all obligations, present and future arising from any and all Master Finance Leases, Master Loan Agreements, Equipment Schedules, Progress Funding Agreements, Security Agreements, Promissory Notes, or other obligations owed by Company to ZCC. For good and valuable consideration, receipt of which is hereby acknowledged, Guarantor, as a compensated guarantor, agrees as follows:

1. Guarantee. Guarantor absolutely and unconditionally, without limitation as to the amount of liability, guarantees and promises to perform, pay and discharge all Indebtedness of Company owed to ZCC. Guarantor agrees that the term Indebtedness is used in its most comprehensive sense and includes all of its present and future liabilities, obligations, and indebtedness to ZCC of whatever nature, including all principal, all accrued and accruing interest thereon, all rental or lease payments, all related fees, attorneys' fees, costs and expenses for which Company is obligated to ZCC, any and all future advances, and any and all extensions, renewals, accommodations, or modifications thereof, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or un-matured, voluntary or involuntary, regardless of amount, and any and all renewals, extensions, and modifications thereof (all of which individually and collectively are referred to as "Indebtedness").
2. Guarantee of Payment. This Guarantee is an absolute and unconditional guarantee of payment and not of collectability.
3. Guarantee Unconditional. The liability of Guarantor hereunder is not conditional or contingent upon the genuineness, validity, sufficiency, or enforceability of the Indebtedness or any instruments or agreements related thereto (collectively, "Agreements") or any security or collateral therefore (collectively, "Collateral" or "Equipment"). ZCC shall not be required to (i) proceed against the Company by suit or otherwise, (ii) foreclose upon, proceed against, liquidate, release, or exhaust any of the Agreements, Collateral, or Equipment, or (iii) exercise, pursue, or enforce any right or remedy ZCC may have against the Collateral, the Equipment, any other Guarantor (whether hereunder or under a separate instrument), any other party, or otherwise, prior to proceeding against Guarantor.
4. Agreement to Pay; Attorney's Fees. If Company fails to pay any Indebtedness promptly as the same becomes due, or otherwise fails to perform any obligation under any Agreement, Guarantor agrees to pay on demand the entire Indebtedness together with interest thereon as provided in any Agreements evidencing the Indebtedness, and all losses, costs, attorney's fees, and expenses which may be suffered by ZCC by reason of the Company's default or the default of Guarantor hereunder, specifically including, but without limitation, all attorney's fees and costs incurred by ZCC in pursuing collection of the Indebtedness from Company, and all attorney's fees and cost incurred by ZCC in enforcing this Guarantee. Additionally, Guarantor agrees to pay all expenses, including attorney's fees and legal expenses, incurred by ZCC in any bankruptcy proceedings of any type involving such Guarantor, the Company, the Indebtedness, or any Equipment or Collateral, including, without limitation, expenses incurred in modifying or lifting the automatic stay, determining adequate protection, use of cash collateral, use of or obtaining possession of the Equipment or Collateral, or relating to any plan of reorganization.
5. Waiver by Guarantor. Guarantor expressly and absolutely, without affecting the liability of Guarantor hereunder:
 - (a) Waives notice of acceptance by ZCC of this Guarantee, the offer of guarantee contemplated by this Guarantee, or any other notice which may be required relative to the acceptance of this Guarantee;
 - (b) Waives demand, protest, notice of dishonor, or nonpayment or presentment for payment of any Agreement, or other evidence of the Indebtedness;
 - (c) Waives notice of the failure of any party to pay to ZCC any indebtedness held by ZCC as collateral for any Indebtedness;
 - (d) Waives notice of any kind in bringing and prosecuting any action on any Agreement or other evidence of the Indebtedness, diligence in connection with the collection on any Agreement or other evidence of Indebtedness, the sale, exchange, compromise or other disposition of any Collateral, and the handling or re-leasing of any Equipment existing, or to exist, in connection therewith;
 - (e) Waives all offsets and counterclaims which Guarantor may at any time have against ZCC;
 - (f) Waives notice of transactions which have occurred under or relating to or affecting this Guarantee;
 - (g) Waives notice of any adverse change in Company's condition, financial or otherwise, or of any other fact which might materially increase Guarantor's risk, whether or not ZCC has knowledge of the same; and
 - (h) Waives any right to require ZCC to exhaust any Collateral for the Indebtedness, re-lease, or sell any Equipment, or to first proceed against any other person or property, including, without limitation, to the full extent permitted by law, any such rights arising from the Utah one-action rule, Utah Code 78-37-1, the Utah deficiency statute, Utah Code 57-1-19 et seq., or any other one-action rule or deficiency statute.

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6. Consent to ZCC's Acts. Guarantor hereby authorizes and consents to ZCC at any time and from time to time, without notice or further consent of Guarantor, doing the following and Guarantor agrees that the liability of Guarantor shall not be released, diminished, impaired, reduced, exonerated, or affected by:
- (a) The taking or accepting, or the failure by ZCC to take or accept, any other collateral or guarantee for the Indebtedness;
 - (b) The modification, extension, renewal, or consolidation of any Agreement or other evidence of the Indebtedness, to the granting of any other credit, execution of any other Agreement, and to the acceleration of maturity of the Indebtedness;
 - (c) Any complete or partial release, withdrawal, waiver, surrender, exchange, substitution, subordination, impairment, failure to perfect, loss, compromise, or other modification of any Equipment or Collateral now existing or which may be taken by ZCC in the future, or any other guarantee at any time existing in connection with the Indebtedness;
 - (d) The complete or partial release or substitution of Company, Guarantor or any other guarantors on the Indebtedness;
 - (e) Any renewal, extension, modification, acceleration, consolidation, adjustment, indulgence, forbearance, waiver, or compromise of the payment of any part or all of the Indebtedness, or any liability of Guarantor or any other party or any other guarantee therefor, or the performance of any covenant contained in any agreement had or to be had in connection with the Indebtedness, the Agreements or the Equipment or Collateral, either with or without notice to or consent of Guarantor;
 - (f) Any neglect, delay, omission, failure, or refusal of ZCC to take or prosecute any action for the collection of the Indebtedness or any part thereof, or for the enforcement of any provisions of any Agreements, or to re-lease, repossess, sell or exhaust, or take or prosecute any action in connection with any Equipment or Collateral now existing or created in the future, or any guarantee of the Indebtedness;
 - (g) Taking possession of, modifying, repairing, selling, or re-leasing any Equipment or Collateral;
 - (h) Acceptance of any partial payments on the Indebtedness and the application of such partial payments to part of the Indebtedness; or
 - (i) ZCC's exercising any and all rights and remedies available to ZCC by law, at equity or agreement, even if the exercise thereof may affect, modify, or eliminate Guarantor's right of subrogation against Company or any other party.
7. ZCC's Remedies. In the event ZCC obtains another guarantee for the Indebtedness or there is more than one Guarantor under this Guarantee, Guarantor agrees that ZCC, in its sole discretion, may (1) bring suit against Guarantor, and/or the guarantors under any other guarantee, or any of the Guarantors individually, for the Indebtedness, (2) compromise or settle with any one or more of Guarantors, and/or the guarantors under any other guarantee for such consideration as ZCC may deem proper, and (3) release one or more of Guarantor, and/or the guarantors under any other guarantee from liability. Guarantor also grants to ZCC a security interest in and right of setoff against all of Guarantor's accounts (whether checking, savings, or some other account) with ZCC or with any affiliate bank of ZCC ("Bank") to the extent permitted by applicable law, including all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future (excluding, however, any IRA or Keogh accounts, or any trust account for which setoff would be prohibited by law). Guarantor authorizes, to the extent permitted by applicable law, (a) ZCC to charge or setoff all or any sums owing on any Indebtedness against any and all such accounts, and (b) Bank, at ZCC's request, to administratively freeze all such accounts to allow ZCC to protect ZCC's charge and setoff rights provided in this paragraph. Guarantor further agrees that such action shall not impair or affect the rights of ZCC to collect the entire indebtedness from Guarantor pursuant to this Guarantee.
8. Application of Payments. Without affecting any obligation created hereby or hereunder, Guarantor grants to ZCC full power and authority, in its discretion and at any time and in such manner and on such terms as it deems fit, with or without notice to Guarantor, to apply any one or more payments by, or recoveries from Company or any guarantor, or any sums realized from the Equipment or Collateral in such manner and in such order of priority as ZCC deems fit, whether or not such obligation is due at the time of such application.
9. Term of Guarantee. This Guarantee shall remain in full force and effect until all Indebtedness has been fully paid. No termination of this Guarantee by Guarantor shall be effective. If Guarantor delivers to ZCC, and ZCC actually receives a written notice signed by Guarantor electing not to guarantee any new extensions of credit that may be granted by ZCC to Company after its receipt of such notice, such notice shall terminate the applicability of this Guarantee to any new Indebtedness created thereafter but such notice shall not affect the obligations of Guarantor hereunder as to any and all Indebtedness existing at the time such notice is received and as to any and all interest, attorney's fees, and other expenses owing or to become owing in relation to such existing Indebtedness.
10. **DISPUTE RESOLUTION PROVISION.** This Dispute Resolution Provision contains a jury waiver, a class action waiver, and an arbitration clause (or judicial reference agreement, as applicable), set out in four Sections. **READ IT CAREFULLY.**

SECTION 1. GENERAL PROVISIONS GOVERNING ALL DISPUTES.

- 1.1. **PRIOR DISPUTE RESOLUTION AGREEMENTS SUPERSEDED.** This Dispute Resolution Provision shall supersede and replace any prior "Jury Waiver", "Judicial Reference", "Class Action Waiver", "Arbitration", "Dispute Resolution", or similar alternative dispute agreement or provision between or among the parties.
- 1.2. **"DISPUTE" defined.** As used herein, the word "Dispute" includes, without limitation, any claim by either party against the other party related to this Master Agreement and any Equipment Schedule pursuant hereto. In addition, "Dispute" also includes any claim by either party against the other party regarding any other agreement or business relationship between any of them, whether or not related to the Lease or other subject matter of this Master Agreement. "Dispute" includes, but is not limited to, matters arising from or relating to a deposit account, an application for or denial of credit, warranties and representations made by a party, the adequacy of a party's disclosures, enforcement of any and all of the obligations a party hereto may have to another party, compliance with applicable laws and/or regulations, and performance or services provided

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under any agreement by a party, including without limitation disputes based on or arising from any alleged tort or matters involving the employees, officers, agents, affiliates, or assigns of a party hereto.

If a third party is a party to a Dispute (such as a credit reporting agency, merchant accepting a credit card, junior lienholder or title company), each party hereto agrees to consent to including that third party in any arbitration or judicial reference proceeding for resolving the Dispute with that party.

- 1.3. **JURY TRIAL WAIVER.** Each party waives their respective rights to a trial before a jury in connection with any Dispute, and all Disputes shall be resolved by a judge sitting without a jury. If a court determines that this jury trial waiver is not enforceable for any reason, then at any time prior to trial of the Dispute, but not later than 30 days after entry of the order determining this provision is unenforceable, any party shall be entitled to move the court for an order as applicable: (A) compelling arbitration and staying or dismissing such litigation pending arbitration ("Arbitration Order") under Section 2 hereof, or (B) staying such litigation and compelling judicial reference under Section 3 hereof.
- 1.4. **CLASS ACTION WAIVER.** If permitted by applicable law, each party waives the right to litigate in court or an arbitration proceeding any Dispute as a class action, either as a member of a class or as a representative, or to act as a private attorney general.
- 1.5. **SURVIVAL.** This Dispute Resolution Provision shall survive any termination, amendment or expiration of this Master Agreement, any Equipment Schedule, or any other relationship between the parties.

SECTION 2. ARBITRATION IF JURY WAIVER UNENFORCEABLE (EXCEPT CALIFORNIA). If (but only if) a state or federal court located outside the state of California determines for any reason that the jury trial waiver in this Dispute Resolution Provision is not enforceable with respect to a Dispute, then any party hereto may require that said Dispute be resolved by binding arbitration pursuant to this Section 2 before a single arbitrator. An arbitrator shall have no authority to determine matters (i) regarding the validity, enforceability, meaning, or scope of this Dispute Resolution Provision, or (ii) class action claims brought by either party as a class representative on behalf of others and claims by a class representative on either party's behalf as a class member, which matters may be determined only by a court without a jury. By agreeing to arbitrate a Dispute, each party gives up any right that party may have to a jury trial, as well as other rights that party would have in court that are not available or are more limited in arbitration, such as the rights to discovery and to appeal.

Arbitration shall be commenced by filing a petition with, and in accordance with the applicable arbitration rules of National Arbitration Forum ("NAF") or Judicial Arbitration and Mediation Service, Inc. ("JAMS") ("Administrator") as selected by the initiating party. However, if the parties agree, arbitration may be commenced by appointment of a licensed attorney who is selected by the parties and who agrees to conduct the arbitration without an Administrator. If NAF and JAMS both decline to administer arbitration of the Dispute, and if the parties are unable to mutually agree upon a licensed attorney to act as arbitrator with an Administrator, then either party may file a lawsuit (in a court of appropriate venue outside the state of California) and move for an Arbitration Order. The arbitrator, howsoever appointed, shall have expertise in the subject matter of the Dispute. Venue for the arbitration proceeding shall be at a location determined by mutual agreement of the parties or, if no agreement, in the city and state where ZCC or Bank is headquartered. The arbitrator shall apply the law of the state specified in the agreement giving rise to the Dispute.

After entry of an Arbitration Order, the non-moving party shall commence arbitration. The moving party shall, at its discretion, also be entitled to commence arbitration but is under no obligation to do so, and the moving party shall not in any way be adversely prejudiced by electing not to commence arbitration. The arbitrator: (i) will hear and rule on appropriate dispositive motions for judgment on the pleadings, for failure to state a claim, or for full or partial summary judgment; (ii) will render a decision and any award applying applicable law; (iii) will give effect to any limitations period in determining any Dispute or defense; (iv) shall enforce the doctrines of compulsory counterclaim, res judicata, and collateral estoppel, if applicable; (v) with regard to motions and the arbitration hearing, shall apply rules of evidence governing civil cases; and (vi) will apply the law of the state specified in the agreement giving rise to the Dispute. Filing of a petition for arbitration shall not prevent any party from (i) seeking and obtaining from a court of competent jurisdiction (notwithstanding ongoing arbitration) provisional or ancillary remedies including but not limited to injunctive relief, property preservation orders, foreclosure, eviction, attachment, replevin, garnishment, and/or the appointment of a receiver, (ii) pursuing non-judicial foreclosure, or (iii) availing itself of any self-help remedies such as setoff and repossession. The exercise of such rights shall not constitute a waiver of the right to submit any Dispute to arbitration.

Judgment upon an arbitration award may be entered in any court having jurisdiction except that, if the arbitration award exceeds \$4,000,000, any party shall be entitled to a de novo appeal of the award before a panel of three arbitrators. To allow for such appeal, if the award (including Administrator, arbitrator, and attorney's fees and costs) exceeds \$4,000,000, the arbitrator will issue a written, reasoned decision supporting the award, including a statement of authority and its application to the Dispute. A request for de novo appeal must be filed with the arbitrator within 30 days following the date of the arbitration award; if such a request is not made within that time period, the arbitration decision shall become final and binding. On appeal, the arbitrators shall review the award de novo, meaning that they shall reach their own findings of fact and conclusions of law rather than deferring in any manner to the original arbitrator. Appeal of an arbitration award shall be pursuant to the rules of the Administrator or, if the Administrator has no such rules, then the JAMS arbitration appellate rules shall apply.

Arbitration under this provision concerns a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* If the terms of this Section 2 vary from the Administrator's rules, this Section 2 shall control.

SECTION 3. JUDICIAL REFERENCE IF JURY WAIVER UNENFORCEABLE (CALIFORNIA ONLY). If (but only if) a Dispute is filed in a state or federal court located within the state of California, and said court determines for any reason that the jury trial waiver in this Dispute Resolution Provision is not enforceable with respect to that Dispute, then any party hereto may require that Dispute be resolved by judicial reference in accordance with California Code of Civil Procedure, Sections 638, *et seq.*, including without limitation

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whether the Dispute is subject to a judicial reference proceeding. By agreeing to resolve Disputes by judicial reference, each party is giving up any right that party may have to a jury trial. The referee shall be a retired judge, agreed upon by the parties, from either the American Arbitration Association (AAA) or Judicial Arbitration and Mediation Service, Inc. (JAMS). If the parties cannot agree on the referee, the party who initially selected the reference procedure shall request a panel of ten retired judges from either AAA or JAMS, and the court shall select the referee from that panel. (If AAA or JAMS are unavailable to provide this service, the court may select a referee by such other procedures as are used by that court.) The referee shall be appointed to sit with all of the powers provided by law, including the power to hear and determine any or all of the issues in the proceeding, whether of fact or of law, and to report a statement of decision. The parties agree that time is of the essence in conducting the judicial reference proceeding set forth herein. The costs of the judicial reference proceeding, including the fee for the court reporter, shall be borne equally by the parties as the costs are incurred, unless otherwise awarded by the referee. The referee shall hear all pre-trial and post-trial matters (including without limitation requests for equitable relief), prepare a statement of decision with written findings of fact and conclusions of law, and apportion costs as appropriate. The referee shall be empowered to enter equitable relief as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that are binding on the parties and rule on any motion that would be authorized in a trial, including without limitation motions for summary adjudication. Only for this Section 3, "Dispute" includes matters regarding the validity, enforceability, meaning, or scope of this Section, and (ii) class action claims brought by either party as a class representative on behalf of others and claims by a class representative on either party's behalf as a class member. Judgment upon the award shall be entered in the court in which such proceeding was commenced and all parties shall have full rights of appeal. This provision will not be deemed to limit or constrain Bank or ZCC's right of offset, to obtain provisional or ancillary remedies, to interplead funds in the event of a dispute, to exercise any security interest or lien Bank or ZCC may hold in property or to comply with legal process involving accounts or other property held by Bank or ZCC.

Nothing herein shall preclude a party from moving (prior to the court ordering judicial reference) to dismiss, stay or transfer the suit to a forum outside California on grounds that California is an improper, inconvenient or less suitable venue. If such motion is granted, this Section 3 shall not apply to any proceedings in the new forum.

This Section 3 may be invoked only with regard to Disputes filed in state or federal courts located in the State of California. In no event shall the provisions in this Section 3 diminish the force or effect of any venue selection or jurisdiction provision in this Agreement or any Related Document.

SECTION 4. RELIANCE. Each party (i) certifies that no one has represented to such party that the other party would not seek to enforce a jury waiver, class action waiver, arbitration provision or judicial reference provision in the event of suit, and (ii) acknowledges that it and the other party have been induced to enter into this Master Agreement and any Equipment Schedules by, among other things, material reliance upon the mutual waivers, agreements, and certifications in the four Sections of this DISPUTE RESOLUTION PROVISION.

11. Subrogation. Guarantor will not exercise any right of subrogation it may acquire, by any payment hereunder or otherwise, unless and until all Indebtedness has been paid in full. If any amount is paid to Guarantor on account of such right of subrogation while any Indebtedness remains unpaid, such amount will be paid forthwith to ZCC to be credited against the Indebtedness, whether matured or un-matured.
12. Cumulative Rights. The rights and remedies herein conferred are cumulative and not exclusive of any other rights or remedies and shall be in addition to every other right, power, and remedy herein specifically or hereafter existing at law, in equity, or by statute which ZCC might otherwise have and may be exercised from time to time and as often and in such order as may be deemed expedient by ZCC. No delay or omission by ZCC in the exercise of any such right, power, or remedy, or in the pursuance of any remedy shall impair any such right, power, or remedy, or be construed to be a waiver of any default or to be an acquiescence therein.
13. Governing Law. This Guarantee shall be governed by, and construed in accordance with, the laws of the State of Utah except as may be provided in Section 10.
14. Binding Effect and Authority. This Guarantee may be executed and delivered to ZCC prior to the consummation of the Agreements constituting the Indebtedness. This Guarantee shall nonetheless be considered a binding, enforceable Guarantee upon its execution and delivery to ZCC. Guarantor represents and warrants that (a) Guarantor has the full right, power and authority to enter into this Guarantee, (b) this Guarantee has been duly authorized by Guarantor and constitutes the valid, legal, and binding obligation of Guarantor and is enforceable in accordance with its terms, (c) Guarantor is duly organized, validly existing, and in good standing under the laws of the state of its organization and in all jurisdictions where Guarantor does business, and (d) Guarantor has all requisite power and authority to conduct its business, to own and lease its properties and to enter into and perform all of its obligations under this Guarantee.
15. Severability and Interpretation. Each provision of this Guarantee is intended to be severable. Any provision of this Guarantee which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. All references in this Guarantee to the singular shall be deemed to include the plural when the context so requires, and vice versa. References in the collective or conjunctive shall also include the disjunctive unless the context otherwise clearly requires a different interpretation. All references shall include the masculine, feminine, and neuter when the context so requires.
16. Continuing Guarantee. All agreements, representations, warranties, and covenants made herein by Guarantor shall survive the execution and delivery of this Guarantee and shall continue in effect so long as the Indebtedness or any portion thereof is outstanding and unpaid, notwithstanding any termination of the Guarantee. All agreements, representations, warranties, and covenants made herein by Guarantor shall survive any bankruptcy proceedings. This Guarantee shall bind the party making the same, and its successors, assigns, heirs, executors, and personal representatives. The death, insolvency, bankruptcy, disability, or lack of corporate power of Company, Guarantor, or any party at any time which is liable for the payment of any part or all of any Indebtedness will not affect this Guarantee.
17. Joint and Several Liability. If Guarantor consists of more than one party, the liability of such parties hereunder shall be joint and several. All of the agreements, obligations, representations, and warranties contained herein shall apply to each Guarantor.

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18. Jurisdiction of Utah Courts. Guarantor acknowledges that by execution and delivery of this Guarantee, Guarantor has transacted business in the State of Utah and Guarantor hereby voluntarily submits to the exclusive jurisdiction of courts located in the State of Utah as to all matters relating to or arising from the Guarantee or to arbitration in Salt Lake City as provided in Section 10.
19. Captions. The captions or headings in this Guarantee are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Guarantee.
20. Statements. Guarantor will furnish ZCC within 90 days after the close of each calendar year, a balance sheet and income statement as of the end of each calendar year. Guarantor will furnish federal tax returns together with requested supporting tax return information within 15 days of filing. Additionally, Guarantor agrees to furnish ZCC with such other information respecting the financial condition of Guarantor as ZCC may from time to time reasonably request.
21. Entire Agreement. This Guarantee constitutes the entire agreement between ZCC and Guarantor, constitutes all representations, express or implied, between ZCC and Guarantor and may not be altered, amended, or modified except in writing signed by ZCC and Guarantor. All prior and contemporaneous agreements and representations, express or implied, are merged herein.
22. Voidable Transfers. If any of the payments of money or transfers of property made to ZCC by Company, Guarantor, or any other guarantor, in payment of Indebtedness or otherwise should for any reason be declared to be fraudulent, preferential or voidable within the meaning of any state or federal law relating to fraudulent conveyances or preferential transfers, or otherwise become voidable or recoverable under the Bankruptcy Code or any other federal or state law, in whole or in part, for any reason (hereinafter collectively called "Voidable Transfers") and ZCC is required to repay or restore any such Voidable Transfers, or any portion thereof, then, as to any such Voidable Transfer or the amount repaid or restored (including all costs, expenses and attorneys' fees of ZCC related thereto), the liability of Guarantor and all security interests and liens, if any, granted specifically as security for this Guarantee, shall automatically be revived, reinstated and restored as though such Voidable Transfer had never been made to ZCC. Nothing herein is an admission by any party that any such Voidable Transfer has occurred and all parties believe that no such Voidable Transfer exists.
23. Assignment. This Guarantee is assignable to anyone for any or all of the Indebtedness which it guarantees, and when so assigned, Guarantor shall be bound as above to transferees.
24. Consideration/Reliance. It is agreed and understood by Guarantor that any and all Indebtedness of Company was agreed to and extended by ZCC to Company in reliance upon this Guarantee, and that Guarantor will notify ZCC in writing in the event of any change in Guarantor's financial statements. Guarantor acknowledges that the extension of credit by ZCC to Company and the execution of this Guarantee has or will result in a receipt by Guarantor of reasonably equivalent value.
25. Authorization to Obtain Information. Guarantor authorizes ZCC to obtain credit information about Guarantor from any source, including any credit reporting information, at any time ZCC, in its sole discretion, deems it necessary or appropriate in order to determine Guarantor's financial condition for the Indebtedness guaranteed hereunder.

[Remainder of page intentionally left blank; Signature page follows]

Appendix H9 - Sample Vectra Lease

Academica Nevada, LLC
Guarantor
By: X [Signature]
Title: X COO
Print Name: X Ryan J. Reeves
Date: X August 5, 2020

CERTIFICATE OF LIMITED LIABILITY COMPANY

The undersigned, being the managing member of Academica Nevada, LLC, a limited liability company ("Company") organized under the laws of the State of Nevada, certify that this Company enter into the foregoing Guarantee Agreement with Zions Credit Corporation ("Lessor"). The above signatory person(s) are hereby authorized and empowered to execute and deliver any and all guarantee agreements, and documents of whatever kind to Lessor for all such leases, upon such terms, including amount and time of payment, as may be agreed upon with Lessor and to renew or agree to extensions of the same as well as to pledge part or all of the assets of this Company, and to mortgage part or all of its property as security for such leases.

X IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of this Company to be hereunto affixed on this ____ day of _____, 2020.

X [Signature]
Managing Member

Appendix H9 - Sample Vectra Lease

Lease No: 0016673
Lease Date: August 4, 2020

COVENANT AGREEMENT (Lease)

This Covenant Agreement is executed by and between Doral Academy of Idaho, Inc. ("Lessee") and Zions Credit Corporation dba Vectra Equipment Finance, ("Lessor").

WHEREAS Lessor has agreed to enter into a Master Finance Lease Agreement No. 0016673 and all schedules attached thereto ("Lease") with Lessee for equipment to be used in Lessee's business; and

WHEREAS, Lessor, as a condition to entering into the Lease, has requested assurance from Lessee that Lessee has and will maintain sufficient resources to meet its obligations to Lessor; and

WHEREAS, Lessee is willing to provide such assurances to Lessor upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for value received, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. During the term of the Lease, Lessee will maintain a Fixed Charge Coverage Ratio (FCCR) of not less than 1.10 to 1.00. FCCR is defined as the sum of net income plus depreciation plus amortization plus interest expense plus noncash expenses divided by interest plus rent expense plus the prior period's current portion of long term debt plus the prior period's current portion of lease obligations. The ratio will be tested annually based on audited financial statements.
2. During the term of said Lease, the management fees paid by Lessee to Academica Nevada, LLC shall be subordinate to lease payments due to Lessor.
3. Lessee will provide Certified Public Accountant audited annual financial statements within one hundred eighty (180) days of fiscal year end.
4. Lessee will provide a copy of the annual enrollment and wait list annually to Lessor.
5. Lessee acknowledges and agrees that Lessee's failure to comply with the terms of this Agreement shall constitute an event of default in accordance with Paragraph 15 of Lease.
6. In the event of any conflict between this Agreement and the Lease, this Agreement shall control. Accounting terms utilized in this agreement shall be determined in accordance with generally accepted accounting principles consistently applied.

2020.

IN WITNESS WHEREOF, the parties have executed this Agreement this 5 day of August

Zions Credit Corporation dba Vectra
Equipment Finance
Lessor

Doral Academy of Idaho, Inc.
Lessee

By: _____
Authorized Signer

By: X Miguelle Croston

Title: Vice President

Title: X Doral Board Chairman

Appendix H9 - Sample Vectra Lease

Lease No: 0016673
Lease Date: August 4, 2020
Schedule No: 0016673001
Schedule Date: August 4, 2020

INSURANCE INFORMATION (Lease)

1. Please provide the following information for your insurance agent:

Name of Insurance Agency: Distinctive Insurance Inc.

Contact Person for Certificate: Itilya Lang

Address: 8375 W Flamingo Rd Ste 102

Las Vegas, NV 89147

Telephone: 702-396-4844

Email: itilya@distinctive.net

Fax: 702-396-4832

2. Please provide the attached Insurance Requirements list to your agent.

Doral Academy of Idaho, Inc.

Lessee

By: X *Miguelles Croglund*

Title: X *Doral Board Chairman*

Appendix H9 - Sample Vectra Lease

Lease No: 0016673
Lease Date: August 4, 2020
Schedule No: 0016673001
Schedule Date: August 4, 2020
Doral Academy of
Insured: Idaho, Inc.

→ PLEASE SEND THIS TO YOUR INSURANCE AGENT

INSURANCE and CERTIFICATE REQUIREMENTS (Equipment Lease)

1. Agent or Insurance Company to fax (888) 326-5073, e-mail, or mail certificate(s) of insurance to the following:

Zions Credit Corporation
PO Box 3954
Salt Lake City, UT 84110
2. Certificate(s) must include the following:
 - a. Insured's name exactly as listed above.
 - b. Schedule Number as listed above.
 - c. 30 day notice of cancellation with 10 day notice for non-payment.
 - d. "Zions Credit Corporation" to be shown and added to the policy as Lender's Loss Payable regarding property coverage, AND Additional Insured regarding liability coverage.
 - e. Equipment description.
 - f. Property/Physical damage coverage with limits shown. Deductibles to be no greater than 5% of the equipment's value.
 - g. General Liability coverage with minimum limit of \$1,000,000.
3. Contact DENISE, (801) 844-7364, denise.hughes@zionsbancorp.com with any questions. Please send all future renewal certificates to zccinsurance@zionsbancorp.com.
4. Equipment:

Equipment Description:	COMPUTER EQUIPMENT FURNITURE AND OTHER SCHOOL MATERIALS
Equipment Cost:	\$180,000.00
Equipment Location Address:	2511 W Cherry Ln, Meridian, ID 83642-1135

Appendix H9 - Sample Vectra Lease



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Distinctive Insurance, an Alera Group 8375 W Flamingo Rd Suite 102 Las Vegas NV 89147		CONTACT NAME: Dianne Fernandes PHONE (A/C, No, Ext): (702) 396-4844 FAX (A/C, No): (702) 396-4832 E-MAIL ADDRESS: dianne@distinctive.net	
INSURED Doral Academy of Idaho, Inc 6630 Surrey Street Las Vegas NV 89119		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Co NAIC # 18058 INSURER B: Hartford Ins. Co. of the Midwest 37478 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL208607822

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		PHPK2018966	8/1/2020	8/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☐ NON-OWNED AUTOS			PHPK2018966	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined single \$ 1,000,000
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			PHUB688122	8/1/2020	8/1/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	53WECAG2054	5/18/2020	5/18/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Directors & Officers Liab. Educators Legal Liab., EPLI			PHPK2165808	8/1/2020	8/1/2021	Each Claim & Aggregate \$15,000,000 Deductible Each Claim \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Computer Equipment Furniture and Other School Materials; Value \$180,000

Equipment Location: 2511 W Cherry Ln, Meridian, ID 83642-1135

The certificate holder listed is included as additional insured and loss payee. 30 day notice will be given for cancellation and 10 day notice for non-payment

CERTIFICATE HOLDER

CANCELLATION

zccinsurance@zionsbancorp.com

Zion Credit Corporation
 PO Box 3954
 Salt Lake City, UT 84110

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Vance Jolley/ABROWN

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Appendix H9 - Sample Vectra Lease

Lease No: 0016673
Schedule No: 0016673001

PAY PROCEEDS AUTHORIZATION

TO: ZIONS CREDIT CORPORATION
PO Box 3954
Salt Lake City, Utah 84110-3954

You are hereby irrevocably authorized and directed to deliver the Lease funds, as evidenced by our Progress Funding Agreement dated August 4, 2020, to the following in the amounts specified:

Pay Proceeds To:

Name:
Address:
Amount:

Doral Academy of Idaho, Inc.
Borrower

By: Miguelle Crosland
Title: Doral Board Chairman
Date: August 5, 2020

Appendix H9 - Sample Vectra Lease

Customer No: 0016673

CORPORATE RESOLUTION TO LEASE

Corporation: DORAL ACADEMY OF IDAHO, INC.
2511 W Cherry Ln
Meridian, ID 83642-1135

Lessor: ZIONS CREDIT CORPORATION
310 S Main St, Ste 1300
Salt Lake City, UT 84101

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE CORPORATION'S EXISTENCE. The complete and correct name of the Corporation is Doral Academy of Idaho, Inc. ("Corporation"). The Corporation is a Corporation for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the state of Nevada. The Corporation is duly authorized to transact business in all other states in which the Corporation is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Corporation is doing business. Specifically, the Corporation is, and at all times shall be, duly qualified as a foreign Corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Corporation has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Corporation maintains an office at 1150 Silent Sparrow Dr, Sparks, Nevada 89441-5901. Unless the Corporation has designated otherwise in writing, the principal office is the office at which the Corporation keeps its books and records. The Corporation will notify Lessor prior to any change in the location of the Corporation's state of organization or any change in the Corporation's name. The Corporation shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Corporation and the Corporation's business activities.

RESOLUTIONS ADOPTED. At a meeting of the directors of the Corporation, duly called and held on _____, 2020, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

OFFICER. The following named person(s) is/are officer(s) of the Corporation:

NAMES	TITLES	AUTHORIZED	ACTUAL SIGNATURES
X <u>Miguelles Crosland</u>	<u>Doral Board Chair</u>	<u>X</u>	<u>Miguelles Crosland</u>

ACTIONS AUTHORIZED. Any one of the authorized persons listed above may enter into any agreements of any nature with Lessor, and those agreements will bind the Corporation. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Corporation:

Lease. To lease, as a lessee or otherwise, from time to time from Lessor, or enter into other financing agreements with Lessor on such terms as may be agreed upon between the Corporation and Lessor, such sum or sums of money without limitation.

Execute Master Finance Lease, Equipment Schedules and Related Lease Documents. To execute and deliver to Lessor a Master Finance Lease, Equipment Schedules, and other related lease documents, or other evidence of the Corporation's credit obligations, on Lessor's forms, at on such terms as may be agreed upon, or any of the Corporation's indebtedness to Lessor, and also to execute and deliver to Lessor one or more renewals, extensions, modifications, consolidations, or substitutions for one or more of the leases, or any other evidence of credit accommodations.

Grant Security. Whether on a precautionary basis or otherwise, to mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and any property subject to a Master Finance Lease, or any property now or hereafter belonging to the Corporation or in which the Corporation now or hereafter may have an interest, as security for the payment of any such leases or credit accommodations. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such leases are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lessor the forms of pledge agreement, hypothecation agreement, and Master Finance Lease, Equipment Schedules or other security agreements and financing statements which Lessor may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lessor any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lessor may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

ASSUMED BUSINESS NAMES. The Corporation has filed or recorded all documents or filings required by law relating to all assumed business names used by the Corporation. Excluding the name of the Corporation, the following is a complete list of all assumed business names under which the Corporation does business:

NOTICES TO LESSOR. The Corporation will promptly notify Lessor in writing at Lessor's address shown above (or such other addresses as Lessor may designate from time to time) prior to any (A) change in the Corporation's name; (B) change in the Corporation's assumed business name(s); (C) change in the management of the Corporation; (D) change in the authorized signer(s); (E) change in the Corporation's principal office address; (F) change in the Corporation's state of organization; (G) conversion of the Corporation to a new or different type of business entity; or (H) change in any other aspect of the Corporation that directly or indirectly relates to any agreements between the Corporation and Lessor. No change in the Corporation's name or state of organization will take effect until after Lessor has received notice.

CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS. The officer(s) named above is/are duly elected, appointed, or employed by or for the Corporation, as the case may be and occupies the position set opposite his or her respective name. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

NO CORPORATE SEAL. The Corporation has no corporate seal, and therefore, no seal is affixed to this Resolution.

Appendix H9 - Sample Vectra Lease

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lessor may rely on it until written notice of its revocation shall have been delivered to and received by Lessor at Lessor's address shown above (or such addresses as Lessor may designate from time to time). Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signature set opposite the name listed above is his or her genuine signature.

We each have read all the provisions of this Resolution, and we each personally and on behalf of the Corporation certify that all statements and representations made in this Resolution are true and correct. This Corporate Resolution to Lease is dated August, 2020.

CERTIFIED TO AND ATTESTED BY:

By: X [Signature]

Name: X Kenneth Archer

Title: X Board Secretary

Appendix H9 - Sample Vectra Lease

IDAHO
State Tax Commission

Form ST-101 Sales Tax Resale or Exemption Certificate

Buyer's Name Doral Academy of Idaho			Seller's Name		
Address 2511 W. Cherry Lane			Address		
City Meridian	State ID	ZIP Code 83642	City	State	ZIP Code

Seller: Each exemption a customer may claim on this form has special rules (see instructions). It's your responsibility to learn the rules. You must charge tax to customers on goods that don't qualify for a claimed exemption and are taxable by law.

Buyer: Complete the section that applies to you.

- 1. Buying for Resale.** I will sell, rent, or lease the goods I am buying in the regular course of my business.
- a. Primary nature of business _____ Describe the products you sell, lease, or rent _____
- b. Check the box that applies: ☐ Idaho registered retailer; seller's permit number _____ (required - see instructions)
- ☐ Wholesale only; no retail sales ☐ Out-of-state retailer; no Idaho business presence
- ☐ Idaho registered prepaid wireless service seller; E911 fee permit number _____ (required - see instructions)

- 2. Producer Exemptions** (see instructions). I will put the goods purchased to an exempt use in the business indicated below.

- ☐ Broadcasting ☐ Production Exemption (check all that apply):
- ☐ Logging ☐ Fabricating ☐ Hunting or Fishing ☐ Manufacturing ☐ Processing
- ☐ Publishing Free Newspapers ☐ Farming ☐ Operation ☐ Mining ☐ Ranching

List the products you produce: _____

- 3. Exempt Buyer.** All purchases are exempt, and no permit number is required. Check the box that applies.

- | | | | |
|--|---|--|---|
| ☐ Advocates for Survivors of Domestic Violence and Sexual Assault, Inc. | ☐ Blind Services Foundation, Inc. | ☐ Emergency Medical Service Agency (nonprofit only) | ☐ Museum (nonprofit only) |
| ☐ American Indian Tribe | ☐ Canal Company (nonprofit only) | ☐ Forest Protective Association | ☐ Qualifying Health Organization (see instructions for list) |
| ☐ American Red Cross | ☐ Centers for Independent Living | ☐ Government Entity (U.S./Idaho) | ☒ School (nonprofit only) |
| ☐ Amtrak | ☐ Children's Free Dental Service Clinic (nonprofit only) | ☐ Hospital (nonprofit only) | ☐ Senior Citizen Center |
| | ☐ Credit Union (state/federal) | ☐ Idaho Foodbank Warehouse, Inc. | ☐ Volunteer Fire Department |

- 4. Contractor Exemptions** (see instructions).

- a. Invoice, purchase order, or job number to which this claim applies _____
- b. City and state where job is located _____
- c. Project owner name _____
- d. This exempt project is (check appropriate box)
- ☐ In a nontaxing state (To qualify, materials must become part of the real property)
- ☐ An agricultural irrigation project
- ☐ For production equipment owned by a producer who qualifies for the production exemption

- 5. Other Exempt Goods and Buyers** (see instructions).

- | | |
|--|---|
| ☐ Aerial tramway component or snowmaking/grooming equipment | ☐ Heating fuel |
| ☐ Aircraft (fixed-wing) primarily used as an air tactical group supervisor platform | ☐ Irrigation equipment and supplies used for agriculture |
| ☐ Aircraft primarily used to transport passengers or freight for hire | ☐ Livestock sold at a public livestock market |
| ☐ Aircraft purchased by nonresident for out-of-state use | ☐ Medical items that qualify |
| ☐ American Indian buyer holding Tribal ID No. _____ | ☐ Pollution control items |
| This form doesn't apply to vehicles or boats (see instructions) | ☐ Research and development goods |
| ☐ Church buying goods for food bank or to sell meals to members | ☐ Other goods or entity exempt by law under the following statute (required) _____ |
| ☐ Food bank or soup kitchen buying food or food service goods | |

By signing this form, I certify that the statements I made on this form are true and correct. I know that submitting false information can result in criminal and civil penalties.

Buyer's Signature 	Buyer's Name (please print) Ryan Reeves	Title Chief Operating Officer
Buyer's Federal EIN or Driver's License Number and State of Issue 84-2149691		Date 6/15/2020



Appendix H9 - Sample Vectra Lease

STATE OF IDAHO
CONTROLLER'S OFFICE

Idaho State Controller's Office
P.O. Box 83720
Boise, ID 83720-0011
dsahelp@scs.idaho.gov

Agency Use Only

Agency number: _____
Contact name: _____
Contact phone: _____

Combined Substitute W-9/Direct Deposit/Remittance Advice Authorization Form (rev. 03/2020)

Part I - Substitute W-9 Tax Identification (Always required) Please see the Instructions - Part I.

Name (as shown on your income tax return). Name is required on this line. Do not leave this line blank.

DORAL ACADEMY OF IDAHO, INC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification; check only one of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership): _____
Note. For a single-member LLC that is disregarded, do not check LLC. Check the appropriate box above for the tax classification of the single-member owner.

☐ Other: _____

Exemptions (codes apply only to certain entities, not individuals):
Exempt Payee Code (if any)
501C3

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

Address (number, street, and apt. or suite no.)

6630 SURREY STREET

City, state, and ZIP code

LAS VEGAS, NV 89119

Taxpayer Identification Number

Social Security Number

or

Employer Identification Number

84 - 2149691

Phone: (702) 431-6260

E-mail: JULIANNA.TURLEY@DORALIDAHO.ORG

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U. S. citizen or other U. S. person; and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Person completing this form: Miquelle Crosland

Title: Doral Idaho Board Chairman

Signature: Miquelle Crosland

Date: Jun 22, 2020

Part II - Direct Deposit Authorization (Optional) Please see the Instructions - Part II.

Request type:	New Change ☒	Cancel ☐	Account Type:	☒ C - Checking Account	If changing account numbers or canceling direct deposit, please provide the account number you are changing from or cancelling deposit to: _____
	☐	☐		☐ S - Savings Account	

Accountholder Name/Title (Title required if company account)

DORAL ACADEMY OF IDAHO

I hereby authorize and request the Idaho State Controller's Office (SCO) and the Idaho State Treasurers Office (STO) to initiate credit entries for vendor payments to the account indicated above. I agree to abide by the National Automated Clearing House (NACHA) rules with regard to these entries. Pursuant to the NACHA rules, the SCO and STO may initiate a reversing entry to recall a duplicate or erroneous entry that they previously initiated. This authority will continue until such time as SCO and STO have had a reasonable opportunity to act upon written notice to terminate or change the direct deposit service initiated herein.

I acknowledge that electronic payments to the designated account must comply with the provisions of U.S. law, as well as the requirements of the Office of Foreign Assets Control (OFAC). I affirm that, regarding electronic payments the State of Idaho may remit to the financial institution for credit to the account that I have designated, the entire payment amount is not subject to being transferred to a foreign bank account.

Signature of Authorized signer on account

Print Name Here

Miquelle Crosland

Sign and Date Here

Miquelle Crosland
Exp. 10/15/2020

Part III - Remittance Advice on the Web (Required if opting for Direct Deposit.) Please see the Instructions - Part III.

I want to view my remittance advices on the Web. (Check one.)	Yes-One	Get payment information for <u>this location only</u> by using the State Controller's Office Vendor Remittance Advice Application.
	Yes-All	Get payment information for <u>all of your locations</u> by using the State Controller's Office Vendor Remittance Advice Application.

Appendix H9 - Sample Vectra Lease

DORAL ACADEMY OF IDAHO
FINANCE AMOUNT: \$134,922.97
MONTHLY PAYMENT: \$2940.25
RESIDUAL: \$6,746.15 (5%)

SCHEDULE 002

Master Finance Lease No: 0016672
Master Finance Lease Date: August 4, 2020
Schedule No: 0016673002
Schedule Date: December 15, 2020

(T)

EQUIPMENT SCHEDULE

Zions Credit Corporation dba Vectra Equipment Finance (hereinafter "Lessor"), a Utah corporation, with offices at 310 S. Main, Ste 1300, Salt Lake City, Utah 84101 and Doral Academy of Idaho, Inc. (hereinafter "Lessee"), a Idaho corporation, with offices at 2511 W. Cherry Ln. Meridian, Idaho 83642-1135 have entered into a Master Finance Lease No. 0016672, dated August 4, 2020 (the "Master Agreement") pursuant to which Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, the equipment described in one or more Equipment Schedules to the Lease. All capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Master Agreement.

NOW, THEREFORE, Lessee by executing this Equipment Schedule and Lessor by accepting it hereby agree as follows:

1. **Master Agreement.** The terms and conditions of the Master Agreement are by this reference incorporated herein as if fully set forth herein and together with the terms and conditions hereof, and of all schedules, riders, addenda, exhibits and or certificates that are attached or refer to this Equipment Schedule, constitute a single and severable agreement of lease (this "Lease"). Lessee hereby represents and warrants that no Event of Default exists under the Master Agreement and that no Event of Default will be caused by Lessee's execution of this Equipment Schedule.
2. **Equipment.** The Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in the attached Schedule "A" ("Equipment") upon the terms and conditions of the Lease except as expressly provided herein.
3. **Rent.** Lessee shall pay all rents to Lessor at the office of Lessor in Salt Lake City, Utah or at such other place as Lessor may hereafter designate. Rent payments are due monthly (unless otherwise indicated on an attached payment schedule) commencing Jan 23, 2020, and subsequently on the same day of each month thereafter for a period of 48 months (the "Lease Term"). 0 rentals of \$0.00 (representing the first and last 0 months payments) are due at the time of signing this Equipment Schedule. The rental amount is as follows:

Rent:	\$2,940.05
Use Tax (0.00%):	\$ 0.00
TOTAL RENT:	\$2,940.05

(or applicable rate at time rental is due)

4. **Lease Term.** The term of this Lease with respect to the Equipment described herein commences on Dec 23, 2020, and unless earlier terminated in accordance with the provisions of the Lease, expires on Dec 23, 2024.
5. **Sales/Use Tax.** Sales/Use tax has been added to the rent amount as indicated in paragraph 3 unless Lessee has previously provided to Lessor an authorized sales/use tax exemption certificate, or unless sales tax has previously been paid to seller or to the taxing authority where the equipment is located. If, after the commencement of the Lease, it is determined that Lessee is sales/use tax exempt, Lessee shall forward an authorized sales/use tax exemption certificate to Lessor. Upon receipt of such exemption certificate, Lessor shall cease to bill sales/use tax on the rent amounts but shall be under no obligation to pay or request sales/use tax refunds on behalf of Lessee for amounts previously paid. Notwithstanding anything stated in this paragraph, if it is determined at any time that a Sales/Use or any other tax is due and owing on the Equipment or Lease by either Lessor and Lessee, all such taxes regardless of when assessed or levied, and any interest and penalties related thereto, shall be and remain the sole obligation and responsibility of Lessee.
6. **Property Taxes.** Lessor is the owner of the Equipment. With the exception of titled vehicles, Lessor will declare the Equipment with the taxing authorities, obtain and pay the tax bill, and then invoice Lessee for the property taxes. At Lease termination, Lessor will estimate the current year's unbilled property tax and include the amount in any termination quotes and invoices. If Lessee believes any of the Equipment is property tax exempt, Lessee must inform Lessor prior to commencing the Lease.
7. **Inserts.** Lessee irrevocably authorizes Lessor to insert the commencement and expiration date of the Lease term and the commencement date of the Lease payments on this Equipment Schedule and the serial number(s) of the Equipment on the attached Schedule "A".
8. **Representation of Lessee.** Lessor and Lessee agree that this Equipment Schedule is a "Finance Lease" as such term is defined by the Uniform Commercial Code Article 2A, in that (i) Lessee has selected the Equipment in its sole discretion, (ii) Lessor has acquired the Equipment solely for the purpose of leasing it to Lessee under this Equipment Schedule, and (iii) Lessee has received a copy of the contract evidencing Lessor's purchase of the Property Equipment.

Executed this 18 day of Dec, 2020.

Doral Academy of Idaho, Inc.
Lessee

X David Litster
Witness

By: X [Signature]
Title: X Vice Chairman

Doral Academy of Idaho
Board of Directors

Accepted this 23 day of Dec, 2020.

Zions Credit Corporation dba Vectra Equipment Finance
Lessor

By: [Signature]
Authorized Signer
Title: Vice President

Appendix H9 - Sample Vectra Lease

Master Finance Lease No: 0016672
 Master Finance Lease Date: August 4, 2020
 Schedule No: 0016673002
 Schedule Date: December 15, 2020

(T)

EQUIPMENT SCHEDULE

Zions Credit Corporation dba Vectra Equipment Finance (hereinafter "Lessor"), a Utah corporation, with offices at 310 S. Main, Ste 1300, Salt Lake City, Utah 84101 and Doral Academy of Idaho, Inc. (hereinafter "Lessee"), a Idaho corporation, with offices at 2511 W Cherry Ln, Meridian, Idaho 83642-1135 have entered into a Master Finance Lease No. 0016672, dated August 4, 2020 (the "Master Agreement") pursuant to which Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, the equipment described in one or more Equipment Schedules to the Lease. All capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Master Agreement.

NOW, THEREFORE, Lessee by executing this Equipment Schedule and Lessor by accepting it hereby agree as follows:

- Master Agreement.** The terms and conditions of the Master Agreement are by this reference incorporated herein as if fully set forth herein and together with the terms and conditions hereof, and of all schedules, riders, addenda, exhibits and or certificates that are attached or refer to this Equipment Schedule, constitute a single and severable agreement of lease (this "Lease"). Lessee hereby represents and warrants that no Event of Default exists under the Master Agreement and that no Event of Default will be caused by Lessee's execution of this Equipment Schedule.
- Equipment.** The Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in the attached Schedule "A" ("Equipment") upon the terms and conditions of the Lease except as expressly provided herein.
- Rent.** Lessee shall pay all rents to Lessor at the office of Lessor in Salt Lake City, Utah or at such other place as Lessor may hereafter designate. Rent payments are due monthly (unless otherwise indicated on an attached payment schedule) commencing 2020, and subsequently on the same day of each month thereafter for a period of 48 months (the "Lease Term"). 0 rentals of \$0.00 (representing the first and last 0 months payments) are due at the time of signing this Equipment Schedule. The rental amount is as follows:

Rent:	\$2,940.05
Use Tax (0.00%):	\$ 0.00
TOTAL RENT:	\$2,940.05

(or applicable rate at time rental is due)

- Lease Term.** The term of this Lease with respect to the Equipment described herein commences on 2020, and unless earlier terminated in accordance with the provisions of the Lease, expires on 2024.
- Sales/Use Tax.** Sales/Use tax has been added to the rent amount as indicated in paragraph 3 unless Lessee has previously provided to Lessor an authorized sales/use tax exemption certificate, or unless sales tax has previously been paid to seller or to the taxing authority where the equipment is located. If, after the commencement of the Lease, it is determined that Lessee is sales/use tax exempt, Lessee shall forward an authorized sales/use tax exemption certificate to Lessor. Upon receipt of such exemption certificate, Lessor shall cease to bill sales/use tax on the rent amounts but shall be under no obligation to pay or request sales/use tax refunds on behalf of Lessee for amounts previously paid. Notwithstanding anything stated in this paragraph, if it is determined at any time that a Sales/Use or any other tax is due and owing on the Equipment or Lease by either Lessor and Lessee, all such taxes regardless of when assessed or levied, and any interest and penalties related thereto, shall be and remain the sole obligation and responsibility of Lessee.
- Property Taxes.** Lessor is the owner of the Equipment. With the exception of titled vehicles, Lessor will declare the Equipment with the taxing authorities, obtain and pay the tax bill, and then invoice Lessee for the property taxes. At Lease termination, Lessor will estimate the current year's unbilled property tax and include the amount in any termination quotes and invoices. If Lessee believes any of the Equipment is property tax exempt, Lessee must inform Lessor prior to commencing the Lease.
- Inserts.** Lessee irrevocably authorizes Lessor to insert the commencement and expiration date of the Lease term and the commencement date of the Lease payments on this Equipment Schedule and the serial number(s) of the Equipment on the attached Schedule "A".
- Representation of Lessee.** Lessor and Lessee agree that this Equipment Schedule is a "Finance Lease" as such term is defined by the Uniform Commercial Code Article 2A, in that (i) Lessee has selected the Equipment in its sole discretion, (ii) Lessor has acquired the Equipment solely for the purpose of leasing it to Lessee under this Equipment Schedule, and (iii) Lessee has received a copy of the contract evidencing Lessor's purchase of the Property Equipment.

Executed this 18 day of DEC, 2020.

Doral Academy of Idaho, Inc.
 Lessee

By: X [Signature]

Title: X Vice Chairman

Doral Academy of Idaho
Board of Directors

Accepted this _____ day of _____, 2020.

Zions Credit Corporation dba Vectra Equipment Finance
 Lessor

By: _____
 Authorized Signer
 Title: Vice President

Appendix H9 - Sample Vectra Lease

Schedule A
Page 1 of 2

This schedule is attached to and forms a part of the Master Finance Lease No. 0016673 Schedule No. 0016673002 dated December 15, 2020 between Doral Academy of Idaho, Inc. as Lessee and ZIONS CREDIT CORPORATION, as Lessor.

DESCRIPTION OF EQUIPMENT

Equipment Location

2511 W Cherry Ln
Meridian, ID 83642-1135

Academica Nevada

Computer Equipment as described on Amazon.com order 112-3712064-1645838 dated September 10, 2020.

Brady Industries

Furniture as described on Invoice 6570993 dated August 19, 2020.

CDW Government

Computer Equipment as described on Invoice ZZV1233 dated September 4, 2020.

Curriculum Associates

Software / License as described on Invoice 90675645 dated September 9, 2020.

Delta Education

School Materials as described on Invoice 302500182661 dated August 17, 2020.
School Materials as described on Invoice 202501734321 dated August 22, 2020.

Heinemann

School Materials as described on Invoice 7219665 dated July 21, 2020.

Ident-A-Kid Services

School Materials as described on Invoice 115585 dated July 30, 2020.

Intellatek

Computer Equipment as described on Invoice 4349 dated September 17, 2020.
Computer Equipment as described on Invoice 4363 dated September 24, 2020.
Computer Equipment as described on Invoice 4364 dated September 24, 2020.

McGraw Hill LLC

School Materials as described on Invoice 113599781001 dated August 1, 2020.
School Materials as described on Invoice 113610941001 dated August 1, 2020.

Moore Educational Resources

10) MimioView 340H (Document Camera).

Playground Outfitters

Play Equipment as described on Invoice 40781 dated August 21, 2020.

Savvas Learning Co.

Software / License as described on Invoice 7027196405 dated August 8, 2020.
School Materials as described on Invoice 4026162795 dated September 1, 2020.
School Materials as described on Invoice 4026162674 dated September 1, 2020.

Appendix H9 - Sample Vectra Lease

Schedule A
Page 2 of 2

School Specialty

Furniture as described on Invoice 208125973184 dated August 26, 2020.
School Materials as described on Invoice 308103569641 dated August 4, 2020.
Furniture as described on Invoice 308103650833 dated September 28, 2020.
School Materials as described on Invoice 308103667801 dated October 19, 2020.

Troxell Communications

Computer Equipment as described on Invoice 247360 dated August 19, 2020.
Computer Equipment as described on Invoice 241957 dated July 16, 2020
Computer Equipment as described on Invoice 241957 dated July 15, 2020.
Computer Equipment as described on Invoice 253207 dated September 28, 2020.
Computer Equipment as described on Invoice 253195 dated September 28, 2020.

Together with all present and future accessories, attachments, or improvements thereto and replacements or substitutions therefore and proceeds thereof.

Doral Academy of Idaho, Inc.
Lessee

By: X *Brian E. Hansen*

Title: X *Vice Chairman*
Board of Directors

Appendix H9 - Sample Vectra Lease

Lease No: 0016672
 Lease Date: August 4, 2020
 Schedule No: 0016673002
 Schedule Date: December 15, 2020

DELIVERY AND ACCEPTANCE

Reference is made to the above-described Master Finance Lease ("Master Agreement") and Equipment Schedule ("Schedule"). The items of Equipment described in the Master Agreement and Schedule, have been received by the undersigned Lessee ("Lessee") as of the date below. Lessee hereby certifies to Zions Credit Corporation ("Lessor") that all items of Equipment (1) have been fully completed by the vendor or manufacturer, (2) have been installed at the location identified in the Schedule, (3) have been examined and/or tested and are in good order and operating condition, and (4) are in all respects satisfactory and acceptable to us as delivered.

Lessee hereby assigns to Lessor each and every invoice, bill of sale, and document evidencing title for the Items of Equipment, the originals of which have been or shall be delivered by Lessee to Lessor.

Lessor is hereby irrevocably authorized and directed to deliver the Lease funds set forth in the Schedule to the following in the amounts specified below:

Name: ACADEMICA NEVADA Address: 6630 SURREY ST LAS VEGAS, NV 89119-3928 Amount: \$33,062.43	Name: INTELLATEK Address: 1378 PASEO VERDE PKWY STE 200 HENDERSON, NV 89012-5729 Amount: \$10,633.00
Name: BRADY INDUSTRIES Address: 7055 LINDELL RD LAS VEGAS, NV 89118-4703 Amount: \$1,249.25	Name: MCGRAW HILL LLC Address: LOCKBOX 71545 CHICAGO, IL 60694-1545 Amount: \$32,518.58
Name: CDW GOVERNMENT Address: 75 REMITTANCE DR STE 1515 CHICAGO, IL 60675-1515 Amount: \$2,530.80	Name: MOORE EDUCATIONAL RESOURCES Address: 14506 FLICKER DR GRASS VALLEY, CA 95949-9270 Amount: \$4,714.00
Name: CURRICULUM ASSOCIATES Address: PO BOX 936600 ATLANTA, GA 31193-6600 Amount: \$6,604.80	Name: PLAYGROUND OUTFITTERS Address: 15150 HERRIMAN BLVD NOBLESVILLE, IN 46060-4254 Amount: \$1,210.00
Name: DELTA EDUCATION Address: 32656 COLLECTION CENTER DR CHICAGO, IL 60693-0326 Amount: \$19,254.18	Name: SAVVAS LEARNING CO Address: PO BOX 409496 ATLANTA, GA 30384-9496 Amount: \$2,139.25
Name: HEINEMANN Address: 15963 COLLECTION CENTER DR CHICAGO, IL 60693-0159 Amount: \$2,188.28	Name: SCHOOL SPECIALTY Address: 32656 COLLECTION CENTER DR CHICAGO, IL 60693-0326 Amount: \$7,700.70
Name: IDENT-A-KID SERVICES Address: 1780 102 ND AVE N STE 100 ST PETERSBURG, FL 33716-3602 Amount: \$1,285.00	Name: TROXBELL COMMUNICATIONS Address: 4675 E COTTON CENTER BLVD STE 155 PHOENIX, AZ 85040-4810 Amount: \$9,832.70

Doral Academy of Idaho, Inc.

Lessee

By: X [Signature]
 Title: X Vice Chairman Board

Date Equipment Delivered:

(Please fill in the date the equipment was received.)

Date Equipment Accepted:

(Please fill in the date the equipment is accepted for purposes on this lease.)

Appendix H9 - Sample Vectra Lease

Master Finance Lease No:	0016672
Master Finance Lease Date:	August 4, 2020
Schedule No:	0016673002
Schedule Date:	December 15, 2020
Original Equipment Cost:	\$134,922.97

LESSEE'S OPTION TO PURCHASE EQUIPMENT

LEASE ADDENDUM

Reference is made to the above-described Master Finance Lease ("Master Agreement") and Equipment Schedule ("Schedule") between Doral Academy of Idaho, Inc. ("Lessee") and Zions Credit Corporation dba Vectra Equipment Finance ("Lessor") and the equipment "Equipment" described in the Schedule. Notwithstanding any provisions either express or implied to the contrary in the above-referenced Master Agreement and Schedule, between Pinecrest Academy of Idaho as Lessee, and Zions Credit Corporation dba Vectra Equipment Finance, as Lessor, and provided there is no Event of Default under the Master Agreement, Schedule, or any other present or future obligation to Lessor, its successors or assigns, Lessee shall have the option at the expiration or termination (other than by breach or default) of the Lease Term, by giving written notice to Lessor at least thirty (30) days prior thereto, to purchase all of Lessor's right, title and interest, if any, in and to all, but not less than all, the Equipment, for the amount set forth below, plus all taxes, interest, penalties, and fees together with any and all rentals or other amounts remaining unpaid under the Master Agreement and Schedule ("Aggregate Purchase Price"). All capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Master Agreement.

The **Purchase Option** shall be: 5.00% of the Original Equipment Cost.

Lessee shall pay the Aggregate Purchase Price to Lessor no later than the last day of the Lease term by certified funds. Should Lessee elect not to purchase the Equipment, Lessee shall return the Equipment in accordance with paragraph 14 of the Master Agreement. Upon completion of the initial Lease term, it is projected by Lessor that the Equipment subject to this Lease will have a fair market value equal to the above stated Purchase Option amount. If the Equipment is returned, and its resell value is less than the Purchase Option amount, Lessee will immediately pay the shortfall amount to Lessor as a final rental payment.

Lessee agrees that any sale, conveyance or transfer by Lessor pursuant hereto shall be of Lessor's right, title and interest, in and to the Equipment, AS IS, WHERE IS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; and Lessee shall hold harmless and indemnify Lessor from and against all claims, liabilities, losses and costs alleged against or incurred by Lessor, including claims for property damage, personal injury or death to Lessee and/or third parties growing out of or resulting from the ownership, use or possession of the Equipment, or imposed upon, incurred or directed against Lessor, whatsoever levied on, on account of, or as a consequence of the sale and purchase of the Equipment.

Provided Lessee exercises its option to purchase, this addendum specifically supersedes and replaces the surrender provisions of paragraph 14 of the Master Agreement. Except as herein specifically provided, the Lease remains unmodified and in full force and effect.

Doral Academy of Idaho, Inc.

Lessee

By: X [Signature]
Title: X Vice Chairman Board of Directors
Date: X 18 Dec 2020

Appendix H9 - Sample Vectra Lease

Master Finance Lease No: 0016672
Master Finance Lease Date: August 4, 2020
Schedule No: 0016673002
Schedule Date: December 15, 2020

PROPERTY TAX AMENDMENT TO EQUIPMENT SCHEDULE

For good and valuable consideration receipt of which is hereby acknowledged Zions Credit Corporation dba Vectra Equipment Finance ("Lessor") and Doral Academy of Idaho, Inc. ("Lessee") hereby agree to modify the Equipment Schedule No. 0016673002 dated December 15, 2020, as follows:

Paragraph 6 is deleted in its entirety and restated as follows:

Property Taxes. Lessor is the owner of the Equipment. However, Lessee will declare the Equipment with the taxing authorities, obtain and pay the tax bill when due, and then provide evidence to Lessor of such payment within 30 days of such payment or earlier upon request by Lessor.

Zions Credit Corporation
dba Vectra Equipment Finance

Lessor

Doral Academy of Idaho, Inc.

Lessee

By: _____
Authorized Signer
Title: Vice President
Date: _____

By: X Bruce E. Hume
Title: X Vice Chairman
Board of Directors
Date: X 18 Dec. 2020

Appendix H9 - Sample Vectra Lease

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

Academica Nevada, LLC (the "Seller"), in consideration of the sum of \$33,062.43 and for other good and valuable consideration paid by Zions Credit Corporation dba Vectra Equipment Finance (the "Buyer"), receipt of which is hereby acknowledged does grant, bargain, sell, transfer, and set over unto the Buyer, its successors, and assigns all of its right, title, and interest in and to the following items of Equipment:

Equipment Description

Computer Equipment as described on Amazon.com order 112-3712064-1645838 dated September 10, 2020.

The Seller agrees to warrant and defend that it owns the Equipment and it has the full power to transfer title in the Equipment to Buyer.

Academica Nevada, LLC

Seller

By: ☒ TBL87

Print Name: ☒ Trevor Goodsell

Title: ☒ CEO

Date: ☒ 12-21-20

Phone Number: (702) 431-6260

Appendix H9 - Sample Vectra Lease

Lease No: 0016672
Lease Date: August 4, 2020
Schedule No: 0016673002
Schedule Date: December 15, 2020

INSURANCE INFORMATION (Lease)

1. Please provide the following information for your insurance agent:

Name of Insurance Agency: Distinctive Insurance Inc.

Contact Person for Certificate: Itilya Lang

Address: 8375 W Flamingo Rd Ste 102

Las Vegas, NV 89147

Telephone: 702-396-4844

Email: itilya@distinctive.net

Fax: 702-396-4832

2. Please provide the attached Insurance Requirements list to your agent.

Doral Academy of Idaho, Inc.

Lessee

By: X *Bruce E. Hume*

Title: X *Vice Chairman*
Board of Directors

Appendix H9 - Sample Vectra Lease

Lease No: 0016672
Lease Date: August 4, 2020
Schedule No: 0016673002
Schedule Date: December 15, 2020
Doral Academy of
Insured: Idaho, Inc.

→ PLEASE SEND THIS TO YOUR INSURANCE AGENT

INSURANCE and CERTIFICATE REQUIREMENTS (Equipment Lease)

1. Agent or Insurance Company to fax (888) 748-1933, e-mail, or mail certificate(s) of insurance to the following:

Zions Credit Corporation
PO Box 3954
Salt Lake City, UT 84110
2. Certificate(s) must include the following:
 - a. Insured's name exactly as listed above.
 - b. Schedule Number as listed above.
 - c. 30 day notice of cancellation with 10 day notice for non-payment.
 - d. "Zions Credit Corporation" to be shown and added to the policy as Lender's Loss Payable regarding property coverage AND Additional Insured regarding liability coverage.
 - e. Equipment description.
 - f. Property/Physical damage coverage with limits shown. Deductibles to be no greater than 5% of the equipment's value.
 - g. General Liability coverage with minimum limit of \$1,000,000.
3. Contact DENISE, (801) 844-7364, denise.hughes@zionsbancorp.com with any questions. Please send all future renewal certificates to zccinsurance@zionsbancorp.com.
4. Equipment:

Equipment Description:	SCHOOL FURNITURE, MATERIALS, COMPUTERS AND EQUIPMENT PER SCHEDULE A
Equipment Cost:	\$134,922.97
Equipment Location Address:	2511 W Cherry Ln
(City, State, Zip Code)	Meridian, ID 83642-1135

Appendix H9 - Sample Vectra Lease

Customer No: 0016673

CORPORATE RESOLUTION TO LEASE

Corporation: DORAL ACADEMY OF IDAHO, INC.
2511 W Cherry Ln
Meridian, ID 83642-1135

Lessor: ZIONS CREDIT CORPORATION
310 S Main St, Ste 1300
Salt Lake City, UT 84101

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE CORPORATION'S EXISTENCE. The complete and correct name of the Corporation is Doral Academy of Idaho, Inc. ("Corporation"). The Corporation is a Corporation for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the state of Nevada. The Corporation is duly authorized to transact business in all other states in which the Corporation is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Corporation is doing business. Specifically, the Corporation is, and at all times shall be, duly qualified as a foreign Corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Corporation has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Corporation maintains an office at 1150 Silent Sparrow Dr, Sparks, Nevada 89441-5901. Unless the Corporation has designated otherwise in writing, the principal office is the office at which the Corporation keeps its books and records. The Corporation will notify Lessor prior to any change in the location of the Corporation's state of organization or any change in the Corporation's name. The Corporation shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Corporation and the Corporation's business activities.

RESOLUTIONS ADOPTED. At a meeting of the directors of the Corporation, duly called and held on _____, 2020, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

OFFICER. The following named person(s) is/are officer(s) of the Corporation:

NAMES	TITLES	AUTHORIZED	ACTUAL SIGNATURES
Bruce E Hohls	Vice-Chair Board	Y	X <u>Bruce E Hohls</u>
Carolyn Baird	Treasurer	Y	X <u>Carolyn Baird</u>

ACTIONS AUTHORIZED. Any one of the authorized persons listed above may enter into any agreements of any nature with Lessor, and those agreements will bind the Corporation. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Corporation:

Lease. To lease, as a lessee or otherwise, from time to time from Lessor, or enter into other financing agreements with Lessor on such terms as may be agreed upon between the Corporation and Lessor, such sum or sums of money without limitation.

Execute Master Finance Lease, Equipment Schedules and Related Lease Documents. To execute and deliver to Lessor a Master Finance Lease, Equipment Schedules, and other related lease documents, or other evidence of the Corporation's credit obligations, on Lessor's forms, at on such terms as may be agreed upon, or any of the Corporation's indebtedness to Lessor, and also to execute and deliver to Lessor one or more renewals, extensions, modifications, consolidations, or substitutions for one or more of the leases, or any other evidence of credit accommodations.

Grant Security. Whether on a precautionary basis or otherwise, to mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and any property subject to a Master Finance Lease, or any property now or hereafter belonging to the Corporation or in which the Corporation now or hereafter may have an interest, as security for the payment of any such leases or credit accommodations. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such leases are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lessor the forms of pledge agreement, hypothecation agreement, and Master Finance Lease, Equipment Schedules or other security agreements and financing statements which Lessor may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lessor any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lessor may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

ASSUMED BUSINESS NAMES. The Corporation has filed or recorded all documents or filings required by law relating to all assumed business names used by the Corporation. Excluding the name of the Corporation, the following is a complete list of all assumed business names under which the Corporation does business:

NOTICES TO LESSOR. The Corporation will promptly notify Lessor in writing at Lessor's address shown above (or such other addresses as Lessor may designate from time to time) prior to any (A) change in the Corporation's name; (B) change in the Corporation's assumed business name(s); (C) change in the management of the Corporation; (D) change in the authorized signer(s); (E) change in the Corporation's principal office address; (F) change in the Corporation's state of organization; (G) conversion of the Corporation to a new or different type of business entity; or (H) change in any other aspect of the Corporation that directly or indirectly relates to any agreements between the Corporation and Lessor. No change in the Corporation's name or state of organization will take effect until after Lessor has received notice.

CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS. The officer(s) named above is/are duly elected, appointed, or employed by or for the Corporation, as the case may be and occupies the position set opposite his or her respective name. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

NO CORPORATE SEAL. The Corporation has no corporate seal, and therefore, no seal is affixed to this Resolution.

Appendix H9 - Sample Vectra Lease

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lessor may rely on it until written notice of its revocation shall have been delivered to and received by Lessor at Lessor's address shown above (or such addresses as Lessor may designate from time to time). Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signature set opposite the name listed above is his or her genuine signature.

We each have read all the provisions of this Resolution, and we each personally and on behalf of the Corporation certify that all statements and representations made in this Resolution are true and correct. This Corporate Resolution to Lease is dated 12/28, 2020.

CERTIFIED TO AND ATTESTED BY:

By: Kristi Archer
Name: Kristi Archer
Title: Secretary

Appendix H9 - Sample Vectra Lease

ZIONS CREDIT CORPORATION

310 S Main St, Ste 1300
Salt Lake City, UT 84101

Main Line: (801) 524-2230

INVOICE

Due Date: Due upon signing Lease documents
Lessee: Doral Academy of Idaho, Inc.
Lease #: 0016672
Schedule #: 0016673002
Equipment: SCHOOL FURNITURE / MATERIALS / COMPUTERS AND EQUIPMENT

Commitment Fee Received	\$2,964.00
Interest through December 23, 2020	-\$337.41
Documentation and Filing Fees	<u>-\$500.00</u>
<u>Total Amount to be applied to 1st payment</u>	\$2,126.59 ✓

Appendix H10 - Brown Bus Company Contract

CONTRACT FOR STUDENT TRANSPORTATION SERVICES BETWEEN *DORAL ACADEMY OF IDAHO* AND *BROWN BUS COMPANY*

This Contract for Student Transportation Services (the “Contract”) is entered into on July 1, 2025 (the “Effective Date”) between the *DORAL ACADEMY OF IDAHO*, 2511 W. Cherry Lane, Meridian, Ada County, Idaho, (the “District”), and *BROWN BUS COMPANY*, 2111 E. Sherman Ave, Nampa, Canyon County, Idaho (the “Contractor”).

RECITALS

- A. Under Idaho Code section 33-1510(2), the District advertised and bid the transportation services provided under this Contract, and the Contractor was the lowest responsive and responsible bidder meeting the specifications.
- B. The District and Contractor desire to provide for the transportation of students in the District to and from school as set forth in this Contract.

AGREEMENT

NOW THEREFORE, in consideration of the recitals set forth above, which are incorporated into this Contract by this reference, and the mutual promises set forth in this Contract, the parties agree as follows:

- 1. Incorporation by Reference and Priority of Documents.
 - a. The following documents are attached to and incorporated by reference into this Contract as if set forth in full: 1. the advertisement for bids; 2. the bid by the Contractor, including the Request for Proposal; 3. the bid bond; and 4. the notice of award; the provisions contained in this Agreement and recited all provisions required by law to be inserted in this Agreement, whether actually inserted or not.
 - b. All of the above taken as a whole shall constitute the contract document; provided, however, that in the event of any inconsistencies between this written Agreement and the provision of the items listed in item 1(a), above, the provisions of the written Agreement shall control if this Agreement specifically addresses the issue in question.
 - c. Unless a different priority of documents is set forth in the advertisement for bids, a lower numbered document in this section shall supersede a higher numbered document to the extent necessary to resolve any conflict or inconsistency.
- 2. Definitions. Terms, whether capitalized or not, in this Contract shall have the meanings set forth below when used in the Contract unless the context requires otherwise:
 - a. The term “**Board**” shall mean the Board of Directors of School or the Board’s duly authorized representative.
 - b. The term “**contract**” or “**contract documents**” shall mean each of the various parts the contract referred to in Section One of this Agreement, both as a whole and severally.

Appendix H10 - Brown Bus Company Contract

- c. The term “**Contractor**” shall mean *BROWN BUS COMPANY*, an Idaho corporation, Contractor’s assigns, and any person, firm, or corporation who or which shall at any time be substituted in Contractor’s place.
- d. The terms “**law**” or “**laws**” shall mean Federal law, the Constitution of Idaho, the statutes of Idaho, and any ordinance, rule, or regulation having the force of law that is applicable to this contract.
- e. The term “**notice**,” in the context of notice to the Contractor, shall mean written notice deposited in the United States First-Class mail addressed to Contractor at 2111 East Sherman Avenue, Nampa, Idaho 83686-7391, or to such other address as may appear in an instrument executed by Contractor for that purpose and mailed by United States mail or delivered to School as a change of address. Notice to School means written notice deposited in the United States First-Class mail addressed to the Administrator of the School at 2511 W. Cherry Lane, Meridian, Idaho 83642, or other duly authorized agent, or delivered personally to the Administrator of the School or other duly authorized agent. Nothing contained in this contract shall, however, be deemed to preclude or render inoperative the service of any notice, direction, or other communication on Contractor personally, or if Contractor is a corporation, on any officer or director of Contractor.
- f. The term “**specifications**” shall mean the Request for Proposal, Student Transportation Services – DORAL ACADEMY OF IDAHO, issued by the District April 4, 2025.
- g. “Base Compensation” shall mean:
 - i. The sum of all payments made to the Contractor based on the rates bid and incorporated into this Agreement for all elapsed Instructional Days and/or days student transportation is provided in the current annual academic calendar; or
 - ii. If no payments have been made to the Contractor in the current annual academic calendar, the sum of all payments that were made to the contractor providing transportation services for Instructional Days and/or days student transportation was provided in the prior annual academic calendar; or
 - iii. If no payments have been made to the Contractor in the current annual academic calendar and no payments for transportation services were made to any contractor in the prior annual academic calendar, the sum of all payments the parties estimate will be made to the Contractor based on the rates bid and incorporated into this Agreement for all Instructional Days in the current annual academic calendar.
- h. “Closure” shall mean when more than fifty percent (50%) of all students enrolled at an educational facility served by Contractor are not physically attending class at the educational facility due to causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God or the public enemy, acts of the federal, state or local government in its sovereign capacity, fires, floods,

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- epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather or mechanical failure of heating, cooling or other environmental systems. Closure includes a “soft closure,” which shall mean when students are not physically attending school or class, but instead are attending school remotely, using internet access, video links, or printed materials.
- i. “Daily Route Rate” shall mean the individual Rates bid by the Contractor or the Base Compensation, plus adjustments divided by:
 - i. The number of days student transportation is provided and/or the elapsed Instructional Days in the current annual academic calendar for which the District has paid the Contractor; or
 - ii. If no payments have been made to the Contractor in the current annual academic calendar, the number of days student transportation was provided and/or the number of Instructional Days in the prior annual academic calendar; or
 - iii. If no payments have been made to the Contractor in the current annual academic calendar and no payments for transportation services were made to any contractor in the prior annual academic calendar, the sum of all payments the parties estimate will be made to the Contractor based on the rates bid and incorporated into this Agreement for all Instructional Days in the current annual academic calendar.
 - j. “Instructional Day” shall mean a day identified on the District’s established annual academic calendar as a day when students are present at a facility and student transportation is scheduled to be provided or a day designated by the District as a replacement or “make up” day for a day missed due to a Closure and student transportation is also scheduled to be provided. An Instructional Day shall not include any Saturday, Sunday, or day identified on the District’s academic calendar as a day when students are not present at a facility such as a holiday or teacher training day.
 - k. “Consecutive Instructional Days” shall mean adjoining calendar days identified on the District’s academic calendar as a day when students are present at a facility and student transportation is scheduled. Consecutive Instructional Days include calendar days interrupted by one or more of the following: a Saturday; a Sunday; and calendar days identified as a holiday, break or teacher training day on the District’s academic calendar.
3. Term and Renewal. This Contract shall commence on the July 1, 2025, and expire on June 30, 2030, for a total period five (5) years, unless sooner terminated in accordance with the provisions of this Contract. The parties may renew this Contract one (1) time for a period not to exceed five (5) years upon a determination by the Board of Trustees of the District, after renegotiation with the Contractor, that the terms of the renewal are satisfactory to the District and the Contractor. Any such renegotiated contract shall be in writing.
4. Scope of Work. The Contractor shall perform the services and furnish the equipment and personnel as provided in the specifications (the “Transportation Services”) and shall do all

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things necessary or proper for the performance and completion of the work required by this Contract, in the manner and at the times provided in the bid and specifications.

5. Delegation of Authority. The District hereby delegates to the Contractor the necessary authority to supervise and control students on the buses operated by the Contractor while the students are aboard the buses, or the buses are enroute under such rules as are adopted by the District. However, this authorization shall not include the right to administer corporal punishment, nor the right to eject any offender under circumstances that may or are likely to result in injury or danger to the offender. The Contractor shall transport only those students designated by the District.
6. District Closure. The District shall inform the Contractor as soon as reasonably possible of a Closure due to weather, fires, floods, epidemics, quarantine restrictions, mechanical failure of heating, cooling or the environmental systems or other causes beyond the control and without fault or negligence of the Contractor. Upon notice of a Closure, the Contractor shall be paid under the Alternative Payment Schedule set forth under Section 13 of this Contract.
7. Schedule Details. Prior to the start of each school year, the Contractor shall furnish to the District a description of each route, a time schedule, and a list of designated stops to be observed on each route. The District may, at its discretion, make changes in the routes, time schedules, or designated stops and eliminate or consolidate any route to meet changed conditions. However, the District shall make no change to any route, time schedule, or designated stop or elimination or consolidation of any route, except to meet unexpected or emergency conditions, until after the Contractor has been given an opportunity to confer with the District or its authorized representatives with respect to the change, elimination, or consolidation at least thirty (30) days in advance of the change, elimination, or consolidation. The District may make adjustments in the sums to be paid to the Contractor for any increase or decrease in mileage resulting from a change, elimination, or consolidation of routes or additional services for school-sponsored activities, as provided in the specifications. The District may, from time to time, establish policies to be observed by the Contractor in connection with the provision of the Student Transportation Services, including starting times, bus stops, discipline on the buses, and any situations that may from time to time arise in the performance of the Contract.
8. Route/Activity Busing Definitions. The following are the definitions of the various routes and related bus services to be provided by Contractor pursuant to this contract. The rates set forth on the Contractor's Bid Form, attached hereto as Exhibit A and incorporated herein by this reference, are for the route/other transportation services as hereinafter specifically described:
 - a. *Daily Transportation.* The following define daily transportation and other periodic transportation. Regular, special needs and lift bus routes have been submitted on a per-route-per-day basis with a four (4) hour minimum (two (2) hours AM and two (2) hours PM). Time will be measured based on departure from the bus facility to arrival back at bus facility for each route, while also allowing adequate time for pre-trip and post-trip inspections. A charge for excess hours and miles will be applicable to each route, which runs in excess of the established base hours and/or miles.

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- i. **REGULAR DAILY ROUTE** is defined as transporting a group of students from designated bus stop(s) to school at the beginning of each school day and transporting a group of students from school to designated bus stop(s) at the end of each school day. Bids shall be submitted on a per-route-per-day basis, with a 60-mile-per-day base and a 4.0-hour-per-day base (two (2) hours in the AM and two (2) hours in the PM). An allowance for the required pre-trip and post-trip inspections will be applied to the 4.0-hour per-day base. In instances where the 4.0-hour-per-day base (two (2) hours in the AM and two (2) hours in the PM) is exceeded, the time will be rounded to the nearest $\frac{1}{4}$ hour.
- ii. **KINDERGARTEN / MIDDAY ROUTE** *(to be applied if needed)* is defined as transporting morning kindergarten students from school to designated bus stop(s) each school day and afternoon kindergarten students from designated bus stop(s) to school each school day. Bids shall be submitted on a per-route-per-day basis, with a 30-mile-per-day base and a 2.0-hour-per-day base. In instances where the 2.0-hour-per-day base is exceeded the time will be rounded to the nearest $\frac{1}{4}$ hour.
- iii. **SPECIAL NEEDS ROUTE** is defined as transporting a student or group of students from designated bus stop(s) to school at the beginning of each school day and transporting a student or group of students from school to designated bus stop(s) at the end of each school day, the said student or group of students being designated by the School as needing special assistance through an Individual Education Plan (I.E.P.) or Contractor policy. Routes will provide door-to-school-to-door service and require an assistant in addition to the driver. The assistant shall be a qualified C.D.L. driver and have the responsibility for maintaining the discipline, safety and welfare of the passengers on the bus. Bids shall be submitted on a per-route-per-day basis, with a 60-mile-per-day base and a 4.0-hour-per-day base (two (2) hours in the AM and two (2) hours in the PM). An allowance for the required pre-trip and post-trip inspections will be applied to the 4.0-hour per-day base. In instances where the 4.0-hour-per-day base (two (2) hours in the AM and two (2) hours in the PM) is exceeded, the time will be rounded to the nearest $\frac{1}{4}$ hour.
- iv. **LIFT ROUTE** is defined as transporting a student or group of students from designated bus stop(s) to school at the beginning of each school day and transporting a student or group of students from school to designated bus stop(s) at the end of each school day, the said student or group of students who are not ambulatory or who are designated by the School as needing special assistance through an Individual Education Plan (I.E.P.) or Contractor policy. Buses shall be equipped with lifts to assist in loading wheel-chairs. Routes will provide door-to-school-to-door service and require an assistant in addition to the driver. The assistant shall be a qualified C.D.L. driver and have the responsibility of assisting in the loading and unloading process and for maintaining the discipline, safety and welfare of the passengers on the bus. Bids shall be submitted on a per-route-per-day basis, with a 60-mile-per-day base and a 4.0-hour-per-day base (two (2) hours in the AM and two (2) hours in the PM). An allowance for the required pre-trip and post-trip inspections will be applied to

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the 4.0-hour per-day base. In instances where the 4.0-hour-per-day base (two (2) hours in the AM and two (2) hours in the PM) is exceeded, the time will be rounded to the nearest $\frac{1}{4}$ hour.

- v. **STANDY BUSES** are buses to be used for the purposes of providing activity and field trips and replacement in the event of required and/or necessary service. Bid shall be submitted on a per-bus-per-day basis.
 - vi. **OTHER TRANSPORTATION SERVICES:** For purposes of the bid process none of the following will include overnight trips. Cost of trips that require an overnight stay will be determined by mutual agreement between district and Contractor before the trip is made.
 - vii. **FIELD TRIPS** are defined as transporting students from school to some other location and back for non-competition activities. Bid shall include a rate per mile calculated as the round-trip mileage beginning at the bus housing facility and a rate per hour calculated as the total elapsed time for the round trip rounded up or down to the nearest $\frac{1}{4}$ hour, allowing time for an adequate pre-trip and post-trip inspection.
 - viii. **ACTIVITY BUSING** is defined as transporting students from school to some other location for the purpose of competition. Bid shall include a rate per mile calculated as the round-trip mileage beginning at the bus housing facility and a rate per hour calculated as the total elapsed time for the round trip rounded up or down to the nearest $\frac{1}{4}$ hour, allowing time for an adequate pre-trip and post-trip inspection.
 - ix. **SHUTTLE BUSING** is defined as transporting students from school to school or from school to site and from site to school. Bid shall include a rate per mile calculated as the round-trip mileage beginning at the bus housing facility and a rate per hour calculated as the total elapsed time for the round trip rounded up or down to the nearest $\frac{1}{4}$ hour, allowing time for an adequate pre-trip and post-trip inspection when necessary.
 - x. **ADDITIONAL DRIVER** is defined as a qualified driver or bus assistant.
 - xi. **STUDENT SAFETY TRAINING** is defined as providing at-school training on bus rider safety and emergency procedures. Training shall include all students K-5 and be done on a classroom basis. A classroom shall not consist of more than 36 students. Bid shall be as a rate per classroom
9. Responsibility for Students. The Contractor shall be fully responsible for the care and supervision of students while they are being transported. The transportation of a student shall be deemed to have begun when the student prepares to board the school bus and shall be deemed to have ended when a student has completed alighting from the bus at a reasonably safe place in which to alight in view of the circumstances then prevailing.

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10. Compliance with Laws and Regulations. The Contractor and Contractor's drivers shall comply with the laws of the state of Idaho and all applicable rules, policies, or requirements of the Idaho Transportation Department, Idaho Public Utilities Commission, Idaho Department of Education, Idaho Board of Education, the District, and any other state or local unit of government. Furthermore, the Contractor's drivers must submit to a criminal history background check under Idaho Code section 33-130. The Contractor shall not assign a driver to provide transportation under this Contract whose criminal history background check shows the driver has been convicted of a felony crime enumerated in Idaho Code section 33-1208 or a misdemeanor or felony driving offense enumerated in Idaho Code sections 49-1301, -1302, -1401, or -1404 or title 18, chapter 80, Idaho Code.
11. Termination for Fiscal Necessity. The District is a government entity and it is understood and agreed that the District's payments under this Contract shall be paid from local tax revenue, state of Idaho legislative appropriations, funds granted by the federal government, or any combination of these sources. The District's Board of Trustees retains full discretion to allocate tax revenue in the public budget setting process during each budget period covered by this Contract. The Idaho Legislature is under no legal obligation to make appropriations to fulfill this Contract. Additionally, the federal government is not legally obligated to provide funds to fulfill this Contract. This Contract shall in no way or manner be construed so as to bind or obligate the District or the state of Idaho beyond the term of any particular approved District budget, appropriation of funds by the Idaho Legislature, or beyond any federal funds granted to the District, as may exist from time to time. The District reserves the right to terminate this Contract in whole or in part (or any order placed under it) if, in its sole judgment, the District's Board of Trustees neglects, fails, or refuses to approve a budget sufficient for the District to continue payments, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the District to continue such payments, or requires any return or "give-back" of funds required for the District to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g. through repeal of enabling legislation), or if the District discontinues or makes a material alteration of the program under which funds were provided, or if federal grant funds are discontinued. The District shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to Contractor. Further, in the event that funds are no longer available to support this Contract, as described herein, the District shall not be liable for any penalty, expense, loss of profits, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom. At Contractor's request, the District shall promptly provide supplemental documentation as to such termination for fiscal necessity. Nothing in this section shall be construed as ability by the District to terminate for its convenience.
12. Billing, Payment and Verification Procedures:
 - a. *Billing and Payment.* On or before the eighth (8th) day of each month of each school year covered by this contract, Contractor shall submit to School a bill that shall include a detailed account showing the mileage covered in each category of transportation furnished during the preceding month. On or before the fifteenth (15th) day of the month in which the bill is submitted, School agrees to pay Contractor the contract price for those services that it shall find to have been rendered, computed on the basis of the

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bid submitted by the Contractor to School, adjusted by the terms of the adjustment provisions set forth in Sections 14-15 below, if applicable. Contractor agrees to submit to School a year-end summary for state reimbursement by July 1st of each year for the preceding one-year period.

- b. *Past Due Billings*¹. If payment is not received by the fifteenth (15th) day of the month, which follows the month the billing was originally submitted, transportation will cease at the end of the month that the billing became past due.

13. Alternative Payment Schedule.

- a. In the event of a school closure due to weather or any other unforeseen circumstance, no adjustments will be made to the contract and there will be no compensation paid to the Contractor for days that school is not in session and that school buses do not operate.
- b. Due to extenuating circumstances, School and Contract may negotiate a mutually agreed Alternative Payment Schedule.

14. Consumer Price Index (C.P.I.) Adjustment.

- a. *Applicable Annual C.P.I. adjustment* shall be based on the Consumer Price Index as defined by the Federal Government. The C.P.I. to be used will be the “Consumer Price Index for West Region, published monthly in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor (“CPI”). In the event the CPI is discontinued, the alternate C.P.I. which will be used will be the “Consumer Price Index for All Urban Wage Earners and Clerical Workers: U.S. City Average for All Items (1982-84 = 100)” published monthly in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor (“CPI-W”). Further still, in the event both the CPI-U and the CPI-W are discontinued, comparable statistics on the purchasing power of the consumer dollar published by the Bureau of Labor Statistics of the United States Department of Labor will be used for the computation.
- b. *C.P.I. Adjustment Calculation.* The base contract shall be for a term of five (5) years, beginning July 1, 2025. The prices bid by contractor will be used for the operations during the first year of the contract, July 1, 2025, through June 30, 2026. Contractor compensation for the second year of the contract, beginning on July 1 of each successive year, shall be based on the percentage for increase (or decrease) in the Consumer Price Index (C.P.I.-U). The “Benchmark Month” for determining the change in the C.P.I.-U shall be April 2025. If the increase (or decrease) in the C.P.I. from the Benchmark Month to April 2026 is at least one percent (1%), the rates for the second year of the contract shall be adjusted. This procedure and calculation will be followed to determine the rate changes for the remaining years of the contract and is cumulative.

¹ Example of timeline for past due billings: March billing - submitted April 8th, April 16th - billing past due, May 1st 30-day notice declaring the School in default, May 15th - amount still past due, transportation will cease if payment not received by May 31st.

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- c. *C.P.I. Diesel Fuel Price Removal.* In calculating the C.P.I. each year, an adjustment to the C.P.I. will be made to remove the diesel fuel portion from the C.P.I. index before applying the C.P.I. to the rates. The calculation will be made according to the recommended methodology by the State of Idaho Department of Education using information from the U.S. Department of Labor, Bureau of Labor Statistics.
- d. *Addition to Annual C.P.I. Adjustment.* In the event that market changes, regarding labor, specifically school bus drivers, the School and Contractor will have the right to negotiate an increase in addition to the Annual C.P.I. increase, in order to allow the Contractor to provide a competitive pay rate and to continue to provide the appropriate number of qualified school bus drivers.

15. Fuel Price Fluctuation Adjustment

- a. *Base Price.* To protect both the School and Contractor against future changes in fuel prices over which neither School nor Contractor have control, the School will figure a base price for fuel as of **Wednesday, April 2, 2025**. The base price of diesel #2 low sulfur is **\$ 3.2122**. This price does include applicable State and/or Federal taxes. The base price was determined by using the Oil Price Information Service (OPIS) average price for the State of Idaho and confirmed with local supplier.
- b. *Calculation of Adjustment.* Starting July 1, 2025, the Contractor's rates will be adjusted up or down for any difference in the base fuel price above or below the base fuel price. For every incremental fuel price change of at least five cents (\$0.05) above or below the base fuel price, there will be a fuel price adjustment added or subtracted from the route rates in the amount of \$.50 per-route-per-day. Rate adjustments up or down will not be calculated more frequently than once per month.
- c. Contractor will be entitled to the C.P.I. Adjustment (annually) and the Fuel Price Fluctuation Adjustment. The use of one adjustment does not preclude the use of the other adjustment. The C.P.I.-U used will be modified to avoid compounding of the Fuel Price Fluctuation by removing the diesel fuel portion from the C.P.I.-U.

16. Mandates by Local, State or Federal Government. It is recognized that governmental mandates, whether local, state or Federal, that were unanticipated and/or did not exist at the time of bidding, that might require additional training, retrofitting of equipment or any other requirements that become necessary to fulfill the terms of the contract, might be adopted and effective during the period of the contract. In the event of a governmental mandate, it will be required that the School and Contractor initiate negotiations as to the cost of the mandate.

17. Effect of Changes to School Busing Model. It is understood and agreed by School and Contractor that the bidding by Contractor for this contract was predicated on the student transportation model currently in place for the School. In the event of any changes implemented by School during the term of this contract to the existing student transportation model, including any efforts to address the negative effects of the State of Idaho's student transportation Funding CAP, the parties agree that all rates for the contract will be reviewed

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and renegotiated by the parties for the remainder of the contract term to take into account the altered School student transportation model or other changes made by the School.

18. Record Keeping. The District may audit, in such a manner and at all reasonable times as it deems appropriate, activities of the Contractor arising in the course of its undertakings under this Contract. The Contractor shall maintain books, records, documents, and other evidence of procedures and practices related to the performance of this Contract as required by the District. The District may have access to the Contractor's books, documents, or records used to prepare the billing for Student Transportation Services provided that are directly related to this Contract. Access to records includes the right to review, audit, inspect, and make excerpts and transcriptions. The Contractor shall maintain all books, records, and other documents relevant to this Contract for three (3) years after final payment and any person duly authorized by the District shall have full access to and right to examine any of said materials during this period. If an audit, litigation, or other action involving records is initiated before the three (3) year period has expired, the records must be retained until all issues arising out of such actions are resolved, or until a three (3) year period has passed, whichever is later. For any such audit, if called for by the District, it shall be at the cost and expense of the District, not the Contractor.
19. Inspection. The may inspect any and all buses and their operation by riding as passengers or by other reasonable means.
20. Time of the Essence. Since the Contract concerns a necessary public service, the provisions of the Contract relating to the daily schedule and policies that may be established by the District regarding timing are of the essence to the Contract. Accordingly, the Contractor shall prosecute the work diligently to assure adherence to the schedules.
21. Assignment of Contract. The Contractor agrees not to assign this Contract, or any interest in the Contract, without the prior written approval of the District, which approval shall not unreasonable be withheld.
22. Failure of Operation. In the event that the Contractor fails to operate any route because of the failure of equipment or personnel, Contractor shall adjust the billing for the month the failure occurs. The adjustment will be based on the current rate per bus.
23. Termination for Cause.
 - a. *By District*. In the event the District desires to terminate the contract it shall give the Contractor written notification of that intent on or before January 15, immediately preceding the upcoming school year. If, after the notice has been given, mutual agreement cannot be reached for continuing the contract, the School may terminate the contract by giving a second written notice to the Contractor on or before March 15 of the same year.
 - b. *By Contractor*. In the event Contractor desires to terminate this Agreement it shall give School written notification of that intent on or before the January 15 immediately preceding the upcoming school year for which the termination will first be effective. If, after the notice has been given, mutual agreement cannot be reached for continuing

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the contract, Contractor may terminate the Agreement by giving a second written notice to Contractor on or before March 15 of the same year.

- c. *Grounds for School to Declare Default.* In addition to other rights, District may have the right to declare Contractor in default if:
- i. School has given Contractor written notice of default and the default has not been corrected within a period of thirty (30) days after receipt of the notice, by the Contractor. Contractor will also be considered as failing to comply if the Contractor has not commenced the correction within the stated period of time or is not proceeding with due diligence to correct the default.
 - ii. The right to declare the Contractor in default for any of the grounds specified or referred to in this section shall be exercised by sending the Contractor a notice signed by the chairman or secretary of the District's Board of Trustees, setting forth the ground(s) on which each default is declared
 - iii. The right to declare the Contractor in default for any of the grounds specified or referred to in this section shall be exercised by sending the Contractor a notice signed by the chairman or secretary of the District's Board of Trustees, setting forth the ground(s) on which each default is declared.
 - iv. After the termination of Contractor's services for a default under this Contract, the District may employ another contractor or contractors to complete the terms of this Contract and hold the Contractor responsible for any extra or added expense, loans, or damages suffered by the District. The rights of the District after termination shall be in addition to any and all other legal or equitable remedies permissible under law.
 - v. The Contractor becomes insolvent;
 - vi. The Contractor makes an assignment for the benefit of creditors;
 - vii. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor;
 - viii. The Contractor fails to perform any schedule when notified to do so by the District;
 - ix. The Contractor abandons the work;
 - x. The Contractor refuses to proceed with the work when and as directed by the District;
 - xi. The Contractor, without just cause, reduces the Contractor's working force to a number that, if maintained, would be insufficient, in the opinion of the District, to carry out the work in accordance with this Contract;

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- xii. The Contractor shall sublet, assign, transfer, convey, or otherwise dispose of this Contract other than as specified in this Contract;
 - xiii. A receiver or receivers are appointed to take charge of the property or affairs of the Contractor;
 - xiv. The District is of the opinion that the Contractor has willfully or in bad faith violated any of the provisions of this Contract;
 - xv. The Contractor or Contractor's agents or employees violate any applicable laws;
 - xvi. Any vehicles provided by the Contractor are operated in a manner that imperils the safety of the passengers; or
 - xvii. Any vehicles provided by the Contractor are not kept clean or in first-class mechanical condition.
- d. *Grounds for Contractor to Declare Default.* In addition to other rights Contractor may have, Contractor shall have the right to declare School in default if:
- i. School is or becomes insolvent;
 - ii. School makes a general assignment for the benefit of creditors;
 - iii. A voluntary or involuntary petition in bankruptcy is filed by or against School;
 - iv. A receiver or receivers are appointed to take charge of the property of School;
 - v. Contractor is of the opinion that School has willfully or in bad faith violated any of the material provisions of this Agreement;
 - vi. Non-payment by School pursuant to Section 12(b).

24. Exercise of Right to Declare Default

- a. *School.* The right to declare Contractor in default for any of the grounds specified or referred to in Section 22(c) shall be exercised by sending Contractor a notice signed by the Chairman of Board, Secretary of the Board, or School's duly authorized agent setting forth the ground or grounds on which each default is declared.
- b. *Contractor.* The right to declare School in default for any of the grounds specified or referred to in Section 22(d) shall be exercised by sending School a notice signed by the Contractor personally, or if Contractor is a corporation, by any officer or director of the Contractor, setting forth the ground or grounds on which each default is declared

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25. Report of Accident. Any accident involving student transportation shall be reported to the District as soon as possible and not later than *twenty-four (24)* hours from the time of the accident. A detailed written report must be submitted to the District as soon thereafter as possible, but not later than *five (5)* days after the date of the accident.
26. Indemnification. Contractor shall indemnify the District from any loss that it may sustain from any cause arising out of the performance or lack of performance of this Contract by the Contractor.
27. Severability. If any part of this Contract is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.
28. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the state of Idaho. It is the intention of the parties to this contract that all legal provisions of law required to be inserted in this Agreement shall be and are inserted in it. However, if, by mistake or otherwise, some such provision is not inserted in the Agreement, or is not inserted in proper form, then on the application of either party the contract shall be amended so as to strictly comply with the law without prejudice to the rights of either party under the Agreement.² This Agreement shall be governed and interpreted by the laws of the State of Idaho.
29. Unlawful Provisions Deemed Stricken. All unlawful provisions of this contract shall be deemed stricken from the contract and shall be of no effect. On the application of either party, the unlawful part shall be considered stricken without affecting the binding force of the remainder of the contract
30. Notices. Any notice given in connection with this Contract shall be given in writing and shall be delivered either by hand or certified mail, return receipt requested, to the other party at the address stated below. Either party may change its address by giving notice of the change in accordance with this section.

²Please see, in this regard, Section 4 of this Agreement.

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To the District:

To the Contractor:

DORAL ACADEMY OF IDAHO

Brown Bus Company

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their respective representatives duly authorized so to do on the date and year written below.

DORAL ACADEMY OF IDAHO:

Brown Bus Company:

By 
Sara Frost (Jul 2, 2026 21:49:44 MDT)

By 

Its Chair, Board of Directors

Its Regional Director of Operations - NW

Date: 5/22/26

Date: 7/31/2025

Attachment: Exhibit A, Bid Form

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“EXHIBT A”

SECTION XXXIII

BID FORM:

Rates submitted on the Bid Form are to be used for information purposes by the School in calculating and evaluating the bids submitted and to assist in determining the “Lowest Responsive Responsible Bidder.” **Bid award will not be based on cost alone (see Bid Evaluation Sheet), but on a complete evaluation of the entire bid submitted, as per the Bid Procedures and Specifications.**

The bidder acknowledges that (s)he has read and agrees to all terms and conditions of Bid Procedures and Specifications concerning Doral Academy of Idaho Transportation Requirements, including the Bidder Questionnaire and hereby submits the following bid:

Description	Base-Mile / Base-Hour	Rate Per Day / Route	Excess Hours Rate	Excess Miles Rate	Rate Per Hour	Rate Per Mile
Regular – Elem/Sec	60 /4.0	\$442.00	\$41.50	\$1.33	N/A	N/A
Special Needs	60 / 4.0	\$452.00	\$83.00	\$1.33	N/A	N/A
Lift	60 / 4.0	\$452.00	\$83.00	\$1.33	N/A	N/A
Field Trip/Activity Trip	N/A	N/A	N/A	N/A	\$51.44	\$1.07
Standby Buses	N/A	N/A	N/A	N/A	N/A	N/A

NOTE:

Field Trip / Activity Trip – 2 hour minimum

Additional Driver: \$41.50 per hour

Student Safety Training – No separate charge



SIGNATURE OF BIDDER